

**VAN DER VEEN, HARTSHORN, LEVIN & LINDHEIM**

**BY: Michael T. van der Veen, Esquire**

**I.D. No. 75616**

**Steven R. Bryson, Esquire**

**I.D. No. 324942**

**Adam M. Leasure, Esquire**

**I.D. No. 334056**

**1219 Spruce Street**

**Philadelphia, PA 19107**

**215-546-1000**

**215-546-8529 (facsimile)**

**KLINE & SPECTER, P.C.,**

*Plaintiff,*

v.

**THOMAS BOSWORTH, et al.**

*Defendants.*

**ATTORNEYS FOR DEFENDANTS  
COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

**CIVIL ACTION**

**No. 221202513**

**THOMAS E. BOSWORTH AND BOSWORTH LAW, LLC'S SUPPLEMENTAL  
MEMORANDUM IN FURTHER SUPPORT OF THE MOTION FOR SANCTIONS**

Thomas E. Bosworth and Bosworth Law, LLC (hereinafter collectively "Bosworth"), by and through their undersigned counsel, van der Veen, Hartshorn, Levin and Lindheim, hereby submit this memorandum of law in further support of their Motion for Sanctions.

During the deposition of Diana Melendez on March 20, 2024, who is the plaintiff in the case captioned *Melendez v. Mo et al.* (Case ID# 18081939), Kline and Specter's (K&S) counsel employed inappropriate tactics akin to mob-style behavior. These tactics included threats to directly sue Ms. Melendez. *See* March 20, 2024 Dep. Transcript of Diana Melendez attached hereto as **Exhibit A**. K&S's counsel repeatedly threatened Ms. Melendez with potential liability for an 80% contingency fee from her verdict or settlement. Ms. Melendez testified that she understood the repeated threats as an effort to intimidate and frighten her. *Id.* Subsequently, on March 22, 2024, Bosworth filed a Motion for Sanctions (Ctrl. No. 24035002) in response to the egregious

behavior of K&S's counsel. Notably, K&S had previously asserted, in open court, an unsupported theory suggesting their ability to pursue lawsuits against former clients who terminated their relationship with K&S for an additional 40% contingency fee (above the client's existing 40% contingency-fee agreement). This legal threat lacks merit.

Throughout Ms. Melendez's deposition, K&S's counsel made repeated threats to file a lawsuit against her:

Q: Okay. And before you signed the November 2023 affidavit, did you know you could be sued by Kline & Specter as predecessor counsel to recover fees? *Id.* at 92:13-18.

...

Q: And as a result, before you signed the November 2023 affidavit, did you know that up to 80 percent of your recovery could be required to pay the fees owed to Mr. Bosworth and Kline & Specter?" *See* Transcript 95:17-22.

...

Q: So am I correct that you believe Mr. Bosworth should be paid the fees in your case, and Kline & Specter should receive no fees?

A. No.

Q. What?

A. No.

Q. Correct me then. How am I mistaken?

A. I'm sorry. It's -- I would presume that since they weren't there for part of that, for most of the case, until we want to verdict, that they would get a portion of that.

*MR. VAN DER VEEN: Not 80 percent?*

THE WITNESS: Definitely not 80.

BY MR. PODRAZA:

Q. At Paragraph 49 of your affidavit, you say, but beyond that, any penny given to Kline & Specter, would not be fair in my opinion, based on how Kline & Specter have treated me and my lawyers. *Id.* at 131:4-16.

...

Q: Before you signed the November 20<sup>th</sup> retainer with Mr. Bosworth, did you know that if Mr. Bosworth was paid 40 percent of the fees, whatever fees were owed to Kline & Specter would come out of your recovery?<sup>1</sup>

Q: Did you know that, ma'am?

A: No.

Q: Okay. And did you know that as a result -- well, before you signed the retainer with Mr. Bosworth, did you know that as a result, that up to 80 percent of your recovery could be required to pay the fees owed to Mr. Bosworth and Kline & Specter? *Id.* at 189:11 -190:16.

...

Q: Now, ma'am, the question was before you signed the November 20th retainer with Mr. Bosworth, did you know that up to 80 percent of your recovery could be required to pay the fees owed to Mr. Bosworth and Kline & Specter? Did you know that? *Id.* at 192:9-14.

...

Q: Before you signed the November 20th retainer with Mr. Bosworth, did you know you could be sued by Kline & Specter as predecessor counsel to recover fees?

A: No. *Id.* at 185:24-186:4

Due to K&S's repeated insistence and threats that Ms. Melendez could be sued by K&S for an 80% fee reduction, Ms. Melendez perceived these intimidation tactics as an attempt to "scare" her, which, per her sworn testimony, made her feel "angry" and "heartbroken". *Id.* at 222:14-18; 223:5-8; 223:9-11.

**WHEREFORE**, Thomas E. Bosworth and Bosworth Law, LLC, respectfully request that this Honorable Court grant the Motion for Sanctions and enter the Proposed Order.

**VAN DER VEEN, HARTSHORN, LEVIN & LINDHEIM**

Dated: 3/25/2024

BY:           /s/ Michael T. van der Veen            
Michael T. van der Veen, Esquire  
Steven R. Bryson, Esquire  
Adam M. Leasure, Esquire  
*Attorney for Defendants*

---

<sup>1</sup> This threatening question is not rooted in fact or law. The only portion of Ms. Melendez's fee that K&S could potentially argue entitlement to would come out of *Bosworth's* portion of the fee pursuant to paragraph 7 of the K&S employment agreement. As previously explained in Bosworth's motion for sanctions, by operation of law, once Ms. Melendez terminated K&S, K&S lost any contractual right to recover from Ms. Melendez under the K&S fee agreement. Therefore, K&S has no direct claim (or potential claim) against Ms. Melendez for any fees.

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**CIVIL ACTION**

**No. 221202513**

**CERTIFICATE OF SERVICE**

I, Michael T. van der Veen, Esquire, hereby certify that I served a true and correct copy of the foregoing Supplemental Memorandum of Law in Further Support of the Motion for Sanctions upon all Counsel of record by e-filing upon the following:

Joseph R. Podraza, Jr., Esq.  
William Trask, Esq.  
Lamb McErlane, P.C.  
One South Broad Street  
Suite 1500  
Philadelphia, PA 19107

**VAN DER VEEN, HARTSHORN, LEVIN & LINDHEIM**

Dated: 3/25/2024

BY:           /s/ Michael T. van der Veen            
Michael T. van der Veen, Esquire  
Steven R. Bryson, Esquire  
Adam M. Lesure, Esquire  
*Attorney for Defendants*

Case ID: 221202513  
Control No.: 24035002

# EXHIBIT A



Transcript of the Testimony of

**DIANA MELENDEZ**

March 20, 2024

**KLINE & SPECTER, P.C.**

**VS**

**THOMAS BOSWORTH, et al**

Reliable Court Reporting

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Fax – 215-563-8839

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Case ID: 221202513  
Control No.: 24035002



1 APPEARANCES:

2

3 MICHAEL T. VAN DER VEEN, ESQUIRE

4 STEVEN R. BRYSON, ESQUIRE

5 VAN DER VEEN, HARTSHORN, LEVIN & LINDHEIM

6 1219 Spruce Street

7 Philadelphia, Pennsylvania 19107

8 215-546-1000

9 MTV@MTVLaw.com

10 Counsel for The Defendant(s)

11

12 JOSEPH R. PODRAZA, JUNIOR, ESQUIRE

13 WILLIAM H. TRASK, ESQUIRE

14 LAMB McERLANE

15 One South Broad Street

16 Suite 1500

17 Philadelphia, Pennsylvania 19107

18 215-609-3148

19 WTRask@LambMcErlane.com

20 Counsel for The Plaintiff

21

22

23

24



1 THOMAS BOSWORTH, ESQUIRE  
2 THE LAW OFFICES OF THOMAS BOSWORTH  
3 123 South Broad Street  
4 Suite 2040  
5 Philadelphia, Pennsylvania 19109  
6 267-212-4177  
7 Tom@TomBosworthLaw.com  
8 Counsel for The Witness

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2 By agreement of counsel,  
3 objections, except as to the form of a  
4 question, were reserved until the time of  
5 trial.

6 - - -

7 (DIANA MELENDEZ, having been first  
8 duly sworn, was examined and testified as  
9 follows:)

10 - - -

11 EXAMINATION

12 - - -

13 BY MR. VAN DER VEEN:

14 Q. Good afternoon, ma'am. How are you?

15 **A. Very well. How about yourself?**

16 Q. I'm all right. My name is Michael van der  
17 Veen. I'm an attorney that represents your  
18 attorney, Mr. Bosworth. Do you understand you are  
19 here for a deposition today?

20 **A. Yes.**

21 Q. And you here represented by your lawyer,  
22 Mr. Bosworth?

23 **A. Yes.**

24 Q. And you are here pursuant to a Notice of

1 Deposition?

2 **A. Yes.**

3 Q. You saw that?

4 **A. Yes. Sorry.**

5 Q. Okay. I'm going to ask you some questions  
6 today. And I'm going to give you some  
7 instructions, so that the deposition goes  
8 smoothly, okay?

9 **A. Okay.**

10 Q. You have been in a deposition before,  
11 right, I think?

12 **A. Yes.**

13 Q. Okay. I'm sure there will be the same  
14 instructions. Your responses have to be verbal,  
15 either yes or no or some other verbal response.  
16 They can be accompanied with a nod of the head,  
17 but you need to say things as well, okay?

18 **A. Yes.**

19 Q. If I ask you a question today and you  
20 don't understand my question, tell me, Mr. Van der  
21 Veen, I don't understand your question. I can  
22 repeat it. I can rephrase it. There are lots of  
23 things I can do with a question to make it  
24 understandable to you.

1           But it's important that you understand  
2 what I'm asking, and you are comfortable  
3 understanding it, okay?

4           **A. Okay.**

5           Q. So if you don't understand, say I don't  
6 understand. We'll work it out. If I ask you a  
7 question today, and you don't remember the answer,  
8 that's fine.

9           **A. Okay.**

10          Q. It's perfectly fine not to remember  
11 something. If you say I don't remember, I'm  
12 likely to ask some questions to prod your memory a  
13 little bit.

14          **A. Sure.**

15          Q. Try to get some dates down or knowledge  
16 for you to help you remember something. But if  
17 really, if you don't remember, tell me you don't  
18 remember. No guessing today.

19          **A. Okay.**

20          Q. That's the rule. No guessing today. You  
21 can do that.

22          **A. I can't understand.**

23          Q. I may ask you a question today. And you  
24 don't know the exact answer. But you can

1 approximate or estimate the answer, a time frame,  
2 a time of day, distance. Whatever kind of  
3 question I could ask, if you can, if you estimate,  
4 I think I'll know, but also let me know if you  
5 estimating something, okay?

6 **A. Yes.**

7 Q. If at any time you want to take a break,  
8 we can get you some more water that we have  
9 provided to you or if you need a break to talk to  
10 your lawyer, just let us know, and we can take a  
11 break, all right?

12 **A. Yes.**

13 Q. I'm hoping it's not terribly long today.  
14 It could be. But I'm hoping it's not. And so if  
15 you need anything at all, just let me know, and  
16 I'll accommodate it, okay?

17 **A. Yes. Thank you.**

18 Q. Did you understand all of my instructions?

19 **A. Yes.**

20 Q. They seem fair to you?

21 **A. Yes, sure.**

22 MR. PODRAZA: Mr. van der Veen,  
23 before we proceed, I just want to make  
24 sure that the usual stipulations is stated



1 on the record, which would include  
2 reserving the right to object to the form  
3 of a questions later, so that all  
4 objections are preserved. Just so the  
5 record reflects it.

6 MR. VAN DER VEEN: Sure.

7 MR. PODRAZA: Thank you.

8 BY MR. VAN DER VEEN:

9 Q. Now, the court reporter is taking down  
10 everything we say. She is standing to my left,  
11 your right. And you have the option to read and  
12 then sign, verify, you know, that the court  
13 reporter got down what you said is right.

14 Would you like to reserve that right to  
15 read-and-sign?

16 **A. Sure, yes.**

17 Q. Okay. I'm going to start off. I'm going  
18 ask you categories of information. What I am  
19 going to start off first on is some brief  
20 background, okay?

21 **A. Okay.**

22 Q. Can you give me your full legal name?

23 **A. Diana Melendez.**

24 Q. And Ms. Melendez, what is your date-of-

1 birth?

2 **A. November 2nd, 1964.**

3 Q. That's my mom's birthday, November 2nd.

4 **A. Wow. Good to know.**

5 Q. And where were you born?

6 **A. New York City.**

7 Q. How long did you live there?

8 **A. Elementary school age. What is that?**

9 **Until 10 or so, or maybe a little less.**

10 Q. Where did you grow up after that?

11 **A. Bristol Borough, Pennsylvania.**

12 Q. And where did you go to high school?

13 **A. Bristol Junior Senior High School.**

14 Q. And did you graduate?

15 **A. Yes.**

16 Q. What year?

17 **A. 1982.**

18 Q. Did you have any education after that?

19 **A. Yes. Later, I did get a degree from**

20 **Immaculata as an adult.**

21 Q. Okay.

22 **A. An old adult.**

23 Q. Did you earn a degree?

24 **A. Yes, I did.**

1 Q. What degree did you earn?

2 **A. Health care administration.**

3 Q. Do you recall what year you graduated with  
4 that degree?

5 **A. Okay. So I was 50. I'm 59.**

6 Q. Are you married?

7 **A. No.**

8 Q. Have you ever been married?

9 **A. No.**

10 Q. Do you have any children?

11 **A. No.**

12 Q. What is your address now?

13 **A. 704 Coventry Lane. That's in Glen Mills,**  
14 **Pennsylvania, 19342.**

15 Q. And how long have you lived there?

16 **A. Just like five months, six months.**

17 Q. I'm going to ask you to kind of go back  
18 with some of your addresses for a little bit,  
19 okay?

20 **A. Okay.**

21 Q. Where did you live before Glenn Mills?

22 **A. Lansdowne, 44 South Lansdowne Avenue.**

23 Q. And how long did you live there?

24 **A. I want to guess nine years, eight/nine**

1 years.

2 Q. And before that?

3 A. Drexel Hill, 2908. Revere -- I'm not sure  
4 if it's Road or Street in Drexel Hill.

5 Q. How long were you there?

6 A. Probably three or so. Three years or so.

7 Q. And before that?

8 A. Media. I can remember the apartment  
9 number, but not the building. It was on Jefferson  
10 Street in Media.

11 Q. How long were you in Media?

12 A. I lived in Media like 20 years.

13 Q. Okay. Are you employed now?

14 A. No.

15 Q. What is the last job that you had?

16 A. The Hospital Of The University Of  
17 Pennsylvania.

18 Q. And when did you stop working there?

19 A. January of 2017.

20 Q. And how long had you worked there when you  
21 stopped?

22 A. 11 years.

23 Q. What did you do there?

24 A. I was a lab technician.

1 Q. Before The Hospital Of The University OF  
2 Pennsylvania, where did you work?

3 A. I was an independent contractor slash  
4 courier for almost two decades.

5 Q. For what company?

6 A. Priority Express for -- I'm sorry. I'm  
7 definitely estimating the amount of time.

8 Q. Sure.

9 A. But Priority Express, under ten years, but  
10 maybe eight or so. And before that, it was  
11 something called American Eagle Express.

12 Q. Over those two decades, you would drive a  
13 vehicle and deliver packages?

14 A. Yes.

15 Q. If I'm doing my math right, when you  
16 started at Penn, you were going to school -- when  
17 you were working at Penn, you were also at  
18 Immaculata, earning that degree?

19 A. Yes.

20 Q. Okay.

21 A. I had earned some of the pre-recs at  
22 Delaware County Community before I started working  
23 at Penn. But then I took advantage of their --  
24 you know, their education.

1 Q. Do you have any military service?

2 A. No.

3 Q. Are you the member of any church?

4 A. No.

5 Q. Are you the member of any charities?

6 A. I mean not a member. I give to charities.

7 But not, you know.

8 Q. Are you active in participating with  
9 charities at all?

10 A. Just a couple of donations, you know, here  
11 and there.

12 Q. And so there came a time where you needed  
13 a lawyer, and Tom Bosworth became your lawyer,  
14 correct?

15 A. Yes.

16 Q. Okay. So I have asked all the  
17 biographical information that I have of you. And  
18 I appreciate it. I try not to delve too deeply.  
19 But I wanted to get an idea of who you are. And I  
20 appreciate you answering my questions.

21 I'm now going to switch my areas of  
22 inquiry. And I'm going to ask you about why you  
23 needed a lawyer, and then how you got a lawyer,  
24 okay?

1           **A. Yes.**

2           Q. What were the circumstances that you  
3 needed a lawyer?

4           **A. I became ill. I couldn't work anymore. I**  
5 **felt that the doctor -- my -- the doctor I had**  
6 **been seeing misdiagnosed me or kind of ignored my**  
7 **symptoms.**

8                   When I first -- when I stopped working, it  
9 never occurred to me it was going to be this long.  
10 Like you know, I just assumed there is a problem,  
11 I'll take care of it, I'll be back to work.

12                   As the year went on, I realized that, that  
13 wasn't going to happen. I was going to lose my  
14 job. And I really felt that this doctor did not  
15 give me a good -- I don't want to say advice, but  
16 good care.

17           Q. Medical care?

18           **A. Yes.**

19           Q. Who was the doctor?

20           **A. Dr. Mo.**

21           Q. Who was Dr. Mo related to from a  
22 professional -- did he have an office or did he  
23 work with a hospital?

24           **A. He was part of Penn health care system,**

1 Penn Medicine in Media.

2 Q. And approximately when is it you thought  
3 that you should speak with a lawyer?

4 A. Well, my father was screaming immediately,  
5 you know, when I couldn't work anymore. I need  
6 for you to understand that I was getting sicker  
7 and sicker. But my last day of work, I was  
8 injured, because of the balance and dizziness.

9 So I'm trying to say that I unexpectedly  
10 stopped working. I didn't realize that was going  
11 to happen. But as months went by, I really was  
12 getting scared. And I really felt that I needed  
13 some kind of representation.

14 Q. Did you talk to a friend or a family  
15 member about that? How did you hear about  
16 Mr. Bosworth?

17 A. I actually heard about Kline & Specter.

18 Q. Okay.

19 A. From a friend that actually -- she worked  
20 for the health care system in another -- just  
21 another branch, like not what I was doing. But  
22 she had some kind of -- what is the word I'm  
23 looking for? They represented somebody in their  
24 practice.



1 Q. Okay.

2 A. And after I had tried a couple of other  
3 attorneys first, she had mentioned that name to  
4 me. And I called you know 1-800 Lawyer, that kind  
5 of thing. And that's when Tom reached back to me.

6 Q. Okay.

7 A. I want to say that was like the fall of  
8 2017.

9 Q. Fall of?

10 A. 2017.

11 Q. Okay. I'm going to ask you a series of  
12 questions. I don't at any time want to ask you  
13 questions about what you and Tom may have spoken  
14 about. I'm not looking to ask you questions about  
15 your communications with Tom in any way. You  
16 understand that your communications with Tom are  
17 an attorney/client privilege?

18 A. Yes.

19 Q. And do you understand that you are the  
20 only person that can waive that privilege?

21 A. Yes.

22 Q. And are you -- you are not desiring to  
23 waive that privilege as we sit here?

24 A. No.

1 Q. Okay. You had -- you are aware that  
2 during the course of your representation, I guess  
3 after your trial, Tom had been released prior from  
4 Kline & Specter, you are aware of that?

5 **A. Yes.**

6 Q. Okay. You are aware, I guess, Mr. Specter  
7 had sent you an e-mail, telling you that Tom had a  
8 contract with them, and they were entitled to  
9 money?

10 **A. Yes.**

11 Q. And I'll show you that in a few moments.  
12 But and you are aware that they have made  
13 application to court to get the -- some or all of  
14 the fee; you are aware of that?

15 **A. Yes.**

16 Q. Okay. And as a result of that, did you  
17 draft an affidavit?

18 **A. Yes, I did.**

19 MR. BOSWORTH: It's a number of  
20 pages long. I'm going to show you what  
21 I'll mark and have marked now as Melendez-  
22 1.

23

24

1 - - -

2 (Whereupon Melendez-1 was marked  
3 for identification.)

4 - - -

5 BY MR. VAN DER VEEN:

6 Q. You have it right?

7 **A. Yes.**

8 Q. Will you do me a favor, take a minute and  
9 look through this. Feel comfortable to read it.  
10 I'm going to go through it with you though. Make  
11 sure this is the document that we are talking  
12 about when I referenced your affidavit.

13 **A. Yes, it is.**

14 Q. Okay. On the last page, that's your  
15 signature?

16 **A. Yes.**

17 Q. And your signature was notarized, you  
18 remember it being notarized?

19 **A. I do.**

20 Q. And you know, when you made this  
21 affidavit, these are all your thoughts?

22 **A. Yes.**

23 Q. And they kind of seem to me to be kind of  
24 a chronological sequence?

1           **A. Yes.**

2           Q. And that's the way that you drafted it?

3           **A. Yes.**

4           Q. Okay. I'm going to go through them, and  
5 ask you a couple of questions about each  
6 paragraph, okay?

7           **A. Okay.**

8           Q. The first paragraph says, my name is Diane  
9 Melendez. I'm the plaintiff in the medical  
10 malpractice case that went to trial in September  
11 2022 against Dr. Mo and other defendants.

12          **A. Yes.**

13          Q. And is that true at the time you wrote  
14 this?

15          **A. Yes.**

16          Q. And is it true now?

17          **A. Yes.**

18          Q. And it says, to my lawyers, Tom Bosworth  
19 of Bosworth Law, that Tom Bosworth has always been  
20 my lawyer.

21          **A. Yes.**

22          Q. Was that true then?

23          **A. Yes.**

24          Q. When you wrote this, and it's true now?

1           **A. Yes, it is.**

2           Q. When you say, Tom Bosworth has always been  
3 my lawyer, is your time frame that he's always  
4 been my lawyer since I had the case?

5           **A. Yes.**

6           Q. Okay. Three. I first spoke with Attorney  
7 Bosworth in the fall of 2017 on the telephone to  
8 discuss potentially hiring a lawyer to represent  
9 me, a possible medical malpractice case against my  
10 former primary care physician; that was true when  
11 you wrote it?

12          **A. Yes.**

13          Q. And it's true now?

14          **A. Yes.**

15          Q. And that telephone call that you reference  
16 here in Paragraph-3, that's the one you just  
17 testified about?

18          **A. Yes.**

19          Q. When you called Kline & Specter's number?

20          **A. Yes. Right. Exactly. He returned the**  
21 **call.**

22          Q. Four. I first met Attorney Tom Bosworth  
23 in the fall of 2017 in a Starbucks coffee shop to  
24 discuss my potential medical malpractice case. I

1 was impressed with Tom's sincerity and  
2 authenticity and his desire to try to help me.  
3 Nobody was present at this meeting other than Tom  
4 and I.

5 **A. Yes.**

6 Q. Is that what you wrote?

7 **A. Yes.**

8 Q. It was true then?

9 **A. Yes.**

10 Q. You wrote it?

11 **A. Yes.**

12 Q. It's true now?

13 **A. Yes.**

14 Q. Still true?

15 **A. Yes. I'm sorry.**

16 Q. Five. Prior to retaining Tom and his firm  
17 in the fall of 2017, I was never contacted by  
18 Shanin Specter, Tom Kline, or any other lawyer at  
19 Kline & Specter other than Tom Bosworth. That  
20 statement was true when you wrote it and is true  
21 now?

22 **A. Yes.**

23 Q. Six. At no time between when I met with  
24 Tom Bosworth in the Starbucks coffee shop in fall

1 of 2017 and when my lawsuit was filed in August  
2 2018 was I ever contacted by Shanin Specter either  
3 by phone, e-mail, or otherwise to discuss my case,  
4 introduce himself to me, or otherwise communicate  
5 with me. Was that true when you wrote it?

6 **A. Yes.**

7 Q. And still true today?

8 **A. Yes, it is.**

9 Q. Seven. At no time between when I first  
10 met Tom Bosworth at the Starbucks coffee shop in  
11 fall of 2017 and when my lawsuit was filed in  
12 August 2018 was I ever contacted by Tom Kline,  
13 either by phone, e-mail, or otherwise, to discuss  
14 my case, introduce himself to me, or otherwise  
15 communicate with me; is that true?

16 **A. Yes.**

17 Q. It was true when you wrote it?

18 **A. Yes.**

19 Q. At no time between when I first met with  
20 Tom Bosworth at the Starbucks coffee shop in fall  
21 of 2017 and when my lawsuit was filed in August of  
22 2018, was I ever contacted by any lawyer at Kline  
23 & Specter, other than Tom Bosworth, either by  
24 phone, e-mail, or otherwise, to discuss my case,

1 introduce himself to me, or otherwise communicate  
2 with me; that was true then and it's true now?

3 **A. Yes.**

4 Q. After my case was filed in August 2018, I  
5 frequently communicated with Tom Bosworth about  
6 various documents I needed to provide for the  
7 case, authorizations I needed to sign, and written  
8 responses to written questions that the defense  
9 lawyers served on me that I understood were part  
10 of the litigation process.

11 Tom Bosworth was the only lawyer I ever  
12 spoke with or communicated with in any way and  
13 participating in these litigation tasks. Was that  
14 true then and is it still true today?

15 **A. Yes. That's true.**

16 Q. So during this discovery process, was Tom  
17 in a lot of communication with you?

18 **A. Yes.**

19 Q. Did he keep you up-to-date on your file?

20 **A. Yes.**

21 Q. Did he appear to you to be super diligent  
22 in getting to the truth of your case?

23 **A. Yes.**

24 Q. And is that something that you



1 appreciated?

2 **A. Yes. Yes. Of course.**

3 Q. Did that help build your relationship and  
4 confidence in Tom?

5 **A. Yes, it did.**

6 Q. Ten. In lead up to my deposition in this  
7 case, I frequently spoke with and communicated  
8 with Tom about the deposition. Tom Bosworth is  
9 the only lawyer who spoke with me, communicated  
10 with me, and prepared me for my deposition. Was  
11 that true then and true now?

12 **A. Yes.**

13 Q. Eleven. At my deposition, Tom Bosworth  
14 was the only lawyer for me who attended and  
15 participated in the deposition.

16 **A. Yes. That's true.**

17 Q. Twelve. In the five-year period from when  
18 I first hired Tom and his firm in September of  
19 2017 until when my trial began in September 2022,  
20 Shanin Specter never one contacted me in any way  
21 to introduce himself to me or speak to me about my  
22 case.

23 **A. Yes. That's true.**

24 Q. In the five-year period from when I first

1 hired Tom and his firm in 2017, until when my  
2 trial began in September 2022, Tom Kline never  
3 once contacted me in any way to introduce himself  
4 or to speak to me about his case.

5 **A. Yes, that's true.**

6 Q. Okay. And as we are sitting here today,  
7 neither Mr. Specter is here in the room, is he?

8 **A. No.**

9 Q. Nor Mr. Kline?

10 **A. No.**

11 Q. Fourteen. In the five-year period from  
12 when I first hired Tom and his firm in September  
13 of 2017 until when my trial began in September of  
14 2022, no partner or any other lawyer at Kline &  
15 Specter ever contacted me, introduced themselves  
16 to speak to me about my case. That's true then  
17 and now?

18 **A. Yes, that's true.**

19 Q. Fifteen. Shortly before my trial began in  
20 September of 2022, Tom introduced me to his  
21 colleague, Attorney Terrance DeAngelo, who I  
22 learned was helping Tom and would participate in  
23 the upcoming trial.

24 **A. Yes, that's true.**

1 Q. When you met Mr. DeAngelo, what was your  
2 impression?

3 A. I mean I didn't -- I just met him right  
4 before the trial. So I didn't have a lot of  
5 communications. I thought he was funny and slick  
6 and a little sarcastic, which I like.

7 Q. And you had at this time all the  
8 confidence in the world in Tom?

9 A. I did, yes.

10 Q. Sixteen. Shortly before my trial began,  
11 there was some settlement negotiations that began  
12 to occur. I never spoke with or communicated in  
13 any way with Tom Kline or Shanin Specter about any  
14 of these settlement negotiations. The only lawyer  
15 that I communicated with and needed advice from  
16 regarding these settlement negotiations was Tom  
17 Bosworth.

18 A. Yes, that's true.

19 Q. Now, when you are in these settlement  
20 negotiations, that's an important time in the case  
21 to you?

22 A. Yes, yes.

23 Q. Did you feel like you were in -- that Tom  
24 was in tune to what you needed and wanted?

1           **A. Yes. He understood.**

2           Q. Did you feel like you were having solid  
3 communication with him?

4           **A. Yes.**

5           Q. And did you feel nothing but confidence in  
6 following his advice?

7           **A. Yes.**

8           Q. Now, seventeen was my trial lasted from  
9 September 6th, 2022 through September 21, 2022,  
10 which is the day the jury returned their verdict.  
11 Is that true?

12          **A. Yes.**

13          Q. Then and now?

14          **A. Yes.**

15          Q. When your trial was going on, is it fair  
16 to say that you had no idea about any  
17 communications that Mr. Specter was having with  
18 Tom Bosworth?

19          **A. Oh, yes. I wasn't aware of anything.**

20          Q. You certainly weren't aware of e-mails  
21 being fired at him the weekend before he picked  
22 the jury?

23          **A. No.**

24          Q. You weren't then and aren't now aware of

1 any demands that were being made on him while he  
2 was trying to get your case ready to trial?

3 **A. No.**

4 Q. You never knew then or knew now that he  
5 was being berated and harassed when trying to pick  
6 your jury?

7 **A. I had no idea.**

8 Q. Okay. And certainly, during the trial,  
9 Tom seemed unflappable?

10 **A. Yes. It was quite interesting.**

11 Q. And do you -- you had no idea that he was  
12 under extreme pressure from his employers?

13 **A. No, no. I had no idea.**

14 Q. Nineteen. I was present in the courtroom  
15 when Tom Bosworth gave his opening speech to the  
16 jury at my trial.

17 I was extremely impressed by Tom's opening  
18 statement and his persuasive ability to lay out  
19 the facts in an accurate, powerful way, while also  
20 connecting with a jury and speaking eloquently and  
21 clearly and passionately. Is that what you felt  
22 when you wrote this?

