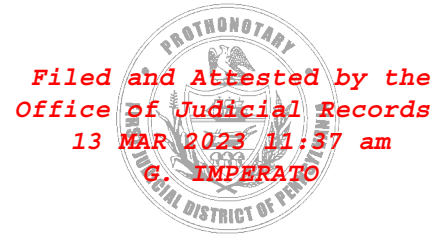


BOSWORTH LAW

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THOMAS E. BOSWORTH and
BOSWORTH LAW, LLC

Plaintiffs,

v.

KLINE & SPECTER, P.C.; THOMAS
R. KLINE; SHANIN SPECTER

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NO.

MARCH TERM, 2023

JURY TRIAL DEMANDED

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6338

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. Lleve esta demanda a un abogado inmediatamente, si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-633

COMPLAINT
(Defamation, Abuse of Process, and Commercial Disparagement)

Plaintiffs, Thomas E. Bosworth (“Mr. Bosworth”) and Bosworth Law LLC (“Bosworth’s Firm”), bring this action for defamation, abuse of process, and commercial disparagement against Defendants, Shanin Specter (“Mr. Specter”), Thomas R. Kline (“Mr. Kline”), and Kline & Specter, P.C. (“K&S”), and in support thereof, aver as follows:

INTRODUCTION

1. This action arises out of the desperate and malicious (but unsuccessful) attempt of Defendants, Specter, Kline, and K&S, to wrangle control over dozens of Mr. Bosworth’s clients after Defendants wrongfully terminated Mr. Bosworth’s employment in November 2022.¹

2. At the time Defendants fired him, Mr. Bosworth was less than two months out from obtaining the largest medical malpractice verdict of the year in 2022 throughout the entire Commonwealth of Pennsylvania (over \$19 million).

3. In addition, at the time Defendants fired him, though only thirty-three (33) years old, Mr. Bosworth was far and away the top business/case generator at Defendant K&S. At the time Defendants fired him, Mr. Bosworth had originated, on his own or through referral counsel, thousands of cases with a total aggregate value of hundreds of millions of dollars.

4. Immediately after wrongfully firing Mr. Bosworth on November 18, 2022, Defendants, Specter and Kline, and other K&S attorneys (at the express direction of Mr. Specter and/or Mr. Kline), went on a frantic phone-call spree in a full-court-press attempt to contact Mr. Bosworth’s many clients to try to persuade them to leave Mr. Bosworth and pledge their allegiance to Defendant K&S.

¹ See Answer with New Matter and Counterclaims of Thomas E. Bosworth, *Kline & Specter, P.C. v. Bosworth* (Phila. Com. Pl. Case ID# 221202513) (filed March 9, 2023).

5. To the dismay of Defendants, this plan failed miserably.

6. Grossly underestimating Mr. Bosworth's clients' loyalty to and confidence in Mr. Bosworth as their trusted lawyer, Mr. Bosworth's clients have repeatedly rejected Defendants' coercive attempts, fired Defendant K&S, and expressly elected to remain represented by Mr. Bosworth.

7. Notably, the many clients who have fired Defendant K&S and chosen Mr. Bosworth include the plaintiff on behalf of whom Mr. Bosworth obtained the record-setting \$19 million medical malpractice verdict in September 2022.

8. After this plaintiff fired Defendant K&S and elected to remain represented by Mr. Bosworth, Defendants refused to provide this client's file to Mr. Bosworth unless and until Mr. Bosworth paid Specter and Kline approximately \$250,000 in litigation costs that Defendants asserted they were owed immediately pursuant to Mr. Bosworth's alleged employment contract.²

9. Shockingly, Defendants refused to provide this client's file to Mr. Bosworth *despite knowing that the client had an upcoming post-trial brief deadline of November 23, 2022* (just five days after Mr. Bosworth was fired).

10. Because Defendants refused to provide him the client's file, Mr. Bosworth was forced to request an extension from the Court, which prompted the Court to schedule a hearing on November 23, 2022.

11. At that hearing—the specific details of which are further discussed *infra*—the Court strongly rejected Defendant K&S's argument that Mr. Bosworth needed to pay Defendant K&S

² As previously outlined in Mr. Bosworth's pending claims against Defendant K&S for wrongful discharge, unjust enrichment, breach of contract, breach of implied covenant of good faith and fair dealing, tortious interference with existing business relations, tortious interference with prospective business relations, fraud, conversion, and declaratory relief, various provisions of this alleged employment contract are void and unenforceable as violative of Pennsylvania law and public policy.

“a quarter of a million dollars” in order to obtain the file and told Defendant K&S, in no uncertain terms, that Defendant K&S did not “have a right to withhold that file”:

THE COURT: So you're saying you don't have to turn over that file until he pays you \$250,000? That's a contractual relation between you and Mr. Bosworth. That's not your ethical obligation to your client.

So don't come up here and try to give me that. 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.

12. The Court also notified Defendant K&S that the Court would hold K&S “in contempt of court” if Defendant K&S did not turn over the file to Mr. Bosworth:

THE COURT: You're going to turn over the file in 48 hours, or I'm going to hold you in contempt of Court.

13. The Court further demanded that Defendant K&S inform the Court what legal authority allowed K&S to hold Mr. Bosworth's client's file “hostage”:

THE COURT: And tell me where you're justified to hold that file hostage.

14. Defendant K&S could not and did not provide any such legal authority to the Court.

15. Following this hearing, the Court entered an Order the same day explicitly ordering Defendants to turn over the full contents of the file to Mr. Bosworth:

AMENDED POST-TRIAL BRIEFING ORDER

AND NOW, this 23rd day of November 2022 upon consideration of the Post-Trial Motions filed by Plaintiff [REDACTED] and the Post-Trial Motion for Relief filed by Defendants [REDACTED]

[REDACTED] the request by Plaintiff's counsel Thomas E. Bosworth, Esquire, for an extension of time to file briefs, and after a hearing on the issue, it is hereby **ORDERED** as follows:

1. The law firm of Kline & Specter is **ORDERED** to provide the full contents of their *Melendez* file, including the briefs for the motions for post-trial relief, to Thomas E. Bosworth, Esquire, on or by Tuesday, November 29, 2022.

16. One month later, in December 2022, only *after* being fired by this client and being fired by many other clients who elected to remain represented by Mr. Bosworth, Defendant K&S filed a lawsuit against Mr. Bosworth. In this lawsuit, among other things, Defendant K&S tried to reframe their own misconduct (in wrongfully firing Mr. Bosworth and using unethical means to try to capture clients) into some sort of amorphous cause of action against Mr. Bosworth.

17. Since filing its December 2022 lawsuit, Defendants, K&S, Specter, and Kline have also embarked on a warpath of threats, bullying, and intimidation to try to beat Mr. Bosworth into

a state of silence and submission, and scare him into not filing his responsive pleading to their December 2022 complaint.

18. Worse yet, after losing these dozens of clients to Mr. Bosworth and failing at trying to silence Mr. Bosworth, Defendants resorted to threatening Mr. Bosworth with a baseless, below-the-belt, and frivolous lawsuit that falsely and outrageously labels Mr. Bosworth an antisemite.

19. Defendants' threatened lawsuit was premised upon factually accurate accounts that Mr. Bosworth provided in several TikTok videos, in which Mr. Bosworth exercised his right of freedom of speech to accurately discuss Defendants' above-referenced egregious behavior in withholding his client's file, the Court's resulting order that forced Defendants to turn that file over, and additional misconduct by Defendants following Mr. Bosworth's wrongful termination.

20. Defendants, K&S, Specter, and Kline have been dangling this lawsuit over Mr. Bosworth's head for weeks and using it as a weapon, going so far as to threaten not only Mr. Bosworth, *but also his lawyers and their law firms*, if Mr. Bosworth and those lawyers dared to file a response (as required under the law) to Defendant K&S's original December 2022 lawsuit.

21. Defendants' civil extortion has been transparently *quid pro quo*. *If* Mr. Bosworth files a response to Defendants K&S's original lawsuit—the threat has been repeatedly communicated by Defendants—*then* Defendants will file a lawsuit accusing Mr. Bosworth of being antisemitic and they will sue all of Mr. Bosworth's lawyers and their law firms too.

22. Defendants have kept good on their threat.

23. On March 9, 2023, Mr. Bosworth filed his Answer with New Matter and Counterclaims in response to Defendant K&S's original December 2022 lawsuit.

24. Email notification of this filing was provided to Defendants at 11:52 a.m. on March 10, 2023. *Less than one hour later*, as threatened, Defendant K&S filed its frivolous, baseless and

defamatory lawsuit against Mr. Bosworth, falsely and outrageously accusing him of being an antisemite.

25. Defendants retaliatorily filed their frivolous lawsuit accusing Mr. Bosworth of being an antisemite *less than one hour after* being notified that Mr. Bosworth had filed a responsive pleading to their December 2022 lawsuit.

26. Defendant K&S has filed this second frivolous, baseless, and defamatory lawsuit against Mr. Bosworth despite knowing that Mr. Bosworth has never uttered a single word or statement in any TikTok video that in any way mentions or references the Jewish faith, Jewish people, or Judaism (or *any* religion for that matter).

27. Consequently, Mr. Bosworth brings this action against Defendants for defamation, abuse of process, and commercial disparagement, in order to remedy and cure the significant harm caused by Defendants' wrongdoing and punish Defendants, through imposition of punitive damages, for their outrageous and malicious conduct.

PARTIES

28. Plaintiff, Thomas E. Bosworth, Esq., is an adult citizen and resident of Pennsylvania, residing therein at 1511 Latona Street, Philadelphia, Pennsylvania 19146.

29. Plaintiff, Bosworth Law LLC, is a limited liability company incorporated in and under the laws of the Commonwealth of Pennsylvania. Plaintiff, Thomas E. Bosworth, Esq., is a member of Bosworth Law, LLC.

30. Defendant, Kline & Specter, P.C., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 1525 Locust Street, Philadelphia, Pennsylvania 19102.

31. Defendant, Thomas R. Kline, is an adult citizen and resident of the Commonwealth of Pennsylvania, residing therein at Two Liberty Place, 50 South 16th Street, Unit 4110, Philadelphia, Pennsylvania 19102.

32. Defendant, Shanin Specter, is an adult citizen and resident of the Commonwealth of Pennsylvania, residing therein at 718 Merion Square Road, Gladwyne, Pennsylvania 19035.

33. Defendants, Thomas R. Kline and Shanin Specter, are the sole owners, officers, directors, and shareholders of Defendant, Kline & Specter, P.C.

