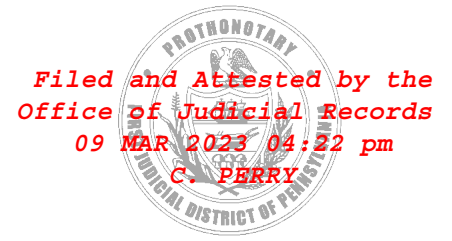


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KLINE & SPECTER, P.C.,	:	IN THE COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY,
Plaintiff,	:	PENNSYLVANIA
	:	
v.	:	December Term, 2022
	:	No. 02513
THOMAS E. BOSWORTH and	:	
BOSWORTH LAW,	:	
	:	
Defendants.	:	

**DEFENDANTS' ANSWER TO PLAINTIFF KLINE & SPECTER, P.C.'S
COMPLAINT WITH NEW MATTER AND COUNTERCLAIMS**

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ANSWER TO COMPLAINT

Defendants, Thomas E. Bosworth (“Bosworth”) and Bosworth Law (“Bosworth Law”) (together, “Defendants”), by and through undersigned counsel, hereby file this answer to the Plaintiff, Kline & Specter, P.C.’s (“Kline & Specter” or “Plaintiff”) Complaint, as follows:

I. Defendants’ Response to Kline & Specter’s Purported “Introduction”

1. Admitted. Answering further, and as outlined below in New Matter, Kline & Specter wrongfully discharged Bosworth’s employment pursuant to a preconceived plot to separate Bosworth from his lucrative referral sources and cases he originated at the firm and to improperly deprive Bosworth of earned and anticipatory bonuses in thousands of lucrative and/or potentially lucrative client matters that Bosworth had originated and/or represented as counsel at Kline & Specter. Answering further, and as also outlined below, the manner and means of Bosworth’s firing was pretextual and designed to unethically and deceptively provide Kline & Specter with an unfair advantage in soliciting clients upon Bosworth’s departure from the firm in a manner which deprived those clients of their absolute right to make an informed election regarding their representation by Kline & Specter, Bosworth or another attorney and which also violated longstanding Pennsylvania law and public policy as embodied in, *inter alia*, numerous common law duties and the rules of professional conduct. Answering further, Defendants incorporate the averments set forth at paragraphs 166-580 *infra* as though set forth fully herein.

2. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter’s purported mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Kline & Specter had any reason to be concerned with the quality of Bosworth’s legal work. To

the contrary, at the time of his discharge, Bosworth was less than two months removed from serving as lead trial counsel in a record-setting and landmark \$19 million medical malpractice jury verdict and his overall work performance was excellent. Answering further, despite the firm having contemporaneous knowledge of Bosworth's legal work, and despite the firm's principals, Thomas R. Kline and Shanin Specter, having generally and consistently praised the overall quality of Bosworth's legal work, it was only after Kline and Specter concocted a plot to separate Bosworth from his referral relationships and thousands of client matters he had originated that the firm disingenuously manufactured purported claims about the quality of Bosworth's legal work. Answering further, it is specifically denied that Kline & Specter acted in good faith towards Bosworth and that the firm tried to rectify any purported concerns regarding the quality of Bosworth's legal work through counseling. To the contrary, the firm only expressed concerns about the quality of Bosworth's legal work after he politely made repeated requests to Kline and Specter to discuss compensation based on his substantial and unprecedented generation of incredibly high-quality cases for the firm and tremendous legal work. Further, Defendants incorporate the averments set forth at paragraphs 166-580 *infra* as though set forth fully herein.

3. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants specifically deny that Bosworth improperly solicited any clients upon his termination from Kline & Specter and further deny that Bosworth was under an immediate obligation to repay all costs on departing files, particularly given Kline & Specter's egregious course of unethical, tortious and highly improper conduct. Answering further, the

provisions in the alleged employment agreement on which Kline & Specter relies in the corresponding paragraph violate longstanding law and public policy in numerous respects—including but not limited to numerous well-settled ethical obligations and fiduciary duties that Kline & Specter owes to its clients upon an attorney’s departure from the firm—and therefore those provisions are illegal and void on public policy grounds. Further, upon his discharge from Kline & Specter, Bosworth fully and completely complied with his ethical obligations under the rules of professional conduct. Further, on Bosworth’s discharge, Kline & Specter flagrantly violated its ethical obligations under those same rules. Further, Defendants incorporate the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

4. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter’s purported mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Further, Defendants specifically deny each alleged act that is attributed to Bosworth in the corresponding paragraph and demand strict proof thereof. Further, Defendants specifically deny that Bosworth had been stealing clients from the firm, was engaged in various schemes or secretly planned to leave the firm. Further, Defendants incorporate the averments set forth at paragraphs 430-434 *infra* as though set forth fully herein.

5. Denied. The allegations of the corresponding paragraph refer to the Plaintiff’s Complaint in this action, which is a self-serving advocacy piece that is based on false facts and false theories that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed. Further, it is specifically denied that Plaintiff is entitled to any of the relief that it purports to seek in the Complaint.

II. Defendants' Response to Kline & Specter's Purported Statement of the "Parties"

6. Admitted in part and denied in part. It is admitted only that Kline & Specter maintains a business address at 1525 Locust Street, Philadelphia, Pennsylvania, 19102. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations of the corresponding paragraph. Consequently, Defendants deny those allegations and demand strict proof thereof.

7. Admitted in part and denied in part. It is admitted only that Bosworth is an adult who from in or around September 2017 to November 18, 2022 was employed as an attorney at Kline & Specter, and that a copy of a document signed by Bosworth is attached to Plaintiff's Complaint as Exhibit "A." The remaining allegations of the corresponding paragraph are characterizations of a writing which speaks for itself and any such characterizations are thus denied. Further, the remaining allegations of the corresponding paragraph are denied as conclusions of law to which no answer is needed under the applicable rules of civil procedure.

8. Admitted in part and denied in part. It is admitted only that Bosworth Law is the name of Bosworth's law firm. The remaining allegations of the corresponding paragraph regarding Bosworth Law's address are specifically denied and strict proof thereof is demanded.

III. Defendants' Response to Kline & Specter's Purported Statement of "Jurisdiction and Venue"

9. Denied. Defendants deny the allegations of the corresponding paragraph as conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, Defendants specifically deny the Plaintiff's self-serving allegations that Defendants "purposefully directed harm" at Kline & Specter or that the firm was "damaged."

IV. Defendants' Response to Kline & Specter's Purported "Facts"

10. Denied. Defendants specifically deny that Bosworth's employment at Kline & Specter began in April 2017. To the contrary, Bosworth began working at Kline & Specter in September 2017 on the conclusion of his prestigious clerkship with the Honorable Lawrence F. Stengel, Chief Judge of the United States District Court for the Eastern District of Pennsylvania. Answering further, to the extent the corresponding paragraph disingenuously implies otherwise, it is specifically denied that the promising beginning of Bosworth's employment at Kline & Specter took a turn for the worse. To the contrary, during his tenure as an attorney at the firm, the promising beginning of Bosworth's employment at the firm blossomed into a stellar career in which he not only consistently obtained tremendous results for his clients, but also became the firm's lead business generator, generating and originating, either directly or through his referral relationships, thousands of client matters with a collective value and/or potential collective value of hundreds of millions of dollars and far more than any other Kline & Specter attorney.

11. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, while Bosworth was initially very excited to work with Kline & Specter's principals, Tom Kline and Shanin Specter, his dream evaporated when, threatened by Bosworth's rising star and status as the firm's lead business generator, and after numerous failed attempts to separate Bosworth from both his referral relationships and the thousands of client matters that he had originated, Kline and Specter concocted a pretextual scheme to fire him. Answering further, Defendants incorporate the averments at paragraphs 201-235 *infra* as if set forth fully herein.

12. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further,

Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure.

13. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure.

14. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent the allegations of the corresponding paragraph regarding a purported agreement “to put the Firm’s business interests first” are intended to imply that Bosworth was required to prioritize Kline & Specter’s interests to the detriment of the ethical duties owed to clients he originated or represented upon his departure from the firm, any such provision would plainly be illegal and void under longstanding law and public policy providing that the clients’ interests and expressed wishes are paramount in the attorney-client relationship.

15. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied both that Bosworth failed to diligently, competently and zealously represent clients and that Bosworth competed with Kline & Specter for business

opportunities while he was employed by the firm. To the contrary, at all times during his employment at Kline & Specter, Bosworth's overall work performance was excellent and he dutifully presented the firm with all cases that he directly generated and/or were referred to him from his referral relationships on his way to becoming the firm's leading business generator.

16. Admitted in part and denied in part. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. It is admitted only that Bosworth received a salary, bonuses and benefits.

17. Denied. Defendants specifically deny that Bosworth committed acts of professional misconduct and failed to attend to his assigned cases during his time at Kline & Specter. Separate and apart from the falsity of those allegations, it is also specifically denied that Bosworth was "ultimately" fired by Kline & Specter after multiple instances of alleged professional misconduct and alleged numerous failures to attend to his assigned cases "came to light." Quite the contrary, and at all times relevant hereto, Tom Kline and Shanin Specter had contemporaneous knowledge of Bosworth's legal work, including the types of issues that arise in the adversarial system of justice in which opposing counsel seek to obtain tactical and strategic advantage through the give and take of motion practice. Despite this contemporaneous knowledge, however, Kline and Specter broadly and generally praised the overall quality of Bosworth's legal work and the excellent results he obtained for clients. Indeed, it was only after Kline and Specter concocted a pretextual plot to separate Bosworth from his referral relationships and originated cases that the firm disingenuously manufactured purported claims regarding the quality of his legal

work. Further, Defendants incorporate their response to paragraphs 1 and 2 *supra* fully herein. Further, for the sub-paragraphs in the corresponding paragraph Defendants aver as follows:

a. Admitted in part and denied in part. Defendants admit only that Bosworth performed legal work on the case that is referenced in the allegations of the corresponding paragraph at Kline & Specter and the case was reassigned to another Kline & Specter attorney named Frank Mangiaracina in January 2022. Defendants specifically deny that this case was originally “assigned” to Bosworth by the firm. Quite the contrary, it was referred directly to Bosworth from his friend and referral source, Referral Source #1. Answering further, it is specifically denied that Bosworth committed any “acts of professional misconduct” in this representation. To the contrary, in contrast to self-serving, incorrect, and totally revisionist allegations in the corresponding paragraph, prior to the case being reassigned to Frank Mangiaracina in January 2022, Bosworth performed extensive work on this case, including (i) successfully litigating the opposition to defendants’ preliminary objections, (ii) drafting the relevant pleadings, including plaintiff’s reply to new matter, (iii) preparing and serving multiple sets of extensive written discovery requests on defendants, (iv) preparing and serving plaintiffs’ verified responses to multiple and extensive written discovery requests from defendants, (v) successfully litigating a motion to compel discovery, thereby obtaining additional relevant documents for the plaintiff’s case, and (vi) obtaining numerous signed letters in support of his certificate of merit, including from a board-certified pediatric neurologist, a board-certified OBGYN physician, and a board-certified neuroradiologist. Answering further, the case management order was not entered until June 10, 2021, and even then, the court’s order set a discovery deadline of November 7, 2022. With this context, it is clear that Kline & Specter’s allegation that Bosworth somehow committed “professional misconduct” by not scheduling

depositions or having the client evaluated by an expert is a plainly hollow one for numerous reasons, not the least of which is that when the case was reassigned to Frank Mangiaracina in January 2022 there were *ten months left to perform further discovery*, including depositions.

Answering further, tellingly absent from the Complaint is any acknowledgement whatsoever of the fact that—when presented with a proper election letter on Bosworth’s discharge—this client elected to be represented by Bosworth and terminate its representation by Kline & Specter. What’s more, since that client elected to end its representation by Kline & Specter, Bosworth has performed substantial work in this case, including depositions, scheduling medical examinations of the client, and working with experts. Ironically, the same things Kline & Specter now complains that Bosworth failed to do in this case while at the firm are the precise things that its own attorney, Mangiaracina, failed to do at any point in the *10 months* he was assigned the case. Defendants also deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the rules.

b. Denied. Defendants deny the allegations in the corresponding paragraph on the basis that Plaintiff has provided inadequate factual information to identify the purported case referred to therein and therefore Defendants are unable to admit or deny those allegations as pleaded. Answering further, Defendants deny the allegations in the corresponding paragraph on the basis that they appear unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants also deny the allegations of the corresponding

paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Defendants specifically reserve their right to amend their answer to the corresponding paragraph upon proper identification by Plaintiff of the purported case referenced therein.

c. Admitted in part and denied in part. Defendants admit only that Bosworth performed legal work on the case referenced in the allegations of the corresponding paragraph while employed at Kline & Specter. Answering further, it is specifically denied that Bosworth committed any “acts of professional misconduct” in this representation. To the contrary, in contrast to self-serving, incorrect, and totally revisionist allegations in the corresponding paragraph, prior to his wrongful discharge by Kline & Specter, Bosworth performed extensive work on this client matter, including (i) obtaining certificate-of-merit letters from various medical experts prior to filing the case, (ii) drafting and filing the relevant pleadings, including the complaint and the amended complaint, (iii) drafting and filing responses to preliminary objections filed by the various defendants, (iv) successfully litigating a motion for protective order that prevented the client from being subjected to a frivolous and harassing deposition on a venue issue, and (v) successfully litigating that same venue issue, thereby ensuring that the case would remain in Philadelphia County. Answering further, while Bosworth had not deposed the physician defendants at the time he was discharged from Kline & Specter, the allegations of the corresponding paragraph are misleading and missing necessary context. At the time Bosworth was discharged, there were *over four months left for discovery under the court’s case management order*. In addition, the week before his wrongful discharge, Bosworth successfully litigated a motion to compel the production of substantial outstanding discovery responses from the defendants. Under the order granting this motion to compel, those discovery responses were not due until in or around mid-December 2022 (*i.e.*, after Bosworth’s November 2022 termination

from Kline & Specter). It goes without saying that it would have been wrong and irresponsible for Bosworth to begin deposing the physician defendants without first receiving these essential documents, which were needed for those depositions and which Bosworth had plenty of time to conduct given the extensive time left for discovery under the existing case management order.

Further, to the extent the corresponding paragraph disingenuously attempts to imply otherwise, it is specifically denied that Bosworth outright failed to respond to discovery in this case. To the contrary, Bosworth prepared and served various responses to multiple defendants' document requests and interrogatories, and Bosworth also served various documents on the defendants. While Bosworth did have a \$200 sanctions order entered against him, the allegations of the corresponding paragraph are again misleading and missing necessary context. In this regard, Plaintiff conspicuously omits the fact that—after that order was entered—Bosworth communicated to the counsel who filed the sanctions motion that the interrogatory responses and documents that he had already produced in response to the other defendants' discovery requests would be the same as what he would produce in response to that counsel's discovery requests. After that explanation, the defense counsel never took any further court action with respect to the sanctions order as it was a moot issue. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is needed.

d. Denied. Defendants deny the allegations in the corresponding paragraph on the basis that Plaintiff has provided inadequate factual information to identify the purported case referred to therein and therefore Defendants are unable to admit or deny those allegations as pleaded. Answering further, Defendants deny the allegations in the corresponding paragraph on

the basis that they appear unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Defendants specifically reserve their right to amend their answer to the corresponding paragraph upon proper identification by Plaintiff of the purported case referenced therein.

e. Admitted in part and denied in part. Defendants admit only that Bosworth performed legal work on the case referenced in the allegations of the corresponding paragraph while employed at Kline & Specter. Answering further, it is specifically denied that Bosworth committed any “acts of professional misconduct” in this representation. To the contrary, in contrast to self-serving, incorrect, and totally revisionist allegations in the corresponding paragraph, prior to his wrongful discharge by Kline & Specter, Bosworth performed extensive work on this matter, including (i) propounding timely discovery requests on defendants who thereafter produced tens of thousands of relevant documents which Bosworth spent hours reviewing, (ii) conducting numerous depositions at which Kline & Specter attorneys attended and/or participated, and (iii) securing and serving all of plaintiff’s expert reports. Answering further, while a dispute arose regarding Bosworth’s conduct during a deposition of a corporate designee shortly before Bosworth was discharged by Kline & Specter, the allegations of the corresponding paragraph are misleading and omit necessary context. In this regard, Plaintiff tellingly omits the fact that—during that deposition—the opposing counsel repeatedly and improperly instructed the witness to not answer many questions the witness was required to answer. In addition, opposing counsel prematurely terminated the deposition of one of the

plaintiffs' expert witnesses. For this reason, moreover, when he was fired Bosworth was preparing a motion for sanctions against the defense counsel and to compel the re-deposition of the defendants' corporate designee witness. In fact, following his discharge from the firm, Bosworth emailed Kline & Specter attorney, Michael Trunk, to explain the case's procedural history and to explain the necessity for the motion for sanctions to protect the interests of the plaintiffs prior to a then-upcoming court hearing and to preserve the evidentiary record. Yet, notwithstanding Trunk's receipt of this email, Kline & Specter failed to file the motion, thereby resulting in an incomplete evidentiary record at the hearing. Answering further, and upon information and belief, Kline & Specter knowingly, inexcusably, and selfishly failed to pursue this key discovery issue to press its advantage in this instant lawsuit, all to the detriment of their client to whom it owes absolute duties. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules.

f. Denied. Defendants deny the allegations in the corresponding paragraph on the basis that Plaintiff has provided inadequate factual information to identify the purported case referred to therein and therefore Defendants are unable to admit or deny those allegations as pleaded. Answering further, Defendants deny the allegations in the corresponding paragraph on the basis that they appear unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under

the rules. Defendants specifically reserve their right to amend their answer to the corresponding paragraph upon proper identification by Plaintiff of the purported case referenced therein.

g. Denied. Defendants deny the allegations in the corresponding paragraph on the basis that Plaintiff has provided inadequate factual information to identify the purported case referred to therein and therefore Defendants are unable to admit or deny those allegations as pleaded. Answering further, Defendants deny the allegations in the corresponding paragraph on the basis that they appear unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writings are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Defendants specifically reserve their right to amend their answer to the corresponding paragraph upon proper identification by Plaintiff of the purported case referenced therein.

18. Admitted in part and denied in part. It is admitted only that, as explained in Defendants' New Matter *infra*, throughout 2022 Kline & Specter reassigned certain cases originated by Bosworth and/or previously assigned to Bosworth to other Kline & Specter attorneys, some of whom were assigned to work with Bosworth because of the vast number of cases he originated or which were referred to him as counsel. Further, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm's purported "investigation" or "cost and expense." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it was the policy of Kline & Specter, and Bosworth was specifically instructed, to accept cases where the putative client suffered a

substantial injury pending a later determination as to the relative merits of that case. This was standard practice during Bosworth's tenure at Kline & Specter. Answering further, it is specifically denied that Bosworth "ignored" cases that were accepted by Kline & Specter.

19. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically those self-serving allegations of the corresponding paragraph and demand strict proof thereof.

20. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no response is necessary under the applicable rules of civil procedure. Further, Defendants incorporate herein the averments set forth at paragraph 54 *infra* as though set forth fully herein.

21. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically those self-serving allegations of the corresponding paragraph and demand strict proof thereof.

22. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically those self-serving allegations of the corresponding paragraph and demand strict proof thereof.

23. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Quite the contrary, in December 2021, Bosworth emailed the Order Approving Settlement in the case that is referenced in the corresponding paragraph to Specter, Kline, Eric Bowen (Kline & Specter's CEO), and Sandy Burcin, an employee in the firm's accounting department. Answering further, the Order Approving Settlement clearly and accurately showed the amount of the firm's fee award in the case. Answering further, this email was sent prior to Bosworth receiving his December 2021 bonus and therefore there was never any "over reporting" of the firm's fee award in the case.

24. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Quite the contrary, any errors in calculating Bosworth's compensation were caused not by Bosworth, but rather by Specter, Kline, Bowen and/or Burcin, to whom Bosworth had properly disclosed the Order Approving Settlement and who also bore responsibility for ensuring the amount of Kline & Specter's fee award was accurately reflected on Bosworth's firm revenue card. Answering further, Defendants also incorporate the averments at paragraphs 294-296 *infra* as if set forth fully herein.

A. Bosworth Never Poached Clients While Employed at Kline & Specter

25. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth practiced law outside of Kline & Specter and failed to present all potential matters to Kline & Specter during his employment at the firm.

26. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the corresponding paragraph alleges otherwise, it is specifically denied that the alleged document attached to the Complaint as Exhibit “A” contains any provisions requiring Bosworth to use any form of specific retainer agreement template when signing up new clients as a Kline & Specter attorney. In any event, at all times during his employment at Kline & Specter, Bosworth dutifully presented the firm with all cases that he directly generated and/or were referred to him from his lucrative referral relationships. Indeed, that is how Bosworth became the firm’s lead business generator prior to his discharge.

27. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the purported “standard retainer Bosworth had used from 2017 to 2021,” which is not attached to the Complaint. Consequently, Defendants deny those allegations and demand strict proof thereof. Further, the allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied.

28. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter’s mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth ever used revised retainer agreements to redirect any clients to himself. Answering further, and as outlined in New Matter, Bosworth originated directly or through his referral

relationships an incredible number of high-quality matters that were handled by both Bosworth and other firm attorneys. Kline & Specter's compensation structure for cases originated by firm attorneys through referral counsel was, however, notoriously opaque. Further still, well prior to his discharge from the firm in November 2022, Kline & Specter implemented a new intake system called File Vine, which removed the ability of attorneys to note their case origination in the firm's system (a functionality that existed in the firm's prior system, Time Matters). In other words, Kline & Specter designed their new File Vine setup so that it would reflect which outside referral lawyer referred the case into the firm (but would omit the Kline & Specter lawyer to whom the case was referred). As such, in light of these considerations, beginning in mid-2022, Bosworth sometimes used a retainer agreement to help ensure that his status as the originating attorney for the lucrative client matters he was bringing into the firm was properly recorded. Answering further, during the period that Bosworth was employed at Kline & Specter, other attorneys at the firm openly used similar retainer agreements to note their origination of cases that were referred to them through their referral relationships. Crucially, however, all the clients that Bosworth signed up in this manner were properly accounted for within the firm's intake and case management systems. Indeed, at all times during his tenure at Kline & Specter, any cases that Bosworth directly generated and/or were referred to him from his referral sources were properly accounted for and reflected within Kline & Specter's intake and case management systems.

