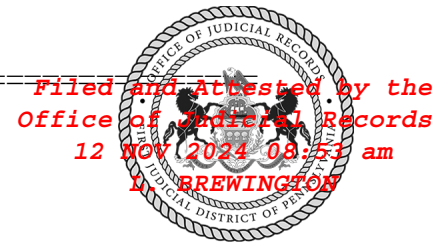


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**TERRANCE R. DEANGELO and TR
DEANGELO LAW, LLC**
1249 School Lane
Jenkintown, PA 19046

Plaintiffs,

v.

KLINE & SPECTER, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19102

And

THOMAS R. KLINE
Two Liberty Place
50 South 16th Street, Unit 4110
Philadelphia, PA 19102

And

SHANIN SPECTER
718 Merion Square Road
Gladwyne, PA 19035

Defendants.

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY,
PENNSYLVANIA**

NOVEMBER TERM, 2024

NO.

JURY TRIAL DEMANDED

**NOTICE TO PLEAD AND
COMPLAINT**

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
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COMPLAINT

(Breach of Contract, Breach of Implied Duty of Good Faith and Fair Dealing, Unjust Enrichment, Tortious Interference with Existing Business Relations, Tortious Interference with Prospective Business Relations, and Declaratory Relief)

Plaintiffs, Terrance R. DeAngelo, Esq. And TR DeAngelo Law, LLC, by and through their undersigned counsel, Alexandria Crouthamel, Esq. of Crouthamel Law Offices, P.C., bring this action against defendants, Kline & Specter, P.C. (“K&S”), Thomas R. Kline, Esq. (“Kline”), and Shanin Specter (“Specter”) for Breach of Contract, Breach of Implied Duty of Good Faith and Fair Dealing, Unjust Enrichment, Tortious Interference with Existing Business Relations, Tortious Interference with Prospective Business Relations, Fraud, Breach of Fiduciary Duty, Conversion, and Civil Conspiracy, and in support thereof, aver as follows:

INTRODUCTION

1. Simmering beneath the shiny surface of defendants K&S, Kline, and Specter’s overabundance of money, accolades, and wealth, which they have accumulated throughout their very long careers, is insecurity —namely insecurity at the prospect of any lawyer who works at their law firm succeeding without them.

2. This insecurity has led defendants, K&S, Kline, and Specter, to engage in a *modus operandi* of mistreating, harassing, and threatening lawyers at their firm whom the defendants perceive (whether such belief is real or delusional) may be able to venture off and excel on their own in the legal field.

3. Defendants’ latest target is plaintiff, Terrance R. DeAngelo, Esq., an accomplished attorney, registered nurse, and decorated war veteran who served in combat in Afghanistan as a member of the U.S. Air Force.

4. Attorney DeAngelo began working at K&S as an attorney in December 2021. Less than one year later, DeAngelo was co-counsel with Thomas E. Bosworth, Esq., in a jury trial,

Melendez v. Penn, that resulted in the largest medical malpractice verdict (over \$19 million) in 2022 in Pennsylvania at that time. During his tenure at K&S, DeAngelo secured numerous seven-figure settlements on behalf of his clients.

5. In November 2022, DeAngelo’s co-counsel in the *Melendez* case, Thomas E. Bosworth, Esq., was fired by K&S. Shortly thereafter, K&S sued Bosworth in this Court, Bosworth then sued K&S, and K&S later filed a separate lawsuit against Bosworth in California. This acrimonious litigation between Bosworth and K&S ultimately resulted in a settlement 24-hours after the California court presiding over the K&S/Bosworth lawsuit—the same court that had dismissed K&S’s frivolous lawsuit with prejudice—entered an order awarding Bosworth nearly \$100,000 in attorney’s fees for having to defend the frivolous K&S California action. This settlement also came: (1) on the eve of Kline and Specter’s depositions, which they had, up until the bitter end, avoided; and (2) shortly following the deposition testimony of two former K&S employees who had testified about instances of racism, sexual assault, and an overall “sweatshop” working environment at K&S.

6. Between November 2022 and September 9, 2024 (the date DeAngelo resigned from K&S), defendants, K&S, Kline, and Specter, mistreated DeAngelo, stripped him of cases, threatened him, and, through their counsel, tried to dissuade DeAngelo from testifying truthfully at his deposition in the Bosworth/K&S litigation. Throughout this timeframe, defendant, Kline, directly told DeAngelo that his and Specter’s plan was to “bleed dry” his friend Bosworth financially, which DeAngelo interpreted as a direct threat to DeAngelo: that he should never leave the firm. Also during this time, Specter expressly told DeAngelo that the reason he and Kline were treating DeAngelo poorly was, in fact, because of DeAngelo’s ongoing friendship with Bosworth.

7. After years of unprofessionalism, bad conduct, and fear of ongoing negative treatment, DeAngelo resigned from K&S in writing on September 9, 2024.

8. Kline and Specter did not respond to DeAngelo's resignation; rather, K&S, Kline, and Specter immediately retained counsel, threatened DeAngelo, demanded DeAngelo remain employed at their firm like an indentured servant, and refused to promptly provide election letters to their joint clients as K&S was required to do under the Pennsylvania Rules of Professional Conduct.