23 **A. Yes.**

24 Q. Is that how you feel today?

1           **A. Yes.**

2           Q. Twenty. After Tom gave his opening  
3 statement, I was able to witness Tom question  
4 several Penn witnesses on the witness stand,  
5 including the defendant, Dr. Mo. I was blown away  
6 by Tom's ability to cross-examine these witnesses,  
7 his command of the facts of the case, and his  
8 focus, precision, and attention to detail.

9           **A. Oh, yes.**

10          Q. Granted, I am not a lawyer, but as a  
11 spectator, my impression of Tom's examinations of  
12 each of these witnesses was that the examination  
13 was devastating for the defense. And Tom  
14 significantly, if not completely, undermined the  
15 credibility of each witness?

16          **A. Yes.**

17          Q. Okay. That's true then and true now?

18          **A. Yes.**

19          Q. When this trial was going on, are you  
20 aware that Tom had gotten absolutely no assistance  
21 or guidance from either Shanin or Tom Kline,  
22 Shanin Specter and Tom Kline, in preparation for  
23 the trial?

24          **A. No, I didn't know.**

1 Q. You weren't aware and Tom didn't share  
2 with you that they didn't, in any way, discuss  
3 with him cross-examinations and witness techniques  
4 and tempo of the trial?

5 A. No.

6 Q. That they didn't in any way discuss with  
7 him or provide him guidance or mentoring with  
8 respect to the conducting of the trial?

9 A. No.

10 Q. That they, in no way, gave him any type of  
11 assistance or aid with I think what they call  
12 their vast knowledge of trial work?

13 A. No.

14 Q. And they never talked to you about the  
15 trial?

16 A. No.

17 Q. Are you aware that they didn't in any way  
18 review his exhibits with him?

19 A. No.

20 Q. That they didn't in any way, meaningful  
21 way, talk to him about the opening?

22 A. Oh, no.

23 Q. Or they gave him no assistance in the  
24 closing?

1           **A. No. I wasn't aware.**

2           Q. That they didn't in any way discuss with  
3 him or review his direct examinations of  
4 witnesses?

5           **A. No.**

6           Q. Twenty-one. Throughout the trial, Tom  
7 demonstrated an innate ability to communicate with  
8 a jury and examine witnesses in the courtroom. I  
9 was extremely proud that he was my lawyer.

10          **A. Yes.**

11          Q. Did you feel protected by him in that  
12 trial?

13          **A. I did.**

14          Q. Did you feel well-represented by him in  
15 that trial?

16          **A. I did.**

17          Q. Did you realize that everything he was  
18 doing in that trial was void of any input from  
19 Shanin Specter or Tom Kline?

20          **A. Can you repeat that?**

21          Q. That --

22          **A. Well, they weren't involved at all, that I  
23 knew of.**

24          Q. Yes.



1           **A. I'm sorry.**

2           Q. That's okay.

3           **A. For interrupting.**

4           Q. You got to the point better than I did.  
5 Twenty-two. At the time the jury handed down  
6 their verdict of about 19 million on September  
7 21st, 2022, I had never in my life met, spoken  
8 with, or communicated with Tom Kline, Shanin  
9 Specter in any way, shape, or form.

10          **A. That's true.**

11          Q. After you got that verdict later that day,  
12 did either one of them call you to congratulate  
13 you?

14          **A. No.**

15          Q. Did either one of them e-mail you to  
16 explain to you the possible road forward?

17          **A. No, not at that time.**

18          Q. Well, in the next week, did they call you?

19          **A. No.**

20          Q. And congratulate you?

21          **A. No. They never congratulated me.**

22          Q. Okay. In the next week, did they ever  
23 contact you in any way about your case?

24          **A. No.**

1 Q. Two weeks later, did they ever contact  
2 you?

3 A. When did I get the phone call? About a  
4 month later.

5 Q. Okay.

6 A. So no.

7 Q. A week, two weeks, three weeks, silence,  
8 nothing, no communication of any kind by the  
9 partners of this firm?

10 A. No communication at all.

11 Q. Were you communicating with Tom during  
12 that time period?

13 A. Yes.

14 Q. Twenty-three. I was extremely pleased and  
15 had been consistently very satisfied with Tom  
16 Bosworth's representation with me in this case  
17 from the beginning of the case up until today.  
18 That was true when you wrote it?

19 A. Yes.

20 Q. And it's true now?

21 A. Yes.

22 Q. Twenty-four. On or about October 17th,  
23 2022, less than a month after Tom had obtained my  
24 19-million dollar verdict, I received a telephone

1 call from one of Shanin Specter's assistants,  
2 informing me that Mr. Specter wanted to meet with  
3 me the following day in his office.

4 I was given no inclination what this  
5 meeting would be about. This phone call was odd  
6 to me since I had never before received any phone  
7 call communication from Mr. Specter or any of his  
8 assistants; is that true then, true now?

9 **A. No.**

10 Q. The assistant that called you, was that a  
11 guy or a girl, man or female?

12 **A. It was a female.**

13 Q. Did she identify -- do you remember her  
14 name?

15 **A. Oh, no, I don't. But she did identify**  
16 **herself.**

17 Q. Did she congratulate you for your verdict?

18 **A. No.**

19 Q. Did she talk with you about your case  
20 substantively in any way?

21 **A. No, no.**

22 Q. And did she give you any inkling about why  
23 Mr. Specter wanted to talk to you?

24 **A. No, not at all.**

1 Q. Do you know why Mr. Specter didn't pick up  
2 the phone and call you himself?

3 **A. No.**

4 Q. Did he ever explain to you why he had to  
5 have an assistant call you instead of just  
6 himself, picking up the phone, with that common  
7 courtesy of picking up the phone and calling you?

8 **A. No.**

9 Q. Did you ever wonder why the guy couldn't  
10 pick up the phone and call you then?

11 **A. I figured he was a partner and didn't do  
12 that kind of thing.**

13 Q. When Tom communicated with you, was he the  
14 one that always called you?

15 **A. Yes.**

16 Q. He didn't pass that down to an assistant?

17 **A. No.**

18 Q. Twenty-five. On October 18th I traveled  
19 to Kline & Specter's office in Philadelphia to  
20 attend this meeting that Mr. Specter had  
21 requested. I met Tom Bosworth and Mr. DeAngelo  
22 upon my arrival to the office.

23 Both of them accompanied me in the  
24 elevator of the top floor of the building to

1 attend the meeting with Mr. Specter. Is that true  
2 then, true now?

3 **A. Yes, that's true.**

4 Q. Now, I have never been to Kline & Specter  
5 offices. When Tom and Mr. DeAngelo met with you,  
6 did they meet you on the street level or the lobby  
7 or did you go up elevators and then get -- explain  
8 to me what is going on now.

9 **A. I don't think they came down, but I did go  
10 up to their floor.**

11 Q. Okay.

12 **A. You know, where their offices were.**

13 Q. Okay. Is that a different floor than the  
14 top floor?

15 **A. Yes. It's a few down.**

16 Q. Okay.

17 **A. I think.**

18 Q. Yes. And then you went back in the  
19 elevator and went up to the top floor?

20 **A. Yes.**

21 Q. Now, when you got up to the top floor,  
22 describe to me what that is like.

23 **A. Well, I was nervous. I didn't understand  
24 -- you know, I didn't have a clue what was going**

1 on. So it was a little nerve-racking. But you  
2 know, just an office, quiet. And I saw  
3 Mr. Specter come out.

4 Q. Where did he come out of?

5 A. With another attorney. Just some back  
6 room to like where there is a front desk, but  
7 there was like no one at that desk. There was no  
8 one else there, I mean that I could see visibly.

9 Q. And did he bring you to his office or did  
10 you go in a conference room?

11 A. We went to a conference room.

12 Q. Did he ever bring you into his office?

13 A. I don't believe so, no.

14 Q. And when you went to the -- okay. There  
15 you go. Twenty-six. You say it.

16 Upon arriving to the top floor of the  
17 meeting, I was brought into a conference room,  
18 where I first met Mr. Specter. Specter brought  
19 with him to the meeting another Kline & Specter  
20 lawyer, Chip Becker.

21 This was the first time I had ever met or  
22 spoken with Shanin Specter.

23 A. Yes.

24 Q. True then, true now?

1           **A. Yes.**

2           Q. You ever meet the gentleman again after  
3 this meeting, Mr. Specter?

4           **A. No.**

5           Q. Just this one time?

6           **A. Yes.**

7           Q. Meeting upon Specter's entry to the room  
8 and introduction, he appeared tense, uneasy, and  
9 unhappy. Mr. Specter's mood and affect was  
10 strange to me, since Tom Bosworth had just won the  
11 largest medical malpractice verdict of the year,  
12 so I figured he would be ecstatic.

13          **A. I was surprised, yes.**

14          Q. Well, that's true when you wrote it and  
15 true now?

16          **A. Yes.**

17          Q. Tell me what was going on there. What did  
18 you witness?

19          **A. I just thought he was -- well, I don't  
20 know the man. I didn't know him. So I thought he  
21 was kind of put off with my attorneys.**

22                 **Honestly, I thought he was surprised they  
23 were with me. Because he never told them that I  
24 was coming. But he just seemed -- I expected**

1 more. I expected congratulations and not just to  
2 me, but praising my attorneys.

3 Q. Well, was he smiling at all?

4 A. He was just a little aloof, if that's the  
5 right word.

6 Q. Did you feel welcomed by him?

7 A. I mean not particularly.

8 Q. Did he offer you any acts of hospitality?

9 A. I believe they offered me water.

10 Q. And would that have been Mr. Specter or  
11 one of his assistants?

12 A. Actually, I think it might have been Chip.

13 Q. Okay.

14 A. I'm sorry. I can't remember his last  
15 name. What is it, Becker?

16 Q. Becker. Twenty-eight. During this  
17 meeting, Specter spoke at length about the fact  
18 that I would need money to hold me over throughout  
19 the duration of the appeal. And he offered to  
20 hook me up with his guy, who could loan me money.

21 Specter never identified this guy by name  
22 or providing the financial institution or bank  
23 that this guy worked at. I felt that Specter was  
24 trying to curry favor with me, but was confused



1 why he was not speaking that much about the recent  
2 trial victory and game plan going forward in the  
3 case.

4 A. That's true.

5 Q. True then when you wrote it and true now?

6 A. Yes. I gave him plenty of opportunities  
7 to put some praise on the -- I like to call them  
8 the kids. Sorry. But my attorneys. I'm just  
9 saying I'm an emotional person, you know. And I  
10 was kind of like while these guys did great things  
11 for me, that kind of thing, and there was no  
12 jumping on that, no response.

13 Q. You wanted to see them get praised from  
14 their boss and their mentor?

15 A. I made a point of talking about them by  
16 name to get to -- to let Mr. Specter know how much  
17 I appreciated him. And yes, I expected some  
18 praise.

19 I mean, listen, I wasn't thinking deeply  
20 about it. You know, it's just the way I am and  
21 the way I think things should be. And I was  
22 surprised.

23 Q. Okay.

24 A. I didn't expect that at all.

1 Q. It was odd?

2 **A. It was.**

3 Q. Twenty-nine. Throughout this meeting,  
4 Specter never once complimented Tom Bosworth or  
5 attributed the 19-million dollar verdict to Tom.  
6 This was really weird and confusing to me, because  
7 Tom Bosworth was the lead lawyer of the case and  
8 was responsible for the verdict. True then, true  
9 now?

10 **A. Yes. I just answered that one. Yes.**

11 Q. Did I just do twenty-nine?

12 **A. No, no. I answered that before you asked**  
13 **it. Yes.**

14 Q. Thirty. During this meeting, Specter gave  
15 me his personal cell phone number and told me that  
16 he could contact me any time and that I should  
17 consider taking out that loan with this guy and  
18 contact Specter if I had given that some thought.

19 This was off-putting to me, because I  
20 couldn't understand why Specter was all of the  
21 sudden showing so much interest in my and my case  
22 when he never before attempted to even introduce  
23 himself to me in the prior five years.

24 **A. Yes. That's true.**

1 Q. Did he explain to you why he wanted you to  
2 borrow money?

3 A. He stated and asked kind of like -- let me  
4 rephrase that.

5 He was, you know, presuming, assuming that  
6 I would -- didn't have the funds. You know, I  
7 wasn't working, that my finances weren't great.  
8 And he said that, you know, he didn't know how  
9 long the appeal process would take, and that I  
10 might consider, you know, a loan from -- he never  
11 named the person. Someone.

12 Q. His guy?

13 A. His guy.

14 Q. Okay. Well, when he was going through  
15 this, did you ask him why he hadn't given this any  
16 thought at all in the last five years when you had  
17 been in the same financial condition?

18 A. No, I did not ask.

19 Q. Did you ask him why all of a sudden now he  
20 is interested?

21 A. No, I didn't, no.

22 Q. Did you ask him if he had ever in the last  
23 five years given any thought of his own to your  
24 financial condition?

1           **A. No.**

2           Q. Okay. Thirty-one. On November 18th,  
3 2022, approximately one month after that initial  
4 meeting with Specter at approximately 12:20 p.m.,  
5 I received a telephone call directly from Shanin  
6 Specter.

7           During this phone call, Specter told me  
8 that he had just fired Tom Bosworth. I was  
9 shocked, confused, and upset. I told Mr. Specter  
10 that I was shocked and disappointed that they had  
11 fired Tom.

12           During this conversation, Mr. Specter  
13 pressured me to choose Kline & Specter instead of  
14 Attorney Bosworth to represent me. During this  
15 conversation, Mr. Specter never had informed me  
16 that I had a right or an option to continue to  
17 choose to be represented by Tom Bosworth.

18           During this conversation, Mr. Specter  
19 never informed me that I had a right or option to  
20 choose to continue to be represented by a lawyer  
21 other than Kline & Specter.

22           **A. Yes, that's true.**

23           Q. That's true then and it's true now?

24           **A. Yes.**

1 Q. So when he calls you at -- well, during  
2 that month from the meeting of October 18th to  
3 November 18th, did Mr. Specter ever try to call  
4 you?

5 **A. No.**

6 Q. Did he ever ask you in any way through any  
7 kind of communication how that financial condition  
8 of yours that he was concerned about on the 18th  
9 was turning out?

10 **A. No.**

11 Q. When he called you at about 12:20 p.m.,  
12 was that from his cell phone?

13 **A. Yes, I believe so. His name came up on my  
14 phone.**

15 Q. What was his tone like? How did he sound?  
16 Did he sound angry, upset, mad?

17 **A. Actually, he was kind of calm. Very  
18 matter of fact.**

19 Q. Did you ask him, why did you fire Tom?

20 **A. I did not. I don't believe so.**

21 Q. Did he give any reason?

22 **A. I don't remember him giving me any reason.**

23 Q. Okay.

24 **A. I just told him I was shocked.**

1 Q. Did he tell you, I've been thinking about  
2 doing that for a while, finally pulled the trigger  
3 today?

4 A. No.

5 Q. No?

6 A. No. I didn't understand. I don't know  
7 how you fire somebody who just won a big lawsuit.

8 Q. Thirty-two in your affidavit is I was  
9 disturbed and bothered by Mr. Specter's  
10 communication with me on November 18th.

11 A. True.

12 Q. When you talked to him on the 18th, did he  
13 tell you I'll be sending you a letter?

14 A. No.

15 Q. Did he tell you that you are going to be  
16 getting something called an election letter, where  
17 you are allowed to choose us or Bosworth or  
18 somebody else?

19 A. No.

20 Q. Did he speak to you about your file at  
21 all? Or did that come later?

22 A. I think that might have come later.

23 Q. Okay. Thirty-three. After this November  
24 18th, 2022 phone call from Shanin Specter, I

1 called and spoke with Tom Bosworth on the  
2 telephone to ask him if he could continue to  
3 represent me.

4 A. Yes.

5 Q. So after Mr. Specter called you, you hung  
6 up or he hung up, or you hung up together, and you  
7 called Tom?

8 A. Yes. It was a lot more than that  
9 involved. I was like, what the hell is going on?

10 Q. Tell me. Tell me about it.

11 A. I was freaked out. And quite frankly, all  
12 due respect to Tom, I was concerned about how this  
13 was going to affect my case.

14 I don't know -- I couldn't believe that  
15 they filed somebody with a big judgment. I didn't  
16 know it was the biggest judgment of that year. I  
17 didn't know that.

18 I mean I guess by then Tom probably told  
19 me. But I'm sorry. I just lost my train of  
20 thought. See what happens when you get old. Just  
21 that I was really, really surprised and really  
22 shocked. And I did not understand at all.

23 So my immediate response was to call him.  
24 And I mean he was a attorney. And I had a better

1 communication with him. With Mr. Specter, I was  
2 like, yeah, okay, fine. I'll think about all of  
3 this.

4 Hang up. And I immediately called Tom and  
5 probably with colorful words said, what the heck  
6 is going on? I was shocked. And I was. And I  
7 was afraid for my case.

8 Q. Did Mr. Specter, when he called you, talk  
9 to you about how this would affect your case? Did  
10 he mention your case, and its effects on it at all  
11 in that first conversation?

12 A. I just know that we eventually talked  
13 about that, but I don't know if that was through  
14 e-mail. Or I mean he was warning me that there  
15 could be complications on what could happen if I  
16 chose to like not stay with Kline and Specter, if  
17 that makes sense.

18 Q. Okay. Before I ask you about speaking  
19 with Tom, fair to say that when you represented --  
20 over the five years that you were represented by  
21 Tom and the going through the discovery and going  
22 through an entire trial gives you a different kind  
23 of bond with him, as your lawyer?

24 A. Oh, yes. Yes.



1 Q. And that by this point when they fired  
2 him, you had, had a deep trust in him?

3 **A. Yes.**

4 Q. And confidence?

5 **A. Yes.**

6 Q. And your conversation with Mr. Specter  
7 had, to a certain extent, undermined that before  
8 he had talked to Tom?

9 **A. Well, it didn't undermine my confidence or**  
10 **my dedication to Tom. But it did -- yes, it kind**  
11 **of scared me.**

12 Q. And made you worry about what effect it  
13 would have on your case?

14 **A. Yes.**

15 Q. And when you spoke to Tom, after that, did  
16 you speak to anybody else? I'm not asking you  
17 what you spoke to Tom about. But did you talk to  
18 anybody else after that?

19 **A. I may have -- I think I text Terri the**  
20 **similar what-the-hell kind of text.**

21 Q. Okay.

22 **A. That's about it.**

23 Q. Okay. Thirty-three. After this November  
24 18th, 2022 phone call from Shanin -- oh, no,

1 thirty-four.

2 On November 20th, 2022, I e-mailed Shanin  
3 Specter directly, stating, Dear, Mr. Specter,  
4 please be informed that this e-mail, that with  
5 this e-mail, I'm terminating my attorney/client  
6 relationship with Kline & Specter, sincerely Diane  
7 Melendez; is that what you sent?

8 **A. Yes.**

9 Q. Let me see. I think I have a copy of it.

10 **A. I was going to say I can't tell you the**  
11 **exact date, but it was right after all this**  
12 **happened, so.**

13 Q. I think I have a copy of that e-mail with  
14 me here, so let me see if I can pull that out.

15 **A. It was very direct.**

16 MR. VAN DER VEEN: I'll mark this  
17 as Melendez-2.

18 - - -

19 (Whereupon, Melendez-2 was marked  
20 for identification.)

21 - - -

22 BY MR. VAN DER VEEN:

23 Q. Are you okay?

24 **A. Yes.**

1 Q. You don't need water or anything?

2 A. I'm okay. If I'm wiggling around, it's  
3 because my legs get wonky. I'm okay though.

4 Q. Do you have that in front of you?

5 A. Oh, I'm sorry.

6 Q. That's okay.

7 A. Yes.

8 Q. It says November 20th, about 4:21 p.m. Is  
9 that your e-mail address?

10 A. Yes. Melended@Yahoo.

11 Q. And is this what you remember sending?

12 A. Yes.

13 Q. You sent it from your iPhone?

14 A. Yes.

15 Q. Did this e-mail -- did this e-mail ever  
16 get replied to, you know, would there be a chain  
17 underneath this if there was one?

18 A. He did e-mail me back.

19 Q. Okay. And do you know when that was?

20 A. I think it was within the day.

21 Q. Okay. Did you talk to him before you got  
22 an e-mail response?

23 A. No.

24 Q. Did you talk to him on the phone again

1 after you sent that letter?

2 **A. No.**

3 MR. VAN DER VEEN: Okay. I'm  
4 going to show you what I'll mark as  
5 Melendez-3.

6 - - -

7 (Whereupon, Melendez-3 was  
8 referenced for identification.)

9 - - -

10 **THE WITNESS: Oh, yes. I'm**  
11 **refreshed.**

12 BY MR. VAN DER VEEN:

13 Q. Okay. So you had sent him an e-mail on  
14 November 20th at 4:21, and then there is an e-mail  
15 here from Mr. Specter on that same date at 4:53.

16 **A. It was the same day.**

17 Q. Okay. And it looks like this e-mail  
18 references a brief chat he had with you.

19 **A. Right.**

20 Q. And do you recall the chat, itself, what  
21 he was saying?

22 **A. No. That was the chat when he had told me**  
23 **he had fired Tom.**

24 Q. Okay. I got you. He is referencing the

1 brief chat when he told you he fired Tom, not in  
2 between your two e-mails here?

3 **A. No, I don't believe so.**

4 Q. Okay. I got you.

5 **A. I'm a little dusty on that. I'm sorry.**

6 Q. That's all right. I think I had see now  
7 when you are saying. I think I got it wrong.

8 MR. VAN DER VEEN: Tell me when  
9 November 20th, 2022, what day of the week  
10 that was. November 20th, 2022. He'll do  
11 it.

12 BY MR. VAN DER VEEN:

13 Q. Now, this says, I acknowledge -- this is  
14 Mr. Specter's e-mail to you. It says, I  
15 acknowledge your e-mail below and am deeply  
16 concerned for you and your case.

17 Had he ever told you before like when you  
18 met him at the top of building that he was deeply  
19 concerned for you or your case?

20 **A. No.**

21 Q. In all the time that Tom was your lawyer,  
22 had Mr. Specter or anybody else at the firm  
23 expressed a deep concern for you?

24 **A. No.**

1 Q. Or for your case?

2 **A. No.**

3 Q. In the phone call when he told you he  
4 fired Tom, did he express a deep concern for you?

5 **A. No.**

6 Q. Did he express a deep concern for your  
7 case?

8 **A. No. No.**

9 Q. So is the first time that he has  
10 expressing this deep concern for you, and this  
11 deep concern for your case was after you told him  
12 you are fired?

13 **A. I guess. In this e-mail.**

14 Q. Okay. He writes, you apparently decided  
15 to go with Mr. Bosworth, but your e-mail does not  
16 say so. When you sent him the e-mail, did he try  
17 to call you?

18 **A. I don't think so.**

19 Q. Okay. He just fired off this e-mail to  
20 you?

21 **A. Yes.**

22 Q. And Mr. Bosworth has a contractual  
23 obligation to repay the very substantial costs on  
24 your case if he takes over your file?

1           **A. Yes.**

2           Q. Why is he telling you that, do you know?

3           **A. Well, I just assumed it was to scare the**  
4 **heck out of me, which it did.**

5           Q. He then wrote he also has an obligation to  
6 pay one half of the gross fee on your case of  
7 Kline & Specter if it is successful. Do you know  
8 why he told you that?

9           **A. No, no idea.**

10          Q. Do you think it was out of his deep  
11 concern for you?

12          **A. No. I think it was concern for me not**  
13 **staying with Kline & Specter.**

14          Q. It was a concern for money?

15          **A. Yes.**

16          Q. The fee?

17          **A. Yes.**

18          Q. Getting cash?

19          **A. Yes.**

20          Q. Okay. Upon his payment of the cost  
21 acknowledgment of these obligations, a file will  
22 be transferred to him, if that is who you are  
23 hiring, right?

24          **A. Payment of cost -- yes, yes.**

1 Q. So what he is telling you there? What did  
2 you take that to mean?

3 A. Well, generally speaking, I just thought  
4 that it was all to intimidate me into staying with  
5 them.

6 And again, I didn't understand. I didn't  
7 understand like procedures. I didn't know what it  
8 meant even. He is talking about what Tom has to  
9 pay. I probably was thinking -- or I was thinking  
10 that, oh, is that going to cost me more, quite  
11 honestly?

12 So you know, I didn't understand. But I  
13 felt that it was meant to put fear in me.

14 Q. Okay.

15 A. It worked.

16 Q. Mr. Bosworth was also required by the  
17 contract to explain all of this to you.

18 A. Mr. Bosworth was also required by the  
19 contract to explain all of this.

20 Q. Mr. Bosworth's contract with the firm is  
21 attached for your reference. Do you know why on  
22 God's green earth he would send you Mr. Bosworth's  
23 contract of employment?

24 A. No. Actually, I thought it was tacky. I



1 mean that's none of my business. That was none of  
2 my business.

3 Q. What do you think the purpose of it was?  
4 What did you take the purpose to be?

5 A. Made me feel like maybe Tom wasn't going  
6 to have any rights or, you know, any ability to  
7 continue with my trial, because, you know, he was  
8 fired, and his contract was that, you know, when  
9 he was done, he was done. I don't know if that  
10 makes sense.

11 Q. And did that make you feel pressured to  
12 stay with Kline & Specter?

13 A. Yes.

14 Q. Did this e-mail ever tell you, you can  
15 choose Tom?

16 A. No.

17 Q. Did it ever tell you, you can choose  
18 another lawyer?

19 A. It did. It said I could discuss this with  
20 another lawyer.

21 Q. Okay. And is that the next paragraph, we  
22 are willing to meet with you again to discuss  
23 these matters?

24 A. Yes.

1 Q. You might also consider discussing all of  
2 this with another attorney in order to obtain an  
3 independent assessment?

4 A. Yes.

5 Q. So after you fired him, he is still trying  
6 to get you into his office?

7 A. Yes.

8 Q. Still trying to solicit you as his client?

9 A. Yes.

10 Q. Trying to keep you?

11 A. Yes.

12 Q. Did he call you after this e-mail?

13 A. I don't think so. No, no, no. We never  
14 spoke after this.

15 Q. Did you hear anything more about his deep  
16 concern for you?

17 A. No.

18 Q. Did you hear anything more from him about  
19 his deep concern for your case?

20 A. No.

21 Q. You did hear through court pleadings and  
22 filings that he maintained a deep concern for his  
23 money?

24 A. Yes.

1 Q. And there lies this affidavit. Your  
2 affidavit.

3 **A. Yes.**

4 Q. Where did I end off, thirty-four, thirty-  
5 five?

6 **A. Thirty-four.**

7 MR. BOSWORTH: You did thirty-  
8 four, but I don't believe you did thirty-  
9 five?

10 **THE WITNESS: I don't think you**  
11 **read thirty-five.**

12 BY MR. VAN DER VEEN:

13 Q. Even after I sent this e-mail to  
14 Ms. Specter, terminating my relationship with him  
15 and his firm, Mr. Specter still kept trying to  
16 contact me, pressure me to pick him as my lawyer.  
17 Is that right?

18 **A. Well, he didn't contact me like multiple**  
19 **times, you know.**

20 Q. Okay.

21 **A. Just the e-mail. I might have misspoke**  
22 **there. I'm sorry.**

23 Q. That's okay. And so that number thirty-  
24 five may or may not be accurate, depending upon

1 your recollection today?

2 **A. Yes.**

3 Q. Because you believe it to be true when you  
4 wrote it?

5 **A. Yes.**

6 Q. Thirty-six. After receiving my e-mail,  
7 Mr. Specter e-mailed me back the same day?

8 **A. Yes.**

9 Q. And that's the e-mail we just went over?

10 **A. Yes.**

11 Q. Marked as Melendez-3?

12 **A. Yes, yes.**

13 Q. Page-37, paragraph-37. In this e-mail  
14 Mr. Specter wrote, Mr. Bosworth has a contractual  
15 obligation to repay the very substantial costs on  
16 your case if he takes over your representation.

17 **A. Yes.**

18 Q. Did he tell you how much the costs were?

19 **A. No. But I was worried that Tom wouldn't  
20 be able to pay it to continue with my case. You  
21 know, it was kind of one of my thoughts.**

22 Q. Because he is a young kid?

23 **A. He is a kid.**

24 Q. He had a family?

1           **A. Yes.**

2           Q. Not nearly making what those guys are  
3 making?

4           **A. I mean, yes, presumably, yes.**

5           Q. And then thirty-eight. Mr. Specter also  
6 wrote in this e-mail, regarding Mr. Bosworth, Tom  
7 Bosworth. He also has an obligation to pay one  
8 half of the gross fee on your case at Kline &  
9 Specter if it is successful.

10          **A. Yes.**

11          Q. Do you see that?

12          **A. Yes.**

13          Q. You are aware that they went to a court  
14 and said if Bosworth gets the fee, we get more  
15 than that. Ever hear of that?

16          **A. No.**

17          Q. Page-30, Paragraph-39. Mr. Specter then  
18 threatened to not turn over my file to Attorney  
19 Bosworth unless Attorney Bosworth paid Mr. Specter  
20 costs of the case. Upon Tom Bosworth's payment of  
21 the cost of his acknowledgment of these  
22 obligations the file be transferred to him, if  
23 that is who he was hiring; is that what that said?

24          **A. Yes.**

1 Q. So are you telling me that you took this  
2 as though your case was going to be held hostage  
3 until the money was paid?

4 **A. That's the right word, hostage, yes.**

5 Q. That they weren't going to let anybody  
6 other than them work on your file until they got  
7 money?

8 **A. Yes.**

9 Q. And make you believe that Mr. Bosworth  
10 would have any access to your file to work on your  
11 file unless these guys got cash up front?

12 **A. Yes.**

13 Q. And of course, it's true that while this  
14 is going on, you knew there was a deadline 33 days  
15 away for the filing in your case?

16 **A. I did.**

17 Q. And that every day they held that file, a  
18 day ticked away to get the work done?

19 **A. Yes, yes.**

20 Q. Did they express any concern about that?

21 **A. No.**

22 Q. Deeper or otherwise?

23 **A. No.**

24 Q. Forty. Mr. Specter attached to this

1 e-mail a copy of Tom Bosworth's signed employment  
2 agreement that he had signed with Kline & Specter  
3 in 2017.