Further, in August 2022, Bosworth went viral with a law-related posting on the social media platform TikTok, which led to him generating an incredible number of high-quality cases in Pennsylvania and throughout the United States. To be clear, Bosworth presented all these TikTok case leads to Kline & Specter, and enthusiastically provided both Tom Kline and Shanin Specter with routine and detailed updates on the leads. During this period, however, Bosworth

found that numerous potential clients who were contacting Bosworth on TikTok expressed concern when Bosworth sent them a retainer agreement which stated that they would be represented not by Bosworth, the person with whom they were familiar through TikTok, but rather by “Kline & Specter, P.C.,” a different entity with which they had no familiarity whatsoever. Thus, in an attempt to resolve this issue and ameliorate the client’s concerns, Bosworth sometimes used a retainer agreement which included his name. Ironically, but truly, Bosworth’s inclusion of his name explicitly on the retainer agreements also worked to the benefit of Kline and Specter because it increased the likelihood that the client would retain the lawyer they were seeking out (Bosworth) and not be scared away or confused by the inclusion of a law firm they had never heard of (Kline and Specter). Answering further, while this may seem counterintuitive given that Kline & Specter is a relatively big fish in the Philadelphia area legal market, the fact is that most of the client matters that Bosworth was generating through TikTok were located out-of-state and did not know Kline & Specter from Adam. Importantly, moreover, and as explained extensively herein, all of the potential clients that Bosworth had signed up in this manner were properly accounted for within the firm’s intake and case management systems. Surely, Bosworth’s transparent disclosure of these leads is precisely the reason why Kline & Specter is able to allege the existence of these retainer agreements listing Bosworth’s name. Indeed, if Bosworth had not presented these cases to the firm, then they would not be aware of them and thus would not be able to allege in the firm’s Complaint what the retainer agreements say or do not say. Further, Defendants incorporate the averments at paragraph 26 *supra* and paragraphs 305-322 and 373-384 *infra* fully herein.

29. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering

further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

30. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

31. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter's mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Further, it is specifically denied that Bosworth was required to get the firm's authorization to use the retainer agreement that he was using. Indeed, as Bosworth submitted all such retainer agreements promptly to the firm for review and recordation in the firm's records, the firm was on notice of the content, yet never registered any objection. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

32. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the outrageous allegation that Bosworth covertly signed-up clients for himself while employed as an attorney at Kline & Specter. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

33. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the self-serving allegations of the

corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

34. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the outrageous allegation that Bosworth orchestrated a scheme to covertly steal clients from Kline & Specter while he was employed at the firm. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

35. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding what Kline & Specter purports to have "uncovered." Indeed, as Bosworth submitted all such retainer agreements promptly to the firm for review and recordation in the firm's records, the firm was on notice of the content, yet never registered any objection. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph vaguely appear to refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

36. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

37. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about Kline & Specter’s purported “investigation.” Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent that the allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth’s New Matter incorporated therein) as if set forth fully herein.

38. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those self-serving allegations of the corresponding paragraph and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth’s New Matter incorporated therein) as if set forth fully herein.

39. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm’s purported “investigation.” Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that

Bosworth engaged in any scheme—fraudulent or otherwise—to steal business from Kline & Specter while he was employed by the firm. Quite the contrary, and ironically, it was *Bosworth* who brought an unprecedented amount of highly lucrative client matters to Kline and Specter (through *Bosworth*'s organically created referral relationships) which Kline and Specter has desperately but unsuccessfully attempted to wrest control over. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusion of law to which no answer is needed. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of *Bosworth*'s New Matter incorporated therein) as if set forth fully herein.

40. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the purported “Firm policy,” which the Plaintiff failed to attach to the Complaint. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph also refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of *Bosworth*'s New Matter incorporated therein) as if set forth fully herein.

41. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the purported “Firm policy,” which the Plaintiff failed to attach to the Complaint. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph also refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further,

Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

42. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the purported "Firm policy," which the Plaintiff failed to attach to the Complaint. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph also refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

43. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the purported "Acknowledgement of Receipt" and "Kline & Specter, P.C. Handbook," both of which the Plaintiff failed to attach to the Complaint. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph also appear to refer to writings that speak for themselves and any characterizations of the content of those writings are denied. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

44. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth failed to report or in any way concealed the

referral referenced in the corresponding paragraph from Kline & Specter. To the contrary, that referral to outside counsel was not only fully disclosed to Kline & Specter, but incredibly, the referral that Kline & Specter now alleges Bosworth failed to report was itself made pursuant to Kline's express instructions to Bosworth in the same email exchange on which the firm disingenuously purports to rely. Answering further, the fact that Kline & Specter would reduce itself to offering allegations that are so objectively and demonstrably untrue provides a prism through which to assess the truthfulness and accuracy (or lack thereof) of the other allegations in its self-serving, revisionist, and totally baseless Complaint. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

45. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the allegation that Bosworth engaged in a "retainer scheme." Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on a writing which speak for itself and any characterizations of that writing is denied. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the rules. Further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

46. Denied. Defendants specifically deny the allegations of the corresponding paragraph, including the allegation that Bosworth schemed to conceal the identities of any potential clients from the firm before his was fired by the firm. Answering further, Defendants also deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of that writing is denied.

47. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm's purported "investigation." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Answering further, the allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants incorporate their response to paragraph 28 *supra* (including the paragraphs of Bosworth's New Matter incorporated therein) as if set forth fully herein.

48. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm's purported "investigation." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth hid the identities of any clients from Kline & Specter when employed by Kline & Specter. Answering further, and ironically, if Bosworth had in fact hid the identities of 126 clients from Kline and Specter, then the firm would not have found the identities of these clients. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is needed.

49. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable

rules of civil procedure. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those self-serving allegations of the corresponding paragraph and demand strict proof thereof. Answering further, far from the self-serving and revisionist allegations in the corresponding paragraph, Kline & Specter's outrageous course of unethical and tortious conduct described in Defendants' New Matter has not only substantially damaged Bosworth, but also clients and/or former clients to whom the firm owes absolute ethical obligations. Further, Defendants incorporate the averments at paragraphs 435-580 *infra* as if set forth fully herein.

50. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the allegations that Bosworth concealed clients and potential clients from Kline & Specter so that only he could have contact with them and to interfere with the firm's ability to communicate with the clients and potential clients. To the contrary, in contrast to Plaintiff's self-serving and totally revisionist allegations, with the exception of some phone numbers of his clients that were already stored on his phone, Bosworth did not take or possess any contact information whatsoever for clients or potential clients that he originated and/or represented at Kline & Specter. Answering further, and far from the self-serving and totally revisionist allegations in the corresponding paragraph, since his discharge, Kline & Specter has improperly refused Bosworth's request for the contact information for those clients that he originated or represented during his tenure at the firm so that he may comply with his ethical obligations to present those clients with election letters under the rules. At the same time, Kline & Specter has used that same client contact information to repeatedly and improperly solicit these clients without informing them of their absolute right to make an informed election of counsel in violation of

Kline & Specter's settled obligations under the same rules. Answering further, Defendants incorporate the averments at paragraphs 312-314 and 435-508 *infra* as if set forth fully herein.

51. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the allegations that Bosworth fraudulently and deliberately concealed the identities of clients and potential clients from Kline & Specter upon his departure from the firm. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the rules. Further, Defendants incorporate their response to paragraphs 49 and 50 *supra* fully herein.

52. Denied. Defendants specifically deny the allegations in the corresponding paragraph, including the fantastical and outrageous allegations that Bosworth had a secret and clandestine plan to leave Kline & Specter with clients whom he originated and/or represented during his tenure as an attorney at Kline & Specter. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the rules. Answering further, Defendants incorporate the averments at paragraphs 430-434 *infra* as though set forth fully herein.

53. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Defendants likewise deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the applicable rules of civil procedure.

54. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm's purported "investigation." Consequently, Defendants deny those allegations and demand strict proof thereof. Further, Defendants deny the allegations in the corresponding

paragraph on the basis that they are incomplete and unduly vague and thus the Defendants are unable to admit or deny those allegations as pleaded. Further, upon information and belief, Bosworth believes and therefore avers that he never made any false representations to a court.

55. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the applicable rules of civil procedure. Answering further, to the extent the allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically those allegations of the corresponding paragraph and demand strict proof thereof. Defendants further specifically deny that, when he was employed at Kline & Specter, Bosworth recruited and stole clients from the firm, falsified internal firm records, or had a secret plan to open his own law firm. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Kline & Specter “fulfilled its end of the bargain” in Bosworth’s employment relationship. To the contrary, as outlined extensively in New Matter, Bosworth’s dream to work with Tom Kline and Shanin Specter evaporated when, after numerous attempts to separate Bosworth from his referral relationships and cases he originated, and threatened by his rising star and status as the firm’s lead business generator, Specter and Kline concocted a pretextual scheme to fire Bosworth in bad faith violation of any agreement that not only aimed to improperly deprive Bosworth of earned and anticipatory bonuses in thousands of lucrative and/or potentially lucrative client matters he originated and/or represented as counsel, but which tortiously aimed to separate Bosworth from his lucrative referral relationships and originated client matters in further violation of its ethical obligation and common law and fiduciary duties to its clients. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* as if set forth fully herein.

B. Tom Kline and Shanin Specter Disingenuously Manufactured Purported Concerns Regarding the Quality of Bosworth's Legal Work

56. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the unduly vague allegations of the corresponding paragraph about Kline & Specter's purported "multiple counseling attempts" or Bosworth's purported acknowledgment of the "appropriateness of this counseling." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth made the alleged statement to Specter that is attributed to him in the corresponding paragraph and strict proof thereof is demanded. Answering further, to the extent the unduly vague allegations of the corresponding paragraph regarding Bosworth's alleged "professional shortcomings" are intended to disingenuously imply that Bosworth did poor legal work, then those allegations are specifically denied and strict proof thereof demanded. To the contrary, Tom Kline, Shanin Specter and other firm attorneys generally and consistently praised the overall quality of Bosworth's legal work, and it was only after Kline and Specter concocted a plot to separate Bosworth from his referral relationships and cases Bosworth had originated that the firm disingenuously manufactured purported claims about the quality of Bosworth's legal work. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent they are conclusion of law to which no answer is needed.

57. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about Kline & Specter's purported mental state and/or "concerns." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth ever engaged in clandestine efforts to undermine Kline & Specter for his own benefit while working there. To the extent the corresponding paragraph

implies otherwise, it is also specifically denied that Kline & Specter had any reason to be concerned with the quality of Bosworth's legal work in August 2022. To the contrary, just two months prior, Bosworth had settled a wrongful death case he had originated for \$7 million and numerous other non-monetary settlement terms that were important to his client after a two-week trial in which he was lead counsel. Not only that, but Kline & Specter paid for a front-page ad in the *Legal Intelligencer* on July 27, 2022 stating: "Congratulations to Tom Bosworth and Sherrell Dandy, as assisted by Courtney Wilson, Alex Esposito and Carolyn Metcalf, on achieving a \$7 million settlement and substantial policy remediation by the defendant, following two weeks of trial in the wrongful death of a 44-year-old intellectually disabled man at a Philadelphia group home." Beneath this ad, Kline & Specter plastered their firm name, a QR code to their website, and their direct phone number, in order to try to obtain business from Bosworth's success.

Answering further, in August 2022, and almost immediately after Bosworth politely approached both Kline and Specter to discuss the terms of his compensation in light of his substantial and ongoing courtroom successes and incredible business generation, Kline & Specter undertook a course of conduct designed to not only punish him for attempting to talk compensation, but to further separate him from his referral relationships and cases. In addition, Kline and Specter became increasingly jealous and envious of Bosworth's social media profile. Kline and Specter obsessively asked Bosworth how he was able to perform so successfully on social media, and even created their own firm TikTok account. However, the Kline & Specter TikTok account, which posted its one and only video in October 2022, has done abysmally in terms of exposure. The firm's TikTok account has 6 followers, and its sole posted video has a total of 44 views. By contrast, Bosworth's TikTok account has 168,800 followers, with 2.6 million

likes and yet more millions of video views. Answering further, Defendants incorporate the averments at paragraph 56 *supra* and paragraphs 323-345 *infra* as if set forth fully herein.

58. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the unduly vague allegations of the corresponding paragraph about Kline & Specter's purported "counseling." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the unduly vague allegations of the corresponding paragraph regarding Bosworth "continued professional shortcomings" are intended to disingenuously imply that Bosworth performed poor or deficient legal work in the period after August 2022, those allegations are specifically denied and strict proof thereof demanded. Quite the contrary, in fact, merely one month later in September 2022, Bosworth was lead counsel in a three-week trial in which he successfully obtained the largest medical malpractice verdict of the year. With that verdict, Bosworth made history as the youngest lead counsel to ever obtain an eight-figure verdict for a living plaintiff. Since that verdict, moreover, Bosworth has been named to the invitation-only National Trial Lawyers' Top 40 Under 40 list of plaintiffs' lawyers. Further, Defendants incorporate the averments at paragraphs 346-348 *infra* as though set forth fully herein.

59. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about Kline & Specter's purported mental state and/or "concerns." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the allegations of the corresponding paragraph disingenuously attempt to state that the firm's massive reassignment of Bosworth's cases to other attorneys at Kline & Specter was motivated by purported concerns about the quality of Bosworth's work performance, those

allegations are denied and strict proof thereof demanded. To the contrary, after many failed attempts to separate Bosworth from his close referral relationships and client matters that he originated, and after repeatedly rejecting Bosworth's reasonable attempts to politely discuss compensation, in August 2022 Tom Kline and Shanin Specter arbitrarily and unilaterally began reassigning cases originated by Bosworth to other attorneys at the firm to separate Bosworth from clients he originated and/or represented at Kline & Specter. Further, Defendants incorporate the averments at paragraph 56 *supra* and paragraphs 323-345 *infra* as if set forth fully herein.

60. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about what the newly assigned Kline & Specter attorneys "began to uncover." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, Defendants specifically deny that Bosworth failed to properly attend to his case responsibilities or the needs of the clients in cases that the firm transferred to other attorneys. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent they are conclusion of law to which no answer is needed under the applicable rules.

61. Denied. Defendants specifically deny that Bosworth's work performance was deficient after Kline & Specter's massive reassignment of Bosworth's cases in response to the firm's repeated failed attempts to separate Bosworth from his lucrative referral sources and in retaliation for his reasonable requests for clarity on the terms of his compensation. Quite the contrary, almost immediately after the firm began this massive reassignment of his cases, Bosworth served as lead counsel in the aforementioned three-week trial in which he successfully obtained a record-setting medical malpractice verdict. Further, Defendants incorporate the averments at paragraph 58 *supra* and paragraphs 323-348 *infra* as if set forth fully herein.

62. Denied. It is specifically denied that Bosworth's attitude was or ever became combative in the period after Kline and Specter began arbitrarily stripping away the cases he originated through his organically cultivated referral sources. To the contrary, Bosworth was always polite and respectful in his interactions with Kline and Specter during this period. Answering further, Kline and Specter were arrogant and dismissive in their interactions with Bosworth during this same period. Answering further, the Defendants incorporate the averments at paragraphs 328-345 and 352-361 *infra* as though set forth fully herein.

63. Admitted in part and denied in part. It is admitted only that Bosworth politely emailed Tom Kline and Shanin Specter on Friday, October 14, 2022 and requested a meeting regarding the strict limitations that Specter had arbitrarily imposed on Bosworth's caseload beginning in August 2022. The remaining allegations of the corresponding paragraph are specifically denied, including the revisionist allegation that Bosworth broke firm protocol by accessing data in the firm's systems which showed that a number of attorneys with far less experience than him had substantially higher caseloads. There was never any firm "protocol" that prevented any lawyer from viewing how many cases another lawyer was assigned on File Vine. Defendants incorporate the averments at paragraphs 350-354 *infra* as if set forth fully herein.

64. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter's purported mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Further, to the extent the allegations of the corresponding paragraph regarding the firm's "reproach" of Bosworth refer to the angry and menacing emails that Specter sent to Bosworth on October 17, 2022 in response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline and Specter regarding his

concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, those emails were replete with self-serving, incorrect, and totally revisionist assertions, including Specter's outright *ad hominem* attacks regarding the overall quality of Bosworth's work performance. Further, to the extent that the allegations of the corresponding paragraph regarding the firm's "reproach" of Bosworth refer to Specter's angry October 17 email, that email is also a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Further, Defendants incorporate the averments at paragraphs 352-361 *infra* fully herein.

65. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the rules of civil procedure. Answering further, Specter's October 17 email was replete with myriad false, self-serving, and revisionist accusations—including but not limited to regarding the quality of Bosworth's overall work performance—which, upon information and belief, Specter had introduced to lay the groundwork for what crystallized thereafter: the firm's concocted and pretextual scheme to systematically separate Bosworth from clients he originated and/or represented before cynically and opportunistically discharging Bosworth in a manner that would give Kline & Specter an improper and unfair advantage in soliciting those clients—and deprive those clients of their absolute right to make an informed election regarding their representation by the attorney of their choice—in clear violation of longstanding law and public policy as embodied in, *inter alia*, the rules of professional conduct.

Additionally, the firm's file system was an open system that was used routinely by the firm's attorneys to share and access information and there was no rule, procedure or policy that limited Bosworth from using the system to simply count the number of cases assigned to other attorneys. Further, Defendants incorporate the averments at paragraphs 352-361 *infra* fully herein.

66. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

67. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their responses to paragraphs 18 and 65 *supra* as if set forth fully herein.

68. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm

arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

69. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

70. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

71. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a

meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

72. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

77. [sic]. Denied. The allegations of the corresponding paragraph are based on Specter's October 17 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Plaintiff misquotes Specter's October 17 email in this paragraph, the last sentence of which stated: "The latter will soon occur if the former doesn't." Perhaps accidentally, but perhaps not, Plaintiff omitted the word "soon" from this sentence in which Specter threatened on October 17 to fire Bosworth. Further, Defendants deny the allegations of the corresponding paragraph to the extent

they constitute conclusions of law to which no answer is needed under the rules. Further, Defendants incorporate their response to paragraphs 18 and 65 *supra* as if set forth fully herein.

73. Denied. The allegations of the corresponding paragraph are based on Specter's October 17, 2022 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm arbitrarily imposed on him in August 2022, which is a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants incorporate their response to paragraph 65 *supra* as if set forth fully herein.

74. Admitted in part and denied in part. It is admitted only that Kline & Specter terminated Bosworth's employment on November 18, 2022. The remaining allegations of the corresponding paragraph are specifically denied, including the false, self-serving and totally revisionist allegation that Bosworth became "more unstable" after Specter's October 17, 2022 emails. To the contrary, after Specter's October 17 email response to Bosworth's October 14, 2022 email politely requesting a meeting with Kline & Specter regarding his concerns with the caseload limit that the firm had arbitrarily imposed on him in August 2022, Kline & Specter intensified its concocted and pretextual scheme to systematically separate Bosworth from the clients that he originated and/or represented before firing him in a manner that would provide the firm with an improper and unfair advantage in soliciting those clients—and deprive those clients of their absolute and fundamental right to make an informed election about their representation by the attorney of their choice—in clear violation of longstanding public policy as embodied in, *inter*

alia, numerous common law duties and the rules of professional conduct. Answering further, Defendants incorporate the averments at paragraphs 362-580 *infra* fully herein.

75. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Bosworth believes and therefore avers that in a multi-plaintiff case involving a commercial van crash that resulted in numerous deaths and serious injuries in which Bosworth independently and organically cultivated all four (4) of the clients and was lead counsel and performed all the work, including all the written discovery and depositions, a principal defendant filed a motion for summary judgment. Answering further, under the rules of civil procedure, Bosworth, as lead counsel for the plaintiffs, was required to file a response to that motion for summary judgment. Further, Defendants incorporate their response to paragraph 385-388 *infra* fully herein.

76. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, and to the contrary, Defendants incorporate the averments at paragraphs 385-394 *infra* as if set forth fully herein.

77. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, and to the contrary, Defendants incorporate the averments at paragraphs 385-394 *infra* as if set forth fully herein.

78. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, and to the contrary, Defendants incorporate the averments at paragraphs 385-394 *infra* as if set forth fully herein.

79. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, and to the contrary, Defendants incorporate the averments at paragraphs 385-394 *infra* as if set forth fully herein.

80. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, and to the contrary, Defendants incorporate the averments at paragraphs 385-394 *infra* as if set forth fully herein.

81. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, to the extent that the allegations of the corresponding paragraph allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants also specifically deny that the summary judgment response filed by Bosworth was “abysmally substandard,” “grossly intemperate,” “disorganized,” “unworthy of filing,” and “a disservice to the clients.” To the contrary, Bosworth’s overall brief was excellent, as twice acknowledged by Chip Becker in separate emails with Specter and/or Bosworth. Further, Defendants incorporate the averments paragraphs 385-403 *infra* fully herein.

82. Admitted in part and denied in part. It is admitted only that within an hour of Bosworth’s discharge from Kline & Specter on November 18, 2022, the firm filed a praecipe to substitute Bosworth’s brief with a revised brief that had been drafted by Chip Becker. The remaining allegations of the corresponding paragraph are specifically denied and strict proof thereof demanded. It is further specifically denied that the firm took this action based on its concerns regarding “its duties owed to the client, both professionally and ethically.” To the contrary, and upon information and belief, this action was taken to further the firm’s false and pretextual narrative that Bosworth had been doing poor and inferior legal work, which was essential to Kline & Specter’s preconceived and concocted plan to discharge Bosworth from

employment to further its goal of unethically and tortiously interfering with the absolute right of clients originated or represented by Bosworth to elect the attorney of their choice upon Bosworth's departure. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, Defendants incorporate the averments at paragraphs 385-403 *infra* fully herein.

83. Denied. It is specifically denied that Kline & Specter withdrew Bosworth's summary judgment response and replaced it with Becker's version prior to the Zoom meeting referenced in the corresponding paragraph. Defendants also specifically deny the remaining allegations of the corresponding paragraph, including the false and revisionist allegations that Bosworth attempted to undermine a firm superior in that meeting and that he engaged in a premediated pattern of misbehavior to sabotage his employment. Answering further, while Bosworth disagreed with Specter about an aspect of the case in the meeting, he did so in an absolutely respectful and polite way and to ensure that the client was being properly advised during the meeting. Surely, since the client meeting alleged in the corresponding paragraph, Bosworth was later proven correct on the precise issue with which he politely disagreed with Specter, thereby tremendously benefitting the client – *who has since elected to be represented by Bosworth*. Answering further, in stark contrast to Plaintiff's self-serving, incorrect, and gaslighting allegations that Bosworth sabotaged his employment, it was Kline & Specter that concocted a pretextual, unethical, and outright tortious scheme to terminate Bosworth's employment. Further, Defendants deny the allegations of the corresponding paragraph to the

extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, Defendants incorporate the averments at paragraphs 404-407 *infra* fully herein.

84. Admitted in part and denied in part. It is admitted only that after the meeting referenced in paragraph 83 of the Complaint, Specter demanded that Bosworth withdraw his appearances in the multi-plaintiff case that Bosworth had originated and up to that point been lead counsel on, and that Bosworth said he would do so. The remaining allegations of the corresponding paragraph are specifically denied, including that Bosworth had engaged in “brash insubordination,” and that Bosworth demonstrated “growing instability and unreliability.” Further, Defendants incorporate the averments at paragraphs 404-419 *infra* fully herein.

85. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Bosworth did in fact withdraw his appearance in all four of the cases prior to Kline and Specter terminating him. Further, and to the contrary, Defendants incorporate the averments at paragraphs 420-429 *infra* as if set forth fully herein.

86. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the purported “disturbing news” that the firm received. Consequently, Defendants deny those allegations and demand strict proof thereof. Further, Defendants deny the allegations in the corresponding paragraph on the basis that they are incomplete and unduly vague and thus the Defendants are unable to admit or deny those allegations as pleaded. Further, to the extent the allegations of the corresponding paragraph disingenuously imply otherwise, it is specifically denied that this purported “disturbing news” about Bosworth was received by Kline & Specter prior to Bosworth’s termination. Defendants also deny the allegations of the corresponding paragraph to the extent that they are based on writings which speak for themselves and any

characterizations about the content of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules.

87. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraph 17(e) *supra* forth fully herein.

88. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraph 17(e) *supra* forth fully herein.

89. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraph 17(e) *supra* forth fully herein.

90. Admitted in part and denied in part. It is admitted only that the federal court scheduled a telephone conference. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they

constitute conclusions of law to which no answer is needed under the applicable rules. Further, Defendants incorporate the averments at paragraph 17(e) *supra* forth fully herein.

91. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraph 17(e) *supra* forth fully herein.

92. Denied. Defendants deny the allegations in the corresponding paragraph on the basis they are unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writing are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules.

93. Denied. Defendants deny the allegations in the corresponding paragraph on the basis they are unduly vague and Defendants are unable to admit or deny those allegations as pleaded. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are based on writings which speak for themselves and any characterizations of those writing are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules.

94. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure.

Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those self-serving allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Defendants incorporate the averments set forth at paragraph 435-580 *infra* as though set forth fully herein.

C. After His Firing, Bosworth Fully Complied with His Ethical Obligations; Kline & Specter, On the Other Hand, Flagrantly Violated Theirs

95. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any self-serving characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, to the extent that Plaintiff's self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra*, and paragraphs 435-526 *infra*, as if set forth fully herein.

96. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants also incorporate the averments at paragraphs 1 and 3 *supra*, and paragraphs 435-526 *infra*, as though set forth fully herein.

97. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil

procedure. Answering further, Defendants also incorporate the averments at paragraphs 1 and 3 *supra*, and paragraphs 435-526 *infra*, as though set forth fully herein.

98. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that Plaintiff's self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra*, and paragraphs 222-235 and 435-580 *infra*, as if set forth fully herein.

99. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, to the extent that Plaintiff's self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, and to the contrary, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-508 *infra* as if set forth fully herein.

100. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, to the extent that Plaintiff's self-serving allegations of the corresponding paragraph are

deemed to allege any facts, the Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, and to the contrary, Defendants incorporate the averments at paragraphs 1, 3 and 50 *supra* and paragraphs 435-508 *infra* as if set forth fully herein.

101. Admitted in part and denied in part. It is admitted only that within days of his discharge, Bosworth began providing Kline & Specter with duly executed election letters from clients (many of whom had contacted Bosworth because they were incredibly concerned with Kline & Specter's improper solicitations and slanders of Bosworth) notifying the firm that—when given the ethical and proper choice to be represented by Kline & Specter, Bosworth or another attorney—the clients exercised their absolute right to be represented by Bosworth. The remaining allegations of the corresponding paragraph are denied on the basis that they refer to a writing that speaks for itself and any characterizations regarding the content of that writing are denied. Further, Defendants deny the remaining allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is needed under the rules. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

102. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the rules. Answering further, it is also specifically denied that Bosworth either engaged in “deceit while employed at the firm” or “unilaterally” pursued clients. Further, to the extent the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth in any way failed to comply with the rules of professional conduct upon his firing by Kline & Specter. Quite the contrary, Bosworth

fully complied with the ethics rules at all times hereto. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

103. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no response is necessary under the applicable rules. Further, and to the contrary, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

104. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no response is necessary under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraph 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

105. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that Plaintiff's self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Answering further, the false and revisionist allegations of the corresponding paragraph regarding Bosworth's purported "prodigious track record of case inattentiveness" typifies the manner in which Kline & Specter has used a false and pretextual narrative that Bosworth had been doing poor and deficient legal to unethically and tortiously interfere with the absolute right of clients originated or represented by Bosworth to elect the

attorney of their choice upon Bosworth's departure from the firm. Answering further, and as outlined further below, the false and self-serving allegations of the corresponding paragraph regarding Bosworth's purported requirement to explain to clients, *inter alia*, his "financial obligations owed to the Firm should the client elect Bosworth" and "the substantial financial obligation Bosworth would immediately owe to the Firm if elected" also typifies the manner in which the provisions on which Kline & Specter relies were clearly designed with the improper intent to interfere with the absolute right of clients to elect the attorney of their choice upon Bosworth's departure, and thus are illegal and void under Pennsylvania law. Defendants also incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

106. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Bosworth has staff. In fact, Bosworth's main paralegal who had worked for him at Kline & Specter quit her job at Kline & Specter after Kline & Specter filed this frivolous lawsuit, and she now works for Bosworth. Answering further, numerous Kline & Specter employees and staff currently want to work for Bosworth and not Kline & Specter. Bosworth has malpractice insurance. Further, Defendants incorporate the averments at paragraph 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

107. Denied. Defendants specifically deny the allegations of the corresponding paragraph and demand strict proof thereof. Answering further, Defendants likewise deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the applicable rules. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

108. Admitted in part and denied in part. It is admitted only that at the time of his summary and wrongful discharge, Bosworth's New Jersey license was incorrectly listed as

“administratively ineligible” for not meeting his CLE requirements. Answering further, this designation was a clerical issue arising out of the manner in which online CLE courses were presented in New Jersey during the COVID pandemic. Answering further, far from the disingenuous and self-serving allegations in Plaintiff’s Complaint, Bosworth notified Kline & Specter’s CEO, Eric Bowen, regarding this precise clerical issue prior to his termination. Answering further, Bowen told Bosworth that he would tell both Kline and Specter about the reasonable explanation for this clerical issue and the firm never took any further action on that issue after Bosworth’s reasonable explanation. Answering further, this clerical issue is being resolved between Bosworth and the New Jersey Courts in a timely and responsible manner. Answering further, after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter’s alleged conversation with the client referenced in the corresponding paragraph. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth “unilaterally solicited” that client upon his termination. To the contrary, that client contacted Bosworth after his termination because the client was very troubled by the repeated and improper solicitations by Kline & Specter (who never informed this client about the client’s absolute right to elect their counsel upon Bosworth’s departure from the firm and instead made it seem as if the client was required to remain with Kline & Specter). Answering further, it is specifically denied that Bosworth failed to mention the status of his New Jersey law license with this client. To the contrary, in fact, Bosworth thoroughly explained the reason why his New Jersey license was erroneously listed as “administratively ineligible.” Answering further, after providing that thorough explanation, and in compliance with his ethical obligations, Bosworth presented the

client with an election letter providing the client with the choice to be represented by Kline & Specter, Bosworth, or another attorney. After being presented with that ethically compliant election letter, the client fired Kline & Specter and elected Bosworth. Answering further, while Kline & Specter deceptively uses possessive language like “Firm clients” when describing the client alleged in the corresponding paragraph, at the time of the conversation alleged in this paragraph, Kline & Specter knew this client had terminated Kline & Specter and elected to be represented by Bosworth. As such, the alleged conversation between Kline & Specter and that client was an improper and unethical solicitation in violation of the rules of professional conduct. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent that they constitute conclusions of law to which no response is necessary under the applicable rules. Further, Defendants incorporate the averments at paragraphs 501-503 *infra* fully herein.

109. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm’s purported “investigation.” Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

110. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants specifically deny that Bosworth was under any immediate

obligation to repay all costs on departing files for clients who elected to be represented by Bosworth. Answering further, the provisions in the alleged employment agreement on which Kline & Specter relies in making this argument violate longstanding law and public policy in numerous respects, including but not limited to the ethical obligations and fiduciary duties that Kline & Specter owes to its former clients who choose to remain represented by a departing attorney, and thus those provisions are illegal and void on public policy grounds. Answering further, to the extent that the corresponding paragraph disingenuously alleges otherwise, it is specifically denied that Kline & Specter “agreed to release” files to Bosworth for clients who elected to be represented by him. Quite the contrary, it took a Court Order and a threat of “contempt” during a hearing at which a Judge of the Philadelphia Court of Common Pleas excoriated Kline & Specter for improperly holding client files “hostage” for Kline & Specter to even begin the long-overdue process of complying with their ethical obligations to provide Bosworth with case files for those clients who had elected to remain represented by him. Even then, moreover, Kline & Specter shockingly instructed its staff to provide incomplete files to Bosworth, thereby prejudicing not only Bosworth’s representation of those clients who elected him, but also violating the duties that Kline & Specter owed to its former clients. Answering further, Defendants incorporate the averments at paragraphs 509-580 *infra* fully herein.

111. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants incorporate the averments at paragraphs 110 *supra* fully herein.

112. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the aggregate costs and expenses on the files for the clients who exercised their absolute right to be represented by Bosworth. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, it is specifically denied that Bosworth presented Kline & Specter with illegitimate election letters. Quite the contrary, in absolute and total compliance with the ethics rules, for those clients who elected Bosworth, Bosworth presented each of them with election letters providing them with a choice to be represented going forward by Kline & Specter, Bosworth, or another attorney. Further, the Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is necessary under the rules. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

113. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, Defendants specifically deny that Bosworth was under any immediate obligation to repay all costs on departing files for clients who elected to be represented by Bosworth. Answering further, the provisions in the alleged employment agreement on which Kline & Specter relies in making this argument violate longstanding law and public policy in numerous respects, including but not limited to the ethical obligations and fiduciary duties that Kline & Specter owes to its former clients who choose to remain represented by a departing attorney, and thus those provisions are illegal and void on public policy grounds. Answering

further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth's present financial capacity to repay all costs for clients who elected representation by Bosworth is in any way relevant to or determinative of the client's election decision. To the contrary, and as outlined below, those self-serving and illogical allegations of the corresponding paragraph only further typify the manner in which Kline & Specter unethically and improperly attempted to interfere with the right of clients to elect the attorney of their choice upon Bosworth's firing by the firm. Answering further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* fully herein.

114. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph about the firm's purported "investigation." Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, the Defendants specifically deny those allegations and demand strict proof thereof. Further, it is specifically denied that Plaintiff is entitled to any of the relief requested in the corresponding paragraph.

V. Defendants' Response to Kline & Specter's Purported "Claims"

COUNT I
Breach of Contract
Plaintiff v. All Defendants

115. Defendants incorporate the averments set forth at paragraphs one through 114, inclusive, as though set forth fully herein.

116. Admitted in part and denied in part. It is admitted only that a copy of an agreement signed by Bosworth is appended as Exhibit "A" to Plaintiff's Complaint. The remaining allegations of the corresponding paragraph are denied as characterizations of a writing which

speaks for itself and any such characterizations are therefore denied. Answering further, the remaining allegations of the corresponding paragraph are also denied as conclusions of law to which no answer is needed under the applicable rules of civil procedure.

117. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure.

118. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants also deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Defendants further deny that the Agreement is enforceable in whole or in part. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, for the sub-paragraphs alleged in the corresponding paragraph Defendants aver as follows:

a. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth ever practiced law outside of Kline & Specter while employed as an attorney at the firm. Answering further, Defendants incorporate the averments at paragraphs 25-55 *supra* as if set forth fully herein.

b. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the corresponding paragraph disingenuously implies otherwise, it is specifically denied that Bosworth ever failed to present all potential matters to Kline & Specter during his employment at the firm. Answering further, Defendants incorporate the averments at paragraphs 25-55 *supra* as if set forth fully herein.

c. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is required. Defendants further deny that the Agreement is enforceable in whole or in part. Further, Defendants incorporate the averments at paragraphs 110-113 *supra* and paragraphs 509-580 *infra* as though set forth fully herein.

d. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no response is required. Defendants further deny that the Agreement is enforceable in whole or in part. Further, Defendants incorporate the averments at paragraphs 95-109 *supra* and paragraphs 435-508 *infra* fully herein.

e. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute

conclusions of law to which no response is required. Defendants further deny that the Agreement is enforceable in whole or in part. Further, Defendants incorporate the averments at paragraph 105 *supra* and paragraphs 509-580 *infra* fully herein.

119. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Defendants deny breaching any valid and enforceable Agreement and further deny that Defendant Bosworth Law was a party to any Agreement. Answering further, to the extent the allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof.

120. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent the allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraph 55 *supra* and paragraphs 166-580 *infra* as though set forth fully herein fully herein.

121. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure.

Answering further, to the extent the allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

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

122. Defendants incorporate the averments set forth at paragraphs one through 121, inclusive, as though set forth fully herein.

123. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter’s “expectancy.” Consequently, Defendants deny those allegations and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* as if set forth fully herein.

124. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding the firm’s alleged “relationships.” Consequently, Defendants deny those allegations and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* as if set forth fully herein.

125. Denied. Defendants specifically deny that they engaged in any unlawful or wrongful conduct and demand strict proof thereof. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no response is necessary under the rules of civil procedure. Further, Defendants incorporate the averments at paragraphs 1 and 3 *supra* and paragraphs 435-580 *infra* as if set forth fully herein.

126. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, for the sub-paragraphs alleged in the corresponding paragraph Defendants aver as follows:

a. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Answering further, Defendants incorporate the averments paragraphs 25-55 *supra* as if set forth fully herein.

b. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any

characterizations of those writing are denied. Answering further, Defendants incorporate the averments paragraphs 25-55 *supra* as if set forth fully herein.

c. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Further, Defendants incorporate the averments at paragraphs 95-109 *supra* and paragraphs 435-580 *infra* fully herein.

d. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 103-113 *supra* and paragraphs 435-580 *infra* fully herein.

e. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Defendants specifically deny the allegations in the

corresponding paragraph and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 103-113 *supra* and paragraphs 435-580 *infra* fully herein.

f. Denied. Defendants specifically deny the allegations in the corresponding paragraph and demand strict proof thereof. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Further, Defendants incorporate the averments at paragraphs 105-106 *supra* and paragraphs 435-580 *infra* fully herein.

127. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules of civil procedure. Answering further, to the extent that the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Answering further, Defendants incorporate the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

128. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the applicable rules. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those self-

serving allegations and demand strict proof thereof. Further, Defendants incorporate the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

129. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the applicable rules. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, Defendants incorporate herein the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

130. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the applicable rules. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, Defendants incorporate herein the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

131. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the applicable rules. Answering further, the Defendants deny the allegations of the corresponding paragraph to the extent that they are based on a writing which speak for itself and any characterizations of those writing are denied. Answering further, to the extent the self-serving allegations of the

corresponding paragraph are deemed to allege facts, Defendants specifically deny those self-serving allegations and demand strict proof thereof. Further, Defendants incorporate herein the averments set forth at paragraphs 222-235 and 435-580 *infra* as though set forth fully herein.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT III
Breach of Fiduciary Duties
Plaintiff v. All Defendants

132. Defendants incorporate the averments set forth at paragraphs one through 131, inclusive, as though set forth fully herein.

133. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

134. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, the Defendants specifically deny those self-serving allegations and demand strict proof thereof. Answering further, Defendants incorporate herein the averments set forth at paragraphs 25-55 and 83 *supra* as though set forth fully herein.

135. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering

further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

136. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

137. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT IV
Fraud
Plaintiff v. All Defendants

138. Defendants incorporate the averments set forth at paragraphs one through 137, inclusive, as though set forth fully herein.

139. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

140. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding

paragraph regarding Kline & Specter's mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Defendants specifically deny that Bosworth misled the Firm. Further, Defendants also deny the allegations of the corresponding paragraph to the extent that they are based on writings which speak for themselves and any characterizations of the content of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed. Further, Defendants incorporate the averments set forth at paragraphs 25-55 *supra* fully herein.

141. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter's purported mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, Defendants deny the allegations of the corresponding paragraph to the extent that they are based on writings which speak for themselves and any characterizations about the content of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, Defendants incorporate the averments set forth at paragraph 25-55 *supra* fully herein.

142. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, and to the contrary, Defendants incorporate the averments paragraph set forth at 50 *supra* fully herein.

143. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further,

Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny them and demand strict proof thereof. Defendants incorporate the averments at paragraphs 95-113 *supra* and paragraphs 435-580 *infra* fully herein.

144. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Answering further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

145. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Answering further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

146. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter's mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, Defendants also deny the

allegations of the corresponding paragraph to the extent that they are based on writings which speak for themselves and any characterizations about the content of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

147. Denied. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of the corresponding paragraph regarding Kline & Specter's mental state. Consequently, Defendants deny those allegations and demand strict proof thereof. Answering further, Defendants also deny the allegations of the corresponding paragraph to the extent that they are based on writings which speak for themselves and any characterizations about the content of those writings are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is needed under the applicable rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

148. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

149. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT V
Unjust Enrichment/Restitution
Plaintiff v. All Defendants

150. Defendants incorporate the averments set forth at paragraphs one through 149, inclusive, as though set forth fully herein.

151. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Indeed, the allegation that Bosworth “appears to have orchestrated his firing by the Firm” is not only denied as false, Defendants assert that the firm, recognizing the egregiousness of its own conduct, is attempting to manufacture a scenario to avoid the consequences of its own misconduct. Further, Defendants incorporate the averments at paragraph 83 *supra* and paragraphs 166-580 *infra* fully herein.

152. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further,

Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 25-55 *supra* and paragraphs 166-580 *infra* fully herein.

153. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 25-55 *supra* and paragraphs 166-580 *infra* fully herein.

150. [sic] Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 25-55 *supra* and paragraphs 166-580 *infra* fully herein.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT VI
Conversion
Plaintiff v. All Defendants

151. [sic] Defendants hereby incorporate the averments set forth at paragraphs one through 150, inclusive, as though set forth fully herein.

152. [sic] Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

153. [sic] Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

154. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

155. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, Defendants incorporate the averments at paragraphs 166-580 *infra* fully herein.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT VII
Declaratory Relief
Plaintiff v. All Defendants

156. Defendants hereby incorporate the averments set forth at paragraphs one through 155, inclusive, as though set forth fully herein.

157. Denied. Defendants deny the vague and conclusory allegations of the corresponding paragraph and sub-paragraphs to the extent that they are conclusions of law to which no answer is necessary. Further, Defendants deny the allegations of the corresponding paragraph and sub-paragraphs to the extent that they are based on writings which speak for themselves and any characterizations of those writing are denied. Further, to the extent the self-serving allegations of the corresponding paragraph and sub-paragraphs are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Defendants incorporate the averments at paragraphs 1-114 *supra* and paragraphs 166-580 *infra* fully herein.

158. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

COUNT VIII
An Accounting/Audit
Plaintiff v. All Defendants

159. Defendants hereby incorporate the averments set forth at paragraphs one through 158, inclusive, as though set forth fully herein.

160. Denied. Defendants deny the vague and conclusory allegations of the corresponding paragraph and sub-paragraphs to the extent that they are conclusions of law to which no answer is necessary. Further, Defendants deny the allegations of the corresponding paragraph and sub-paragraphs to the extent that they are based on writings which speak for themselves and any characterizations of those writing are denied. Further, to the extent the self-serving allegations of the corresponding paragraph and sub-paragraphs are deemed to allege any facts, Defendants specifically deny those allegations and demand strict proof thereof. Defendants incorporate the averments at paragraphs 1-114 *supra* and paragraphs 166-580 *infra* fully herein.

161. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Defendants incorporate the averments at paragraphs 1-114 *supra* and paragraphs 166-580 *infra* fully herein.

162. Denied. Defendants deny the allegations of the corresponding paragraph to the extent they are conclusions of law to which no answer is necessary. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Defendants incorporate the averments at paragraphs 1-114 *supra* and paragraphs 166-580 *infra* fully herein.

163. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Answering further, to the

extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

164. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Answering further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof.

165. Denied. The allegations of the corresponding paragraph refer to a writing that speaks for itself and any characterizations of the content of that writing are denied. Further, Defendants deny the allegations of the corresponding paragraph to the extent they constitute conclusions of law to which no answer is necessary under the rules. Further, to the extent the self-serving allegations of the corresponding paragraph are deemed to allege facts, Defendants specifically deny those allegations and demand strict proof thereof. Further, it is specifically denied that Plaintiff is entitled to any of the relief requested in the corresponding paragraph.

WHEREFORE, Defendants, Thomas. E. Bosworth and Bosworth Law, respectfully request that this Honorable Court enter judgment in their favor against the Plaintiff, Kline & Specter, together with costs and such other relief deems just and proper.

NEW MATTER

166. Defendants incorporate the averments set forth at paragraphs one through 165, inclusive, as though set forth fully herein.

167. Kline & Specter's claims for relief are barred by the doctrine of unclean hands.

168. Kline & Specter is estopped from pursuing its claims for relief by reason of its conduct as alleged herein *infra*.

169. The employment agreement alleged by Kline & Specter is void in whole or in part as being contrary to law and public policy.

170. The employment agreement alleged by Kline & Specter is unenforceable in whole or in part because it violates the Pennsylvania Rules of Professional Conduct.

171. The employment agreement alleged by Kline & Specter was breached by Kline & Specter.

172. Kline & Specter's claims for relief are barred by its own illegal conduct.

173. Kline & Specter's claims for relief are barred by its own unethical conduct.

174. To the extent that Kline & Specter is entitled to any relief notwithstanding its own illegal and unethical conduct, its relief is limited to a quantum meruit fee.

175. Kline & Specter has failed to state any claim upon which relief can be granted against Bosworth Law, including any claim for Breach of Contract, Intentional Interference with Present or Prospective Economic Advantage, Breach of Fiduciary Duty, Fraud, Unjust Enrichment, Restitution, Conversion, Declaratory Relief or a contractual or equitable Accounting.

176. At this time, Bosworth Law is not a legal entity and cannot be sued.

177. Bosworth Law was not in existence at the time of Kline & Specter's termination of Bosworth and any allegations by Kline & Specter regarding alleged conduct or statements by Bosworth Law prior to November 18, 2022 are untrue.

178. Bosworth Law was not a party to the Employment Agreement alleged by Kline & Specter and therefore has not breached and, indeed cannot breach, the alleged agreement.

179. Bosworth Law has not interfered with Kline & Specter's present or prospective economic advantage.

180. Bosworth Law has no fiduciary duty to Kline & Specter and has not breached any duty to Kline & Specter.

181. Kline & Specter has failed to allege any statement or conduct by Bosworth Law upon which an action for fraud would lie.

182. Kline & Specter has failed to state any claim upon which relief can be granted against Bosworth, including any claim for Breach of Contract, Intentional Interference with Present or Prospective Economic Advantage, Breach of Fiduciary Duty, Fraud, Unjust Enrichment, Restitution, Conversion, Declaratory Relief or a contractual or equitable Accounting.

183. Kline & Specter is estopped from enforcing the employment agreement alleged between Kline and Specter and Bosworth by reason of its conduct as alleged herein *infra*.

184. Kline & Specter is barred from enforcement of the employment agreement by reason of its breach of its duty of good faith and fair dealing as set forth *infra*.

185. Bosworth has not interfered with Kline & Specter's present or prospective economic advantage.

186. Bosworth has no fiduciary duty to Kline & Specter and, if any such duty exists, Bosworth has not breached any fiduciary duty to Kline & Specter.