34. At all times relevant and material hereto, Mr. Specter was acting in his capacity as an owner, officer, director, shareholder, and agent of Kline & Specter, P.C., and was authorized by Kline & Specter, P.C. to make the actionable statements and commit the actionable conduct described throughout this Complaint.

35. At all times relevant and material hereto, Mr. Kline was acting in his capacity as an owner, officer, director, shareholder, and agent of Kline & Specter, P.C., and was authorized by Kline & Specter, P.C. to make the actionable statements and commit the actionable conduct described throughout this Complaint.

JURISDICTION AND VENUE

36. Jurisdiction and venue are proper as to Defendants in the Court of Common Pleas of Philadelphia County because: Defendants purposefully directed harm at Plaintiffs in Philadelphia County, Pennsylvania; Plaintiffs were damaged in Philadelphia County, Pennsylvania; Defendant Mr. Kline resides in Philadelphia County, Pennsylvania; Defendant Kline & Specter, P.C. has its principal place of business in Philadelphia County, Pennsylvania; and Kline & Specter, P.C. regularly conducts business in Philadelphia County, Pennsylvania.

FACTS

37. On September 21, 2022, Mr. Bosworth was lead trial counsel in a medical malpractice case in which the jury returned a verdict for the plaintiff of over \$19 million.

38. This verdict was the largest medical malpractice jury verdict in the entire Commonwealth of Pennsylvania in 2022.

39. With this verdict, Mr. Bosworth became the youngest lawyer in the history of Pennsylvania to ever obtain an eight-figure jury verdict for a living plaintiff as lead trial counsel in a medical malpractice case.

40. Following this verdict and in leadup to Defendants' concocted scheme to fire Mr. Bosworth and try to wrest control over the numerous cases he had originated, Defendant Specter was determined to engender trust with this client before firing Bosworth.

41. At the time of Mr. Bosworth's record-setting verdict, neither Tom Kline nor Shanin Specter had ever met this client.

42. At the time of this verdict, neither Tom Kline nor Shanin Specter had ever even spoken with this client (either in person or over the telephone).

A. Defendants Try to Butter Up the Client for Whom Bosworth Obtained a Record-Setting \$19 Million Verdict Before Firing Bosworth.

43. On October 17, 2022, Mr. Specter emailed Mr. Bosworth notifying Mr. Bosworth that this client would be coming into Defendant K&S's office the following day to meet with Mr. Specter and that Mr. Bosworth was "invited to attend" the meeting.

44. On October 18, 2022, this client came into Defendant K&S's office and met with Mr. Bosworth, Mr. Specter, and K&S lawyers, Terrance DeAngelo and Chip Becker.

45. During this meeting, it was evident that Mr. Specter aimed to use the meeting to ingratiate himself with the client (whom he had never met or spoken with before).

46. To that end, during the meeting, Mr. Specter pressured the client to take out a loan with his “guy” who he did not name.

47. During this meeting, Mr. Specter also took great pains to avoid saying anything good about Mr. Bosworth or Mr. DeAngelo, who had successfully obtained the historic trial verdict.

48. On November 16, 2022, at the express direction of Mr. Specter, Mr. Bosworth led a Continuing Legal Education (“CLE”) course and presentation to the entire Kline & Specter firm about the record-setting verdict, sharing his insights on how the verdict was obtained.

49. Less than forty-eight (48) hours later, on November 18, 2022, Defendants, K&S, Specter, and Kline, executed on their premeditated plan to fire Mr. Bosworth and then set out to coerce, capture, and capitalize upon the many clients Mr. Bosworth had originated while at K&S.³

B. Defendant Specter’s Improper Attempt to Coerce Mr. Bosworth’s Client in the \$19-Million Verdict Case to Stay with K&S Fails, the Client Fires K&S, and the Client Elects Bosworth.

50. Just several minutes after firing Mr. Bosworth, Defendant Mr. Specter called the client for whom Mr. Bosworth had obtained the historic \$19 million verdict in September 2022.

51. During this telephone call, Defendant Mr. Specter told the client that Defendant K&S had fired Mr. Bosworth, yet he failed to inform the client—as the ethics rules require—that the client had a legal right to elect to remain represented by Mr. Bosworth or choose some other non-K&S lawyer to represent her.

52. This client did not agree to representation by Defendant K&S and the phone call ended.

³ For the specific details and factual underpinnings of this premeditated plan to fire Mr. Bosworth, see Answer with New Matter and Counterclaims of Thomas E. Bosworth ¶¶ 201–429, *Kline & Specter, P.C. v. Bosworth* (Phila. Com. Pl. Case ID# 221202513) (filed March 9, 2023).

53. On November 20, 2022, following this telephone call, this client emailed Defendant Mr. Specter and explicitly terminated her representation with Defendant K&S.

C. After the Client Fired K&S and Chose Bosworth, Defendants Vindictively Hold the Client's File "Hostage" with an Upcoming Filing Deadline.

54. Despite receiving this email in which the client expressly terminated her representation with Defendant K&S, Defendant Mr. Specter continued to try to communicate with this client.

55. Specifically, Defendant Mr. Specter responded to the client's termination email on the same day with his own email, continuing to try to solicit the client on the same day.

56. In this email, Defendant Mr. Specter explicitly told this client that Defendant K&S would only transfer the client's file to Mr. Bosworth *if* Mr. Bosworth paid back all the "very substantial costs" on the client's case.

57. Defendant Mr. Specter sent this email to the client on November 20, 2022, despite knowing that the client had a post-trial briefing deadline that expired in three days (on November 23, 2022) and that Mr. Bosworth had none of the client's file contents.

58. The client did not respond to this email.

59. Following this email and prior to the November 23, 2022 briefing deadline, through his counsel, Mr. Bosworth sent Defendants, K&S, Specter, and Kline, a signed letter from this client stating, among other things: "I elect to have Mr. Bosworth continue to handle my case and matter(s), and request that you transfer to Mr. Bosworth the entirety of the files and documents (whether paper, electronic, or in other form) relating to my case and all my matters. I authorize the law firm of Kline & Specter to transfer all such documents and files to Mr. Bosworth."

60. Despite receipt of this letter on November 22, 2022—one day before this client’s post-trial briefing deadline—Defendants stuck to their guns and continued to refuse to provide Mr. Bosworth any of the contents of the client’s file.

61. Accordingly, Mr. Bosworth wrote a letter to the Court on November 22, 2022, requesting an extension of the November 23, 2022 briefing deadline.

62. In response to this letter, the Court scheduled a hearing for the morning of November 23, 2022.

D. The Court Orders K&S to Provide the Client’s File to Bosworth (Without Any Payment of Costs) or K&S Will Be Held in Contempt of Court.

63. On November 23, 2022, Mr. Bosworth attended the hearing scheduled by the Court which was also attended by K&S attorney, Chip Becker, and the lawyer who Defendant K&S had retained to represent Defendant K&S in its dispute with Mr. Bosworth: Joseph R. Podraza, Esq. from the law firm Lamb McErlane P.C.⁴

64. During this hearing, Defendant K&S lawyer, Chip Becker, confirmed to the Court that the client had terminated Defendant K&S’s representation.

65. When the Court asked Mr. Becker about the post-trial brief and how it was coming along, in light of the fact that the brief was due that day, Mr. Becker stated to the Court that the “brief would have been ready to go by today” and “would have been filed by today” had the client not discharged defendant K&S.

66. After this exchange between Mr. Becker and the Court, the Court learned for the first time, from Mr. Bosworth, that Defendant K&S had been withholding the file. In response to

⁴ Interestingly, at the time of this hearing, the Lamb McErlane law firm represented *both* the defendant who was walloped with Mr. Bosworth’s record-breaking \$19 million verdict *and* Kline & Specter, P.C. in its litigation against Bosworth. This is true up until this day.

learning this, the Court expressly stated that Defendant K&S was “obligated to turn over” the file to Mr. Bosworth:

MR. BOSWORTH: I would say, Your Honor, I’ve requested the file from Kline & Specter.

THE COURT: Which they’re obligated to turn over.

MR. BOSWORTH: They have not done so yet.

67. After learning that Defendant K&S was refusing to turn over the file, the Court asked Mr. Becker: “And why? Why is that?”

68. In response, Mr. Becker passed the ball to Defendant K&S’s retained lawyer, Mr. Podraza: “Your Honor, our counsel that is Kline & Specter’s counsel is in the courtroom. And if you would like to address that issue with Mr. Podraza, I welcome that discussion.”

69. In response, the Court stated: “Well let him come up here. Let’s hear from him.”

70. Immediately, Mr. Podraza told the Court that Defendant K&S believed Mr. Bosworth was required to pay back the approximate \$250,000 in costs on the file “**prior to receipt of the file itself.**”

71. Mr. Podraza further told the Court, in his first statements to the Court, that Defendant K&S believed that Mr. Bosworth’s alleged obligation to pay the approximate \$250,000 in costs was an “enforceable provision” under Mr. Bosworth’s “employment agreement.”

72. In direct response to this argument, the Court inquired of Defendant K&S’s lawyer, Mr. Podraza:

THE COURT: 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?

73. In response to this question from the Court, Defendant K&S's attorney attempted to back pedal, and the following exchange with the Court ensued:

MR. PODRAZA: I'm not saying that. That's what the rules provide, Your Honor. If you look at --

THE COURT: But that's what you're telling me.

MR. PODRAZA: -- I'm telling you what the rules provide, Your Honor. They're not my rules. The rules under --

74. When Defendant K&S's lawyer attempted to suggest to the Court that "the rules" allowed Defendant K&S to withhold Mr. Bosworth's client's file from her lawyer, the Court responded:

THE COURT: So you're saying you don't have to turn over that file until he pays you \$250,000? That's a contractual relation between you and Mr. Bosworth. That's not your ethical obligation to your client.

So don't come up here and try to give me that. 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.

75. When Defendant K&S's attorney kept trying to push back against turning the file over, the following exchange occurred:

MR. PODRAZA: -- no. With all due --

THE COURT: Have you checked the ethical rules?

MR. PODRAZA: -- I have, Your Honor.

And with all --

THE COURT: Okay. So why don't you quote those for me?

MR. PODRAZA: -- I shall.

THE COURT: And tell me where you're justified to hold that file hostage.

76. In response to this question, Defendant K&S's lawyer attempted to argue that Pennsylvania Rule of Professional Conduct 1.8(i)(1) allowed Defendant K&S to withhold the client's file unless and until Mr. Bosworth paid all of the litigation costs up front.