4 **A. That is true.**

5 Q. When he sent this e-mail or when you had  
6 phone conversations with them, did they ever  
7 discuss with you what their obligations were under  
8 the contract?

9 **A. No.**

10 Q. Did they ever discuss with you what they  
11 were required to do under the contract?

12 **A. No.**

13 Q. Did they ever tell you how they breached  
14 the contract?

15 **A. No.**

16 Q. Did they ever tell you why they were going  
17 to hold your file hostage, your file hostage other  
18 than they needed money?

19 **A. No.**

20 MR. BOSWORTH: Object to need.

21 BY MR. VAN DER VEEN:

22 Q. Okay. Other than they wanted money?

23 **A. No.**

24 Q. Forty-one. Receiving this e-mail

1 terrified me.

2 **A. That's the truth.**

3 Q. I'm sorry. I could not believe that any  
4 lawyer would or could threaten not to give my  
5 lawyer my file just because there was some kind of  
6 disagreement between the two lawyers about case  
7 costs that needed to be paid back.

8 By threatening not to give my lawyer, Tom  
9 Bosworth, my file, it was obvious Specter was  
10 threatening me to try to get me to hire him even  
11 though I had already e-mailed him that I was  
12 terminating his and his firm's representation.

13 This e-mail from Specter caused me extreme  
14 emotional distress, confusion, fear, and anxiety.  
15 I knew at the time I received this e-mail from him  
16 that there was some sort of appellate brief due in  
17 the coming days. That was true then, true now?

18 **A. Yes.**

19 Q. From talking with you, do you believe that  
20 it was apparent that this was distressing to you?

21 **A. Yes.**

22 Q. And you expressed that to him?

23 **A. To him?**

24 Q. Yes.



1           **A. Well, when he called me, yes, yes,**  
2 **definitely.**

3           Q. Did he do anything at all to try to ease  
4 your emotional distress?

5           **A. No.**

6           Q. Did he do anything at all to try to clear  
7 up your confusion?

8           **A. No.**

9           Q. Did he in any way try to alleviate your  
10 fears and anxieties?

11          **A. No.**

12          Q. Just wanted the costs?

13          **A. Yes.**

14          Q. Or your --

15          **A. Or my signature.**

16          Q. Or you as a client. Or your signature.  
17 Forty-two.

18                 After I e-mailed Mr. Specter, terminating  
19 my attorney/client relationship with his firm on  
20 November 22, I signed and executed a separate  
21 contingent fee agreement with Attorney Bosworth in  
22 which I agreed to pay Attorney Bosworth the  
23 40-percent contingent fee.

24          **A. Yes.**

1 Q. And was that the same percentage that you  
2 had had when you hired Tom when he was working at  
3 Kline & Specter?

4 A. Yes.

5 Q. And did you understand that, that would be  
6 the same 40 percent? In other words, nobody was  
7 going to get 80 percent from you?

8 A. I didn't completely understand that. I  
9 didn't know how it would work. But yes. I mean  
10 Tom told me at that time.

11 Q. Told you it's the same, 40 percent?

12 A. Yes.

13 Q. If you got to give them the money, it will  
14 come out of that 40 percent?

15 A. Yes.

16 Q. Did you know at one point their lawyers  
17 went into court and said, we can take as much as  
18 80 percent?

19 A. No. Lord.

20 Q. What did you think about Mr. Kline &  
21 Specter if they went for that 80 percent?

22 A. It wouldn't be very good, what I would  
23 think.

24 Q. After I e-mailed -- forty-two -- after I

1 e-mailed Mr. Specter, terminating my  
2 attorney/client relationship with his firm, on  
3 November 20, 2022, I signed and executed a  
4 separate contingent fee agreement with Attorney  
5 Bosworth, in which I agreed to pay -- is that the  
6 same one, I already read that?

7 **A. Yes.**

8 Q. Sorry. I got a chest cold. Forty-three.  
9 I was so pleased and relieved when I learned that  
10 the trial judge, Judge Levin -- is that Levin?  
11 Levin.

12 I was so pleased when I learned that trial  
13 Judge Craig Levin -- okay. Had ordered Kline &  
14 Specter to turn over my file to my lawyer, Tom  
15 Bosworth, a few days after the November 18th phone  
16 call that I had received from Mr. Specter.

17 **A. Yes.**

18 Q. Okay. So you learned that they had to go  
19 to court to force them to give you the file?

20 **A. I did.**

21 Q. Do you know why they made him jump through  
22 those hoops and do all of those things, drag him  
23 into court over all of that?

24 **A. To punish him.**

1 Q. Yes.

2 A. To just try to -- try to stand in the way  
3 of anything, any progress he could make.

4 Q. To the detriment of your case?

5 A. Oh, to the detriment of my case, yes, sir.

6 Q. Did you interpret that as a deep concern  
7 by Mr. Specter for you?

8 A. Not slightly, no.

9 Q. Did you interpret that as a deep concern  
10 by Mr. Specter for your case?

11 A. No.

12 Q. Did Mr. Specter ever call and tell you why  
13 he was holding your file hostage?

14 A. No.

15 Q. His lawyers ever call you and tell you why  
16 they were refusing to give Tom the file?

17 A. No.

18 Q. Other than a couple of shackles?

19 A. No one had contacted me.

20 Q. On November 22nd of 2022, I signed a  
21 letter that was addressed to Shanin Specter and  
22 Tom Bosworth; you did that?

23 A. Yes.

24 Q. And where did you get that letter from?

1 It was sent to you by Mr. Bosworth?

2 **A. Thomas, yes.**

3 Q. Mr. Specter ever send you any kind of  
4 letter?

5 **A. No.**

6 Q. Ever tell you such a letter would be  
7 forthcoming?

8 **A. No.**

9 Q. Let me see if I can put my hands on that.  
10 Show you what I have marked as Melendez-4.

11 - - -

12 (Whereupon, Melendez-4 was marked  
13 for identification.)

14 - - -

15 BY MR. VAN DER VEEN:

16 Q. This is address to both Mr. Bosworth and  
17 Mr. Specter?

18 **A. Yes. Yes. I remember this.**

19 Q. You were aware that Mr. Bosworth and  
20 Mr. Specter each had an obligation to partake to  
21 give you the information that is in this letter?

22 **A. No.**

23 Q. And in here, you chose Mr. Bosworth?

24 **A. Yes.**

1 Q. Did you hear from Mr. Specter after you  
2 sent this to him?

3 A. No.

4 Q. After he got this, did he tell you, okay,  
5 I'll give you your file?

6 A. No.

7 Q. Did he tell you, good luck with your case?

8 A. No.

9 Q. Did he tell you, it was my deep concern  
10 for you, wish you well?

11 A. No.

12 Q. Did he try to get you to borrow more money  
13 from his guy?

14 A. No, no.

15 Q. Did he ever express any more concern for  
16 your financial condition?

17 A. No.

18 Q. Forty-four, forty-five, forty-six, forty-  
19 seven, they are all true, in your affidavit?

20 A. Yes.

21 Q. True then, true now?

22 A. Yes.

23 Q. Forty-eight, you checked that box?

24 A. Yes.

1 Q. Is that true then and true now, the  
2 decision was free, and intentional, and voluntary?

3 **A. Yes.**

4 Q. Forty-nine. I understand that Kline &  
5 Specter spent money on costs associated with my  
6 case before they fired Tom. I had no problem with  
7 and agree that Kline & Specter should be paid  
8 those costs back.

9 But beyond that, any penny given to Kline  
10 & Specter would not be fair. My opinion, based on  
11 how Kline & Specter have treated me and my lawyer,  
12 Attorney Bosworth, I do not agree that Kline &  
13 Specter deserve any fee.

14 They did not do any of the work on the  
15 case. Tom did. Tom did all of the work, leading  
16 up to trial, and neither Tom nor Shanin  
17 participated in the trial in any way at all; is  
18 that true?

19 **A. Yes, that's true.**

20 Q. And when you referenced -- would not be  
21 fair, in my opinion, based on how Kline & Specter  
22 treated me and my lawyer, you are talking about  
23 the withholding of the file and all of that?

24 **A. Yes. And the implied -- the implications**

1 that I would be in trouble.

2 Q. And your case would be in trouble?

3 A. Yes.

4 Q. And that he would be in trouble?

5 A. Yes.

6 Q. So does that also encompass that they  
7 never really cared to reach out to you in any way  
8 in the five years up until the verdict?

9 A. Yes.

10 Q. Encompasses that, too? But if Tom has to  
11 give them money pursuant to the contract, you are  
12 not going to step in the way of that?

13 A. No.

14 Q. You'll let done what needs to be done,  
15 correct?

16 A. Yes.

17 Q. You'll follow it with whatever The Court  
18 says needs to be done?

19 A. Yes.

20 Q. And you won't object to their getting any  
21 kind of a fee as required by a court order or as  
22 they agree?

23 A. Right.

24 Q. Okay. Fifty. Kline & Specter's behavior



1 and conduct has been displeasing, offensive, and  
2 horrifying to me. True then, true now?

3 **A. Oh, yes.**

4 Q. Sorry about that. Fifty-one. I have  
5 never met or spoken with Tom Kline.

6 **A. That's true.**

7 Q. Do you know why not?

8 **A. No. I have no idea.**

9 Q. Since Tom had been fired, other than  
10 Mr. Shanin Specter's deep concern for you and your  
11 case, as expressed in that e-mail, did anybody  
12 else ever express a deep concern for you or your  
13 case from that law firm?

14 **A. From the firm? No.**

15 Q. During this time period after they fired  
16 Tom and they were trying to keep you as their  
17 client, did you feel like they were pressuring  
18 you?

19 **A. Yes.**

20 Q. In ways, coercing you?

21 **A. Yes.**

22 Q. With the holding of your file?

23 **A. Yes.**

24

1 MR. VAN DER VEEN: If we can just  
2 take a couple of minute break. I think I  
3 may be done, but I wanted to check a  
4 couple of notes.

5 THE WITNESS: Sounds good.

6 - - -

7 (Whereupon, a short break was  
8 taken.)

9 - - -

10 MR. VAN DER VEEN: We can mark  
11 this as Melendez-5.

12 - - -

13 (Whereupon, Melendez-5 was marked  
14 for identification.)

15 - - -

16 THE WITNESS: Okay. I have it.

17 BY MR. VAN DER VEEN:

18 Q. Now, you know that after they went in  
19 front of Judge Levin, Judge Levin ordered that the  
20 file be turned over to you?

21 A. Yes.

22 Q. Or to Tom?

23 A. To Tom, yes.

24 Q. And you understand that --

1           **A. Oh, I remember this.**

2           Q. You understand that he got the pleadings  
3 in, that he had to get in for your post-trial  
4 motions and whatnot?

5           **A. That Tom had.**

6           Q. Once he got the file?

7           **A. Yes.**

8           Q. Did you become aware that The Court had to  
9 rule on those motions within a specific number of  
10 days, 100 days?

11          **A. I didn't know.**

12          Q. Sometime between -- well, do you know  
13 now --

14          **A. Oh, yes.**

15          Q. -- that it had to have been done within  
16 120 days?

17          **A. Yes. It was months, you know. Couple of  
18 months. Couple of few months.**

19          Q. Yes. Well, 120 days is four months. So  
20 did anybody ever ask you to waive that 120 days?

21          **A. No.**

22          Q. To let it sit there, and just not get  
23 decided?

24          **A. No.**

1 Q. Did you start worrying, why isn't this  
2 getting decided?

3 **A. Yes.**

4 Q. And did you ask Tom about it? Strike  
5 that. I'm not asking you about your conversations  
6 with Tom. Did you make an affidavit that is  
7 marked as Melendez-5 here?

8 **A. Yes.**

9 Q. Let me just go through this. One, I,  
10 Diane Melendez, am the plaintiff in this case.  
11 And that's your case, right?

12 **A. Yes.**

13 Q. Against Dr. Mo?

14 **A. Uh-huh, yes.**

15 Q. Two. I was never contacted by Shanin  
16 Specter or Charles Becker, following the September  
17 21, 2022 jury verdict in my case, asking me  
18 whether I would agree to waive the 120-day  
19 provision, the Pennsylvania Rule Of Civil  
20 Procedure, 227.4(1)(b).

21 Which states that The Court shall enter  
22 judgment upon the verdict of the jury if The Court  
23 does not enter an order disposing of all  
24 post-trial motions within 120 days of the filing

1 of the first post-trial motions.

2 **A. Yes. I had no idea.**

3 Q. Three. If Shanin Specter or Charles  
4 Becker had ever asked me whether I would agree to  
5 waive the 120-day provision in Pennsylvania Rule  
6 Of Civil Procedure 227.4(1)(b) which states that  
7 The court shall enter a judgment upon the verdict  
8 of the jury if The Court does not enter an order  
9 disposing of all post-trial motions with 120 days  
10 of the filing of the first trial motion, I would  
11 not have agreed to that.

12 **A. That's true.**

13 Q. Because you wanted your case to move  
14 along?

15 **A. Yes. I don't even understood the point of**  
16 **that.**

17 Q. Didn't do you any good?

18 **A. No.**

19 Q. Four. Neither Shanin Specter nor Charles  
20 Becker ever spoke to me about the fact that  
21 Charles Becker represented to The Court in writing  
22 that I had agreed to waive the 120-day provision  
23 in Pennsylvania Rule of civil procedure  
24 227.4(1)(b) which states that The Court shall

1 enter judgment upon the verdict of the jury if The  
2 Court does not enter an order disposing of all  
3 post-trial motions within 120 days of the filing  
4 of the post-trial motions; is that true?

5 **A. It's true.**

6 Q. Okay. Let me see if I can kind of put a  
7 nail a little bit closer on that. Is the only  
8 time that you ever met Chip Becker was up there at  
9 the top of the big building of theirs?

10 **A. He stopped by the trial one day.**

11 Q. Okay.

12 **A. I don't even know if I met him or if he**  
13 **just stopped to talk to Tom. He was just there**  
14 **briefly.**

15 Q. He didn't talk to you?

16 **A. No.**

17 Q. You didn't talk to him?

18 **A. No.**

19 Q. And certainly, during the trial that one  
20 day, he didn't talk to you about waiving the  
21 120-day period?

22 **A. No, no, no.**

23 Q. And then the only other time -- then the  
24 only time you met him was up at the top of the

1 building in the conference room, right?

2 **A. Yes.**

3 Q. And that's when Mr. Specter was uneasy and  
4 talking to you?

5 **A. Yes.**

6 Q. And did Mr. Becker participate in that  
7 conversation at all, or was just kind of sitting  
8 there?

9 **A. He was telling me a little bit about what  
10 an appeal would be. And you know, the steps for  
11 an appeal, and how long it could take. I think it  
12 was basically kind of a like technical stuff. I  
13 don't think we spoke about anything else.**

14 Q. Did he give you like deadlines, like 120  
15 days for a Court to rule or anything like that?

16 **A. No.**

17 Q. Give you -- did he give you anything to  
18 sign that says you are going to waive any kind of  
19 appellate rights?

20 **A. No.**

21 Q. Or procedural rights?

22 **A. No.**

23 Q. Did he ever tell you, Jeez, I don't have  
24 enough time to get this done, I'm so darn busy.

1 I'm going to need to waive this?

2 **A. No.**

3 Q. Do you have any idea why he would want to  
4 waive it?

5 **A. No.**

6 Q. As you sit here today, has Mr. Specter or  
7 Mr. Becker explained to you why they claim to have  
8 waived your 120 days?

9 **A. No.**

10 Q. Five. Charles Becker's statement to The  
11 Court that I have agreed to waive and 120-day  
12 provision in the Pennsylvania Rule of Civil  
13 Procedure 227.4(1)(b) which states that The Court  
14 shall enter judgment upon the verdict of the jury  
15 if The Court does not enter an order disposing all  
16 post-trial motions 120 days of the filing of first  
17 post-trial motion is not accurate.

18 **A. That's true.**

19 Q. Now, when you say it's not accurate, do  
20 you mean it's not true?

21 **A. It's not true.**

22 Q. Do you mean it's a misrepresentation to  
23 The Court?

24 **A. It is.**



1 Q. You mean it's a lie?

2 A. Yes.

3 Q. A lie to The Court?

4 A. Yes, it is.

5 Q. Do you know why they would do that?

6 A. No.

7 Q. Did any of them ever explain to you why  
8 they lied to The Court?

9 A. No. I had no idea that this had even  
10 happened at that time.

11 Q. When you learned of this, how did you  
12 feel?

13 A. I was angry. And like I said, I know I'm  
14 probably -- I'm oversimplifying it. But I don't  
15 understand why my lawyers would want to waive  
16 that.

17 I could understand why Dr. Mo's lawyers  
18 would, to, you know, indefinitely put off having  
19 to do anything. But I didn't understand that.  
20 And I was not happy, because they have done this  
21 and fired my lawyer.

22 Like I didn't even know any of this. So  
23 yes. I was not happy to put it lightly.

24 Q. Is there any reason in the universe why

1 you can imagine why they would represent something  
2 like that to The Court when it's not true?

3 **A. No. Unless they were just trying to**  
4 **delay, you know, delay my own case.**

5 Q. Delay you getting money, and Tom getting  
6 money?

7 **A. Yes, exactly.**

8 Q. Did you feel like you were being used as a  
9 pawn for them to get at Tom?

10 **A. Yes.**

11 MR. VAN DER VEEN: I don't think I  
12 have any more questions.

13 MR. PODRAZA: All right. Why  
14 don't we exchange seats?

15 MR. VAN DER VEEN: Thanks for your  
16 time. Ms. Melendez.

17 - - -

18 EXAMINATION

19 - - -

20 BY MR. PODRAZA:

21 Q. Okay. Are you ready to proceed?

22 **A. I am.**

23 Q. All right. Ms. Melendez, my name is Joe  
24 Podraza. And with me is Will Trask. And we

1 represent Kline & Specter, and in some of the  
2 cases Tom Kline and Shanin Specter personally. I  
3 just have a couple of questions that I would like  
4 to, you know, present to you, and maybe some  
5 follow-up on your earlier testimony here today; is  
6 that fair enough?

7 **A. Yes.**

8 Q. All right now. Before today or even  
9 today, did you do anything to prepare for this  
10 deposition?

11 MR. BOSWORTH: Just note my  
12 objection to the extent you are asking her  
13 for privileged information between me and  
14 her. So she is not going to answer that  
15 question.

16 BY MR. PODRAZA:

17 Q. I'm sorry, ma'am. Did you do anything to  
18 prepare for the deposition today?

19 MR. BOSWORTH: I'm noting the same  
20 objection. So there you go.

21 BY MR. PODRAZA:

22 Q. Did you meet at all with any counsel,  
23 besides Mr. Bosworth, prior to today in  
24 preparation for today?

1           **A. No.**

2           Q. Did you meet with anybody besides  
3 Mr. Bosworth in preparation for today?

4           **A. No.**

5           Q. All right. And did you spend any time  
6 with Mr. Bosworth prior to today in preparing for  
7 today?

8           **A. I'm sorry.**

9                           MR. BOSWORTH: You are okay. Note  
10                          my objection.

11 BY MR. PODRAZA:

12           Q. And did you review any materials, ma'am,  
13 prior to coming here today to present your  
14 testimony?

15                          MR. BOSWORTH: Hold on. I'm going  
16                          to object on the basis that it's  
17                          privileged, whatever she reviewed and  
18                          discussed with her counsel.

19                          MR. PODRAZA: And are you  
20                          instructing?

21                          MR. BOSWORTH: Yes. There is a  
22                          privilege. Yes.

23                          MR. PODRAZA: Every instruction,  
24                          please, can we have that separately marked

1 on the transcript? Thank you.

2 BY MR. PODRAZA:

3 Q. Ma'am, are you going to refuse to answer  
4 whether you reviewed any materials prior to today  
5 in preparation for this deposition?

6 MR. BOSWORTH: She is not refusing  
7 or agreeing to anything. I'm objecting on  
8 a privilege that you are well-aware of  
9 exists, which the is most fundamental  
10 privilege called the attorney/client  
11 privilege. So that is a harassing  
12 question.

13 MR. VAN DER VEEN: Joe, why don't  
14 you just rephrase the question outside the  
15 privilege? Did you review anything other  
16 than with Tom?

17 MR. PODRAZA: Well, whether she  
18 reviewed it with counsel or not, that's  
19 not privileged.

20 BY MR. PODRAZA:

21 Q. I'm just asking, did you review any  
22 documents, whether with or without Mr. Bosworth,  
23 prior to today, in preparation for today's  
24 deposition?

1 MR. BOSWORTH: You are calling for  
2 a question -- that question calls for  
3 privilege.

4 MR. PODRAZA: And you are  
5 instructing her not to answer?

6 MR. BOSWORTH: Yes.

7 MR. PODRAZA: All right.

8 BY MR. PODRAZA:

9 Q. Now, Ms. Melendez, why don't we start with  
10 what has been marked here today --

11 MR. VAN DER VEEN: Joe, why don't  
12 you ask her.

13 MR. PODRAZA: Excuse me, counsel.  
14 Thank you. We'll take it up with The  
15 Court.

16 MR. BOSWORTH: You can cure the  
17 objection here.

18 BY MR. PODRAZA:

19 Q. Ms. Melendez, Why don't we start with  
20 Melendez-1, which is the affidavit?

21 **A. Okay.**

22 Q. Now, you are not trying to say the  
23 affidavit was your idea, are you?

24 **A. Well, no. My attorney asked me.**

1 Q. Okay. So it wasn't your idea to provide  
2 this affidavit, correct?

3 MR. BOSWORTH: Hold on. Note my  
4 objection to privilege. To the extent you  
5 are asking her about conversations we had  
6 about the affidavit.

7 MR. PODRAZA: I never asked a  
8 conversation, counsel. Thank you.

9 BY MR. PODRAZA:

10 Q. It wasn't your idea to prepare this  
11 affidavit, correct?

12 A. Correct.

13 Q. All right. Now, it's eight pages long and  
14 about 51 paragraphs, correct?

15 A. Yes.

16 Q. All right. And you can take a look at it  
17 to ensure yourself.

18 A. 51.

19 Q. All right. And you didn't type each word  
20 in this affidavit, correct?

21 MR. BOSWORTH: Hold on. Hold on.  
22 I'm going to object. You are calling for  
23 information that is protected by the  
24 attorney/client privilege as to the

1           communications that were had between  
2           Ms. Melendez and her counsel with respect  
3           to the formulation, drafting, and creation  
4           of this affidavit. So that is a  
5           privileged question.

6 BY MR. PODRAZA:

7           Q. Ma'am, did you type the affidavit up as it  
8           exists today here as marked as Melendez-1?

9                           MR. BOSWORTH: I'm going to make  
10           the same objection to privilege. Next  
11           question.

12 BY MR. PODRAZA:

13           Q. Did anybody from Mr. Bosworth's office or  
14           himself prepare this affidavit for you?

15                           MR. BOSWORTH: That's also a  
16           question that calls for privileged  
17           information, so on that basis, I'm  
18           objecting, and she is not going to respond  
19           to that question.

20 BY MR. PODRAZA:

21           Q. And what did you understand was the  
22           purpose of the November 2023 affidavit?

23           **A. What was the point of the affidavit?**

24           Q. Yes. What did you understand was the



1 purpose of it?

2 A. Okay. Just give me a sec. It was just an  
3 explanation of the timeline and the things that  
4 happened in between my case, also when I met Tom,  
5 you know, our history. That's kind of it.

6 Q. And what did you understand the affidavit  
7 would be used for?

8 MR. BOSWORTH: Well, I'm going to  
9 object to that question, because the use  
10 of the affidavit, which, as you know, was  
11 attached to a pleading or a motion  
12 response, that's that work product,  
13 decision-making by a lawyer.

14 And to the extent that lawyer was  
15 communicated to Ms. Melendez, that would  
16 be privileged.

17 MR. PODRAZA: And you are  
18 instructing her not to answer.

19 MR. BOSWORTH: Yes.

20 MR. PODRAZA: Please mark that.

21 - - -

22 (Whereupon, the question was  
23 marked for identification.)

24 - - -

1 BY MR. PODRAZA:

2 Q. Before you signed the 2023 affidavit, did  
3 you know that some or all of the attorney fees in  
4 your case could be claimed by Kline & Specter as  
5 predecessor counsel?

6 **A. Did I know they could claim all of the**  
7 **fees?**

8 Q. Did you know that they could claim all or  
9 some of them?

10 **A. Before I signed this?**

11 Q. Yes.

12 **A. Yes.**

13 Q. Okay. And before you signed the November  
14 2023 affidavit, did you know you could be sued by  
15 Kline & Specter as predecessor counsel to recover  
16 fees?

17 **A. I guess it was a possibility, yeah. But I**  
18 **can't say I firmly knew that.**

19 Q. Okay. Before you signed the November 2023  
20 affidavit, did you know that Mr. Bosworth had an  
21 employment agreement with Kline & Specter?

22 **A. Yes.**

23 Q. And before you signed the November 2023  
24 affidavit, did you have a copy of that employment

1 agreement between Mr. Bosworth and Kline &  
2 Specter?

3 **A. Mr. Specter sent it to me.**

4 Q. Okay. Would the answer be yes?

5 **A. Yes. Sorry. I apologize.**

6 Q. Now, before you signed the affidavit of  
7 November 2023, did you know that Mr. Bosworth was  
8 obligated under his employment agreement to  
9 explain Kline & Specter's interests in the fees  
10 recovered in your case?

11 MR. VAN DER VEEN: Well, I'll  
12 object to the question. It's misstating  
13 the facts of the law.

14 BY MR. PODRAZA:

15 Q. You can answer.

16 **A. I mean I'm not a lawyer, so I can't say**  
17 **that, you know, I understood any of this. Can you**  
18 **repeat the question, please?**

19 Q. Sure. The question is, before you signed  
20 the November 2023 affidavit, did you know that  
21 Mr. Bosworth was obligated under his employment  
22 agreement to explain Kline & Specter's interest in  
23 the fees recovered in your case? Did you know  
24 that?

1           **A. I'm a little confused by the question.**

2           **But no, I don't believe so.**

3           Q. Okay. Before you signed the November 2023  
4 affidavit, did you note Mr. Bosworth's employment  
5 agreement with Kline & Specter required him to pay  
6 Kline & Specter a portion of the attorney fee?

7                           MR. VAN DER VEEN: Objection to  
8 the form.

9                           **THE WITNESS: Yes. Sorry.**

10                          MR. BOSWORTH: It's okay.

11 BY MR. PODRAZA:

12           Q. And before you signed the November 2023  
13 affidavit, did you know that the Pennsylvania  
14 Rules Of Professional Conduct do not permit a  
15 client to extinguish the predecessor firm's right  
16 to seek payment of attorney fees from you? Did  
17 you know that?

18                          MR. VAN DER VEEN: I'll object to  
19 that as really way off on the law.

20                          **THE WITNESS: Yes. No. I mean**  
21 **I'm not a lawyer, so no, I didn't know**  
22 **that.**

23 BY MR. PODRAZA:

24           Q. All right. And before you signed the

1 November 2023 affidavit, did you know that if  
2 Mr. Bosworth was paid 40 percent of the fees,  
3 whatever fees were owed to Kline & Specter will  
4 come out of your recovery; did you know that?

5 MR. VAN DER VEEN: Object to that  
6 as just being wrong on the law.

7 BY MR. PODRAZA:

8 Q. Repeat, please.

9 A. Sure.

10 Q. Before you signed the November 2023  
11 affidavit, did you know that if Mr. Bosworth was  
12 paid 40 percent of the fees, whatever fees were  
13 owed to Kline & Specter would come out of your  
14 recovery; did you know that?

15 A. I thought it was going to come out of his  
16 40 percent.

17 Q. And as a result, before you signed the  
18 November 2023 affidavit, did you know that up to  
19 80 percent of your recovery could be required to  
20 pay the fees owed to Mr. Bosworth and Kline &  
21 Specter?

22 A. No.

23 MR. VAN DER VEEN: I'm going to  
24 object, because that's just so far wrong.

1 My understanding is it's a claim and  
2 anybody can make a claim, but that's just  
3 --

4 MR. PODRAZA: Counsel, I thought  
5 we agreed that objections would be --

6 MR. VAN DER VEEN: Okay.

7 MR. PODRAZA: Thank you.

8 BY MR. PODRAZA:

9 Q. Is it fair to say you think highly of  
10 Mr. Bosworth?

11 **A. Yes.**

12 Q. Now, if I understood your testimony, you  
13 said you met Mr. Bosworth in the fall of 2017; is  
14 that correct?

15 **A. Yes.**

16 Q. How long had Mr. Bosworth been working at  
17 Kline & Specter at that time?

18 **A. At that time I wouldn't have known that.**

19 Q. If I told you that he had just started his  
20 employment in September of 2017, would you have  
21 any reason to disagree with that?

22 **A. No.**

23 Q. But when you did meet with Mr. Bosworth,  
24 you knew he was a first-time, new lawyer at Kline

1 & Specter, correct?

2 **A. No, I didn't really understand that.**

3 Q. Mr. Bosworth didn't tell you that he was a  
4 first-year associate at Kline & Specter?

5 MR. BOSWORTH: I'm going to  
6 object. Privileged grounds.

7 MR. PODRAZA: And you are  
8 instructing her?

9 MR. BOSWORTH: Yes.

10 MR. PODRAZA: Okay.

11 BY MR. PODRAZA:

12 Q. Did you know that when you were first  
13 speaking with Mr. Bosworth, that this was his  
14 first experience as a lawyer at a law firm?

15 **A. No.**

16 Q. Did you know that when you were first  
17 speaking with Mr. Bosworth, that he had completed  
18 a clerkship, and then had just begun employment at  
19 Kline & Specter?

20 **A. No.**

21 Q. Did you know that -- and again, this is  
22 the first contact, first contact when you  
23 initially were with Mr. Bosworth, did you know  
24 Mr. Bosworth had no prior experience working at a

1 law firm before Kline & Specter?

2 **A. No.**

3 Q. When you met with Mr. Bosworth in the fall  
4 of 2017, am I correct that Mr. Bosworth then told  
5 you he worked for Kline & Specter?

6 **A. Yes.**

7 Q. Okay. Am I correct that before you met  
8 with Mr. Bosworth, you contacted Kline & Specter,  
9 correct?

10 **A. Yes.**

11 Q. And you contacted Kline & Specter, because  
12 you knew it was prominent, well-known, and a well-  
13 respected law firm, correct?

