



**FACT PATTERN #4 –  
DANA LAMB V. JODIE BERNSTEIN,  
P.C.**

# CASE FILE

IN THE CIRCUIT COURT FOR PHILADELPHIA COUNTY,  
COMMONWEALTH OF PENNSYLVANIA

DANA LAMB,

Plaintiff,

v.

JODIE BERNSTEIN, P.C.,

Defendant.

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## STIPULATIONS

### **Procedural matters**

1. Federal Rules of Civil Procedure and Federal Rules of Evidence apply.
2. All witnesses called to testify who have identified the parties, other individuals, or tangible evidence at deposition or prior testimony will, if asked, identify the same at trial.
3. Deposition testimony/statements are given under oath and contain a full and complete description of all material events that occurred, and all witnesses agree that the statements given are a full and complete statement without errors or additions.
4. All reports and statements were signed under oath.
5. Each party must call one witness. Witnesses may be played by students of any gender. Any references to gender may be changed to the witnesses' genders including the they/them pronoun. The Plaintiff will call Dana Lamb. The Defense will call Riley Nolan.
6. Other than what is provided, there is nothing unusual that would detract from the background information of any of the witnesses that would bolster or detract from their credibility.
7. "Beyond the record" will not be entertained as an objection.
8. All exhibits are considered authentic for evidentiary purposes.
9. Jurisdiction is established. No challenges to jurisdiction shall be entertained.
10. The trial is taking place on October 10, 2023.
11. Pretrial motions can consist of evidentiary arguments made for either side. Each side will have a total of five (5) minutes to do so.
12. The case file is a "closed universe," and no use of outside case law or made-up material facts are permitted. For clarity's sake, a material fact is a fact that would influence an element or defense in a substantive way to make it unfair for another team to provide a fair rebuttal.
13. The defense may adopt any theory of defense it so chooses.
14. This trial will cover both liability and damages for this case.

## **Substantive Matters**

1. Plaintiff electronically signed the retainer agreement and initialed next to ¶ 3(b) of the retainer agreement.
2. The billable rate for Jodie Bernstein at the time period relevant to this matter was \$305.00 per hour.
3. The billable rate for Riley Nolan at the time period relevant to this matter was \$295.00 per hour.
4. The defense will not pursue its attorney's fees and costs in the event that it prevails, even if permitted by the retainer agreement. If permitted by the trial judge, this may be introduced into evidence at trial by any witness.
5. Dana Lamb was traveling in the red car in exhibit # 6.

## **EXHIBIT LIST**

**Exhibit 1:** Invoice from Riley Nolan, on behalf of the Bernstein firm, to Dana Lamb

**Exhibit 2:** Retainer Agreement

**Exhibit 3:** Tablet photo

**Exhibit 4:** Bernstein advertisement

**Exhibit 5:** Emails between Dana Lamb and Riley Nolan sent from October 27, 2021, until November 5, 2021

**Exhibit 6:** Auto accident photos

**IN THE CIRCUIT COURT FOR PHILADELPHIA COUNTY,  
COMMONWEALTH OF PENNSYLVANIA**

DANA LAMB,

Plaintiff,

v.

JODIE BERNSTEIN, P.C.,

Defendant.

**COMPLAINT**

1. Plaintiff, Dana Lamb, is a resident of this County.
2. Defendant, Jodie Bernstein, P.C., is a business entity with its principal office in this County.
3. This Court has jurisdiction over this matter under the laws of this Commonwealth.
4. Venue in this Court is proper under the laws of this Commonwealth.
5. Plaintiff was in an automobile accident in September 2020. Following the accident, Plaintiff determined that (s)he needed an attorney to pursue claims for injuries, both personal and to property, arising from the accident. Plaintiff chose Defendant to be Plaintiff's attorney because Ms. Bernstein advertises that she is a "Tough Lady Lawyer."
6. On or about October 20, 2021, after an initial intake call by telephone, Plaintiff came into Defendant's office, and met with Jodie Bernstein and Defendant's associate attorney, Riley Nolan.
7. At the October 20, 2021, meeting, Plaintiff reluctantly signed a retainer agreement to be represented by Defendant. Nolan provided the retainer agreement to Plaintiff in an electronic format on some type of tablet device. Due to the electronic format of the retainer agreement and Plaintiff's age, Plaintiff really could not read, much less understand the content of the retainer agreement. Plaintiff mumbled something to the effect that (s)he wished her/his late spouse was there to help Plaintiff. Defendant neither provided nor offered to provide a copy of the retainer form to Plaintiff prior to being asked to sign it.
8. Plaintiff was rushed to sign the retainer agreement, and did not have adequate time to review the terms of the retainer agreement. Plaintiff did not have time to ask for independent counsel, since Defendant was pushing that this retainer agreement needed to be signed "right now" to allow the firm to get moving on the case. Plaintiff was expressing hesitation at signing the retainer agreement. Noting Plaintiff's struggling, Defendant explained that a retainer agreement is just a standard form required by the State Bar. Overwhelmed, but nervous that if (s)he did not sign the retainer agreement that

