

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

**AMENDED COMPLAINT-
CLASS ACTION**

FILED ON BEHALF OF PLAINTIFF

Counsel of Record for this Party:

Gregory G. Paul
PA ID Number: 83334
MORGAN & PAUL, PLLC
First and Market Building
100 First Avenue, Suite 1010
Pittsburgh, PA 15222
(412) 259-8375
(888) 822-9421 (facsimile)
gregpaul@morgan-paul.com

Christine T. Elzer
PA ID Number: 208157
ELZER LAW FIRM, LLC
First and Market Building
100 First Avenue, Suite 1010
Pittsburgh, PA 15222
(412) 230-8436
(412) 206-0855 (facsimile)
celzer@elzerlaw.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TABATHA WOLFE
and all others similarly situated,

CIVIL DIVISION

Plaintiff,

No. GD-18-016480

v.

JURY TRIAL DEMANDED

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

Defendants.

AMENDED COMPLAINT- CLASS ACTION

I. Parties and Procedural Background

1. Plaintiff, Tabatha Wolfe, is an adult individual who resides in Fayette County, Pennsylvania.

2. Defendant, Kraemer Manes & Associates, LLC (“KM&A”) is a Pennsylvania professional limited liability company with a principal place of business located at 600 Grant Street, Suite 600, Pittsburgh, Allegheny County, Pennsylvania 15219.

3. Defendant KM&A is a law firm comprised of attorneys licensed to practice law in the Commonwealth of Pennsylvania. Plaintiff asserts a professional liability claim against this Defendant.

4. Defendant, Michael Kraemer, is an attorney licensed to practice law in the Commonwealth of Pennsylvania, with a principal place of business located at 600 Grant Street, Suite 600, Pittsburgh, Allegheny County, Pennsylvania 15219.

5. At all times relevant, Defendant Kraemer held the title “Founding Partner” of Defendant KM&A.

6. Defendant, Prabhu Narahari, is an attorney licensed to practice law in the Commonwealth of Pennsylvania, with a principal place of business located at 600 Grant Street, Suite 600, Pittsburgh, Allegheny County, Pennsylvania 15219.

7. Defendant Narahari is employed by Defendant KM&A as an Associate Attorney.

8. On or about December 11, 2018, Plaintiff commenced this action by filing a Praecipe for Writ of Summons against Kraemer Manes & Associates, Martell Harris, and Prabhu Narahari.

9. On December 18, 2018, all Defendants named in Paragraph 8 above were served with the Praecipe for Writ of Summons.

10. On December 21, 2018, three days after being served, Defendants KM&A and Narahari filed a Praecipe for Rule to File Complaint, demanding that a Complaint be filed within twenty (20) days.

11. Defendant Harris did not file a Praecipe for Rule to File Complaint.

12. As such, Plaintiff has filed a Complaint against KM&A and Narahari, as well as Michael Kraemer, but has not yet filed a Complaint against Harris.

II. Factual Background

13. Plaintiff reserves the right to file a Complaint against Harris at a later date. At all times relevant to this action, Defendant KM&A has held itself out as a law firm focusing on the rights of employees.

A. KM&A's Continuous Scheme of Soliciting Fraudulent Google Reviews

14. Since at least August 2018, and as recently as January 2019, the home page of KM&A's website, <https://lawkm.com>, stated, "TOP RATED FIRM BY OUR CLIENTS," followed by images of "five stars" on various attorney review websites, including Google,

Facebook, Avvo, and Lawyers.com. See Exhibit 1 for an example containing references to five-star ratings from Google, Avvo, and Lawyers.com. On other occasions, KM&A's website has also contained references to five-star ratings on Facebook.

15. Review websites such as Google, Facebook, Avvo, and Lawyers.com exist for the purpose of allowing clients or consumers to publicly review businesses and professionals, such as law firms and attorneys, generally on a scale of one to five stars.

16. On the above websites, clients have the option of writing a detailed account of their experiences with the subject business along with a "star" review, or may simply leave a "star" review.

17. Even without a written review detailing a client's experiences, a review score on a scale of one to five "stars" is, in and of itself, a statement indicating the client's satisfaction or dissatisfaction with the services he or she received.

18. Review websites such as Google, Facebook, Avvo, and Lawyers.com display an aggregate "star" score based on an average of all reviews, and also display each client's individual review.

19. When searching for attorney, many prospective clients rely on online reviews to determine the best attorney based on the experiences of past clients.

20. According to a study conducted by Avvo, and reported by the American Bar Association ("ABA"), "95% of all legal consumers say online reviews matter to some degree in helping them decide who [sic] to hire."

21. According to another report by Reviewtrackers.com, also reported by the ABA, "83% of people check lawyer reviews as the first step in finding an attorney."

22. Defendant KM&A has maintained, and continues to maintain, separate Google

business listings for its office in Pittsburgh since at least 2014, and for its offices in Cranberry, King of Prussia, and Philadelphia since at least 2018. Members of the public can view and/or leave reviews on each of the above Google business listings.

23. Since at least 2013, Defendant KM&A has maintained, and continues to maintain, one Facebook business listing. Members of the public can view and/or leave reviews on this Facebook listing.

24. Since at least 2016, Defendant KM&A, at the direction of Defendant Kraemer, has orchestrated a scheme of soliciting positive online reviews from individuals who have never used KM&A's services.

25. At various times since 2016, Defendant KM&A, at the direction of Defendant Kraemer, has incentivized its non-attorney employees to solicit non-client friends and family members to write online reviews, by providing paid time off for each positive review secured by a staff member.

26. As such, Defendant KM&A, at the direction of Defendant Kraemer, compensated its non-attorney employees for soliciting false reviews.

27. Defendant KM&A also directed some of its non-attorney employees, who had never used their services, to write online positive online reviews.

28. Upon information and belief, Defendants KM&A and/or Kraemer have directed employees, friends, and family members to leave identical Google reviews for various KM&A offices, such as KM&A's Pittsburgh, Cranberry, Philadelphia, and King of Prussia offices.

29. For example, in or around January 2019, the following individuals left five-star reviews for both KM&A's Pittsburgh and Philadelphia offices:

- i. Forrest Thompson

- ii. Kayla Snyder
 - iii. Lance Stoney
 - iv. Gerard W
 - v. Alessandra Picciani
 - vi. Ken Steenland
 - vii. Morgan Logan
 - viii. Kyle Steenland
30. The above-named Kyle Steenland is employed by KM&A as a law clerk.
31. Upon information and belief, the above-named Ken Steenland is a relative of Kyle Steenland.
32. Upon information and belief, the above-named Alessandra Picciani is a friend of Kyle Steenland.
33. KM&A's Pittsburgh and Philadelphia offices are more than 300 miles apart.
34. In or around April 2018, the following individuals have left five-star reviews for both KM&A's Philadelphia and Cranberry offices:
- i. Barbara Brutt
 - ii. Sherri Schultz
 - iii. Sharon Larocca
 - iv. Johnny Larocca
 - v. Karen Allen
 - vi. Nick Schultz
 - vii. Alena Hebson
 - viii. Natasha Richardson

- ix. Kayla Marley
- x. Briana S.
- xi. Matthew Love
- xii. Valerie Davis
- xiii. “Thelilemili”
- xiv. JoAnne Bratton
- xv. Katarina Rivera
- xvi. Richard Miller
- xvii. James Cutler
- xviii. Blaire Patrick
- xix. Cameron Cale
- xx. Patty Lowman
- xxi. Robin Marken
- xxii. Denise Miller
- xxiii. Angelina Kaltenbaugh
- xxiv. Constance Lee
- xxv. Garry Lowman
- xxvi. Jessy Lynne
- xxvii. Brenda Gillard
- xxviii. Erica Hoffman

35. Upon information and belief, the above-named “Briana S” is KM&A’s Office Manager, Briana Schweizer.

36. Upon information and belief, Schweizer has left five-star reviews for KM&A’s

Cranberry, King of Prussia, Philadelphia, and Pittsburgh offices.