9. While demanding that DeAngelo continue to work as an employee at their Firm, Defendants stated "[i]f you enter the firm's premises without permission we will consider that a trespass and take appropriate action."

10. When defendants did ultimately provide election letters to the joint clients (well over one month after DeAngelo's resignation), numerous of these clients elected to remain represented by DeAngelo and fired K&S.

11. This enraged K&S, Kline, and Specter who responded by unethically refusing to turn over these clients' files to DeAngelo (despite the clients' express direction to do so). Shockingly, this is not the first time K&S has engaged in this unethical practice. In the Bosworth litigation, K&S tried to do the same thing after the *Melendez* client fired K&S and remained represented by Bosworth. This resulted in a judge in this Court threatening to hold K&S "in contempt," warning K&S they could not hold clients' files "hostage," and ordering K&S to turn the file over to Bosworth.

12. Defendants, K&S, Kline and Specter's unabashed approach to threatening, harassing, and trying to bully any lawyer who dares to even think about leaving their firm must end now. Defendants' conduct is shameful, wrong, and antithetical to the way that lawyers should

act toward each other.¹ Defendants' conduct, as averred in precise detail throughout this Complaint, was tortious, unethical, and constitutes not only a breach of their own employment agreement, but also a breach of the implied duty of good faith and fair dealing attendant in that contract. As such, DeAngelo files this action for compensatory and punitive damages against the defendants.

PARTIES

13. Plaintiff, Terrance R. DeAngelo, is an adult citizen and resident of the Commonwealth of Pennsylvania, residing at 1249 School Lane, Jenkintown, Pennsylvania 19046.

14. Plaintiff, TR DeAngelo Law, LLC, is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 1249 School Lane, Jenkintown, Pennsylvania 19046.

15. Plaintiff, Terrance R. DeAngelo, is the sole owner and member of plaintiff, TR DeAngelo Law, LLC.

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

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

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

¹ Defendants' conduct is also sadly ironic given the genesis of the K&S law firm, which was formed in 1994-1995 after Kline and Specter took files from their mentor, the late James Beasley, Sr., in the dead of the night to establish their own practice.

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

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

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

JURISDICTION AND VENUE

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

FACTS

23. Defendants, Kline and Specter, began their career as practicing lawyers working under the late, James E. Beasley, Sr., at the Beasley Firm in Philadelphia. Beasley is widely considered one of the greatest Philadelphia trial lawyers.

24. In late 1994, Kline and Specter abruptly left the Beasley Firm, without warning or notice, and took with them numerous of clients' files.

25. Plaintiff, Terrance R. DeAngelo, is a proud graduate of LaSalle University in Philadelphia and Temple University James E. Beasley School of Law. DeAngelo was admitted to Practice law in Pennsylvania in 2019.

26. Prior to his legal career, DeAngelo worked as a registered nurse at various health systems.

27. DeAngelo served in the U.S. Air Force where he became a decorated war hero after serving in combat, as a registered nurse, in Afghanistan.

28. DeAngelo was hired by K&S as an attorney in December 2021. At this time, he was thrilled to work at K&S and was excited to work with Kline and Specter and alongside his longtime friend from law school, Thomas E. Bosworth.

29. In September 2022, less than one year after joining K&S, and only three years into practicing law, DeAngelo secured, along with Bosworth, what was the largest medical malpractice jury verdict in Pennsylvania in 2022 in the *Melendez v. Mo et al.* (Case ID# 180801939).

30. On November 16, 2022, at the request of defendant, Specter, DeAngelo and Bosworth presented a Continuing Legal Education (“CLE”) course on the *Melendez* verdict to the entire K&S law firm.

31. Two days later, on November 18, 2022, K&S fired Bosworth.

32. Almost immediately after K&S fired Bosworth, K&S began to try to enlist DeAngelo, along with an army of other K&S lawyers, to try to solicit clients who Bosworth represented and who had fired K&S.

33. For example, in one medical malpractice case involving a woman who was paralyzed, this woman fired K&S and elected to remain represented by Bosworth. This client’s

election letter, which expressly fired K&S and retained Bosworth, was delivered to K&S's counsel on November 22, 2022.

34. Nevertheless, on November 23, 2022, the day after receipt of this client's election letter, defendant Kline emailed DeAngelo about this case falsely stating, among other things that "we don't have an election letter from the client."

35. In response to Kline's letter, another K&S lawyer, Amy Guth, emailed Kline and DeAngelo, informing Kline that K&S had, in fact, received the election letter, which explicitly stated: "I elect to have Mr. Bosworth continue to handle my case and matter(s), and request that you transfer to Mr. Bosworth the entirety of the files and documents (whether paper, electronic, or in other form) relating to my case and all my matters."

36. Despite receipt of this election letter and instruction from the client, in direct violation of Pennsylvania Rule of Professional Conduct 4.2 (Communication with Person Represented by Counsel), Kline emailed back instructing Attorney Guth to "call the client" to continue to try to get the client back. Attorney Guth responded: "I will and will report."