187. Kline & Specter has failed to allege any statement or conduct by Bosworth upon which an action for fraud would lie.

188. Neither Bosworth, nor Bosworth Law has been unjustly enriched.

189. Neither Bosworth, nor Bosworth Law has converted any property of Kline & Specter.

190. Any and all actions, conduct and speech by Bosworth and Bosworth Law has been privileged.

191. Any and all action conduct and speech by Bosworth and Bosworth Law has been justified.

192. Kline & Specter has failed to state a claim upon which relief can be granted for punitive damages.

193. Kline & Specter improperly seeks punitive damages in its prayer for relief in Count I (Breach of Contract), Count V (Unjust Enrichment/Restitution), Count VII (Declaratory Relief) and Count VIII (Accounting) as punitive damages are not permissible on these counts.

194. The Claim for Relief asserted in Counts I through VIII violates the rules of civil procedure and seeks inappropriate equitable relief in Counts sounding in law and inappropriate legal relief in Counts sounding in equity.

195. Any injury or damage suffered by Plaintiff is the result of the acts and/or omissions of Plaintiff.

196. Any injury or damage suffered by Plaintiff is the result of the acts and/or omissions of third parties.

197. Plaintiff failed to mitigate its alleged damages, thus barring or limiting its claims.

198. Plaintiff has failed to adequately plead its alleged damages, including but not limited to, consequential or special damages.

199. Plaintiff's purported consequential or special damages were not reasonably foreseeable and/or within the contemplation of the parties at the time of contracting.

200. By way of further defense, Answering Defendants specifically reserve the right to amend hereafter as further New Matter, those additional affirmative defenses including but not

limited to, those defenses which are set forth in Pa. R.C.P. 1030, that a continuing investigation and discovery pursuant to the civil rules, and the introduction of evidence at trial, may render applicable to the claims and causes of action declared upon by Plaintiff in its Complaint.

I. Overview of Bosworth's Successes and Kline & Specter's Misconduct

201. Bosworth's employment at Kline & Specter began in September 2017.

202. Prior to starting as an attorney at Kline & Specter, Bosworth worked as a federal law clerk to the Chief Judge of the U.S. District Court for the Eastern District of Pennsylvania.

203. A proud alumnus of the Temple University James E. Beasley School of Law, Bosworth graduated from there with Order of the Coif distinction at the top of his class.

204. As a student at Temple Law School, Bosworth competed as a member of the school's nationally ranked trial team, and at graduation, Bosworth also received many awards recognizing his excellence in legal research and writing, as well as trial advocacy.

205. Indeed, Bosworth's legal writing is of such eminent quality that it has been published in the *Temple Law Review*, cited by various legal scholars in various prestigious law journals (including the *New York University Law Review*, *New York University Annual Survey of American Law*, *Minnesota Law Review*, and *Creighton Law Review*), and cited by preeminent legal scholars in an *amici curae* brief such scholars filed with the United States Supreme Court.

206. Bosworth's tenure as an attorney at Kline & Specter was defined by exceptional work product, unmatched dedication and total loyalty to the firm, as well as zealous advocacy on behalf of clients with whom he formed incredibly close relationships.

207. By way of example, less than two months before Kline & Specter wrongfully discharged him, Bosworth was the lead counsel in a three-week trial in which he successfully obtained the largest medical malpractice verdict of the year (over \$19 million) in Pennsylvania.

208. With that verdict, Bosworth made history as the youngest lead counsel to ever obtain an eight-figure verdict for a living plaintiff in Pennsylvania.

209. Since that verdict, moreover, Bosworth has been named to the prestigious and invitation-only National Trial Lawyers' Top 40 Under 40 list of plaintiffs' lawyers.

210. To be clear, these tremendous results and distinguished accomplishments only scratch the surface of Bosworth's remarkable skills as a litigator and trial attorney.

211. Indeed, still only 33 years old, Bosworth has obtained numerous seven and eight figure monetary settlements and jury verdicts in cases in which he served as lead counsel.

212. No current or former lawyer at Kline & Specter has ever obtained these sorts of consistently tremendous case results as lead counsel at Bosworth's age.

213. Bosworth has never suffered a defense verdict as trial counsel.

214. Bosworth has never lost a motion for summary judgment.

215. In addition to getting great results, during his tenure as an attorney at Kline & Specter, Bosworth also showed an undeniable talent for client development and business generation that was uncharacteristic for a lawyer his age and unparalleled at Kline & Specter.

216. In fact, during his tenure at Kline & Specter, Bosworth became the firm's lead business generator, generating and originating, either directly or through his lucrative referral relationships, thousands of client matters and far more than any other Kline & Specter attorney.

217. The cases that Bosworth generated and originated during his time at Kline & Specter have a collective value or potential collective value of hundreds of millions of dollars.

218. As an attorney at Kline & Specter, Bosworth also obtained tens of millions of dollars in settlements and verdicts in cases that he personally generated and originated.

219. By way of example, in just a three-month span, from May 2021 through July 2021, Bosworth obtained over \$21 million in settlements in three separate medical malpractice actions that he had organically originated (two via referral lawyers and one on his own).

220. For Bosworth, the opportunity to obtain these consistently excellent results for clients and cultivate his talent for business generation in collaboration with Kline & Specter's principals, Shanin Specter and Tom Kline, was initially a dream come true.

221. Bosworth's childhood dream was to be a trial lawyer, and he considered Kline and Specter to be the Michael Jordan and Scottie Pippen of the plaintiffs' bar.

222. However, his dream quickly evaporated when, threatened by his rising star and status as the firm's lead business and client matter generator, and after numerous attempts to separate Bosworth from his referral relationships and the thousands of cases that he originated, Kline & Specter concocted a pretextual scheme to terminate Bosworth's employment at the firm.

223. As outlined extensively below, this preconceived and calculated plot was implemented by Kline & Specter to improperly deprive Bosworth of earned and anticipatory bonuses and referral fees in thousands of highly lucrative and/or potentially lucrative client matters that Bosworth originated and/or appeared as counsel while employed at Kline & Specter.

224. Worse still, the manner and means by which Kline & Specter wrongfully fired Bosworth unethically and tortiously aimed to accomplish the firm's longstanding objective of separating Bosworth from his lucrative referral relationships and originated cases.

225. Indeed, since Bosworth's wrongful discharge, Kline & Specter's principals and agents have brazenly engaged in shockingly egregious conduct that is not only violative of its duties and ethical obligations to clients, but which also tortiously interfered with Bosworth's existing and prospective relationships with clients that he originated and/or represented.

226. As graphically explained below, Kline & Specter's unethical and tortious behavior includes, *inter alia*, the following instances of professional misconduct:

- a. Wrongly depriving clients originated and/or represented by Bosworth of their absolute right to make an informed election decision about their representation by Kline & Specter, Bosworth, or another attorney upon Bosworth's departure;
- b. Repeatedly soliciting clients who had terminated their representation with Kline & Specter and elected to be represented by Bosworth after notice of the clients' election decision in an attempt to change the clients' decision;
- c. Repeatedly refusing to transfer case files to clients who terminated their representation by Kline & Specter and elected representation with Bosworth despite repeated requests from both the clients and Bosworth for those essential files;
- d. Instructing Kline & Specter staff to withhold documents from transferred client files notwithstanding a Court Order that specifically ordered Kline & Specter to transfer files to Bosworth in a case where the client elected Bosworth;
- e. Making outright false representations in court proceedings that Kline & Specter had transferred the entire file for clients who had elected Bosworth when that was patently untrue;
- f. Instructing Kline & Specter staff to cease all work on Bosworth's cases upon his discharge from the firm to opportunistically further the firm's own interests and injure Bosworth while simultaneously prejudicing its then-clients;
- g. Repeatedly refusing to provide Bosworth with complete client lists of cases that he originated and/or appeared as counsel so Bosworth can comply with his ethical obligation to provide those clients with election letters as required by the rules;
- h. Repeatedly refusing to provide Bosworth with copies of any election letters obtained by Kline & Specter from clients originated and/or represented by Bosworth to assess whether Kline & Specter had complied with its ethical obligations;
- i. Using improperly withheld client lists to improperly solicit clients originated and/or represented by Bosworth;

- j. Making false, disparaging statements about Bosworth when improperly soliciting clients, including to clients who had already elected to be remain represented by Bosworth;
- k. Declining representation and/or voluntarily dismissing cases filed on behalf of clients originated and/or previously represented by Bosworth without providing Bosworth, who would pursue those actions for those clients, with contact information for those clients so they can not only make an informed election decision, but be informed of Bosworth's willingness to continue pursuing their meritorious claims;
- l. Attempting to improperly access Bosworth's password protected court e-filing account after his termination; and
- m. Improperly signing Bosworth's name on a withdrawal of appearance for a case in which he had appeared as counsel without Bosworth's prior knowledge or authorization.

227. In short, despite its ethical obligations, and Bosworth's expectation of continued and/or prospective relationships with clients that he had represented and/or originated, Kline & Specter treated clients to whom it owes unqualified fiduciary and ethical obligations, and whose interests are paramount in the attorney-client relationship, like chattel whose continued representation by Kline & Specter was merely a *fait accompli*, whose stated election of Bosworth to be their attorney was to be disregarded, and whose cases were to be prejudiced should the clients dare exercise their absolute right to be represented by Bosworth or another attorney.

228. To be sure, as detailed extensively below, it took a Court Order and a threat of "contempt" during a November 23, 2022 hearing at which a Judge of the Philadelphia Court of Common Pleas excoriated Kline & Specter for improperly holding client files "hostage" for Kline & Specter to even begin the long-overdue process of complying with their ethical obligations to provide Bosworth with case files for those clients who had elected to remain represented by him.

229. Even then, however, Kline & Specter shockingly instructed its staff to provide incomplete files, thereby prejudicing not only Bosworth's representation of those clients who elected him, but also violating the duties that Kline & Specter owed to its former clients.

230. What's more, and shockingly, notwithstanding the tongue lashing and ethics tutorial that it received from the Judge during the November 23 hearing, mere days before this filing Kline & Specter reverted to refusing its former clients' instructions to transfer their files to Bosworth on the purported basis that—in Kline & Specter's view—these clients matters were somehow less pressing, and thus these clients' instructions regarding the transfer of their files could be ignored. Yet again, however, Kline & Specter's outrageous position—*which anoints itself as the supreme arbiter of the importance of the claims of clients whom the firm no longer represents*—is plainly violative of its duties to its former clients under the ethics rules.

231. Suffice it to say that this list of unethical and tortious conduct goes on and on.

232. Indeed, based on their concerns with Kline & Specter's volatile, highly inappropriate, and totally unethical behavior, clients who have elected to be represented by Bosworth remain terrified because they think that Kline & Specter will seek harsh retribution against them for merely exercising their fundamental right to pick their own attorney.

233. All told, however, viewed in isolation and together, it is obvious that Kline & Specter's pre- and post-termination conduct was all focused on one singular and self-serving purpose: that is, improperly and unethically denying clients originated by Bosworth and/or represented by Bosworth of both their right to be informed of their right to elect the attorney of their choice, *and of their right to elect the attorney of their choice*, in violation of longstanding public policy as embodied in, *inter alia*, the rules of professional conduct in order to obtain an unfair advantage in retaining those clients upon Bosworth's departure from the firm.

234. *Yet, clients are not property and Kline & Specter is not above the law.*

235. Accordingly, on the foregoing and as outlined below, Bosworth asserts the following facts in support of his claims to seek redress for the harm caused by the tortious, improper, and egregiously unethical conduct of Kline & Specter and its principals and agents.

II. May through October 2021 – The Beginnings of Kline & Specter’s Jealousy of Bosworth’s Numerous Successes and Attempts to Wrest Control Over Bosworth’s Lucrative and Organically Cultivated Referral Relationships and Cases

236. The origins of this dispute are found in Bosworth’s exceptional professional accomplishments and prolific business and client matter generation, which had manifested in tremendous and unparalleled success by the late Spring and early Summer of 2021.

237. During that time, Bosworth had obtained over \$21 million in settlements in three separate medical malpractice cases that he had originated (two through close friendships that became referral relationships, and one on his own) and in which he was lead counsel.

238. Bosworth had performed all of the work on these very significant client matters. He alone had drafted the pleadings. He alone had responded to the preliminary objections. He alone propounded written discovery requests and responded to written discovery requests. He alone took and defended every single deposition. He obtained the expert support presuit and obtained all the experts’ reports. He alone had drafted and responded to all dispositive motions.

239. Moreover, during this same period, Bosworth also initiated numerous lawsuits on behalf of clients referred directly to him from his close friends and referral counsel, including 32 separate cases against a medical device company that are now pending in the Philadelphia Court of Common of Pleas and could potentially result in hundreds of millions of dollars in fees.

240. During this period, Bosworth received consistent praise from Shanin Specter and Tom Kline for both the excellent quality of his work and his incredibly fruitful referral relationships and origination of high-quality client matters for the firm.

241. For example, with respect to Bosworth's unprecedented string of settlements totaling over \$21 million in mid-2021, both Kline and Specter sent Bosworth many emails commending him for doing tremendous work and obtaining excellent results.

242. Specter also included Bosworth in local media appearances promoting the aforementioned actions originated by Bosworth against the medical device company.

243. However, despite Bosworth's enthusiasm for working at Kline & Specter and earnest desire to cultivate his originated client matters and referral sources in collaboration with its principals, once Bosworth started obtaining incredibly lucrative results in the cases he was originating, the firm's principals started trying to covertly co-opt Bosworth's referral sources.

244. This effort began in August 2021 when Specter instructed Bosworth to arrange for a meeting so that he could meet Bosworth's friend and referral source, Referral Source #1.

245. Specter had never met Referral Source #1 before.

246. Bosworth had known Referral Source #1, and was friends with him, since before ever working at Kline and Specter.

247. At that point, Referral Source #1 had directly referred Bosworth numerous cases with a collective value or potential collective value of hundreds of millions of dollars.

248. Bosworth obliged and arranged that meeting for September 2021.

249. That meeting was extremely awkward and uncomfortable as it was clear that Specter aimed to use the meeting to ingratiate himself with Referral Source #1 and eliminate Bosworth from the referral relationship.

250. Specter's attempts were, however, unsuccessful.

251. After the meeting, it was obvious that Specter was highly disappointed in his inability to usurp Bosworth's close relationship with Referral Source #1, so much so that immediately after the meeting Specter emailed Bosworth stating that he wanted to meet Bosworth's friend and other major referral relationship, Referral Source #2.

252. Specter had never met Referral Source #2 before.

253. Bosworth had known Referral Source #2, and was friends with him for some time.

254. At that point, Referral Source #2 had referred Bosworth numerous cases with a collective value or potential collective value of hundreds of millions of dollars.

255. Notwithstanding Specter's awkward conduct during the earlier meeting with Referral Source #1, Bosworth obliged and arranged a meeting for October 2021.

256. Yet again, however, during that meeting Specter was similarly unsuccessful in attempting to ingratiate himself with Referral Source #2 so as to eliminate Bosworth from the referral relationship.

257. Upon information and belief, Specter's total failure to usurp Bosworth's relationships with Referral Source #1 and Referral Source #2 caused feelings of jealousy and resentment towards Bosworth, a then 32-year-old associate who, simply through his grit, hard work, and earnest commitment to his clients, had become the firm's lead business generator.

III. October through December 2021 – After Failing to Wrest Control Over Bosworth's Lucrative Referral Sources, Kline & Specter Responds by Attempting to Transfer Client Matters Originated by Bosworth Away from Him

258. Concurrent to the awkward meetings between Specter and Bosworth's referral counsel, Bosworth continued to originate high-quality cases for Kline & Specter on his own and through his referral sources, including two cases involving the deaths of children from a recalled

product referred to Bosworth by Referral Source #1, and a large and high-quality medical malpractice action referred to Bosworth from a former law school classmate and referral source.

259. In addition to these cases, Bosworth had originated over 500 cases that were directly referred to Bosworth—from Referral Source #1—involving potential claims against a multi-billion-dollar food company for neurologic injuries caused to children due to ingestion of toxic heavy metals in various baby foods brands.

260. Bosworth had likewise originated various cases involving claims regarding a defective herbicide, including the first-filed (and potentially first to try) such case in Philadelphia County against a multi-billion-dollar agrochemical and agricultural biotechnology corporation, which was again referred directly to Bosworth from Referral Source #2.

261. Kline and Specter also continued to praise Bosworth’s legal work as exceptional.

262. However, after Specter failed to wrest control over Bosworth’s referral sources, Tom Kline and Shanin Specter approached Bosworth in October 2021 with a proposal to strip away his cases and transfer most of his originated cases to other lawyers within the firm.

263. Bosworth responded to Kline & Specter’s proposal by outlining his extensive referrals and success in originating cases and proposing that, in lieu of transferring cases he originated to other attorneys within Kline & Specter, the firm should instead hire one or two additional attorneys to work exclusively on Bosworth’s cases and under his supervision.

264. In outlining this proposal, Bosworth noted that this model had worked to great effect for other Kline & Specter attorneys who generated substantial business and further emphasized the importance of his continued involvement in cases to his referral relationships.

265. Kline & Specter initially rejected Bosworth’s suggestion outright, however, in December 2021 a compromise was seemingly reached by which Kline & Specter hired two

attorneys to work with Bosworth on the numerous client matters originated by Bosworth, with Bosworth dividing his burgeoning caseload among himself and the other two attorneys.

266. While Bosworth hoped this arrangement would prove fruitful for both him and Kline & Specter, and allow him to cultivate his referral relationships in collaboration with Kline and Specter, as outlined further below, it soon became clear it was only a ploy in the firm's quest to separate Bosworth from his lucrative referral relationships and originated cases.

267. Indeed, and for example, notwithstanding that both Kline and Specter had led Bosworth to believe that this new arrangement would allow him to remain involved in client matters he originated through his referral relationships, including Referral Sources #1 and #2, Bosworth later learned that, around this time, a Kline & Specter attorney had secretly revised a retainer agreement for a client originated by Bosworth through Referral Source #2.

268. The original retainer agreement, which the client had signed in the presence of Bosworth and Referral Source #2 in the client's home, expressly stated that Referral Source #2 "*referred this case to Thomas E. Bosworth, Esquire, of Kline & Specter, P.C.*" (emphasis added).

269. However, sometime later, a Kline & Specter attorney surreptitiously revised this retainer agreement to remove Bosworth as the originator of that client matter and instead state that Referral Source #2 had "*referred this case to Kline & Specter, P.C.*" (emphasis added).

270. This client matter was the first-filed case in Philadelphia County against the multi-billion-dollar agrochemical and agricultural biotechnology corporation described in paragraph 260 *supra*, and a case Tom Kline frequently obsessed about due to its massive verdict potential.

271. Upon information and belief, this secretive and highly inappropriate action was taken by the Kline & Specter attorney to further separate Bosworth from Referral Source #2 in

anticipation of Kline & Specter's subsequent attempts to avoid having to pay him substantial bonuses and referral fees on the client matter that was referred to him by Referral Source #2.

IV. January through March 2022 – Bosworth's Star Continues to Shine

272. Into 2022, Bosworth continued to rack up professional successes for Kline & Specter, including successfully defeating a crucial motion to transfer venue from Philadelphia County to Lehigh County in a decision that positively affected all of the cases Bosworth originated through his referral counsel against the medical device company described in paragraph 239 *supra*.

273. In so doing, Bosworth singlehandedly conducted all venue discovery, including substantial briefing on complicated issues and taking the depositions of six defense witnesses.

274. No Kline & Specter lawyer, other than Bosworth, took any of these depositions.

275. Indeed, to this day, Kline & Specter had an entire section of its firm website dedicated to advertising Bosworth's work in litigating this crucial venue issue.

276. In January 2022, Bosworth also obtained a seven-figure settlement against the remaining defendants in a case that he had originated and earlier obtained another seven-figure settlement against another defendant, thus bringing the total settlement to almost eight figures.

277. This is one of the cases that, but for Kline & Specter's wrongful and tortious conduct, Bosworth was to receive a substantial bonus on in December 2022.

278. Crucially, moreover, during this time period, Bosworth's numerous professional accomplishments were not lost on Kline & Specter's principals, Shanin Specter and Tom Kline.

279. For example, in January 2022, Specter emailed Referral Source #1 and Referral Source #2 to update them regarding his satisfaction with both the efficiency and quality of the work being performed on the cases that Referral Sources #1 and #2 had referred to Bosworth.

280. Moreover, in February 2022, in regard to a brief that Bosworth drafted with minimal input, Specter emailed Bosworth to commend him regarding the excellent job he did writing the brief, including his tremendous marshaling of the facts and legal analysis.

281. As such, notwithstanding the self-serving, incorrect, and totally revisionist allegations in the Complaint, the truth of the matter is that well into 2022, Tom Kline and Shanin Specter unequivocally and repeatedly expressed that Bosworth was doing fantastic work.

V. April through June 2022 – Bosworth’s Continued Successes and First Reasonable Request for Clarity Regarding His Compensation at Kline & Specter

282. Undeterred by his failures to wrest control over Bosworth’s relationships with Referral Sources #1 and #2, Specter persisted into 2022 in attempting to co-opt those referral relationships away from Bosworth and eliminate Bosworth from those relationships.

283. Despite these attempts, however, Bosworth continued to originate a staggering number of high-quality cases for Kline & Specter based on his organically cultivated referral relationships with attorneys with whom he shared close personal friendships and strong professional connections, including Referral Source #1 and Referral Source #2.

284. Indeed, and as of April 2022, through his referral relationships Bosworth had originated an incredible number of cases that were not only being handled by Bosworth, but also other firm attorneys, including numerous cases referred to him by Referral Sources #1 and #2.

285. Kline & Specter’s compensation structure for cases originated by firm attorneys through referral counsel was, however, notoriously opaque.

286. Thus, in light of the firm’s lack of transparency, as well as his general awareness of Specter’s ongoing attempts to usurp his referral sources, Bosworth politely emailed Tom Kline and Shanin Specter in May 2022 with a request to discuss the terms of his compensation.

287. In making this request, Bosworth sought clarification on whether the firm would provide baseline compensation in the form of a guaranteed set percentage out of the firm's fee interest in any case referred to Bosworth by another attorney, including his referral sources.

288. Neither Specter nor Kline responded to Bosworth's email.

289. However, after Bosworth later followed up on his request, Kline responded by declining Bosworth's request and generally stating that he would be fairly compensated.

290. At the time, Bosworth thought this response was disappointing for numerous reasons, not the least of which was that during that period he had been generating a substantial amount of work for other Kline & Specter attorneys in cases that were referred to him and he thought it important to have a better understanding of the firm's compensation process.

291. Yet, not wanting to create tension, Bosworth dropped his request to discuss compensation and redirected his focus to his prolific case successes and business generation.

292. In this regard, and for example, in June 2022, Bosworth settled a wrongful death case that he had originated all on his own for \$7 million after a two-week trial in which was lead counsel. Yet again, this is one of the cases that, but for Kline & Specter's wrongful and tortious conduct, Bosworth was to receive a substantial bonus on in December 2022.

293. What's more, in addition to obtaining the \$7 million monetary settlement, Bosworth's superb trial performance resulted in the defendants also agreeing to numerous non-monetary settlement terms that were incredibly important to the client.

294. In June 2022, Bosworth also received his mid-year bonus.

295. Notably, at this time, Kline & Specter failed to notify Bosworth that a products liability case for which he had performed substantial work had settled for seven figures.

296. As such, and notwithstanding Kline's representations to Bosworth just a month earlier, Bosworth was not fairly compensated for his substantial work on that case.