37. Upon information and belief, the above-named Natasha Richardson is KM&A's paralegal, Natasha Richardson.

38. Richardson has left five-star reviews for KM&A's Cranberry, King of Prussia, Philadelphia, and Pittsburgh offices.

39. Upon information and belief, Richardson's husband, James Jenkins, has left five-star reviews for KM&A on Google (Pittsburgh) and Facebook.

40. Upon information and belief, Richardson's mother, Carla Cutler, has left a five-star review for KM&A on Facebook.

41. Upon information and belief, Richardson's relative, James Cutler, has left five-star Google reviews for KM&A's Cranberry, King of Prussia, Philadelphia, and Pittsburgh listings.

42. Upon information and belief, additional friends of Richardson, including Margiree Calhoun and Samia Sanders, have left five-star Google reviews on KM&A's Pittsburgh listing.

43. Upon information and belief, the above-named Kayla Marley is former KM&A paralegal Kayla Marley, who was employed by KM&A at the time she left the review.

44. Marley also left a five-star review on KM&A's Facebook listing while employed by KM&A.

45. Upon information and belief, the above-named Blaire Patrick is former KM&A attorney Blaire Patrick, who was employed by KM&A when she left the review.

46. Upon information and belief, the above-named Barbara Brutt is former KM&A Communications Director Barbara Brutt.

47. Brutt also left a five-star review on KM&A's Facebook listing.

48. Upon information and belief, the above-named Denise Miller is KM&A's former

paralegal, Denise Lowman Miller, who was employed by KM&A when she left the review.

49. Upon information and belief, the above-named Patty Lowman, Garry Lowman, Richard Miller, and Cameron Cale are family members of Denise Lowman Miller, who was employed by KM&A when they left the reviews.

50. Denise Lowman Miller, Garry Lowman, Patty Lowman, Richard Miller, and Cameron Cale have left five-star reviews for KM&A's Cranberry, King of Prussia, Philadelphia, and Pittsburgh offices.

51. Denise Lowman Miller, Richard Miller, and Cameron Cale also have left a five-star reviews for KM&A on Facebook.

52. Upon information and belief, the above-named Jessy Lynne, Angelina Kaltenbaugh, and Brenda Gillard are friends of Miller.

53. Upon information and belief, additional friends of Miller, including Alex Kubicek, Ray Conley, Cindy Williams, Susan Harbaugh, Christine Popovich, and Deborah Dewitt, have left five-star Google reviews for KM&A's Pittsburgh listing.

54. Upon information and belief, the above-named Matthew Love and Alena Hebson are friends of former KM&A paralegal Courtney Jerioski, who worked for KM&A at the time of their reviews.

55. Matthew Love has left five-star reviews for KM&A's Cranberry, King of Prussia, Philadelphia, and Pittsburgh offices.

56. Upon information and belief, friends and relatives of KM&A paralegal Dustyn Rick have left five-star Google reviews on KM&A's Pittsburgh listing, including Allison Moux, Jesse Moux, and Mike Forbes.

57. Defendants KM&A and Kraemer knew that its non-attorney employees, as well as

the family members and friends solicited by KM&A employees, did not use the services of KM&A.

58. Defendants KM&A and Kraemer have intentionally solicited false positive reviews in an effort to induce potential clients into using their services.

59. Defendants KM&A and Kraemer have intentionally solicited false positive reviews to boost the aggregate “star” ratings on online review sites, in an effort to make KM&A appear to be a better law firm than its competitors.

60. Upon information and belief, although some of KM&A’s online reviews are from legitimate clients, enough five-star reviews are from non-clients to make KM&A’s aggregate scores materially higher than they would be if all reviews were from clients.

61. Upon information and belief, KM&A has engaged in the above practice of soliciting false positive online reviews as far back as August 2013, and as recently as January 2019.

62. KM&A, directed by Defendant Kraemer, engaged in “blitzes,” in which it directed its employees to solicit a large number of five-star reviews in a short period of time.

63. For example, during the following periods of time, KM&A amassed the following number of five-star reviews on Facebook:

- i. August 1-6, 2013: 6 five-star reviews
- ii. June 2-6, 2014: 6 five star-reviews (4 of which were from then-employees Erin Kelly, Christi Wallace, Joe Pometto, and Megan Davis)
- iii. March 17-29, 2015: 6 five-star reviews
- iv. June 15, 2015: 9 five-star reviews (including a review from Shelby Rick, relative of paralegal Dustyn Rick).

- v. June 16-25, 2015: 6 five-star reviews (including a review from Jan Shoup, friend of paralegal Dustyn Rick)
 - vi. September 27-29, 2016: 17 five-star reviews (including reviews from employees/employee relatives or friends Natasha Richardson-Jenkins, James Jenkins, Carla Cutler, Patty Lowman, and Jesse Moux)
 - vii. April 4-17, 2018: 13 five-star reviews (including reviews from then-employees Asia Antonia Jackson, James Lopez, Christa Levko, Zane Podsobinski, Kayla Marley, and Barbara Brutt).
64. In April 2018,¹ KM&A amassed 28 five-star reviews on its Pittsburgh Google listing.
65. In April 2018, KM&A amassed 30 five-star reviews on its Philadelphia Google listing.
66. In April 2018, KM&A amassed 29 five-star reviews on its Cranberry Google listing.
67. All but two of KM&A's 31 total Cranberry Google reviews were left in April 2018.
68. In April 2018, KM&A amassed 29 five-star reviews on its King of Prussia Google listing.
69. All but three of KM&A's 32 total King of Prussia Google reviews were left in April 2018.

¹ Unlike Facebook, Google does not provide the exact date of reviews. Rather, it notes how long ago the review was given relative to the current date. Thus, in February 2019, all reviews left in April 2018 state "10 months ago." Reviews left more than one year in the past are noted as "a year ago," "2 years ago," etc. Thus, it is not clear from a lay review of Google whether large numbers of reviews prior to one year ago were given in short date ranges. However, it is expected that discovery would reveal this fact.

70. All 29 of KM&A's April 2018 King of Prussia reviews are identical to, and from the same reviewers as, the April 2018 Cranberry reviews.

71. KM&A's King of Prussia and Cranberry offices are more than 300 miles apart.

B. Wolfe's Reliance on KM&A's Online Reviews

72. On or about December 1, 2016, Ms. Wolfe contacted Defendant KM&A regarding a potential sexual harassment claim against her former employer.