37. In addition, Kline directly emailed DeAngelo, pressuring DeAngelo to try to get the client back, *quid pro quo* suggesting that DeAngelo would be compensated handsomely if he got the client back.

38. After DeAngelo rebuffed Kline and Specter's attempts to engage in unethical solicitation of the many clients who had fired K&S and gone with Bosworth, K&S, Kline, and Specter began to treat DeAngelo very differently.

39. With mixed hesitation and fear, on December 26, 2022, DeAngelo made the decision to resign from K&S, which he communicated to Defendants, Kline and Specter, *via* email on December 26, 2022.

40. Following DeAngelo's resignation, K&S attempted to improperly solicit clients, through K&S attorney, Amy Guth, who improperly failed to tell the clients that they had an option to remain represented by DeAngelo.

41. To this end, on December 26, 2022, DeAngelo emailed Kline and Specter and notified them that he had "received a communication from one client who informed me that they spoke with Amy Guth and were told that they had the option of remaining with K&S or to find another law firm" but were not told they had the option to remain represented by DeAngelo.

42. In addition, in one case involving a catastrophically injured woman in her 30s, defendant Kline instructed a non-K&S lawyer who was asserting a referral-fee interest to call DeAngelo directly on the telephone and warn DeAngelo that, if DeAngelo "took" this case with him, K&S were going to sue DeAngelo.

43. Upon receipt of this phone, DeAngelo was terrified at the prospect of being sued by K&S, including the impact that could have on his clients who had elected to remain represented by him.

44. After being bullied and threatened that should clients elect to remain with him, DeAngelo would be sued, and seeing the warpath K&S was trying to wage in their litigation with Bosworth, after resigning, DeAngelo made the difficult decision to ask Defendants to remain employed at K&S. As DeAngelo testified at his July 2024 deposition in the *Bosworth/K&S* litigation, he decided to remain at K&S because he was "scared" of what might happen if he were to leave.

45. After deciding to remain at K&S, Defendants, Kline and Specter, continued to try to pressure DeAngelo to join their campaign of harassment against DeAngelo's friend, Bosworth.

When DeAngelo continued to rebuff these efforts and tried to focus on his duties as a lawyer to his clients, K&S intensified their mistreatment and unprofessional conduct toward DeAngelo.

46. Throughout this time, both Kline and Specter would speak to DeAngelo, disparaging Bosworth, telling DeAngelo that Bosworth was not really his friend or loyal, and suggested that DeAngelo have no contact with Bosworth.

47. During these conversations, when DeAngelo questioned K&S's approach to Bosworth in litigation, Defendant Kline would casually confirm to DeAngelo that, irrespective of the merits (or lack thereof) of K&S's lawsuit against Bosworth, K&S's plan was simply to "bleed [Bosworth] dry" financially.

48. DeAngelo had been tasked with and assigned to work on a number of cases at K&S filed by plaintiffs against Allentown-based medical-device manufacturer, B. Braun. The *B. Braun* cases arise out of residents' toxic exposures to the carcinogen ethylene oxide ("EtO"), which caused a number of people to contract cancer from their exposure to EtO. DeAngelo was a great fit and valuable addition to the *B. Braun* team both as an attorney and in light of his accomplished medical background.

49. In and around the time of these conversations when DeAngelo refused to engage in the disparagement of Bosworth privately and in the litigation, K&S abruptly removed DeAngelo from the *B. Braun* cases. This was communicated to DeAngelo by K&S attorney, Frank Mangiaracina, who called DeAngelo on the telephone and told DeAngelo that Defendant, Specter, had instructed Mangiaracina to call DeAngelo and tell DeAngelo he was no longer allowed to work on the *B. Braun* cases.

50. After this phone call with Attorney Mangiaracina, Attorney DeAngelo called Defendant, Specter, on June 9, 2023. During this telephone call, DeAngelo expressed his concern

to Specter that DeAngelo was removed from the cases because he remained friends with Bosworth. Specter replied and, remarkably, confirmed that is why K&S had removed DeAngelo from the cases.

51. In addition to being removed from B. Braun, defendants, Kline and Specter, drastically decreased the number of cases they began to assign DeAngelo. This was done directly in response to DeAngelo's continued friendship with Bosworth.

52. On June 28, 2024, Attorney Joseph Podraza of the law firm, Lamb McErlane, P.C., emailed DeAngelo and another K&S lawyer, pressuring them to sign affidavits against Bosworth stating concerns about being deposed. DeAngelo declined.

53. On July 30, 2024, DeAngelo was deposed in the *Bosworth/K&S* litigation, after counsel, Attorney Podraza, unilaterally cancelled DeAngelo's deposition multiple times without sufficient basis.

54. In the lead up to and at this deposition, DeAngelo was represented by Attorney Joseph Podraza and William Trask of Lamb McErlane, P.C.