297. Around this time, moreover, there also began longstanding tension between Bosworth and Kline over shocking evidence that Bosworth uncovered in a medical malpractice action he had against a major Philadelphia university hospital and health system.

298. This shocking evidence justifiably horrified Bosworth's client, who specifically requested that the evidence be publicly exposed and provided to local news outlets in order to prevent the tragedy giving rise to the client's case from ever happening to anyone ever again.

299. Pennsylvania Rule of Professional Conduct 1.2 defines a lawyer's scope of representation and defines the allocation of authority between a client and a lawyer.

300. Rule 1.2(a) specifically provides that "*a lawyer shall abide by a client's decisions concerning the objectives of representation* and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued." (emphasis added).

301. Accordingly, upon receiving direction from the client to go public with this information, Bosworth immediately brought the client's decision regarding the objectives of the litigation to the attention of Kline, who was the supervising attorney on the case.

302. Notwithstanding the client's expressed decision regarding the objectives of the litigation, however, for months thereafter, Kline—who had a longstanding relationship with the university hospital and health system—aggressively declined Bosworth's repeated requests to go public with this shocking evidence.

303. Kline's steadfast refusals to follow this client's stated decision was surprising to Bosworth because of Kline's seemingly insatiable thirst for media attention and publicity.

304. What's more, Kline's outright refusals to honor the client's decision was and remains highly upsetting to this client, who has since fired Kline & Specter, rebuffed Kline & Specter's persistent and unethical solicitations, and elected to be represented by Bosworth.

VI. August 2022 – Bosworth Goes Viral with Law-Related Posts on the Social Media Platform TikTok and Again Asks to Discuss His Compensation

305. In addition to his substantial generation of high-quality cases through his organically cultivated referral sources and personal friendships, in August 2022 Bosworth fortuitously developed yet another innovative means for substantial case generation and client development when he went viral with a law-related post on the social media platform TikTok.

306. Bosworth's initially viral TikTok post was viewed by 80,000 people, and after the post, his number of followers on the social media platform grew rapidly and exponentially.

307. As of the date of this filing, Bosworth has approximately 168,800 TikTok followers, as well as 30 million views and 2.6 million likes of his videos.

308. At various times, Specter described Bosworth's social media presence and ability to generate business from TikTok as impressive and amazing.

309. To be sure, almost immediately after his initial viral post on TikTok, Bosworth started generating a staggering number of high-quality cases and potentially lucrative client matters not only in Pennsylvania, but also throughout the entire United States.

310. Bosworth also presented all of these TikTok leads to Kline & Specter, and enthusiastically provided Kline and Specter with routine and detailed updates on the leads.

311. Indeed, notwithstanding the self-serving, incorrect, and totally revisionist allegations in Plaintiff's Complaint, the truth of the matter is that Kline & Specter's own intake team was tasked with documenting, recording and performing intakes on these TikTok cases.

312. What's more, further notwithstanding the self-serving, incorrect, and totally revisionist allegations in Plaintiff's Complaint, Bosworth did not take or possess any contact information for the clients or leads originated through TikTok with him upon his firing.

313. To the contrary, as outlined extensively below, since Bosworth's wrongful discharge, Kline & Specter has not only wrongly refused to provide Bosworth with contact information for these clients so he may comply with his ethical obligations to present election letters in accordance with the rules, but Kline & Specter has also used that information to improperly solicit these clients in violation of their clear obligations under the rules.

314. Indeed, since his wrongful discharge, clients who Bosworth originated through TikTok during his time as an attorney at Kline & Specter have contacted him and informed him that the firm's principals and/or agents have repeatedly and improperly solicited them to stay represented by Kline & Specter without ever informing these clients that they had the right to remain represented by Bosworth or elect another attorney upon Bosworth's departure.

315. Kline and Specter initially acted excited for Bosworth's TikTok success.

316. Surely, within days of Bosworth's post going viral on TikTok, Specter had Bosworth expressly instruct the head of Kline & Specter's intake department to handle all the intakes and out-of-state referrals for cases that Bosworth was generating through TikTok.

317. Things took a turn for the worse, however, when Bosworth attempted to use this latest example of his energetic commitment to business generation and client development to reapproach Tom Kline and Shanin Specter regarding the terms of his compensation.

318. In this regard, approximately one week after his first viral TikTok post, Bosworth politely emailed Kline and Specter asking to discuss if they would agree to provide him a higher percentage on cases that he originated himself but were referred out of the firm.

319. Bosworth thought this was eminently reasonable to broach this topic given the incredibly large number of out-of-state referrals he was directly generating through TikTok.

320. While Bosworth hoped his email would foster an open dialogue with Kline and Specter regarding his compensation and substantial generation of cases for the firm, just one minute after sending that email Specter responded with a one-word answer: “No.”

321. Confident in his substantial and ongoing contribution to the firm’s courtroom successes and business generation, however, Bosworth emailed Kline and Specter again the following week asking to revisit his request for clarity regarding his compensation on the incredible number of high-quality cases that he had originated through his referral sources.

322. Yet again, however, the firm refused to entertain Bosworth’s request.

VII. August and September 2022 – After Bosworth’s Reasonable Requests to Discuss Compensation, Kline & Specter Retaliated Against Bosworth by Separating Him from His Referral Relationships and Originated Client Matters

323. Almost immediately after Bosworth asked to discuss his compensation, Specter undertook a course of conduct that seemed designed to not only punish him for attempting to discuss his compensation, but also to further separate him from his referral sources and cases.

324. This started in August 2022 when Specter stripped Bosworth’s cases away from him by arbitrarily imposing a caseload limit of 20 pre-litigation cases and 20 litigation cases.

325. Upon information and belief, no similar caseload limit had been imposed on any other Kline & Specter attorney, let alone one who had personally originated as many cases as Bosworth had through his referral relationships and/or directly without any referral counsel.

326. Moreover, no longer hiding his desire to wrest control over Bosworth’s referral relationships, within a week of Bosworth’s request to discuss compensation for cases that he originated through referrals, Specter emailed Referral Source #1 stating—directly and in no

uncertain terms—that going forward Referral Source #1 should directly email either Kline or Specter (*i.e.*, and not Bosworth) with any new referrals that Referral Source #1 had.

327. Crucially, however, prior to Specter’s email, all of Referral Source #1’s case referrals had always come into Kline & Specter directly though Bosworth.

328. Further still, on the Sunday afternoon before a Tuesday trial (Monday was Labor Day, a federal holiday) in which Bosworth was to give his opening statement in the case in which he obtained the largest medical malpractice verdict of 2022, Specter called him and stated that he was going to reassign hundreds of cases that Bosworth originated and was previously responsible for to other lawyers at Kline & Specter.

329. After that call, Specter memorialized what he said in an email to Bosworth.

330. Bosworth promptly responded to Specter’s email noting his concerns with Specter’s stated intent to reassign client matters that he had both originated and been working on.

331. Almost immediately after Bosworth’s email response, Specter called Bosworth yelling and screaming “what the f--k was that email? That email was s--t!”

332. On that call, Specter also accused Bosworth of being “f--king insubordinate,” “stupid,” and writing his email response “with an eye towards litigation.”

333. At the end of that call, Specter also told Bosworth: “You’re going to reply to my email again and say ‘Agree’ or you’re f--king fired!” Specter then hung up.

334. After this second phone call with Specter, Bosworth was terrified of being fired because he was scheduled to give his opening statement the day after Labor Day in a case in which he was lead counsel and had done all of the depositions, discovery, and expert reports.

335. To be sure, being summarily fired by Specter then would have effectively meant that Bosworth's horribly injured and unemployed paraplegic client would be without the client's longstanding attorney for the trial of the client's incredibly consequential catastrophic injury case.

336. Thus, based on his grave concerns for the prejudice that would befall his client if he was fired on the eve of trial, Bosworth re-replied to Specter's email stating: "Agree."

337. Upon information and belief, Specter cynically leveraged the fact that Bosworth was hours away from his opening statement in a case for which he was lead trial counsel and responsible for all the case work to propose this massive reassignment of Bosworth's caseload knowing he would not, or could not, object based on his concerns of prejudice to the client.

338. Thereafter, Kline & Specter began a massive reassignment process by which hundreds of cases originated by Bosworth were transferred to other lawyers at the firm.

339. This massive reassignment of Bosworth's cases included, *inter alia*, stripping Bosworth of the hundreds of baby food cases that Referral Source #1 had directly referred him, effectively removing Bosworth from the cases against the medical device company described in paragraph 239 *supra* (which Bosworth had both originated the first 32 filed cases and for which Bosworth successfully litigated the crucial venue issue), removing Bosworth from the various herbicide cases described in paragraph 260 *supra* (in which he had been referred directly the first case to go to trial in Philadelphia County from Referral Source #2), and assigning yet more catastrophic injury and death cases that Bosworth originated to other Kline & Specter lawyers.

340. While jumping ahead a little, around the same time that Kline & Specter was beginning this massive reassignment of Bosworth's cases, Kline and other firm attorneys began engaging in a course of conduct that Bosworth only later realized was part of Kline & Specter's concocted scheme to fabricate a record of misconduct against him before firing him.

341. Specifically, in a medical malpractice case against the same health system with which Kline had a longstanding relationship, Kline and two other attorneys—including a firm attorney who is close friends with the head in-house lawyer at the health system—began alleging in emails that Bosworth had failed to obtain expert certificates of merit before filing the lawsuit.

342. These claims were not only surprising to Bosworth, but they were outright false.

343. To the contrary, Bosworth had obtained thorough and complete written reports from various medical experts well before filing suit, including reports from a board-certified OBGYN physician, board-certified pediatric neurologist, and board-certified neuroradiologist.

344. While Kline and the two firm attorneys persisted for weeks in falsely accusing Bosworth in this regard, when Bosworth later directly emailed Kline and the other two firm attorneys these experts' presuit reports, Kline's plan fell flat, but not before Kline had exhibited multiple outbursts at Bosworth, which were clearly a result of Kline's frustration at his failed attempt to fabricate a record of misconduct by Bosworth before firing him, a course of action which only intensified in the weeks that followed as set forth extensively below.

345. Characteristically, moreover, upon Bosworth's firing from Kline & Specter, the client in the matter in which Kline and the other Kline & Specter attorneys leveled these false accusations against Bosworth fired Kline & Specter, rebuffed Kline & Specter's persistent and unethical solicitations, and elected to be represented by Bosworth.

VIII. September and October 2022 – After Bosworth's Record-Setting Verdict, Kline & Specter Unexpectedly Begin Criticizing the Quality of Bosworth's Work

346. On September 21, 2022, and merely two months before Bosworth's wrongful discharge, Bosworth obtained the largest medical malpractice verdict of the year (\$19.6 million) in the Commonwealth of Pennsylvania after a three-week trial in which he served as lead counsel.

347. The verdict, with which Bosworth made history as the youngest lead counsel to ever obtain an eight-figure verdict for a living plaintiff, received front page news coverage.

348. The verdict was also so significant that Specter instructed Bosworth and his co-counsel Terrance DeAngelo to do a Continuing Legal Education (“CLE”) program on the trial.

349. In the weeks after his record trial verdict, Bosworth also continued to generate numerous high-quality cases and leads for Kline & Specter, including through TikTok.

350. Nevertheless, despite Bosworth’s trial successes and prolific case generation, Specter almost immediately redoubled his focus on the limit of 20 pre-litigation cases and 20 litigation cases that he had arbitrarily imposed on Bosworth the month earlier.

351. The imposed case limit resulted in, *inter alia*, more high-quality cases and leads that Bosworth was originating to be reassigned to other lawyers within the firm.

352. Based on his concerns with the reassignment of cases that he had originated, Bosworth politely emailed Kline and Specter on the afternoon of Friday, October 14, 2022 and asked if they could have a meeting regarding the limitations on Bosworth’s caseload.

353. In that email, Bosworth reiterated his concerns with the fairness of the firm’s massive reassignment of cases he had originated directly or through referrals to other attorneys.

354. Bosworth further noted that, to his knowledge, no similar limitation had been imposed on any other attorney at the firm and that data in the firm’s shared File Vine program showed that a number of attorneys with less experience than he had far higher caseloads.

355. Notwithstanding the respectful nature of Bosworth’s request for a meeting, Bosworth’s request apparently outraged Specter, who responded with two angry and menacing emails on the morning of Monday, October 17, 2022, one that included the attorneys whose caseloads Bosworth referenced in his email, and the other sent directly to Bosworth himself.

356. While Specter's emails were replete with numerous self-serving, incorrect, and totally revisionist assertions—including regarding the quality of the cases that Bosworth was generating—Bosworth was thunderstruck by Specter's repeated and surprising attacks on the overall quality of his legal work at Kline & Specter, which bordered on *ad hominem*.

357. Indeed, with the exception of the routine, constructive feedback that any senior attorney would ordinarily provide to an energetic younger attorney with a robust caseload—particularly one such as Bosworth who, had not only achieved consistently excellent results for clients, but was the firm's lead business generator—Specter had never once raised any of the blanket accusations of Bosworth's poor work performance that he expressed in the email.

358. Rather, at the time of Specter's totally revisionist email, Kline and Specter had generally been very positive in their evaluation of Bosworth's overall work performance.

359. Upon information and belief, Specter introduced the false, self-serving, and revisionist accusations regarding the quality of Bosworth's legal work in order to lay the groundwork for what crystallized thereafter: a concocted and pretextual scheme designed to systematically separate Bosworth from clients he had originated and/or represented before firing Bosworth in a manner that would give Kline & Specter an improper and unfair advantage in soliciting those clients—and deprive those clients of their absolute right to make an informed election regarding their representation by the attorney of their choice—in clear violation of longstanding public policy as embodied in, *inter alia*, the rules of professional conduct.

360. Indeed, separate and apart from the circumstances explained herein, the totally revisionist nature of Kline & Specter's concocted and pretextual criticisms of the quality of Bosworth's overall work performance are underscored by the fact that since Bosworth was wrongly discharged from Kline & Specter, Specter has actively and incessantly been soliciting

Kline & Specter’s attorneys and/or staff for any information that they have and/or any examples they can provide regarding Bosworth’s alleged poor work performance and/or lack of fitness to practice law in order to substantiate the baseless allegations it offers in its Complaint.

361. It goes without saying that if the purported concerns that Specter expressed in his October 17 email regarding Bosworth’s work performance were genuine or in any way supported by reality, then Specter would have had no need (as he did) to have to attempt to locate and compile the supporting evidence after the fact (*i.e.*, after terminating Bosworth).

IX. October and November 2022 – Escalation of Kline & Specter’s Hostility Towards Bosworth and the Firm’s Concocted Scheme to Discharge Him

362. After Specter’s October 17 email, Kline & Specter’s pretextual and concocted scheme to discharge Bosworth intensified through a tripartite convergence of maneuvers that aimed to eliminate Bosworth from his referral sources and client matters before firing him.

i. Kline & Specter Tries to Eliminate Bosworth from Client Relationship in Matter He Obtained Historic \$19 Million Verdict Before Firing Him

363. Later in the morning on October 17, 2022—*i.e.*, merely a couple hours after Specter’s surprising, fabricated, and unexpected emails criticizing the quality of Bosworth’s work—Specter emailed Bosworth that the client for whom he had obtained the record-setting verdict a month earlier would be coming in for a meeting to discuss the case the next day.

364. Specter also noted that Bosworth was invited to attend that meeting.

365. This email was surprising to Bosworth for many reasons, including because— notwithstanding the fact that Specter had never met or even spoken with this client before— Specter arranged the meeting without consulting Bosworth, who had not only done all the discovery and was lead counsel at trial, but who also had a close relationship with the client.

366. Bosworth responded to Specter's email noting that he would attend and asking whether his co-counsel at the trial, Terrance DeAngelo, was invited to attend the meeting too.

367. Specter responded that DeAngelo would also be permitted to attend.

368. The following day, the client came in for a meeting at Kline & Specter's office, which was attended by Specter, Bosworth, DeAngelo and another firm attorney, Chip Becker.

369. Almost immediately, it became clear that Specter aimed to use the meeting to ingratiate himself with the client, whom again he had never met or spoken with before.

370. In a transparent ploy to form a relationship with this client, during the meeting Specter inappropriately pressured the client to take out a litigation loan with his "guy."

371. During the meeting, Specter also extensively praised Chip Becker—who up to that point had no involvement in the case—while taking great pains to avoid saying anything good about either Bosworth or DeAngelo, who had successfully obtained the historic trial verdict.

372. Upon information and belief, at the time of that October 18 meeting, Specter planned to fire Bosworth and was looking to engender trust with this client before doing so.

ii. Kline & Specter Attempts to Wrest Control Over Bosworth's Prolific and Lucrative Social Media Case Generation Activities Before Firing Him

373. Soon thereafter, Kline & Specter initiated another part of its plan to fire Bosworth, which aimed to wrest control over his prolific TikTok presence before firing him.

374. In this regard, on October 21, 2022, Kline & Specter's CEO emailed Bosworth (cc'ing Kline and Specter) to demand that Bosworth both immediately disconnect his personal email from his TikTok account and replace it with his Kline & Specter email address, and also forward all past TikTok leads he had received from his personal email to his work email.

375. While Bosworth was surprised by this email as he had previously presented all cases and leads he received from TikTok to the firm, Bosworth immediately complied with the CEO's demands and responded by email confirming his compliance with those demands.

376. However, despite Bosworth's immediate compliance with the CEO's orders and unequivocal confirmation of same, the CEO sent Bosworth yet another email—this time with a menacing and angry tone—accusing Bosworth's reply of being nonresponsive.

377. While he had already done so, Bosworth again confirmed his compliance.

378. Upon information and belief, the CEO's emails were instructed by Tom Kline and/or Shanin Specter, who wanted to co-opt Bosworth's TikTok account before firing him.

379. Indeed, concurrent to the email from the firm's CEO, the head of the firm's IT department sent an email expressing potential security concerns with the TikTok platform.

380. Thereafter, Kline suggested that the head of the firm's IT department arrange a meeting with the firm's head of social media, Bosworth, and another Kline & Specter attorney who was active on the social media platform.

381. That meeting occurred on October 25, 2022.

382. Oddly, however, during the meeting, there was little to no discussion about the purported security concerns that the head of the firm's IT department raised in his earlier email.

383. Rather, as the meeting progressed, it was clear the purpose of the meeting was instead for the firm's IT and social media departments to learn how Bosworth used TikTok.

384. Surely, and incredibly, during the meeting, the head of IT even went so far as to state that Kline & Specter wanted unprecedented access to Bosworth's cell phone and TikTok login information, both of which Bosworth was not required to—nor did he—provide.

iii. Kline & Specter Weaponizes Pretextual Narrative Regarding Bosworth's Alleged Work Performance to Force His Withdrawal of Appearance in a Potentially Lucrative Multi-Plaintiff Case He Originated Before Firing Him

385. In early November 2022, and shortly before Kline & Specter fired Bosworth, Specter also started showing an increased and particularly unusual interest in a multi-plaintiff action that arose out of a commercial van crash and resulted in numerous deaths and serious injuries in which Bosworth was lead counsel and had originated all four of the clients.

386. To be clear, neither Kline nor Specter had done any work whatsoever on the case at the time that Specter first started showing an increased and unusual interest in the case, which was on the eve of the case's prescheduled and potentially highly lucrative mediation.

387. Rather, Bosworth had performed all of the legal work on the case.

388. In this regard, on November 10, 2022, Bosworth filed responses to summary judgment motions that had been filed by the defendants in the multi-plaintiff case.

389. At the outset, and in stark contrast to the self-serving, incorrect, and totally revisionist allegations in the Complaint, at no point before Bosworth filed those summary judgment responses did Kline or Specter ever once attempt to discuss those responses with Bosworth, let alone ever once instruct him to work with a firm colleague on those summary judgment responses. Nor had Bosworth ever before been instructed to do so prior.

390. Quite the contrary, before this particular summary judgment response, Bosworth had singlehandedly drafted and filed numerous such responses at Kline & Specter. Not one of those summary judgment motions was ever granted. He was always successful in these motions.

391. Surely, the first time that either Kline or Specter expressed any interest in the summary judgment response was on November 15 (*i.e., after it had already been filed*) when

Specter asked to see the responses in advance of a pre-mediation meeting that he had arranged with three of the four clients (who again, Specter had never met or even spoken with before).

392. Upon information and belief, at the time of this meeting, Specter had already planned to fire Bosworth and was looking to engender trust with these clients before doing so.

393. Suffice it to say, however, that privately before and also during that meeting, Bosworth politely disagreed with Specter about an aspect of the case (on which Bosworth was later proven to be absolutely correct to the client's great benefit), which enraged Specter.

394. It was only after that meeting that Specter forwarded the summary judgment responses to Chip Becker and asked him to give his opinion on Bosworth's response brief.

395. Notwithstanding the self-serving, incorrect, and totally revisionist allegations in Kline & Specter's Complaint, Becker responded to Specter's inquiry by largely praising Bosworth's brief, even stating that Bosworth's legal analysis was really impressive.

396. In response to Specter's email, however, Becker suggested a slight reordering of the brief's legal arguments, to which Specter replied by asking Becker to make those changes.

397. Thereafter, Becker emailed Bosworth noting Bosworth's arguments in the brief were really impressive and commending Bosworth on the excellent manner in which he marshaled and explained the facts.

398. Becker also told Bosworth, however, that after speaking with Specter he would make some minor changes to the argument section in the summary judgment response.

399. While jumping ahead a little, within an hour of Bosworth's firing from Kline & Specter the next day, Becker filed a praecipe to substitute a corrected brief in these cases.

400. Upon information and belief, this action was taken to further the false and pretextual narrative that Bosworth had been doing poor and inferior legal work, which was

essential to Kline & Specter's preconceived and concocted plan to unethically and tortiously interfere with the absolute and unequivocal right of clients originated and/or represented by Bosworth to elect the attorney of their choice upon Bosworth's departure from the firm.

401. On this point, however, it is essential that the substituted brief only slightly reordered the arguments and made almost no changes to the facts as drafted by Bosworth.

402. Crucially, moreover, when the summary judgment motion was later denied after this instant action was commenced, the Court based its decision not on the legal arguments reordered by Becker, but rather on the numerous factual disputes that remained in the case.

403. As such, in stark contrast to Plaintiff's self-serving, incorrect, and revisionist allegations, the Court denied summary judgment based on the strength of Bosworth's factual presentation, the impressiveness of which even Becker had readily acknowledged.

404. Returning to the chronological recitation of the facts as they actually happened, however, in the evening of November 17, 2022, Bosworth and Specter had yet another pre-mediation meeting with another client (who again, Specter had never met or even spoken with before) in the multi-plaintiff case in which the summary judgment motions were pending.

405. Upon information and belief, at the time of this meeting, Specter had already planned to fire Bosworth and was looking to engender trust with this client before doing so.

406. As had been the case in the earlier meeting, however, at that meeting Bosworth again politely disagreed with Specter about an aspect of the case (on which Bosworth was later proven to be absolutely correct to the client's great benefit), which again enraged Specter.

407. Thereafter, and without any warning at all, Specter told the client Bosworth was doing a terrible job and that he would be removing Bosworth from all of the related cases.