14 **A. Yes.**

15 Q. I think you even said --

16 **A. A friend of mine.**

17 Q. And recommended that you should call them  
18 up for your case, correct?

19 **A. Yes.**

20 Q. All right. Now, when you met with  
21 Mr. Bosworth in the fall of 2017, you had heard of  
22 Tom Kline, correct?

23 **A. Tom Kline?**

24 Q. Yes. The name, Tom Kline.



1           **A. Well, just -- no. I just knew Kline &**  
2           **Specter.**

3           Q. All right.

4           **A. I wouldn't have even known his first name.**

5           Q. All right. Did you know of Shanin Specter  
6 in the fall of 2017, when you first met with  
7 Mr. Bosworth?

8           **A. I knew that he was former senator's son.**

9           Q. All right. So you were familiar with him,  
10 right?

11          **A. That's all.**

12          Q. And was it your understanding that  
13 Mr. Kline & Mr. Specter were pretty successful  
14 lawyers?

15          **A. I assumed.**

16          Q. All right. And was it your understanding  
17 or your belief at that time that Mr. Kline and  
18 Mr. Specter were respected in the legal field?

19          **A. I assumed, yes.**

20          Q. And am I correct that in the fall of 2017,  
21 it made you feel good knowing Kline & Specter and  
22 its founders, Tom Kline and Shanin Specter, were  
23 well-respected in the legal field?

24          **A. Yes.**

1 Q. Now, I would like to ask you a little bit  
2 about your retainer with Kline & Specter, just  
3 shifting topics here. In September of 2017, you  
4 signed a retainer with Kline & Specter for  
5 representation; is that correct?

6 A. Yes.

7 Q. All right. And you voluntarily signed the  
8 retainer agreement with Kline & Specter, correct?

9 A. Yes.

10 Q. No one put a gun to your head, in other  
11 words, to sign that agreement?

12 A. No.

13 Q. Correct?

14 A. Yes.

15 MR. PODRAZA: I would like to show  
16 you what we are going to mark as Melendez-  
17 6.

18 - - -

19 (Whereupon, Melendez-6 was marked  
20 for identification.)

21 - - -

22 BY MR. PODRAZA:

23 Q. And Ms. Melendez, if you would, please,  
24 you know, take your time to review the document.

1 And when you have completed so, let me know.

2 **A. Yes.**

3 Q. Okay?

4 **A. Yes.**

5 Q. I just have a few questions regarding the  
6 document. Would you agree with me that the  
7 document indicates that you were retaining The Law  
8 Firm Of Kline & Specter, PC?

9 **A. Yes.**

10 Q. And would you agree with me then that the  
11 compensation, if any, in your case, would be paid  
12 40 percent of any recovery to Kline & Specter, PC?

13 **A. Yes.**

14 Q. All right. And is it fair to say that the  
15 representation in your claim overall is being  
16 provided by Kline & Specter, PC?

17 **A. Yes.**

18 Q. And can we agree that nowhere in this  
19 retainer is Tom Bosworth's name even mentioned?

20 **A. We agree.**

21 Q. Now, let's move forward to your September  
22 2022 trial.

23 **A. Okay.**

24 Q. All right? And you can put aside that

1 document, if you would like.

2 **A. Thank you.**

3 Q. You started trial in September of 2022,  
4 correct?

5 **A. Yes.**

6 Q. All right. Were any settlement offers  
7 made before trial?

8 MR. BOSWORTH: Well, I'm going to  
9 object on a privileged basis, because  
10 there were settlement communications had  
11 between myself and my client, which are  
12 privileged.

13 I will also add that there is  
14 documents that have been produced in this  
15 case within Kline & Specter's possession,  
16 reflecting those settlement discussions.  
17 And you have had those for years.

18 BY MR. PODRAZA:

19 Q. If I understood your testimony, ma'am,  
20 regardless of what your counsel just said, I  
21 believe in your affidavit at Paragraph-16.

22 **A. I'm listening.**

23 Q. There is a reference to settlement  
24 negotiations. Do you see that there?

1           **A. Yes.**

2           Q. All right. So there were settlement  
3 negotiations pretrial, correct?

4           **A. My hesitation is I feel like the first**  
5 **offer was made during the first -- you know, the**  
6 **first couple of days of the trial.**

7           Q. Okay. So your recollection --

8           **A. That's my recollection.**

9           Q. -- during the trial, that's when an offer  
10 was made by the defendants, but not earlier?

11          **A. I don't believe they did, but I don't**  
12 **remember.**

13          Q. Well, maybe I can help refresh your  
14 recollection. Were you aware that a settlement  
15 offer of 2.5 million dollars was made pretrial by  
16 the defendants?

17                           MR. BOSWORTH: Well, I'm going to  
18                           object, because this calls for  
19                           attorney/client information, because the  
20                           only person who would have communicated  
21                           that information to her would have been  
22                           me. And I'm her lawyer.

23                           So if you want to ask her whether  
24                           that was told to her by someone other than

1 me, that's perfectly fair.

2 MR. PODRAZA: Please mark the  
3 question. Are you instructing the  
4 witness?

5 MR. BOSWORTH: Yes.

6 MR. PODRAZA: Thank you.

7 - - -

8 (Whereupon, the question was  
9 marked for identification.)

10 - - -

11 BY MR. PODRAZA:

12 Q. Were you aware that Mr. Bosworth believed  
13 the offer should be accepted?

14 MR. BOSWORTH: Well, I'm going to  
15 object. It's not true. But it's also  
16 privileged.

17 MR. PODRAZA: Again, instructing  
18 the witness?

19 MR. BOSWORTH: Yes, I am.

20 MR. PODRAZA: Please mark it.

21 - - -

22 (Whereupon, the question was  
23 marked for identification.)

24 - - -

1 BY MR. PODRAZA:

2 Q. Were you aware that Mr. Specter believed  
3 your case should try, because the firm believed in  
4 the justice of your claim, or words to that  
5 effect?

6 MR. BOSWORTH: I'm going to  
7 object. Well --

8 **THE WITNESS: No.**

9 BY MR. PODRAZA:

10 Q. Okay. And were you aware that Mr. Specter  
11 believed your case was worth well over the 2.5  
12 million dollars offered pretrial?

13 **A. No.**

14 Q. Were you aware of settlement offers made  
15 during the trial of your case?

16 MR. BOSWORTH: I'm going to  
17 object, because this calls for  
18 attorney/client privileged information.  
19 Any settlement offers during trial would  
20 have been communicated to her by her  
21 counsel, which is me. Privileged.

22 MR. PODRAZA: Again, instructing?

23 MR. BOSWORTH: Yes.

24 MR. PODRAZA: Please mark it.

1 - - -

2 (Whereupon, the question was  
3 marked for identification.)

4 - - -

5 BY MR. PODRAZA:

6 Q. You were aware Kline & Specter paid  
7 expenses in prosecuting your case, correct?

8 **A. Yes. I assumed.**

9 Q. Okay. And if I told you that, that figure  
10 is nearly \$250,000, would that sound -- I mean is  
11 that something that you are aware of?

12 **A. I'm not aware of it.**

13 Q. Okay. If I represented to you that, that  
14 figure is about \$250,000 in expenses, that were  
15 paid by Kline & Specter, would you have any reason  
16 to disagree with that number?

17 **A. No.**

18 Q. Now, you certainly knew that Mr. Bosworth  
19 was not paying the expenses of your case out-of-  
20 pocket, correct?

21 **A. Yes.**

22 MR. BOSWORTH: You are talking  
23 about the time, Kline & Specter --

24 BY MR. PODRAZA:



1 Q. This is all at trial while you are a  
2 client of Kline & Specter. Now, would you agree  
3 with me that \$250,000 is a lot of money?

4 A. Yes.

5 Q. And would you also agree that \$250,000 is  
6 a lot of money to lose on a gamble?

7 A. Yes.

8 Q. But Kline & Specter waged \$250,000 on your  
9 case, right?

10 A. Yes.

11 Q. And they could have lost that \$250,000,  
12 correct?

13 A. Sure could.

14 Q. All right. And again, if the trial was  
15 lost, Kline & Specter would have lost that  
16 \$250,000, right?

17 A. Yes.

18 Q. Because you would not have to pay the  
19 expenses if the trial was lost, correct?

20 A. Yes.

21 Q. Okay.

22 MR. BOSWORTH: We did win, Joe.

23 BY MR. PODRAZA:

24 Q. And you understood that, correct?

1           **A. I did.**

2           Q. Now, on top of the \$250,000 in expenses  
3 Kline & Specter paid for your case, the firm also  
4 assigned others to help Mr. Bosworth prosecute  
5 your claim, correct?

6           **A. Presumably. I only knew about Courtney,  
7 Tom's assistant.**

8           Q. All right. But in your affidavit, you  
9 mentioned a Mr. DeAngelo, at Paragraph-15,  
10 correct?

11          **A. Yes.**

12          Q. Okay. And he was co-counsel with  
13 Mr. Bosworth at trial, right?

14          **A. Yes.**

15          Q. Did you pay out-of-pocket Mr. DeAngelo's  
16 salary and benefits for his assistance on your  
17 case?

18                               MR. BOSWORTH: Wait. Hold on.  
19                               Did you just -- I'm sorry. I thought I  
20                               heard something. Did you just ask  
21                               Ms. Melendez --

22                               MR. PODRAZA: Yes.

23                               MR. BOSWORTH: -- if she paid out  
24                               of pocket?

1 MR. PODRAZA: That's exactly what  
2 I just asked.

3 BY MR. PODRAZA:

4 Q. Ma'am, did you pay --

5 MR. BOSWORTH: Why would you ask  
6 her that?

7 BY MR. PODRAZA:

8 Q. Did you pay out-of-pocket, Mr. DeAngelo's  
9 salary and benefits for his assistance on your  
10 case?

11 MR. BOSWORTH: Very briefly. I  
12 think that's an inordinately harassing  
13 question, which is why I double checked to  
14 make sure that you weren't asking what you  
15 did ask. But she can answer.

16 MR. VAN DER VEEN: It is kind of a  
17 silly question.

18 MR. BOSWORTH: I think it's  
19 really, really, like I don't know why you  
20 would --

21 **THE WITNESS: I'll answer. I did**  
22 **not.**

23 BY MR. PODRAZA:

24 Q. Thank you. And as far as you know, Kline

1 & Specter paid Mr. DeAngelo's salary and benefits,  
2 correct?

3 **A. Yes.**

4 Q. And this individual, Courtney, who is she?

5 **A. She was Tom's -- is Tom's assistant.**

6 Q. All right. And as far as you know, the  
7 salary and benefits that this Ms. Courtney  
8 received in assisting for your case were paid by  
9 Kline & Specter, correct?

10 **A. Yes.**

11 Q. And you knew that Mr. Bosworth was being  
12 paid by Kline & Specter, also, correct?

13 **A. Yes.**

14 Q. In fact, you knew Kline & Specter was  
15 paying Mr. Bosworth's salary from the time you met  
16 him in the fall of 2017 until the firm fired him,  
17 effective November 18, 2022, correct?

18 **A. Yes, presumably.**

19 Q. So just -- I just want to understand the  
20 facts as to your case.

21 Kline & Specter at least paid costs and  
22 expenses, totaling about \$250,000, plus  
23 compensated firm lawyers, who represented you,  
24 Mr. Bosworth and Mr. DeAngelo and this Courtney

1 figure person, too, correct?

2 **A. Yes.**

3 Q. Did it give you a piece of mind knowing  
4 Kline & Specter committed this much resources to  
5 the prosecution of your case?

6 **A. I didn't give it a thought.**

7 Q. Well, knowing that those bills and  
8 salaries and that were being paid for those people  
9 prosecuting your case, did that make you feel  
10 good?

11 MR. VAN DER VEEN: Objection.  
12 Argumentative. I don't think you have to  
13 answer that.

14 **THE WITNESS: Say that again.**

15 MR. PODRAZA: Sure. Madam Court  
16 Reporter, could you read that back?

17 THE COURT REPORTER: Sure.

18 - - -

19 (Whereupon, the court reporter  
20 read back the question as requested.)

21 - - -

22 MR. BOSWORTH: I'm not going to  
23 tell her not to answer. I just want it on  
24 the record that the implication would be

1           that Kline & Specter wouldn't pay their  
2           employees for working, but go ahead.

3                           **THE WITNESS: I can't say I**  
4           **thought of it that way. I just assumed we**  
5           **were going to make --**

6                           MR. VAN DER VEEN: Well, was it in  
7           the contract? Does she have a contractual  
8           obligation?

9                           MR. PODRAZA: Excuse me, counsel.  
10          She can answer. And you don't need to  
11          coach.

12                          MR. VAN DER VEEN: Okay.

13 BY MR. PODRAZA:

14          Q. Maybe this would help. Does it make you  
15          feel --

16                          MR. VAN DER VEEN: I'm just going  
17          to object as to the question. Your  
18          question is making it seem like she has  
19          some obligation to pay their employees if  
20          they weren't successful on her case is  
21          just wrong.

22                          MR. BOSWORTH: I will also add  
23          that I think it's harassing to suggest  
24          that a client should feel good that the

1 law firm she hires is complying with  
2 federal law by paying people.

3 There is no indentured servitude  
4 anymore. They are required to pay their  
5 employees. So your question is not only  
6 inappropriate, it's harassing.

7 BY MR. PODRAZA:

8 Q. Ma'am, did you understand that -- well,  
9 let me step back. There were experts involved in  
10 your case, correct?

11 A. Yes.

12 Q. Approximately how many experts?

13 A. That testified, not sure. I would say  
14 four.

15 Q. Okay.

16 A. Maybe more.

17 Q. And was it your understanding that they  
18 charged for their services?

19 A. Yes.

20 MR. VAN DER VEEN: Well, that's  
21 the costs.

22 BY MR. VAN DER VEEN:

23 Q. And that they charged for their services  
24 prior to -- for their activities that they did

1 before trial, correct?

2 **A. Yes.**

3 Q. All right. As you are sitting here today,  
4 did it make you feel -- do you feel good knowing  
5 that those costs and expenses were being fronted  
6 and paid by Kline & Specter so that they would  
7 perform those services for you?

8 **A. Honestly, I didn't give it a second**  
9 **thought.**

10 Q. Okay. Now, you talk about no contact with  
11 either Tom Kline or Shanin Specter. Do you  
12 remember your testimony here earlier today?

13 **A. Yes.**

14 Q. And you state from the fall -- and I  
15 believe this is in your affidavit. You can  
16 correct me if I'm wrong -- but from the fall of  
17 2017 to September 2022 when your case tried, I  
18 believe you say you did not speak with Mr. Kline  
19 or Mr. Specter; is that correct?

20 **A. Yes.**

21 Q. All right. But during that period, you  
22 did speak with Mr. Bosworth, correct?

23 **A. Yes.**

24 Q. All right. And we have already



1 established in the fall of 2017 Mr. Bosworth was a  
2 first-year associate at the firm, correct?

3 **A. Yes.**

4 Q. Now, as a first year associate, you knew  
5 he had limited experience, did you not?

6 **A. Well, I didn't know that at the time.**

7 Q. Because Mr. Bosworth did not tell you that  
8 he was a first-year associate at the time?

9 MR. BOSWORTH: I'm going to  
10 object. Calls for privilege. So she is  
11 not going to answer that question.

12 MR. PODRAZA: Again, please mark.

13 - - -

14 (Whereupon, the question was  
15 marked for identification.)

16 - - -

17 BY MR. PODRAZA:

18 Q. Ma'am, if I understand, you do know now  
19 that Mr. Bosworth was a first-year associate at  
20 the time you first met with him in the fall of  
21 2017; is that correct?

22 **A. Yes.**

23 Q. Okay. And knowing that now, would you  
24 agree with me that as a first-year associate with

1 no other law firm experience, that tends to mean  
2 his experience is limited?

3 **A. Yes.**

4 Q. All right. And could we agree that you do  
5 not know how often Mr. Kline or Mr. Specter spoke  
6 out of your preference with Mr. Bosworth about  
7 your case, correct?

8 **A. Correct.**

9 Q. And you don't know what Mr. Kline or  
10 Mr. Specter said to Mr. Bosworth out of your  
11 presence and the strategy and the like, relating  
12 to the prosecution of your case, right?

13 **A. Right.**

14 Q. And you don't know, because you weren't  
15 present for those conversations, correct?

16 **A. No.**

17 Q. So from fall of 2017 to your trial in  
18 September of 2022, were you dissatisfied with the  
19 representation by Kline & Specter lawyer,  
20 Mr. Bosworth?

21 **A. No.**

22 Q. If you had been dissatisfied with the  
23 representation by Kline & Specter lawyer,  
24 Mr. Bosworth, you strike me as the type of person

1 who would have spoken up and told Mr. Kline or  
2 Mr. Specter about your dissatisfaction, correct?

3 MR. VAN DER VEEN: Objection.

4 Speculation.

5 THE WITNESS: I can't -- I can't  
6 really answer that. I don't know.

7 BY MR. PODRAZA:

8 Q. You don't know that if you --

9 A. I don't think I would have contacted them,  
10 no. I'm a little bit of a chicken.

11 Q. Would you have contacted anybody to say,  
12 I'm not happy with Mr. Bosworth's representation,  
13 if, in fact, you were dissatisfied?

14 MR. VAN DER VEEN: Objection.

15 It's speculation. It's an improper  
16 question.

17 THE WITNESS: I was happy, so no.

18 BY MR. PODRAZA:

19 Q. And if you had been unhappy, what would  
20 you have done?

21 MR. VAN DER VEEN: Objection.

22 Speculative. A poor hypothetical.

23 THE WITNESS: I honestly don't  
24 know.

1 BY MR. PODRAZA:

2 Q. You don't honestly know, even though this  
3 case is important to you?

4 MR. VAN DER VEEN: Now, that's  
5 argumentative.

6 BY MR. PODRAZA:

7 Q. You would have sat and done nothing. Is  
8 that your testimony?

9 MR. VAN DER VEEN: Mr. Podraza,  
10 you can't argue with the witness like  
11 that. She has already answered that  
12 question three times.

13 THE WITNESS: I don't know. No.  
14 The entire process is intimidating. And  
15 you don't know what's going on. And  
16 you're just home sick, seeing doctors  
17 every five minutes.

18 And I was happy with them. So I  
19 don't know what I would have done.

20 BY MR. PODRAZA:

21 Q. Can we agree that the case was important  
22 to you?

23 A. Yes.

24 Q. Very important to you?

1           **A. Yes.**

2           Q. How important to? Describe how.

3           **A. I was not going to be able to ever work**  
4 **again. And at the time I was in my earlier 50s.**  
5 **So it was important. It's my life. And nobody**  
6 **else was going to take care of that, but me. And**  
7 **you know, and the hope that this worked out well.**

8           Q. Sure. I can understand that. Did it ever  
9 cross your mind that the reason you didn't speak  
10 with Mr. Kline or Mr. Specter before trial was  
11 because both Mr. Kline and Mr. Specter were  
12 satisfied that you were receiving representation,  
13 which met their standards?

14           **A. Did it occur to me? Is that what you**  
15 **said?**

16           Q. Yes.

17           **A. Honestly, I didn't give it any thought, so**  
18 **no.**

19           Q. All right. Did it cross your mind that  
20 perhaps the reason that Mr. Kline and Mr. Specter  
21 did not speak directly with you was because you  
22 were receiving good representation by their  
23 lawyer?

24           **A. No.**

1 Q. All right. Now, and because you were  
2 receiving good representation by your lawyer --  
3 well, you say you were receiving good  
4 representation by your lawyer. That was your  
5 impression, correct?

6 **A. Yes.**

7 Q. All right. And did it ever cross your  
8 mind then that there was no really need for  
9 Mr. Kline or Mr. Specter to speak with you?

10 **A. No, it did not cross my mind.**

11 Q. Now, why don't we focus a little bit on  
12 post-trial. You know the period I'm talking about  
13 now?

14 **A. Uh-huh.**

15 Q. Okay. I think you talked today about  
16 meeting with Mr. Specter on October 18th, 2022 at  
17 the offices of Kline & Specter; is that correct?

18 **A. Yes.**

19 Q. Okay. And you can consult, please, your  
20 affidavit. You are more than welcome to. Now, I  
21 just want to confirm that in addition to  
22 Mr. Specter, both Mr. Bosworth, Mr. DeAngelo, were  
23 present, correct?

24 **A. Yes.**

1 Q. And another lawyer, Chip Becker, was  
2 present; is that correct?

3 **A. Yes.**

4 Q. So whatever Mr. Specter had to say to you,  
5 he did it right in front of Mr. Bosworth,  
6 Mr. DeAngelo, and Mr. Becker, right?

7 **A. Yes. But he didn't tell them that he had  
8 called me and asked me to come in.**

9 Q. Well, that's not my question. Whatever he  
10 said to you, he said in front of Mr. Bosworth,  
11 Mr. DeAngelo, and Mr. Becker?

12 **A. Yes.**

13 Q. Is that correct?

14 **A. You are right, yes.**

15 Q. All right. I mean at that meeting we are  
16 talking about on October 18th, Mr. Specter didn't  
17 pull you aside or take you out of the preference  
18 of them to speak with you separately, correct?

19 **A. He did not.**

20 Q. Now, I believe you said that at that  
21 meeting, Mr. Specter, quote, offered to hook you  
22 up with his guy for money; is that correct?

23 **A. He said he knew someone that could help  
24 me. If I -- yes. For money.**

1 Q. For money. And I believe, if you would  
2 like, I think it's Paragraph-28 of your affidavit.

3 **A. Thank you.**

4 Q. Did you see that there? I believe it's  
5 like, quote, offered to hook you up with his guy?

6 **A. Yes.**

7 Q. For money, correct?

8 **A. If I wanted to borrow money, yes.**

9 Q. Okay. And I don't mean to get personal.  
10 So I don't mean to. But at that time was making  
11 ends meet a little difficult?

12 **A. Sure.**

13 Q. Okay. Like paying medical bills and  
14 everything else that was a burden?

15 **A. Well, I had social security or disability.**

16 Q. Okay.

17 **A. So the medical bills were mostly taken  
18 care of. But expenses, yes, and everyday  
19 expenses.**

20 Q. Would it be fair to say it was lean during  
21 that period?

22 **A. Yes.**

23 MR. VAN DER VEEN: The same as the  
24 last five years.



1 BY MR. PODRAZA:

2 Q. And you weren't then employed; is that  
3 correct?

4 A. When?

5 Q. When you are meeting at this October 18th,  
6 2022?

7 A. No.

8 Q. I believe you said your last employment  
9 was in January of 2017?

10 A. Yes.

11 Q. Okay. So and again, I don't mean to get  
12 personal. But you are not an independently  
13 wealthy person not in need of outside financial  
14 support, correct?

15 A. I am not.

16 Q. Okay. Maybe soon will be?

17 A. I'm hoping.

18 Q. Not now. And I believe you said at that  
19 meeting there was discussions with Chip Becker  
20 that the 19-million dollar verdict would likely be  
21 appealed?

22 A. He explain the appellate -- yes. He  
23 explained the -- oh, God. I'm sorry. I'm  
24 stuttering. Yes.

1 Q. And if appealed, you understood that, that  
2 meant you wouldn't see a dime from the verdict for  
3 some time, correct?

4 A. Yes.

5 Q. Possibly many years, right?

6 A. Two to four.

7 Q. Many years waiting for the payday, that's  
8 a long time to eke out an existence, wouldn't you  
9 agree?

10 A. Yes.

11 Q. Now, having access to a money source could  
12 be helpful while your appeal proceeded, right?

13 A. Sure.

14 Q. And is it possible that at the October  
15 18th meeting, Mr. Specter was concerned about you,  
16 about how you would provide for yourself while the  
17 19-million dollar verdict was on appeal; is it  
18 possible?

19 A. It's possible.

20 Q. And is it possible that out of that  
21 concern, Mr. Specter was making the offer to you,  
22 as you say, quote, to hook you up with his guy for  
23 money; is that possible?

24 A. Yes.

1 Q. By the way, did you take Mr. Specter up on  
2 his offer?

3 **A. I did not.**

4 Q. Okay. But I believe in your affidavit,  
5 you considered Mr. Specter's offer to be, quote,  
6 off-putting, end quote, correct?

7 **A. Yes.**

8 Q. That phrase, off hyphen putting, is in  
9 your affidavit, correct?

10 **A. Yes.**

11 Q. And if you like, take a look at Paragraph-  
12 30.

13 **A. 30?**

14 Q. Please.

15 **A. Sure. This was off-putting, yes.**

16 Q. Now, that's an unusual expression, quote,  
17 off-putting?

18 **A. Uh-huh.**

19 Q. Did you type that expression into your  
20 affidavit?

21 MR. BOSWORTH: I'm going to  
22 object, because you are now trying to get  
23 into privileged information again, because  
24 I already told you that the conversations

1           between Ms. Melendez and her counsel in  
2           the formulation and exchange of  
3           information, regarding this affidavit, are  
4           privileged. You have the affidavit.

5                       MR. PODRAZA: Please mark the  
6           objection. And instruction?

7                       MR. BOSWORTH: Yes.

8                               - - -

9                               (Whereupon, the question was  
10       marked for identification.)

11                               - - -

12       BY MR. PODRAZA:

13           Q. Could you define off-putting for me?

14           **A. Uncomfortable.**

15           Q. Anything else?

16                       MR. VAN DER VEEN: How many  
17           synonyms do you want, Joe? Come on. Move  
18           on to the next question. She knows what  
19           the word means.

20       BY MR. PODRAZA:

21           Q. Anything else?

22           **A. No. It was just made me uneasy.**

23           Q. Okay. Now, did you ever hook up with  
24       another guy for money?

1 MR. BOSWORTH: I'm going to object  
2 to this question. As you know, she has  
3 been represented by me since whatever the  
4 date is that the election letter was  
5 signed.

6 So to the extent she has or has  
7 not received any compensation, that would  
8 be privileged. You would have no right to  
9 know that.

10 BY MR. PODRAZA:

11 Q. And who arranged for someone to provide  
12 money for you while the appeal is winding through?

13 MR. BOSWORTH: I'm going to  
14 object. I think your question presumes  
15 that, that has occurred without any  
16 factual basis.

17 And number-2, to the extent  
18 whether that has occurred, under my  
19 representation, that would be privileged  
20 as well. Next question, please.

21 BY MR. PODRAZA:

22 Q. And who is the guy who you have been  
23 hooked up to for money?

24

1 MR. BOSWORTH: I'm going to  
2 object. You're now -- it's privileged.  
3 And it also presumes that it's happened.

4 BY MR. PODRAZA:

5 Q. Just so I understand, it's perfectly fine  
6 for you to be hooked up by someone else for money,  
7 but, quote, off-putting, end quote, for  
8 Mr. Specter to make such an offer earlier? Is  
9 that your testimony?

10 MR. BOSWORTH: I'm going to note  
11 my objection.

12 MR. VAN DER VEEN: I don't know  
13 why you are arguing with this witness.  
14 This is argumentative.

15 MR. BOSWORTH: It also calls for  
16 potentially privileged information.

17 BY MR. PODRAZA:

18 Q. Were you as off-putted in entering into a  
19 relationship for finances now as you were when  
20 Mr. Specter made that offer earlier?

21 MR. BOSWORTH: I'm going to note  
22 my same objection to privilege. I think  
23 you meant off-put, not off-putted.

24

1 MR. PODRAZA: Probably off-put.

2 Thank you.

3 BY MR. PODRAZA:

4 Q. Were the terms for the money better with  
5 this person, who you are using now, versus the  
6 person Mr. Specter proposed?

7 MR. BOSWORTH: Well, I'm going to  
8 object to the extent you are asking her  
9 about the terms of any financial  
10 arrangements she has entered into  
11 subsequent to her termination of her  
12 attorney/client privilege with Kline &  
13 Specter and on the basis that you are now  
14 living in la la land, given that there  
15 were no terms provided by Mr. Specter.

16 BY MR. PODRAZA:

17 Q. Now, would you be -- would the terms of  
18 the loans that you would be taking out, would that  
19 be something that would be important to you,  
20 knowing them, and evaluating which one is more  
21 beneficial for you?

22 A. Sure.

23 Q. And have you done so?

24 MR. BOSWORTH: Has she --

1 BY MR. PODRAZA:

2 Q. Between the person that Mr. Specter  
3 proposed versus who you are using now?

4 MR. BOSWORTH: Well, I'm going to  
5 object, because you are now calling for  
6 privileged information. Also calling for  
7 a comparison of options when she was  
8 represented by Kline & Specter versus a  
9 totally different law firm, which is  
10 attenuated at best.

11 MR. PODRAZA: You are instructing?

12 MR. BOSWORTH: Yes.

13 MR. PODRAZA: Please mark.

14 BY MR. PODRAZA:

15 Q. Now, I would like to talk about your  
16 appeal. Am I correct, that you believe  
17 Mr. Bosworth should be paid the fees in your case,  
18 and Kline & Specter should receive no fees?

19 **A. They should receive -- yes. I -- they**  
20 **should receive fees.**

21 Q. Okay.

22 **A. They put \$250,000 into my case.**

23 Q. All right. And just to make it a little  
24 easier, as a layperson, maybe you conflate some of



1 it. Expenses are different from fees. Fees is  
2 the 40 percent. Expenses are what came out-of-  
3 pocket to prosecute your case.

4 So am I correct that you believe  
5 Mr. Bosworth should be paid the fees in your case,  
6 and Kline & Specter should receive no fees?

7 **A. No.**

8 Q. What?

9 **A. No.**

10 Q. Correct me then. How am I mistaken?

11 **A. I'm sorry. It's -- I would presume that**  
12 **since they weren't there for part of that, for**  
13 **most of the case, until we want to verdict, that**  
14 **they would get a portion of that.**

15 MR. VAN DER VEEN: Not 80 percent?

16 **THE WITNESS: Definitely not 80.**

17 BY MR. PODRAZA:

18 Q. At Paragraph-49 of your affidavit, you  
19 say, but beyond that, any penny given to Kline &  
20 Specter, would not be fair in my opinion, based on  
21 how Kline & Specter have treated me and my  
22 lawyers.