55. In the lead up to his deposition, DeAngelo discussed with Attorneys Podraza and Trask a number of issues and concerns he had regarding his general employment at K&S, including his fear that, if he were to testify truthfully about what had occurred regarding K&S's treatment of Bosworth, that could result in K&S firing him or otherwise further retaliating against him. DeAngelo shared additional concerns and sought and obtained advice from Attorneys Podraza and Trask regarding his employment. At no time, pursuant to Pennsylvania Rule of Professional Conduct 1.2, did Attorneys Podraza or Trask ever delineate the scope of their representation of DeAngelo (verbally or in writing) or limit his representation of DeAngelo in any way.

56. During DeAngelo's July 30, 2024 deposition, DeAngelo delivered testimony that was, while truthful, extremely damaging to K&S, Kline, and Specter's litigation against Bosworth.

57. For example, DeAngelo described Bosworth as an "excellent attorney," which was contrary to the picture K&S had been attempting to paint in the media and in their litigation against Bosworth.

58. DeAngelo also testified Bosworth was "very creative," "persistent," "dogged," and "smart."

59. DeAngelo also testified—which was directly contrary to the picture K&S attempted to paint of Bosworth—that he never heard Bosworth raise his voice or yell at anyone, never heard Bosworth be disrespectful to his paralegal, and never heard him yell, argue, or have a problem with any other lawyers at K&S.

60. DeAngelo also testified that—contrary to the picture K&S had attempted to paint of Bosworth—Bosworth had never said he planned to leave the K&S law firm before K&S fired him and that, as his friend, DeAngelo would have known if Bosworth had planned to leave.

61. DeAngelo also testified—contrary to the picture K&S had attempted to paint of Bosworth—that Bosworth had been handling all of his cases well and appropriately, and DeAngelo had never seen Bosworth perform poorly on any case.

62. DeAngelo also testified that DeAngelo did not believe the allegations levied against Bosworth in the complaint K&S filed against Bosworth.

63. DeAngelo also testified that "Tom [Bosworth] was generating a lot of business. He was young. He had just gotten to the firm. And maybe that sort of competitive environment bred a little bit of anti Tom [Bosworth], like sentiment."

64. DeAngelo also testified that, given his relationship with Bosworth, his “caseload diminished” at K&S.

65. DeAngelo also testified that Kline and Specter confirmed to him that “it was my relationship with Tom [Bosworth] that had resulted in sort of some of the things that were happening to my caseload and whatnot.”

66. DeAngelo testified – contrary to the picture K&S had attempted to paint of Bosworth – that Bosworth was not antisemitic and that “any suggestion that Tom is antisemitic is ridiculous,” particularly given how proud Bosworth was of his paternal grandfather’s role in the U.S. Navy in 1948 in protecting and extracting Holocaust survivors from Europe.

67. In the middle of DeAngelo’s deposition on July 30, 2024, after he had testified truthfully to a number of things, a break was taken. During this break, DeAngelo’s and K&S’s lawyers, Attorneys Podraza and Trask, privately cursed at and were disrespectful toward DeAngelo because DeAngelo’s testimony was “damaging” to K&S. Referencing the impact of DeAngelo’s testimony on his continued employment at K&S, Attorney Podraza stated “oh no mother fucker, this testimony is on you.” Despite pressuring DeAngelo to testify in a light more favorable to K&S, DeAngelo refused to lie for Attorney Podraza or anyone.

68. During the deposition, DeAngelo testified he felt threatened by the COO and Firm Administrator of K&S, Eric Bowen.

69. During the deposition, DeAngelo testified that, at the time he resigned in 2022, another lawyer had called him and told DeAngelo that K&S would take “adverse actions” against DeAngelo if certain clients elected to remain with DeAngelo following his departure from K&S.

70. At the conclusion of the deposition, Bosworth’s attorney asked DeAngelo: “Are you scared that your testimony here today could impact your employment at Kline and Specter?”

71. In response, attorney Podraza interjected: “Objection. Don’t answer the question. Next question.”

72. The deposition ended.

73. In the weeks and months following Mr. DeAngelo’s deposition, Defendants’ treatment of DeAngelo remained bad, unfair, hostile, and unprofessional.

74. On September 9, 2024, DeAngelo emailed Kline and Specter that he was resigning from K&S.

75. During DeAngelo’s tenure at K&S and following his resignation, Defendants, K&S, Kline and Specter, engaged in tortious conduct to separate DeAngelo from clients, including from the Estate of Silva matter.

76. During DeAngelo’s tenure at K&S and following his resignation, Defendants, K&S, Kline and Specter, engaged in tortious conduct to separate DeAngelo from clients, including from the Estate of Sebuabeh matter.

77. According to clause (6) of the Employment Agreement between K&S and DeAngelo, upon being notified of DeAngelo’s intention to leave K&S, the Employment Agreement states K&S “will then contact the clients” to notify the clients of their departure.

