

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

TABATHA WOLFE  
and all others similarly situated,

Plaintiff,

v.

KRAEMER, MANES & ASSOCIATES  
LLC; PRABHU NARAHARI; and  
MICHAEL KRAEMER,

Defendants

Civil Division

No. GD-18-016480

**ANSWER AND NEW MATTER**

Filed on Behalf of Defendants,  
Kraemer, Manes & Associates LLC,  
Prabhu Narahari and Michael Kraemer

Counsel of Record for these Parties:

Michael J. Betts  
Pa. I.D. No. 33378  
Michael J. Betts LLC  
235 Alpha Drive, Suite 301B  
Pittsburgh, PA 15238  
(412) 935-7073  
Email: *mbetts@bettsllc.com*

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

TABATHA WOLFE	)	
and all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. GD-18-016480
	)	
KRAEMER, MANES & ASSOCIATES	)	
LLC; PRABHU NARAHARI; and	)	
MICHAEL KRAEMER,	)	
	)	
Defendants	)	

**NOTICE TO PLEAD**

TO: TABATHA WOLFE, PLAINTIFF

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

*Michael J. Betts*  
Michael J. Betts  
Pa. I.D. No. 33378  
Michael J. Betts LLC  
235 Alpha Drive, Suite 301B  
Pittsburgh, PA 15238  
(412) 935-7073  
Email: *mbetts@bettsllc.com*

Counsel for Defendants,  
Kraemer, Manes & Associates  
LLC, Prabhu Narahari and  
Michael Kraemer

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

TABATHA WOLFE	)	
and all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. GD-18-016480
	)	
KRAEMER, MANES & ASSOCIATES	)	
LLC; PRABHU NARAHARI; and	)	
MICHAEL KRAEMER,	)	
	)	
Defendants	)	

**ANSWER AND NEW MATTER**

Defendants, Kraemer, Manes & Associates LLC, Prabhu Narahari and Michael Kraemer, by their undersigned counsel, respectfully submit this Answer and New Matter to Plaintiff's Amended Complaint:

1. The averments of Paragraph 1 of the Amended Complaint are admitted.
2. Defendants deny the averments of Paragraph 2 of the Amended Complaint. KM&A's principal place of business is located at 600 Grant Street, Suite 4875, Pittsburgh Pennsylvania 15219.
3. The averments of Paragraph 3 of the Amended Complaint are admitted. Specifically, it is admitted that Plaintiff purports to assert a professional liability claim against KM&A. Defendants deny that the claim has any merit.
4. Defendants deny the averments of Paragraph 4 of the Amended Complaint. Mr. Kraemer practices law at KM&A's principal place of business, which is located at 600 Grant Street, Suite 4875, Pittsburgh Pennsylvania 15219.

5. The averments of Paragraph 5 of the Amended Complaint are admitted.

6. Defendants deny the averments of Paragraph 6 of the Amended Complaint. Mr. Narahari practices law at KM&A's principal place of business, which is located at 600 Grant Street, Suite 4875, Pittsburgh Pennsylvania 15219.

7. The averments of Paragraph 7 of the Amended Complaint are admitted.

8. The averments of Paragraph 8 of the Amended Complaint are admitted.

9. The averments of Paragraph 9 of the Amended Complaint are admitted.

10. The averments of Paragraph 10 of the Amended Complaint are admitted.

11. The averments of Paragraph 11 of the Amended Complaint are admitted.

12. The averments of Paragraph 12 of the Amended Complaint are admitted, except that any averment or implication that Plaintiff did not file a Complaint against Harris because Harris did not file a Praecipe for Rule to File Complaint is denied. Had Plaintiff desired to file a Complaint against Harris, she could have done so, whether or not Harris had filed a Praecipe for Rule to File Complaint.

13. The first sentence of Paragraph 13 does not set forth averments of fact to which a response is required. The averments of the second sentence of Paragraph 13 of the Amended Complaint are admitted. Indeed, KM&A has proudly and successfully represented many individual clients since its formation in October 2012. The vast majority of KM&A's clients expressed satisfaction with KM&A and the outcomes of their cases.

14. The averments of Paragraph 14 of the Amended Complaint are admitted. In fact, the home page at lawkm.com contained the temporary banner and phrase "TOP RATED FIRM BY OUR CLIENTS" for a brief period of time from approximately August 2018 until January

2019. However, that period was approximately two years after Plaintiff decided to retain KM&A after allegedly relying on KM&A's website, so it is not relevant to her claims.

15. Defendants deny the averments of Paragraph 15 of the Amended Complaint. Websites such as Google, Facebook, Avvo, and Lawyers.com exist for a multitude of reasons, and they are not merely limited to serving as vehicles for reviews. The primary purpose of such social media websites is to facilitate social connections between businesses, individual members of the public, and the connections they have in common.

16. Defendants deny the averments of Paragraph 16 of the Amended Complaint. In fact, anyone (not just clients) can write his or her opinion of a business or simply leave a star rating. Avvo specifically invites reviews from individuals who merely "consulted with" a lawyer and did not become a client. Google invites reviews from anyone with "experience" relating to the business. Facebook recently changed to a binary recommendation system, but previously accepted reviews and star ratings from any Facebook user.

17. Defendants deny the averments of Paragraph 17 of the Amended Complaint. Clients are not the only individuals permitted to leave reviews or ratings.

18. Defendants deny the averments of Paragraph 18 of the Amended Complaint. Clients are not the only individuals permitted to leave reviews or ratings.

19. Defendants deny the averments of Paragraph 19 of the Amended Complaint. Based on years of experience reaching out to members of the public so they can get the legal representation they need, KM&A knows that clients use a whole host of factors to choose their attorneys. They care deeply about the experience, biographies, and practice areas of their legal counsel. They also care about the fees, fee arrangements, and specific representation terms. Most of all, they care about the personal human connections they have to a firm, which may be

the conversations they have initially with attorneys or staff, an initial consultation, or a personal recommendation from a mutual friend or lawyer in the community.

20. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 20 of the Amended Complaint.

21. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 21 of the Amended Complaint.

22. The averments of Paragraph 22 of the Amended Complaint are admitted, with the qualification that the other business listings are not relevant to Plaintiff since she has not alleged that she relied on KM&A's Cranberry, King of Prussia or Philadelphia listings when she became a client in December 2016.

23. The averments of Paragraph 23 of the Amended Complaint are admitted.

24. Defendants deny the averments of Paragraph 24 of the Amended Complaint. The reference to an alleged "scheme" is false, as there was no such scheme. As a small business, KM&A has always welcomed reviews, ratings, and recommendations from a variety of sources: clients, former clients, potential clients, as well as friends, family, and colleagues who want to share relevant opinions, experience, or knowledge about KM&A with the public. This is true for virtually every small business in Pennsylvania.

25. Defendants deny the averments of Paragraph 25 of the Amended Complaint. KM&A has rewarded its employees on limited occasions when positive reviews or ratings are posted by members of the public, but KM&A has no control over whether those individuals decide to share their opinions, experience, or knowledge about KM&A by writing a public

review, and KM&A has no control over what those individuals say if they do post a review. All KM&A can do is invite individuals (clients, former clients, potential clients, as well as friends, family, and colleagues) who may want to share their relevant opinions, experience, or knowledge about KM&A with the public. Of course it has done so, just as virtually every small business in Pennsylvania does.

26. Defendants deny the averments of Paragraph 26 of the Amended Complaint. KM&A is not aware of even one single false review or rating of KM&A anywhere on the internet. Every single review and rating appears to be the honest opinion of the individual who voluntarily posted it. Even if there were a false review, KM&A categorically never asked any individual to lie or post anything deceptive.

27. Defendants deny the averments of Paragraph 27 of the Amended Complaint. No individual was ever directed to review or rate KM&A. All those who did did so voluntarily and posted their legitimate honest opinions as they are free to do.

28. Defendants deny the averments of Paragraph 28 of the Amended Complaint. No individual was ever directed to review or rate KM&A. All those who did did so voluntarily and posted their legitimate honest opinions as they are free to do.

29. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 29 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors. Furthermore, the averments of this paragraph are not relevant because Plaintiff became a client of KM&A in December 2016, over two years prior to the averments of this paragraph.

30. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 30 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

31. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 31 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

32. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of Paragraph 32 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

33. The averments of Paragraph 33 of the Amended Complaint are admitted.

34. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 34 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

35. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 35 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

36. The averments of Paragraph 36 are admitted.

37. The averments of Paragraph 37 are admitted.

38. The averments of Paragraph 38 are admitted.



39. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 39 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

40. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 40 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

41. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 41 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

42. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 42 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

43. The averments of Paragraph 43 of the Amended Complaint are admitted.

44. The averments of Paragraph 44 of the Amended Complaint are admitted.

45. The averments of Paragraph 45 of the Amended Complaint are admitted.

46. The averments of Paragraph 46 of the Amended Complaint are admitted.

47. The averments of Paragraph 47 of the Amended Complaint are admitted.

48. The averments of Paragraph 48 of the Amended Complaint are admitted.

49. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 49 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

50. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 50 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

51. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 51 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

52. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 52 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

53. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 53 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

54. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 54 of the

Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

55. The averments of Paragraph 55 of the Amended Complaint are admitted. In further response, Matthew Love was an employee of KM&A and, as such, was in a position to have his own legitimate opinions, knowledge, and experience about the firm.

56. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 56 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors

57. Defendants deny the averments of Paragraph 57 of the Amended Complaint. To the best of KM&A's knowledge, every one of the individuals who posted reviews and ratings about KM&A had personal knowledge, experience, and opinions about the firm to share with the public, and they did so voluntarily as they were free to do. Many of those individuals have received legal consultations, informal legal advice or legal representation from KM&A attorneys.

58. Defendants deny the averments of Paragraph 58 of the Amended Complaint. KM&A and Mr. Kraemer never once solicited a single false review from anybody. At no time did KM&A ask anyone to lie or post anything deceptive. If any person decided to share his or her personal knowledge, experience, or opinions about KM&A in the form of an online review, he or she did so voluntarily as he or she was free to do.

59. Defendants deny the averments of Paragraph 59 of the Amended Complaint. KM&A and Mr. Kraemer never once solicited a single false review from anybody. At no time did KM&A ask anyone to lie or post anything deceptive. If any person decided to share his or

her personal knowledge, experience, or opinions about KM&A in the form of an online review, he or she did so voluntarily as he or she was free to do.

60. Defendants deny the averments of Paragraph 60 of the Amended Complaint. In fact, KM&A's Google rating would have been five stars even if only confirmed clients of the firm had left reviews. *See* Exhibit 1 attached hereto. Furthermore, the only two negative reviews that appeared on KM&A's Google profile at the time Plaintiff allegedly viewed it were from individuals who stated in their postings that they were not clients.

61. Defendants deny the averments of Paragraph 61 of the Amended Complaint. KM&A and Mr. Kraemer never once solicited a single false review from anybody. At no time did KM&A ask anyone to lie or post anything deceptive. If any person decided to share his or her personal knowledge, experience, or opinions about KM&A in the form of an online review, he or she did so voluntarily as he or she was free to do.

62. Defendants deny the averments of Paragraph 62 of the Amended Complaint. No individual was ever directed to review or rate KM&A or to solicit such ratings. All those who did post reviews or ratings did so voluntarily and posted their legitimate honest opinions as they were free to do.

63. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 63 of the Amended Complaint. It is not always possible to know which person left which online review due to a variety of factors.

64. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 64 of the

Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

65. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 65 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

66. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 66 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

67. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 67 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

68. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 68 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

69. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 69 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

70. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 70 of the Amended Complaint. Furthermore, the averments of this paragraph are not relevant to Plaintiff, who retained KM&A in December 2016.

71. The averments of Paragraph 71 of the Amended Complaint are admitted.

72. The averments of Paragraph 72 of the Amended Complaint are admitted.

73. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 73 of the Amended Complaint. Defendants do not know if or when Plaintiff visited lawkm.com, what she viewed there, or what information, if any, she relied upon.

74. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 74 of the Amended Complaint. Defendants do not know if or when Plaintiff visited lawkm.com, what she viewed there, or what information, if any, she relied upon.

75. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 75 of the Amended Complaint. Defendants do not know if or when Plaintiff visited lawkm.com, what she viewed there, or what information, if any, she relied upon.

76. Defendants deny Paragraph 76 of the Amended Complaint. At no time did KM&A solicit false reviews.

77. Defendants deny Paragraph 77 of the Amended Complaint. In fact, certain of the reviews make it explicit in their text that they are written by employees of KM&A. If Plaintiff or

any other client actually read the reviews, they would have been clearly notified that at least some of the reviews were made by non-clients.

78. Defendants deny Paragraph 78 of the Amended Complaint. In fact, certain of the reviews make it explicit in their text that they are written by employees of KM&A. If Plaintiff or any other client actually read the reviews, they would have been clearly notified that at least some of the reviews were made by non-clients.

79. Defendants deny Paragraph 79 of the Amended Complaint. At no time did KM&A solicit false reviews. Furthermore, certain of the reviews make it explicit in their text that they are written by employees of KM&A. If Plaintiff or any other client actually read the reviews, they would have been clearly notified that at least some of the reviews were made by non-clients. Furthermore, through reasonable investigation, Plaintiff could have easily discovered that certain reviews were made by non-clients.

80. The averments of Paragraph 80 of the Amended Complaint are admitted.

81. The averments of Paragraph 81 of the Amended Complaint are admitted.

82. The averments of Paragraph 82 of the Amended Complaint are admitted.

83. The averments of Paragraph 83 of the Amended Complaint are admitted.

84. The averments of Paragraph 84 of the Amended Complaint are admitted.

85. The averments of Paragraph 85 of the Amended Complaint are admitted.

86. The averments of Paragraph 86 of the Amended Complaint are admitted.

87. In response to Paragraph 87 of the Amended Complaint, Defendants admit only that Mr. Harris sent an email to Plaintiff on December 6, 2016; after reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining averments in Paragraph 87 of the Amended Complaint.

88. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 88 of the Amended Complaint.

89. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 89 of the Amended Complaint.

90. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 90 of the Amended Complaint.

91. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 91 of the Amended Complaint.

92. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 92 of the Amended Complaint.

93. In response to Paragraph 93 of the Amended Complaint, Defendants admit only that Mr. Harris sent an email to Plaintiff on December 22, 2016.

94. The averments of Paragraph 94 of the Amended Complaint are admitted.

95. Defendants deny the averments of Paragraph 95 of the Amended Complaint. To the contrary, on information and belief, Plaintiff continued to experience effects of the hostile work environment at the same employer for months after March 1, 2016.



96. Defendants deny the averments of Paragraph 96 of the Amended Complaint. To the contrary, on information and belief, Plaintiff continued to experience effects of the hostile work environment at the same employer for months after March 1, 2016.

97. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 97 of the Amended Complaint.

98. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 98 of the Amended Complaint.

99. The averments of Paragraph 99 of the Amended Complaint are admitted.

100. The averments of Paragraph 100 of the Amended Complaint are admitted.

101. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 101 of the Amended Complaint.

102. Defendants deny the averments of Paragraph 102 of the Amended Complaint as stated, as the term “failed” suggests that Harris had an obligation to attend the hearing. It is admitted only that Harris did not attend the hearing.

103. The averments of Paragraph 103 of the Amended Complaint are admitted.

104. The averments of Paragraph 104 of the Amended Complaint are admitted.

105. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 105 of the Amended Complaint.

106. The averments of Paragraph 106 of the Amended Complaint are admitted.

107. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averments in Paragraph 107 of the Amended Complaint.

108. Defendants deny the averments of Paragraph 108 of the Amended Complaint. The statute of limitations did not begin to run on March 1, 2016, and a timely EEOC charge for hostile work environment could still have been filed at the time Plaintiff terminated KM&A's representation. In fact, it is believed and therefore alleged that Plaintiff subsequently retained new counsel who in fact filed an EEOC charge alleging hostile work environment and recovered a settlement.

109. The averments of Paragraph 109 of the Amended Complaint are admitted with the qualification that Plaintiff's new attorney sent a vague letter to KM&A but did not explain the claim or potential claim for which he was representing Plaintiff or purporting to request a litigation hold.

110. The averments of Paragraph 110 of the Amended Complaint are admitted.

111. The averments of Paragraph 111 of the Amended Complaint are admitted.

112. The averments of Paragraph 112 of the Amended Complaint are admitted.

113. The averments of Paragraph 113 of the Amended Complaint are admitted.

114. The averments of Paragraph 114 of the Amended Complaint are admitted. Mr. Narahari's knowledge, and KM&A's knowledge, of Plaintiff's case relied on Martell Harris who was her primary attorney.

115. The averments of Paragraph 115 of the Amended Complaint are admitted.

116. Defendants deny the averments of Paragraph 116 of the Amended Complaint. To the best of Defendants' knowledge now and at the time, the statements in the September 22,

2017 letter were accurate, made in good faith, and based on information provided by Mr. Harris, Plaintiff's primary attorney. In fact, Mr. Harris personally approved the letter written by Mr. Narahari and validated the facts alleged in it.

117. The averments of Paragraph 117 of the Amended Complaint are admitted.

118. Defendants deny the averments of Paragraph 118 of the Amended Complaint. To the best of Defendants' knowledge now and at the time, the statements in the September 22, 2017 letter were accurate, made in good faith, and based on information provided by Mr. Harris, Plaintiff's primary attorney. In fact, Mr. Harris personally approved the letter written by Mr. Narahari and validated the facts alleged in it.

119. Defendants deny the averments of Paragraph 119 of the Amended Complaint. To the best of Defendants' knowledge now and at the time, the statements in the September 22, 2017 letter were accurate, made in good faith, and based on information provided by Mr. Harris, Plaintiff's primary attorney. In fact, Mr. Harris personally approved the letter written by Mr. Narahari and validated the facts alleged in it.