23 MR. BOSWORTH: What paragraph is  
24 that?

1 MR. VAN DER VEEN: Paragraph-49.

2 BY MR. PODRAZA:

3 Q. Do you see that, ma'am?

4 A. Yes.

5 Q. Are you not saying then that they should  
6 not get fees, and all the fees should go to  
7 Mr. Bosworth?

8 A. I'm saying that they don't deserve more  
9 than whatever the arrangements are with those kind  
10 of things. I don't understand them. So I can't  
11 say.

12 Q. Do you have a sense as to who should  
13 receive more money as between Mr. Bosworth and  
14 Kline & Specter with respect to your fees?

15 A. I would imagine that it would be Tom,  
16 because he took care of my case, and has been  
17 taking care of it since I retained him.

18 Q. And are you aware of how much experience  
19 Mr. Bosworth has in handling appeals?

20 A. I am not.

21 Q. Has he -- has he ever shared with you the  
22 extent of that experience?

23 MR. BOSWORTH: I'm going to  
24 object, because that calls for privilege,

1 so she is not going to answer that. That  
2 would be attorney/client conversations.

3 MR. PODRAZA: Please mark.

4 - - -

5 (Whereupon, the question was  
6 marked for identification.)

7 - - -

8 BY MR. PODRAZA:

9 Q. Are you aware that Mr. Bosworth, your  
10 counsel, has not argued an appeal before the  
11 Pennsylvania Intermediate Appellant Courts?

12 **A. No.**

13 Q. Are you aware Mr. Bosworth has little to  
14 know experience handling appellant matters?

15 **A. No.**

16 Q. Are you aware that the primary issues on  
17 appeal on your case are Mr. Bosworth's conduct  
18 during the trial?

19 MR. BOSWORTH: I'm going to object  
20 as being untrue.

21 **THE WITNESS: No.**

22 BY MR. PODRAZA:

23 Q. Did you receive a copy of the trial  
24 court's opinion, dated October 2, 2023?



1           Quote, the brief filed by plaintiff's  
2 counsel was clearly deficient and hampered The  
3 Court's review of the issues raised in the  
4 defendant's post-trial motions and brief, end  
5 quote? Are you aware of that?

6                       MR. BOSWORTH: Note my same  
7 objection. Same basis. Do not respond.

8 BY MR. PODRAZA:

9       Q. Now, do you agree that the statement by  
10 The Court is not flattering about the work by  
11 Mr. Bosworth?

12                      MR. BOSWORTH: Note the same  
13 objection on the same basis. Please do  
14 not respond.

15 BY MR. PODRAZA:

16       Q. Now, are you aware that also on Page-17 of  
17 the opinion, the trial court described  
18 Mr. Bosworth's response filed on your behalf as,  
19 quote, a rambling response, end quote?

20                      MR. BOSWORTH: I'm going to note  
21 the same objection on the same basis. Do  
22 not respond.

23 BY MR. PODRAZA:

24       Q. Would you agree that the description by

1 The Court is not flattering?

2 MR. BOSWORTH: I'm going to note  
3 the same objection and on the same basis.

4 BY MR. PODRAZA:

5 Q. Are you aware that on Page-18 of the  
6 opinion, that trial Court stated about the brief  
7 Mr. Bosworth filed on your behalf, quote, the few  
8 issues discussed in the plaintiff's brief are  
9 usually done in a superficial, almost carefree  
10 manner, and usually lacked citations to the record  
11 and/or to case or other legal authority.

12 MR. BOSWORTH: Note my same  
13 objection on the same basis. Do not  
14 respond.

15 BY MR. PODRAZA:

16 Q. Would you agree that those statements by  
17 The Court are not flattering?

18 MR. BOSWORTH: Same objection.  
19 Same basis. Do not respond.

20 BY MR. PODRAZA:

21 Q. And do you recall that on Page-19 of the  
22 opinion by the trial Court, The Court stated,  
23 quote, the failure of plaintiff's counsel to  
24 address the majority of the issues raised in the

1 defendant's post-trial motions and brief was a  
2 clear violation of The Court's briefing order and  
3 severely hampered The Court's resolution of those  
4 issues?

5 MR. BOSWORTH: Please note my same  
6 objection on the same basis. Do not  
7 respond.

8 BY MR. PODRAZA:

9 Q. Would you agree that those statements by  
10 The Court are not flattering?

11 MR. BOSWORTH: Same objection.  
12 Same basis. Don't respond.

13 BY MR. PODRAZA:

14 Q. Taking those sentiments into account now,  
15 do you still believe that Mr. Bosworth is entitled  
16 to more fees than Kline & Specter?

17 **A. Yes.**

18 Q. Do you still believe that Mr. Bosworth  
19 should receive the full 40 percent of the fees per  
20 the retainer you entered into and after you fired  
21 Kline & Specter?

22 MR. VAN DER VEEN: Objection.  
23 That wasn't her testimony to you five  
24 minutes ago. That mischaracterizes her

1 testimony.

2 BY MR. PODRAZA:

3 Q. Do you believe that?

4 MR. VAN DER VEEN: She has already  
5 answered that, Joe.

6 BY MR. PODRAZA:

7 Q. You can answer.

8 **A. Ask me again, please.**

9 MR. PODRAZA: Please read back.

10 - - -

11 (Whereupon, the court reporter  
12 read back the question as requested.)

13 - - -

14 **THE WITNESS: No. Because I'm**  
15 **presuming that he has to give money to**  
16 **Kline & Specter.**

17 BY MR. PODRAZA:

18 Q. And given the statements that I just read  
19 to you, would you consider that exemplary legal  
20 representation on your behalf?

21 MR. BOSWORTH: I'm going to object  
22 on privileged grounds, because -- go ahead  
23 and answer. Tell him. Go ahead.

24



1                   **THE WITNESS:** Well, I mean what  
2                   you were just reading to me was not  
3                   flattering. But the question again was?

4                   MR. PODRAZA: Could you read it  
5                   back, please?

6   - - -

7   (Whereupon, the court reporter  
8 read back the question as requested.)

9   - - -

10                   **THE WITNESS:** It's just silly to  
11                   me, because I did get good representation.

12 BY MR. PODRAZA:

13           Q. Could you answer the question as posed?

14                   MR. BOSWORTH: She did.

15                   MR. VAN DER VEEN: She just did.

16                   Next question. Now I'm going to  
17                   objection. You can't -- just because you  
18                   don't like her answer, you can't badger  
19                   her and harass her.

20   She told you she got good  
21                   representation. You've got to move on to  
22                   another question.

23 BY MR. PODRAZA:

24           Q. The description by The Court of the

1 quality of the representation that you have  
2 received that I have read to you, would you  
3 consider that exemplary legal representation on  
4 your behalf?

5 **A. No.**

6 Q. Now, let's talk about when and how you  
7 learned about Mr. Bosworth's firing.

8 **A. Yes.**

9 Q. You know the time period now? We are in  
10 the November --

11 **A. Yes.**

12 Q. -- 2022 period. I believe you said that  
13 on November 18th, 2022 Mr. Specter called you to  
14 say that Mr. Bosworth was fired by the firm; is  
15 that correct?

16 **A. Yes.**

17 Q. Okay. Now, I believe you also said that  
18 Mr. Specter said nothing about why Mr. Bosworth  
19 was fired, correct?

20 **A. He didn't tell me, yes.**

21 Q. Okay. Didn't you want to know why he was  
22 fired?

23 **A. I did. I didn't have the guts to ask.**

24 Q. Okay. Did you know that leading up to his

1 firing, that Mr. Bosworth was not doing his work  
2 for firm clients?

3 **A. No.**

4 MR. VAN DER VEEN: Objection. Not  
5 true.

6 BY MR. PODRAZA:

7 Q. Did you know that Mr. Bosworth was abusive  
8 to co-workers?

9 **A. Say again. I'm sorry.**

10 Q. Did you know that Mr. Bosworth was abusive  
11 to co-workers?

12 **A. No.**

13 MR. VAN DER VEEN: Objection. Not  
14 true.

15 BY MR. PODRAZA:

16 Q. Did you know he was abusive to opposing  
17 counsel?

18 **A. No.**

19 MR. VAN DER VEEN: Objection. Not  
20 true.

21 BY MR. PODRAZA:

22 Q. Did you know that he was demeaning to a  
23 female lawyer, just because she was female? Did  
24 you know that?

1           **A. No.**

2                           MR. VAN DER VEEN: Objection. Not  
3                           true.

4 BY MR. PODRAZA:

5           Q. Okay. Did you know sanctions were being  
6 sought against him for his abusive behavior in  
7 another case?

8                           MR. VAN DER VEEN: At what time?

9 BY MR. PODRAZA:

10          Q. Did you know that?

11                          MR. BOSWORTH: At what time?

12                          MR. VAN DER VEEN: At what time?

13 BY MR. PODRAZA:

14          Q. Did you know that sanctions were being --

15           **A. No.**

16          Q. -- sought against him for his abusive  
17 behavior in another case?

18                          MR. VAN DER VEEN: Other than just  
19 reading the question, I'm asking you what  
20 time it is your --

21                          MR. PODRAZA: Counsel, you can  
22 reserve your objections as we have agreed.

23 BY MR. PODRAZA:

24          Q. Did you know that, that there was a

1 pursuit of sanctions?

2 **A. No.**

3 Q. Did you know he wanted to be treated  
4 special from the other attorneys at the firm?

5 **A. No.**

6 Q. Did you know he wanted a compensation deal  
7 that no other lawyer at the firm had?

8 **A. No.**

9 Q. Did you know that when he was told no by  
10 Tom Kline and Shanin Specter, his job performance  
11 suffered?

12 **A. No.**

13 MR. VAN DER VEEN: Continuing  
14 objection.

15 BY MR. PODRAZA:

16 Q. Now, let's move on to talk to you about  
17 the events surrounding Mr. Specter's e-mail, dated  
18 November 20th.

19 **A. Okay.**

20 Q. This is after that phone call on November  
21 18th?

22 **THE WITNESS: I really have to go**  
23 **to the bathroom. Do you mind?**

24

1 MR. PODRAZA: Of course. All you  
2 have to do is say.

3 **THE WITNESS: I'm sorry.**

4 MR. PODRAZA: No, no, no. Take  
5 your time.

6 - - -

7 (Whereupon, a short break was  
8 taken.)

9 - - -

10 BY MR. PODRAZA:

11 Q. I don't think we have a heck of a lot  
12 more?

13 **A. I'm ready.**

14 Q. As I said, let's talk a little bit about  
15 the events surrounding Mr. Specter's e-mail, dated  
16 November 20, 2022. I believe --

17 **A. Can I have the e-mail, please?**

18 Q. That is Exhibit-3. Okay. All right. So  
19 we have already established you received the  
20 November 20 e-mail from Mr. Specter; is that  
21 correct?

22 **A. Yes.**

23 Q. Okay. And that's the Melendez-3 that was  
24 marked here today?

1           **A. Yes.**

2           Q. All right. Just so we have the timeline  
3 correct, on November 18th, 2022, Mr. Specter  
4 called you to tell you Mr. Bosworth had been  
5 fired, correct?

6           **A. Yes.**

7           Q. And also on November 18th, you spoke with  
8 Mr. Bosworth and asked him if he could represent  
9 you, right?

10          **A. Yes.**

11          Q. And that's in Paragraph-33 of your  
12 affidavit if you wanted to check. So all of that  
13 happened on November 18th. And that's when you  
14 learned Mr. Bosworth could, correct?

15          **A. Yes.**

16          Q. All right. And is it fair to say that on  
17 November 18th, you knew you had to choose between  
18 Kline & Specter or Mr. Bosworth for representation  
19 in your case?

20                                   MR. BOSWORTH: Or somebody else.

21                                   **THE WITNESS: Yes.**

22 BY MR. PODRAZA:

23          Q. And you certainly knew that on November  
24 18th, that both Kline & Specter and Mr. Bosworth

1 could not continue to represent you because  
2 Mr. Bosworth was fired by the firm, correct?

3 **A. Yes.**

4 Q. All right. Did you speak with  
5 Mr. Bosworth before or after speaking with  
6 Mr. Specter on November 18th?

7 **A. After.**

8 Q. Okay. Now, before November 18th, 2022 --  
9 this is before the call with Mr. Specter and  
10 Mr. Bosworth on the 18th -- isn't it a fact  
11 Mr. Bosworth had already indicated to you he would  
12 be leaving Kline & Specter at some point --

13 **A. No.**

14 Q. -- and wanted to know if you would select  
15 him as your counsel if he went?

16 **A. No.**

17 Q. Had you had any discussions or involvement  
18 with Mr. Bosworth prior to November 18th, about  
19 his future plans outside of Kline & Specter?

20 **A. No.**

21 Q. Now, on November 20 at 4:21 p.m., I  
22 believe we established your e-mail, that's the  
23 time for it was sent to Mr. Specter, correct?

24 **A. Yes.**



1 Q. And your e-mail says, quote, Deer  
2 Mr. Specter, please be informed, that with this  
3 e-mail, I am terminating my attorney/client  
4 relationship with Kline & Specter, sincerely,  
5 Diana Melendez, correct?

6 **A. Correct.**

7 Q. Okay. And can we agree then effective  
8 4:21 on November 20, you fire Kline & Specter?

9 **A. Yes.**

10 Q. And you knew when you sent the 4:21 p.m.  
11 e-mail on November 20 to Mr. Specter, Mr. Bosworth  
12 would replace Kline & Specter as your attorney,  
13 correct?

14 **A. Yes.**

15 Q. In fact, on November 20, you signed a  
16 retainer agreement with Mr. Bosworth, correct?

17 **A. Yes.**

18 Q. And you signed the Bosworth retainer  
19 before you sent the 4:21 p.m. e-mail to  
20 Mr. Specter, correct?

21 **A. I don't believe so.**

22 Q. When did you sign the agreement with  
23 Mr. Bosworth?

24 **A. I think it was that evening.**

1 Q. Okay. Now, continuing the timeline,  
2 Mr. Specter's e-mail response was sent to you at  
3 4:53 p.m. on November 20; is that correct?

4 A. Yes.

5 Q. All right. And Mr. Specter's response was  
6 sent 32 minutes after your 4:21 p.m. e-mail,  
7 right?

8 A. Yes.

9 Q. Now, before you e-mailed Mr. Specter on  
10 November 20, you had not said to Mr. Specter at  
11 any time you were considering firing Kline &  
12 Specter, correct?

13 A. Correct.

14 Q. All right. So the first indication to  
15 Kline & Specter that you were firing them or  
16 considering firing them was that e-mail that you  
17 sent on November 20, correct?

18 A. Yes.

19 Q. So but on November 18th, two days earlier,  
20 according to your affidavit, Mr. Bosworth told  
21 you, he would represent you if you fired Kline &  
22 Specter, correct?

23 MR. BOSWORTH: I'm going to  
24 object.

1                   THE WITNESS: Oh, wait. I'm  
2                   sorry. I messed up. Can you give me the  
3                   question before that? I misunderstood  
4                   you. I apologize.

5                   MR. VAN DER VEEN: I don't  
6                   understand your question.

7                   MR. BOSWORTH: I don't either.

8                   THE WITNESS: I didn't know  
9                   anything about who to retain or that I had  
10                  to pick at that moment when he got fired.  
11                  I did not understand any of that. I was  
12                  just kind of blown away.

13 BY MR. PODRAZA:

14                  Q. Okay. And I understand that. But you  
15                  then speak with Mr. Bosworth, who says that he can  
16                  represent you, correct? And that's November 18th,  
17                  correct?

18                  MR. BOSWORTH: What paragraph are  
19                  you referring to? I think you are talking  
20                  about -- you referenced her affidavit.

21                  MR. PODRAZA: If you give me a  
22                  moment here. That's Paragraph-33.

23 BY MR. PODRAZA:

24                  Q. On November 18th, you spoke with

1 Mr. Bosworth, and asked him if he could represent  
2 you, right?

3 **A. Yes.**

4 Q. And he could, correct?

5 **A. Yes.**

6 MR. BOSWORTH: I just want to  
7 note -- never mind. Go ahead.

8 BY MR. PODRAZA:

9 Q. And then on November 20 at 4:21 p.m., you  
10 fire Kline & Specter, correct?

11 **A. Yes.**

12 Q. Well, you weren't going to hire Kline &  
13 Specter after you fired them, right?

14 **A. Right.**

15 Q. Yes. So is it fair to say then that you  
16 intended to hire Mr. Bosworth as your counsel to  
17 replace Kline & Specter?

18 **A. Yes.**

19 Q. And you knew that at the time you were  
20 firing Kline & Specter at 4:21 p.m. on November  
21 20, right?

22 **A. Yes. I made my decision, yes.**

23 Q. And before you even sent that e-mail at  
24 4:21 p.m. on November 20, you had decided, I'm

1 going to go with Mr. Bosworth, and I'm going to  
2 fire Kline & Specter, correct?

3 **A. Yes.**

4 Q. All right. And how soon after your  
5 conversation with Mr. Bosworth on November 18th  
6 did you make that decision, that I'm going to go  
7 with Mr. Bosworth, and I'm going to fire Kline &  
8 Specter?

9 **A. I don't remember.**

10 Q. Would it be fair to say that it was soon  
11 after your conversation with Mr. Bosworth?

12 **A. Probably. You know what, it was probably  
13 a couple of days.**

14 Q. All right. So it was before though the  
15 4:21 p.m. e-mail that you sent to Kline & Specter,  
16 you had decided you were going to hire  
17 Mr. Bosworth to replace Kline & Specter, correct?

18 **A. Yes.**

19 Q. Now, continuing the timeline,  
20 Mr. Specter's e-mail response was sent to you at  
21 4:53 p.m. We already talked about that, correct?

22 **A. Yes.**

23 Q. And that's 32 minutes after you had sent  
24 the e-mail, firing Kline & Specter, right?

1 MR. BOSWORTH: I think you said  
2 this like eight times. Keep doing it if  
3 you want.

4 MR. VAN DER VEEN: That was a  
5 bunch.

6 BY MR. PODRAZA:

7 Q. Now, the two days before you e-mailed  
8 Mr. Specter on November 20, firing Kline &  
9 Specter, you never once contacted anyone at Kline  
10 & Specter to speak with them about Mr. Bosworth's  
11 representation, did you?

12 A. No.

13 Q. Now, before Mr. Specter's November 20  
14 e-mail, you did not know, one, Mr. Bosworth had an  
15 employment agreement with Kline & Specter,  
16 correct?

17 MR. BOSWORTH: I'm going to object  
18 because this calls for attorney/client  
19 privileged information about any  
20 conversation that I had had with  
21 Ms. Melendez during my representation of  
22 her about the existence or lack thereof of  
23 a contract, what that contract meant, et  
24 cetera, et cetera. So I'm instructing

1 her.

2 MR. PODRAZA: Please mark that.

3 - - -

4 (Whereupon, the question was  
5 marked for identification.)

6 - - -

7 MR. VAN DER VEEN: I think the  
8 question has to just preface with other  
9 than conversations with your lawyer, and  
10 then ask the question, and then there is  
11 no objection.

12 MR. PODRAZA: Now, before  
13 Mr. Specter's -- and please mark that  
14 question.

15 BY MR. PODRAZA:

16 Q. Before Mr. Specter's November 20 e-mail,  
17 did you have any awareness at all that  
18 Mr. Bosworth had an employment agreement with  
19 Kline & Specter?

20 MR. BOSWORTH: Well, I'm going to  
21 object on the same exact basis, because  
22 you are necessarily asking her to  
23 disclosed attorney/client privileged  
24 information, because, of course, any

1           conversations I had with my client during  
2           that time period about the contract or  
3           anything else having to do with  
4           representation are privileged. And you  
5           know that.

6                       MR. VAN DER VEEN: Joe, why don't  
7           you just ask --

8 BY MR. PODRAZA:

9           Q. Before Mr. Specter provided you with a  
10          copy of Mr. Bosworth's employment agreement, was  
11          that the first time that you had learned of an  
12          employment agreement between Kline & Specter and  
13          Mr. Bosworth?

14                     MR. BOSWORTH: Same objection,  
15          same basis. Don't respond.

16                     MR. PODRAZA: Please mark.

17                     - - -

18                     (Whereupon, the question was  
19          marked for identification.)

20                     - - -

21 BY MR. PODRAZA:

22          Q. Before Mr. Specter's November 20 e-mail,  
23          you did not know what the employment agreement  
24          contained between Mr. Bosworth and Kline &



1 Specter, correct?

2 MR. BOSWORTH: I'm going to object  
3 on the same basis. It's privileged. You  
4 are intentionally trying to get into  
5 privileged conversations.

6 MR. PODRAZA: Please mark again.

7 - - -

8 (Whereupon, the question was  
9 marked for identification.)

10 - - -

11 BY MR. PODRAZA:

12 Q. Before Mr. Specter's November 20 e-mail,  
13 you did not know how the employment agreement  
14 might impact you financially, correct?

15 MR. BOSWORTH: Same objection,  
16 same basis. Do not respond.

17 MR. PODRAZA: Please mark.

18 - - -

19 (Whereupon, the question was  
20 marked for identification.)

21 - - -

22 BY MR. PODRAZA:

23 Q. Also before Mr. Specter's November 20  
24 e-mail, you didn't possess an actual copy of the

1 employment agreement so you could read it  
2 yourself, correct?

3 MR. BOSWORTH: I'm going to  
4 object. Same basis, same instruction.

5 BY MR. PODRAZA:

6 Q. Now, if you could put before yourself,  
7 please, Mr. Specter's November 20 e-mail.

8 A. Okay.

9 MR. PODRAZA: And that, we are  
10 going to mark as Melendez-7.

11 - - -

12 (Whereupon, Melendez-7 was marked  
13 for identification.)

14 - - -

15 BY MR. PODRAZA:

16 Q. Okay. So you have before you what has  
17 been marked as Melendez-3 and Melendez-7; is that  
18 correct?

19 A. Yes.

20 Q. And Melendez-3 is an e-mail of November  
21 20th, 2022 by Mr. Specter to you; is that correct?

22 A. Yes.

23 Q. And then what has been marked as  
24 Melendez-7 is the employment agreement between

1 Kline & Specter and Mr. Bosworth; is that correct?

2 **A. Yes.**

3 Q. All right. And for the record, the  
4 agreement that has been marked as Melendez-7, is  
5 this the same agreement or same copy that was sent  
6 to you along with Mr. Specter's e-mail?

7 **A. I'm not sure.**

8 Q. Well, take a moment to take a look at it.

9 MR. BOSWORTH: I think she is  
10 looking at it.

11 THE WITNESS: I am looking at it.  
12 I'm really not sure I do remember seeing  
13 Tom's signature. But I wish I could see  
14 my e-mail. I mean the part of the e-mail  
15 that was the attachment.

16 BY MR. PODRAZA:

17 Q. I'll represent to you --

18 **A. I can't say 100 percent.**

19 Q. Okay. And I'll represent to you that the  
20 agreement here would be the attachment that  
21 accompanied the e-mail by Mr. Specter. And if I'm  
22 incorrect, I'll be responsible for that  
23 inaccuracy, okay?

24 **A. Got it.**

1 Q. Now, looking at Mr. Specter's e-mail, he  
2 says you have apparently decided to go with  
3 Mr. Bosworth, though your e-mail does not say. So  
4 have I read that accurately?

5 A. Yes.

6 Q. And in fact, at that point you had decided  
7 to go with Mr. Bosworth, correct?

8 A. Yes.

9 Q. Okay. And it continues. Mr. Bosworth has  
10 a contractual obligation to repay the various  
11 substantial costs on your case if he takes over  
12 your representation; did I read that accurately?

13 A. Yes.

14 Q. All right. And if you go to the  
15 employment agreement, and if you go to Number-8.

16 A. Yes.

17 Q. Would you agree then that what Mr. Specter  
18 said is accurate, that Mr. Bosworth has a  
19 contractual obligation to repay the very  
20 substantial costs in your case if he takes over  
21 your representation?

22 A. Yes.

23 Q. Okay. And then Mr. Specter continues. He  
24 also has an obligation to pay one half of the

1 gross fee on your case to Kline & Specter if it is  
2 successful; do you see that language?

3 **A. Yes.**

4 Q. And have I read that accurately?

5 **A. Yes.**

6 Q. And if you go to Clause-7, you'll see  
7 about half way through, the language, in the event  
8 there is no referral lawyer, and in your case,  
9 there was no referral lawyer, correct?

10 **A. No referral lawyer? Meaning someone**  
11 **referring the practice to me?**

12 Q. Yes. Exactly. Referring your case,  
13 another lawyer referring the case to Kline &  
14 Specter?

15 **A. No.**

16 Q. Right. It says in the event of no  
17 referral lawyer, I will pay to the firm one half  
18 of the gross fee generated in relation to this  
19 file; do you see that language?

20 **A. Yes, yes.**

21 Q. So the representation by Mr. Specter and  
22 his November 20 e-mail is accurate as per the  
23 agreement at least, the language of the agreement,  
24 correct?

1           **A. Yes.**

2           Q. All right. And if we continue with his  
3 e-mail, he says, Mr. Bosworth -- Mr. Bosworth was  
4 also required by the contract to have explained  
5 all of this to you.

6           **A. Wait a minute.**

7           Q. That's the second page. Do you see that  
8 there?

9           **A. Also required by the contract to have**  
10 **explained all of this to you, yes.**

11          Q. Okay. And if you go back to the agreement  
12 in Paragraph-7, there at the very bottom, lo and  
13 behold, there is language, I will explain this  
14 arrangement to any client before undertaking his,  
15 her, their representation; do you see that?

16          **A. Yes.**

17          Q. All right. So that's accurate by  
18 Mr. Specter; is that correct?

19          **A. Yes.**

20          Q. Did Mr. Bosworth, prior to your signing  
21 your retainer agreement with him, explain to you  
22 everything and his duties owed per this employment  
23 agreement before you signed?

24

1 MR. BOSWORTH: I'm going to object  
2 on the same basis I have been objecting.  
3 You keep asking the same question that  
4 calls for attorney/client privilege. So  
5 please do not respond.

6 MR. PODRAZA: Please mark.

7 - - -

8 (Whereupon, the question was  
9 marked for identification.)

10 - - -

11 MR. VAN DER VEEN: She doesn't  
12 need to actually mark. It's just -- I  
13 don't know why you say that. It will be  
14 in the record, and then you can, you know,  
15 bring it up.

16 BY MR. PODRAZA:

17 Q. So the representations of Mr. Specter's  
18 e-mail of November 20 at 4:53 p.m., can we agree  
19 they are accurate, per the terms and conditions of  
20 the employment agreement between Kline & Specter  
21 and Mr. Bosworth, correct?

22 A. Yes.

23 Q. Okay. Now, I would like to talk a little  
24 bit of this withholding of the file. And --

1 MR. BOSWORTH: I'll just caution  
2 you, you are a fact witness in that before  
3 we proceed.

4 BY MR. PODRAZA:

5 Q. Withholding of the file, you gave  
6 testimony a little bit earlier about the  
7 withholding of the file in your case; is that  
8 correct?

9 A. Yes.

10 Q. I think you called it -- counsel suggested  
11 it, it was hostage -- hostage of the file, et  
12 cetera?

13 A. Yes.

14 Q. Okay.

15 MR. VAN DER VEEN: Actually, she  
16 said that's exactly what it was.

17 BY MR. PODRAZA:

18 Q. Now, in your affidavit --

19 MR. BOSWORTH: That's what The  
20 Judge said.

21 BY MR. PODRAZA:

22 Q. You say Mr. Specter's November 20 e-mail  
23 traumatized you?

24 A. It upset me very badly.



1 Q. Okay. But in your affidavit, it says it  
2 traumatized you, correct?

3 **A. Yes.**

4 Q. Okay. And your affidavit states that you  
5 believe that Mr. Specter's November 20 e-mail was  
6 a threat, quote, to try to get you to hire him,  
7 end quote?

8 **A. Yes.**

9 Q. Okay. And just so we are clear, you had  
10 already fired Kline & Specter before receiving  
11 Mr. Specter's November 20 e-mail, right?

12 **A. Yes, yes.**

13 Q. Already fired?

14 **A. Yes.**

15 Q. And you knew you were never going to be  
16 represented by them, because you fired them,  
17 right?

18 **A. Yes.**

19 Q. Okay. And your affidavit also suggests  
20 Mr. Specter's November 20 e-mail was a threat,  
21 quote, not to give my lawyer my file, end quote,  
22 correct?

23 **A. Yes.**

24 Q. Okay. Now, when you say my lawyer, you

1 mean Mr. Bosworth, right?

2 **A. Yes.**

3 Q. Okay. And so you had already decided to  
4 hire Mr. Bosworth before you sent your November 20  
5 e-mail, firing Kline & Specter, correct?

6 MR. VAN DER VEEN: Asked and  
7 answered.

8 BY MR. PODRAZA:

9 Q. I think we asked that already.

10 **A. Yes.**

11 Q. Okay. Now, we have gone over the  
12 provisions of the employment agreement, relating  
13 to files of clients that depart with Mr. Bosworth,  
14 correct?

15 **A. Yes.**

16 Q. Okay. And we agree that Mr. Bosworth's  
17 employment agreement states, quote, prior to the  
18 file leaving this office, end quote, the file  
19 costs must be repaid by Mr. Bosworth in this case,  
20 correct?

21 **A. I can't find it, but I'm going to assume,**  
22 **yes. What number?**

23 Q. Why don't you take a look at eight.

24

1 MR. BOSWORTH: I think you  
2 actually asked her this already.

3 **THE WITNESS: Yes.**

4 BY MR. PODRAZA:

5 Q. Okay. So Mr. Specter wasn't making this  
6 up, it's stated in the employment agreement,  
7 right?

8 **A. Yes.**

9 Q. All right.

10 MR. VAN DER VEEN: Objection.

11 What he is making up is --

12 BY MR. PODRAZA:

13 Q. Wouldn't you want to do Mr. Bosworth's  
14 financial responsibilities under his employment  
15 agreement with Kline & Specter, regarding your  
16 file?

17 MR. BOSWORTH: What was that, Joe?

18 **THE WITNESS: Please repeat.**

19 BY MR. PODRAZA:

20 Q. Wouldn't you want to know Mr. Bosworth's  
21 financial responsibilities under his employment  
22 agreement with Kline & Specter, regarding your  
23 file? Wouldn't you want to know that?

24 **A. Yes.**

1 Q. I mean, you know, as a case as significant  
2 as yours, it's a 19-million dollar verdict,  
3 wouldn't you want to know if Mr. Bosworth was able  
4 to financially support the case by paying  
5 something as simple as costs on the file.