her/his case would be harmed by delay, Plaintiff electronically signed and initialed the retainer agreement on the tablet as directed by Nolan.

9. Plaintiff paid Defendant what Plaintiff was told by Nolan was a required retainer of \$4,000.00. This sum is a large amount of money for someone in the financial situation of Plaintiff. Prior to signing, Plaintiff had asked Nolan why the retainer amount was so high and was told that quality legal representation, such as that provided by Defendant's firm, is not cheap and that, while other firms may be less expensive, that you get what you pay for.
10. At the October 20, 2021, meeting, after signing the retainer agreement, Plaintiff was told that Defendant would draw against the initial retainer payment as Plaintiff incurred legal fees and that if Defendant's legal fees exceeded the balance in the retainer account, Plaintiff would have to replenish the retainer account balance to \$4,000.00.
11. At the October 20, 2021, meeting, after signing the retainer agreement, Plaintiff specifically asked Nolan what would happen to the money in the retainer account if, for any reason, it was not fully used up by legal fees. Nolan told Plaintiff that, to the extent the retainer account was not fully exhausted by Defendant's legal fees at time the representation ended, the remaining balance would be refunded to him/her.
12. On or about November 12, 2021, Plaintiff received an invoice for legal services from Defendant in the amount of \$295.00 (a copy of the invoice is attached as Exh. 1).
13. Plaintiff was shocked at the amount of the invoice because his/her claim had barely begun, and Defendant already claimed to have used up almost 10% of the retainer.
14. After receiving the invoice, Plaintiff asked Defendant to switch the representation to a contingent fee basis arrangement so that Plaintiff would not need to advance any monies or pay anything if (s)he collected no compensation from her claim. Defendant refused this request but told Plaintiff that Defendant would be willing to continue its representation on an hourly fee basis as Plaintiff had agreed by signing the retainer agreement.
15. After Defendant refused to switch to a contingent fee arrangement, Plaintiff notified Defendant (orally and by a confirming email) that Plaintiff was terminating their relationship and demanded a refund of the balance of the \$4,000 retainer, \$3,705.00.
16. Defendant refused and continues to refuse to refund the retainer balance due to Plaintiff.

### **COUNT I – UNDUE INFLUENCE**

17. Plaintiff incorporates the allegations contained in Paragraphs 1-16 herein as if set out in full.
18. Defendant unduly pressured Plaintiff to agree to sign the retainer agreement since 1) Defendant knew that Plaintiff faced certain physical and mental infirmities due to her/his age, 2) Defendant pressured Plaintiff to sign the retainer agreement immediately by saying the retainer agreement needs to be signed "right now," or else the case would be delayed, and 3) Defendant made review of the retainer agreement by independent counsel implausible due to the pressure to sign the retainer agreement.

19. Because Defendant pressured Plaintiff to sign the retainer agreement under such conditions, Defendant has used “excessive pressure” to “overcome the will of a vulnerable person,” Plaintiff, to obtain a signature on the retainer agreement.
20. The retainer agreement between Plaintiff and Defendant, being produced through such unequitable means, is voidable as a matter of law, and should be unraveled to restore Plaintiff and Defendant to pre-retainer agreement status.
21. Accordingly, Defendant must refund Plaintiff the unused portions of the retainer fee.