120. Defendants deny the averments of Paragraph 120 of the Amended Complaint. To the best of Defendants' knowledge now and at the time, the statements in the September 22, 2017 letter were accurate, made in good faith, and based on information provided by Mr. Harris, Plaintiff's primary attorney. In fact, Mr. Harris personally approved the letter written by Mr. Narahari and validated the facts alleged in it.

121. Defendants deny the averments of Paragraph 121 of the Amended Complaint. Defendants had no notice whatsoever that Plaintiff was represented by counsel in the relevant matter (the possible defamation case against her), as required by rule 4.2 of the Pennsylvania Rules of Professional Conduct. If Defendants had been told that Plaintiff was represented by

counsel regarding the possible defamation case against her, they would have communicated with her via her attorney.

122. Defendants deny the averments of Paragraph 122 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the prerequisites for class certification.

123. Defendants deny the averments of Paragraph 123 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the numerosity requirement for class certification.

124. Defendants deny the averments of Paragraph 124 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the requirement for class certification that there are common issues of fact and law that predominate over individual issues. The three purported common issues cited in Paragraph 124 are not common issues warranting class certification; among other reasons, they reflect Plaintiff's improper request for certification of a "fail-safe" class.

125. Defendants deny the averments of Paragraph 125 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the typicality requirement for class certification.

126. Defendants deny the averments of Paragraph 126 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the requirement for class certification that she would fairly and adequately represent the interests of the members of the class.

127. Defendants deny the averments of Paragraph 127 of the Amended Complaint. Plaintiff has not retained competent class action counsel who has substantial experience in the prosecution of class action cases.

128. Defendants deny the averments of Paragraph 128 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the superiority requirement for class certification. To the extent there are other individuals who believe they have claims against KM&A, individual litigation would not be

unduly burdensome and would not involve undue expense or delay. Because of the predominance of individual issues, as well as other reasons, a class action would not involve few management difficulties, would not provide any benefits with regard to unitary adjudication, economies of scale or comprehensive supervision, and would not promote judicial economy and efficiency, parity or judicial consistency. For the same reasons, the proposed conduct of this case as a class action would not conserve resources, nor is it necessary to protect the rights of putative class members, nor would it meet due process requirements or be fair to Defendants.

129. Defendants deny the averments of Paragraph 129 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the requirements for class certification, nor can she show that she or putative class members are entitled to injunctive relief.

130. Defendants deny the averments of Paragraph 130 of the Amended Complaint. It is specifically denied that Defendants engaged in any false advertising, that Plaintiff was fraudulently deceived by KM&A, that other clients were fraudulently deceived, that Plaintiff has any viable claims against KM&A, and that Plaintiff's claims can survive certification as a class action. On the contrary, Defendants' conduct was proper and lawful in all respects and Plaintiff cannot satisfy the requirements for class certification. In particular, Defendants deny the averments of each of the subparagraphs of Paragraph 130 of the Amended Complaint and state as follows:

a. Common questions do not predominate; rather, individual issues predominate over any common issues and there are not numerous persons with claims similar to those asserted by Plaintiff;

b. There is no basis for Plaintiff's estimate of the size of the putative class and Plaintiff is unable to establish numerosity;

c. Because individual issues predominate over common issues, and for other reasons, individual claims would not present any risk of inconsistent or varying adjudication or incompatible standards of conduct and/or adjudications;

d. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the averment concerning Plaintiff's awareness of other litigation;

e. Neither this forum nor any other forum is appropriate for the litigation of this case as a class action, as Plaintiff cannot satisfy the requirements for class certification;

f. Because individual issues predominate over common issues, and for other reasons, there are no complexities or expenses of claims of other persons that could warrant class certification of Plaintiff's claims;

g. Because individual issues predominate over common issues, and for other reasons, the amounts of any recoveries by other persons in comparison to the expense of litigation does not warrant class certification of Plaintiff's claims; and

h. Defendants' conduct was proper and lawful in all respects and neither Plaintiff nor members of the putative class are entitled to equitable or declaratory relief.

**ANSWER TO COUNT I**  
**Alleged Professional Negligence**  
**Wolfe v. Kraemer, Manes & Associates LLC**

131. Defendants incorporate by reference the preceding paragraphs and their New Matter.

132. The averments of Paragraph 132 of the Amended Complaint are admitted.

133. Paragraph 133 of the Amended Complaint consists of legal conclusions to which a response is not required.

134. Paragraph 134 of the Amended Complaint consists of legal conclusions to which a response is not required.

135. Paragraph 135 of the Amended Complaint consists of legal conclusions to which a response is not required. KM&A denies that it breached any duty owed to Plaintiff. KM&A denies the averments of each of the subparagraphs of Paragraph 135. On the contrary, the statute of limitations on Plaintiff's claim against her former employer did not run during the period of time she was represented by KM&A and KM&A therefore did not fail to file a timely charge, fail to inform Plaintiff of the existence of the statute of limitations or perform an adequate investigation. KM&A had an appropriate calendar system in place, it properly supervised its attorneys and staff, it assigned an appropriate volume of cases to individual attorneys and it assigned appropriate tasks to paralegals. In further answer to Paragraph 135 of the Amended Complaint, KM&A incorporates by reference its Preliminary Objections to Count I and its Brief in Support of Preliminary Objections, at 5-7.



136. Defendants deny the averments of Paragraph 136 of the Amended Complaint. The statute of limitations did not run on December 26, 2016. In further answer to Paragraph 136, KM&A incorporates by reference the preceding paragraph, its Preliminary Objections to Count I and its Brief in Support of Preliminary Objections, at 5-7.

137. Defendants deny Paragraph 137 of the Amended Complaint. The statute of limitations did not run on December 26, 2016, KM&A did not breach its duty to Plaintiff, and Plaintiff did in fact subsequently pursue a hostile work environment claim against her former employer and win a settlement. In further answer to Paragraph 137, KM&A incorporates by reference Paragraphs 135 and 136 above, its Preliminary Objections to Count I and its Brief in Support of Preliminary Objections, at 5-7.

138. Defendants deny Paragraph 138 of the Amended Complaint. The statute of limitations did not run on December 26, 2016, KM&A did not breach its duty to Plaintiff, and Plaintiff did in fact subsequently pursue a hostile work environment claim against her former employer and win a settlement. In further answer to Paragraph 138, KM&A incorporates by reference Paragraphs 135 through 137 above, its Preliminary Objections to Count I and its Brief in Support of Preliminary Objections, at 5-7.

WHEREFORE, KM&A requests that Count I be dismissed and that judgment be entered in its favor and against Plaintiff, with costs assessed against Plaintiff.

**ANSWER TO COUNT II**  
**Alleged Fraud**  
**Wolfe v. Kraemer, Manes & Associates LLC and Michael Kraemer**

139. Defendants incorporate by reference the preceding paragraphs and their New Matter. In answer to Count II of the Amended Complaint, Defendants further incorporate their Preliminary Objections to Count II and their Brief in Support of Preliminary Objections, at 7-11.

140. Defendants deny the averments of Paragraph 140 of the Amended Complaint. KM&A and Mr. Kraemer did not at any time solicit fraudulent misrepresentations. To the contrary, every single representation contained in a review or rating of KM&A on the internet, to the best of KM&A's and Mr. Kraemer's knowledge, was the honest, good faith, legitimate, and accurate version of that individual person's opinions, experiences, or knowledge relating to the firm.

141. Defendants deny the averments of Paragraph 141 of the Amended Complaint. KM&A and Mr. Kraemer did not at any time solicit fraudulent misrepresentations. To the contrary, every single representation contained in a review or rating of KM&A on the internet, to the best of KM&A's and Mr. Kraemer's knowledge, was the honest, good faith, legitimate, and accurate version of that individual person's opinions, experiences, or knowledge relating to the firm.

142. Defendants deny the averments of Paragraph 142 of the Amended Complaint. KM&A and Mr. Kraemer did not at any time solicit fraudulent misrepresentations. To the contrary, every single representation contained in a review or rating of KM&A on the internet, to the best of KM&A's and Mr. Kraemer's knowledge, was the honest, good faith, legitimate, and

accurate version of that individual person's opinions, experiences, or knowledge relating to the firm.

143. Defendants deny the averments of Paragraph 143 of the Amended Complaint. KM&A and Mr. Kraemer did not at any time solicit fraudulent misrepresentations. To the contrary, every single representation contained in a review or rating of KM&A on the internet, to the best of KM&A's and Mr. Kraemer's knowledge, was the honest, good faith, legitimate, and accurate version of that individual person's opinions, experiences, or knowledge relating to the firm. Therefore, there was no reliance by Plaintiff on any fraudulent reviews.

144. Defendants deny the averments of Paragraph 144 of the Amended Complaint. KM&A and Mr. Kraemer did not at any time solicit fraudulent misrepresentations. To the contrary, every single representation contained in a review or rating of KM&A on the internet, to the best of KM&A's and Mr. Kraemer's knowledge, was the honest, good faith, legitimate, and accurate version of that individual person's opinions, experiences, or knowledge relating to the firm. Therefore, there was no reliance by Plaintiff on any fraudulent reviews and her engagement of KM&A was not caused by any such reviews.