77. But that is not what Pennsylvania Rule of Professional Conduct 1.8(i) states. Rule 1.8(i)(1) merely states that a lawyer may "acquire a lien authorized by law to secure the lawyer's fee or expenses."

78. Of course, as Defendant K&S well knew at the time of this argument, the client had signed a *contingent* fee agreement meaning that any alleged lien, right, or interest of Defendant K&S in securing payment of any litigations costs was *contingent* upon the client actually receiving a money settlement (which had not occurred and has not occurred to this day).

79. In response to this argument by Defendant K&S's lawyer, the Court pointed out to Defendant K&S's lawyer:

THE COURT: That doesn't mean that you
get paid up front.

80. In response to this statement by the Court, Defendant K&S's lawyer then tried to argue that Pennsylvania Rule of Professional Conduct 1.15(b) somehow allowed Defendant K&S to withhold the client's file from Mr. Bosworth until Mr. Bosworth paid back the approximate \$250,000 in litigation costs.

81. But Rule 1.15(b) says nothing of the sort. Rule 1.15(b) merely states: "A lawyer shall hold all Rule 1.15 Funds and property separate from the lawyer's own property. Such property shall be identified and appropriately safeguarded."

82. After entertaining Defendant K&S's lawyer's feeble argument that Rule 1.8(i) and Rule 1.15(b) allowed Defendant K&S to withhold the client's file from Mr. Bosworth unless and until he paid the costs, the Court stated to Defendant K&S's lawyer:

THE COURT: Tell me what the ethical rules tell me about your duty to your client.

83. In response to this question, Defendant K&S's lawyer tripled down, *again* arguing that Defendant K&S believed it had a "right" to have the approximate \$250,000 in litigation costs "advanced" by Mr. Bosworth prior to turning over the file.

84. In response to this, the Court stated in no uncertain terms:

THE COURT: You're going to turn over the file in 48 hours, or I'm going to hold you in contempt of Court.

85. Following the conclusion of this hearing, on the same day the Court entered an Order expressly requiring Defendant K&S to turn over the file:

AMENDED POST-TRIAL BRIEFING ORDER

AND NOW, this 23rd day of November 2022 upon consideration of the Post-Trial Motions filed by Plaintiff [REDACTED] and the Post-Trial Motion for Relief filed by Defendants [REDACTED], the request by Plaintiff's counsel Thomas E. Bosworth, Esquire, for an extension of time to file briefs, and after a hearing on the issue, it is hereby **ORDERED** as follows:

1. The law firm of Kline & Specter is **ORDERED** to provide the full contents of their *Melendez* file, including the briefs for the motions for post-trial relief, to Thomas E. Bosworth, Esquire, on or by Tuesday, November 29, 2022.

E. A Slew of Additional Clients Fire K&S and Elect Bosworth.

86. Following this November 23, 2022 hearing, a flood of clients continued to fire Defendant K&S and expressly elected to remain represented by Mr. Bosworth, including but not limited to the following representative sample of cases:

- a. The plaintiff in a case involving the death of a child due to negligence by a major utility company in Philadelphia County;
- b. The plaintiff in a Philadelphia County medical malpractice case involving the death of her father with an upcoming trial date in June 2023;
- c. The plaintiff in a Philadelphia County medical malpractice case involving the untimely death of her husband;
- d. 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;
- e. The plaintiffs in a Philadelphia County medical malpractice birth-injury case involving catastrophic and permanent injuries to the plaintiffs' child;
- f. 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;
- g. 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;
- 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 mother being rendered quadriplegic due to a spinal cord injury and later 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 suffering numerous injuries, including fractured cervical vertebrae and a fractured orbital bone;
- j. The plaintiff in a Philadelphia County medical malpractice case where the plaintiff has been rendered a paraplegic due to negligence during a back surgery;

- k. 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;
- l. 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;
- m. 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;
- n. The client in a potential Philadelphia County medical malpractice case involving failure to timely diagnose cancer;
- o. 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;
- p. The client in a potential Philadelphia County medical malpractice case involving paralysis to a young man in his 20s;
- q. 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;
- r. The clients in a potential medical malpractice birth injury case involving cerebral palsy in a young child;
- s. The family of a man who became paralyzed and died in a potential Philadelphia County medical malpractice case following back surgery;
- t. 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;
- u. The clients in another potential medical malpractice birth injury case involving cerebral palsy in a young child;
- v. The client in a potential medical malpractice case involving failure to diagnose stroke and consequent death of the client's father;
- w. 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; and

- x. The client in a potential medical malpractice case where the client is paralyzed due to negligence during a surgery.

F. K&S Sues Bosworth Only After Many Clients Fire K&S and Elect to Remain with Bosworth Following Bosworth's Termination, and Bosworth's Longtime Paralegal Resigns from K&S.

87. On December 28, 2022, Defendant K&S sued Mr. Bosworth in an attempt to recover financial losses (*i.e.* attorneys' fees on Mr. Bosworth's cases) from Mr. Bosworth. Ironically, Defendant K&S itself caused itself these financial losses by terminating Bosworth from their firm.

88. Defendant K&S's December 2022 lawsuit was filed only after a slew of clients had fired Defendant K&S (following its improper termination of Mr. Bosworth) and elected to remain represented by Mr. Bosworth.

89. Shortly after Defendant K&S filed this lawsuit, Mr. Bosworth's longtime paralegal (who still worked at K&S at that time) resigned from Defendant K&S. Mr. Bosworth subsequently hired her.

G. Bosworth Publicly Posts Factually Accurate Accounts of Defendants' Misconduct Following Defendants' Termination of Bosworth, and the Public Reaction is Uniformly and Justifiably Negative Toward K&S.

90. On February 6, 2023, Mr. Bosworth posted a video on the social media platform TikTok, in which Mr. Bosworth exercised his right of freedom of speech to accurately discuss Defendants' above-referenced egregious behavior in withholding his client's file. In this video, which Mr. Bosworth titled "A Story of Lawyers' Greed," Mr. Bosworth accurately and truthfully stated:

"Just to give you an idea how greedy and low some lawyers can be, and how consumed with money they can allow their lives to be. As some of you might know, in September I got the largest medical malpractice verdict in the state of Pennsylvania for that year. It was \$19.6 million. And so less than 2 months later,

my firm actually fired me, which is a whole other story I'm not going to get into right now. But they fired me. After they fired me, the client I got that record verdict for, she fired them, which is her right to do and decided to remain represented by me, as did many, many other clients. But she fired them and went with me. After she did that, my former firm, Kline and Specter, they withheld the file from me during a time when she had a court deadline due in the near future. They wouldn't turn the file over to me unless I paid them the costs on the file, which was like a quarter of a million dollars. Now, you might not know this, but in personal injury cases, the lawyer gets paid back all the costs when the case settles if the case settles. But Kline and Specter was demanding that for me to even get the client's file, I had to pay all those costs. So we end up before the judge. And, to put it lightly, the judge was not happy about that unethical conduct. And the judge, among other things, told Kline and Specter's lawyer they were 'obligated to turn the file over.' He said to the lawyer: 'So you're saying you could withhold that file, which is to the detriment to your previous client, because Mr. Bosworth isn't gonna pay you a quarter million dollars today?' It got worse. The lawyer tried to double down for Kline and Specter. The judge said: '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.' So I thought the Kline and Specter lawyer was getting the hint, but he kept on going, kept on going, and the judge said: 'And tell me where you're justified to hold that file hostage.' He actually used the word 'hostage.' And it took the judge threatening Kline and Specter to hold them in contempt of court if they didn't turn the file over. This is a lady who's paralyzed and who had an upcoming deadline. Like, I get it, you guys are upset you didn't get the case, but they were actually willing to withhold the file and potentially harm her filing deadline for money."

91. In this video, Mr. Bosworth made absolutely no mention of the Jewish faith, Judaism, or Jewish people (or any religion or ethnicity for that matter).
92. In this video, Mr. Bosworth did not call for any action or violence whatsoever.
93. In this video, Mr. Bosworth did not ask or suggest that any viewers of the video do anything.
94. Following Mr. Bosworth's posting of this video, Defendants, Kline and Specter, publicized a statement to its over-100 employees via email, falsely and outrageously accusing Mr. Bosworth's video of being "anti-Semitic."

95. In this email, Defendants, Kline and Specter, also falsely stated to all of its employees that a defendant (in an unrelated case that Mr. Bosworth had worked on prior to his termination) had filed a motion for sanctions “against Tom Bosworth.”

96. This statement was false because the motion referenced by Defendants, Kline and Specter, was not filed “against Tom Bosworth”; rather, the motion for sanctions was filed against the Plaintiffs (who Defendant K&S and not Mr. Bosworth represented) and did not seek any sanctions, anywhere in its proposed Order or wherefore clause, against Mr. Bosworth.

97. In this email, Defendants, Kline and Specter, also falsely suggested through innuendo that Mr. Bosworth’s February 6, 2023 TikTok video (about Defendant K&S being ordered to turn over the file in the \$19 million-verdict case) was somehow posted by Mr. Bosworth in response to a legal article that had been written about this motion for sanctions in an entirely unrelated case.

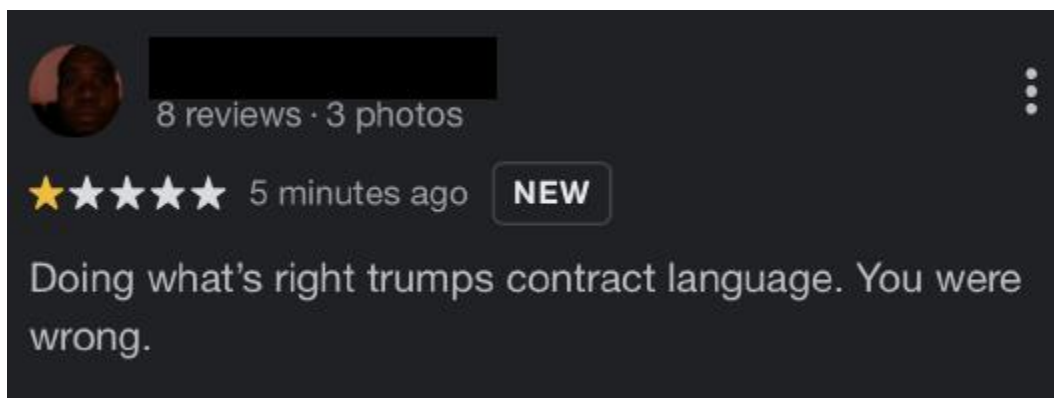
98. In this email, Defendants, Kline and Specter, also false stated to all of their employees that Mr. Bosworth had posted a song lyric on social media “to accuse us of controlling the media.”