## **COUNT II – BREACH OF CONTRACT**

22. Plaintiff incorporates the allegations contained in Paragraphs 1-16 herein as if set out in full.
23. Plaintiff and Defendant agreed to a contract, the retainer agreement as modified by the oral representation of Riley Nolan, under which Defendant agreed to provide legal representation to Plaintiff in return for the payment of an initial retainer of \$4,000.00.
24. Plaintiff understood and reasonably relied upon the oral representation by a representative of Defendant (Nolan) at the October 20, 2021, meeting that if Plaintiff terminated the representation of Defendant, Plaintiff would receive a refund of any balance in Plaintiff’s retainer account, less legal fees incurred as of the date of the termination.
25. Plaintiff provided notice to Defendant that Plaintiff was terminating the contract for Defendant to represent Plaintiff and demanded the refund of the \$4,000.00 retainer, less the \$295.00 for fees incurred up to the time of termination, for a refund due in the amount of \$3,705.00.
26. Defendant breached and continues to breach its contract with Plaintiff by refusing to refund the balance due from the retainer as represented and promised by Defendant’s representative, Attorney Nolan, at the October 20, 2021, meeting.

WHEREFORE, for the reasons set out above, Plaintiff demands entry of a judgment in Plaintiff’s favor and against Defendant in the amount at least \$3,705.00, plus costs and attorney’s fees as permitted by law.



**IN THE CIRCUIT COURT FOR PHILADELPHIA COUNTY,  
COMMONWEALTH OF PENNSYLVANIA**

DANA LAMB,

Plaintiff,

v.

JODIE BERNSTEIN, P.C.,

Defendant.

**ANSWER**

1. Defendant admits Paragraphs 1-4 of the Complaint.
2. As to Paragraph 5 of the Complaint, Defendant admits that Plaintiff was in an accident. Defendant is without sufficient information to admit or deny the remaining allegations in this Paragraph and, therefore, these allegations are denied.
3. Defendant admits to Paragraph 6.
4. As to Paragraph 7 of the Complaint, Defendant admits that Nolan provided the retainer agreement to Plaintiff in an electronic format on some type of tablet device. Defendant denies hearing any mumbling from Plaintiff. Defendant is without sufficient information to admit or deny the remaining allegations in this Paragraph and, therefore, these allegations are denied.
5. As to Paragraph 8 of the Complaint, Defendant admits that Plaintiff signed an electronic version of the retainer agreement and that Dolan told Plaintiff that the State Bar requires that attorneys and clients have a written retainer agreement. Defendant denies having noticed any hesitation or struggling. Defendant is without sufficient information to admit or deny the remaining allegations in this Paragraph and, therefore, these allegations are denied.
6. As to Paragraph 9 of the Complaint, Defendant admits that Plaintiff signed a retainer agreement and paid a \$4,000.00 retainer (a copy of the retainer agreement is attached hereto as Exh. 2). Defendant is without sufficient information to admit or deny Plaintiff's allegation concerning Plaintiff's "financial situation" and, therefore, denies this allegation as well as the remaining allegations of the Paragraph.
7. Defendant admits Paragraph 10 of the Complaint.
8. Defendant denies the allegations of Paragraph 11 of the Complaint. Defendant further states that the retainer agreement signed by Plaintiff expressly provides that the initial retainer amount is non-refundable.
9. Defendant admits Paragraph 12 of the Complaint.

10. Defendant is without sufficient information to admit or deny the allegations in Paragraph 13 of the Complaint and, therefore, these allegations are denied.
11. Defendant admits Paragraphs 14 and 15 of the Complaint.
12. Defendant admits Paragraph 16 of the Complaint but further states that under the express terms of the retainer agreement it has no obligation to refund the balance of the initial retainer amount to Plaintiff.
13. As to Paragraph 17 of the Complaint, Defendant incorporates by reference its response to Paragraphs 1-16.
14. Paragraphs 18-20 of the Complaint contain conclusions of law to which no response is required but which Defendant nonetheless denies.
15. As to Paragraph 21 of the Complaint, Defendant incorporates by reference its response to Paragraphs 1-16.
16. As to Paragraph 22 of the Complaint, Defendant admits that there was a contract between Plaintiff and Defendant – the retainer agreement. Defendant denies that the terms of the retainer agreement were modified by any oral representations by Riley Nolan.
17. As to Paragraph 23 of the Complaint, denied as stated. Defendant has no obligation to return to Plaintiff any portion of Plaintiff's initial \$4,000.00 retainer payment.
18. Defendant admits Paragraph 24 of the Complaint.
19. Paragraph 25 of the Complaint contains a conclusion of law to which no response is required but which Defendant nonetheless denies.