145. Defendants deny the averments of Paragraph 145 of the Amended Complaint. Plaintiff did not suffer damages arising out of her attorney-client relationship with KM&A, and to the extent she incurred any damages, those damages were not proximately caused by events preceding her decision to hire KM&A.

146. Defendants deny the averments of Paragraph 146 of the Amended Complaint. KM&A and Mr. Kraemer did not act with malice or reckless indifference to the rights of their prospective clients or to Plaintiff and acted properly and lawfully in all respects. To the contrary,

KM&A fights every day for the rights of individuals who are harmed and who rely on KM&A for aggressive and professional representation.

147. Defendants deny the averments of Paragraph 147 of the Amended Complaint. Plaintiff did not suffer damages arising out of her attorney-client relationship with KM&A, and to the extent she incurred any damages, those damages were not proximately caused by events preceding her decision to hire KM&A.

WHEREFORE, KM&A and Michael Kraemer request that Count II be dismissed and that judgment be entered in their favor and against Plaintiff, with costs assessed against Plaintiff.

**ANSWER TO COUNT III**  
**Alleged Negligent Misrepresentation**  
**Wolfe v. Kraemer, Manes & Associates LLC, Michael Kraemer, and Prabhu Narahari**

148. Defendants incorporate by reference the preceding paragraphs and their New Matter. In answer to Count III of the Amended Complaint, Defendants further incorporate their Preliminary Objections to Count III and their Brief in Support of Preliminary Objections, at 11-14.

149. Defendants deny the averments of Paragraph 149 of the Amended Complaint. Defendants never solicited false information, never asked anyone to post anything deceptive, and to the best of Defendants' knowledge, everything positive contained in the reviews and ratings for KM&A on the internet is accurate and represents the legitimate, good faith opinions, experiences, and knowledge of private individuals who chose to publish those posts.

150. Defendants deny the averments of Paragraph 150 of the Amended Complaint. Any individual with an internet connection is free to publish a review or rating of any business.

Review sites allow anyone to publish their reviews, and the businesses themselves do not have any control over which reviews are published and which are not. Furthermore, Defendants never solicited false information, never asked anyone to post anything deceptive, and to the best of Defendants' knowledge, everything positive contained in the reviews and ratings for KM&A on the internet is accurate and represents the legitimate, good faith opinions, experiences, and knowledge of private individuals who chose to publish those posts. Accordingly, Defendants deny that they had a duty to use reasonable care in ensuring that online reviews were written by "actual clients." In addition, for the above reasons, Defendants exercised reasonable care with respect to online reviews of the firm.

151. Defendants deny the averments of Paragraph 151 of the Amended Complaint. To the best of Defendants' knowledge, none of the Google reviews is false in any way.

152. Defendants deny Paragraph 152 of the Amended Complaint. To the best of Defendants' knowledge, none of the Google reviews is false in any way. Plaintiff therefore could not have relied on allegedly false reviews in deciding to hire KM&A.

153. Defendants deny the averments of Paragraph 153 of the Amended Complaint. To the best of Defendants' knowledge at the time, the statements contained in Mr. Narahari's September 22, 2017 letter were true and based on the information provided by Mr. Harris. Accordingly, Narahari exercised reasonable care in his communications with Plaintiff.

154. Defendants deny the averments of Paragraph 154 of the Amended Complaint. Narahari did not make any misrepresentations. Accordingly, Plaintiff could not have relied on any alleged misrepresentations, nor could she have incurred any emotional distress or any other damages as a result of such alleged misrepresentations.

155. Defendants deny the averments of Paragraph 155 of the Amended Complaint. To the best of Defendants' knowledge, none of the Google reviews are fraudulent in any way, and the alleged fraudulent Google reviews could not have proximately caused any of Plaintiff's alleged damages.

WHEREFORE, Defendants request that Count III be dismissed and that judgment be entered in their favor and against Plaintiff, with costs assessed against Plaintiff.

**ANSWER TO COUNT IV**  
**Alleged Civil Conspiracy**  
**Wolfe v. Kraemer, Manes & Associates LLC, Michael Kraemer, and Prabhu Narahari**

156. Defendants incorporate by reference the preceding paragraphs and their New Matter. In answer to Count IV of the Amended Complaint, Defendants further incorporate their Preliminary Objections to Count IV and their Brief in Support of Preliminary Objections, at 14-15.

157. Defendants deny the averments of Paragraph 157 of the Amended Complaint. Neither KM&A nor Mr. Kraemer incentivized KM&A's employees or anyone else to solicit false reviews, nor did they direct employees to conspire with anyone to solicit fraudulent misrepresentations. To the best of Defendants' knowledge, none of the positive reviews or ratings of KM&A is false in any way or contain fraudulent misrepresentations.

158. Defendants deny the averments of Paragraph 158 of the Amended Complaint. To the best of Defendants' knowledge, none of the positive reviews or ratings of KM&A is fraudulent in any way. Accordingly, KM&A's employees could not have conspired with anyone to write alleged fraudulent reviews.

159. Defendants deny the averments of Paragraph 159 of the Amended Complaint. There was no conspiracy to defraud prospective clients, and there were no false reviews. Accordingly, neither KM&A nor Mr. Kraemer took any overt acts in furtherance of the alleged conspiracy and, in particular, they did not offer paid time off in exchange for soliciting alleged false reviews.

160. Defendants deny the averments of Paragraph 160 of the Amended Complaint. There was no conspiracy to defraud prospective clients, and there were no false reviews. Mr. Narahari's letter to Plaintiff was based in good faith on information provided by Mr. Harris, who approved the letter.

161. Defendants deny the averments of Paragraph 161 of the Amended Complaint. Defendants did not act with malice or reckless indifference to the rights of prospective clients or to Plaintiff. Defendants deny that they engaged in the alleged "above acts" and incorporate by reference Paragraphs 156 through 160 above.

162. Defendants deny the averments of Paragraph 162 of the Amended Complaint. The alleged conspiracy did not exist and Plaintiff therefore could not have suffered any damages as a result of the alleged conspiracy.

WHEREFORE, Defendants request that Count IV be dismissed and that judgment be entered in their favor and against Plaintiff, with costs assessed against Plaintiff.

**ANSWER TO COUNT V**  
**Alleged Violations of the UTPCPL**  
**Wolfe v. Kraemer, Manes & Associates LLC**

163. Defendants incorporate by reference the preceding paragraphs and their New Matter. In answer to Count V of the Amended Complaint, Defendants further incorporate their Preliminary Objections to Count V and their Brief in Support of Preliminary Objections, at 16-19.

164. Paragraph 164 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they solicited false and/or misleading online reviews or that they engaged in any unfair methods of competition or unfair or deceptive acts or practices. Defendants acted properly and lawfully in all respects. Defendants deny the averments of each of the subparagraphs of Paragraph 164 and in particular (i) did not cause likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of any goods or services, (ii) did not cause likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another, (iii) made no misrepresentations concerning any goods or services, and (iv) did not engage in any fraudulent or deceptive conduct.

165. Defendants deny the averments of Paragraph 165 of the Amended Complaint. Defendants deny that the above conduct—meaning alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law—occurred. KM&A did not engage in any fraudulent, deceptive, unfair, or unlawful conduct in violation of that or any other law.



166. Defendants deny the averments of Paragraph 166 of the Amended Complaint. Defendants deny that the above conduct—meaning alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law—occurred. KM&A did not engage in any fraudulent, deceptive, unfair, or unlawful conduct in violation of that or any other law.

167. Defendants deny the averments of Paragraph 167 of the Amended Complaint. Defendants deny that the above conduct—meaning alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law—occurred. KM&A did not engage in any fraudulent, deceptive, unfair, or unlawful conduct in violation of that or any other law.

168. Defendants deny the averments of Paragraph 168 of the Amended Complaint. Defendants deny that the above conduct—meaning alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law—occurred. KM&A did not engage in any fraudulent, deceptive, unfair, or unlawful conduct in violation of that or any other law.

169. Defendants deny the averments of Paragraph 169 of the Amended Complaint. Defendants deny that the above conduct—meaning alleged violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law—occurred. KM&A did not engage in any fraudulent, deceptive, unfair, or unlawful conduct in violation of that law. Accordingly, Plaintiff could not have suffered any ascertainable loss of money as the result of the conduct alleged in the Amended Complaint.

WHEREFORE, KM&A requests that Count V be dismissed and that judgment be entered in its favor and against Plaintiff, with costs assessed against Plaintiff.

**ANSWER TO COUNT VI**  
**Alleged Violations of Civil RICO**  
**Wolfe v. Kraemer, Manes & Associates LLC, Michael Kraemer, and Prabhu Narahari**

170. Defendants incorporate by reference the preceding paragraphs and their New Matter. In answer to Count VI of the Amended Complaint, Defendants further incorporate their Preliminary Objections to Count VI and their Brief in Support of Preliminary Objections, at 20-25.