73. When Wolfe visited KM&A's website, it had links to the firm's Facebook and Google (Pittsburgh) review sites. See Exhibit 2 for examples of KM&A's website in late 2016 and early 2017.

74. In deciding to contact KM&A, Wolfe relied on its reviews on Google, and specifically relied on its close to 5-star aggregate rating score.

75. But for KM&A's online review scores and its touting of the same, Wolfe would not have contacted or hired KM&A.

76. At the time that Wolfe contacted KM&A, she did not know that KM&A solicited false Google reviews.

77. A reasonable prospective client would not know that any of KM&A's online reviews were from non-client friends and family members of KM&A's employees, or from the employees themselves.

78. Rather, a reasonable prospective client would believe that KM&A's online reviews were written by clients who actually used KM&A's services.

79. Wolfe first discovered that KM&A solicited false Google reviews in December 2018, two years after she first contacted KM&A.

C. Wolfe's Experience with KM&A

80. During Wolfe's initial contact with Defendant KM&A on December 1, 2016, she spoke with a paralegal.

81. The same day as Wolfe's initial contact with the KM&A paralegal, KM&A requested a \$10 credit card payment.

82. Defendant KM&A then emailed Wolfe a receipt for the \$10 credit card payment, which indicated that by making said payment, she accepted the "KM&A General Terms of Representation." A copy of said email is attached hereto as Exhibit 3.

83. The same day, Defendant KM&A assigned Wolfe Attorney Martell Harris as her attorney, and requested that she complete an intake form.

84. At the time Defendant KM&A assigned Harris to be Wolfe's attorney, Harris had been licensed to practice law for two years.

85. Harris was supervised by the partners of KM&A, including Michael Kraemer and David Manes.

86. Upon information and belief, Kraemer and Manes were the sole partners of Defendant KM&A in December 2016.

87. On December 6, 2016, before Wolfe ever spoke to Harris in person or on the phone, Harris sent Wolfe an email stating "We will be initiating a federal sex harassment investigation as soon as Friday," December 9, 2016.

88. On December 6, 2016, Wolfe had an intake interview with a KM&A paralegal. During that intake interview, Wolfe explained that she had been sexually harassed by a coworker, with the harassment culminating in a sexual assault on March 1, 2016. She further explained that she had last worked with the harasser approximately one week later.

89. On December 9, 2016, Wolfe met with Harris at KM&A's office.

90. During her meeting with Harris, Wolfe again explained that she was sexually assaulted at work on March 1, 2016.

91. During her meeting with Harris, Wolfe explained that the last time she worked with the person who assaulted her was approximately one week after March 1, 2016, and as such, she had experienced no unwanted sexual contact at work since early March 2016.

92. Following her meeting with Harris on December 9, 2016, Wolfe attempted to follow up with Harris to determine the next steps in her case.

93. On December 22, 2016, Harris notified Wolfe via email, "We are going to sue for sexual harassment and hostile work environment under 42 U.S.C. 2000e et seq (Title VII) and 43 P.S. 455 (PHRA). The suit will be against your employer, and if you want, we can also sue gim [sic] as an individual, which would risk his personal assets (house cars etc)."

94. Pursuant to Title VII of the Civil Rights Act of 1964, in states that have a fair employment practices agency such as Pennsylvania, an employee must file a charge of discrimination with the Equal Employment Opportunity Commission within 300 days of the alleged unlawful employment practice. 42 U.S.C. § 2000e-5(e)(1).

95. A reasonable employment law attorney would know, or should know, that the last day of the "unlawful employment practice" of a hostile work environment occurred on March 1, 2016.

96. As such, a reasonable employment law attorney would know, or should know, that to recover for a hostile work environment culminating in a sexual assault, Wolfe would be required to file a charge of discrimination with the EEOC on or before December 26, 2016.

97. At no time did Harris or anyone else from KM&A reference a statute of limitations

or deadline for filing a lawsuit or charge of discrimination.

98. On January 6, 2017, a KM&A paralegal emailed Wolfe a draft EEOC charge for the first time.

99. In January and February 2017, Wolfe communicated via email with the KM&A paralegal regarding proposed revisions to the draft EEOC charge.

100. On or about February 7, 2017, a criminal preliminary hearing was held in the Washington County Court of Common Pleas related to charges against the coworker who sexually harassed Wolfe.

101. Harris informed Wolfe he would accompany her to the preliminary hearing.

102. However, Harris failed to attend the preliminary hearing.

103. Due to Wolfe's dissatisfaction with Harris for failing to attend the preliminary hearing, Defendant KM&A attempted to reassign Wolfe's case to attorney Kayla Drum.

104. On February 8, 2017, Drum emailed Wolfe a draft demand letter to her employer requesting a settlement in the amount of \$50,000.

105. On or around February 10, 2017, Wolfe learned about the existence of a 300-day statute of limitations for hostile work environment claims under Title VII.

106. On February 13, 2017, Wolfe ended her attorney-client relationship with KM&A.

107. Thereafter, Wolfe retained another attorney to represent her in the non-time-barred portions of her claims against her former employer.

108. Wolfe's claims against her former employer had significantly less value than they would have had a sexual harassment claim been timely filed.

109. On or about March 20, 2017, Wolfe's attorney in this matter sent a letter to KM&A, through Harris, issuing a litigation hold and notifying KM&A that Wolfe was represented by

counsel.

110. In September 2017, Wolfe wrote a “one-star” Google review for KM&A as follows:

BEWARE!! Take it from a legitimate client who hired this so called law firm. Don't do it. Their practices are deplorable. They don't reach deadlines. They do NOT return phone calls. They lie about what they can and will do for you. And just when you think that you've finally found someone that understands you, will be there, and that you can trust; They don't show up for court! Then, they will only make it worse by having another attorney try to cover up the costly mistakes that their so called trusted co-workers make. They completely destroyed my case. Please, if you care about what you're fighting for, find someone else!

111. On or about September 22, 2017, KM&A Attorney Prabahu Narahari, on behalf of KM&A, sent Wolfe the letter attached hereto as Exhibit 4.

112. At the time Narahari sent the September 22, 2017 letter, he had been licensed to practice law for six (6) months.

113. Narahari was supervised by the partners of KM&A, including Michael Kraemer and David Manes.

114. Narahari was not licensed to practice law at the time that anyone affiliated from KM&A acted as Wolfe's attorneys, and had no firsthand knowledge of Wolfe's case.

115. Narahari's letter stated, *inter alia*:

[T]he related civil case suffered serious issues as discussed in your initial meeting with your assigned attorney, Martell Harris. As explained, your claims are best served in common pleas assault and battery with a two-year statute of limitations. Your case can therefore be litigated well within any applicable deadlines. Your case, however, is not actionable against your employer because as soon as you reported the incident, the Defendant was immediately disciplined, and as evidenced by the criminal case, ultimately arrested. Your employer handled this incident appropriately and we do not believe you have a cause of action in this matter. This makes a discrimination lawsuit almost impossible to prosecute.