6 MR. VAN DER VEEN: Objection.

7 Argumentative.

8 **THE WITNESS: I can't answer that.**

9 BY MR. PODRAZA:

10 Q. You wouldn't want to know that he has the  
11 financial resources to --

12 **A. I would want to know that.**

13 Q. Sure.

14 **A. But I also --**

15 MR. PODRAZA: And wouldn't that be  
16 illustrated by his ability to pay costs on  
17 the file?

18 MR. BOSWORTH: Don't -- you were  
19 cutting her off.

20 MR. VAN DER VEEN: Let her finish  
21 her answer.

22 **THE WITNESS: But I also had a lot**  
23 **of things going on at the same time. And**  
24 **I was unsure of everything.**

1 BY MR. PODRAZA:

2 Q. Sure. And I'm just saying, wouldn't one  
3 illustration of his ability to pay the costs on  
4 your files be illustrated to you, his ability to  
5 have financial resources to pay, right?

6 A. Yes.

7 Q. Wouldn't that be important to know?

8 A. Yes.

9 Q. And if Mr. Bosworth couldn't pay those  
10 costs, how could you believe he could pay other  
11 expenses for your appeal, and perhaps even  
12 retrial, correct? I mean, wouldn't you question  
13 that?

14 A. He told me he could.

15 Q. Well, he said it. But if he couldn't, you  
16 wouldn't have doubt --

17 MR. VAN DER VEEN: Objection.

18 Argumentative.

19 BY MR. PODRAZA:

20 Q. -- on whether he could actually handle  
21 your appeal and retrial, correct?

22 MR. VAN DER VEEN: Objection.

23 That's argumentative, Joe. She has  
24 already told you that she believed he did.

1 BY MR. PODRAZA:

2 Q. Is it correct?

3 MR. VAN DER VEEN: It's a  
4 hypothetical. It's improper. It looks  
5 improper. It's asking for speculation.  
6 And really badgering this witness isn't  
7 going to get you anywhere.

8 MR. PODRAZA: I'm sorry, but  
9 that's not the question asked.

10 BY MR. PODRAZA:

11 Q. If Mr. Bosworth can't pay the costs, how  
12 could you believe he could pay other expenses for  
13 your appeal and perhaps retrial?

14 MR. VAN DER VEEN: Objection.

15 **THE WITNESS: I wouldn't know**  
16 **that.**

17 MR. VAN DER VEEN: Hang on.

18 BY MR. PODRAZA:

19 Q. And while your affidavit says you  
20 suffered, quote, extreme emotional distress,  
21 confusion, fear, and anxiety?

22 **A. Yes.**

23 Q. End quote. Over Mr. Bosworth's  
24 requirement to pay costs before receiving the

1 client file --

2 MR. BOSWORTH: I don't think  
3 that's what the affidavit says.

4 **THE WITNESS: That's not what it**  
5 **-- no.**

6 BY MR. PODRAZA:

7 Q. Well, if you go to Paragraph-41.

8 MR. BOSWORTH: I think you just  
9 intentionally misstated a sworn statement,  
10 because I don't think what you said is  
11 what Paragraph-41 says.

12 **THE WITNESS: No. I thought it**  
13 **was --**

14 MR. BOSWORTH: Yes. He -- hold  
15 on. Let him read from the actual  
16 document, not what he falsely stated it  
17 says. 41, I'm handing the witness.

18 MR. VAN DER VEEN: He is reading  
19 somebody else's question.

20 MR. BOSWORTH: I know. Not the  
21 affidavit.

22 BY MR. PODRAZA:

23 Q. The affidavit says you suffered, quote,  
24 extreme emotional distress, confusion, fear,

1 anxiety, end quote. Do you see that there, ma'am?  
2 This e-mail from Specter caused me extreme  
3 emotional distress, confusion, fear, and anxiety?

4 **A. Yes.**

5 Q. Did I not read that right?

6 **A. You did. And it did.**

7 Q. Okay. I just wanted to make sure it's  
8 there, so we can correct the record.

9 **A. But it wasn't over whether or not he could**  
10 **pay for it.**

11 MR. VAN DER VEEN: Don't  
12 interrupt.

13 MR. PODRAZA: Wait for my  
14 question.

15 MR. VAN DER VEEN: Joe, stop  
16 interrupting the witness and talking over  
17 her. Please, ma'am, continue.

18 **THE WITNESS: My anxiety and**  
19 **trauma had nothing to do with whether or**  
20 **not he could pay the fees or costs of**  
21 **continuing on my case or past.**

22 BY MR. PODRAZA:

23 Q. Okay. And while you say you suffered  
24 extreme emotional distress, confusion, fear, and



1 anxiety, Paragraph-41 of your affidavit, you still  
2 went ahead and hired him, correct? You hired  
3 Mr. Bosworth, right?

4 MR. VAN DER VEEN: Objection.

5 It's --

6 **THE WITNESS: I did.**

7 MR. VAN DER VEEN: You are -- wait  
8 a minute.

9 BY MR. PODRAZA:

10 Q. So despite the situation, despite your  
11 concerns over whether Mr. Specter was holding the  
12 file back, et cetera, you still went forth and  
13 hired Mr. Bosworth, correct?

14 **A. I believed in him.**

15 Q. All right. So there was no impediment by  
16 anything that was done by Mr. Specter to keep you  
17 from hiring Mr. Bosworth, correct? Well, there  
18 couldn't have been. You did it, right?

19 MR. VAN DER VEEN: Well, the  
20 attempt --

21 BY MR. PODRAZA:

22 Q. You did it, didn't you?

23 **A. I was going to say, I mean the insinuation**  
24 **was there. I felt that way. But yes. I did hire**

1 **him, yes.**

2 Q. You didn't refrain from doing so or go to  
3 another lawyer?

4 **A. No.**

5 Q. You hired Mr. Bosworth, right?

6 **A. Yes.**

7 Q. Regardless of any anything --

8 **A. Yes.**

9 Q. -- that may have been in Mr. Specter's  
10 e-mail, correct?

11 **A. Yes.**

12 Q. Okay. Did you actually type the words  
13 extreme emotional distress, confusion, fear, and  
14 anxiety in Paragraph-41 of the affidavit?

15 MR. BOSWORTH: I'm going to  
16 object.

17 Again, I have tried to explain to  
18 you, Mr. Podraza, with all due respect,  
19 that the affidavit you keep asking her  
20 about the communications related to it,  
21 the formulation, and creation of it was a  
22 product of numerous attorney/client  
23 conversations.

24 So I'm instructing her not to

1                   respond.

2   BY MR. PODRAZA:

3           Q.   Well, who did type those words, ma'am?

4                   MR. BOSWORTH:   I'm objecting on  
5                   the same basis.   Please do not respond.

6                   MR. PODRAZA:   And instructing?

7                   MR. BOSWORTH:   Yes.

8                   MR. PODRAZA:   Thank you.   Both  
9                   marked, please.

10   - - -

11   (Whereupon, the question was  
12 marked for identification.)

13   - - -

14   BY MR. PODRAZA:

15           Q.   After you hired Mr. Bosworth -- this is  
16 after you hired him -- are you aware he sent a  
17 letter to the trial judge who presided over your  
18 trial?

19                   MR. BOSWORTH:   I'm going to object  
20                   again to the extent that I sent a  
21                   letter -- and I don't know which letter  
22                   you are referencing, Mr. Podraza -- to the  
23                   extent I sent a letter to The Court after  
24                   Ms. Melendez fired Kline & Specter, and

1 Ms. Melendez learned of that letter, it  
2 necessarily would have come from a  
3 protected attorney/client conversation.

4 So she is not going to answer that  
5 question.

6 MR. PODRAZA: I'm going to show  
7 you a copy of a letter that has been  
8 marked or we are going to mark now as  
9 Melendez-8.

10 - - -

11 (Whereupon, Melendez-8 was marked  
12 for identification.)

13 - - -

14 BY MR. PODRAZA:

15 Q. Take a moment, Ms. Melendez, to review the  
16 letter, and then I just have a few questions  
17 regarding it.

18 MR. BOSWORTH: Wait for his  
19 question.

20 **THE WITNESS: Okay.**

21 BY MR. PODRAZA:

22 Q. Okay. Have you seen this letter before?

23 **A. I have no idea.**

24 Q. So you may have or you may not have, is

1 that --

2 **A. Yes.**

3 Q. Okay. Now, the letter is obviously dated  
4 November 22, 2022, correct?

5 **A. Yes.**

6 Q. That's two days after you hired  
7 Mr. Bosworth, fired Kline & Specter, and received  
8 Mr. Specter's November 20 e-mail, right?

9 **A. Yes.**

10 Q. All right. And can we agree the letter by  
11 Mr. Bosworth, your counsel at that time, expresses  
12 no concerns about obtaining your file from Kline &  
13 Specter, correct?

14 **A. Yes.**

15 Q. All right. The November 22 letter nowhere  
16 raises any questions about access to your file,  
17 correct?

18 **A. Correct.**

19 Q. And now you know Mr. Bosworth pretty  
20 closely, right?

21 **A. Well enough.**

22 Q. You worked pretty closely with him from  
23 September 2017 through your trial --

24 **A. Yes.**

1 Q. -- in September/October 2022, right?

2 **A. Yes.**

3 Q. Okay. Do you think Mr. Bosworth would  
4 have -- would not have mentioned to the trial  
5 judge something about being concerned about  
6 getting your file, if he believed that was really  
7 a problem?

8 MR. VAN DER VEEN: Objection.

9 BY MR. PODRAZA:

10 Q. Based on your experience with him, do you  
11 think that if he truly believed he could not get  
12 access to your file, that he wouldn't have  
13 mentioned in that letter to The Judge?

14 **A. Yes.**

15 Q. You believe he would have kept it out, not  
16 told The Judge about it?

17 **A. I was going to say, I know it might not be  
18 in this letter, but I know he did something like  
19 that.**

20 Q. But if he truly believed -- knowing him,  
21 do you believe that he would have put it in this  
22 letter so that The Court would be aware of it to  
23 act on it?

24 **A. I'm sorry, sir. It's just that I don't**

1 know how many letters he sent them. How do I know  
2 he didn't put that in another letter. I don't  
3 know.

4 Q. Fair enough. Using the November 22nd  
5 letter, as if it was the only one, does it  
6 surprise you that he doesn't mention --

7 **A. If it was the only one, yes.**

8 Q. Okay. Thank you.

9 MR. BOSWORTH: I just want to put  
10 on the record something, that Joe Podraza  
11 was actually the person who was  
12 withholding that file at this time, and  
13 you are the questioning lawyer, and I just  
14 want that on the record, and there is  
15 e-mails to the effect. Thank you.

16 MR. VAN DER VEEN: Mr. Podraza,  
17 you know there were a lot of motions.

18 MR. BOSWORTH: You were the one  
19 doing it, Joe.

20 BY MR. PODRAZA:

21 Q. Excuse me, ma'am?

22 **A. Yes.**

23 Q. Do you know what a retaining lien is?

24 **A. A retaining lien?**

1 Q. A retaining lien, yes.

2 **A. No.**

3 Q. Okay. Do you know that Kline & Specter  
4 risked losing its retaining lead in the filed for  
5 the \$250,000 in costs it paid to prosecute your  
6 case if Kline & Specter simply handed your file  
7 over to Mr. Bosworth; did you know that?

8 **A. No.**

9 MR. VAN DER VEEN: Objection.

10 That's not true.

11 BY MR. PODRAZA:

12 Q. Do you know your file would have been  
13 immediately given to Mr. Bosworth --

14 MR. VAN DER VEEN: Should have  
15 been.

16 BY MR. PODRAZA:

17 Q. By him simply paying the costs owed to  
18 Kline & Specter? Did you know that?

19 MR. VAN DER VEEN: Assumes facts  
20 not in evidence.

21 **THE WITNESS: Yes.**

22 BY MR. PODRAZA:

23 Q. Under his contract, right? It says, if  
24 you pay us, we give you the file, right?



1 MR. VAN DER VEEN: Well, they  
2 breached the contracts in lots of ways  
3 before that, though.

4 BY MR. PODRAZA:

5 Q. Do you understand that, ma'am?

6 A. Yes.

7 Q. Okay. And do you know, Mr. Bosworth, he  
8 had the money to pay the costs from the millions  
9 of dollars the firm had paid him, correct?

10 MR. BOSWORTH: Well, I'm going to  
11 object to the extent --

12 MR. VAN DER VEEN: Wait a minute.  
13 He just told her that he didn't have the  
14 money to pay the costs, and now, you are  
15 saying, he does have money to pay the  
16 costs?

17 THE WITNESS: I didn't know the  
18 finances.

19 MR. VAN DER VEEN: Objection. You  
20 are intentionally confusing the witness.  
21 You had just told the witness he didn't  
22 have the money to do it.

23 Now, you are telling them he did  
24 have the money to do it. Which one is it?

1           You got to tell her which one it is, Joe.

2 BY MR. PODRAZA:

3           Q. Do you know Mr. Bosworth had the money to  
4 pay the costs from the millions of dollars the  
5 firm had paid to him?

6                       MR. VAN DER VEEN: So he did have  
7 the money?

8 BY MR. PODRAZA:

9           Q. So you did not know?

10          **A. I did not know prior to that.**

11                       MR. VAN DER VEEN: Wait a minute.  
12 Why did you try to make her believe then  
13 that he didn't have the money?

14 BY MR. PODRAZA:

15           Q. Do you know that he chose not to pay the  
16 costs, even though he had the finances to pay for  
17 it?

18                       MR. VAN DER VEEN: Joe, you cannot  
19 mislead a witness. You told -- wait, Joe.  
20 I'm trying to make a record here.

21 BY MR. PODRAZA:

22           Q. Do you know that, ma'am?

23                       MR. VAN DER VEEN: Wait, Joe. I'm  
24 trying to make a record here.

1 MR. PODRAZA: I want to move this  
2 along.

3 MR. VAN DER VEEN: Five minutes  
4 ago, you told this witness that he didn't  
5 have the money to pay the costs and tried  
6 to get her to make statements about it.

7 Now, you are telling her that he  
8 did have the money to pay the costs. You  
9 are misleading the witness. Which one is  
10 it?

11 MR. PODRAZA: All right. You can  
12 have your sense of the record and we'll  
13 deal with it.

14 MR. VAN DER VEEN: I'm going to  
15 ask for sanctions.

16 BY MR. PODRAZA:

17 Q. Now, ma'am, did you know that Mr. Bosworth  
18 chose not to pay the costs?

19 A. No.

20 Q. Okay. And is it possible, is it possible  
21 that the emotional distress, the extreme emotional  
22 distress, confusion, fear, and anxiety, that you  
23 mentioned in Paragraph-41, was due to  
24 Mr. Bosworth's refusing to pay the costs, even

1    though he had the money?

2           **A. I mean that's not what happened.**

3           Q. Is it possible that because he refused to  
4 pay the costs to get the file, that's what caused  
5 your emotional distress?

6                   MR. BOSWORTH: Hold on.

7                   MR. VAN DER VEEN: Objection.  
8 Speculation. Is it possible is an  
9 inappropriate question.

10                   MR. BOSWORTH: I'm also going to  
11 state on the record that the questions  
12 clearly violate 4012, given that you, Joe  
13 Podraza, were at a hearing, and you were  
14 chastised by The Judge for holding the  
15 file hostage.

16                   You can laugh if you would like.  
17 But the transcript speaks for itself. The  
18 basis for the order to turn the file over  
19 was the fact that you were violating the  
20 ethical rules in doing so, period.

21                   It had nothing to do with the  
22 costs. And in fact, The Judge explicitly  
23 acknowledged your that obligation and  
24 Kline & Specter's obligation to turn

1 Ms. Melendez's file over had nothing to do  
2 with the costs, which is why he ordered  
3 the file turned over, and the costs  
4 haven't been paid.

5 So not only was your conduct at  
6 that time unethical, the questioning is as  
7 well.

8 MR. PODRAZA: Move to strike.

9 BY MR. PODRAZA:

10 Q. Is it possible?

11 MR. VAN DER VEEN: Objection to  
12 what is possible. Don't answer it.

13 MR. BOSWORTH: Don't answer it.

14 **THE WITNESS: I don't know that.**

15 BY MR. PODRAZA:

16 Q. Now, in any event, you are aware the  
17 entire file was produced to Mr. Bosworth by  
18 November 29th, 2022, correct?

19 **A. I didn't know the date.**

20 Q. Okay. But you knew that it was turned  
21 over; is that correct?

22 **A. Yes.**

23 Q. And that's shortly after you fired Kline &  
24 Specter and hired Mr. Bosworth, right?

1           **A. Yes.**

2           Q. Okay.

3                           MR. BOSWORTH: 11 days after it  
4                           should have been.

5 BY MR. PODRAZA:

6           Q. Now, do you know, as we sit here today in  
7 this room, Mr. Bosworth still has not paid Kline &  
8 Specter the costs and expenses the firm incurred  
9 in prosecuting your case despite his employment  
10 agreement; do you know that?

11           **A. No, I don't.**

12                           MR. PODRAZA: Now, let's talk  
13                           about the retainer that you have. Can we  
14                           have that marked as Melendez-9?

15   - - -

16                           (Whereupon, Melendez-9 was marked  
17 for identification.)

18   - - -

19 BY MR. PODRAZA:

20           Q. And if you would, ma'am, take a moment to  
21 review what has been marked as Melendez. For the  
22 record, it's a contingent fee agreement between  
23 Ms. Melendez and Mr. Bosworth; is that correct?

24           **A. I haven't looked at it yet.**

1 Q. Okay.

2 **A. Yes.**

3 Q. And it's dated November 20, 2022; is that  
4 correct?

5 **A. It is.**

6 Q. Okay. And before you signed the November  
7 20 retainer, which has been marked here as  
8 Melendez-9, did you know some or all of the  
9 attorney fees obtained in your case could be  
10 claimed by Kline & Specter as predecessor counsel?

11 MR. BOSWORTH: I'm going to object  
12 on the basis that this calls for a  
13 question that necessarily would implicate  
14 the attorney/client privilege. I'll also  
15 add that it's been asked and answered.  
16 But she is not going to answer it based on  
17 the privilege.

18 MR. PODRAZA: Please mark.

19 - - -

20 (Whereupon, the question was  
21 marked for identification.)

22 - - -

23 BY MR. PODRAZA:

24 Q. Before you signed the November 20th

1 retainer with Mr. Bosworth, did you know you could  
2 be sued by Kline & Specter as predecessor counsel  
3 to recover fees?

4 **A. No.**

5 Q. Before you signed the November 20th  
6 retainer with Mr. Bosworth, did you know that  
7 Mr. Bosworth had an employment agreement with  
8 Kline & Specter?

9 MR. BOSWORTH: I'm going to  
10 object, because you are now -- I think you  
11 are going to keep trying to do it. I will  
12 stay here all day long as you continue to  
13 try to ask known privileged questions.

14 I will stay here until dinner.  
15 I'll stay overnight. But she is not  
16 answering it.

17 MR. PODRAZA: Please mark.

18 - - -

19 (Whereupon, the question was  
20 marked for identification.)

21 - - -

22 BY MR. PODRAZA:

23 Q. Before you signed the November 20th  
24 retainer with Mr. Bosworth, did you know



1 Mr. Bosworth was obligated under his employment  
2 agreement to explain Kline & Specter's interest  
3 and fees recovered in your case?

4 MR. BOSWORTH: Same objection.

5 MR. VAN DER VEEN: You already  
6 asked that like five times.

7 MR. BOSWORTH: And it's also  
8 privileged and she's not answering it.  
9 And it's 4012. And you are harassing her,  
10 which you have been doing since November  
11 18th, 2022.

12 MR. PODRAZA: You are instructing?

13 MR. BOSWORTH: Yes.

14 MR. PODRAZA: Again, please mark.

15 - - -

16 (Whereupon, the question was  
17 marked for identification.)

18 - - -

19 MR. VAN DER VEEN: You can't keep  
20 asking --

21 BY MR. PODRAZA:

22 Q. Before you signed the November 20th  
23 retainer with Mr. Bosworth, did you know his  
24 employment agreement with Kline & Specter required

1 him to pay Kline & Specter a portion of the  
2 attorney's fees?

3 MR. BOSWORTH: Same objection.

4 MR. VAN DER VEEN: You already  
5 asked that.

6 MR. BOSWORTH: Same objection on  
7 the basis of privilege as well.

8 MR. VAN DER VEEN: You already  
9 asked that.

10 BY MR. PODRAZA:

11 Q. And if you did, Ma'am, what percentage of  
12 the fees did you understand Kline & Specter was  
13 owed?

14 MR. BOSWORTH: Same objection.  
15 Same basis of privilege.

16 MR. VAN DER VEEN: You already  
17 asked it, too.

18 BY MR. PODRAZA:

19 Q. And again, at the time that you signed the  
20 retainer with Mr. Bosworth, did you know the  
21 Pennsylvania rules of professional conduct do not  
22 permit a client to extinguish the predecessor  
23 firm's right to seek payment of attorney fees from  
24 you?

1 MR. VAN DER VEEN: Objection.

2 Clients aren't subject to the rules of

3 ethics. Lawyers are.

4 BY MR. PODRAZA:

5 Q. Since you haven't been instructed, do you  
6 have an answer, ma'am? Did you know that?

7 **A. No.**

8 MR. VAN DER VEEN: Well, it's not  
9 true either.

10 BY MR. PODRAZA:

11 Q. Before you signed the November 20th  
12 retainer with Mr. Bosworth, did you know that if  
13 Mr. Bosworth was paid 40 percent of the fees,  
14 whatever fees were owed to Kline & Specter would  
15 come out of your recovery?

16 MR. VAN DER VEEN: Objection. Not  
17 true.

18 MR. BOSWORTH: I'm going to  
19 object. It's not true. It's been asked  
20 and answered. And it calls for privilege.

21 MR. VAN DER VEEN: And if you want  
22 to look at somebody for trying to get more  
23 than you get.

24

1 BY MR. PODRAZA:

2 Q. Did you know that, ma'am?

3 A. No.

4 Q. Okay. And did you know that as a  
5 result -- well, before you signed the retainer  
6 with Mr. Bosworth, did you know that as a result,  
7 that up to 80 percent of your recovery could be  
8 required to pay the fees owed to Mr. Bosworth and  
9 Kline & Specter?

10 MR. BOSWORTH: I want to put  
11 something very clearly on the record here.  
12 And please bear with me as I put this on  
13 the record.

14 You have asked her numerous times  
15 about the 80 percent. First of all, there  
16 is no basis in fact or law for any law  
17 firm to recover 80 percent.

18 MR. VAN DER VEEN: Why would you  
19 guys want to grab 80 percent from her.

20 MR. BOSWORTH: Why would you want  
21 to do that? And my conclusion, as  
22 Ms. Melendez's lawyer at this --

23 MR. VAN DER VEEN: That doesn't  
24 look good, Joe, trying to grab 80 percent.

1                   MR. BOSWORTH: My conclusion as  
2 Ms. Melendez's lawyer -- and I have tried  
3 to be gracious in my thinking -- is that  
4 the only reason Mr. Podraza would ask this  
5 question repeatedly would be to try to  
6 intimidate Ms. Melendez and make her think  
7 that, that is even possible.

8                   I think that these mobster tactics  
9 are wrong. And I think you should ask a  
10 question that is appropriate.

11                  MR. VAN DER VEEN: But Joe, what  
12 is the word for somebody who wants to grab  
13 80 percent? Give me a word for that.

14                  MR. PODRAZA: Well, first, that's  
15 not what the question was.

16                  MR. VAN DER VEEN: Give me a word  
17 for that.

18                  MR. PODRAZA: Why don't you first  
19 --

20                  MR. VAN DER VEEN: You give me the  
21 word for that. You are looking for words.  
22 Give me the word for that one, somebody  
23 trying to grab 80 percent of an injured  
24 lady's recovery. What do you call that,

1 Joe?

2 MR. PODRAZA: Are you through?

3 MR. VAN DER VEEN: What do you  
4 call it?

5 MR. PODRAZA: Are you through?

6 MR. VAN DER VEEN: What do you  
7 call it?

8 BY MR. PODRAZA:

9 Q. Now, ma'am, the question was: before you  
10 signed the November 20th retainer with  
11 Mr. Bosworth, did you know that up to 80 percent  
12 of your recovery could be required to pay the fees  
13 owed to Mr. Bosworth and Kline & Specter? Did you  
14 know that?

15 MR. BOSWORTH: Please note my  
16 objection on the same bases and the fact  
17 that Mr. Podraza actually, intentionally  
18 asked the question again is both mind-  
19 numbingly confusing and inappropriate and  
20 sanctionable.

21 MR. VAN DER VEEN: But it's also  
22 really trying to scare --

23 BY MR. PODRAZA:

24 Q. Ma'am, you weren't instructed not to

1 answer .

2 MR. BOSWORTH: Yes. She is not  
3 answering that.

4 MR. PODRAZA: Instruct her.

5 MR. BOSWORTH: Don't answer that.

6 MR. PODRAZA: Okay. Thank you.

7 BY MR. PODRAZA:

8 Q. Now, are you aware that Mr. Bosworth has  
9 made TikTok postings about your case?

10 MR. BOSWORTH: I'm going object on  
11 the basis that it's privileged, what she,  
12 meaning Ms. Melendez and I have talked  
13 about with respect to anything having to  
14 do with her case, do not answer,  
15 Ms. Melendez.

16 BY MR. PODRAZA:

17 Q. Did you watch any of these TikToks by  
18 Mr. Bosworth that involved your case?

19 **A. No.**

20 Q. Do you know that they have actually been  
21 posted?

22 MR. BOSWORTH: I'm going to object  
23 on the basis of attorney/client privilege  
24 and instruct her not to answer. And if

1           you have a question that is not designed  
2           to harass, intimidate, and embarrass  
3           Ms. Melendez, you can ask it now.

4                        But you are a question or two away  
5           from me seeking court intervention on her  
6           behalf.

7 BY MR. PODRAZA:

8           Q. Did you know about these postings in  
9           advance of their posting?

10                       MR. BOSWORTH: I am objecting on  
11           the same basis, 4012. It's harassing.  
12           It's sanctionable. And to the extent  
13           there was any discussion about postings  
14           that occurred after her termination of  
15           Kline & Specter, such information would  
16           have been relayed to her necessarily  
17           through the attorney/client privilege.

18                       MR. PODRAZA: Are you instructing  
19           her?

20                       MR. BOSWORTH: Yes.

21                       MR. PODRAZA: All right.

22 BY MR. PODRAZA:

23           Q. And did you authorize these postings by  
24           Mr. Bosworth?



1 MR. BOSWORTH: I'm going to make  
2 the same objection on the same basis of  
3 privilege. Do not respond please. 4012  
4 harassing sanctionable.

5 MR. PODRAZA: All right. I think  
6 at this point that's all the questioning I  
7 have for you. I may come back with some  
8 questions after counsel has followed up.  
9 And we may spend, unfortunately, some  
10 quality time together on some later date.

11 But thank you so much. And I hope  
12 you are not in too much discomfort.

13 - - -

14 EXAMINATION

15 - - -

16 BY MR. VAN DER VEEN:

17 Q. MS. Melendez, I'm going to try to make  
18 this quick. Did you know that Kline & Specter,  
19 after you fired them, posted on Instagram the  
20 results of your verdict?

21 A. No.

22 Q. Do you know that they were promoting the  
23 results of your verdict on their social media  
24 after you fired them?

1           **A. No.**

2           Q. Did you authorize them to do that?

3           **A. No.**

4           Q. Did their contract authorize you to do  
5 that?

6           **A. No.**

7           Q. Let me show you. Take a look at the  
8 contract from Kline & Specter that he was showing  
9 you. It is a wickedly paper thin contract that  
10 you have with them. Does this discuss what  
11 happened?

12                           MR. BOSWORTH: Oh, wait. Sorry.

13                           MR. PODRAZA: I'm sorry. Which  
14 exhibit are we making reference to?

15                           MR. VAN DER VEEN: Six.

16                           MR. BOSWORTH: Six.

17                           **THE WITNESS: Are we talking about**  
18                           **six?**

19 BY MR. VAN DER VEEN:

20           Q. Does this contract that they -- first of  
21 all, you didn't write this contract, right?

22           **A. No.**

23           Q. They did, right?

24           **A. Yes.**

1 Q. And they didn't offer you any other kind  
2 of contract, right?

3 A. No.

4 Q. Okay. And then this contract, does this  
5 discuss what happens if you want a new lawyer?

6 A. I'm sorry. I'm going to have to read this  
7 whole thing over.

8 MR. BOSWORTH: There is nothing  
9 funny, Joe Podraza. Nothing funny.

10 MR. PODRAZA: I'm sorry. What did  
11 you just say to me?

12 MR. BOSWORTH: I didn't say  
13 anything.

14 THE WITNESS: What was the  
15 question? I'm sorry. Your question?

16 BY MR. VAN DER VEEN:

17 Q. Sure. Is there anything in this contract  
18 that discusses what happens if you want a new  
19 lawyer?

20 A. No.

21 Q. Is there anything in this contract that  
22 says if you fire them, they still get 40 percent  
23 of their fee?

24 A. No.

1 Q. Is there anything in this contract that  
2 says that if you fire them they get to keep your  
3 file from you?

4 A. No.

5 Q. Is there anything in this contract that  
6 tells you that if you are dissatisfied them, and  
7 they fire you, that they get to hold your file  
8 hostage?

9 A. No.

10 Q. Is there anything in this contract that  
11 mentions the rules of ethics?

12 A. No.

13 Q. Did they ever talk to you about the rules  
14 of ethics?

15 A. No.

16 MR. VAN DER VEEN: Did you ever go  
17 to court -- I'm going to show you what I'm  
18 going to mark as the court transcript  
19 about the hostaging of your file, as Judge  
20 Levin called it.

21 This is an exchange by Joseph  
22 Podraza, the guy asking you questions just  
23 now and The Judge. Mark that.

24

1 - - -

2 (Whereupon, Melendez-10 was marked  
3 for identification.)