171. Defendants deny the averments of Paragraph 171 of the Amended Complaint. KM&A does not advertise in West Virginia.

172. Defendants deny the averments of Paragraph 172 of the Amended Complaint. Defendants did not participate in a pattern of racketeering activity. Defendants acted properly and lawfully in all respects and did not defraud Plaintiff or anyone else.

173. Defendants deny the averments of Paragraph 173 of the Amended Complaint. Defendants did not engage in any activity to create a fraudulent media presence of reviews. Defendants acted properly and lawfully in all respects and did not defraud Plaintiff or anyone else.

174. Paragraph 174 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they engaged in wire fraud or any other form of fraud. Defendants acted properly and lawfully in all respects.

175. Paragraph 175 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they engaged in any racketeering activity. Defendants acted properly and lawfully in all respects.

176. Paragraph 176 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they conducted the affairs of an enterprise through a pattern of racketeering activity. Defendants did not engage in any racketeering activity and acted properly and lawfully in all respects.

177. Paragraph 177 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they engaged in any conspiracy in violation of 18 U.S.C. § 1962(d) or otherwise. Defendants acted properly and lawfully in all respects.

178. Paragraph 178 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that they engaged in any racketeering activity, and no individuals ever posted reviews of KM&A under the guise that they were clients. Defendants acted properly and lawfully in all respects.

179. Paragraph 179 of the Amended Complaint consists of legal conclusions to which a response is not required. Defendants deny that Plaintiff suffered any damages as a direct and proximate result of any alleged racketeering activities on the part of Defendants, as no such racketeering activities ever occurred.

WHEREFORE, Defendants request that Count VI be dismissed and that judgment be entered in their favor and against Plaintiff, with costs assessed against Plaintiff

**NEW MATTER**

180. Defendants incorporate by reference the preceding paragraphs.

**KM&A did not Commit Malpractice**

181. The statute of limitations on Plaintiff's underlying purported hostile work environment claim did not run on December 26, 2016.

182. Plaintiff continued to remain employed with virtually all of the same coworkers for months after her alleged sexual assault on March 1, 2016, and she continued to experience the same alleged retaliation and hostile conditions she complained about up to March 1, 2016.

183. At the time Plaintiff terminated KM&A, KM&A advised her that her claims were still viable and could be filed under a continuing violation theory.

184. On information and belief, Plaintiff did in fact file her hostile work environment claim with her new counsel, litigate that claim under the continuing violation theory, and settle that claim for a monetary award.

185. Now Plaintiff seeks to recover damages that she has already received for a case she has already settled.

**Plaintiff's Underlying Purported Hostile Work Environment Claim was Weak and of No or Limited Value**

186. Plaintiff never suffered an adverse employment action such as demotion, promotion denial, or termination from her employer during the course of the alleged hostile work environment, or at any other time.

187. Plaintiff made the decision never to report her alleged harasser to management because, in her own words, she didn't "want[] to see him lose his job and make him or his family suffer."

188. Plaintiff's employer finally found out about the alleged harassment because a representative of the employer saw a tape of Plaintiff discussing her alleged harassment with another coworker.

189. Plaintiff realized the tape could inadvertently reveal her conversation discussing the alleged harassment that she had so far avoided bringing to the attention of the employer.

190. Plaintiff stated in her own words that "everything could have been on [the tape]," and she "didn't want Mike reviewing the tape and going to Doug," so as soon as they returned to the station, she "asked if he could pull the tape."

191. After Plaintiff's employer finally learned about her allegations of harassment, it promptly investigated and terminated the man she accused of harassing her.

192. Plaintiff continued to work for the same employer for several months after that incident, and ultimately resigned voluntarily to take another job where she made more money.

193. Plaintiff suffered no lost wages or adverse employment action as a result of the alleged hostile work environment or harassment.

194. Regardless of any possible statute of limitations issue, Plaintiff's claim was subject to significant defenses, and her ability to win her case against the employer at trial was always in serious doubt, because of, among other reasons, her lack of damages, lack of reporting, and the lack of legal culpability on the part of the employer.

195. Plaintiff's case against her employer would likely have settled, at most, for nuisance value, regardless of any possible statute of limitations issue.

196. If Plaintiff's claims of sexual assault are true, then she did have a viable case for civil assault and battery against the man she accused.

197. The statute of limitations for civil assault and battery is two years.

198. Based on information and belief, Plaintiff failed to pursue her civil assault and battery case.

199. Plaintiff was represented by counsel at the time the statute of limitations expired for her civil assault and battery claim.

200. Plaintiff failed to mitigate any damages she alleges she incurred in connection with KM&A's representation of her.

#### **Class Certification is Impossible**

201. Plaintiff's request that Counts II through VI be certified as class action claims is purely frivolous.

202. The reasons why Counts II through VI are not appropriate for class certification are numerous and include: (i) Plaintiff's failure to define an ascertainable class and her improper attempted request for certification of a "fail-safe" class; (ii) Plaintiff's inability to show commonality; (iii) Plaintiff's inability to show typicality; (iv) Plaintiff's inability to show that she and her counsel could adequately represent the proposed class; (v) Plaintiff's inability to show predominance of class-wide issues over individual issues (due to, among other reasons, the requirement that Plaintiff prove justifiable reliance in connection with her claims of common law fraud, negligent misrepresentation, alleged violations of the UTPCPL and alleged violations of RICO); (vi) Plaintiff's inability to show that she would adequately represent the interests of putative class members; and (vii) Plaintiff's inability to show that her counsel is competent and experienced with the prosecution of class-wide claims.

203. In addition, the vast majority of the putative class members received excellent legal representation from KM&A, enjoyed positive outcomes, ended their relationship with the firm on positive terms, did not rely to their detriment on any alleged misrepresentations and incurred no damages.

204. Because Plaintiff is frivolously requesting class certification with respect to claims that clearly are not proper for class certification, Defendants at the appropriate time will request the imposition of sanctions on Plaintiff and her counsel, including an award of all attorney fees and costs incurred by Defendants in opposing class certification.

**The Statute of Limitations Bars Counts II, III, and IV**

205. Count II of the Amended Complaint purports to assert a cause of action for fraud.

206. Count III of the Amended Complaint purports to assert a cause of action for negligent misrepresentation.

207. Count IV of the Amended Complaint purports to assert a cause of action for civil conspiracy for fraud.

208. The statute of limitations for fraud is two years. 42 Pa.C.S. § 5524.

209. The statute of limitations for negligent misrepresentation is two years. 42 Pa.C.S. § 5524.

210. The statute of limitations for civil conspiracy is two years. 42 Pa.C.S. § 5524.

211. Plaintiff hired KM&A on December 1, 2016, after she allegedly viewed and relied on the public reviews and ratings of KM&A.

212. If Plaintiff had a cause of action against KM&A for fraud, negligent misrepresentation, or civil conspiracy for fraud, that cause of action accrued no later than December 1, 2016.

213. Two years from December 1, 2016 is December 1, 2018.

214. The present case was filed on December 11, 2018, more than two years after Plaintiff's alleged causes of action for fraud, negligent misrepresentation, or civil conspiracy for fraud accrued.

215. Therefore, Counts II, III, and IV of the Amended Complaint are barred by the statute of limitations.

216. Although Plaintiff claims that she first discovered the allegedly false reviews in December 2018, she either had discovered the relevant alleged facts regarding KM&A's online reviews, or she could have reasonably discovered such underlying facts by exercising the diligence required by law.

217. Many facts were publicly and obviously available to make Plaintiff aware on or before December 1, 2016 that some of the positive reviews from KM&A were made by non-clients.

218. For instance, Plaintiff was able to determine on her own by the filing of the Amended Complaint that the September 29, 2016 five-star rating by "Briana S" was made by Briana Schweizer.

219. Briana Schweizer is publicly listed on KM&A's website as its office manager and is one of the staff members Plaintiff talked to on December 1, 2016.

220. Plaintiff also was able to determine on her own that the September 28, 2016 review by Natasha Richardson was made by a KM&A paralegal who is also publicly listed as a KM&A staff member.



221. Even more obviously, the review by Natasha Richardson states, “Very happy to be of service to the clients who need our services. Our job is to make the experience as painless as possible.”

222. As a further example, the June 23, 2015 review by Matthew Love makes it clear that he was an employee of KM&A when he states, “I’ve had the pleasure of working with some of the attorneys at Kraemer, Manes & Associates and can say that this firm is truly incredible. Their attorneys are easy to reach, extremely knowledgeable, and highly dedicated to resolving their clients’ legal issues while protecting their rights. I highly recommend Kraemer, Manes & Associates if you are looking for a top-notch legal professional to advise and/or represent you.”

223. Through reasonable diligence, Plaintiff could have discovered that some of the positive reviews of KM&A were posted by non-clients and/or employees on or before December 1, 2016.

224. Plaintiff was represented continuously by counsel following her termination of KM&A.

225. Plaintiff was represented by counsel on December 1, 2018, when the statute of limitations ran for Counts II, III, and IV.