78. Aside from this provision in clause (6) of the Employment Agreement, immediate notification to the clients of DeAngelo’s resignation was required by K&S pursuant to the Pennsylvania Rules of Professional Conduct. *See, e.g.,* Pa. R.P.C. 1.4(a)(1) (mandating that a lawyer “**promptly**” inform the client of “any decision or circumstance with respect to which the client’s informed consent” is required); *Ethical Obligations When A Lawyer Changes Firms*, PA. BAR ASS’N COMM. ON LEGAL ETHICS & PROF’L RESP., Joint Formal Opinion 2007-300 (June 2007) at p. 1 (“**Both the departing lawyer and the old firm have independent ethical obligations to**

inform the client that its lawyer is leaving the old firm”), p. 1 (“**In order to exercise its choice, the client must be informed that its lawyer is leaving the old firm.**”); *see also Considerations for Departing Lawyers*, PA. BAR ASS’N COMM. ON LEGAL ETHICS & PROF’L RESP., Joint Formal Opinion 1999-100 (April 1999) at p. 3 (stating that Pa. R.P.C. 1.4 requires “the departing lawyer **and/or her former firm**” to “**promptly communicate with all pre-existing clients to inform them of her changes status so that the clients have sufficient information to make an intelligent decision regarding their future representation**”).

79. In violation of their contractual and ethical duties, Defendants, K&S, Kline, and Specter did not notify any clients of DeAngelo’s resignation until October 15, 2024, *thirty-six (36) days after K&S received DeAngelo’s resignation email*.

80. In addition, after receipt of DeAngelo’s September 9, 2024 resignation, K&S unethically and illegally insisted that DeAngelo be forced to remain an employee at K&S. Bizarrely, at the same time, K&S locked DeAngelo out of his office and refused to provide him back his personal belongings.

81. After K&S finally sent election letters, the majority of DeAngelo’s clients elected to remain represented by DeAngelo.

82. However, due to the defendants’ tortious interference, disparagement of DeAngelo, and refusal to provide prompt election letters, certain clients elected to remain represented by K&S.

83. To be specific, in the election letters that K&S sent to these clients, Defendants included false and disparaging information about DeAngelo, including falsely suggesting that DeAngelo was planning to leave the practice of law altogether, and that DeAngelo was required to pay K&S nearly \$1 million in case costs to K&S up front. This information was untrue and only

intended to influence the clients' choice of representation and unfairly induce the clients to elect to be represented by K&S.

84. The Pennsylvania Rules of Professional Conduct and corresponding ethics opinions prohibit disparagement in election letters and mandate that such letters remain neutral and objective so as to provide clients a truly free choice in representation free from coercion. Defendants' conduct flatly violates these ethical mandates, which was tortious, and resulted in multiple clients electing to remain at K&S despite their sincere desire to remain represented by Attorney DeAngelo as opposed to K&S.

85. In addition to the above-mentioned misconduct, after receiving election letters from multiple clients stating they chose to remain represented by Attorney DeAngelo and requesting that their files be transferred to Attorney DeAngelo, Defendants, K&S, Kline, and Specter refused to immediately transfer these files to Mr. DeAngelo, as requested by the clients.

86. Between October 23, 2024 and November 4, 2024, K&S filed numerous motions for "charging liens" in the cases where clients had fired K&S and elected to remain represented by DeAngelo.

87. In one of these cases, in particular, K&S has refused to transfer \$851,759.15 in DeAngelo's clients funds, which K&S insists on keeping in their bank account. K&S has done this after receiving this client's election letter, which terminated K&S's representation.

88. Adding insult to injury, K&S has also directed Mcare (a state-funded medical professional liability insurance carrier) to pay a \$500,000 distribution of DeAngelo's client's funds in December 2024 to K&S directly, even though K&S does not represent this client.

89. K&S's conduct in that case, refusing to transfer DeAngelo's client's funds to DeAngelo, and instructing Mcare to disburse money to K&S that K&S has no ethical right to hold, is tortious, unethical, and violative of K&S's implied duty of good faith and fair dealing.

90. Pennsylvania Rule of Professional Conduct 1.15 governs the standards all lawyers must employ in the safekeeping of clients' property, including settlement funds and money.

91. Rule 1.15 defines "Rule 1.15 funds" as "funds which the lawyer receives from a client or third person in connection with a client-lawyer relationship, or as an escrow agent, settlement agent or representative payee, or as a Fiduciary, or receives as an agent, having been designated as such by a client or having been so selected as a result of a client-lawyer relationship or the lawyer's status as such." *See* Pa. R.P.C. 1.15(a)(1).

92. The Pennsylvania Rules of Professional Conduct require any lawyer to "promptly deliver to the client or third person any property, including but not limited to Rule 1.15 funds, that the client or third person is entitled to receive." *See* Pa. R.P.C. 1.15(e).

93. By operation of law and the client's October 16, 2024 election choice, K&S ceased to represent this plaintiff in this case as of October 16, 2024.

94. As such, the \$851,759.15 in Rule 1.15 funds currently being held in K&S's escrow account should have been promptly delivered to Attorney DeAngelo, to be held in Attorney DeAngelo's escrow account, upon Kline & Specter's receipt of the client's October 16, 2024 election letter.

95. Despite Rule 1.15(e)'s mandate, Kline & Specter has failed to deliver the \$851,759.15 in Rule 1.15 funds to Attorney DeAngelo so that Attorney DeAngelo can hold these funds in escrow on behalf of his client pending approval of minor-plaintiff's trust. Therefore, this court should order that this transfer be effectuated immediately.