4 - - -

5 BY MR. VAN DER VEEN:

6 Q. This is where they were ordered to give  
7 you the file.

8 MR. VAN DER VEEN: This must have  
9 been an embarrassing day, Joe.

10 BY MR. VAN DER VEEN:

11 Q. Before I show you, do you know why the  
12 contract they gave you doesn't mention all of that  
13 stuff?

14 **A. No.**

15 Q. Do you know why they tried to grab 80  
16 percent from you, when it's not even in your  
17 contract?

18 **A. No.**

19 Q. What do you call somebody who wants to  
20 grab 80 percent of your fee? What word would you  
21 use for that?

22 **A. The ones I could say are criminal.**

23 Q. Well, okay. I'm not sure I would agree  
24 with you about that. I'm not sure there is

1 anything criminal about it.

2       **A. Well, it's just -- well, no. You're**  
3 **right. I don't mean -- I shouldn't have said**  
4 **that. I apologize.**

5       Q. It's all right.

6       **A. It stinks.**

7       Q. Okay. But do you know why they didn't put  
8 any of that in their contract with you?

9       **A. Nope. No.**

10       Q. Did they tell you why their contract is  
11 for 40 percent?

12       **A. No.**

13       Q. Is there anything in this contract that  
14 told you if they lost your case, you would have to  
15 pay their lawyers wages?

16       **A. No.**

17       Q. Do they tell you -- did they tell you what  
18 wages they pay their lawyers?

19       **A. No.**

20       Q. Did they tell you how much money their  
21 lawyers make them and how much of that they  
22 actually pay them?

23       **A. No.**

24       Q. Did they tell you how much money they make

1 every year?

2 **A. No.**

3 Q. Did they tell you what the percentage is  
4 of what they make compared to what they pay their  
5 people is?

6 **A. No.**

7 Q. We'll get into that. You know, this  
8 borrowing of the money, you said it made you feel,  
9 I think, uneasy. Is that because it felt to you  
10 like a business transaction that Mr. Specter was  
11 trying to have with you?

12 **A. I felt like -- I felt like I was being set  
13 up for a trap. I didn't understand why.**

14 Q. You were.

15 **A. The whole meeting to me was hanky. And I  
16 just -- that's why I never answered him about  
17 that, and you know.**

18 Q. On the day that he met you, you were in a  
19 particular financial situation, whatever it was,  
20 right?

21 **A. Uh-huh.**

22 Q. And that had been the same for the last  
23 five years, right?

24 **A. Oh, yes.**

1 Q. Did he ever show any --

2 MR. PODRAZA: Objection. Asked  
3 and answered. Do you want to keep going  
4 over this, Mike?

5 MR. VAN DER VEEN: I am going to  
6 go over this. This is pretty important.

7 MR. PODRAZA: Let's move on.

8 MR. VAN DER VEEN: You brought it  
9 up actually. That's why I'm going to try  
10 to go back and hit this the right way.

11 BY MR. VAN DER VEEN:

12 Q. So Mr. Specter, this feign concern, I  
13 think as Mr. Podraza was trying to characterize  
14 it, for your financial well-being, it had been the  
15 same for five years?

16 MR. PODRAZA: Objection. Asked  
17 and answered. Move to strike.

18 BY MR. VAN DER VEEN:

19 Q. Right?

20 A. Yes.

21 MR. PODRAZA: Asked and answered.  
22 Move to strike.

23 BY MR. VAN DER VEEN:

24 Q. And he never expressed any concern, right?



1           **A. No.**

2                           MR. PODRAZA: Asked and answered.

3                           Move to strike.

4 BY MR. VAN DER VEEN:

5           Q. And now, he was asking him -- before I get  
6 to this transcript of Mr. Podraza holding your  
7 file up. He was asking you questions about  
8 Mr. Bosworth's experience, right?

9           **A. Yes.**

10          Q. Okay. In the time that Mr. Bosworth was  
11 representing you, did Mr. Kline or Mr. Specter  
12 ever tell you, well, he is only one year, so we  
13 won't have anything to do with your case?

14          **A. No.**

15          Q. Did they ever tell you, well, Mr. Bosworth  
16 clerked for a judge before, but doesn't have a  
17 whole lot of experience, so we are going to really  
18 be on your case, we are going to work on your  
19 case, too, and we are going to be communicating  
20 with you?

21          **A. No.**

22          Q. Do you know how many times they actually  
23 looked at your file? We are going to be able to  
24 look at their computers and see how many times

1 they accessed your file electronically. Do you  
2 know how many times they did that?

3 **A. I have no clue.**

4 Q. Do you understand zero?

5 **A. I know what zero is.**

6 Q. Okay. You understand that Mr. Specter --  
7 I think Mr. Podraza's questions are now  
8 Mr. Bosworth is a good lawyer. Do you believe he  
9 is a good lawyer?

10 **A. Yes.**

11 Q. Do you believe that Mr. Kline & Specter  
12 thought he was a good lawyer?

13 **A. Yes. I assume so.**

14 Q. Why else would they ignore you as their  
15 client, right?

16 **A. Yes, yes.**

17 Q. Did you ever see the e-mail from  
18 Mr. Specter that said, this -- if you can get two  
19 to two/five on this case, take it?

20 **A. No.**

21 MR. PODRAZA: Do you have it?

22 MR. BOSWORTH: It's been produced.

23 MR. VAN DER VEEN: Previously  
24 produced to you.

1 MR. PODRAZA: Where is it?

2 MR. BOSWORTH: It's been produced.

3 MR. PODRAZA: Where is it?

4 MR. VAN DER VEEN: I'll send it to  
5 you tonight. You got it. You already  
6 have it.

7 BY MR. VAN DER VEEN:

8 Q. Shanin said, if you can get two to  
9 two/five, take it. You ever see that e-mail?

10 **A. No, I did not.**

11 Q. Do you know why all of those things they  
12 are threatening to do to you now and have been  
13 threatening to do to you weren't in the contract  
14 with you?

15 **A. Yes.**

16 Q. Do you believe that you are bound by Tom's  
17 contract and their contract for employment? Does  
18 that affect you? Are you bound by that?

19 **A. No.**

20 Q. Did Mr. Specter tell you, as his lawyer  
21 just did, that you are bound by the attorney codes  
22 of ethics?

23 **A. No.**

24 Q. Now, in that e-mail to you, I think the

1 20th or the 22nd, you said that he was holding  
2 you -- felt like he was holding your file hostage  
3 for the 250, right?

4 **A. Yes.**

5 Q. Okay. And then, of course, we get to  
6 court on -- and so you knew Tom had to go court to  
7 get the file released, right?

8 **A. I did.**

9 Q. He told you?

10 **A. He told me, yes.**

11 Q. Okay. Without waiving attorney/client  
12 privilege.

13 **A. Oh, sorry.**

14 Q. That's all right. You knew through  
15 everything that was going on that, that was true,  
16 right?

17 **A. Yes.**

18 Q. And so on Wednesday, November 23rd,  
19 Mr. Podraza finds himself in the Criminal Justice  
20 Center over in 1301 Filbert Street. Are you aware  
21 of that?

22 **A. Yes.**

23 Q. Mr. Podraza represents himself to be in  
24 the transcript here, the lawyer for Kline &

1 Specter; do you see that? Why don't we jump up  
2 over to Page-9.

3 **A. Page-9?**

4 MR. PODRAZA: Do you have a copy  
5 of this?

6 MR. BOSWORTH: You don't have a  
7 copy of the transcript that you were  
8 ordered?

9 MR. PODRAZA: Didn't bring it  
10 along.

11 BY MR. VAN DER VEEN:

12 Q. Mr. Becker's entering his appearance  
13 there. So let's go to page -- yup. Good morning.  
14 Line-22. Good morning, Your Honor.

15 MR. PODRAZA: I'm sorry. Where  
16 are you, counsel?

17 MR. VAN DER VEEN: Page-9,  
18 Line-22, down towards the bottom.

19 BY MR. VAN DER VEEN:

20 Q. Good morning, You honor. Joe Podraza from  
21 Lamb McErlane. I represent Kline & Specter with  
22 respect to the files that have been -- we'll  
23 say that have been -- we'll say our discharge for  
24 matters that Mr. Bosworth is not handling.

1           With respect to the Melendez file, there  
2 is a lien on the file of retention of \$250,000,  
3 which under his employment agreement, he is  
4 obligated to advance. It's an enforceable  
5 provision prior to receipt of the file.

6           The judge says to him, sir, you are saying  
7 you can withhold that file, which is to the  
8 detriment of your previous client -- that's you,  
9 Ms. Melendez -- because Mr. Bosworth is not going  
10 to give you a quarter of a million today?

11           Mr. Podraza: I'm not saying that. That's  
12 what the rules provide, Your Honor. If you look  
13 at -- and The Judge, not too happy, cuts him off.  
14 But that's what you are telling me? Mr. Podraza  
15 says, I'm telling you what the rules provide, Your  
16 Honor. They are not my rules. The rules under --  
17 and The Judge isn't too happy with that either.  
18 Those aren't the rules.

19           And he says, so you are saying you don't  
20 have to turn over that file until he pays you  
21 \$250,000? That's a contractual relation between  
22 you and Mr. Bosworth. That's not your ethical  
23 obligation to your client. So don't come up here  
24 and try to give me that.

1 I understand what your ethical duty to  
2 your client is. And it's not for Mr. Bosworth to  
3 pay you a quarter million dollars before you give  
4 that file. You don't have a right to withhold  
5 that file.

6 Mr. Podraza, well, with all -- you know,  
7 trying to get --

8 MR. PODRAZA: With all due.

9 BY MR. VAN DER VEEN:

10 Q. With all due -- and it's The Court  
11 interrupts him again. Have you checked the  
12 ethical rules?

13 Mr. Podraza: I have, Your Honor. And with  
14 all --

15 Okay. So why don't you quote me -- why  
16 don't you quote those for me?

17 MR. PODRAZA: Are we reading this  
18 whole transcript through? I mean is there  
19 a question?

20 MR. VAN DER VEEN: No. Just to  
21 the point where it's ordered that you turn  
22 it over because you've said --

23 MR. PODRAZA: We are going to move  
24 to strike all of this nonsense. There is

1 not even a question being posed to this  
2 witness. She can read the transcript.

3 BY MR. VAN DER VEEN:

4 Q. Well, you understand this to be in the  
5 transcript, right, ma'am?

6 A. Yes.

7 Q. Okay.

8 A. Reading along.

9 Q. Okay. Why did you quote those,  
10 Mr. Podraza? The Court: Tell me where you are  
11 justifying to hold that file hostage?

12 Mr. Podraza: We start with ethical 1.8,  
13 with letter one, which is allowing for the lien  
14 against the file.

15 So Mr. Podraza is here telling The Court  
16 1.8 let's him hold the file hostage. The Court:  
17 Okay. No problem with the lien against the file.

18 Mr. Podraza: Then 1 --

19 The 1.8, that doesn't mean that you get  
20 paid up front.

21 Mr. Podraza: if I may, Your Honor. Then  
22 1.15 (b), which talks about the contractual  
23 relationship with a third party that will  
24 determine whether the property has to be turned



1 over, turned over, and when it gets turned over.

2 In this case, there is one of those two things  
3 that happened here.

4           Either Mr. Bosworth told his client that  
5 in order for the file to go with me, if you were  
6 to the accept my representation, we have to pay  
7 this money up front. The client nevertheless  
8 elected to do that and therefore is bound by the  
9 provisional provision or there was a failure on  
10 his part to provide the very material information  
11 for the client's termination.

12           Court: Tell me what the ethical rules --  
13 tell me about your duty to your client.

14

15           Mr. Podraza: My duty to my client is  
16 exactly what we have done all along. We have  
17 fulfilled all our obligations. We have a right to  
18 have them -- the expenses that we have advanced  
19 under this employment contract, and a right that  
20 he needed to explain to that client. Failure to  
21 do so, represents false presence of getting that  
22 election. We are ready, willing, and able to  
23 stand by this client.

24           They still wanted you. And that brief

1 would have been filed today. It couldn't, because  
2 they were holding up your file.

3 Well, then, let's get it filed. I'm going  
4 to order you -- all right. That you turn over the  
5 file within 48 hours.

6 Mr. Bosworth says thank you Your Honor.  
7 And Mr. Podraza goes, well. Court: You are going  
8 to turn over the file in 48 hours or I'm going to  
9 hold you in contempt of court.

10 Mr. Bosworth: Thank you, Your Honor.

11 The Court: I'm not having your client  
12 that you represented up until yesterday morning be  
13 disadvantaged because of a contractual  
14 relationship between one of you and your  
15 employees. You'll work that out amongst. There  
16 is a lien on that file. There is a lien on that  
17 case. There has been no money that has been  
18 exchanged so far.

19 Mr. Podraza: well, with all due  
20 respect, Your Honor, obviously, we'll do whatever  
21 The Court directs us to do.

22 Yes, you will. You will.

23 However, we cannot violate our  
24 professional responsibilities in filing on behalf

1 of a client we no longer represent.

2           The Court: Well, you are going to turn  
3 over that file to Mr. Bosworth, with that brief  
4 that you prepared, and he is going to file it.  
5 That's what is going to happen. So you are not  
6 going to violate any rules. I don't want to get  
7 into the middle of a squabble between you two.  
8 But I'm not going to let Ms. Melendez be  
9 disadvantaged because whatever went on between her  
10 and Mr. Bosworth and Kline & Specter.

11           Mr. Bosworth: Just to clarify, your Honor,  
12 I'm hearing you order the file turned over to me  
13 within 48 hours.

14  
15           Well, let's do this, because we have a  
16 holiday. By the end of business Tuesday. So a  
17 couple of things I want --

18           MR. PODRAZA: Well, first, let's  
19 move to strike. There is no question, no  
20 context, and no relevancy. Proceed,  
21 counsel.

22           MR. VAN DER VEEN: So I'm not sure  
23 what you are striking.

24

1 MR. PODRAZA: The entire  
2 recitation of the transcript that we just  
3 read into the record for no purpose  
4 whatsoever.

5 MR. VAN DER VEEN: Well, no. It  
6 was to give a basis to my questions.

7 MR. PODRAZA: Counsel, you can  
8 explain it later. We are moving to strike  
9 that entire soliloquy by counsel reading a  
10 transcript.

11 BY MR. VAN DER VEEN:

12 Q. Do you understand from what I just read of  
13 this transcript, that the brief in your case from  
14 post-trial motions was due that day or the next  
15 day, that you read that in the beginning?

16 A. Yes.

17 Q. And that a Mr. Becker was there?

18 A. Yes.

19 Q. And apparently, had the file, and had even  
20 prepared a brief to file on time?

21 A. Yes.

22 Q. But was refusing to, because they wanted  
23 the money.

24

1 MR. PODRAZA: Oh please, please.

2 Objection. Move to strike.

3 BY MR. VAN DER VEEN:

4 Q. Is that you understanding?

5 A. Yes. That's what I understand now, yes.

6 Q. Okay. Is it -- do you understand that  
7 they were still refusing to give your file to  
8 Mr. Bosworth, because they wanted money?

9 A. Yes.

10 Q. And do you understand that The Court  
11 had -- from this transcript, do you understand  
12 that The Court had to order them to do it?

13 A. Yes.

14 Q. And that they weren't going to do it under  
15 some ethical rule?

16 A. Yes.

17 Q. Okay. Was any of that in their contract  
18 with you?

19 A. No.

20 Q. Did you want to know why they didn't put  
21 any of this stuff in their contract?

22 A. No clue.

23 Q. Regarding Kline & Specter posting your  
24 case all over their social media, do you now

1 direct them to take everything down?

2 **A. Can I?**

3 Q. Yes.

4 **A. Yes, please. Can you take everything**  
5 **down?**

6 Q. Do you know why they would post that  
7 without asking your permission?

8 **A. No, I don't. I don't know what the rules**  
9 **of that would be.**

10 Q. Okay. Certainly, you weren't allowed to  
11 do it with their contract with you, right?

12 **A. Right.**

13 Q. You never gave them permission or  
14 authorization to use you and your personal private  
15 information and your personal case to you to go  
16 and try to get more business for themselves?

17 **A. No, I did not.**

18 Q. And you know in that post, they made it  
19 seem like they got the verdict instead of Tom.  
20 Did you give them permission to misrepresent that  
21 to the public?

22 **A. No.**

23 Q. And ma'am, regarding Tom's level of  
24 experience, from the time you met him in that

1 Starbucks until today, has he been to you a good  
2 solid competent lawyer?

3 **A. Yes.**

4 Q. Kind man?

5 **A. Yes.**

6 Q. Who generally cares about you?

7 **A. Yes.**

8 Q. And has gone out of his way well-beyond  
9 his case to make sure that you are okay?

10 **A. Yes. I feel that way.**

11 Q. In ways that neither Mr. Kline or  
12 Mr. Specter have ever dreamed of doing?

13 **A. Yes.**

14 MR. PODRAZA: Objection. Move to  
15 strike.

16 BY MR. VAN DER VEEN:

17 Q. Is it possible they had a dream like that?  
18 Do you believe it's ethical for a lawyer to grab  
19 80 percent of what you got?

20 MR. PODRAZA: Objection. Asked  
21 and answered repeatedly.

22 MR. VAN DER VEEN: No. I never  
23 asked the ethics question.

24 **THE WITNESS: No.**

1 MR. PODRAZA: And it also calls  
2 for speculation by a layperson, who does  
3 not have expertise.

4 MR. BOSWORTH: That's weird. You  
5 didn't have that issue when you asked it.

6 MR. VAN DER VEEN: It's all right.

7 BY MR. VAN DER VEEN:

8 Q. Is there anything in their contract with  
9 you that says they are going to sue you?

10 A. No.

11 Q. That they have the right to sue you?

12 A. No.

13 Q. Do you know how many times since you have  
14 fired them they have threatened to sue you in a  
15 court of law?

16 A. No. Did they threaten?

17 MR. PODRAZA: No.

18 MR. VAN DER VEEN: Every time they  
19 go to court, they threaten.

20 MR. PODRAZA: It's actually his  
21 position that creates the problem, but  
22 that is fine.

23 MR. BOSWORTH: They have  
24 threatened to sue a number of clients in



1 writing.

2 MR. VAN DER VEEN: To grab 80  
3 percent of their recoveries. Let me just  
4 check my notes.

5 BY MR. VAN DER VEEN:

6 Q. Your affidavit that you have there?

7 **A. Yes.**

8 Q. I don't care who typed it. I want to ask  
9 you this: Are those your thoughts and feelings?

10 **A. Yes. I don't have to see it. Yes.**

11 Q. Is it true that nobody on God's green  
12 earth told you what to do or say?

13 **A. Yes.**

14 Q. Regarding the stuff they read you from the  
15 appellate court or rather from that was actually  
16 the same judge that was ordering Mr. Podraza to  
17 give the file over finally, do you care whether a  
18 judge is flattering Tom or not flattering Tom?

19 **A. No.**

20 Q. Do you care -- do you know what happened  
21 to those motions that Tom filed on your behalf?

22 **A. Well, I was going to say, he won all the  
23 motions.**

24 Q. Yes.

1           **A. They were all thrown out.**

2           Q. And were you satisfied with his  
3 representation?

4           **A. Sure. Yes.**

5           Q. When Mr. Kline and Mr. Specter called you  
6 and told you they had fired Tom and wanted you to  
7 stay with his law firm and not go with Tom, you  
8 then called Tom?

9                           MR. PODRAZA: Objection. That is  
10 not even in the record nor is it testified  
11 to.

12                          MR. VAN DER VEEN: Isn't that what  
13 he said?

14                          MR. PODRAZA: No, he didn't.  
15 Actually said that wasn't the case. He  
16 just said he had fired Tom.

17 BY MR. VAN DER VEEN:

18           Q. He fired Tom and he wanted you to stay  
19 with his firm?

20           **A. Yes.**

21           Q. And when he called you and said, I fired  
22 Tom and I want you to stay with my firm, you then  
23 called Tom?

24           **A. Yes.**

1 Q. And spoke to Tom?

2 **A. Yes.**

3 Q. Not asking you about the contents of the  
4 conversation.

5 But after you spoke to Mr. Specter and  
6 talked to Mr. Bosworth, did you stop and think for  
7 a while and mull your options and think about what  
8 you wanted to do?

9 **A. Absolutely. And I talked to family and**  
10 **friends.**

11 Q. Sought advice from people you trust?

12 **A. Yes.**

13 Q. And then looked inside yourself, and  
14 thought what was best for you?

15 **A. Yes.**

16 Q. And so it wasn't a decision that you made  
17 lightly?

18 **A. No.**

19 Q. It was a decision that you made with real  
20 thought and concern?

21 **A. Yes.**

22 Q. And needed to make a snap decision, took  
23 you a day or two to make the decision properly,  
24 right?

1           **A. Yes.**

2           Q. And you chose Tom?

3           **A. Yes.**

4           Q. And are you glad you did that?

5           **A. Sorry?**

6           Q. Are you glad that you did that?

7           **A. Yes.**

8           Q. Did you know making that decision was  
9 going to cause Kline & Specter to jeopardize your  
10 appeal?

11          **A. No.**

12          Q. For \$250,000 more dollars?

13          **A. No, I didn't.**

14          Q. How does it make you feel now, as you sit  
15 here today, with Mr. Podraza telling you that his  
16 clients can sue you and get 80 percent of your  
17 recovery? How does that make you feel?

18          **A. It angers me.**

19                           MR. PODRAZA: First off, I'll  
20                           object, because we have never said that we  
21                           would sue for 80 percent of the fees.

22 BY MR. VAN DER VEEN:

23          Q. Let me ask you this, is what you  
24 understood Mr. Podraza to just tell you?

1           **A. Yes.**

2                           MR. VAN DER VEEN: All right.

3                           That was pretty clear, Joe.

4 BY MR. VAN DER VEEN:

5           Q. And how does that make you feel, the  
6 threat that they are going to sue you and try to  
7 get a total of 80 percent of your recovery?

8           **A. That's heartbreaking.**

9           Q. Ma'am, can I ask you, why do you think  
10 Mr. Podraza kept saying that to you?

11          **A. To scare me.**

12                          MR. VAN DER VEEN: I don't think I  
13 have anything further. Thank you.

14                          MR. BOSWORTH: Anything else, Joe?

15                          MR. PODRAZA: Madam Court  
16 Reporter, I think we are completed. Thank  
17 you so much.

18                          THE COURT REPORTER: Would you  
19 like a copy?

20                          MR. PODRAZA: Yes. Can we have it  
21 by the end of the week?

22

23

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C E R T I F I C A T I O N

- - -

I, Amanda Brooks, a court reporter and commissioner of deeds, do hereby certify that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me on Wednesday, March 20th, 2024, and that the foregoing testimony was taken in shorthand by myself and reduced to typing under my direction and control and that this is a correct transcript of the same.

*Amanda Brooks*

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AMANDA BROOKS  
Court Reporter  
Commissioner of Deeds

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2 OF

3 DIANA MELENDEZ

4 I hereby acknowledge that I have read the  
5 foregoing deposition, dated March 20th, 2024, and  
6 that the same is a true and correct transcription  
7 of the answers given by me to the questions  
8 propounded, except for the changes, if any, noted  
9 in the attached Errata Sheet.

10

11 SIGNATURE

12

13 \_\_\_\_\_

14 DIANA MELENDEZ

15

16 WITNESSED BY:

DATE:

17

18 \_\_\_\_\_

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21 ADDRESS

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COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF DELAWARE



**AFFIDAVIT OF DIANA MELENDEZ**

1. My name is Diana Melendez, and I am the plaintiff in the medical malpractice case that went to trial in September 2022 against Dr. Mo and other defendants.
2. My lawyer is Thomas Bosworth of Bosworth Law. Thomas Bosworth has always been my lawyer.
3. I first spoke with attorney Thomas Bosworth in the Fall 2017 on the telephone to discuss potentially hiring a lawyer to represent me in a possible medical malpractice case against my former primary care physician.
4. I first met attorney Thomas Bosworth in the Fall of 2017 at a Starbucks coffee shop to discuss my potential medical malpractice case. I was impressed with Tom's sincerity and authenticity, and his desire to try to help me. Nobody was present at this meeting other than Tom and I.
5. Prior to retaining Tom Bosworth and his firm in Fall 2017, I was never contacted by Shanin Specter, Tom Kline, or any other lawyer at Kline and Specter (other than Tom Bosworth).
6. At no time between when I first met with Tom Bosworth at the Starbucks coffee shop in Fall 2017 and when my lawsuit was filed in August 2018 was I ever contacted by Shanin Specter, either by phone, email, or otherwise, to discuss my case, introduce himself to me, or otherwise communicate with me.
7. At no time between when I first met with Tom Bosworth at the Starbucks coffee shop in Fall 2017 and when my lawsuit was filed in August 2018 was I ever contacted by Tom

Kline, either by phone, email, or otherwise, to discuss my case, introduce himself to me, or otherwise communicate with me.

8. At no time between when I first met with Tom Bosworth at the Starbucks coffee shop in Fall 2017 and when my lawsuit was filed in August 2018 was I ever contacted by any lawyer at Kline and Specter (other than Tom Bosworth), either by phone, email, or otherwise, to discuss my case, introduce himself to me, or otherwise communicate with me.

9. After my case was filed in August 2018, I frequently communicated with Tom Bosworth about various documents I needed to provide for the case, authorizations I needed to sign, and written responses to written questions that the defense lawyers served on me that I understood were a part of the litigation process. Tom Bosworth is the only lawyer I ever spoke with or communicated with, in any way, in participating in these litigation tasks.

10. In lead up to my deposition in this case, I frequently spoke with and communicated with Tom Bosworth about the deposition. Tom Bosworth is the only lawyer who spoke with me, communicated with me, and prepared me for my deposition.

11. At my deposition, Tom Bosworth is the only lawyer (for me) who attended and participated in the deposition.

12. In the five (5) year period from when I first hired Tom and his firm in September 2017 until when my trial began in September 2022, Shanin Specter never once contacted me (in any way) to introduce himself to me or speak to me about my case.

13. In the five (5) year period from when I first hired Tom and his firm in September 2017 until when my trial began in September 2022, Tom Kline never once contacted me (in any way) to introduce himself to me or speak to me about my case.

14. In the five (5) year period from when I first hired Tom and his firm in September 2017 until when my trial began in September 2022, no partner or other lawyer at Kline and

Specter ever contacted me (in any way) to introduce themselves to me or speak to me about my case.

15. Shortly before my trial began in September 2022, Tom Bosworth introduced me to his colleague, attorney Terrance DeAngelo, who I learned was helping Tom and would participate in the upcoming trial.

16. Shortly before my trial began, there were some settlement negotiations that began to occur. I never spoke with or communicated (in any way) with Tom Kline or Shanin Specter about any of these settlement negotiations. The only lawyer who I communicated with and heeded advice from, regarding these settlement negotiations, was Tom Bosworth.

17. My trial lasted from September 6, 2022 through September 21, 2022, which is the day the jury returned their verdict.

18. At no time throughout the entire duration of the trial did Shanin Specter or Tom Kline ever communicate with me or reach out to me to introduce themselves or talk to me about my case.

19. I was present in the courtroom when Tom Bosworth gave his opening speech to the jury in my trial. I was extremely impressed with Tom's opening statement, and his persuasive ability to lay out the facts in an accurate and powerful way, while also connecting with the jury and speaking eloquently, clearly, and passionately.

20. After Tom gave his opening statement, I was able to witness Tom question several Penn witnesses on the witness stand, including the defendant, Dr. Mo. I was blown away by Tom's ability to cross examine these witnesses, his command of the facts of the case, and his focus, precision, and attention to detail. Granted, I am not a lawyer but, as a spectator, my impression of Tom's examinations of each of these witnesses was that each examination was

devastating for the defense and Tom significantly (if not completely) undermined the credibility of each witness.

21. Throughout the trial, Tom demonstrated an innate ability to communicate with the jury and examine witnesses in a courtroom. I was extremely proud that he was my lawyer.

22. At the time the jury handed down their verdict of about \$19 million on September 21, 2022, I had never in my life met, spoken with, or communicated with Tom Kline or Shanin Specter in any way, shape, or form.

23. I was extremely pleased and have been consistently very satisfied with Tom Bosworth's representation of me in this case from the beginning of the case up until today.

24. On or about October 17, 2022, less than one month after Tom Bosworth had obtained my \$19 million verdict, I received a telephone call from one of Shanin Specter's assistants informing me that Mr. Specter wanted to meet with me the following day at his office. I was given no inclination what this meeting would be about. This phone call was odd to me since I had never before received any phone call or communication from Mr. Specter or any of his assistants.

25. On October 18, 2022, I traveled to Kline and Specter's office in Philadelphia to attend this meeting that Mr. Specter had requested. I met Tom Bosworth and Mr. DeAngelo upon my arrival to the office, both of whom accompanied me in the elevator to the top floor of the building to attend the meeting with Specter.

26. Upon arriving to the top floor for the meeting, I was brought into a conference room where I first met Specter. Specter brought with him to the meeting another Kline and Specter lawyer, Chip Becker. This was the first time I had ever met or spoken with Shanin Specter.

27. Immediately upon Specter's entry to the room and introduction, he appeared tense, uneasy, and unhappy. Mr. Specter's mood and affect was strange to me since Tom Bosworth had just won the largest medical malpractice verdict of the year, so I figured he would be ecstatic.

28. During this meeting, Specter spoke at length about the fact that I would need money to hold me over throughout the duration of the appeal, and he offered to hook me up with "his guy" who could loan me money. Specter never identified this "guy" by name or provided the financial institution or bank that this "guy" worked at. I felt that Specter was trying to curry favor with me, but was confused why he was not speaking that much about the recent trial victory and game plan going forward in the case.

29. Throughout this meeting, Specter never once complimented Tom Bosworth or attributed the \$19 million verdict to Tom. This was really weird and confusing to me because Tom Bosworth was the lead lawyer in the case and was responsible for the verdict.

30. During this meeting, Specter gave me his personal cell phone number and told me he could contact me any time and that I should consider taking out that loan with his "guy" and contact Specter after I had given that some thought. This was off-putting to me because I could not understand why Specter was all of a sudden showing so much interest in me and my case when he had never before attempted to even introduce himself to me in the prior 5 years.

31. On November 18, 2022, approximately one month after this initial meeting with Specter, at approximately 12:20 p.m., I received a telephone call directly from Shanin Specter. During this phone call, Specter told me that he had just fired Tom Bosworth. I was shocked, confused, and upset. I told Mr. Specter that I was shocked and disappointed that they had fired Tom. During this conversation, Mr. Specter pressured me to choose Kline and Specter instead of Attorney Bosworth to represent me. During this conversation, Mr. Specter never informed me

that I had a right or option to choose to continue to be represented by Tom Bosworth. During this conversation, Mr. Specter never informed me that I had a right or option to choose to continue to be represented a lawyer other than Kline and Specter.