99. This statement was false because the social media post referenced by Defendants, Kline and Specter, in this email: (i) did not accuse Defendants, K&S, Kline, or Specter of “controlling the media”; (ii) did not *once mention* Defendant K&S; (iii) did not *once mention* Defendant Kline; (iv) did not *once mention* Defendant Specter; and (v) did not *once mention* any person employed by Defendant K&S.

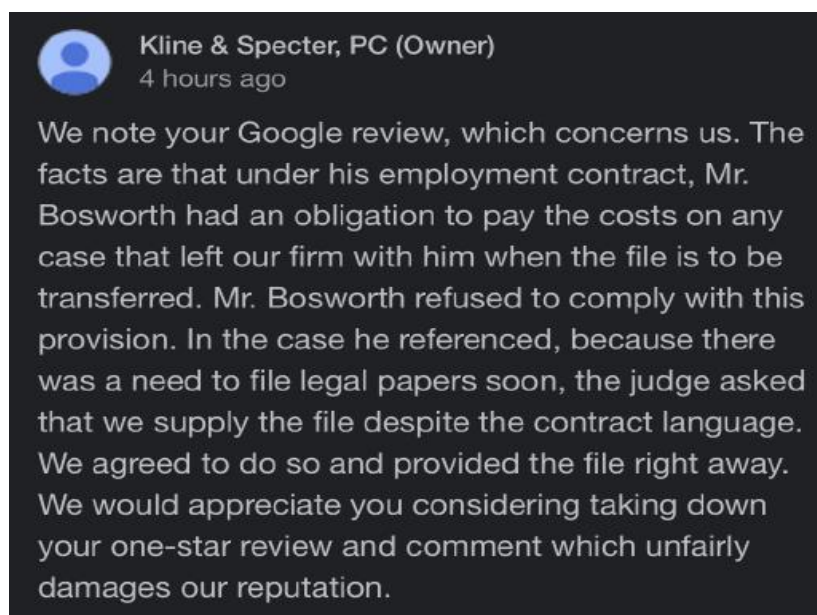
100. Due to the egregiousness of Defendants’ conduct, as accurately outlined in this TikTok video, the video garnered a tremendous number of views (nearly 1.5 million), likes

(168,800), and comments (over 3,500) from viewers all across the world who were—understandably and justifiably—horrified with Defendants’ conduct described in the video.

101. Concerned with a matter of public importance, some of these video viewers took to Defendant K&S’s Google review page to notify future potential clients of Defendant K&S’s conduct toward one of its former clients in wrongly withholding the client’s file. For example, as one Google reviewer wrote:



102. As these revelatory one-star Google reviews continued to mount, Defendant K&S took to Google and provided the following response to all of the one-star reviews it was receiving as blowback from its conduct:



103. In this public statement about Mr. Bosworth and the November 23, 2022, hearing, Defendant K&S falsely stated that the judge had “*asked*” Defendant K&S to “supply the file” to Mr. Bosworth at the November 23, 2022 hearing.

104. This statement is false because the Court did not “ask” Defendant K&S to provide the file to Mr. Bosworth at the November 23, 2022 hearing.

105. Rather, the Court *ordered* Defendant K&S to turn over the file, going as far as to warn Defendant K&S that the Court would hold Defendant K&S in “contempt of court” if they did not comply with its *Order*:

AMENDED POST-TRIAL BRIEFING ORDER

AND NOW, this 23rd day of November 2022 upon consideration of the Post-Trial Motions filed by Plaintiff [REDACTED] and the Post-Trial Motion for Relief filed by Defendants [REDACTED]

[REDACTED] the request by Plaintiff's counsel Thomas E. Bosworth, Esquire, for an extension of time to file briefs, and after a hearing on the issue, it is hereby **ORDERED** as follows:

1. The law firm of Kline & Specter is **ORDERED** to provide the full contents of their *Melendez* file, including the briefs for the motions for post-trial relief, to Thomas E. Bosworth, Esquire, on or by Tuesday, November 29, 2022.

See id. ¶ 83.

THE COURT: You're going to turn over
the file in 48 hours, or I'm going to hold you in
contempt of Court.

See id. ¶ 12.

106. Defendant K&S’s public statement on Google—that the judge had “asked” them to provide Mr. Bosworth the client’s file—gave the clear impression that Mr. Bosworth had lied in his February 6, 2023, TikTok video when Mr. Bosworth accurately stated the Court had, in fact, *ordered* Defendant K&S to turn over the file.

107. Concerned that this false public statement by Defendant K&S could leave a false impression and damage his reputation, on February 7, 2023, Mr. Bosworth posted a follow-up video on TikTok, titled “A Story of Lawyers’ Greed (Episode 2)”, in which Mr. Bosworth exposed Defendant K&S’s untruthful statement to its Google reviewers:

“Last night I did a video describing how my former law firm I worked at withheld my client’s file after my law firm fired me and after my client fired them and decided to remain represented by me. How my law firm, my former law firm, withheld that file and refused to give it to me until I paid the costs on the file which were about a quarter million dollars. This video received a lot of attention. People were obviously upset to hear that and not happy about that and, after I posted that video, a number of people left Google reviews on Kline and Specter’s page expressing their thoughts and feelings about hearing this news that this law firm had withheld the file until the Court ordered them to turn it over. And Kline and Specter decided to respond to some of these Google reviews. And one of the things that they said in this response about what had happened, and I wrote it down here and quoted it so I don’t get it wrong, they said that ‘the judge asked that we supply the file.’ Let me repeat that. They said ‘the judge asked that we supply the file.’ Okay? This is the court order in that case [video displays the November 23, 2022 Order]. And I whited the names out of the plaintiff and defendants so you can’t see them but this is the order that the judge entered after the hearing. And if you look at the last sentence of that, the display here, it says: ‘The law firm of Kline & Specter is **ORDERED**,’ all capital letters, bold, ‘**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.’ The judge did not ask Kline and Specter to turn the file over to me. The judge didn’t request Kline and Specter to turn the file over to me. The judge ordered them to do it. He ordered them to do it. Court order. Okay? If I ask you to go to dinner with me you might say yes, you might say no. If I ask you whether you’ll give me a hand moving from one apartment to another, you might. That’s not the same as a court order. Order means do it, and the judge told Kline and Specter’s lawyer, on the record during the hearing, that he would hold them in contempt of court. Court order. It wasn’t a request.”

108. Not surprisingly, this video also received a substantial amount of attention, acquiring over 21,000 views, approximately 1,800 likes, and 140 comments.

109. In this video, Mr. Bosworth made absolutely no mention of the Jewish faith, Judaism, or Jewish people (or any religion or ethnicity for that matter).

110. In this video, Mr. Bosworth did not call for any action or violence whatsoever.

111. In this video, Mr. Bosworth did not ask or suggest that any viewers of the video do anything.

112. Due to the egregiousness of Defendants' conduct outlined in the first video, coupled with the revelation in the second video (that Defendant K&S had falsely stated the Court "asked" instead of *ordered* the firm to turn over the file to Mr. Bosworth), viewers of this second video were understandably appalled. Some of these viewers took to Defendant K&S's Google review page and again posted one-star reviews.

113. On February 7, 2023, Mr. Bosworth also posted a video on TikTok accurately recounting other misconduct that Defendants had been committing against him and his clients following his wrongful termination. In this video, which Mr. Bosworth titled "A Story of Lawyers' Greed (Episode 2)," Mr. Bosworth accurately and truly stated:

"So some of you might know that less than two months after I got the largest medical malpractice verdict in the state of Pennsylvania in September, that my old firm fired me. And there's a whole saga and story about that that I'm not gonna get into now but this part 2 of an example of how that firm, Kline and Specter, acted wrongfully and greedily after firing me. Now, one thing that you need to understand if you're not a lawyer is that, when a person hires a lawyer or a person retains a lawyer, and that lawyer represents the person, other lawyers are not allowed to communicate with that person directly. Other lawyers must communicate with the person's lawyer. That's the whole point of them having a lawyer, is that the communication must go through the lawyer. After Kline and Specter fired me, a slew of clients formally signed papers saying they understood that I was fired, they understood that they could stay with Kline and Specter, and they didn't want to do that, and they wanted to go with me, Tom Bosworth. A bunch of them. This made Kline and Specter very upset. But instead of playing by the rules, and respecting

the clients' decisions, on multiple occasions, Kline and Specter lawyers, after receiving signed letters from the client saying we're terminating our relationship with you, Kline and Specter, and we're represented by Tom Bosworth, after Kline and Specter got these letters, their lawyers were still calling the clients, emailing the clients, contacting the clients directly. After they got these letters and after they knew that the clients had chosen another lawyer, me, to represent them. To add insult to injury, I guess the Kline and Specter lawyers didn't think that things would get back to me, but false statements were made about me to these people, disparaging remarks, the whole nine yards. It obviously didn't work because these folks wanted me to remain their lawyer but the point is that the ethical rules are clear as day that you can't do that and the only reason that they did that is because they wanted to get the client and retain whatever money interest they think they're owed in the case."

114. In this video, Mr. Bosworth made absolutely no mention of the Jewish faith, Judaism, or Jewish people (or any religion or ethnicity for that matter).

115. In this video, Mr. Bosworth did not call for any action or violence whatsoever.

116. In this video, Mr. Bosworth did not ask or suggest that any viewers of the video do anything.

117. This video received a substantial amount of attention, acquiring over 27,000 views, over 2,000 likes, and 182 comments.

118. As the negative Google reviews continued to pile in, Defendants, Kline and Specter, resorted to ordering their employees, via email, to report these negative Google reviews as alleged "spam" to Google in hopes to get the reviews removed.

119. To this end, in another email publicized to all of Defendant K&S's employees, Defendants, Kline and Specter, stated to their employees that its negative Google reviews had caused its Google rating to fall "and hurts the firm."

120. In this email, Defendants, Kline and Specter, notified their employees that a report to Google "needs to be filed for each" negative Google review.

121. On February 9, 2023, soon after sending a firmwide email falsely accusing Mr. Bosworth of being antisemitic, Defendant K&S terminated the employment of the son of Mr. Bosworth's longtime paralegal who still worked at K&S at that time.

122. Around this same time, perhaps jokingly, perhaps not, Defendant Specter emailed various employees at K&S who had dutifully reported that they had reported some of the Google reviews, stating: "Thank you. I feel like Jimmy Stewart in the final scene of 'It's a Wonderful Life.'"⁵

123. Around this same time and prior, Defendants had granted Mr. Bosworth and his lawyers numerous extensions of time for Mr. Bosworth and his counsel to file Mr. Bosworth's responsive pleading to Defendants' complaint they had filed in December 2022.