408. Specter then summoned Bosworth to his office.

409. During that encounter, Specter viciously excoriated Bosworth and criticized the summary judgment responses that Bosworth had drafted as “terrible” and “awfully written.”

410. Specter’s harsh criticisms regarding the quality of his work was surprising to Bosworth for many reasons, not the least of which was that, earlier that day, Becker had twice unequivocally expressed his view that Bosworth’s work on the brief was really impressive.

411. Specter further demanded that Bosworth withdraw his appearances in the multi-plaintiff case that Bosworth had originated and had up to that point been lead counsel.

412. Upon information and belief, Specter’s surprising mandate for Bosworth to withdraw his appearances on the eve of the prescheduled mediations in these cases which Bosworth had originated and was lead counsel in was a premediated move by Kline & Specter to wrongly and unethically limit the clients’ ability to elect the attorney of their choice and avoid their obligation to provide those clients with election letters in accordance with the rules upon Bosworth’s firing, which at that point it is now clear the firm had long ago resolved to do.

413. Moreover, and upon information and belief, Kline & Specter wanted to fire Bosworth before the prescheduled mediations in these cases—which were scheduled for the following Monday, November 21, 2022—so that they could improperly solicit these clients over the weekend but before the cases could potentially settle for a substantial monetary sum.

414. To be sure, Specter called one of the plaintiffs in the multi-plaintiff case the day after Bosworth was fired and attempted to convince this client to stay at Kline & Specter in a manner that was improper, unethical and violative of the rules of professional conduct.

415. During this improper solicitation, Specter made numerous inappropriate and disparaging remarks about Bosworth, which greatly upset the client (a grieving mother who had lost her son) and who also had a close relationship with Bosworth as her attorney.

416. This client was so upset with Specter's slander of Bosworth, unprofessionalism, and pushy tone, that she hung up on Specter in distress. She also later elected Bosworth.

417. Nevertheless, during that meeting in Specter's office, Bosworth told Specter he would file withdrawals of appearances in those cases as he had demanded.

418. Importantly, however, Bosworth clearly explained to Specter that he would be unable to do so that evening because the firm was having ongoing computer problems of which Specter was already aware and of which Bosworth had notified the firm's IT department.

419. Indeed, prior to his termination, Bosworth had forwarded to Specter all of the emails he had between himself and the IT department, which clearly and unequivocally demonstrated the ongoing issues Bosworth had been having with his firm computer.

X. November 18, 2022 – Bosworth's Wrongful Discharge by Kline & Specter

420. Despite Specter's distressing behavior the night before, as well as his shock and dismay with how he had been treated by his mentor, Bosworth dutifully reported to work the following day and attended the firm's bi-weekly all attorneys' meeting from 9 a.m. to 10 a.m.

421. Mindful of Specter's mandate that he file withdrawals of appearances in the aforementioned cases, during that meeting, Bosworth exchanged emails with the IT department about his computer problems, which had to be fixed in order for him to file the withdrawals.

422. At approximately 10:30 a.m., a representative from Kline & Specter's IT department emailed Bosworth stating that his computer issues had been successfully fixed.

423. Almost immediately, however, and before Bosworth could draft or file the withdrawals of appearances on his now fixed computer, Specter—who was well aware of Bosworth's computer problems—emailed Bosworth stating that he was discharged from employment at Kline & Specter for not filing the withdrawals his appearances.

424. Specter further offered, however, that he would consider abating Bosworth's discharge from the firm if he filed the withdrawals his appearances by noon that day.

425. With the Damoclean sword of discharge of employment hanging over his head, Bosworth used his fixed computer to draft and file the withdrawals well before the noon deadline.

426. Further still, right after he filed those withdrawals, Bosworth forwarded the electronic docket pushes that he received from the Court confirming their filing to Specter.

427. At that time, Bosworth also sent Specter a separate email noting that the withdrawals had been filed and explaining he was delayed in filing them because of the firm's ongoing computer problems, which Bosworth had informed Specter about the night before.

428. Indeed, prior to his termination, Bosworth had forwarded to Specter all of the emails he had between himself and the IT department, which clearly and unequivocally demonstrated the ongoing issues Bosworth had been having with his firm computer.

429. However, notwithstanding Bosworth's reasonable explanation for the delay, Specter's ongoing awareness of Bosworth's firm computer problems, and Specter's prior representation that he would consider abating Bosworth's discharge if the withdrawals were filed by noon, Specter excoriated Bosworth, called him a liar, and said his discharge was final.

XI. November 18, 2022 – Bosworth Immediate Response to Being Fired

430. While it is true that Tom Kline and Shanin Specter repeatedly engaged in poor behavior towards him over the preceding months, Bosworth still had an immense amount of personal respect for them and hoped to continue his successful career at the firm.

431. Surely, and far from the Complaint's baseless allegations that he had secretly plotted his departure for months with stolen and secret clients, the truth is Bosworth had no intention of leaving Kline & Specter when he was wrongfully discharged.

432. Rather, Bosworth was focused on providing for his family (which includes two young children under the age of 3) and continuing to get great results and originate high-quality client matters as a Kline & Specter attorney.

433. Indeed, in stark contrast to Kline & Specter's false and outrageous allegations regarding Bosworth's longstanding secret plot to open his own law office, the first thing that Bosworth did after being fired was buy a printer for his row home as he did not even have a printer.

434. As such, and said another way, when he was wrongly discharged by Kline & Specter, Bosworth did not even have basic office supplies, let alone a secret law firm with the requisite office space, employees, bank and IOLTA accounts, liability insurance, corporate organization or any of the other things that he would need to set up his own law firm.

XII. November 18, 2022 through Present – Kline and Specter Engages in an Unprecedented Course of Self-Interested, Unethical and Tortious Conduct

435. At the time of Bosworth's discharge from Kline & Specter, Bosworth had originated and/or represented clients in thousands of matters with a collective value and/or potential collective value of hundreds and hundreds of millions of dollars.

436. What's more, Bosworth also had a reasonable expectation in a continued relationship with clients that he originated and/or represented during his time as an attorney at Kline & Specter upon, *inter alia*, both his and Kline & Specter's adherence to and compliance with the ethics rules and common law standards that apply to attorneys and firms upon an attorney's departure from a law firm which require, *inter alia*, that clients originated and/or represented by the departing lawyer be given an election choice to stay represented by the law firm, to be represented by the departing attorney, or to be represented by another attorney.

437. The ethical obligations that Kline & Specter owes its clients are absolute.

438. Yet, as outlined above and extensively below, immediately after Bosworth's wrongful discharge, Kline & Specter's principals and agents undertook a flagrant course of conduct that was totally violative of its ethical duties and obligations to these clients.

439. Indeed, Kline & Specter cynically used their concocted scheme to discharge Bosworth in an attempt to obtain an unfair advantage in soliciting clients that not only utterly failed to comply with its ethical obligations and duties to those clients, but which likewise improperly and selfishly aimed to deny clients who has been originated and/or represented by Bosworth their fundamental and unassailable right to elect the attorney of their choice.

440. To this day, Kline & Specter outright refuses to provide Bosworth with *any lists whatsoever* of the client matters that he had originated and/or appeared as counsel in while employed as an attorney at the firm so that he may comply with his clear ethical obligations to present those clients with election letters under the rules of professional conduct.

441. Upon information and belief, this concealment is due, at least in part, to the firm's fear that, if given the proper ethical choice, the clients will choose Bosworth and not them.

442. Indeed, this has already been proven to be true as the overwhelming majority of clients who actually received proper election letters from Bosworth have knowingly decided to terminate their relationship with Kline & Specter and elected representation by Bosworth.

443. The last thing that Kline & Specter wants is this flood to continue, and the firm's only way of preventing it is by acting unethically and tortiously toward these clients and Bosworth.

i. Kline & Specter's Outrageous and Repeated Failure to Provide Clients Originated and/or Represented by Bosworth with an Election Choice

444. Pa.R.P.C. 1.16 "Declining or Terminating Representation" ethically requires a lawyer to withdraw from representation of a client if the lawyer is discharged.

445. What’s more, Comment 4 to Rule 1.16 makes it crystal clear that a client has the right to discharge a lawyer at any time, with or without cause.

446. A client also has freedom of choice of counsel, ABA Formal Opinion 99-414.

447. In this regard, and as cogently stated in *Atty. Grievance Comm’n of Md v. Potter*, 380 Md. 128, 158, 844 A.2d 367, 384 (2004)—which was cited extensively in Joint Formal Opinion 2007-300 of the Pennsylvania Bar Association Committee on Legal Ethics and Professional Responsibility and the Philadelphia Bar Association Professional Guidance Committee on the “Ethical Obligations When a Lawyer Changes Firms”—“*[t]he client has the right to choose the attorney or attorneys who will represent it . . . Clients are not the ‘possession’ of anyone, but, to the contrary, control who represent them . . . Clients are not merchandise. They cannot be bought, sold or traded. The attorney-client relationship is personal and confidential, and the client’s choice of attorneys in civil cases is near absolute.*” (emphasis added).

448. Moreover, Pa.R.P.C. 1.4 “Communication” imposes an ethical obligation on a lawyer to “promptly inform the client of any decision or circumstance with respect to which the client’s informed consent . . . is required by these Rules,” to “keep the client reasonably informed about the status of the matter,” as well as to “explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.”

449. In order to ensure that clients are afforded both their freedom of choice of who will represent him or her, and their right to communications necessary to permit the client to make informed decisions regarding their representation, the Pennsylvania Bar Association in conjunction with the Philadelphia Bar Association has implemented ethical standards governing the content of communications, which require, *inter alia*, that upon a lawyer’s departure from a law firm the client be notified “it has the sole right to decide who will complete or continue the

matters, the departing lawyer, the old firm or a new lawyer altogether.” Pa. Bar Ass’n Comm. on Legal Ethics and Prof’l Responsibility and Phila. Bar Ass’n Prof’l Guidance Comm., Joint Formal Opinion 2007-300 on the “Ethical Obligations When a Lawyer Changes Firms” at 11-12.

450. Despite its ethical obligations, immediately after Bosworth’s firing, Kline & Specter’s principals and agents started contacting the clients and referral counsel in cases originated by Bosworth and/or in which Bosworth appeared as counsel and telling them that Bosworth had been fired from the firm but that Kline & Specter would continue as their counsel.

451. During these improper conversations, Kline & Specter’s principals and agents likewise told these clients and referral counsel that—notwithstanding Bosworth’s discharge—Kline & Specter still represented these clients and referrers in their matters and that Kline & Specter would soon be following up with an email confirming that representation.

452. In violation of its ethical obligations and other common law duties to its clients, and Bosworth’s reasonable expectation of a continued relationship with clients he originated and/or represented, at no point did Kline & Specter’s principals and agents ever inform these clients that they had the right to remain represented by Bosworth or elect another attorney.

453. In this regard, and by way of one example, *just several minutes* after firing Bosworth, Specter attempted to reap the benefits of his concocted scheme by calling the client whom he had summoned for the meeting that is described at paragraphs 363 to 372 *supra*—and for whom Bosworth had obtained the historic jury verdict in September 2022—and informed the client that Bosworth was fired and that Kline & Specter would continue to represent the client.

454. At no point did Specter inform this client that the client had the option to elect another attorney or remain represented by Bosworth, who had not only served as lead counsel

during the entire case, but with whom the client also had a very close relationship. Yet, notwithstanding these improper solicitations, this client later elected Bosworth.

455. To be clear, this is just one example of the myriad improper and unethical conversations following Bosworth's firing in which Kline & Specter's principals and agents improperly solicited clients without providing a proper election choice as required by the rules.

456. Quite the contrary, many clients have told Bosworth about these improper solicitations, and the known number of these violations will undoubtedly grow in discovery.

457. Indeed, and by way of yet a further egregious example, in one case involving a client who is both paralyzed and bedbound, Kline & Specter's attorneys have continued to repeatedly call this client in an attempt to convince the client to terminate her representation with Bosworth even after Kline & Specter had received the written and signed election letter wherein this client chose Bosworth. This has happened multiple other times with other clients as well.

458. While this conduct, standing alone, is reprehensible, during the same period in which Kline & Specter was improperly soliciting clients without informing them of their fundamental right to the counsel of their choice, the firm also repeatedly refused to provide Bosworth with lists of clients that he originated and/or represented at the firm so he that could comply with his ethical obligation and duty to present those clients with ethically compliant elections by which they could exercise their right to choose their counsel going forward.

459. Shockingly, Kline & Specter tried to justify these actions on the ground that the client lists—which are uniquely within the firm's possession—were proprietary to the firm.

460. These assertions were, of course, outrageous as clients are most certainly not Kline & Specter's property and each one of those clients was owed both a right to elect counsel and a right to be informed of their right to elect counsel in accordance with the ethics rules.

461. Indeed, this outrageousness is magnified here where—at the same time Kline & Specter refused to provide the client lists—its principals and agents brazenly used that same information to improperly solicit clients originated or represented by Bosworth in the manner outlined above and in clear violation of their obligations to those clients under the rules.

462. Bosworth is also reliably informed, moreover, that during the same period that Kline & Specter was engaging in this egregious conduct, and after Bosworth was no longer employed at the firm, the firm also made repeated requests to improperly access his password protected Court of Common Pleas electronic filing account, presumably so that the firm could further interfere with his client relationships and/or myopically monitor his cases.

463. Relatedly, and despite Bosworth's repeated and good faith attempts to assess whether Kline & Specter has complied with its ethical obligation to notify clients of their fundamental election rights, Kline & Specter has likewise inexplicably refused to provide Bosworth copies of *any election letters* that the firm has obtained from clients showing those clients have been adequately advised of the right to elect counsel upon Bosworth's departure.

464. Upon information and belief, that is because no such election letters were ever obtained and/or because such election letters were only belatedly obtained well after Kline & Specter had already unethically and tortiously interfered with any such election decision to the point that the election was obtained in violation of the rules of professional conduct.

465. Indeed, mere days before this filing, Kline & Specter again outright refused Bosworth's request to see any election letters obtained by Kline & Specter in cases that he originated and/or appeared as counsel on the basis that because three months have passed since Bosworth's discharge, the firm is now somehow absolved from having to comply with its longstanding ethical obligation to notify those clients of their fundamental election rights.

466. This preposterous argument is, however, plainly self-defeating for numerous reasons, including because the fact that three months have passed without these clients being presented with their fundamental election rights is a direct result of Kline & Specter's own unethical and improper conduct in denying those clients their absolute election rights.

467. Surely, reduced to its essence, Kline & Specter's apparent position is that because three months have passed without these clients being given a proper election choice, then these clients are property that have effectively been adversely possessed by Kline & Specter.

468. **Yet, clients are not property and Kline & Specter is not above the law.**

469. Moreover, while many of the clients improperly solicited by Kline & Specter's principals and agents have since elected to be represented by Bosworth, those elections only occurred after Bosworth—who left without any client files—presented those clients (who either contacted him about their concerns with Kline & Specter's improper solicitations or whom he could independently identify) with ethically compliant election letters providing them with the ethical and proper choice to be represented by Kline & Specter, Bosworth or another attorney.

470. Indeed, Bosworth fully and completely complied with the rules at all times hereto.

471. As outlined extensively above, as well as in Kline & Specter's self-serving Complaint, Kline & Specter tried to excuse its patently unethical behavior by citing paragraph 6 of Bosworth's alleged employment contract, which purports to permit the firm to unilaterally solicit clients and referral counsel upon an attorney's voluntary departure from the firm.

472. This disingenuous argument, however, fails for two independent reasons.

473. First, under the clear and unambiguous terms of Section 6, that provision would only ever apply when an attorney voluntarily leaves Kline & Specter "at-will."

474. Here, however, Bosworth did not leave Kline & Specter “at-will,” rather he was abruptly and improperly terminated without cause. Accordingly, notwithstanding its clear unenforceability as a matter of law and public policy, the provision does not apply.

475. Moreover, the clause in Bosworth’s alleged contract upon which Kline & Specter disingenuously relies depends upon Bosworth’s intent to leave the firm in order for it to be applicable. Yet, as Bosworth did not intend to leave the firm and had no plan to do so then, notwithstanding its clear unenforceability as a matter of law and public policy, the alleged provision that purports to allow Kline & Specter to unilaterally solicit client does not apply.

476. In any event, moreover, and fundamentally, that provision does not—and could never—provide Kline & Specter license to violate the ethics rules by refusing to inform clients originated and/or represented by Bosworth of their absolute right to elect Kline & Specter, Bosworth, or another attorney altogether upon Bosworth’s departure from the firm.

477. Moreover, inasmuch as Kline & Specter’s egregious post-termination conduct clearly demonstrates that the intent of paragraph 6 is to circumvent its ethical obligations and common law duties to clients, then that provision is illegal and void on public policy grounds.

478. To be sure, any other result would plainly constitute an improper and illegal restriction on the client’s absolute and fundamental right to their counsel of their choice.

479. Unsurprisingly, Pennsylvania law does not allow such a result.

480. While paragraph 6, as well as other paragraphs in Bosworth’s alleged employment contract which restrict a client’s unfettered right to counsel, are void as a matter of law and public policy, it is likewise submitted that Kline & Specter’s improper and unethical solicitation of clients was especially predatory here as these clients—many of whom are disabled or incapacitated—had

close relationships with Bosworth and had little or no relationship with any other Kline & Specter attorneys, and thus the circumstances of these improper solicitations were highly distressing.

481. Indeed, numerous clients have communicated such distress to Bosworth.

482. The fact remains, however, that Kline & Specter's failure to comply with these most basic and fundamental ethical duties has resulted in hundreds and possibly thousands of clients who were required to receive a proper election choice—and whom could have elected Bosworth—to be denied that choice and instead remain at Kline & Specter by default, all in violation of duties owed to those clients, and Bosworth's expectation of future contractual relationships with clients he represented and/or originated upon his departure from the firm.

483. In fact, adding insult to injury, for one client for whom Kline & Specter did not follow the mandatory election rules, the firm also wrongly signing Bosworth's name on a withdrawal of appearance form despite the firm's prior knowledge that doing so was plainly inappropriate without both Bosworth's prior knowledge and written consent.

484. Further still, not only were clients originated and/or represented by Bosworth denied their election rights because of Kline & Specter's improper solicitations and failure to notify them of those absolute and fundamental rights, but it is also now clear that not all clients originated and/or represented by Bosworth have been accounted for, thus creating yet a further risk of prejudice to those clients as a result of Kline & Specter's shameful conduct.

485. To be sure, and by way of one particularly egregious example, just recently Bosworth has learned that since his termination Kline & Specter has declined representation in and/or voluntarily dismissed cases for a number of clients originated and/or represented by Bosworth against the same medical device company described in paragraph 239 *supra*.

486. Kline & Specter declined representation in and/or voluntarily dismissed these clients' matters, however, without ever providing Bosworth—who would happily pursue those meritorious actions for those clients whom he originated and once represented—with contact information for those clients so they can not only make an informed election decision, but be informed of Bosworth's willingness to continue pursuing their meritorious claims.

487. Indeed, mere days before this filing, Bosworth was contacted by a client he originated in a case against the medical device company described in paragraph 239 *supra* who informed him that a *Kline & Specter* attorney had outright dismissed the client's case with prejudice without ever once explaining that the client had the option to seek other counsel to continue with the client's very consequential matter, the difference between a dismissal with prejudice and a dismissal without prejudice, or the effects of a dismissal with prejudice.

488. Thus, and once again, Kline & Specter has unethically prioritized its own self-serving interests to the great detriment of clients to whom it owes absolute and total loyalty.

ii. Kline & Specter's Repeated and Improper Solicitations of Clients Who Elected Bosworth After Being Notified of the Client's Election Choice

489. After Bosworth's discharge, numerous clients that Bosworth originated and/or represented—and with whom Bosworth enjoyed very close relationships—called him not only because they were troubled by Kline & Specter's repeated and improper solicitations, but also because they wanted to fire Kline & Specter and stay represented by Bosworth in light of their confidence in his work abilities and earnest commitment to their very significant matters.

490. Further still, other clients Bosworth originated and/or represented at Kline & Specter until the firm's massive reassignment of his matters have contacted Bosworth after learning of his discharge and told him that not only did Kline & Specter failed to inform them about their fundamental election rights upon his discharge, but also that the clients wanted to

terminate Kline & Specter for ignoring their very significant matters since the cases were transferred away from Bosworth and assigned to other Kline & Specter attorneys.

491. Ironically, then, far from the self-serving, incorrect, and totally revisionist allegations in the Complaint, it is Kline & Specter that has ignored client matters previously represented by Bosworth after those cases were arbitrarily transferred away from Bosworth.

492. Thus, and in absolute and total compliance with the ethics rules, Bosworth presented each of these clients with election letters providing the clients with the choice to be represented going forward by Kline & Specter, Bosworth, or another attorney.

493. Representative examples of the clients who fired Kline & Specter and elected Bosworth upon being presented with an ethically compliant election letter include:

- a. The plaintiff in the record-setting \$19 million verdict Bosworth obtained in Philadelphia County as lead trial counsel in September 2022;
- b. The plaintiff in a case involving the death of a child due to negligence by a major utility company in Philadelphia County;
- c. The plaintiff in a Philadelphia County medical malpractice case involving the death of her father with an upcoming trial date in June 2023;
- d. The plaintiff in a Philadelphia County medical malpractice case involving the untimely death of her husband;
- e. The plaintiffs in a Philadelphia County medical malpractice case involving catastrophic and permanent injuries to the plaintiffs' child resulting in the child being spastic quadriplegic, bedbound, and requiring tube feedings;
- f. The plaintiffs in a Philadelphia County medical malpractice birth-injury case involving catastrophic and permanent injuries to the plaintiffs' child;
- g. The plaintiffs in a Philadelphia County negligence case against a major utility company involving injuries suffered by the plaintiff after company workers negligently caused a tree to fall and strike the plaintiff while he was driving;
- h. The plaintiff in a Philadelphia County negligence case against a major multi-million-dollar food company involving a multi-fatality commercial van crash that resulted in the plaintiff's son dying;

- i. The plaintiff in a Philadelphia County negligence case against a major multi-million-dollar food company involving a multi-fatality commercial van crash that resulted in the plaintiff's mother being rendered quadriplegic due to a spinal cord injury and later dying;
- j. The plaintiff in a Philadelphia County negligence case against a major multi-million-dollar food company involving a multi-fatality commercial van crash that resulted in the plaintiff suffering numerous injuries, including fractured cervical vertebrae and a fractured orbital bone;
- k. The plaintiff in a Philadelphia County medical malpractice case where the plaintiff has been rendered a paraplegic due to negligence during a back surgery;
- l. The plaintiffs in a Philadelphia County medical malpractice birth-injury case involving catastrophic and permanent injuries to the plaintiffs' child which require, among other things, orthotic braces for the child to be able to walk and a one-on-one aide at the child's school;
- m. The plaintiffs in two products liability cases against a major national toy company for injuries the plaintiffs' two children suffered due to defects in the children's product;
- n. The plaintiff in a product liability case against the manufacturer of children's "water beads" in a case that has received national media attention, including on ABC and Good Morning America;
- o. The client in a potential Philadelphia County medical malpractice case involving failure to timely diagnose cancer;
- p. The clients in a potential Philadelphia County medical malpractice birth-injury case against a Philadelphia-based health system which resulted in brain damage to the plaintiffs' child;
- q. The client in a potential Philadelphia County medical malpractice case involving paralysis to a young man in his 20s;
- r. The clients in a potential Philadelphia County medical malpractice case involving failure to timely diagnose and treat an embolus in their young child resulting in a stroke and rendering the child permanently bedbound, brain damaged, and disabled;
- s. The clients in a potential medical malpractice birth injury case involving cerebral palsy in a young child;

- t. The family of a man who became paralyzed and died in a potential Philadelphia County medical malpractice case following back surgery;
- u. The client in a potential product liability case against a major automobile manufacturer due to defects in the vehicle that caused a massive fire and resulted in extensive third-degree burns to the young client;
- v. The clients in another potential medical malpractice birth injury case involving cerebral palsy in a young child;
- w. The client in a potential medical malpractice case involving failure to diagnose stroke and consequent death of the client's father;
- x. The client in a potential medical malpractice case involving failure to properly administer the appropriate medication resulting in serious neurological deficits and injuries and permanent disability;
- y. The client in a potential medical malpractice case where the client is paralyzed due to negligence during a surgery; and
- z. The client described in paragraph 487 *supra* in the case against the medical device company described in paragraph 239 *supra*.