WHEREFORE Defendant demands that Plaintiff's Complaint be dismissed and that a judgment be issued in its favor and against Plaintiff, but Defendant will not pursue attorney's fees.

## STATEMENT OF PLAINTIFF DANA LAMB

My name is Dana Lamb and I am the plaintiff in this matter. I am an 82-year-old widow(er). I live independently in my own home, where my spouse also lived until his/her death several years ago. I live on fixed income, the house is paid off and I have some savings, primarily from life insurance proceeds received after my spouse's death.

In September 2020, I was involved in an auto accident that was not my fault. I suffered a broken arm, pain in my back and my car was totaled. Shortly after the accident, an adjuster for the other driver's insurance company contacted me and said I "would be taken care of" but did not specify how or when. The adjuster also wanted to get a recorded statement from me.

All of this left me concerned and confused. My spouse used to handle all these types of things, especially with money and insurance, when he/she was alive. A couple of friends suggested that I should speak with an attorney before agreeing to anything with the other driver's insurance carrier.

I don't specifically recall how I heard about Defendant, the Bernstein law firm. I do recall hearing somewhere that it had a good reputation. When I looked up the webpage for the law firm, I liked that Jodie Bernstein had an advertisement that described herself as a "Tough Lady Lawyer." What is marked as Exhibit 4 appears to be that advertisement. I'd like to think that if I'd taken a different career path that I may have become a Tough Lawyer. I also like that it appeared that the firm primarily represented normal people like me and not large corporations. As a result, following an initial call which I guess was for some type of screening I set up an appointment to meet with Ms. Bernstein on October 20, 2021.

At the October 20 meeting, I met with both Ms. Bernstein and a colleague she introduced as her associate attorney, Riley Nolan. I brought with me to the meeting various documents relating to both the accident, my personal injuries, and the value of the car. Bernstein and Nolan were both in the meeting for about 15 minutes and after speaking with me and looking at some documents they told me that they thought my case would likely settle for about \$100,000. Ms. Bernstein then told me that Nolan was an experienced attorney who had her full trust, and that Nolan would handle my case if I hired the firm. Bernstein then excused herself. I then met with just Nolan for about another hour during which Nolan interviewed me to learn more about the accident itself and my resulting injuries. Nolan also made what appeared to be a closer review of the documents I brought with me.

About 50 minutes into the meeting, Nolan told me that the Bernstein firm would take on my case if I wanted to retain them. I told Nolan that I did and asked if there was anything I needed to do. Nolan told me that to have the Bernstein firm represent me that I would need to sign a written retainer agreement officially hiring the firm and pay the firm a retainer of \$4,000. Nolan then used a phone to call an assistant, who brought in some type of electronic tablet like an iPad that contained a document called "Retainer Agreement." I was not offered or provided a paper copy of the "Retainer Agreement" until after I signed it electronically on the tablet and was about to leave the office. What is marked as Exhibit 2 appears to be a printed copy of the "Retainer Agreement."

Nolan told me to “quickly look over” the retainer agreement document on the tablet before signing it. I was uncomfortable doing so. I had trouble following it on the screen – my eyes aren’t what they once were, and I really wasn’t sure what a retainer agreement meant since, as I said, my late spouse handled these types of business things for us. I mumbled to Nolan that I wished my late spouse was here to “help me with this.” My age had also made it more difficult to comprehend these things, and I must have appeared confused to Nolan, who then explained what a retainer agreement is. I was told it was just a standard, straight-forward and routine form, that the State Bar required it. Remembering he had mentioned the \$4,000.00 dollar amount for the retainer fee, I asked whether the fee is mandatory since I have limited finances, and such a fee is a steep upfront cost for someone in my position. Nolan then told me that the retainer fee was firm policy, and that he could not waive the retainer fee. After I spent a few minutes struggling to use the tablet and read the material, Nolan became impatient. Nolan said that this retainer agreement needed to be signed “right now, or else we cannot begin working on your case, and important deadlines tend to approach quickly.” After he said that, I was just so overwhelmed and worried that I would face delays in my case otherwise, so I signed the retainer agreement. I signed the document (including some initialing) electronically where Nolan directed me to do so.