124. On February 11, 2023, Defendants' counsel sent a letter to Mr. Bosworth's former lawyers.

125. In this letter, Defendants attempted to silence Mr. Bosworth and curb his First Amendment right to freedom of speech by "demanding" that Mr. Bosworth not mention or refer to Defendant K&S in "any further social media posts" (regardless of whether Mr. Bosworth's statements were true).

126. On February 13, 2023, in the interest of collegiality and as a professional courtesy, Mr. Bosworth, through his counsel via email, invited Defendants, Kline and Specter, and their counsel, to personally come read the draft Answer with New Matter and Counterclaims that Mr. Bosworth and his counsel planned to file in the near future.

⁵ "It's a Wonderful Life" is a classic movie from 1946. In the final scene of "It's a Wonderful Life," referenced by Defendant Specter, the main character, played by famous actor, Jimmy Stewart, is visited by numerous members of the community who proceed to dump piles of cash in front of the main character on Christmas Eve.

127. On February 14, 2023, Defendants responded to this email invitation via email from Defendants' counsel.

128. In this email, Defendants' counsel aggressively stated that Defendants, Kline and Specter, "will avail themselves of all remedies in relation to the conduct of your client and his lawyers."

129. On February 23, 2023, Defendants' counsel, Joseph R. Podraza and William Trask, travelled to the law office of one of Mr. Bosworth's former attorneys where Defendants' counsel, Joseph R. Podraza and William Trask, read the draft Answer with New Matter and Counterclaims that Mr. Bosworth and his counsel planned to file in the near future.⁶

130. Defendants, Kline and Specter, did not attend this meeting.












131. Defendants, Kline and Specter, never read Mr. Bosworth's draft Answer with New Matter and Counterclaims prior to Mr. Bosworth filing this pleading on March 9, 2023.

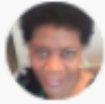
132. Around this time, Mr. Bosworth's initial February 6, 2023, TikTok video continued to amass a remarkable number of views.

133. The objective response from the over-one-million viewers of this factually accurate TikTok video was uniformly negative toward Defendants based upon the viewers' objective and reasonable perceptions that: (1) Defendants had acted wrongfully in withholding the client's file for money; (2) the Court had made the correct and righteous decision in ordering the file be turned over; and (3) Mr. Bosworth had championed the cause of his client by fighting for her against Defendants' self-interested motives.

⁶ This Answer with New Matter and Counterclaims has been formally filed. *See* Answer with New Matter and Counterclaims of Thomas E. Bosworth, *Kline & Specter, P.C. v. Bosworth* (Phila. Com. Pl. Case ID# 221202513) (filed March 9, 2023).

134. A representative sample of these comments, including comments from other attorneys, include the following:

- **SadittyB**
The firm shlf be penalized for that. What did the state and National bar say?
5d ago Reply  0
- **ImJustDodi**
Hats off to the judge!!!
19h ago Reply  0
- **Tammy**
extremely unethical. wow!
19h ago Reply   0
- **letshomeshop**
wow. super sad. but thank goodness. for you being a good hearted person
21h ago Reply  0
- **Kayoflame01**
is that not the definition of extortion??? 🤔
5d ago Reply  0



Ginetta Nelson

Not surprised they were vindictive !

2-17 Reply



0



Jules

Is this not an ethics violation?

2-17 Reply



1



Samantha Rose

Thank goodness you had an ethical judge

2-17 Reply



0



Defense Attorney MA

That was awful

2-16 Reply



6



Akunna. 👑

Good for you!

2-16 Reply



1



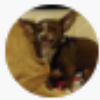
keithiebug

One attorney to another, good on you man.

2-16 Reply



6



BogeyV

it is unethical in Cali too ... file belongs to client call State Bar for immediate intervention



0

2-16 Reply



kerisbrown1

isn't that extortion?



0

2-16 Reply



MaiVirgoLove

kudos to you for calling them out...



1

2-16 Reply



soul spark

That's disgusting



0

2-15 Reply



VintVon

uhh sounds like a bribe to ruin your case



0

2-14 Reply



Brandy 🇺🇸 • Following

Had a very similar experience with my former firm. They hate losing a winner. I continued to crush for happy clients without them and so will you. ✨



0

2-14 Reply



Richr57

Good for the judge to make Kline and specter turnover the file



552

2-10 Reply



Santa Claus 🎅 ✨ ❄️ ✓

Disgusting behavior 🤔 ❤️ 🖤 🎅



25

2-13 Reply



Theluncheonlawyer

Call em out bc this is ridiculous



132

2-8 Reply



Jessica S

MN attorney here- in my state the file belongs to the client, not the former firm. I hope the court sanctions them and she files an ethics complaint.



956

2-7 Reply



Wholesome AF.

We love the lawyers fighting for the common good. Thank you for your advocacy and doing right for your client.



0

10h ago Reply



Rose

Someone failed their MPREs at Kline and Specter



0

19h ago Reply



annamorales0057

That alone based on its principle, is criminal.

1d ago Reply



0



I am Yolanda

You be careful out there because people are so vindictive...

2-7 Reply



889



Tom Bosworth · Creator

They sued me... after firing me...

2-11 Reply



235



I am Yolanda

Wow that's messed up

2-11 Reply



19



Raymond Paul S

Wowowow

2-11 Reply



6



Mr.CEO Confidence-Elegance-O®

I knew that was going to happened and thought you would have mentioned it earlier.

2-13 Reply



3



user1288134829796

You must be a very good person and lawyer if your clients left to go with you. kudos! Be honest be good!



1

2-9 Reply



James Rey

i believe you bro



1

2-9 Reply



JJTP, Esq. Devil's Advocate 🐱

the file belongs to the client 🙋



1

2-9 Reply



Tom Bosworth • Creator

Correct



0

2-11 Reply



blackpro

so they weren't brought to the bar for ethics?



1

2-8 Reply





1greygranny



That's extortion







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

2-8 Reply



 **loose.boots** I hope this goes viral. Take note, younger generations are taking over to HELP PEOPLE. 
1
2-7 Reply

 **PattiCakes** Have I found the next Lincoln Lawyer? I'm here for it thank you for helping your client 😊 
1
2-7 Reply

 **Axle** I thought files were property of the client, not the firm? 
1
2-7 Reply

 **Fabs** I work for the Board of bar in MA and I see this type of behavior all of the time. It's so unfair. 
1
2-7 Reply

 **Rick Chizever** Did you file a bar complaint against them? 
1
2-7 Reply

 **Peggy Fenner** People do very bad things for money. 
1
2-7 Reply



YT2

very petty n unethical for sure

2-7 Reply



1



This is Classic American Greed....so disgusting.

1d ago Reply



0



Crystal Boyd

So proud of you for standing up for ur client

1d ago Reply



0




♥ **Sterling** 🏆 ✨



Glad to hear that you had an ethical judge who wasn't in their pocket secretly!



1d ago Reply






0


- 



Donald Young
Karma prevails!
2-7 Reply  1
- 



mdaesq
Oooooo I'd love to read that hearing transcript! They need to be worried about disbarment, not that one pay out 😂
2-7 Reply  1
- 


Roger Jerald
Should get disbarred
2-7 Reply  1
- 



Kenneth Walker
Great job!!!! 👍 👍 👍
2-7 Reply  1



- 



Susan Schofield556
good for you
2-7 Reply  1
- 




efrain vazquez
So they tried to extort you and the client 😬
2-7 Reply  1
- 



SpindriftZ
Wouldn't that be extortion?
2-7 Reply  1



 **tnpdchf**
Sanctions 
2-7 Reply 1

 **Stacey**
Why are they able to still practice? They need to be
disbarred! 
2-7 Reply 1

 **user8637247863423**
Good judge 
2-7 Reply 1

 **Bama** 
Well done! Watch your back. That firm sounds
vengeful. 
2-7 Reply 1

 **user82929918177623**
Good thing you got a smart judge 
2-7 Reply 1

 **apreslatempete**
Omg 
2-7 Reply 1



Cody Kiroff

Hope you and/or the judge reported the conduct to the bar. This is abhorrent.



1

2-7 Reply



user3991927314817

wow..thats really dirty what they did...glad the judge saw thru them



1

2-6 Reply



Henry

I hope you filed a complaint against the attorney with the state bar



1

2-6 Reply



April Tucker

Wow! That's scary actually



1

2-6 Reply



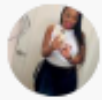
MS_B

It sounds like extortion.



1

2-6 Reply



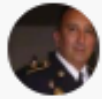
Tetio

Sad

2-6 Reply



1



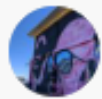
MSG (Rt) DeLeon

Nothing worse than a greedy firm.

2-6 Reply



1



Nick Christie

extortion

2-6 Reply



1



Turquoz24

Pitiful

2-6 Reply



1



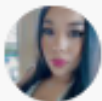
Amanda Boone

Thank you for being true to your clients and doing what is right. 🙌

2-6 Reply



1





Jessica

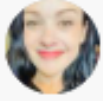



Omg do you have a podcast? If not- you need one!



2-6 Reply







1

 **Laura Cain Ellis**
That's extortion right? They expected an income then lost it to you then had detrimental material and a time limit. WOW anyway to get paid
2d ago Reply  1

 **Laura  BLM**
Thank you for your integrity 
2d ago Reply  0

 **mikelook11**
They should be disbarred
2d ago Reply  0

 **tinajohannsen646**
Unethical behavior must be punished. thank you judge! We need our judicial system to promote and defend etics. Best 2 u & your client
4d ago Reply  0

 **wallabytree**
If the client filed a complaint with the state bar, those attorneys holding back the file could be disbarred
5d ago Reply  0

135. The uniform and resoundingly negative responses of these viewers is a direct reflection of the objective offensiveness and egregiousness of Defendants' unprofessional and

unethical conduct—in withholding the aforementioned client’s file for \$250,000—as that conduct was accurately and truthfully described in Mr. Bosworth’s February 6, 2023 TikTok video.

136. As seen in this sample of comments, numerous individuals, including other attorneys, uniformly viewed Defendants’ conduct as sanctionable, worthy of reporting to the state bar, worthy of disbarment, “*unethical*,” “*extortion*,” “*disgusting*,” “*pitiful*,” “*sad*,” “*scary*,” “*really dirty*,” “*abhorrent*,” “*petty*,” “*so unfair*,” “*messed up*,” “*criminal*,” “*ridiculous*,” “*a bribe*,” “*awful*,” “*vindictive*,” and “*extremely unethical*.”