116. The above paragraph was materially false, for the following reasons:

- a. Neither Harris nor any other agent of KM&A told Wolfe at any time that her case had “serious issues” or was “almost impossible to prosecute.”
- b. Neither Harris nor any other agent of KM&A told Wolfe at any time that her claims were best served by common pleas assault and battery claims. Rather, Harris explicitly told Wolfe in writing that he would be suing *her employer* under Title VII and the PHRA, and could also sue the individual if she wanted to.
- c. KM&A, through Harris and/or a paralegal, drafted an EEOC charge against Wolfe’s employer alleging sexual harassment.
- d. KM&A only did not file a sexual harassment charge against Wolfe’s employer because Wolfe ended the attorney-client relationship.
- e. KM&A, through Drum, drafted a letter to Wolfe’s employer alleging sexual harassment claims and demanding a settlement of \$50,000.
- f. KM&A, through Drum, stated in a draft letter to Wolfe’s employer that she had a “strong civil claim based on sex discrimination and harassment.”
- g. KM&A only did not send the demand letter to Wolfe’s employer because Wolfe ended the attorney-client relationship.
- h. KM&A, through Harris, Drum, and at least one paralegal, knew that Wolfe had reported her coworker’s sexual harassment to her employer before he sexually assaulted her. As such, a reasonable employment attorney would not believe that Wolfe’s employer “handled this incident appropriately.”

117. In Narahari’s September 22, 2017 letter, he stated:

Your post was not only false, but defamatory and caused our firm money damages. KM&A intends to file for injunctive relief to have the post removed. We also intend to file a lawsuit against you to recover our money damages by the end of next week.

However, in the interest of avoiding costly and time-consuming litigation, KM&A is willing to release all claims against you if you remove the post *in its entirety*.

If I do not receive a response from you by September 27, 2017, I will assume that you do not wish to resolve this matter and I will initiate the litigation process.

118. Narahari and KM&A made the above threats of litigation without a good faith

basis to believe that KM&A could prevail in a defamation claim against Wolfe.

119. Narahari and KM&A made the above threats of litigation with the primary purpose of intimidating Wolfe into removing her Google review.

120. Narahari and KM&A made the above threats of litigation as part of KM&A's scheme to make its online reputation appear better than it actually was.

121. When Narahari sent Wolfe the September 22, 2017 letter, KM&A knew that Wolfe had been represented by counsel since March 2017.

D. Class Action Allegations

122. This action is brought by Plaintiff on her own behalf and as representative of the proposed class consisting of all persons with who have been fraudulently deceived by false advertising through an enterprise between Founding Partner Michael Kraemer other attorney and non-attorney employees of the firm, and individuals outside of the firm, including but not limited to those identified herein.

123. The Class is so numerous that joinder of all members is impractical. Although the exact size of the Class is unknown, membership in the Class potentially numbers in the hundreds based upon KM&A's claim that it has represented over 3,000 clients, and based upon the continuing course of conduct lasting from approximately 2013 through 2019. Accordingly, the Class is sufficiently numerous that joinder of all members of the Class is impracticable.

124. There are numerous key questions of fact and law which are common to all members of the Class, which predominate over any questions which effect only individual members of the class, including *inter alia*, the following:

- a. Whether Defendants' policies, practices or customs related to its social media advertising violate each of the above laws;

- b. Whether Defendants should be enjoined in from further conduct in violation of the aforementioned laws; and
- c. Whether the class members have suffered ascertainable losses.

125. Plaintiff's claims are typical of the claims of the other members of the Class which she seeks to represent because each of the proposed class members were subjected to false, misleading and fraudulent reviews purported to be from clients.

126. Plaintiff will fairly and adequately protect the interests of the members of the Class, and Plaintiff has no interests which are adverse to the interests of the class.

127. Plaintiff has retained competent counsel who has substantial experience in the prosecution of class action cases.

128. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Even if any Class members could afford individual litigation, it would be unduly burdensome to the individual courts. Individual litigation magnifies the delay and expense to all parties. By contrast, the Class Action device presents far fewer management difficulties and provides the benefits of unitary adjudication, economies of scale and comprehensive supervision by a single Court. Concentrating this litigation in one forum would promote judicial economy and efficiency and promote parity among the claims of individual class members as well as judicial consistency. The conduct of this action as a Class Action conserves the resources of the parties and the Court system, and protects the rights of each class member and meets all due process requirements as to fairness to the defendant.

129. The Defendants have acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

130. Accordingly, pursuant to 281 Pa. Code 1708(a)-(c), Plaintiff seeks both monetary and injunctive relief on behalf of herself and as a representative of a class. With respect to monetary claims, this class action is appropriate because of the following:

- a. common questions of law or fact predominate over any question affecting only individual members because numerous potential clients since approximately 2013 viewed and relied upon near five star reviews purported to be from actual clients;
- b. the size of the class is estimated to be in the hundreds based upon Defendants' representation of having over three thousand clients and the difficulties likely to be encountered in the management of the action as a class action;
- c. the prosecution of separate actions by or against individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class which would confront the party opposing the class with incompatible standards of conduct and/or adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;
- d. Plaintiff is not aware any litigation already commenced by or against members of the class involving any of the same issues;
- e. this particular forum is appropriate for the litigation of the claims of the entire class because defendants' headquarters are located in Allegheny County;
- f. it is unknown whether the complexities of the issues or the expenses of litigation the separate claims of individual class members are insufficient in amount to support separate actions;
- g. it is unknown whether the amount which may be recovered by individual class members will be so small in relation to the expense and effort of administering the action as not to justify a class action;
- h. With respect to equitable or declaratory relief, this class action is appropriate based upon the above factors and because the party opposing the class has acted or refused

to act on grounds generally applicable to the class, thereby making final equitable or declaratory relief appropriate with respect to the class.

COUNT I
Professional Negligence
Wolfe v. Kraemer Manes & Associates, LLC

131. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 129 as if fully restated.

132. An attorney-client relationship existed between Wolfe and KM&A.

133. As an employer, KM&A had a duty to supervise all attorneys and staff members working on Wolfe's case, including but not limited to Martell Harris, Kayla Drum, and paralegals.

134. As Harris' employer, KM&A is vicariously liable for any professional negligence by Harris.

135. KM&A breached its duty to exercise ordinary skill and knowledge toward Wolfe in at least the following manners:

- a. failing to file a charge with the EEOC within the applicable statute of limitations;
- b. failing to inform Wolfe of the existence of the statute of limitations;
- c. failing to adequately investigate Wolfe's claims to determine the applicable statute of limitations;
- d. failing to have an appropriate calendar system to ensure claims were timely filed;
- e. failing to adequately supervise the attorneys and staff in its employ;
- f. assigning too large of a volume of cases to individual attorneys to reasonably expect those attorneys to pay the requisite attention to each client; and
- g. assigning too many tasks requiring legal judgment to paralegals rather than to attorneys.

136. Under the same or similar circumstances, a reasonable attorney would have

concluded that the applicable statute of limitations ran on December 26, 2016; would have advised the client as such; and would have ensured a timely filing of an EEOC charge.

137. But for KM&A's breach of the duty of care, Wolfe would have prevailed in a lawsuit against her employer alleging a hostile work environment culminating in a sexual assault.