494. When presented with proper and ethically compliant election letters, one after another, clients have overwhelmingly elected to fire Kline & Specter and elect Bosworth to continue to represent them in their very significant cases even after they had been vigorously solicited by Kline & Specter in a wholly improper manner that violates the ethics rules.

495. Upon receipt of these signed election letters, Bosworth thereafter forwarded the election letters to Kline & Specter to notify them of these clients' choice of counsel.

496. Moreover, upon receipt of these signed election letters, the ethics rules required Kline & Specter to, *inter alia*, cease all communications with their now former clients.

497. Pa.R.P.C. 4.2 "Communication with Person Represented by Counsel" imposes an obligation on a lawyer not to "communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order."

498. On information and belief, notwithstanding this, and in violation of not only the firm's clear ethical obligations to its now former clients, but also Bosworth's then-existing contractual relations, Kline & Specter's principals and/or agents repeatedly and improperly solicited clients—via telephone and email—who terminated their representation with Kline & Specter after notice that the client had elected to be represented by Bosworth.

499. These improper communications were and are pervasive and vexatious.

500. Indeed, it was almost as if Kline & Specter convened a phone bank of the firm's attorneys for the dedicated purpose of improperly soliciting clients who elected Bosworth.

501. In one particularly egregious example, after Kline & Specter received a signed election letter for a client that elected Bosworth, a Kline & Specter attorney called the client's daughter to further solicit the client under the guise of being "confused" about the election.

502. Outraged, the client's daughter told that Kline & Specter attorney about her disappointment with another Kline & Specter attorney named Amy Guth because, in a prior conversation, Guth never said that client had the right to remain represented by Bosworth, and instead made it sound as if the client was required to remain represented by Kline & Specter.

503. Yet again, this conduct by Kline & Specter's attorneys was not only highly distressing to the client but also unethical and violative of Bosworth's client relationships.

504. While the list goes on and on in this regard, in many improper solicitations of former Kline & Specter clients who elected Bosworth, Kline & Specter attorneys also made disparaging remarks about Bosworth in an improper attempt to change the client's decision.

505. Indeed, and in one known instance, Kline & Specter's principals and/or agents falsely and disparagingly accused Bosworth of having been fired for "unethical conduct."

506. In yet another example, Kline & Specter falsely told the daughter of a client who had elected representation with Bosworth that Bosworth had been discharged from Kline & Specter because he had been doing a “bad job” and not handling her parent’s case properly.

507. Once more, then, Kline & Specter not only falsely disparaged Bosworth, it also cynically attempted to use its totally concocted and pretextual criticisms of Bosworth’s overall work performance to obtain an unfair advantage in both soliciting and/or retaining clients in violation of its ethical duties to its former clients and Bosworth’s relationships with his clients.

508. Upon information and belief, moreover, Kline & Specter’s principals and agents made similar false and disparaging statements about Bosworth to other clients whom the firm improperly solicited upon Bosworth’s departure, but whom Bosworth has not yet been able to identify due to the firm’s improper withholding of lists of clients that he originated and/or represented and other information to which he is entitled to comply with the ethics rules.

iii. Kline & Specter Improperly and Unethically Holds Client Files “Hostage” After Receiving Notice That Clients Had Exercised Their Right to Elect Bosworth and is Admonished by a Judge of this Court for Doing So

509. In addition to improperly soliciting clients who had elected Bosworth, Kline & Specter also unethically and tortiously attempted to interfere with those clients’ decisions by refusing to transfer their files to Bosworth notwithstanding the firm’s receipt of duly executed election letters from those clients and repeated requests from the clients and Bosworth to do so.

510. Indeed, after the firm had received duly executed client election letters from Bosworth, Kline & Specter’s principals and/or agents specifically instructed the firm’s staff members to not send any client files to Bosworth unless and until he paid the costs on the files.

511. Relatedly, while Kline & Specter’s principals and/or agents instructed Kline & Specter’s staff to send Bosworth bills and expenses for clients who had elected him, they

concurrently reiterated that staff were forbidden from transferring to Bosworth any of the client files that Bosworth needed in order to effectively represent those clients who elected him.

512. As with the communications in which it improperly solicited clients without notifying them of their election rights, Kline & Specter tried to excuse its unethical and tortious refusal to transfer the files to Bosworth by citing multiple provisions in paragraphs 7 and 8 of Bosworth's alleged employment agreement, which purport to provide that—notwithstanding a client's fundamental and absolute right to freely transfer their file to any attorney of their choice at any time and for any reason—Kline & Specter is somehow able to just ignore its clear ethical obligations unless and until Bosworth first pays all the costs on the departing file.

513. Fundamentally, however, any such contract provision is illegal and void under longstanding public policy prohibiting any such restrictions on the transfer of the client's file, which is the client's property and must be returned to the client upon the client's request.

514. For example, Pennsylvania Rule of Professional Conduct 1.15(e) imposes an ethical obligation on a lawyer to “promptly deliver to the client or third person any property, including but not limited to Rule 1.15 Funds, that the client or third person is entitled to receive.”

515. Further, Pa.R.C.P. 1.16(d) imposes an ethical obligation on a lawyer that “upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as . . . *surrendering papers and property to which the client is entitled.*” (emphasis added); *see also Potter*, 380 Md. at 158, 844 A.2d at 384 (2004) (explaining that “[t]he client's file belongs to the client, not to the attorney representing the client. The client may direct an attorney or firm to transmit the file to newly retained counsel” (emphasis added)).

516. Crucially, moreover, as most attorneys fired from law firms are not able to immediately repay all of the costs on a client's files, then any such provision is merely another

way by which Kline & Specter wrongfully and illegally attempts to restrict these clients' fundamental and absolute right to elect the counsel of their choice upon an attorney's departure from Kline & Specter in clear violation of longstanding Pennsylvania law and public policy.

517. Moreover, and frankly remarkably, after Bosworth's discharge, Kline & Specter even went so far as to say that under these provisions in his alleged contract, Bosworth was totally forbidden from complying with his ethical obligations to present clients he originated and/or represented with election letters unless and until he told those clients he would owe Kline & Specter an onerous and substantial financial obligation in the case going forward.

518. Yet again, however, inasmuch as this shows these purported provisions were merely just another self-serving mechanism through which Kline & Specter wrongfully and illegally attempted to restrict the fundamental and absolute right of clients represented and/or originated by Bosworth to the attorney of their choosing, then for these reasons as well the provisions relied on by Kline & Specter are void as a matter of law and public policy.

519. In fact, construed in isolation and together, it is clear that the provisions in Bosworth's alleged employment agreement were cynically and improperly designed with the intent to evade Kline & Specter's ethical and common law obligations to clients upon an attorney's departure from the firm, and therefore all the provisions on which Kline & Specter purportedly relies in this action are illegal and void on public policy grounds under Pennsylvania law.

520. Surely, while this conclusion necessarily follows from Kline & Specter's inappropriate attempt to interpret Bosworth's alleged contract as somehow circumventing their ethical obligations, it is buttressed by Kline & Specter's use of these provision to bully and intimidate clients into changing their decision to end their relationship with Kline & Specter.

521. By way example on this point, Kline & Specter's further egregiously unethical conduct in the client matter discussed at paragraphs 453 and 454 *supra* is particularly illustrative.

522. In this regard, after the improper and unethical solicitations that are detailed in paragraphs 453 and 454 *supra*, the client emailed Specter unequivocally stating the client was immediately terminating the client's attorney-client relationship with Kline & Specter.

523. Despite the client's clear instructions, however, Specter thereafter emailed the client stating that—while he understood that the client had elected to be represented by Bosworth—Kline & Specter would not transfer the client's file to Bosworth until he paid all the costs on the file and promised to pay Kline & Specter one-half of the gross fee on the case.

524. In other words, then, notwithstanding the fact that the client's file is the client's property and must be returned to the client upon the client's request, Specter unequivocally expressed that he would outright refuse to honor his ethical obligations and the client's wishes unless and until Kline & Specter's own self-serving interests had been satisfied.

525. While that conduct, by itself, was absolutely disgraceful, during this exchange Specter also emailed the client a copy of Bosworth's alleged employment contract with the ominous implication that—despite the client's desire to be represented by Bosworth—Bosworth was somehow forbidden from representing the client under the terms of his contract.

526. Yet again, Specter cruelly used Bosworth's alleged contract as a cudgel to not only callously intimidate that client, but to exert undue pressure on that client's choice of counsel, thereby further demonstrating the extent to which the provisions on which Kline & Specter now purports to rely are void as a matter of law and public policy because they intend to evade the firm's ethical duties to its clients and restrict the clients' ability to select their desired counsel.

527. At this time, the client in question also had a number of impending and time-sensitive case deadlines that would need to be addressed in a timely and efficient manner.

528. Accordingly, after Bosworth obtained a duly executed and proper election letter from this client, Bosworth forwarded a copy of that letter to Kline & Specter with a request that the case file be transferred promptly and immediately to avoid any prejudice to the client.

529. Nevertheless, notwithstanding Kline & Specter's receipt of the election letter, multiple requests from both Bosworth and the client for the transfer of the file, and the risk of impending prejudice to the client's case from the approaching case deadlines, Kline & Specter outright refused to transfer the client's file to Bosworth unless he paid all costs on the file and made numerous additional financial concessions to Kline & Specter in other client matters.

530. Ultimately, Kline & Specter's outright refusal to transfer the client's file in accordance with the ethics rules and the client's wishes caused Bosworth to have to request an extension of court-ordered deadlines in order to avoid serious prejudice to the client's matter.

531. After Bosworth submitted that extension request, moreover, the Court held a hearing on November 23, 2022 at which it excoriated Kline & Specter's counsel for the firm's arbitrary refusal to transfer the file pursuant to the client's instructions and the ethics rules.

532. All in all, the entire hearing transcript is quite a compelling read. For present purposes, however, the following excerpts are particularly relevant to the issues herein.

533. Towards the beginning of the hearing, and after the Court noted that Kline & Specter was "obligated to turn over" the client's file to Bosworth, Kline & Specter's counsel in this action asserted that under the aforementioned provisions in Bosworth's alleged employment agreement he was required to pay the costs on the file "prior to receipt of the file itself."

534. In other words, Kline & Specter’s counsel asserted that the firm could flout its longstanding and well-settled ethical obligations and duties to its now former client pending Bosworth’s payment of those costs pursuant to paragraph 8 of his employment agreement.

535. Shocked by this assertion, the Court responded: “So you’re saying you could withhold that file, *which is to the detriment of your previous client*, because Mr. Bosworth hasn’t given -- is not going to pay you a quarter of a million today?” (emphasis added).

536. Notwithstanding the fact that Kline & Specter’s counsel had just asserted that precise position, seemingly recognizing that the firm’s position was antithetical to its ethical obligations its counsel attempted to recast the firm’s position as somehow less odious.

537. Before Kline & Specter’s counsel could try to salvage its position, however, the Court forcefully excoriated Kline & Specter for prioritizing its financial self-interest over the firm’s absolute ethical duties and obligations to its now former client.

538. In this regard, the Court told Kline & Specter’s counsel: “I understand what your ethical duty to your client is. And it’s not for Mr. Bosworth to pay you a quarter of a million dollars before you give that file. *You don’t have a right to withhold that file.*” (emphasis added).

539. The Court continued by questioning Kline & Specter’s counsel regarding his familiarity with “the ethical rules,” emphatically excoriating his arguments and responding by asking: “*And tell me where you’re justified to hold that file hostage.*” (emphasis added).

540. Ultimately, after some additional back and forth on the ethics issues, the Court unequivocally told Kline & Specter’s counsel that if the client files were not transferred to Bosworth within 48 hours the Court would “*hold you in contempt of Court.*” (emphasis added).

541. Accordingly, all told it took a severe tongue lashing and outright threat of “contempt” from a Judge of this Honorable Court for Kline & Specter to begin the process of

complying with its ethical obligation to transfer client files to Bosworth for those clients who elected to stay represented by Bosworth and terminate their representation by Kline & Specter.

iv. Post-Hearing Unethical and Tortious Conduct by Kline & Specter

542. After the November 23 hearing, the Court issued an Order requiring Kline & Specter to provide “the full contents” of the client’s case file to Bosworth. The Order read, in relevant part, that “[t]he law firm of Kline & Specter is **ORDERED** to provide the full contents of their . . . file, including the briefs for the motions for post-trial relief, to Thomas E. Bosworth, Esquire, on or by Tuesday, November 29, 2022.” (emphasis in original).

543. Thereafter, seemingly in accordance with that Order, Kline & Specter began transferring to Bosworth not only that client file, but also files for other clients who elected Bosworth and for whom Kline & Specter had previously refused to transfer the files.

544. However, despite the Court’s Order for Kline & Specter to provide “the full contents” of the case file, upon Bosworth’s receipt of those case files from Kline & Specter, it became clear that the files provided were incomplete and missing essential documents.

545. Each time Bosworth followed up to request the full and complete file, however, Kline & Specter responded that it already provided all relevant documents in its possession.

546. While these clear deficiencies in the transferred files were never explained to Bosworth’s satisfaction, Bosworth subsequently learned that—far from Kline & Specter’s representations to him—Kline & Specter had specifically instructed its attorneys and staff to artificially limit their search for documents relevant to the client’s file to an electronic system called File Vine, and to not search for any physical documents relevant to the client’s file.

547. Accordingly, despite its clear obligations as noted in the aforementioned Court Order, Kline & Specter unethically and tortiously refused to provide “the full contents” of case files, thereby prejudicing their former clients and Bosworth’s representation of those clients.

548. Indeed, and seemingly anticipating that Bosworth would raise this absolutely improper and tortious post-hearing conduct in this responsive pleading, almost a month after commencing this action, Kline & Specter told Bosworth that the firm had located an outright astounding 62 additional boxes of files for clients who elected to be represented by Bosworth.

549. Incredibly, moreover, notwithstanding that Bosworth had repeatedly notified the firm regarding the incompleteness of the transferred client files, the firm attempted to blame Bosworth for the fact that these 62 boxes of client files had not been produced yet.

550. Kline & Specter’s arrant gaslighting is, of course, self-defeating for numerous reasons, not the least which is that—far from the firm’s disingenuous assertions that it had only recently found these documents—Kline & Specter has instead artificially limited its search for relevant documents and earlier instructed its staff not to produce other relevant physical files.

551. Even still, moreover, Kline & Specter refuses to provide client files for certain clients who have exercised their absolute and fundamental right to elect Bosworth as their attorney.

552. On information and belief, Kline & Specter has engaged in other conduct which has interfered with Bosworth’s ability to represent clients who have elected Bosworth as counsel by instructing Kline & Specter employees to take, or not to take, actions which were contrary to the interests of those clients and by failing to inform Bosworth so he could take remedial action.

v. In its Mission to Injure Bosworth Upon His Firing, Kline & Specter Also Committed Egregious Acts that Unethically Prejudiced its Then-Clients

553. As if the foregoing is not enough to underscore Kline & Specter’s egregiously tortious and unethical conduct, in the course of terminating Bosworth’s employment, the firm

undertook yet additional steps to further its own interests and injure Bosworth notwithstanding that the firm's conduct was severely detrimental and prejudicial to one of its then-clients.

554. In this regard, on November 18, 2022 (*i.e.*, the day Bosworth was discharge), Bosworth had prepared, finalized, and authorized the service of discovery responses needed to comply with a discovery order in a client matter that was then at Kline & Specter.

555. Indeed, on the morning of November 18, 2022 (*i.e.*, before Bosworth was terminated), Bosworth had expressly directed his paralegal to serve the discovery responses and his paralegal acknowledged that direction and was prepared to carry it out.

556. Before Bosworth's paralegal could serve the discovery responses on opposing counsel, however, Specter fired Bosworth under the circumstances outlined above.

557. Notwithstanding the fact that the discovery responses needed to be served to comply with the discovery order, after Kline & Specter terminated Bosworth's employment, a Kline & Specter manager expressly instructed Bosworth's paralegal to cease all work on Bosworth's cases, including the matter in which the discovery responses needed to be served.

558. Because of the improper intercession of this Kline & Specter manager, the discovery responses that needed to be served to comply with the discovery order were not sent.

559. Thereafter, Kline & Specter intentionally, recklessly and/or negligently refused and/or failed to inform Bosworth that the discovery responses had not been sent.

560. After his discharge, Bosworth presented the client in the matter in which the discovery responses needed to be served with a proper election letter which provided the client with the choice to be represented by Kline & Specter, Bosworth, or another attorney.

561. Upon being presented with the proper and ethically compliant election letter, the client then fired Kline & Specter and elected to be represented by Bosworth.

562. Pa.R.P.C. 1.16(d) imposes an obligation on a lawyer upon termination of representation, to take “steps to the extent reasonably practicable to protect a client’s interests.”

563. Thereafter, and despite its duties to its now-former client, Kline & Specter continued in its failure to inform Bosworth that the discovery responses had not been sent.

564. Subsequently, the opposing party in this client matter filed a motion seeking sanctions and a contempt order based on the failure to serve the discovery responses.

565. The filing of this motion by opposing counsel was shocking to Bosworth, who believed that the discovery responses at issue had been served and that the motion was moot.

566. Based on the failure to serve the discovery responses pursuant to the order, the Court entered an Order precluding Bosworth’s now client and Kline & Specter’s former client from presenting any liability or damage evidence against the opposing party at trial.

567. To avoid the immense prejudice that would befall his now client and Kline & Specter’s former client from the Court’s Order, Bosworth immediately filed a motion for reconsideration describing the circumstances set forth extensively above which successfully resulted in yet another Court Order vacating the earlier preclusion Order and scheduling a conference for the following week at which the sanctions motions would be addressed.

568. In advance of that conference, Kline & Specter’s counsel *in the instant case* undertook the unbelievable and unprecedented step of filing a motion in the case of Kline & Specter’s former client that was styled as a purported “Motion for Leave to File *Amicus Curiae* Brief to Correct the Record Relating to Reconsideration of This Court’s January 3, 2023 Order.”

569. The purported “*Amicus Curiae* Brief” that Kline & Specter sought to file in the firm’s now-former client’s case—despite being neither a party nor counsel for that client’s

matter—was a patent attempt to smear Bosworth and persuade the Court to impose sanctions on Bosworth in order to gain a tactical advantage in Kline & Specter’s litigation against Bosworth.

570. Critically, moreover, the purported “*Amicus Curiae* Brief” of Kline & Specter’s counsel *in the instant case* between Kline & Specter and Bosworth also totally failed to acknowledge that Kline & Specter’s manager had wrongly given the directive to Bosworth’s paralegal not to serve the responses that resulted in the now-vacated preclusion order.

571. By seeking leave to file the purported “*Amicus Curiae* Brief,” Kline & Specter recklessly increased the chance that the Court might reimpose sanctions on their former client.

572. Moreover, in seeking to file the purported “*Amicus Curiae* Brief,” Kline & Specter’s counsel in this case also made numerous false statements, including by falsely representing that Kline & Specter had transferred the entire contents of the firm’s now former client’s file to Bosworth when that was provably untrue, and by falsely stating that Bosworth’s former paralegal was reassigned to other attorneys when that alleged reassignment did not take place under the days following the termination of Bosworth’s employment and had nothing whatsoever to do with Kline & Specter’s direction to cease work on all of Bosworth’s cases.

573. On February 8, 2023, the Court conducted a Zoom conference on the motion for sanctions based on the failure to serve the discovery responses pursuant to the discovery order.

574. Despite Kline & Specter being neither a party, nor counsel for any party in that action, Kline & Specter’s counsel *in this action* appeared at the Zoom conference along with a reporter for a local legal journal who often writes articles favorable to Kline & Specter.

575. There was no valid purpose for Kline & Specter’s counsel to appear at the conference. Indeed, the only purpose for counsel’s appearance was to denigrate Bosworth.

576. During the conference, after which the Court outright denied Kline & Specter's request for leave to file its purported "*Amicus Curiae* Brief," counsel for all parties readily acknowledged they were not pursuing sanctions against Bosworth or his client. To be sure, the Court denied the sanctions motion completely and no sanctions were imposed.

577. Despite that fact, however, Kline & Specter's counsel *in this action* repeatedly attempted to awkwardly interject himself into the conference notwithstanding the Court observations regarding Kline & Specter's counsel *in this action* lack of standing in the case.

578. Moreover, during these interjections, Kline & Specter's counsel in this action repeated numerous patently false representations from Kline & Specter's purported "*Amicus Curiae* Brief," including the prior false statements that Kline & Specter transferred the entire contents of the firm's now former client's file to Bosworth upon receipt of the election letter.

579. Indeed, and by way of example, far from the false representations that Kline & Specter's counsel in this action made to the Court at the discovery conference regarding the completeness of the client files transferred to Bosworth, at the time Kline & Specter's counsel made those representations the firm had failed to transfer even the most basic and fundamental information from that client's file, *including a copy of the client's deposition transcript*.

580. Altogether, however, Kline & Specter's outrageously unethical and improper conduct in just this case typifies the manner in which the *modus operandi* of the firm and its principals, Tom Kline and Shanin Specter, is clearly one of "rules for thee, but not for me."

COUNTERCLAIMS

COUNT I

Wrongful Discharge

Bosworth v. Kline & Specter

581. Bosworth hereby incorporate the averments set forth at paragraphs one through 565, inclusive, as though set forth fully herein.

582. At all times relevant hereto, Counterclaim Defendant Kline & Specter acted by and through its agents, employees, and representatives, including but not limited to its principals and shareholders, Shanin Specter and Thomas R. Kline.

583. At all times relevant hereto, the agents, employees, representatives, principals and shareholders of Kline & Specter were acting in their individual capacities as well as in the course and scope of their duties and employment with Counterclaim Defendant Kline & Specter.

584. Under Pennsylvania law, there is a well-settled cause of action by an employee against an employer for termination of an at-will employment relationship where the circumstances of an employee's discharge violate or threaten clear mandates of public policy.