32. I was disturbed and bothered by Mr. Specter's communication with me on November 18, 2022.

33. After this November 18, 2022, phone call from Shanin Specter, I called and spoke with Tom Bosworth on the telephone to ask him if he could continue to represent me.

34. On November 20, 2022, I emailed Shanin Specter directly stating: "Dear Mr Specter, Please be informed that with this email I am terminating my attorney-client relationship with Kline and Specter [sic]. Sincerely, Diana Melendez."

35. Even after I sent this email to Mr. Specter terminating my relationship with him and his firm, Mr. Specter still kept trying to contact me and pressure me to pick him as my lawyer.

36. After receiving my email, Mr. Specter emailed me back the same day.

37. In this email, Mr. Specter wrote: "Mr. Bosworth has a contractual obligation to repay the very substantial costs on your case if he takes over your representation."

38. Mr. Specter also wrote in this email, with regard to Tom Bosworth: "He also has an obligation to pay one-half of the gross fee on your case to Kline & Specter, if it is successful."

39. Mr. Specter then threatened to not turn over my file to Attorney Bosworth unless Attorney Bosworth paid Mr. Specter "costs" of the case: "Upon [Tom Bosworth's] payment of the costs and his acknowledgment of these obligations, the file will be transferred to him, if that is who you are hiring."

40. Mr. Specter attached to this email a copy of Tom Bosworth's signed employment agreement that he had signed with Kline and Specter in 2017.

41. Receiving this email terrified me. I could not believe that any lawyer would or could threaten to not give my lawyer my file just because there was some kind of disagreement between the two lawyers about case costs that needed to be paid back. By threatening to not give my lawyer (Tom Bosworth) my file, it was obvious Specter was threatening me to try to get me to hire him even though I had already emailed him that I was terminating his and his firm's representation. This email from Specter caused me extreme emotional distress, confusion, fear, and anxiety. I knew, at the time I received this email from him, that there was some sort of appellate brief due in the coming days.

42. After I emailed Mr. Specter terminating my attorney-client relationship with his firm, on November 20, 2022, I signed and executed a separate contingent fee agreement with Attorney Bosworth in which I agreed to pay Attorney Thomas Bosworth a forty percent contingent fee.

43. I was so pleased and relieved when I learned that the trial judge, Judge Levin, had ordered Kline and Specter to turn over my file to my lawyer (Tom Bosworth) a few days after the November 18, 2022 phone call that I had received from Mr. Specter.

44. On November 22, 2022, I signed a letter that was addressed to Shanin Specter and Tom Bosworth.

45. In this letter, I indicated that I understood that Tom had been fired from Kline and Specter on November 18, 2022.

46. I also indicated in this letter that I understood that I had the right to retain counsel of my choosing to continue to handle my case.

47. This letter contained three boxes with options for me to choose who I wanted to continue to represent me: (1) Tom Bosworth; (2) Kline and Specter; or (3) other counsel.

48. I checked the first box indicating that I wanted Tom Bosworth to continue to represent me because that is what I wanted to do and I made this decision freely, intentionally, and voluntarily.

49. I understand that Kline and Specter spent money on costs associated with my case before they fired Tom. I have no problem with and agree that Kline and Specter should be paid those costs back. But beyond that, any penny given to Kline and Specter would not be fair, in my opinion, based on how Kline and Specter have treated me and my lawyer, Attorney Bosworth. But I do not agree that Kline and Specter deserve any fee. They did not do any of the work on the case—Tom did. Tom did all the work leading up to trial and neither Tom Kline nor Shanin Specter participated in the trial in any way at all.

50. Kline and Specter's behavior and conduct has been displeasing, offensive, and horrifying to me.

51. I have never met or spoken with Tom Kline.

11/06/2023

Date



DIANA MELENDEZ

State of Texas  
Fort Bend County

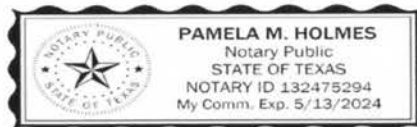
Sworn to me before this 6th day of November, 2023.

This notarial act was completed as an online notarization via two-way webcam. Diana Melendez provided a Driver License as identification and was approved with multi-factor KBA authentication.



[NOTARY PUBLIC]

Notary Public, State of Texas  
Pamela M. Holmes, Remote Online Notary  
My Commission Expires 05/13/2024



This notarial act was an online notarization

Case ID: 221202513  
Control No.: 24035002



On Nov 20, 2022, at 4:21 PM, Diana <melended@yahoo.com> wrote:

Dear Mr Specter,

Please be informed that with this email I am terminating my attorney-client relationship with Kline and Spector.

Sincerely, Diana Melendez

Sent from my iPhone



Case ID: 221202513  
Control No.: 24035002

**From:** Shanin Specter <shanin.specter@klinespecter.com>

**Date:** November 20, 2022 at 4:53:30 PM EST

**To:** Diana <melended@yahoo.com>

**Cc:** Chip Becker <chip.becker@klinespecter.com>, Terrance DeAngelo <Terrance.DeAngelo@klinespecter.com>

**Subject:** Re: Case



Dear Diana —

Thank you for our brief chat on Friday. I acknowledge your email below I am deeply concerned for you and your case given all the facts and circumstances, including the voluminous and complex post-trial briefing on your case, which Mr. Becker is working on and which is due on December 23.

You have apparently decided to go with Mr. Bosworth, though your email does not say so. Mr. Bosworth has a contractual obligation to repay the very substantial costs on your case if he takes over your representation. He also has an obligation to pay one-half of the gross fee on your case to Kline & Specter, if it is successful. Upon his payment of the costs and his acknowledgment of these obligations, the file will be transferred to him, if that is who you are hiring.

Mr. Bosworth was also required by the contract to have explained all this to you. Mr. Bosworth's contract with the firm is attached for your reference.

We are willing to meet with you again to discuss these matters. You might also consider discussing all this with another attorney in order to obtain an independent assessment.

All best regards.

Shanin Specter

Thomas Bosworth, Esquire  
1511 Latona Street  
Philadelphia, PA 19146

Shanin Specter, Esquire  
1525 Locust Street  
Philadelphia, PA 19102



Dear Mr. Bosworth and Mr. Specter:

I understand that Mr. Bosworth has been discharged by the law firm of Kline & Specter, and has transferred his practice to the Law Office of Thomas E. Bosworth, effective November 18, 2022.

Mr. Bosworth has represented me in my medical malpractice case against Penn and other defendants. I understand that I have the right to retain counsel of my choosing, including the right to decide who will complete or continue handling my case, as well as new matters, for me. I also understand that I have the right to determine the disposition of the files relating to these matters.

I advise you as follows:

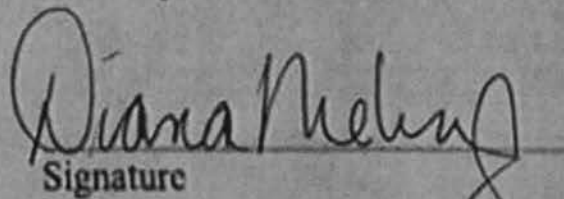
I elect to have Mr. Bosworth continue to handle my case and matter(s), and request that you transfer to Mr. Bosworth the entirety of the files and documents (whether paper, electronic, or in other form) relating to my case and all my matters. I authorize the law firm of Kline & Specter to transfer all such documents and files to Mr. Bosworth.

I elect to have Kline & Specter handle my case and matter(s).

I have chosen to retain other counsel. Please have the file returned to me.

Thank you for your attention to this matter.

Sincerely,

  
Signature

Date: 11/22/22

  
Printed Name and Title

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 COUNTY OF DELAWARE : SS



**AFFIDAVIT OF DIANA MELENDEZ**

1. I, Diana Melendez, am the plaintiff in this case.
2. I was never contacted by Shanin Specter or Charles Becker, following the September 21, 2022 jury verdict in my case, asking me whether I would agree to waive the 120-day provision in Pennsylvania Rule of Civil Procedure 227.4(1)(b), which states that the Court shall enter judgment upon the verdict of the jury if the Court does not enter an order disposing of all post-trial motions within 120 days of the filing of the first post-trial motion.
3. If Shanin Specter or Charles Becker had ever asked me whether I would agree to waive the 120-day provision in Pennsylvania Rule of Civil Procedure 227.4(1)(b), which states that the Court shall enter judgment upon the verdict of the jury if the Court does not enter an order disposing of all post-trial motions within 120 days of the filing of the first post-trial motion, I would not have agreed to that.
4. Neither Shanin Specter nor Charles Becker ever spoke to me about the fact that Charles Becker represented to the Court in writing that I had agreed to waive the 120-day provision in Pennsylvania Rule of Civil Procedure 227.4(1)(b), which states that the court shall enter judgment upon the verdict of the jury if the Court does not enter an order disposing of all post-trial motions within 120 days of the filing of the first post-trial motion.
5. Charles Becker's statement to the Court—that I had agreed to waive the 120-day provision in Pennsylvania Rule of Civil Procedure 227.4(1)(b), which states that the Court shall enter judgment upon the verdict of the jury if the Court does not enter an order disposing of all post-trial motions within 120 days of the filing of the first post-trial motion—is not accurate.

Date: 18th of July, 2023

Diana Melendez  
DIANA MELENDEZ

Sworn and subscribed before me  
this 18 day of July, 2023.

Markeisha Young

[NOTARY PUBLIC] #7836888- Portsmouth, Virginia  
Commission Expires: October 31, 2023

Completed via Remote Online Notarization using 2way Audio/Video technology



**CONTINGENT FEE AGREEMENT**

I, Diana Melendez, hereby constitute and appoint the law firm of Kline & Specter, P.C., as my attorneys to investigate and prosecute claims for personal injuries on my behalf. The claim arose on or about February 2, 2017.

The compensation of Kline & Specter, P.C. shall be forty percent (40%) of any recovery, plus reimbursement of expenses which shall include court filings, exhibits, photography, videography, expert witnesses, investigators, transcripts, photocopying, medical and other records, travel and meal expenses, computer research, printing, binding, postage, telephone, telefax and courier service. If there is no recovery, there will be no fee or expenses reimbursed.

In the event of a recovery, I understand that there may be monies due to Medicare and/or Medicaid for medical care and treatment received related to this claim as required by law. I authorize my attorneys to represent me in all matters concerning reimbursement of any monies due to Medicare or Medicaid. I agree that no funds will be distributed to me until a final repayment agreement is reached.

I acknowledge receipt of a duplicate original of this Agreement.

9/18/17  
Date

NAME:

Diana Melendez



Case ID: 221202513  
Control No.: 24035002

## AGREEMENT

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

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

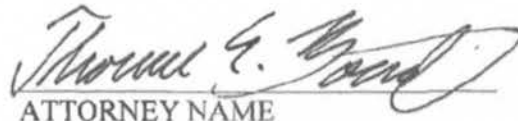
- (1) Employment is on an at-will basis;
- (2) As long as I am an employee of the firm, I will practice law only for the firm. All revenue derived from my practice of law will be paid to the firm.
- (3) Any potential cases/clients that come to me will be presented to the firm for handling. In the event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



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

Dated: \_\_\_\_\_

4/12/17

  
ATTORNEY NAME

THOMAS BOSWORTH



Law Office of Thomas E. Bosworth, Esq.  
1511 Latona Street  
Philadelphia, PA 19146  
Email: [tbosworth89@gmail.com](mailto:tbosworth89@gmail.com)  
Telephone: 267-212-4177

November 22, 2022

Via email: [craig.levin@courts.phila.gov](mailto:craig.levin@courts.phila.gov)

The Honorable Craig Levin  
Philadelphia County Court of Common Pleas  
City Hall, Room 344  
Philadelphia, PA 19107



Re: *Melendez v. Gyi P. Mo et al.* (Case ID# 180801939)

Dear Judge Levin:

I represent the Plaintiff in this case.

Currently, per Your Honor's Order of November 7, 2022, the deadlines for post-trial briefs are as follows:

1. November 23, 2022, for the Moving Party for each motion to file a brief in support of that party's post-trial motion(s); and
2. December 23, 2022, for the Non-Moving Party to each motion to file a brief in opposition to the motion(s).

I am no longer employed at Kline & Specter, P.C. as of Friday, November 18, 2022, and Kline & Specter, P.C. does not represent the Plaintiff in this case. In light of the recency of the end of my employment with Kline & Specter, P.C., I asked defense counsel yesterday, via email and on the telephone, whether defendants would agree to an extension of the current deadline for post-trial motions. I have yet to hear back from defense counsel, and do not suspect any opposition based on my telephone conversation with him last night, but I wanted to send this to Your Honor immediately so that Your Honor is aware that Plaintiff is hereby respectfully requesting a 30-day extension of the current deadlines for post-trial motions. Should Your Honor prefer a formal motion to this effect, I can file one today.

Case ID: 221202513  
Control No.: 24035002

Respectfully submitted,

*/s/ Thomas E. Bosworth*

THOMAS E. BOSWORTH, ESQ.

Date: 11/22/22

Cc: Counsel for defendants  
Stephen D. Ivey, Esq.


**CONTINGENT FEE AGREEMENT**

I, Diana Melendez, hereby appoint, constitute and reaffirm Thomas E. Bosworth, Esquire, as my attorney to investigate and prosecute all claims for my personal injuries, including all post-trial and appellate litigation and matters arising out of my active case pending in the Philadelphia County Court of Common Pleas docketed as Case ID# 180801939.

The compensation of Thomas E. Bosworth, Esquire, shall be forty percent (40%) of any recovery, plus reimbursement of expenses which shall include court filings, exhibits, photography, videography, expert witnesses, investigators, transcripts, photocopying, medical and other records, travel and meal expenses, computer research, printing, binding, postage, telephone, telefax, and courier service. If there is no recovery, there will be no fee or expenses reimbursed.

In the event of a recovery, I understand that there may be monies due to Medicare and/or Medicaid for medical care and treatment received related to this claim as required by law. We authorize our attorneys to represent us in all matters concerning reimbursement of any monies due to Medicare or Medicaid. We agree that no funds will be distributed to us until a final repayment agreement is reached.

Date: 11/20/2022

DocuSigned by:  
  
DIANA MELENDEZ



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IN THE COURT OF COMMON PLEAS  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

- - -

DIANA MELENDEZ : CASE NO. 1808-01939  
VS. :  
GYI MO, M.D. :

- - -

COURTROOM 605  
1301 FILBERT STREET  
PHILADELPHIA, PENNSYLVANIA

- - -

WEDNESDAY, NOVEMBER 23, 2022

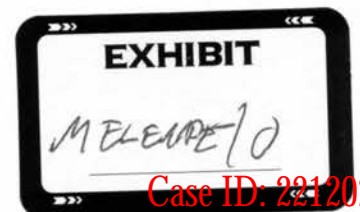
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B E F O R E: THE HONORABLE CRAIG LEVIN, J.

- - -

CIVIL TRIAL

- - -



1 APPEARANCES:

2

3 JOSEPH PODRAZA JR., ESQUIRE

4 Kline & Specter's counsel

5

6 THOMAS BOSWORTH, ESQUIRE

7 Counsel for the Plaintiff

8

9 CHARLES BECKER, ESQUIRE

10 Previous counsel for the Plaintiff

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12 SAMANTHA CONWAY, ESQUIRE

13 Counsel for the Defendant

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1                                 - - -  
2                                 PROCEEDINGS  
3                                 - - -

4                         (The hearing commenced at 10:40:45 A.M.)

5                         COURT OFFICER: All right. Melendez  
6                         vs. Mo.

7                         COURT STAFF: Do I have to leave the  
8                         room?

9                         THE COURT: No. No. You're welcome to  
10                         stay.

11                         MR. BOSWORTH: Can I sit here, Your  
12                         Honor?

13                         THE COURT: If you wish.

14                         MR. BOSWORTH: Okay.

15                         THE COURT: You usually don't sit for  
16                         very long.

17                         MR. BOSWORTH: I'll stay standing. I  
18                         don't want to -- I don't even know whose jacket  
19                         this is.

20                         THE COURT: All right. So where is Mr.  
21                         Becker?

22                         So, Mr. Becker, explain to me why you  
23                         think you don't have to show up in Court when I  
24                         tell you, you have to be here? Why is it that I  
25                         have to call your office this morning and lean on

1 your receptionist to make sure you're here today?

2 I don't appreciate that. You don't  
3 make decisions when you show up in Court and when  
4 you don't show up in Court. Do you understand  
5 that?

6 MR. BECKER: I do understand that, Your  
7 Honor.

8 THE COURT: I don't think you do.  
9 Because when you call my clerk and say, "I don't  
10 think I need to show up in Court for these  
11 reasons," that's not acceptable. Is that the way  
12 you practice law?

13 MR. BECKER: No, Your Honor.

14 THE COURT: Are you somebody who is  
15 special, and you get to decide what you do when  
16 you do it? I don't appreciate that I have to get  
17 your receptionist on the phone, after my clerk  
18 got cut off twice this morning, to make sure  
19 you're here today.

20 I have my reasons for wanting you here  
21 today. And if you have your reasons why you  
22 think you shouldn't be here today, now is the  
23 time to state that. Not to my clerk and say,  
24 "I'm not showing up."

25 Do you understand that?

1 MR. BECKER: I do. And our apologies,  
2 Your Honor.

3 THE COURT: All right.

4 MR. BECKER: Let me just say is that --

5 THE COURT: I don't know what's going  
6 on here between Mr. Bosworth and Kline and  
7 Specter. But when I tell you to be in Court,  
8 you're in Court so we can resolve this issue.  
9 Because believe it or not, Kline & Specter has  
10 exposure here depending on what I decide to do  
11 today.

12 So you may think you don't need to be  
13 here, because at 4:00 yesterday you withdrew your  
14 representation. But you have exposure here. If  
15 I decide not to grant any extra time, and that  
16 brief isn't filed, who do you think that your  
17 client is going to go after?

18 They're going to go after Mr. Bosworth  
19 and Kline & Specter. So don't think you don't  
20 have to show up here, because at 4:00 you decide  
21 after years of representing her, on the eve of  
22 the deadline, that you don't have to appear. Do  
23 you understand?

24 MR. BECKER: -- I do. May I address  
25 the Court briefly on this issue?



1 THE COURT: Well I'm going to ask you  
2 some questions. So I want to know what Kline &  
3 Specter has been doing to file this brief.  
4 Because as of 4:00 yesterday, you were counsel of  
5 record. So you explain to me what has happened  
6 that now we need a continuance of extra time to  
7 file this motion.

8 MR. BECKER: The only thing that  
9 happened, Your Honor, is that Ms. Melendez  
10 discharged the firm.

11 THE COURT: And when did that occur?

12 MR. BECKER: That occurred yesterday  
13 morning.

14 THE COURT: Okay. So she discharged  
15 you yesterday morning, and you have a deadline  
16 today to file a brief. So tell me where you were  
17 and why that brief can't be filed today.

18 MR. BECKER: Well I don't. I don't  
19 represent Ms. Melendez.

20 THE COURT: You did as of 4:00  
21 yesterday. So as of 4:00 yesterday, why wasn't  
22 that brief ready to be filed?

23 MR. BECKER: Well my appearance, our  
24 appearance, the firm's appearance was entered as  
25 of 4:00 yesterday. But Ms. Melendez had

1 discharged the firm.

2 THE COURT: As of the morning.

3 MR. BECKER: As of the morning.

4 THE COURT: So you tell me as of  
5 yesterday morning why this brief wasn't ready to  
6 be filed.

7 MR. BECKER: Because --

8 THE COURT: I already gave you an  
9 extension of time to file. What has Kline &  
10 Specter been doing since the first issuance on  
11 October 3rd?

12 MR. BECKER: -- with respect to that  
13 brief?

14 THE COURT: Yes.

15 MR. BECKER: Your Honor, well there  
16 have been --

17 THE COURT: Because we're at the 23rd  
18 hour. Why hasn't? That brief should be ready to  
19 go by today.

20 MR. BECKER: -- that brief would have  
21 been ready to go by today. It would have been  
22 filed by today. But we were discharged. And at  
23 that point filing the brief would have  
24 represented the unauthorized practice of law.

25 THE COURT: So why are we asking for a

1           continuance now?

2                       MR. BOSWORTH: Your Honor, I'm asking  
3           for a continuance, because I need some time to do  
4           the brief. And I -- I'm not here to get into the  
5           weeds and any of these ancillary issues. I don't  
6           disagree with Mr. Becker as to his withdraw and  
7           the propriety of it. But I do factually need  
8           some time.

9                       So I was hoping Your Honor would be  
10          mindful of that. I do represent the plaintiff,  
11          as Mr. Becker eluded to. So I'm more than  
12          capable of --

13                      THE COURT: Well maybe you two need to  
14          talk and get this together. Because whether  
15          you're still counsel or not, you have an  
16          obligation to your client.

17                      MR. BOSWORTH: -- well, Your Honor --

18                      THE COURT: You can't just pull out at  
19          the 23rd hour. And I understand she fired you in  
20          the morning. You just can't pull out and leave  
21          the client like that.

22                      MR. BOSWORTH: -- Your Honor?

23                      THE COURT: That's exposure for you  
24          guys. You understand that. Right?

25                      MR. BOSWORTH: Your Honor, I have a

1 request.

2 THE COURT: And that's one of the  
3 reasons why I want you here today. Because it  
4 also is to your benefit to be here, whether you  
5 think it is or not.

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

8 THE COURT: Which they're obligated to  
9 turn over.

10 MR. BOSWORTH: They have not done so  
11 yet.

12 THE COURT: And why? Why is that?

13 MR. BECKER: Your Honor, our counsel  
14 that is Kline & Specter's counsel is in the  
15 courtroom. And if you would like to address that  
16 issue with Mr. Podraza, I welcome that  
17 discussion.

18 THE COURT: Well let him come up here.  
19 Let's hear from him.

20 COURT OFFICER: Judge, does he need to  
21 be sworn?

22 MR. PODRAZA: Good morning, Your Honor.  
23 Joe Podraza from Lamb McErlane. I represent  
24 Kline & Specter with respect to the files that  
25 have been -- we'll say our discharge from matters

1 that Mr. Bosworth is now handling. With respect  
2 to the Melendez file, there is a lien on the file  
3 of retention of \$250,000, which under his  
4 employment agreement he is obligated to advance.  
5 It's an enforceable provision prior to receipt of  
6 the file itself.

7 THE COURT: So you're saying you could  
8 withhold that file, which is to the detriment of  
9 your previous client, because Mr. Bosworth hasn't  
10 given -- is not going to pay you a quarter of a  
11 million today?

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

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

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

20 THE COURT: So you're saying you don't  
21 have to turn over that file until he pays you  
22 \$250,000? That's a contractual relation between  
23 you and Mr. Bosworth. That's not your ethical  
24 obligation to your client.

25 So don't come up here and try to give

1 me that. I understand what your ethical duty to  
2 your client is. And it's not for Mr. Bosworth to  
3 pay you a quarter of a million dollars before you  
4 give that file. You don't have a right to  
5 withhold that file.

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

7 THE COURT: Have you checked the  
8 ethical rules?

9 MR. PODRAZA: -- I have, Your Honor.  
10 And with all --

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

13 MR. PODRAZA: -- I shall.

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

16 MR. PODRAZA: We start with ethical  
17 rule 1.8 with letter (i), which is allowing for  
18 the lien against the file.

19 THE COURT: Okay. No problem with the  
20 lien against the file.

21 MR. PODRAZA: Then 1. --

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

24 MR. PODRAZA: -- if I may, Your Honor?  
25 Then 1.15 (b), which talks about a contractual

1 relationship with a third party that will  
2 determine whether property has to be turned --  
3 turned over and when it gets turned over. In  
4 this case there is one of two things that  
5 happened here.

6 Either Mr. Bosworth told his client  
7 that in order for the file to go with me, if you  
8 were to accept my representation, we have to pay  
9 this money up front. And the client nevertheless  
10 elected to do that, and therefore is bound by  
11 that contractual provision. Or there was a  
12 failure on his part to provide that very material  
13 information for that client's determination.

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

16 MR. PODRAZA: My duty to my client is  
17 exactly what we've done all along. We've  
18 fulfilled all of our obligations. We have a  
19 right to have them -- the expenses that we have  
20 advanced under his employment contract.

21 And a right that he needed to explain  
22 to that client. And failing to do so would  
23 represent a false presence of getting that  
24 election. We are ready, willing, and able to  
25 stand by this client. And that brief would have

1           been filed today.

2                       THE COURT: Well then let's get it  
3           filed. I'm going to order you --

4                       MR. PODRAZA: All right.

5                       THE COURT: -- that you turn over that  
6           file within 48 hours.

7                       MR. BOSWORTH: Thank you, Your Honor.

8                       MR. PODRAZA: Well --

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

12                      MR. BOSWORTH: Thank you, Judge.

13                      THE COURT: I'm not having your client  
14          that you represented up until yesterday morning  
15          to be disadvantaged because of a contractual  
16          relationship between one of your employees.  
17          You'll work out amongst.

18                      There is a lien on that file. There is  
19          a lien on that case. There has been no money  
20          that's been exchanged so far.

21                      MR. PODRAZA: -- well with all due  
22          respect, Your Honor, obviously we will honor  
23          whatever the Court directs us to do.

24                      THE COURT: Yes, you will. You will.

25                      MR. PODRAZA: However, we cannot



1 violate our professional responsibilities in  
2 filing on behalf of a client that we no longer  
3 represent.

4 THE COURT: Well you're going to turn  
5 over that file to Mr. Bosworth with that brief  
6 that you prepared, and he's going to file it.  
7 That's what's going to happen. So you're not  
8 going to violate any rules.

9 I don't want to get in the middle of a  
10 squabble between you two, but I'm not going to  
11 let Ms. Melendez be disadvantaged because of  
12 whatever went on between her, and Mr. Bosworth,  
13 and Kline & Specter.

14 MR. BOSWORTH: Just to clarify, Your  
15 Honor. I'm hearing you ordering the file be  
16 turned over to me within 48 hours of --

17 THE COURT: Well let's do this, because  
18 we have a holiday.

19 MR. BOSWORTH: -- yeah.

20 THE COURT: By the end of business on  
21 Tuesday.

22 MR. BOSWORTH: And, Judge, obviously  
23 the current deadline for that brief is today. So  
24 I --

25 THE COURT: Well we're going to discuss

1           that in a second.

2                   MR. BOSWORTH: -- okay. Understood.

3                   THE COURT: Hello, Ms. Kang.

4                   MS. CONWAY: Good morning, Your Honor.

5                   THE COURT: It's good to see you.

6                   MS. CONWAY: Good to see you too.

7                   THE COURT: Do you have anything to add  
8           to this?

9                   MS. CONWAY: I have nothing to add to  
10          this, Your Honor.

11                  THE COURT: Do you need an extension?  
12          Are you here for an extension on your end?

13                  MS. CONWAY: I am not here for an  
14          extension on our behalf, although I --

15                  THE COURT: You will be filing your  
16          brief today?

17                  MS. CONWAY: -- I would like to be able  
18          to file the brief whenever Plaintiff's is  
19          ordered, so that there is no extended time for  
20          Plaintiff to review.

21                  THE COURT: Okay. So whatever I --  
22          whatever time.

23                  MS. CONWAY: Whatever you do. We will  
24          file it whenever you tell us to file it, today or  
25          some other day.

1 THE COURT: All right. So you'll have  
2 the file on Tuesday.

3 MR. BOSWORTH: Thank you, Judge.

4 THE COURT: How much time do you need  
5 to file that brief?

6 MR. BOSWORTH: I was asking for 30  
7 days, but I would obviously do whatever Your  
8 Honor ordered. As you know, I move pretty  
9 quickly. So I can probably do it in less time.  
10 I'm --

11 THE COURT: Well I don't know what's  
12 going to be in that file.

13 MR. BOSWORTH: -- right.

14 THE COURT: I assume you're going to  
15 have a 99 percent complete brief or something  
16 close to that.

17 MR. BOSWORTH: I'll look it over. And  
18 I will do whatever Your Honor orders, but my  
19 request would be for 30 days.

20 THE COURT: Ms. Conway?

21 MS. CONWAY: I will defer to Your  
22 Honor's decision as to the time necessary.

23 THE COURT: All right. 30 days is  
24 fine.

25 MR. BOSWORTH: Thank you, Your Honor.

1 THE COURT: So what's today's date,  
2 the 23rd?

3 MR. BOSWORTH: Yes, Your Honor.

4 MR. PODRAZA: Today is the 24th, Your  
5 Honor.

6 MR. BOSWORTH: Sorry. 24th.

7 COURT CLERK: Today is the 23rd.

8 MR. PODRAZA: 23rd?

9 THE COURT: 23rd.

10 MR. PODRAZA: I stand corrected.  
11 Excuse me.

12 MR. BOSWORTH: I was right. I was  
13 right. It's the 23rd.

14 THE COURT: How many days are in  
15 November?

16 MR. BOSWORTH: That I don't know. I  
17 think 31.

18 MS. CONWAY: Your Honor, I don't know  
19 if this makes it easier. The current deadline is  
20 the next -- the response is due December 23rd.  
21 So if we just moved.

22 THE COURT: Let's do December 23rd for  
23 filing both Plaintiff and Defendant's briefs.  
24 Response briefs 20 days thereafter.

25 MR. BOSWORTH: Judge, I would ask that

1 THE COURT: All right. Happy  
2 Thanksgiving.

3 MR. PODRAZA: Have a wonderful holiday.

4 MS. CONWAY: Thank you, Your Honor.

5 THE COURT: Same to you.

6 MS. CONWAY: Have a great holiday.

7 THE COURT: You too.

8 (The hearing concluded at 10:52:50 A.M.)

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## CERTIFICATION

1  
2  
3 I, Gary Copestake, the assigned transcriber, do hereby  
4 certify that the foregoing transcript of digitally-  
5 recorded proceedings before the Court of Common Pleas,  
6 First Judicial District of Pennsylvania, November 23,  
7 2022, is prepared to the best of my ability, in full  
8 compliance with the current transcript format for the  
9 judicial proceedings, and is a true and accurate  
10 transcription of the proceedings as recorded.

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Gary Copestake

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