138. As a direct and proximate result of KM&A's breach of the duty of care, Wolfe has suffered damages.

WHEREFORE, Wolfe demands judgment against KM&A in an amount exceeding \$35,000.

COUNT II
Fraud
Wolfe and all others similarly-situated v.
Kraemer Manes & Associates, LLC and Michael Kraemer

139. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 137 as if fully restated.

140. By knowingly soliciting positive online reviews from individuals who did not use KM&A's services, Defendants KM&A and Kraemer solicited knowingly fraudulent misrepresentations.

141. Defendants KM&A and Kraemer solicited said fraudulent misrepresentations with the intent to induce prospective clients to hire KM&A.

142. Wolfe relied on the fraudulent Google reviews in deciding to hire KM&A.

143. Wolfe was justified in relying on the fraudulent Google reviews.

144. But for KM&A's fraudulent reviews and its affirmation of the same on its website, Wolfe would not have hired KM&A.

145. But for Wolfe's hiring of KM&A, she would not have suffered the damages arising out of her attorney-client relationship with KM&A.

146. Defendants KM&A and Kraemer undertook the above actions with malice and/or reckless indifference to the rights of prospective clients, including but not limited to Wolfe.

147. As a direct and proximate result of Wolfe's reliance on the fraudulent Google reviews, Wolfe has suffered damages.

WHEREFORE, Wolfe demands judgment against KM&A and Kraemer in an amount exceeding \$35,000, and the following relief:

- a. Actual damages incurred as a result of Defendants' fraudulent misrepresentations;
- b. Punitive damages to punish Defendants for their misconduct and to deter Defendants and others from like conduct;
- c. Injunctive relief directing KM&A to remove all fraudulent online reviews and to cease soliciting fraudulent reviews in the future; and
- d. Such other relief as this Court may deem just and proper.

COUNT III

Negligent Misrepresentation

**Wolfe and all others similarly-situated v. Kraemer Manes & Associates, LLC;
Michael Kraemer; and Prabhu Narahari**

148. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 145 as if fully restated.

149. By soliciting online reviews without regard to whether those solicited had ever used KM&A's services, Defendants KM&A and Kraemer solicited false information to be relied upon by prospective clients.

150. Defendants KM&A and Kraemer failed to use reasonable care in ensuring that said online reviews written by actual clients.

151. Wolfe relied on the false Google reviews in deciding to hire KM&A.

152. Wolfe was justified in relying on the false Google reviews.

153. By making the untrue statements set forth above in his letter dated September 22, 2017 without regard to whether they were true, Defendant Narahari failed to use reasonable care in his communications with Wolfe.

154. Wolfe relied on Narahari's misrepresentations, and suffered emotional distress as a result.

155. As a direct and proximate result of Wolfe's reliance on the fraudulent Google reviews, Wolfe has suffered damages.

WHEREFORE, Wolfe demands judgment against KM&A and Kraemer in an amount exceeding \$35,000, and the following relief:

- a. Actual damages incurred as a result of Defendants' negligent misrepresentations;
- b. Injunctive relief directing KM&A to remove all fraudulent online reviews and to cease soliciting fraudulent reviews in the future; and
- c. Such other relief as this Court may deem just and proper.

COUNT IV
Civil Conspiracy

**Wolfe and all others similarly-situated v. Kraemer Manes & Associates, LLC,
Michael Kraemer, and Prabhu Narahari**

156. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 154 as if fully restated.

157. By incentivizing KM&A's employees to solicit false positive online reviews, KM&A and Kraemer directed its employees to conspire with non-employee, non-client friends and family members to solicit fraudulent misrepresentations to prospective clients.

158. KM&A's employees actually conspired with non-employee, non-client friends and family members to write fraudulent Google reviews.

159. KM&A and Kraemer took overt acts in furtherance of its conspiracy to defraud

prospective clients, including but not limited to offering to provide, and actually providing, employees with paid time off in exchange for soliciting false reviews.

160. By threatening Wolfe to coerce her into deleting her negative Google review, Narahari took overt acts in furtherance of its conspiracy to defraud prospective clients.

161. KM&A, Kraemer, and Narahari undertook the above acts with malice and/or reckless indifference to the rights of prospective clients, including but not limited to Wolfe.

162. As a direct and proximate result of KM&A and Kraemer's conspiracy with non-clients, Wolfe hired KM&A, and thereafter suffered damages.

WHEREFORE, Wolfe demands judgment against KM&A and Kraemer in an amount exceeding \$35,000, and the following relief:

- a. Actual damages incurred as a result of Defendants' fraudulent misrepresentations;
- b. Punitive damages to punish Defendants for their misconduct and to deter Defendants and others from like conduct;
- c. Injunctive relief directing KM&A to remove all fraudulent online reviews and to cease soliciting fraudulent reviews in the future; and
- d. Such other relief as this Court may deem just and proper.

COUNT V

Unfair Trade Practices and Consumer Protection Law

Wolfe and all others similarly-situated v. Kraemer Manes & Associates, LLC

163. Plaintiff incorporates by reference the allegations of Paragraphs 1 through 161 as if fully restated.

164. By soliciting false and/or misleading online reviews, while engaging in commerce, Defendant KM&A participated in the following unfair methods of competition, and unfair or deceptive acts or practices, in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. § 201-3:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

165. Defendant KM&A was not engaged in the practice of law when it participated in the above conduct.

166. Defendant KM&A engaged in the above conduct before an attorney-client relationship was formed.

167. The above conduct did not involve the exercise of legal judgment. Rather, the above conduct could have been done by any type of business in any industry.

168. The above conduct was carried out primarily by non-attorney employees and their non-attorney friends and family, including but not limited to those identified herein.

169. Wolfe obtained Defendant KM&A's services primarily for personal use, and thereby suffered an ascertainable loss of money as a result of the above conduct.

WHEREFORE, Wolfe demands judgment against KM&A and Kraemer in an amount exceeding \$35,000, and the following relief:

- a. Actual damages incurred as a result of Defendants' fraudulent misrepresentations;
- b. Treble damages;
- c. Injunctive relief directing KM&A to remove all fraudulent online reviews and to cease soliciting fraudulent reviews in the future;

- d. Attorneys' fees and costs; and
- e. Such other relief as this Court may deem just and proper.

COUNT VI
Violations of Civil RICO
Wolfe and all others similarly-situated v. Kraemer Manes & Associates, LLC,
Michael Kraemer, and Prabhu Narahari

170. Plaintiff incorporates by reference the allegations in paragraphs 1 through 168 as if fully restated.

171. KM&A is an enterprise engaged in and whose activities affect interstate commerce through the use of internet advertising and website presence including but not limited to Pennsylvania and West Virginia.

172. Defendants agreed to and did conduct and participate in the conduct of the enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding Wolfe and other potential clients with non-client reviews.

173. Specifically, Defendants orchestrated multiple marketing blitzes for the purpose of fraudulently creating a media presence of reviews from employees and other individuals who were not clients of their legal services.

174. Pursuant to and in furtherance of their fraudulent scheme, Defendants committed multiple related acts of fraud including but not limited to wire fraud under 18 U.S.C. § 1343.

175. The acts listed above constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

176. The Defendants have directly and indirectly conducted and participated in the conduct of the enterprise's affairs through the pattern of racketeering and activity described above in violation of 18 U.S.C. Section 1962(c).