585. Here, the circumstances by which Kline & Specter terminated Bosworth's employment were patently pretextual and designed to violate clearly defined and significant mandates of longstanding public policy in this Commonwealth, including but not limited to:

- a. Pa.R.P.C. 1.2 – Scope of Representation and Allocation of Authority Between Client and Lawyer;
- b. Pa.R.P.C. 1.4 – Communication;
- c. Pa.R.P.C. 1.15 – Safekeeping Property;
- d. Pa.R.P.C. 1.16 – Declining or Terminating Representation; and
- e. Pa.R.P.C. 4.2 – Communication with Person Represented by Counsel.

586. As outlined extensively above, in violation of these longstanding and clear mandates of public policy, Kline & Specter concocted a pretextual scheme that intended to systematically separate Bosworth from clients he originated and/or represented before firing Bosworth in a manner that would provide Kline & Specter an unfair advantage in unethically soliciting those clients, and deprive those clients of their absolute right to make an informed election about their representation by the attorney of their choice, upon Bosworth's discharge.

587. To be sure, in violation of the above longstanding and clear mandates of public policy, within minutes of terminating Bosworth's employment at the firm, Kline & Specter cynically and opportunistically began attempting to reap the benefits of its pretextual and orchestrated scheme to discharge Bosworth by improperly soliciting clients originated and/or represented by Bosworth during his time at Kline & Specter in a manner that improperly and unethically aimed to deny those clients their absolute right to elect the attorney of their choice.

588. During this period that it improperly solicited these clients, moreover, Kline & Specter also cynically manipulated the circumstances of Bosworth's concocted and pretextual discharge in repeatedly refusing to provide Bosworth with relevant clients lists and other information that is within the firm's exclusive possession that Bosworth then needed, and still needs, to comply with his ethical obligation and duty to present those clients with ethically compliant elections by which they could exercise their absolute right to choose their counsel.

589. What's more, and as a direct result of Kline & Specter's preconceived plot to discharge Bosworth in a manner that gave them an unethical and unfair advantage in soliciting clients upon Bosworth's departure, hundreds and possibly thousands of clients originated or represented by Bosworth during his tenure at Kline & Specter were unethically denied their absolute right to elect Kline & Specter, Bosworth, or yet another attorney altogether, and have

instead remained represented by Kline & Specter by default, all in violation of the above longstanding and clear mandates of public policy and the duties owed to those clients.

590. Worse still, in further violation of the abovementioned longstanding and clear mandates of public policy, since Bosworth's discharge Kline & Specter has unethically and wrongfully attempted to use the circumstances of its concocted and pretextual scheme to fire Bosworth to violate the rights of and duties owed to its former clients whom—upon being presented with ethically compliant election letter providing them with the proper choice to be represented by Kline & Specter, Bosworth, or another attorney—exercised their absolute and fundamental right to terminate their representation by Kline & Specter and elect Bosworth.

591. In this regard, and as outlined above, Kline & Specter has unethically and wrongfully attempted to leverage the circumstances of their concocted scheme to discharge Bosworth to justify numerous actions they have taken since Bosworth's termination which are clearly intended to interfere with the absolute and fundamental rights of the firm's now former clients to elect Bosworth as the attorney of their choice, including but not limited to:

- a. Repeatedly and improperly soliciting clients who terminated their representation with Kline & Specter and elected Bosworth after notice of the client's decision;
- b. Making false and disparaging remarks to its former clients who had elected Bosworth in an improper and unethical attempt to change the client's decision, including false and disparaging remarks regarding Kline & Specter's totally concocted and pretextual criticisms of Bosworth's work performance;
- c. Repeatedly and improperly refusing to transfer case files to clients who had terminated their representation with Kline & Specter and elected representation with Bosworth despite requests from Bosworth and the clients for the files; and

d. Repeatedly and improperly citing to purported provisions in Bosworth's alleged contract which themselves are void as a matter of law and public policy.

592. This wrongful conduct by Kline & Specter, as well as Kline & Specter's other wrongful conduct pertaining to its concocted and pretextual discharge of Bosworth, was undertaken to violate and threaten the clear mandates of public policy outlined *supra*.

593. Kline & Specter's wrongful conduct set forth *supra* in violation of the above longstanding and clear mandates of public policy has significantly damaged Bosworth.

594. Bosworth is entitled to recover such damages that will compensate him for the numerous and substantial injuries caused by Kline & Specter's wrongful discharge of his employment in violation of the above longstanding and clear mandates of public policy.

595. Moreover, Bosworth is entitled to recover an award of punitive or exemplary damages as a result of Kline & Specter's outrageous conduct and for the purpose of punishing Kline & Specter for their egregious violations of the above clear mandates of public policy and deterring them and others from the repetition of similar violations in the future.

596. Further, as an additional remedy for Kline & Specter's wrongful conduct in discharging Bosworth with the intent to violate the above clear mandates of public policy, Bosworth is also entitled to all other appropriate equitable relief, including but not limited to an audit of Kline & Specter's records to determine the extent of Kline & Specter's violations and identify clients lists and other information that Bosworth needs to comply with his ethical obligation to present clients that he originated and/or represented with proper and ethically compliant elections by which they could exercise their absolute right to choose their counsel.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess

of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter, (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his wrongful discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his wrongful discharge, and any other relief as determined by the Court.

COUNT II
Unjust Enrichment
Bosworth v. Kline & Specter

597. Bosworth hereby incorporate the averments set forth at paragraphs one through 581, inclusive, as though set forth fully herein.

598. From September 2017 to November 18, 2022 Bosworth was employed as an attorney at Kline & Specter.

599. As outlined above, during his employment as an attorney at Kline & Specter, Bosworth conferred numerous benefits on the firm, including but not limited to obtaining substantial monetary settlements and jury verdicts in cases that Bosworth originated and/or in

which Bosworth was lead counsel, as well as generating and originating—either directly or through his referral relationships—thousands of cases with a collective value and/or potential collective value of hundreds of millions of dollars and far more than any other firm attorney.

600. As also outlined above, Kline & Specter accepted and enjoyed the numerous benefits that Bosworth conferred on it during his employment as an attorney at the firm.

601. Through Kline & Specter's concocted and pretextual scheme to improperly and unethically discharge Bosworth's employment, it is attempting to retain the benefits Bosworth conferred on the firm without adequate payment, including by unjustly depriving Bosworth of earned and anticipatory bonuses and referral fees in numerous highly lucrative or potentially lucrative client matters that he originated and/or appeared as counsel at Kline & Specter.

602. What's more, through its concocted and pretextual scheme to wrongly and unethically discharge Bosworth, Kline & Specter is also attempting to retain the benefits of Bosworth's organic referral sources and originated cases with a collective value or potential collective value of hundreds of millions of dollars without adequate payment to Bosworth.

603. Kline & Specter's retention of these benefits without adequate payment to Bosworth would be unjust.

604. As such, Kline & Specter's retention of these numerous benefits that Bosworth conferred on the firm without payment has unjustly enriched Kline & Specter.

605. Kline & Specter's unjust enrichment has significantly damaged Bosworth.

606. Further, and as an additional remedy for Kline & Specter's unjust conduct, Bosworth is also entitled to all other appropriate equitable relief, including but not limited to an audit of Kline & Specter's records to determine the extent of Kline & Specter's conduct and identify clients lists and other information that Bosworth needs to comply with his ethical

obligation to present clients that he originated and/or represented with proper and ethically compliant elections by which they could exercise their absolute right to choose their counsel.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter, (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT III
Breach of Contract and
Implied Covenant of Good Faith and Fair Dealing (in the alternative)
Bosworth v. Kline & Specter

607. Bosworth hereby incorporate the averments set forth at paragraphs one through 591, inclusive, as though set forth fully herein.

608. As outlined above, all the purported contractual provisions on which Kline & Specter allegedly relies in this action are plainly illegal and void on public policy grounds.

609. Thus, the employment agreement alleged by Kline & Specter is void and unenforceable in whole or in part as being contrary to law and public policy.

610. Nevertheless, to the extent the illegally and voidness of the provisions on which Kline & Specter purports to rely does not render the entire alleged agreement void and unenforceable, Bosworth asserts an alternative claim based on the Firm's breach of contract and the implied covenant of good faith and fair dealing in the alleged employment agreement.

611. The alleged employment agreement contains an obligation by the Firm to pay origination fees on cases originated by Bosworth that are handled by the Firm, and a share of the fee on cases originated by Bosworth that are referred to other Firms.

612. The alleged employment agreement also incorporates an obligation to pay Bosworth significant non-salary benefits, including periodic distributions based upon his professional performance and contributions to the success of cases.

613. The alleged employment agreement also incorporates an implicit obligation not to terminate Bosworth's employment on grounds that violate public policy and/or which are part of a scheme or plan to violate or circumvent the rules of professional conduct.

614. The alleged employment agreement also incorporates an implicit obligation not to avoid the obligation to pay origination fees to Bosworth on cases originated by Bosworth that are handled by the Firm, and a share of the fee on cases originated by Bosworth that are referred to other Firms, by terminating Bosworth's employment on grounds that violate public policy and/or which are part of a scheme or plan to violate or circumvent the rules of professional conduct.

615. The alleged employment agreement also incorporates an implicit obligation not to avoid the obligation to pay Bosworth significant non-salary benefits, including periodic distributions based upon his professional performance and contributions to the success of cases by terminating Bosworth's employment on grounds that violate public policy and/or which are part of a scheme or plan to violate or circumvent the rules of professional conduct.

616. Here, by terminating Bosworth on pretextual grounds that violate public policy and that are part of a scheme to violate or circumvent the rules of professional conduct, Kline & Specter has breached the alleged employment agreement.

617. Under Pennsylvania law, every contract imposes on each party to the contract a duty of good faith and fair dealing in its performance and execution.

618. This duty of good faith and fair dealing requires neither party to do anything to injure the right of the other to enjoy the benefits of the agreement. It also imposes on each party the obligation to do everything the contract presupposes they will do to accomplish its purpose and to make effective the agreement's promises in accordance with the spirit of the parties' bargain.

619. Here, to the extent the illegality and voidness of the provisions on which Kline & Specter purports to rely does not render the entire alleged employment agreement void and unenforceable, Kline & Specter has violated this duty in numerous respects, including by:

- a. Engaging in a preconceived plot to separate Bosworth from his lucrative referral sources and client matters he originated at the firm and to improperly deprive Bosworth of earned and anticipatory bonuses in numerous lucrative or potentially lucrative client matters that he originated and/or appeared in at Kline & Specter;
- b. Concocting a transparent and patently pretextual termination of Bosworth's employment in a manner that sought to injure Bosworth while affording Kline &

Specter an unwarranted advantage in unethically soliciting client matters in violation of the rules of professional conduct; and

- c. Utilizing an employment agreement that is patently violative of the rules of professional conduct and other common law duties to attempt to frustrate, intimidate and deter Bosworth from fulfilling his ethical obligations, and clients from exercising their right to free and unfettered choice of representation.

620. Accordingly, assuming hypothetically that the illegally and voidness of the provisions on which Kline & Specter purports to rely does not render the entire alleged employment agreement void and unenforceable, then the firm's breach of contract and the covenant of good faith and fair dealing in the alleged agreement has significantly damaged Bosworth.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter, (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters

where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT IV
Tortious Interference with Existing Business Relations
Bosworth v. Kline & Specter

621. Bosworth hereby incorporate the averments set forth at paragraphs one through 605, inclusive, as though set forth fully herein.

622. At all times relevant hereto, Bosworth had an attorney-client relationship with thousands of clients in client matters that he originated and/or in which he appeared as counsel with a value and/or potential collective value of hundreds of millions of dollars.

623. As pleaded herein, Kline & Specter, acting through its agents and representatives, engaged in a course of conduct that intended to interfere with the attorney-client relationship between Bosworth and the clients he had originated and/or for which he appeared as counsel.

624. Moreover, as outlined above, upon his firing from Kline & Specter, Bosworth presented known clients he originated and/or represented at Kline & Specter with ethically compliant election letters providing those clients with the ethical and proper choice to be represented by Kline & Specter, Bosworth or another attorney upon his departure from the firm.

625. As also outlined above, and in full and complete compliance with the rules, numerous of these clients to whom Bosworth presented ethically compliant elections exercised their right to choose Bosworth as their attorney upon his departure from Kline & Specter, thus creating a contractual relationship between Bosworth and those now former Kline & Specter clients upon the execution of a new retainer agreement between Bosworth and those clients.

626. All of these facts were known to Kline & Specter's principals and agents.

627. Indeed, upon receipt of signed elections from these clients, Bosworth thereafter forwarded the elections to Kline & Specter to notify them of these clients' choice of counsel.

628. Notwithstanding this knowledge, however, after receiving these signed election letters Kline & Specter's principals and/or agents intentionally undertook a flagrant course of conduct that was totally violative of not only its ethical duties and obligations to its now former clients, but also interfered with Bosworth's then-existing contractual relations, including by:

- a. Repeatedly and improperly soliciting clients who terminated their representation with Kline & Specter and elected Bosworth after notice of the client's decision;
- b. Making false and disparaging remarks to its former clients who had elected Bosworth in an improper and unethical attempt to change the client's decision, including false and disparaging remarks regarding Kline & Specter's totally concocted and pretextual criticisms of Bosworth's work performance;
- c. Repeatedly and improperly refusing to transfer case files to clients who had terminated their representation with Kline & Specter and elected representation with Bosworth despite requests from Bosworth and the clients for those files to avoid prejudice to the clients and Bosworth's representation of those clients;
- d. Arbitrarily and improperly limiting its search for relevant files for clients who elected Bosworth to exclude highly relevant and needed physical files;
- e. Instructing Kline & Specter staff to withhold documents from transferred client files notwithstanding a Court Order that specifically ordered Kline & Specter to transfer files to Bosworth in a case where the client elected Bosworth; and

f. Repeatedly and improperly attempting to access Bosworth's password protected Philadelphia Court of Common Pleas electronic filing account.

629. Kline & Specter's conduct was intended by Kline & Specter and/or carried in reckless disregard, and/or was otherwise substantially certain to result in harm to Bosworth's relationships, including contractual and business relationships with clients with whom he had an attorney-client relationship and who he originated and/or represented as counsel, as well as other relationships that were financially beneficial to Bosworth.

630. Kline & Specter's conduct was intended by Kline & Specter and/or carried in reckless disregard, and/or was otherwise substantially certain to result in harm to Bosworth's relationships, including contractual and business relationships with clients who elected him as counsel, as well as other relationships that were financially beneficial to Bosworth.

631. Kline & Specter's actions were done without privilege or justification.

632. As a result of Kline & Specter's wrongful conduct, Bosworth has been and continues to be substantially harmed, including in his representation of clients with whom he had an attorney-client relationship and who he originated and/or appeared as counsel, and clients who ended their representation by Kline & Specter and elected Bosworth upon his departure from the firm.

633. Moreover, as a result of its wrongful conduct, Kline & Specter has also gravely harmed its clients to whom it owes absolute and unequivocal duties, including but not limited to by prejudicing Bosworth's ongoing representation of those clients in their matters.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief

as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter, (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT V
Tortious Interference with Prospective Business Relations
Bosworth v. Kline & Specter

634. Bosworth hereby incorporate the averments set forth at paragraphs one through 615, inclusive, as though set forth fully herein.

635. At the time of Bosworth's discharge from Kline & Specter, Bosworth had originated and/or represented clients in thousands of matters with a collective value or potential collective value of hundreds and hundreds of millions of dollars.

636. What's more, Bosworth also had a reasonable expectation in a continued relationship with clients that he originated and/or represented during his time as an attorney at Kline & Specter upon, *inter alia*, both his and Kline & Specter's adherence to and compliance

with the ethics rules and common law standards that apply to attorneys and firms upon an attorney's departure from a law firm which require, *inter alia*, that clients originated and/or represented by the departing lawyer be given an election choice to stay represented by the law firm, to be represented by the departing attorney, or to be represented by another attorney.

637. As outlined above, however, notwithstanding Kline & Specter's clear ethical obligations and common law duties, immediately after Bosworth was fired Kline & Specter undertook an egregious and self-interested course of conduct that not only flouted its ethical obligations and duties to these clients, but which also interfered with Bosworth's reasonable expectation of a continued relationship with clients he originated and/or represented at the firm.

638. As explained above, Kline & Specter's wrongful and unethical conduct was intended by Kline & Specter and/or carried in reckless disregard, and/or was otherwise substantially certain to result in substantial harm to Bosworth's future relationships, including contractual and business relationships, with clients that he originated and/or represented at Kline & Specter, as well as other relationships that were financially beneficial to Bosworth.

639. As a result of Kline & Specter's wrongful conduct, Bosworth has been and continues to be substantially harmed, including in his reasonable expectation of a continued relationship with clients he originated or represented at the firm, and whose claims have a collective value or potential collective value of hundreds and hundreds of millions of dollars.

640. Indeed, as a direct result of Kline & Specter's unethical conduct, hundreds (and possibly thousands of clients) who were required to receive an election choice on Bosworth's departure from the firm—and whom could have elected to be represented by Bosworth—were denied that choice and have remained at Kline & Specter by default, all in violation of not only

Bosworth's expectation of future relationships with the clients the he represented and/or originated, but also the absolute ethical duties that Kline & Specter owed to these clients.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter. (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT VI
Fraud
Bosworth v. Kline & Specter

641. Bosworth hereby incorporate the averments set forth at paragraphs one through 622, inclusive, as though set forth fully herein.

642. During the period of Bosworth's employment until the termination of his employment, Counterclaim Defendant Kline & Specter affirmatively misrepresented that Bosworth would be fairly compensated for his work and client generation despite the fact that the firm and its principals were engaged in a preconceived plot to separate Bosworth from his lucrative referral sources and cases he originated at the firm, to improperly deprive Bosworth of earned and anticipatory bonuses in numerous lucrative and/or potentially lucrative cases that Bosworth originated and/or appeared in at Kline & Specter, and to ultimately terminate his employment.

643. In doing so, Counterclaim Defendant intended to induce Bosworth to continue to obtain additional client referrals and originate additional client matters as well as Bosworth's work product and fees and bonuses.

644. Bosworth justifiably relied on the representations by Counterclaim Defendant.

645. Bosworth has been damaged as a result of the false and fraudulent representations by Counterclaim Defendant.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected

representation by Kline & Specter. (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT VII
Conversion
Bosworth v. Kline & Specter

646. Bosworth hereby incorporate the averments set forth at paragraphs one through 627, inclusive, as though set forth fully herein.

647. Kline & Specter has intentionally, recklessly and/or negligently converted Bosworth's property, including (i) the identities and contact information for clients generated or represented by Bosworth which are necessary for Bosworth to fulfill his ethical obligation to notify such clients of the termination of his employment and their right to elect counsel, and (ii) the client files and/or portions of client files for those clients who have elected Bosworth as counsel but whose files or portions thereof have been improperly retained by Counterclaim Defendant Kline & Specter.

648. In doing so, Kline & Specter has dispossessed Bosworth of his property and/or intermeddled with Bosworth's use of his property.

649. In doing so, Kline & Specter has damaged Bosworth.

WHEREFORE, Counterclaim Plaintiff Bosworth demands judgment in his favor and against Counterclaim Defendant Kline & Specter and requests compensatory damages in excess of \$50,000, as well as punitive damages in an amount to be determined, as well as such other relief

as determined by the Court, including but not limited to (i) compelling Kline & Specter to disclose the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) voiding elections by clients electing representation by Kline & Specter where the election was obtained in violation of the rules of professional conduct, (iii) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter. (iv) auditing and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and any other relief as determined by the Court.

COUNT VIII
Declaratory Relief
Bosworth and Bosworth Law v. Kline & Specter

650. Bosworth hereby incorporate the averments set forth at paragraphs one through 631, inclusive, as though set forth fully herein.

651. The employment agreement alleged by Kline & Specter includes provisions that are contrary to public policy, including but not limited to Paragraph 6, 7, 8, 9, 10 and 12.

652. The employment agreement alleged by Kline & Specter includes provisions that restrict a client's right to be informed of their right to elect counsel, including but not limited to Paragraph 6, 7, 8, 9 and 12.

653. The employment agreement alleged by Kline & Specter includes provisions that restrict a client's right to elect representation by the Firm, Bosworth, or a third party in violation of the rules of professional conduct, including but not limited to 6, 7, 8, 9, and 12.

654. An actual controversy has arisen and now exists between the parties concerning the issues raised herein.

655. Defendants, Bosworth and Bosworth Law, seek a declaration that the offending paragraphs of the alleged employment agreement are void and/or unenforceable as being violative of public policy.

656. Defendants, Bosworth and Bosworth Law, seek a declaration that the offending paragraphs of the alleged employment agreement are void and/or unenforceable because they violate the rules of professional conduct.

WHEREFORE, Counterclaim Plaintiffs, Bosworth and Bosworth Law, seek a declaration that the offending paragraphs of the alleged employment agreement are void and/or unenforceable as being violative of public policy and/or the rules of professional conduct.

COUNT IX
Equitable Accounting
Bosworth v. Kline & Specter

657. Bosworth hereby incorporate the averments set forth at paragraphs one through 638, inclusive, as though set forth fully herein.

658. Bosworth has requested or will request information from Defendants regarding (i) the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) an audit and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the

client elected representation by Kline & Specter, (iii) an audit and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (iv) payment of all bonuses to which Bosworth was entitled absent his discharge, and (v) payment of all referral fees to which Bosworth would have been entitled absent his discharge.

659. Counterclaim Defendant has refused to cooperate with Bosworth's legitimate inquiries and, on information and belief, will continue to refuse to so cooperate.

660. A right to an accounting is an incident to a proper claim of plaintiff against defendant sounding in assumpsit." *Layman v. Jenkins*, 76 Pa. D. & C. 533, 1951 WL 3701 (Franklin Ct. 1951).

661. Bosworth is entitled to an equitable accounting and audit of the information being withheld from him by Counterclaim Defendants.

WHEREFORE, Counterclaim Plaintiff, Thomas E. Bosworth, demands judgment in his favor and against Counterclaim Defendant and requests this Honorable Court to direct Counterclaim Defendant to provide Defendant Bosworth with (i) the identities and contact information of all clients who were represented by Bosworth or who were generated by or referred to Bosworth, so that Bosworth can ensure that the clients have been ethically informed of their right to elect counsel, (ii) an audit and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, in which the client elected representation by Kline & Specter. (iii) an audit and accounting for fees generated on all client matters for clients represented by, generated by, or referred to Bosworth, on all client matters where Kline & Specter received fees by referring the matter to another law firm, (v) payment of all bonuses to which

Bosworth was entitled absent his discharge, (vi) payment of all referral fees to which Bosworth would have been entitled absent his discharge, and such other relief as directed by the Court.

Respectfully submitted,

BY: /s/ Thomas E. Bosworth
Thomas E. Bosworth, Esquire

Dated: March 9, 2023

CERTIFICATE OF SERVICE

I, Thomas E. Bosworth, Esq., hereby certify that a true and correct copy of the foregoing Answer to Complaint with New Matter and Counterclaims has been served on counsel for all parties via electronic filing.

BY: /s/ Thomas E. Bosworth
Thomas E. Bosworth, Esquire

Dated: March 9, 2023