137. These are the words of others—not the words of Mr. Bosworth—in response to Mr. Bosworth’s factually accurate and truthful recitation of Defendants’ conduct and behavior, and the events that occurred during the November 23, 2022 hearing.

138. Rather than self-reflect on its own wrongdoing in this regard, Defendants have doubled down on their narcissistic viewpoint of themselves, the world, and the law, and tried to shift the blame to Mr. Bosworth who did nothing other than tell the truth in these TikTok videos.

139. According to Defendants’ twisted sense of reality, the uniform, objective, and resoundingly negative response of these viewers is due to Mr. Bosworth’s alleged “bigotry” and “antisemitism” (as opposed their own misconduct and wrongdoing).⁷

H. Defendants Wrongfully Use Their Made-Up “Bigotry” Narrative Against Bosworth to Try to Threaten, Abuse, Bully, and Coerce Mr. Bosworth and His Lawyers Into Not Filing a Responsive Pleading to K&S’s December 2022 Lawsuit Complaint.

140. On February 26, 2023, after comments like the above continued to pile up, Defendants, Specter and Kline, wrote a letter directly addressing Mr. Bosworth and his lawyers.

141. In this letter, Defendants, Specter and Kline, threatened to file a lawsuit against Mr. Bosworth that would accuse him of, among other things, being an antisemite and bigot based upon

⁷ Again, Mr. Bosworth’s made absolutely zero statements, in any of his videos that Defendants criticize, that mention anything about any religion, race, or ethnicity, in any way, shape or form.

the statements Mr. Bosworth had made to the press about this case and based upon Mr. Bosworth's aforementioned social media postings.

142. This letter contained a direct threat to Mr. Bosworth and his lawyers from Defendants, Kline and Specter. Specifically, Defendants threatened that, "[i]f you file Mr. Bosworth's unfounded counterclaims," then Defendants "promptly pursue" filing claims against Mr. Bosworth for "defamation, commercial disparagement, harassment, and solicitation to and encouragement of death, violence, antisemitic bigotry and economic ruination of Kline & Specter and its many employees."

143. This threat was made by Defendants despite Defendants knowing that Mr. Bosworth has never uttered a single word or statement in any TikTok video that in any way mentions or references the Jewish faith or Judaism (or *any* religion for that matter).

144. In fact, and ironically, the only public statement Mr. Bosworth has ever made regarding Judaism was an April 3, 2022 Instagram post/tribute in which Mr. Bosworth commended and bragged about his 93-year-old grandfather's service in the U.S. Navy in accomplishing the safe transport of Holocaust survivors from Europe to Israel in 1948:



lawyertombosworth
Philadelphia, Pennsylvania





lawyertombosworth In moments of great success and of great difficulty, I inevitably find myself reflecting on my grandfather, Tom Bosworth, who recently turned a sturdy 93 years old. Born at 2 pounds 3 ounces in a company-town shack on the Housatonic River with no electricity and dirt floors, he was put in a shoebox and placed behind the wood stove. "They were sure I wouldn't make it," he says when he talks about it. But he did. Nothing was given to him throughout life. He half-jokingly says that, when the Great Depression hit, "they had to tell us about it because we didn't notice anything different." At 17, he joined the Navy. It was 1948 and he found himself on a Destroyer battleship, guiding and protecting other boats filled with Holocaust survivors, from Europe to Israel. After his military service, the GI bill provided him a path to college — a path he otherwise would never have had. He went on to live a life of dedicated service and success, working as a high school teacher, coach, athletic trainer, driver's education teacher, bartender, and mentor to many young men as the director of the Lenox Community Center. His sense of justice and his commitment to standing up for what's right has always been impenetrable. So it is in times of both success and difficulty that the most important things he ever taught me carry the same weight:

1. Treat everybody equally and fairly.
2. Work hard.
3. Don't take any crap from anybody.

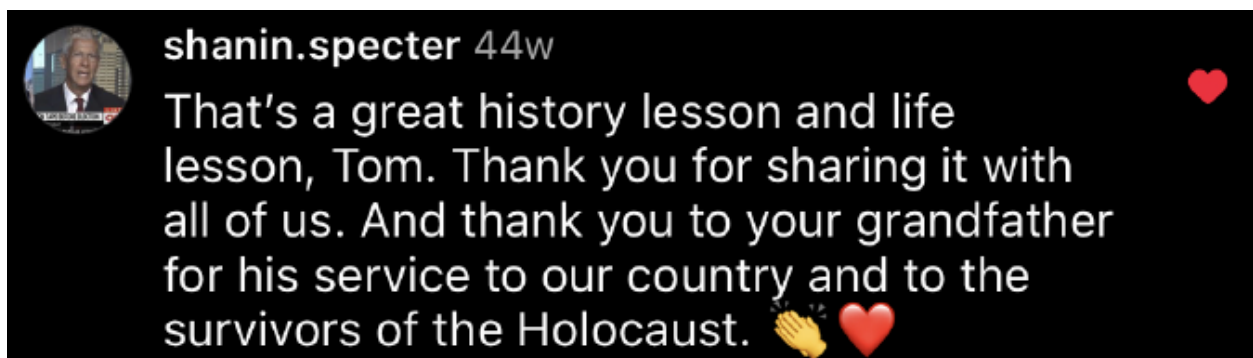
It is these 3 things I fell back on when I entered law school, looked around, and thought: "boy, I don't belong here." It's these same 3 things I fell back on when I walked across the stage of that same law school 3 years later with a degree. And so on and so forth. In good times and in bad.

I am grateful today, as I am every day, for his guidance, example and legacy.

49w

145. In this post, Mr. Bosworth commended his grandfather for his “guidance, example and legacy,” his impenetrable “commitment to standing up for what’s right,” and in support of these compliments, Mr. Bosworth explicitly cited to his grandfather’s work on a Navy “Destroyer battleship, guiding and protecting other boats filled with Holocaust survivors, from Europe to Israel.”

146. Defendant Specter actually liked this April 2022 post by Mr. Bosworth, and went so far as to comment on it, as follows:



147. Defendants know Mr. Bosworth is not antisemitic and not a bigot.

148. Despite knowing this, on February 27, 2023, Defendants, Kline and Specter, wrote a letter directly addressing Mr. Bosworth and his lawyers.

149. In this letter, Defendants’ threats increased in intensity.

150. In this letter, Defendants, Kline and Specter, referred to Mr. Bosworth as “tommy the bigot,” threatened Mr. Bosworth’s lawyers and their law firms, demanded Mr. Bosworth remove the TikTok videos, and demanded that Mr. Bosworth never post any video again.

151. On February 28, 2023, Defendants, Kline and Specter, continued their intimidation and bullying by again threatening, via letter, to file a lawsuit labeling Mr. Bosworth a bigot and antisemite if Mr. Bosworth did not remove the TikTok videos by 3 p.m. that day.

152. On March 7, 2023, Defendants, Kline and Specter, continued yet more intimidation, bullying, malicious threats, and abuse of process.

153. On that day, via letter, Defendants, Kline and Specter, demanded that Mr. Bosworth: (1) pay the Defendants approximately \$700,000 in asserted “litigation costs” within three days; (2) delete an Instagram post Mr. Bosworth had posted on March 3, 2023, that accurately accounted Defendants’ misconduct in withholding the \$19-million-verdict client’s file; and (3) agree to permanently not post on social media directly or indirectly about Defendant K&S or its employees ever again.

154. By this time, Defendants had become openly unapologetic in their abuse of process. They made clear in the letter that if Mr. Bosworth did not silence himself and adhere to the insane demands posed above, the lawsuit labeling Mr. Bosworth a bigot and antisemite “will promptly be filed.”

155. In addition to these threats, Defendants, Kline and Specter, went a step further and directly threatened both Mr. Bosworth, all of his lawyers, and their law firms, if Mr. Bosworth filed his draft responsive pleading to Defendants’ December 2022 lawsuit.

156. Specifically, Defendants, through their counsel, threatened: “We will pursue all available legal remedies if [Bosworth’s answer to Defendant K&S’s complaint] is filed, including against Mr. Bosworth, his attorneys and their firms.”

157. In other words, Defendants blatantly attempted to extort Mr. Bosworth by threatening to sue him and his lawyers, if they responded to a lawsuit filed against Mr. Bosworth, in a frivolous lawsuit that would label Mr. Bosworth an antisemite and bigot.

158. On March 9, 2023, Defendant Kline directly emailed Mr. Bosworth stating, among other things: “If you file your frivolous, non-meritorious complaint, we will pursue all remedies against you and any lawyer who files it.”

159. Notably, at the time that Defendant Kline wrote this email stating that Mr. Bosworth’s 661-paragraph, 161-page Answer with New Matter and Counterclaims was “frivolous” and “non-meritorious,” *Defendant Kline had never set eyes on the pleading, and had never read a single word of it.*

160. Of course, Defendant Kline could not credibly accuse Mr. Bosworth’s counterclaims as being “frivolous” or “non-meritorious” if Defendant Kline had never set eyes on the pleading, and had never read a single word of it.

161. In this March 9, 2023 email, Defendant Kline directly threatened Mr. Bosworth, stating that if Mr. Bosworth did not agree to Defendants’ previously articulated demands for permanent silence, voluntary abandonment of all Mr. Bosworth’s claims, and payment of \$700,000 to K&S within twenty-four (24) hours, then Defendants would file a lawsuit which would label Mr. Bosworth an antisemite.

162. In this March 9, 2023 email, Defendant Kline went so far as to even suggest that Mr. Bosworth “consider asking us to take back some of [Mr. Bosworth’s] cases” as if Mr. Bosworth’s clients were chattel who could be bought, sold, and bartered for.

163. In this email, Defendant Kline imposed a deadline of 5 p.m. that day for Mr. Bosworth to comply with all of Defendants’ extortionary demands. Or else.

164. At 4:22 p.m. on March 9, 2023, Mr. Bosworth electronically filed his Answer with New Matter and Counterclaims in response to Defendants’ originally filed complaint.

165. As is customary in this Court, because Mr. Bosworth's filing was submitted close to the close of business, email notification of the filing was not sent to the Defendants on March 9, 2023.

166. But, the next day, at 11:52 a.m. on March 10, 2023, Defendants were notified via email to their counsel that Mr. Bosworth's Answer with New Matter and Counterclaims was filed and publicly docketed.