177. Furthermore, Defendants have engaged in conspiracy in violation of 18 U.S.C.

Section 1962(d).

178. At all relevant times, Defendants have engaged in a “pattern of racketeering” consisting of at least two acts of racketeering activity. Specifically, Defendants’ marketing blitzes created a triangle of fraud initiated by the founding partner, Michael Kraemer, to the firm’s paralegals and individuals outside of the firm, including but not limited to those identified herein, who posted reviews under the guise that they were clients.

179. As a direct and proximate result of the Defendants’ racketeering activities and violations of 18 U.S.C. Section 1962(c), Plaintiff has been injured having relied upon the online reviews that formed the basis of her retaining Defendants to represent her in an employment discrimination matter.

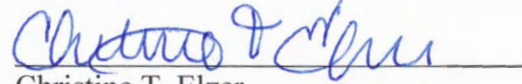
WHEREFORE, Plaintiff requests this court enter judgment against Defendants as follows:

- a. Actual damages;
- b. Treble damages;
- c. Equitable relief;
- d. Attorneys’ fees, and
- e. Such other relief as this Court may deem just and proper.

Dated: March 7, 2019

Respectfully submitted,

ELZER LAW FIRM, LLC



Christine T. Elzer

Pa. I.D. No. 208157

100 First Avenue, Suite 1010

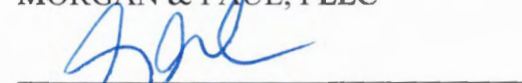
Pittsburgh, PA 15222

(412) 230-8436

(412) 206-0855 (fax)

celzer@elzerlaw.com

MORGAN & PAUL, PLLC



GREGORY G. PAUL

PA I.D. Number: 83334

100 First Avenue, Suite 1010

Pittsburgh, PA 15222

(412) 259-8375


(888) 822-9421 (facsimile)

gregpaul@morgan-paul.com


Attorneys for Plaintiff

VERIFICATION

I verify that the averments of fact made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information or belief. I understand that averments of fact in said document are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.



Tabatha Wolfe



Date

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

TABATHA WOLFE
and all others similarly situated,

CIVIL DIVISION

Plaintiff,

No. GD-18-016480

v.

JURY TRIAL DEMANDED

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

Defendants.

CERTIFICATE OF MERIT AS TO KRAEMER MANES & ASSOCIATES, LLC

I, Christine T. Elzer, certify that:

☒ an appropriate licensed professional has supplied a written statement to the undersigned that there is a basis to conclude that the care, skill or knowledge exercised or exhibited by this defendant in the treatment, practice or work that is the subject of the complaint, fell outside acceptable professional standards and that such conduct was a cause in bringing about the harm;

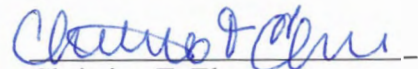
AND/OR

☒ the claim that this defendant deviated from an acceptable professional standard is based solely on allegations that other licensed professionals for whom this defendant is responsible deviated from an acceptable professional standard and an appropriate licensed professional has supplied a written statement to the undersigned that there is a basis to conclude that the care, skill or knowledge exercised or exhibited by the other licensed professionals in the treatment, practice or work that is the subject of the complaint, fell outside acceptable professional standards and that such conduct was a cause in bringing about the harm;

OR

☐ expert testimony of an appropriate licensed professional is unnecessary for prosecution of the claim against this defendant.

Date: 3/7/19


Christine T. Elzer

CERTIFICATE OF SERVICE

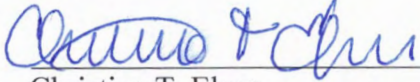
I hereby certify that on this 7th day of March, 2019, I served a copy of the foregoing

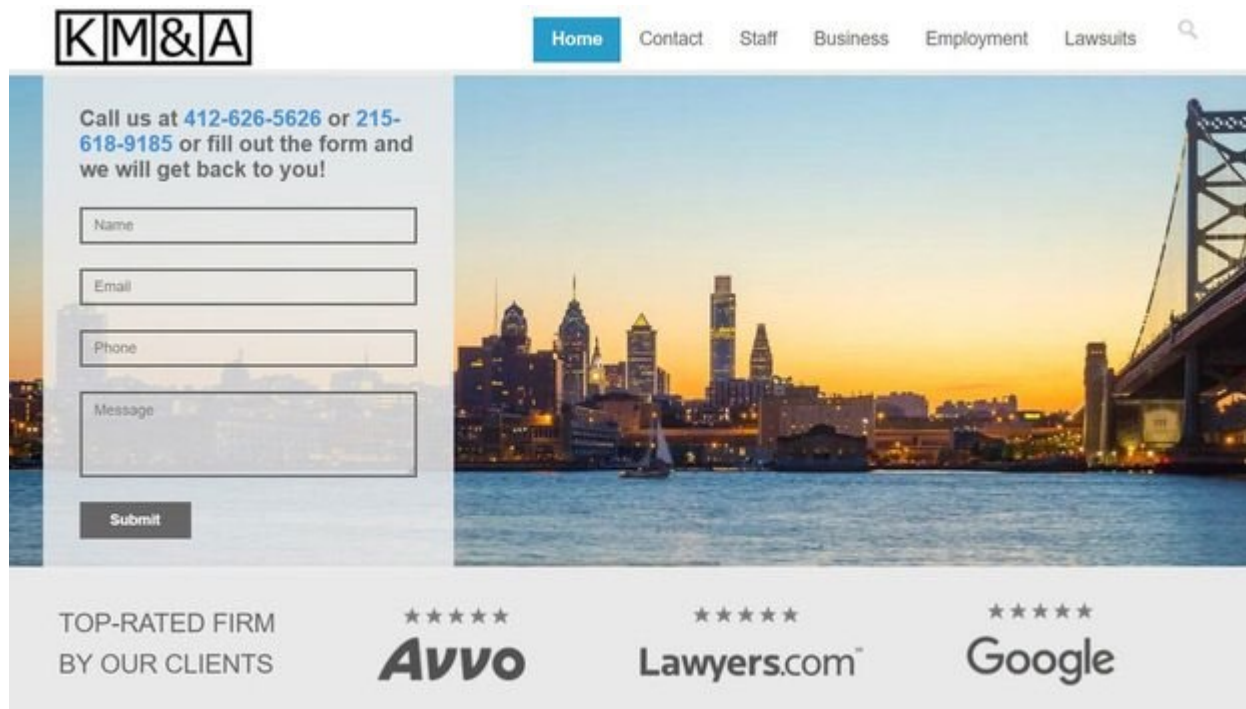
Amended Complaint upon the following counsel via email and regular mail:

Michael J. Betts
Michael J. Betts LLC
235 Alpha Drive, Suite 301
Pittsburgh, PA 15238

And via email to:

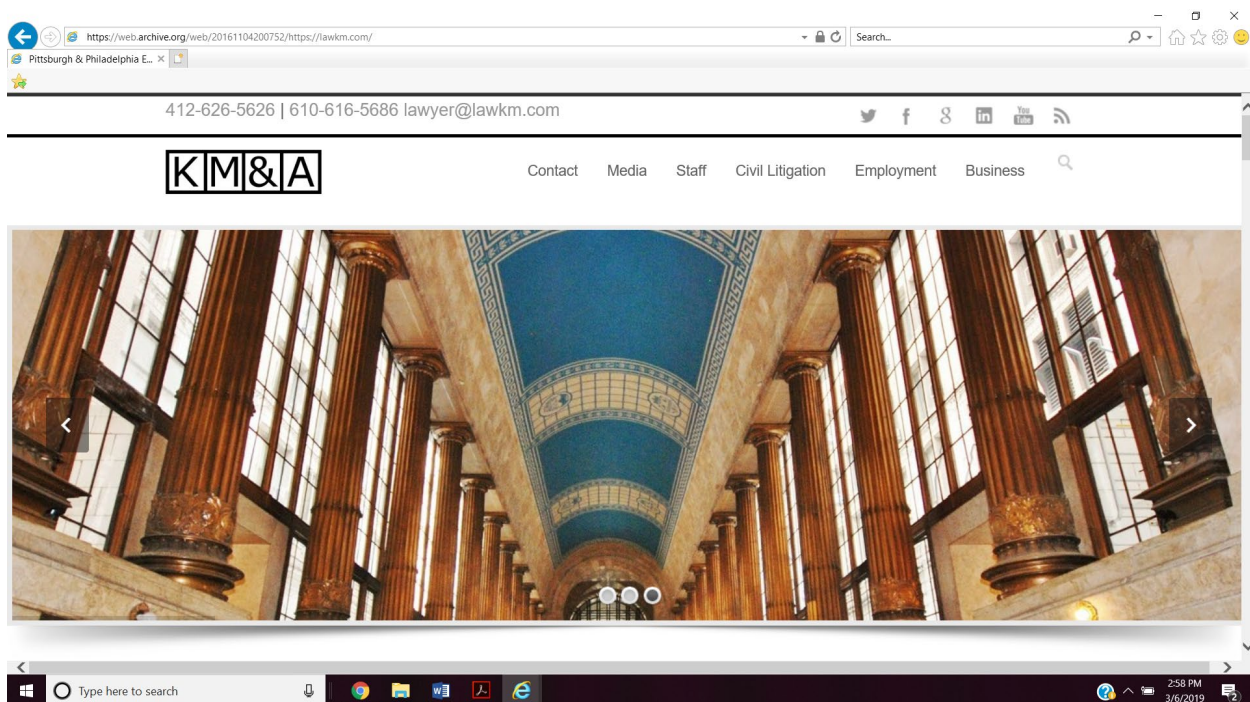
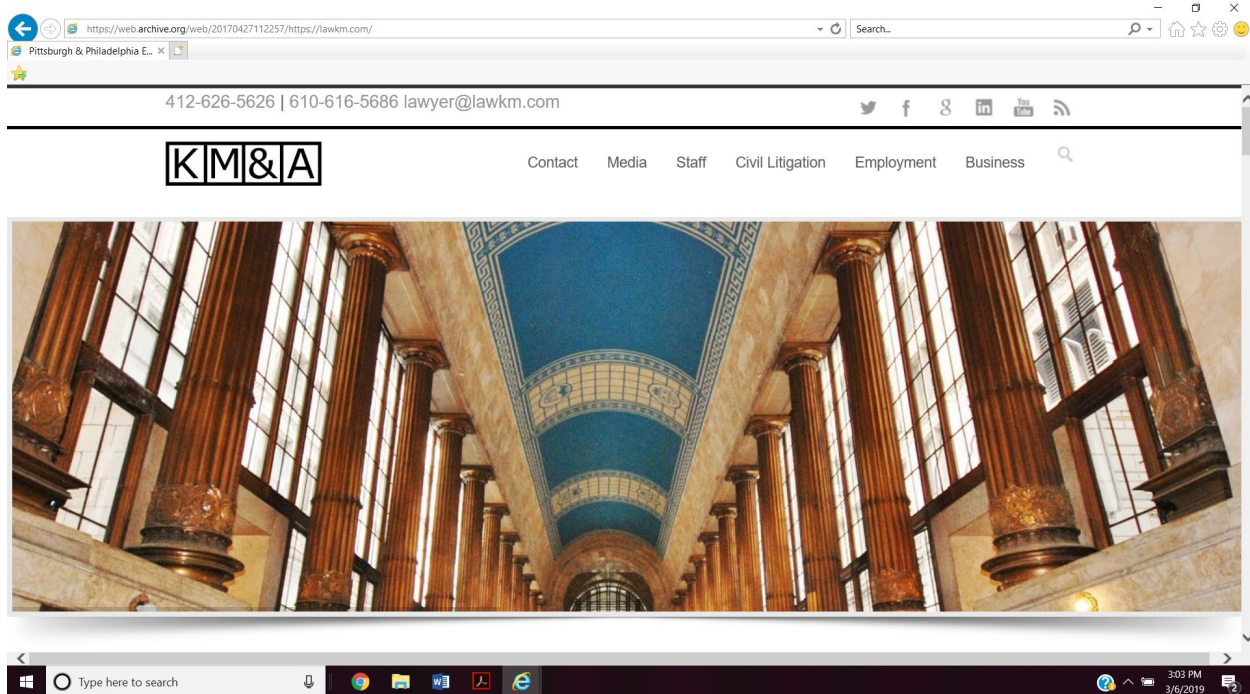
Martell Harris
The Trial Law Firm
500 Grant Street, Suite 2900
Pittsburgh, PA 15219


Christine T. Elzer



EXHIBIT

1



EXHIBIT

2

From: "Kraemer Manes & Associates LLC" <receipts@lawpay.com>
Date: Dec 1, 2016 1:28 PM
Subject: Payment Receipt from Kraemer Manes & Associates LLC for \$10.00
To:
Cc:



Payment Receipt

\$10.00

**Kraemer Manes & Associates
LLC**
US Steel Tower
600 Grant Street, Suite 660
Pittsburgh, PA 15219
412-626-5626

Billing Contact:
Tabitha N. Wolfe

Client & Payment Summary

Name:	Tabitha Wolfe	Amount:	\$10.00
Phone:		Transaction Date:	December 01, 2016
Alt Phone:		Card:	VISA
Email:		Transaction ID:	4902325

Flat Fee (nonrefundable):	10 today and 240 when at a later date
Contingency (% of the total recovery):	45%
Retainer (hourly rates, nonrefundable):	
Scope:	Sexual Harassment

EXHIBIT

3

Kraemer Manes & Associates Attorney Contact Information

For all of the contact information for the company staff, go to www.LawKM.com/staff. Please contact us if you have questions about your Legal Services Agreement or Payment.