**KM&A’s Positive Reviews are Accurate**

226. Every single positive review of KM&A on Google contains the good faith and accurate opinions, experiences, and knowledge of the firm as posted by the individual reviewer.

227. None of the positive reviews of KM&A on Google contains any information that is false or misleading.

228. No positive reviews were posted for KM&A on Google by non-clients who pretended to be clients.

229. At no time did KM&A ever ask or encourage anyone to lie or post anything deceptive on Google.

230. Any Google user is free to post his or her opinions about a business in the form of a rating or review.

231. Just because a person works for KM&A does not mean that person has no relevant opinions, experience, or knowledge about the firm.

232. In fact, a person who works for KM&A has a great deal of information on which to base a review or rating of the firm if he or she chooses to post that information publicly.

233. A person who knows KM&A or its staff personally or has worked with them in a professional setting has sufficient information on which to base a review or rating of the firm if he or she chooses to post that publicly.

234. Furthermore, many KM&A employees and friends of the firm have received legal representation, informal legal consultation, or personal service from the KM&A staff.

235. A rating or review is not fraudulent, false, deceptive, or misleading merely because it is posted by a non-client.

**KM&A's Five-Star Google Rating was not Affected by Non-Client Reviews**

236. On or about December 1, 2016, when Plaintiff hired KM&A, she saw that the firm had a five-star rating on Google based on its reviews and ratings.

237. Even if all of the non-client reviews had been disregarded, except for the two negative reviews (by persons who identified themselves as non-clients), Plaintiff still would have seen a five-star rating of KM&A. *See* Exhibit 1.

238. The only two negative reviews on KM&A's Google profile at the time Plaintiff hired KM&A were from individuals who state in the text that they were not clients of KM&A.

239. Of course, individual businesses have no ability to force individuals to write reviews or to delete reviews they do not want to be publicly available.

**The Amended Complaint Relies on Confidential Business Information about KM&A that Plaintiff Received from a Disgruntled Former Employee**

240. After this action was initiated by filing a praecipe for writ of summons, Plaintiff received confidential information about KM&A's marketing and business practices from defendant Martell Harris and other former employees.

241. Mr. Harris is a disgruntled former employee who was fired from KM&A for cause.

242. If there had been any malpractice on the part of KM&A, Mr. Harris is the KM&A employee who committed that malpractice as Plaintiff's attorney when the statute of limitations allegedly expired.

243. After being fired, Mr. Harris warned KM&A employees that "something is coming," insinuating revenge.

244. By disclosing KM&A's confidential business and marketing information, Mr. Harris breached his contractual obligations to KM&A.

**Ms. Wolfe's Claims are Brought in Bad Faith**

245. Plaintiff's primary legal counsel is a direct competitor of KM&A as a plaintiffs' employment lawyer in Pittsburgh.

246. If KM&A is harmed by this litigation, that benefits Plaintiff's counsel as a direct competitor.

247. KM&A is being harmed by the financial burdens of this litigation and the irreparable damage to its reputation from the baseless and sensational, but very public allegations in Plaintiff's Amended Complaint.

248. KM&A is being harmed by the media coverage of this case, which, on information and belief, has been fueled and encouraged by Plaintiff's counsel.

249. Counts II through VI of this action are based on a frivolous legal theory that non-client reviews are inherently false, fraudulent, misleading, deceptive, and/or unfair.

250. Plaintiff and her counsel know, or should know, that none of the positive reviews for KM&A on Google are actually false, fraudulent, misleading, deceptive, and/or unfair.

251. Plaintiff and her counsel know, or should know, that without a non-frivolous legal theory and without sufficient factual basis, that pursuing Counts II through VI (and requesting class certification with respect to such claims) is unethical, unlawful and represents the wrongful use of civil proceedings.

252. In addition, Plaintiff and her counsel are now aware, through Exhibit 1 attached hereto, that KM&A's five-star rating was warranted even if the favorable non-client reviews are ignored. This confirms beyond any doubt whatsoever Plaintiff could not have been damaged by her purported reliance on KM&A's five-star rating and any continued pursuit of Counts II through VI would reflect bad faith in the extreme.

**Plaintiff's Own Counsel Christine Elzer has Numerous "False" Google Reviews**

253. Plaintiff's primary legal counsel, Ms. Elzer, has received multiple Google reviews from non-clients.

254. As of the date the Amended Complaint was filed, Ms. Elzer had seven positive Google reviews for her business.

255. Over half of Ms. Elzer's Google reviews—four or five—were written by non-clients.

256. Ms. Elzer received a positive Google review from an individual with the screen name Dennis McMaster in which the reviewer makes it clear he was not represented by Ms. Elzer.

257. Despite not having represented Dennis McMaster, Ms. Elzer thanked him for his positive review and affirmed it with her own comment.

258. Ms. Elzer received a positive Google review from an individual with the screen name Fred Depriest, and Ms. Elzer many months later publicly stated that she did not represent that reviewer.

259. Ms. Elzer received another positive Google review from a second individual with the screen name Fred Depriest, and Ms. Elzer many months later publicly admitted that she did not represent that reviewer.

260. Ms. Elzer received a positive Google review from an individual with the screen name anthony moralesr, and based on information and belief, Ms. Elzer did not represent that reviewer.

261. Ms. Elzer received a positive Google review from an individual with the screen name John Carter, Jr, and Ms. Elzer later publicly stated that she did not represent that reviewer.

262. Only two out of the seven positive Google reviews for Ms. Elzer—Lauren Tomer and Zachary Benkovitz—appear to be from actual clients that Ms. Elzer represented.

263. Plaintiff did not know that many of the reviews praising Ms. Elzer were posted by non-clients at the time she hired Ms. Elzer.

264. Based on information and belief, Plaintiff relied on Ms. Elzer's Google reviews when selecting her as an attorney, just as she claims to have relied on KM&A's Google reviews.

265. If non-client reviews are inherently false, misleading, deceptive, or fraudulent to the public and potential clients, then Plaintiff was defrauded by Ms. Elzer's non-client Google reviews into hiring Ms. Elzer.

266. If non-client reviews are inherently false, misleading, deceptive, or fraudulent to the public and potential clients, Ms. Elzer is guilty of the same legal violations of which Plaintiff accuses KM&A.

267. The presence of non-client reviews on Ms. Elzer's own attorney's Google business page actually demonstrates how common the practice of leaving non-client reviews is.

268. The truth, clear and obvious to any reasonable person, is that anyone who wants to share his or her opinions, knowledge, or experience regarding Ms. Elzer is free to do so in the form of a Google review, and by doing so that person is not participating in a criminal racketeering enterprise or a conspiracy to defraud the public.

**Additional Claim-Specific New Matter**

269. Counts II through VI fail to state valid causes of action because they fail to allege, and Plaintiff is unable to prove, that Defendants made any misrepresentations to her.

270. Except for a bare allegation that she suffered "emotional distress" (for which Plaintiff may not recover for reasons set forth below), the only damages claimed by Plaintiff in Counts II through VI are the damages related to the alleged legal malpractice – *i.e.*, the alleged loss of her claim for hostile work environment due to the alleged running of the statute of limitations.

271. Although Plaintiff alleges that she retained KM&A in reliance on favorable reviews of KM&A, Plaintiff cannot establish that her act of retaining KM&A was the proximate cause of any damages she may have later incurred through the alleged malpractice. Plaintiff's alleged harm – the supposed running of the statute of limitations on her hostile work environment claim – could not be regarded as foreseeable by an ordinary person as the natural and probable outcome of Plaintiff's decision to retain KM&A because of its positive reviews.

272. To the extent that Plaintiff incurred compensable harm through the loss of a claim against her former employer – which Defendants deny – any such harm was due to the subsequent and causally-removed alleged professional negligence, not from any reliance Plaintiff says she placed on positive online reviews by third parties that led her to engage KM&A.

273. For the reasons set forth above in Paragraphs 269 through 272, Plaintiff cannot establish that the damages she seeks to recover in Counts II through VI were proximately caused by the wrongful conduct alleged in those accounts related to the firm's favorable online reviews.

274. Count III of the Amended Complaint is barred by the economic loss doctrine.

275. Plaintiff cannot recover damages for alleged emotional distress (alleged in Count III of the Amended Complaint) because of the absence of any physical impact or physical injury, and also because of the absence of a physical manifestation of the alleged emotional distress.

276. Count IV fails to state a valid claim for civil conspiracy because it fails to allege, and Plaintiff is unable to prove, that a valid underlying cause of action exists with respect to the conduct allegedly undertaken on behalf of the supposed conspiracy.

277. Count V fails to state a valid claim for violation of the Unfair Trade Practices and Consumer Protection Law (UTPCPL), and Plaintiff is unable to prove such a violation, because the UTPCPL does not apply to conduct of attorneys in connection with the practice of law.

278. Any verdict or judgment in favor of Plaintiff on Count V would violate Article V, Section 10(c) of the Pennsylvania Constitution, which confers on the Supreme Court of Pennsylvania the exclusive power to regulate the conduct of attorneys qua attorneys.