167. *Less than one hour later*, as threatened, Defendant K&S filed its frivolous, baseless and defamatory lawsuit against Mr. Bosworth, falsely and outrageously accusing him of being an antisemite.

168. In this lawsuit, Defendants falsely allege that Mr. Bosworth posted the aforementioned TikTok videos with "intent" to incite violence and bigotry upon Defendants.

169. In this lawsuit, Defendants also falsely allege, among other things, that Mr. Bosworth's statements in his TikTok videos were "antisemitic" and a "vile resort to bigotry."

170. In this lawsuit, Defendants falsely allege that Mr. Bosworth's statements in the TikTok videos "instigated" antisemitic and other hateful comments against Defendants.

171. In this lawsuit, Defendants cite to approximately ten (10) comments from unknown viewers of Mr. Bosworth's videos that referenced Judaism or the Jewish faith.

172. Mr. Bosworth did not like a single one of these comments.

173. Mr. Bosworth did not comment on a single one of these comments.

174. Mr. Bosworth did not interact with a single one of these comments.

175. Mr. Bosworth did not repost or republicize a single one of these comments.

176. Mr. Bosworth does not know any of the people who posted any of these comments.

177. Defendants myopically, strategically, and tactically selected these **10 comments** out of **over 3,800 comments** that were made by viewers (none of which Mr. Bosworth liked, commented on, or otherwise interacted with) on Mr. Bosworth's three TikTok videos that outline Defendants' ethical misconduct.

178. In other words, the 10 comments that make up the brunt of Defendants' newly filed frivolous lawsuit comprise **less than 1 percent**—0.2% to be exact—of all the comments that viewers left on these TikTok videos.

179. Again, none of these comments were publicized, liked, encouraged, solicited, instigated, elicited, commented on, or otherwise endorsed by Mr. Bosworth.

180. Defendants' most recent lawsuit is nothing more than an attempt to smear Mr. Bosworth's reputation with false and defamatory accusations, and scare him into silence because Mr. Bosworth is in possession of facts that evince embarrassing wrongdoing on the part of Defendants leading up to and following Mr. Bosworth's termination.⁸

181. Defendants explicitly used the threat of their most recent lawsuit (which falsely accuses Mr. Bosworth of being an antisemite) as an abuse of process to try to prevent Mr. Bosworth from filing his responsive pleading to Defendants' December 2022 lawsuit complaint.

182. Defendants also used the threat of their most recent lawsuit to attempt to extort hundreds of thousands of dollars from Mr. Bosworth and prevent him from ever again exercising his First Amendment right to publicly and accurately speak truth to power.

⁸ See Answer with New Matter and Counterclaims of Thomas E. Bosworth ¶¶ 201–429, *Kline & Specter, P.C. v. Bosworth* (Phila. Com. Pl. Case ID# 221202513) (filed March 9, 2023).

I. TikTok Did Not Remove Any of Mr. Bosworth's Videos, Ban Mr. Bosworth, or Otherwise Censor Mr. Bosworth Because None of the Statements Mr. Bosworth Made In Any of The Videos Was Hateful, Violent, or Wrongful In Any Way.

183. There is nothing wrong, violent, incendiary, antisemitic, or violent with anything that Mr. Bosworth said in any of the three TikTok videos that form the basis for Defendants' frivolous lawsuit.

184. In fact, if there had been anything wrong, violent, incendiary, antisemitic, or violent with anything that Mr. Bosworth said in any of the three TikTok videos that form the basis for Defendants' frivolous lawsuit, then these videos could and would have been removed by TikTok.

185. But TikTok never removed any of the videos because there is nothing wrong, violent, incendiary, antisemitic, or violent with anything that Mr. Bosworth said in any of the three TikTok videos that form the basis for Defendants' frivolous lawsuit.

186. In fact, TikTok has "Community Guidelines" that prevent the posting of any content or videos that display hateful behavior, bullying and harassment, and violent extremism. See TikTok Community Guidelines, available at <https://www.tiktok.com/community-guidelines?lang=en> (last accessed March 13, 2023).

187. As TikTok explains in its Community Guidelines, the Community Guidelines "apply to everyone and everything on TikTok" and TikTok will "proactively enforce them using a mix of technology and human moderation and aim to do so before people report potentially violative content to us." *Id.*

188. TikTok's Community Guidelines further explain, in no uncertain terms, that TikTok "will remove any content – including video, audio, livestream, images, comments, links, or other text – that violates our Community Guidelines." *Id.*

189. TikTok even devotes an entire section of its Community Guidelines to “hateful behavior.” See TikTok Community Guidelines, “Hateful behavior”, available at <https://www.tiktok.com/community-guidelines?lang=en#38> (last accessed March 13, 2023).

190. In this section, TikTok explains: “We do not permit content that contains hate speech or involves hateful behavior, and we remove it from our platform.” *Id.*

191. In this section, TikTok defines “hate speech or behavior” as “content that attacks, threatens, incites violence against, or otherwise dehumanizes an individual or a group on the basis of” an individual’s “protected attributes,” which includes ethnicity and religion. *Id.*

192. In this section, TikTok defines “slurs” as “derogatory terms that are intended to disparage groups or individuals based on any protected attributes,” which includes ethnicity or religion. *Id.*

193. TikTok goes on to state that, in order to “minimize the spread of egregiously offensive terms,” TikTok “will remove all slurs from our platform.”

194. TikTok specifically states, in this section, that content that “praises, promotes, glorifies, or supports any hateful ideology” including “antisemitism,” is prohibited.

195. TikTok devotes an entire other section of its Community Guidelines to “violent extremism.” See TikTok Community Guidelines, “Hateful behavior”, available at <https://www.tiktok.com/community-guidelines?lang=en#39> (last accessed March 13, 2023).

196. In this section, TikTok states that “we take a firm stance against enabling violence on or off TikTok” and that TikTok does not allow users to “use our platform to threaten or incite violence, or to promote violent extremist organizations, individuals, or acts.” *Id.*

197. TikTok makes clear that: “When there is a threat to public safety or an account is used to promote or glorify off-platform violence, we ban the account.” *Id.*

198. TikTok defines “incitement to violence” as “advocating for, directing, or encouraging other people to commit violence.” *Id.*

199. TikTok states it does not allow threats of violence or incitement to violence that may result in serious physical harm. *Id.*

200. TikTok even allows any viewer of a video (*e.g.*, Kline, Specter, or any K&S employee) to report a video that they believe violates any of TikTok’s Community Guidelines.

201. Reporting a video is so easy. One simply has to go to the video, press and hold the video, and click “report.” These simple instructions are outlined in TikTok’s Community Guidelines. *See* TikTok Community Guidelines, “Report a Video”, available at <https://support.tiktok.com/en/safety-hc/report-a-problem/report-a-video> (last accessed March 13, 2023).

202. This begs the rhetorical question: If Mr. Bosworth’s TikTok videos were as vile and evil as Defendants try to make them out to be, then why did TikTok not remove any of the videos?

203. The answer to this question is simple. Either (1) none of the 1.4 million viewers of Mr. Bosworth’s videos ever reported the videos because they are not hateful or violent or bigoted in any way, and/or (2) Mr. Bosworth’s videos were reported but TikTok then determined that none of the statements made in the videos were hateful or violent or bigoted so therefore took no action, and/or (3) TikTok independently reviewed Mr. Bosworth’s videos and determined that none of the statements made in the videos were hateful or violent or bigoted so therefore took no action.

204. Against this backdrop, the frivolity of Defendants’ most recent lawsuit is disturbingly clear.

205. None of Mr. Bosworth's statements made in any of the at-issue videos constituted hateful behavior. If any of Mr. Bosworth's statements had constituted hateful behavior, then the video(s) would have been removed by TikTok.

206. None of Mr. Bosworth's statements made in any of the at-issue videos contained any hate speech. If any of Mr. Bosworth's statements had contained any hate speech, then the video(s) would have been removed by TikTok.

207. None of Mr. Bosworth's statements made in any of the at-issue videos incited any violence. If any of Mr. Bosworth's statements had incited or intended to incite any violence, then the video(s) would have been removed by TikTok.

208. None of Mr. Bosworth's statements made in any of the at-issue was antisemitic. If any of Mr. Bosworth's statements had been antisemitic, then the video(s) would have been removed by TikTok.

209. The above-referenced false and defamatory statements by Defendants, referenced throughout the entirety of the Complaint, have harmed the reputation of Mr. Bosworth and Bosworth's Firm.

210. Persons viewing these statements by Defendants, Kline and Specter, would understand the defamatory meaning of these statements and would know that the defamatory statements were intended to be applied to Mr. Bosworth and Bosworth's Firm.

211. The publication of these statements by Defendants, including but not limited to labeling Mr. Bosworth an antisemite, constitutes defamation *per se* for which harm is presumed.

212. There is no conditional privilege applicable to Defendants' defamatory, false, commercially disparaging and malicious statements made by Defendants about Mr. Bosworth.

COUNT I – DEFAMATION
(Plaintiffs v. All Defendants)

213. Plaintiffs incorporate by reference the averments contained in the foregoing paragraphs of Plaintiffs' Complaint as though full set forth herein.

214. Defendants published the above-mentioned statements, innuendos and implications concerning Mr. Bosworth to numerous individuals other than Mr. Bosworth.

215. The above-mentioned statements, innuendoes and implications concerning Mr. Bosworth were false and defamatory.

216. The above-mentioned false and defamatory statements, innuendos and implications concerning Mr. Bosworth were published to individuals, including individuals in Philadelphia County, who understood these statements, innuendos and implications to refer to and defame Mr. Bosworth.

217. Defendants knew that their false statements, innuendos and implications concerning Mr. Bosworth in the above-mentioned statements were entirely false or, if not, Defendants' avoidance of the truth was in reckless and/or negligent disregard for their truth or falsity.

218. Defendants' false and defamatory statements, innuendos and implications have severely injured Mr. Bosworth and Bosworth's Firm because they have tended to: (a) blacken and besmirch the reputation of Mr. Bosworth and Bosworth's Firm; (b) convey the false impression that Mr. Bosworth is antisemitic; (c) convey the false impression that Mr. Bosworth is a bigot; (d) convey the false impression that Mr. Bosworth is violent; (e) convey the false impression that Mr. Bosworth is a liar; (f) detract from Mr. Bosworth's respect in the community; and (g) detract from the respect of Bosworth's Firm in the community.

219. Each of the aforementioned false and defamatory statements, innuendos and implications was understood by third parties, including readers in Philadelphia County, to pertain to, and defame, Mr. Bosworth and Bosworth's Firm.