**COUNT I – BREACH OF CONTRACT AND IMPLIED COVENANT OF GOOD FAITH
AND FAIR DEALING**

**Plaintiffs, Terrance DeAngelo and TR DeAngelo Law, LLC v. Defendants, Kline &
Specter, P.C., Thomas R. Kline, and Shanin Specter**

96. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

97. Clause (13) of the Employment Agreement entered into between DeAngelo and K&S required K&S, Kline and Specter to act in a manner where DeAngelo would “derive both professional and personal benefits.”

98. Clause (13) of the Employment Agreement entered into between DeAngelo and K&S also explicitly required K&S to act in a manner that ensured “collegial[ity]” and “proseper[ity]” to DeAngelo.

99. Clause (6) of the Employment Agreement entered into between DeAngelo and K&S stated that, upon receipt of notice DeAngelo’s intent to leave the K&S law firm, K&S “will then” contact clients to notify them that DeAngelo had departed.

100. Under Pennsylvania law, every contract imposes on each party to the contract a duty of good faith and fair dealing.

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

102. Here, to the extent that the provisions in the K&S/DeAngelo Employment Agreement are not held to be null, void, and unenforceable, *see infra*, Defendants, K&S, Kline,

and Specter violated the Employment Agreement and breached the duty of good faith and fair dealing attendant in the Employment Agreement in numerous respects, including the following:

- a) Failing to treat DeAngelo in a professional and/or collegial manner as required by Clause (13) of the Employment Agreement, including by, retaliating against DeAngelo and his clients for DeAngelo's friendship with another lawyer, stripping DeAngelo of cases without cause, threatening DeAngelo directly and implicitly, pressuring DeAngelo through counsel to testify untruthfully, pressuring DeAngelo to engage in improper behavior, disparaging DeAngelo to clients, removing professional opportunities from DeAngelo without just cause, and/or acting in bad faith toward DeAngelo;
- b) Failing to act in a manner so as to ensure prosperity for DeAngelo in his employment relationship as required by Clause (13) of the Employment Agreement, including by retaliating against DeAngelo and his clients for DeAngelo's friendship with another lawyer, stripping DeAngelo of cases without cause, threatening DeAngelo directly and implicitly, pressuring DeAngelo through counsel to testify untruthfully, pressuring DeAngelo to engage in improper behavior, disparaging DeAngelo to clients, removing professional opportunities from DeAngelo without just cause, and/or acting in bad faith toward DeAngelo;
- c) Failure to act in a manner so as to provide professional and/or personal benefits to DeAngelo in his employment relationship as required by Clause (13) of the Employment Agreement, including by retaliating against DeAngelo and his clients for DeAngelo's friendship with another lawyer, stripping DeAngelo of cases without cause, threatening DeAngelo directly and implicitly, pressuring DeAngelo through counsel to testify untruthfully, pressuring DeAngelo to engage in improper behavior, disparaging DeAngelo

to clients, removing professional opportunities from DeAngelo without just cause, and/or acting in bad faith toward DeAngelo;

- d) Attempting to require DeAngelo to remain an employee of K&S against his will following DeAngelo's September 9, 2024 resignation;
- e) Failing to timely notify clients of DeAngelo's resignation and departure from K&S upon receipt of DeAngelo's notice of his intent to leave K&S as was required of K&S by Clause (6) of the Employment Agreement;
- f) Failing to immediately transfer to DeAngelo the \$851,759.15 of DeAngelo's client's funds currently being held by K&S in K&S's bank account after the client terminated K&S's representation;
- g) Directing Mcare to disburse the \$500,000 in DeAngelo's client's funds in December 2024 directly to K&S despite the fact that K&S has no ethical right to receive or possess DeAngelo's client's funds;
- h) Acting in bad faith toward DeAngelo; and/or
- i) Disparaging DeAngelo to clients.

103. As a direct and proximate cause of Defendants' breach of contract and breach of implied duty of good faith and fair dealing, plaintiffs have suffered substantial monetary damages.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants individually, jointly and severally, including punitive damages, for sums in excess of the local arbitration limits of \$50,000.00, exclusive of interest, prejudgment interest and costs.

COUNT II – DECLARATORY RELIEF

Plaintiffs, Terrance DeAngelo and TR DeAngelo Law, LLC v. Defendants, Kline & Specter, P.C., Thomas R. Kline, and Shanin Specter

104. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

105. Plaintiffs seek a ruling from this Court that the K&S Employment Agreement is invalid and unenforceable. *See* Employment Agreement, attached as Exhibit “A.”

106. K&S appears to believe that, when their Employment Agreement states K&S “will then” notify clients of a lawyer’s departure after receipt of the lawyer’s intent to leave K&S, “will then” can be up to thirty-six (36) days later, as happened here with Attorney DeAngelo. This is, of course, not what “will then” means. Nor is it in the best interests of the client.