**Reservation**

279. Defendants reserve the right to demand, through the filing of appropriate motions and/or the initiation of litigation upon termination of this action in Defendants' favor, that damages be assessed against Plaintiff, her counsel and all other responsible parties as a result of the improper filing and maintenance of this action. Such claims include, but are not limited to Defendants' claims for compensatory damages, punitive damages, attorneys' fees and other expenses incurred in defending this action, and the damages caused by Plaintiff's wrongful use of civil proceedings, *i.e.*, her initiation and maintenance of this action in a grossly negligent manner and without probable cause, and primarily for a purpose other than that of securing the proper adjudication of the claims on which the proceeding purports to be based, as authorized by 42 Pa.C.S. §§ 8351, *et seq.*

WHEREFORE, Defendants request that judgment be entered in their favor and



against Plaintiff on all counts, with costs assessed against Plaintiff.

*Michael J. Betts*

Michael J. Betts  
Pa. I.D. No. 33378  
Michael J. Betts LLC  
235 Alpha Drive, Suite 301B  
Pittsburgh, PA 15238  
(412) 935-7073  
Email: [mbetts@bettsllc.com](mailto:mbetts@bettsllc.com)

Counsel for Defendants,  
Kraemer, Manes & Associates  
LLC, Prabhu Narahari and  
Michael Kraemer

Date: June 20, 2019

# EXHIBIT 1


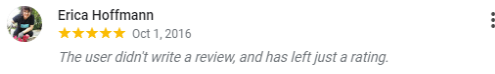

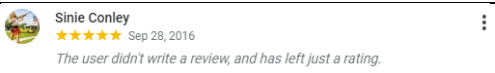
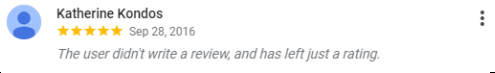
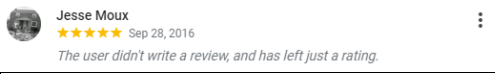
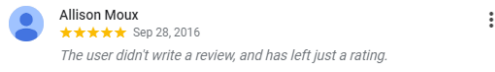
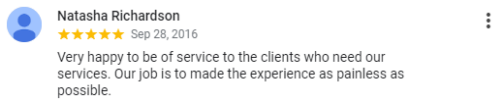
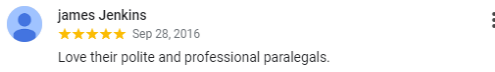
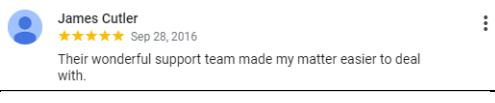

All Google reviews prior to December 1, 2016 (the date that Wolfe retained KM&A)


















Access date: 2/11/2019
















INCLUDING ALL REVIEWS
59 total reviews
57 5-star reviews
2 1-star reviews
Total estimated raw rating: <b><u>4.864</u></b>
<b>Rounded star rating: 5 stars</b>














ONLY CONFIRMED REVIEWS (Clients, Legal Services, Consultations, Advice, Business Dealings, Representation.)
38 Total reviews
37 5-star reviews
1 1-star review
Total estimated raw rating: <b><u>4.8947</u></b>
<b>Rounded star rating: 5 stars</b>




\*Note if the person is unknown, they could easily have called for a consultation and left a review.

REVIEW (screenshot)	CLIENT	NOTES
	CLIENT	
		Family Friend
		Employee, Assisted KM&A Attorneys
		Unknown
		Unknown
		Family Friend
		Family Friend
	CLIENT	
	CLIENT	
	CLIENT	
		Unknown/Friend

 <p><b>Deborah DeWitt</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>CHRISTINE POPOVICH</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>Lindsay McBain</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>susan cottom</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>Lennett Reeves</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>susan harbaugh</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>Samuel Hart</b>  ★★★★★ Sep 27, 2016  Most professional and respectful people I have ever met. They made me feel like family and I would highly recommend them to everyone</p>	⋮	<b>CLIENT</b>	
 <p><b>April Marie</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>Cindy Williams</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮	<b>CLIENT: Did consultation with KM&amp;A</b>	
 <p><b>raymond conley</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮	<b>CLIENT: Did consultation with KM&amp;A</b>	
 <p><b>Fran Zukiewicz</b>  ★★★★★ Sep 27, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮		Unknown/Friend
 <p><b>George Kelly</b>  ★★★★★ Sep 19, 2016  I am writing today to convey my complete satisfaction with the service provided by Sean Ruppert, Esq. at Kraemer Manes &amp; Associates. Throughout my case, Mr. Ruppert was quick to respond to my needs and inquiries. He showed support, professionalism, and determination throughout the 7 months my case was on-going. Upon the settlement of my case, I felt Mr. Ruppert did everything in his power to ensure this process had truly been as smooth and comfortable as possible. I would highly recommend Mr. Ruppert AND Kraemer Manes &amp; Associates. I could not have asked for a better attorney. Thank you!!!</p>	⋮	<b>CLIENT</b>	
 <p><b>Isaac Morales</b>  ★★★★★ Jul 6, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮	<b>CLIENT</b>	
 <p><b>C Mccandless</b>  ★★★★★ May 31, 2016  <i>The user didn't write a review, and has left just a rating.</i></p>	⋮	<b>CLIENT</b>	
 <p><b>Steve Daniele</b>  ★★★★★ Jan 21, 2016  David Manes has been a valuable resource for our company. He's honest, fair and always helpful. We feel very comfortable referring our business partners to him without qualm.</p>	⋮	<b>CLIENT</b>	
 <p><b>DARRYL HARRINGTON</b>  ★★★★★ Dec 1, 2015  Spoke to them twice My Osha cases was to big for them to handle small firm but I believe there very professional because they listen to me without me telling them I called before and without them knowing I had 2 cases in 3 month apart this is a Eeoc cases they were great listener I spoke mr Kramer before he was polite mr Manes was also</p>	⋮	<b>CLIENT</b>	
 <p><b>Rachel Ehrlichman</b>  ★☆☆☆☆ Jul 31, 2015  This office wouldn't even give me the time of day. I called and before explaining my case, I said "well, it's kind of a long story" and the man I spoke with had the nerve to say "I don't really have time for long stories. Can you shorten it to about 1-2 sentences? That'd be great". I not only find it extremely rude but also very unprofessional to not even want to take the time to hear out the primary details about my case. I'd steer clear of this place and find someone who will actually do their job.</p>	⋮		One of two negative reviews – admits she was not a client

<p> <b>P.A. Hitman</b>  ★★★★☆ Jul 20, 2015</p> <p>The guy I spoke to on the phone literally laughed at me when I told him I wouldn't pay a \$25 fee to tell someone about my case. That was very degrading and I can't believe someone that would consider themselves professional would ever laughed at someone on the phone and hang up on them. This place is very very disrespectful and unprofessional. Don't waste your time calling them.</p> <p> (owner)  Jul 22, 2015</p> <p><i>Hey Dan, give me a call directly, 412-626-5560. I don't know who you spoke with, but I am happy talk. Can you call me at 9am tomorrow (I have about a half hour)? Thanks Dan!</i></p> <p><i>Update: 7/22 - I still have not heard from you regarding your issue. I don't think you spoke to our firm because we only have free initial consultations.</i></p>		<p>One of two negative reviews – admits he was not a client. Might be a mistake, never heard back.</p>
<p> <b>Amanda Zachry</b>  ★★★★★ Jun 25, 2015</p> <p>If you need good advice or representation, look no further.</p>	<p><b>Family of Advice/Consult. CLIENT</b></p>	
<p> <b>Matthew Love</b>  ★★★★★ Jun 23, 2015</p> <p>I've had the pleasure of working with some of the attorneys at Kraemer, Manes &amp; Associates and can say that this firm is truly incredible. Their attorneys are easy to reach, extremely knowledgeable, and highly dedicated to resolving their clients' legal issues while protecting their rights. I highly recommend Kraemer, Manes &amp; Associates if you are looking for a top-notch legal professional to advise and/or represent you.</p>		<p>Former Employee, Assisted KM&amp;A Attorneys</p>
<p> <b>Tom Schmaus</b>  ★★★★★ Jun 22, 2015</p> <p>Professional service.</p>	<p><b>CLIENT</b></p>	
<p> <b>Duncan Henricks</b>  ★★★★★ Jun 18, 2015</p> <p>David Manes, of Kraemer, Manes &amp; Associates has been an amazing help as I have gotten my small business of the ground here in Pittsburgh. He is knowledgeable, responsive and most importantly, a great listener who takes the time to understand your needs in and out. Do not hesitate to contact David or his partner for your legal needs.</p>	<p><b>CLIENT</b></p>	
<p> <b>Benjamin Rosenthal</b>  3 reviews  ★★★★★ 3 years ago</p> <p>David and Michael are honest, straightforward, knowledgeable, and trustworthy. I recommend them highly.</p>	<p><b>CLIENT</b></p>	
<p> <b>Ron Rick</b>  ★★★★★ 3 years ago</p>		<p>Family Friend</p>
<p> <b>Siegel and Company PC</b>  1 review  ★★★★★ 3 years ago</p> <p>Kraemer, Manes &amp; Associates has helped my small business with various legal matters and I was extremely pleased with the outcomes. I worked with David Manes who took the time to answer all the questions I had and gave very clear and effective solutions to the issues at hand. David is extremely professional and a person who I admire for his integrity and his great respect for the law. I highly recommend the law firm of Kraemer, Manes &amp; Associates.</p>	<p><b>CLIENT</b></p>	
<p> <b>Shannon Staley</b>  2 reviews · 5 photos  ★★★★★ 3 years ago</p> <p>Working with David has been a tremendously positive experience. Professional, prompt, and courteous are the words I would use to describe him. The service has been tremendous, and very pleased with the services Kraemer, Manes &amp; Associates has provided our team.</p>	<p><b>CLIENT</b></p>	
<p> <b>Ken K.</b>  6 reviews  ★★★★★ 3 years ago</p>	<p><b>CLIENT</b></p>	
<p> <b>Jerry Scheller</b>  2 reviews  ★★★★★ 3 years ago</p> <p>I couldn't have asked for a smoother and easier process in setting up my LLC than working with David and his practice. I trusted everything was in good hands. They walked me through the process to make sure my business partner and I understood everything. David is a great guy too! Always serving his clients' needs.</p>	<p><b>CLIENT</b></p>	
<p> <b>David Price</b>  2 reviews  ★★★★★ 3 years ago</p> <p>I highly regard and recommend Attorney David Manes of Kraemer, Manes &amp; Associates. As a small business private school administrator facing two claims of discrimination, Attorney Manes has demonstrated superior knowledge of the law regarding our cases, tremendous professionalism, and unbiased understanding of our business practices. Working with Mr. Manes, I feel secure in my position, educated to the letter of the law, and have been given his unwavering support. I would recommend any business, large or small, to seeking Attorney Manes' legal advice and services. – Thank you, Attorney, Manes.</p>	<p><b>CLIENT</b></p>	
<p> <b>Karen McDonough</b>  2 reviews  ★★★★★ 3 years ago</p> <p>David Manes is a valuable asset to any business owner, and a true professional. It has been a pleasure working with him.</p>	<p><b>CLIENT</b></p>	
<p> <b>Sara Miller</b>  ★★★★★ 3 years ago</p>		<p>Family Friend</p>