220. As a direct factual and proximate result of Defendants' intentional, malicious, outrageous, and reckless conduct set forth throughout this Complaint, Mr. Bosworth and Bosworth Law LLC is each entitled to such damages as will compensate Mr. Bosworth and Bosworth Law LLC for the injury to each plaintiff's reputation, resultant out-of-pocket expenses, and punitive damages to punish Defendants for their conduct and deter them and others similarly situated from similar acts in the future.

WHEREFORE, Plaintiffs, Thomas E. Bosworth, Esq. and Bosworth Law, LLC, demand judgment against Defendants, jointly and severally, in an amount of compensatory damages in excess of the applicable arbitration jurisdictional limit together with interest and costs, and punitive damages.

COUNT II – ABUSE OF PROCESS
(Plaintiffs v. All Defendants)

221. Plaintiffs incorporate by reference the averments contained in the foregoing paragraphs of Plaintiffs' Complaint as though full set forth herein.

222. As outlined throughout this Complaint, Defendants have used a legal process against Plaintiffs, Mr. Bosworth and Bosworth Law, primarily to accomplish a purpose for which the process was not designed.

223. Defendants have used the threat of the lawsuit complaint that they recently filed on March 10, 2023 as a weapon to try to silence Mr. Bosworth, drain Mr. Bosworth of money and resources for his new law firm, separate Mr. Bosworth from his lawyers, intimidate Mr. Bosworth into not filing counterclaims against Defendants in their original December 2022 lawsuit, and force

Mr. Bosworth into submitting to the terms of Defendants' invalid and unenforceable "employment" contract.

224. Defendants only filed their frivolous March 10, 2023 lawsuit *after* their attempts to coerce, extort, and silence Mr. Bosworth proved unsuccessful.

225. Defendants' frivolous March 10, 2023 lawsuit was filed only *after*—less than an hour to be exact—Defendants learned that Mr. Bosworth's filing of his Answer with New Matter and Counterclaims in the original case had been filed.

226. Defendants have used the legal process as a tactical weapon to coerce a desired result in their litigation against Mr. Bosworth and Bosworth's Firm that is not the legitimate object of the litigation process.

227. The litigation process itself relies upon a defendant (such as Mr. Bosworth in the originally filed December 2022 lawsuit) filing an answer, new matter, and/or counterclaims to a plaintiff's civil complaint. This is the fundamentals of litigation and the right of any defendant-litigant.

228. Without the ability to file an answer, new matter, and/or counterclaims in response to a plaintiff's complaint, a civil defendant is effectively without a defense.

229. Trying to prevent a litigant from filing a responsive pleading and mounting a defense through threats, intimidation, and bullying, is not, and cannot be argued to be, a legitimate object of the litigation process.

230. Defendants have perverted the legal process of its litigation against Mr. Bosworth to benefit themselves in achieving a purpose which is not an authorized goal of the litigation process.

231. Defendants retaliatorily filed their frivolous lawsuit accusing Mr. Bosworth of being an antisemite *less than one hour after* being notified that Mr. Bosworth had filed a responsive pleading to their December 2022 lawsuit.

232. Defendants, K&S, Kline, and Specter have committed various acts constituting an abuse of process, including:

- a) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- b) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- c) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- d) Threatening to file a lawsuit against Mr. Bosworth's lawyers and their law firms that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth's lawyers dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- e) Threatening to file a lawsuit against Mr. Bosworth's lawyers and their law firms that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth's lawyers dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- f) Threatening to file a lawsuit against Mr. Bosworth's lawyers and their law firms that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth's lawyers dared to file his responsive pleading to Defendants' initial December 2022 lawsuit;
- g) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth did not pay Defendant K&S approximately \$700,000 by March 10, 2023;
- h) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth did not pay Defendant K&S approximately \$700,000 by March 10, 2023;
- i) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth did not pay Defendant K&S approximately \$700,000 by March 10, 2023;

- j) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth would not agree to not file any counterclaims against Defendants in response to their December 2022 lawsuit complaint;
- k) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth would not agree to not file any counterclaims against Defendants in response to their December 2022 lawsuit complaint;
- l) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth would not agree to not file any counterclaims against Defendants in response to their December 2022 lawsuit complaint;
- m) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth would not agree to never again exercise his First Amendment right to publicly speak about Defendants (even if speaking truthfully);
- n) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth would not agree to never again exercise his First Amendment right to publicly speak about Defendants (even if speaking truthfully);
- o) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth would not agree to never again exercise his First Amendment right to publicly speak about Defendants (even if speaking truthfully);
- p) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth would not agree to remove and censor factually accurate statements Mr. Bosworth had publicly made about Defendants;
- q) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth would not agree to remove and censor factually accurate statements Mr. Bosworth had publicly made about Defendants;
- r) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth would not agree to remove and censor factually accurate statements Mr. Bosworth had publicly made about Defendants;
- s) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth would not consider “giving back”

clients to K&S who had elected to remain represented by Mr. Bosworth following his wrongful termination;

- t) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth would not consider “giving back” clients to K&S who had elected to remain represented by Mr. Bosworth following his wrongful termination;
- u) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth would not consider “giving back” clients to K&S who had elected to remain represented by Mr. Bosworth following his wrongful termination;
- v) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being antisemitic if Mr. Bosworth would not agree to the enforceability and applicability of every term of Defendants’ alleged “employment” contract prior to ever filing an answer or responsive pleading to Defendants’ December 2022 complaint;
- w) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being a bigot if Mr. Bosworth would not agree to the enforceability and applicability of every term of Defendants’ alleged “employment” contract prior to ever filing an answer or responsive pleading to Defendants’ December 2022 complaint;
- x) Threatening to file a lawsuit against Mr. Bosworth that would falsely accuse Mr. Bosworth of being violent if Mr. Bosworth would not agree to the enforceability and applicability of every term of Defendants’ alleged “employment” contract prior to ever filing an answer or responsive pleading to Defendants’ December 2022 complaint;
- y) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being antisemitic because Mr. Bosworth exercised his right under Pennsylvania law to file a responsive pleading (Answer, New Matter, and Counterclaims) to K&S’s December 2022 lawsuit complaint;
- z) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being a bigot because Mr. Bosworth exercised his right under Pennsylvania law to file a responsive pleading (Answer, New Matter, and Counterclaims) to K&S’s December 2022 lawsuit complaint;
- aa) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being violent because Mr. Bosworth exercised his right under Pennsylvania law to file a responsive pleading (Answer, New Matter, and Counterclaims) to K&S’s December 2022 lawsuit complaint;

- bb) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being antisemitic because Mr. Bosworth did not agree to pay K&S approximately \$700,000 by March 10, 2023;
- cc) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being a bigot because Mr. Bosworth did not agree to pay K&S approximately \$700,000 by March 10, 2023;
- dd) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being violent because Mr. Bosworth did not agree to pay K&S approximately \$700,000 by March 10, 2023;
- ee) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being antisemitic because Mr. Bosworth did not agree to silence himself/not speak publicly (even if truthfully) about Defendants;
- ff) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being a bigot because Mr. Bosworth did not agree to silence himself/not speak publicly (even if truthfully) about Defendants;
- gg) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being violent because Mr. Bosworth did not agree to silence himself/not speak publicly (even if truthfully) about Defendants;
- hh) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being antisemitic because Mr. Bosworth did not agree to consider “giving back” K&S various clients whom had fired K&S and elected to remain represented by Mr. Bosworth;
- ii) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being a bigot because Mr. Bosworth did not agree to consider “giving back” K&S various clients whom had fired K&S and elected to remain represented by Mr. Bosworth;
- jj) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being violent because Mr. Bosworth did not agree to consider “giving back” K&S various clients whom had fired K&S and elected to remain represented by Mr. Bosworth;
- kk) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being antisemitic because Mr. Bosworth did not agree to the enforceability and applicability of every term of Defendants’ alleged “employment” contract prior to ever filing an answer or responsive pleading to Defendants’ December 2022 complaint;
- ll) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being a bigot because Mr. Bosworth did not agree to the enforceability and applicability

of every term of Defendants' alleged "employment" contract prior to ever filing an answer or responsive pleading to Defendants' December 2022 complaint; and

mm) Filing a lawsuit against Mr. Bosworth that falsely accuses Mr. Bosworth of being violent because Mr. Bosworth did not agree to the enforceability and applicability of every term of Defendants' alleged "employment" contract prior to ever filing an answer or responsive pleading to Defendants' December 2022 complaint.

233. As a direct factual and proximate result of the Defendants' intentional, malevolent, manipulative, abusive, threatening, and vindictive abuses of process, Plaintiffs, Thomas E. Bosworth, Esq. and Bosworth Law LLC, have suffered severe harm and damages because the Defendants' abuses of process have tended to: (a) blacken and besmirch the reputation of Mr. Bosworth and Bosworth's Firm; (b) convey the false impression that Mr. Bosworth is antisemitic; (c) convey the false impression that Mr. Bosworth is a bigot; (d) convey the false impression that Mr. Bosworth is violent; (e) convey the false impression that Mr. Bosworth is a liar; (f) detract from Mr. Bosworth's respect in the community; and (g) detract from the respect of Bosworth's Firm in the community.

WHEREFORE, Plaintiffs, Thomas E. Bosworth, Esq. and Bosworth Law, LLC, demand judgment against Defendants, jointly and severally, in an amount of compensatory damages in excess of the applicable arbitration jurisdictional limit together with interest and costs, and punitive damages.

COUNT III – COMMERCIAL DISPARAGEMENT

234. Plaintiffs incorporate by reference the averments contained in the foregoing paragraphs of Plaintiffs' Complaint as though full set forth herein.

235. The aforementioned statements made by Defendants were known by Defendants to be totally false and commercially disparaging and/or were made in reckless disregard of the truth or falsity of the statements.

236. The aforementioned false and commercially disparaging statements were made by Defendants with the intent to cause financial loss and harm to Mr. Bosworth and Bosworth's Firm or, if not, should have been reasonably known by Defendants to recognize that the publication would result in financial loss.

237. As a direct and proximate result of the aforementioned false and commercially disparaging statements, Mr. Bosworth and Bosworth's Firm has suffered financial loss.

WHEREFORE, Plaintiffs, Thomas E. Bosworth, Esq. and Bosworth Law, LLC, demand judgment against Defendants, jointly and severally, in an amount of compensatory damages in excess of the applicable arbitration jurisdictional limit together with interest and costs, and punitive damages.

Respectfully submitted,

By: /s/ Thomas E. Bosworth
THOMAS E. BOSWORTH, ESQ.

Date: March 13, 2023