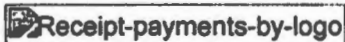
KM&A General Terms of Representation

By making this payment to Kraemer Manes & Associates LLC for legal services, you agree to the following general terms of representation:

1. **LSA.** If a written Legal Services Agreement ("LSA") is entered into, the terms of that LSA supersede these general terms of representation if there is any direct conflict.
2. **Scope.** The scope of our representation includes only those items described in writing from our office. We may agree to expand the scope at any time, and additional fees will apply on an hourly basis unless otherwise agreed.
3. **Costs.** KM&A will advance all costs. All fees are nonrefundable.
4. **Flat Fee (if applicable).** All fees are nonrefundable.
5. **Unemployment Contingent Fee (if applicable).** If there is a contingent fee associated with unemployment representation, the contingent fee is due immediately after benefits are approved under any circumstances by the service center, referee, UCBR, or Commonwealth Court. You hereby grant pre-authorization for your debit or credit card to be charged the contingency amount.
6. **Litigation Contingent Fee (if applicable).** Your total legal fees will be a percentage of the total recovery unless we agree to a different arrangement in writing. This section is unrelated to any unemployment benefits. The term recovery includes the pre-tax amount of money plus the fair market value of any other items received by you, valued at the date received. In the case of reemployment or pensions, these items shall be valued at 12 future months of gross income including all benefits.
7. **Retainer (if applicable).** Your retainer deposit is required to begin work on this matter. You may be required to replenish retainer funds if the balance falls below \$1,000 and additional work is anticipated, and we may have to stop work until additional funds are deposited in your retainer account. Unless otherwise specified, all retainer deposits are nonrefundable. Our standard hourly rates will apply. Time is recorded in 1/10th hour increments.
8. **Late Fees.** Any unpaid balances that are outstanding after 30 days will incur a monthly administrative charge of \$75 for each month the balance is not paid in full.
9. **Withdrawal.** You may terminate our representation if necessary by written notice. If you initiate the withdrawal, you will be responsible for attorney's fees (calculated at \$325/hr) and costs incurred to date. If withdrawal occurs in proximity to you resolving your case, we will be entitled to the full contingency fee or the hourly legal fee, whichever is higher. An administrative closing fee of \$375 shall apply if you terminate our representation. We may also terminate our representation if we deem that we can no longer represent you.
10. **Unpaid Balances.** KM&A reserves the right to place any unpaid balances in collections and report unpaid balances to credit agencies. KM&A may at any time pursue an unpaid

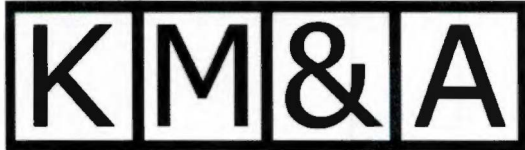
balance in a court of law to recover the balance, costs, late fees, attorney's fees, and any other amount as a court deems just.

11. **Miscellaneous.** We cannot make any guarantee about outcomes in your legal matters and do not necessarily promise representation in any appeals. Any invoices that are outstanding after 30 days will incur a monthly finance/collection charge of \$75 for each month the balance is not paid in full. You agree to indemnify KM&A for any and all costs associated with your breach of this agreement, including legal fees and court costs. A referral fee may be paid from us to another attorney if applicable. Unless you opt out, you consent to KM&A publishing your case information for media or strategic purposes.
12. **Legal.** This Agreement is subject to exclusive jurisdiction and venue in Allegheny County, Pennsylvania. Any provision of this Agreement deemed unenforceable shall not affect any other provision. This Agreement may only be modified in writing and with the authorization of KM&A.
13. **Acceptance.** You accept this agreement in any one of the following ways: (i) respond in writing that you accept these terms; (ii) make or authorize any additional payment after the first payment; or (iii) allow 48 hours to pass after your first payment is processed and these terms are provided to you (after 48 hours, it is presumed that you received, read, understood, and agreed to these terms unless you notify us otherwise). Whichever of these comes first constitutes your legally-binding acceptance of the terms contained in this Agreement. Please keep a copy of this document for your records.



<http://LawKM.com>
lawyer@lawkm.com

KRAEMER, MANES & ASSOCIATES LLC



PRABHU NARAHARI
LITIGATION ATTORNEY
DIRECT: (412) 626-5588
FAX: (412) 637-0144
PN@LAWKM.COM

US STEEL TOWER, 48TH FLOOR
600 GRANT ST, SUITE 4875
PITTSBURGH, PA 15219
OFFICE: (412) 626-5626
WWW.LAWKM.COM

September 22, 2017

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

Tabatha Wolfe

Re: Google Review

Ms. Wolfe:

I am a litigation attorney at Kraemer, Manes & Associates ("KM&A"). Our firm has recently been made aware that you posted a false and defamatory review about our firm on Google Reviews after we briefly represented you. The post is copied below:

KM&A

600 Grant St Suite 4875, Pittsburgh, PA

Write a review

4.8 ★★★★★ 68 reviews

Sort by: Most helpful ▼



Tabatha Wolfe

1 review

★★★★★ in the last week

BEWARE!! Take it from a legitimate client who hired this so called law firm. Don't do it. Their practices are deplorable. They don't reach deadlines. They do NOT return phone calls. They lie about what they can and will do for you. And just when you think that you've finally found someone that understands you, will be there, and that you can trust; They don't show up for court! Then, they will only make it worse by having another attorney try to cover up the costly mistakes that their so called trusted co-workers make. They completely destroyed my case. Please, if you care about what you're fighting for, find someone else!

In your post, you alleged that:

- 1) KM&A lies about what we can and will do for a client;
- 2) KM&A attorneys do not show up for court;
- 3) KM&A attorneys missed a deadline; and
- 4) KM&A completely destroyed your case.

These assertions are demonstrably false. The hearing you reference was a criminal preliminary hearing, in which government prosecutors handled all legal issues. It was not within our power to





wrest control of a trial away from a criminal prosecutor. Legally, we could not have participated in the criminal proceeding.

Our firm was hired to handle the civil side of your case. We did not ever represent to you that he would or could participate in the related criminal case. Thus, we were not required to show up at court for a trial in which we could not participate, which is how your statement on the internet reads.

Further, the related civil case suffered serious issues as discussed in your initial meeting with your assigned attorney, Martell Harris. As explained, your claims are best served in common pleas assault and battery with a two-year statute of limitations. Your case can therefore be litigated well within any applicable deadlines. Your case, however, is not actionable against your employer because as soon as you reported the incident, the Defendant was immediately disciplined, and as evidenced by the criminal case, ultimately arrested. Your employer handled the incident appropriately and we do not believe you have a cause of action in this matter. This makes a discrimination lawsuit almost impossible to prosecute.

The implication of your post as written is that we destroyed your entire case by not participating in the criminal trial, that is also false. We could not have participated in the criminal trial in any way. While Mr. Harris would have preferred to attend the preliminary hearing and take notes, he had access to the transcript as needed to utilize *at the conclusion* of the criminal case in a civil assault and battery claim. Further, you were offered the opportunity to be transferred to a different attorney, and declined our offer. You were wronged in no way by our firm in this matter.

CONCLUSION

Your post was not only false, but defamatory and caused our firm money damages. KM&A intends to file for injunctive relief to have the post removed. We also intend to file a lawsuit against you to recover our money damages by the end of next week.

However, in the interest of avoiding costly and time-consuming litigation, KM&A is willing to release all claims against you if you remove the post *in its entirety*.

If I do not receive a response from you by September 29, 2017, I will assume that you do not wish to resolve this matter and I will initiate the litigation process.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Prabhu Narahari'.

Prabhu Narahari, Esq.