 <p><b>Michelle Masters</b> 1 review ★★★★★ 3 years ago</p>	<p><b>CLIENT / Represented her family members</b></p>	
 <p><b>Kellee Bornemann</b> 1 review ★★★★★ 3 years ago Great attorneys who really care about their clients and work hard to help you. Would highly recommend.</p>	<p><b>CLIENT / Represented her family members</b></p>	
 <p><b>Holly Thompson</b> ★★★★★ 3 years ago</p>		<p>Former Employee, Assisted KM&amp;A Attorneys</p>
 <p><b>Mike Forbes</b> 1 review ★★★★★ 3 years ago Great attorneys. Very knowledgeable and professional.</p>	<p><b>CLIENT- Represented His Mother</b></p>	
 <p><b>Lawyer Support</b> 2 reviews ★★★★★ 3 years ago The attorneys at Kraemer, Manes &amp; Associates LLC are extremely knowledgeable and care very much about what they do. They really put in the time to make sure that their efforts and work are of the highest quality. It is an absolute pleasure to be associated with the Kraemer, Manes &amp; Associates attorneys.</p>	<p><b>Business we work with.</b></p>	
 <p><b>Brad Stoller</b> 14 reviews ★★★★★ 3 years ago David Manes is an incredible attorney who really cares about the success of his clients. He actually loves to help others and I couldn't recommend someone any more than I would David.</p>	<p><b>CLIENT</b></p>	
 <p><b>Pauline Connelly</b> 4 reviews - 7 photos ★★★★★ 3 years ago David has been a fantastic resource for me and PIcon Web Design. We are a small Pittsburgh web design company, and David has guided us through shareholder agreements, contracts, collections, and a business name changes - always at fair rates and speaking plain English.  I really love his fixed fee pricing - I always know what the bill will be and I am not afraid to pick up the phone and ask for help because I know the clock is ticking and every minute will cost me!  I love that David started his business from scratch and has gone through many of the same issues I go through. I look up to him as an inspiration of how to run my business.</p>	<p><b>CLIENT</b></p>	
 <p><b>David Bridge</b> 1 review ★★★★★ 3 years ago It can be challenging finding an attorney who will work for your interest. David is a genuinely good person, and from my dealings with David, I know that he will have your best interest in mind.</p>	<p><b>CLIENT</b></p>	
 <p><b>Michael Moriarty</b> 1 review ★★★★★ 3 years ago David Manes truly loves his work and will take that extra step to help his clients out. David is very knowledgeable and having a guy like this stand by your side is exactly what everyone needs. I will recommend David to my family and friends.</p>	<p><b>CLIENT</b></p>	
 <p><b>Ken Spencer</b> 2 reviews ★★★★★ 3 years ago David is very knowledgeable, available, and timely... he and his firm do outstanding work!</p>	<p><b>CLIENT</b></p>	
 <p><b>Brad Nelson</b> 3 reviews ★★★★★ 4 years ago Awesome representation. Without which I would have received nothing.</p>	<p><b>CLIENT</b></p>	
 <p><b>Megan Davis</b> 1 review ★★★★★ 4 years ago The attorneys at Kraemer, Manes &amp; Associates provide a personalized approach to each and every case they take on. Everyone is extremely knowledgeable and dedicated to providing high-quality service.</p>		<p>Former Employee, Assisted KM&amp;A Attorneys</p>
 <p><b>Mark Brown</b> 4 reviews - 1 photo ★★★★★ 5 years ago Kraemer Manes and Associates showed great ideas with some very original thinking which has helped in every step of the way. Also their law firm has been on spot with procedure and programs that many in the industry did not know existed. I will definitely refer all friends family and any acquaintance to this firm. Thanks Mike and Dave for all the help.</p>	<p><b>CLIENT</b></p>	
 <p><b>Kristy P</b> 2 reviews ★★★★★ 5 years ago When my husband and I were looking for representation regarding a real estate matter, I called a variety of places. After speaking with lawyers from different firms in the Pittsburgh area, we chose to go with Mr. David Manes from Kraemer, Manes &amp; Associates, LLC. From the first time that I spoke with Mr. Manes, it was evident that he was extremely knowledgeable, personable, and truly interested in what my husband and I were trying to accomplish through the legal system. He was, by far, the only lawyer who we talked with that had a true passion for his job. Needless to say, we are extremely happy with our decision in choosing Mr. Manes. He has gone above and beyond to answer any and all questions that we have had throughout our legal process and has been our guide each step of the way. We will not hesitate to use Kraemer, Manes &amp; Associates, LLC, should we find ourselves needing legal advice or representation in the future.</p>	<p><b>CLIENT</b></p>	

 <p><b>David Simon</b> 1 review ★★★★★ 5 years ago</p> <p>I have had the opportunity to utilize the services of David Manes and his firm recently and was very impressed! What sets them apart from other law firms are their service. They respond very fast to any questions and give great advice! I wouldn't hesitate to recommend David Manes and his colleagues at Kraemer, Manes &amp; Associates LLC.</p>		<p style="text-align: center;"><b>CLIENT</b></p>	
 <p><b>mike mann</b> 1 review ★★★★★ 5 years ago</p> <p>I'm very glad I contacted Kraemer, Manes &amp; Associates LLC. Christi Wallace was super at my hearing the facts Christi provided on my behalf were key for my decision to be overturned in my favor. My experience with KM&amp;A was such a positive one from beginning to end, and I highly recommend KM&amp;A to anyone who needs a winning team on there side. So once again I like to thank KM&amp;A for a job well done!</p>		<p style="text-align: center;"><b>CLIENT</b></p>	
 <p><b>David Haag</b> 1 review ★★★★★ 5 years ago</p>		<p style="text-align: center;"><b>CLIENT</b></p>	

**VERIFICATION**

I hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



---

Michael Kraemer, Founding Partner of KM&A

Dated: June 20, 2019



**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

*Michael J. Betts*

Michael J. Betts  
Pa. I.D. No. 33378

Counsel for Defendants,  
Kraemer, Manes & Associates, LLC  
Prabhu Narahari and Michael Kraemer

**CERTIFICATE OF SERVICE**

I certify that on June 20, 2019, a copy of the foregoing Answer and New Matter was served to each of the following by electronic mail:

Gregory G. Paul, Esquire  
Morgan & Paul, PLLC  
First and Market Building  
100 First Avenue, Suite 1010  
Pittsburgh, PA 15222  
Email: *gregpaul@morgan-paul.com*

Christine T. Elzer, Esquire  
Elzer Law Firm, LLC  
First and Market Building  
100 First Avenue, Suite 1010  
Pittsburgh, PA 15222  
Email: *celzer@elzerlaw.com*

*Michael J. Betts*

Michael J. Betts