107. However, to the extent the term “will then” in Clause (6) of the Employment Agreement allows for a period of 36 days to go by before the prior law firm (in this case, K&S) informs clients of the departing lawyer’s departure, such a provision is invalid and unenforceable. Any such reading and interpretation plainly violates the Pennsylvania Rules of Professional Conduct. *See, e.g.*, Pa. R.P.C. 1.4(a)(1) (mandating that a lawyer “**promptly**” inform the client of “any decision or circumstance with respect to which the client’s informed consent” is required); *Ethical Obligations When A Lawyer Changes Firms*, PA. BAR ASS’N COMM. ON LEGAL ETHICS & PROF’L RESP., Joint Formal Opinion 2007-300 (June 2007) at p. 1 (“**Both the departing lawyer and the old firm have independent ethical obligations to inform the client that its lawyer is leaving the old firm**”), p. 1 (“**In order to exercise its choice, the client must be informed that its lawyer is leaving the old firm.**”); *see also Considerations for Departing Lawyers*, PA. BAR ASS’N COMM. ON LEGAL ETHICS & PROF’L RESP., Joint Formal Opinion 1999-100 (April 1999) at p. 3 (stating that Pa. R.P.C. 1.4 requires “the departing lawyer **and/or her former firm**” to

“promptly communicate with all pre-existing clients to inform them of her changed status so that the clients have sufficient information to make an intelligent decision regarding their future representation”).

108. Clause (8) of the Employment Agreement states: “If, in the event of my departure, a client chooses me as his/her/their counsel, I will prior to the file leaving this office, cause to be repaid to K&S all of the file costs on the file and will assume full responsibility as guarantor in the place of K&S for any obligations (such as letters of protection, etc.).”

109. Clause (8) of the Employment Agreement is invalid and unenforceable as against public policy and ethics rules.

110. The Pennsylvania and Philadelphia Bar Association Professional Guidance Committee, over two decades ago, flatly condemned the exact sort of provision that is contained at Clause (8) of the K&S Employment Agreement. *See* “Considerations for Departing Lawyers,” PA. BAR ASS’N ASS’N PROF’L GUIDANCE COMM., Joint Opinion 99-100 at pp. 7–10 (April 1999).

111. In so doing, the committee stated that **“the Pennsylvania Rules of Professional Conduct prohibit a law firm employment contract provision which holds an attorney personally liable upon termination of employment for amounts owed to the firm by clients for matters in which the client has elected to retain the departing attorney.”** *See id.* at p. 8 (emphasis added).

112. The ethics committee went on to state that any such employment provision “implicated at least four Rules of Professional Conduct,” including Rules 1.5, 1.8, 1.16, and 5.6 *Id.* at pp. 8–10.

113. Clause (6) of the Employment Agreement is invalid and unenforceable also because it prohibits the departing lawyer (in this case, DeAngelo) from providing prompt notice to clients of their departure from the law firm (in this case, K&S).

114. Specifically, Clause (6) states that, if a lawyer has an intent to leave K&S, the lawyer shall notify K&S of their intent to leave, and K&S then has the exclusive right to contact the clients *before* the departing lawyer is allowed to do so. This is violative of the ethics rules.

115. The Rules of Professional Conduct impose a duty upon both the departing lawyer *and* the old law firm to promptly notify their clients of the lawyer's departure. *See, e.g.,* Pa. R.P.C. 1.4(a)(1) (mandating that a lawyer "**promptly**" inform the client of "any decision or circumstance with respect to which the client's informed consent" is required); *Ethical Obligations When A Lawyer Changes Firms*, PA. BAR ASS'N COMM. ON LEGAL ETHICS & PROF'L RESP., Joint Formal Opinion 2007-300 (June 2007) at p. 1 ("**Both the departing lawyer and the old firm have independent ethical obligations to inform the client that its lawyer is leaving the old firm**" and "ABA Formal Opinion No. 99-414 concurs in this view ... informing a client in a timely manner is critical to allowing the client to decide who will represent him.")

116. On September 16, 2024, one week after DeAngelo's resignation, DeAngelo directly emailed defendant Specter, asking: "Do you believe that I also have an ethical obligation to provide election letters to my clients irrespective of whether you/K&S do so?"

117. Shockingly, in response, defendant Specter stated: "no you don't have such an obligation."

118. This response by Defendant Specter is blatantly violative of the Pennsylvania Rules of Professional Conduct and corresponding ethics opinions.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants individually, jointly and severally, including punitive damages, in the form of a declaratory ruling from the Court that the Employment Agreement, attached as Exhibit A, including Clauses (6) and (8), is invalid and unenforceable.

COUNT III – UNJUST ENRICHMENT

Plaintiffs, Terrance DeAngelo and TR DeAngelo Law, LLC v. Defendants, Kline & Specter, P.C., Thomas R. Kline, and Shanin Specter

119. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

120. Plaintiff, Terrance R. DeAngelo, was an employee of K&S from December 2021 through September 9, 2024.

121. Throughout this time, DeAngelo conferred numerous benefits to K&S, Kline, and Specter, including but not limited to obtaining substantial monetary settlements and jury verdicts.

122. Defendants, K&S, Kline, and Specter accepted and received the numerous benefits that DeAngelo conferred upon the defendants during DeAngelo's employment as an attorney at K&S.

123. Through defendants, K&S, Kline, and Specter's tortious scheme to improperly solicit clients by disparaging DeAngelo and violating ethics rules that require prompt notification to clients of a lawyer's departure and promptly providing said clients election letters, defendants, K&S, Kline and Specter have retained certain cases in which DeAngelo represents the clients.

124. By doing so, defendants, K&S, Kline and Specter have deprived DeAngelo of substantial monetary compensation that he would otherwise be owed and due absent defendants' tortious and unlawful conduct and scheme that resulted in their present retention of these clients.

125. Defendants' retention of the benefits of these cases and clients would be unjust under the circumstances and in light of the defendants' conduct, which has been described throughout the entirety of this complaint.

126. Defendants' unjust enrichment has significantly damaged DeAngelo and his law firm.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants individually, jointly and severally, including punitive damages, for sums in excess of the local arbitration limits of \$50,000.00, exclusive of interest, prejudgment interest and costs.

COUNT IV – TORTIOUS INTERFERENCE WITH EXISTING BUSINESS RELATIONS
Plaintiffs, Terrance DeAngelo and TR DeAngelo Law, LLC v. Defendants, Kline & Specter, P.C., Thomas R. Kline, and Shanin Specter

127. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

128. At all times material hereto, DeAngelo had an attorney-client relationship with numerous clients in client matters that he handled while at K&S. These cases collectively have 8-figure value.

129. As averred throughout this complaint, Defendants, K&S, Kline and Specter have engaged in a course of conduct that intended to interfere with DeAngelo's attorney-client relationship between DeAngelo and numerous clients who had a right to elect DeAngelo at the time of his resignation on September 9, 2024.

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

131. Defendants' actions were done without privilege or justification.

132. As a result of K&S's wrongful conduct, DeAngelo has been and continues to be substantially harmed, including by being deprived of representing clients with whom he had an attorney-client relationship who were improperly pressured and solicited to remain at K&S.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants individually, jointly and severally, including punitive damages, for sums in excess of the local arbitration limits of \$50,000.00, exclusive of interest, prejudgment interest and costs.

**COUNT V – TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS
RELATIONS**

**Plaintiffs, Terrance DeAngelo and TR DeAngelo Law, LLC v. Defendants, Kline &
Specter, P.C., Thomas R. Kline, and Shanin Specter**

133. The preceding paragraphs of this Complaint are incorporated as though fully set forth herein.

134. At all times material hereto, DeAngelo had an attorney-client relationship with numerous clients in client matters that he handled while at K&S. These cases collectively have 8-figure value.

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

136. As outlined above, however, notwithstanding K&S's clear ethical obligations and common law duties, immediately after DeAngelo resigned from K&S on September 9, 2024, K&S,

Kline and Specter undertook an egregious and self-interested course of conduct that not only flouted its ethical obligations and duties to these clients, but which also interfered with DeAngelo's reasonable expectation of a continued relationship with clients he represented at the firm.

137. As explained above, K&S's wrongful and unethical conduct was intended by K&S and/or carried in reckless disregard, and/or was otherwise substantially certain to result in substantial harm to DeAngelo's future relationships, including contractual and business relationships, with clients that he represented at K&S, as well as other relationships that were financially beneficial to DeAngelo.

138. As a result of K&S's wrongful conduct, DeAngelo has been and continues to be substantially harmed, including in his reasonable expectation of a continued relationship with clients he originated or represented at K&S, and whose claims have a collective value or potential collective value of tens, if not hundreds, of millions of dollars.

139. As averred throughout this complaint, defendants, K&S, Kline and Specter have engaged in a course of conduct that intended to interfere with DeAngelo's attorney-client relationship between DeAngelo and numerous clients who had a right to elect DeAngelo at the time of his resignation on September 9, 2024.

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

141. Defendants' actions were done without privilege or justification.

142. As a result of K&S's wrongful conduct, DeAngelo has been and continues to be substantially harmed, including by being deprived of representing clients with whom he had an attorney-client relationship who were improperly pressured and solicited to remain at K&S.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendants individually, jointly and severally, including punitive damages, for sums in excess of the local arbitration limits of \$50,000.00, exclusive of interest, prejudgment interest and costs.

Respectfully submitted,

Date: 11/12/24

/s/ Alexandria Crouthamel
ALEXANDRIA CROUTHAMEL, ESQ.

VERIFICATION

I, Terrance R. DeAngelo, hereby verify that I am the plaintiff in the foregoing action, and that the attached Complaint is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not of the verifier. I have read the Complaint and to the extent that the allegations therein are based upon information I have given counsel, they are true and correct to the best of my knowledge, information, and belief. To the extent that the contents of the Complaint are that of counsel, I have relied upon counsel in making this verification. I understand that false statements made herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

Date: 11/12/24

/s/ Terrance R. DeAngelo
TERRANCE R. DEANGELO, ESQ.
INDIVIDUALLY AND ON BEHALF OF TR
DEANGELO LAW, LLC