We talked a bit more about my case, and he/she provided a timeline of what will happen in the case moving forward. Then, I thought back to the retainer agreement, and wanted to ask more about the retainer fee. When I asked Nolan what would happen if Defendant’s legal fees were more than my initial \$4,000.00 payment, Nolan told me I would have to replenish the retainer account to get back to a \$4,000.00 balance. Because I was worried about how high this retainer fee was going to cost, I told Nolan that before this discussion goes any further, I need to know that I would get my money left in the retainer account at “the end of the case, no matter the circumstances.” I was told any remaining balance at the end of the case would be refunded to me because the firm only could ethically keep what it earned. Feeling relieved at having been told that, I told Nolan that was an acceptable arrangement to me. He then responded by nodding his head and said, “great.” I was comfortable leaving the meeting at the Bernstein firm that day.

I liked Nolan. After our initial meeting on October 20, I had some additional questions about my case that I emailed to Nolan. Nolan promptly responded to all my emailed questions. Still, the \$4,000.00 retainer really concerned me even though I understood it to be a State Bar requirement and was refundable. I was having lunch with some friends in early November and mentioned the retainer payment. They then asked me why I didn’t go to a firm that would handle my case on a contingent fee basis. I’d never heard the term “contingent fee” before and my friends explained to me that it meant I didn’t have to pay any legal fees unless the attorney obtained money for me and then the attorney took a percentage of the recovery. With a contingent fee arrangement, as I understand it, I would not have to put any money up front as a retainer as Defendant made me do.

After this discussion with my friends, I called Nolan and said I wanted to switch to a contingent fee arrangement because it was difficult for me to have to pay attorney fees up front. Nolan responded that the Bernstein firm does not handle cases on a contingent fee basis, only on an hourly fee basis. Nolan told me that I was better off using the Bernstein firm for my claim

because, in the long run, Bernstein's legal fees likely would be less than whatever a contingent fee would be. I then asked if Nolan could assure me that I would receive a \$100,000 settlement as Nolan and Bernstein told me on October 20. Nolan told me that while (s)he thought a favorable settlement was likely, (s)he could neither guarantee this nor promise any specific settlement amount. While I don't really understand how lawyers charge, since Nolan would not guarantee the Bernstein firm could get a settlement for me or win at trial if the case went that far, I know for certain that by retaining the Bernstein firm on an hourly-fee basis I could end up paying a lot of legal fees to the Bernstein firm and then have nothing to show for it other than being out a lot of money. Nolan told me that (s)he liked me and wanted to continue to represent me. Nolan asked me to sleep on it before making any decision about whether to take my case to another attorney.

I did sleep on it and the next day I contacted several attorneys, all of whom told me that they would handle my case on a contingent fee basis. One of these attorneys seemed to me to be at least as good as Nolan. I told the new attorney that I wanted to hire him/her to represent me. (S)he told me that (s)he was willing to do so, but that I had to terminate my representation by the Bernstein firm before I could switch attorneys.

After speaking with the individual who I wanted to become my attorney, I called Nolan. I told Nolan that I was terminating the Bernstein firm's representation of me and that I wanted a refund of my \$4,000.00 retainer, net the \$295.00 in attorney's fees listed in the November invoice from the Bernstein firm. Nolan told me that while Nolan was sorry to see me leave that the Bernstein firm would terminate its representation of me immediately. Nolan then told me that the entire \$4,000.00 initial retainer fee that I paid to the firm was non-refundable. I was shocked to hear this and told Nolan that this was directly contrary to what I understood Nolan told me when we met on October 20. I also told Nolan that keeping \$3,705.00 was wholly unfair since I had paid the retainer just a few weeks before and the Bernstein firm's own November invoice indicated that the firm only earned \$295.00 in fees, not \$4,000.00.

Nolan replied that the express written terms of the retainer agreement that I signed provided that my initial retainer fee was non-refundable. I told Nolan that I had trouble reading the retainer agreement in the electronic format on the tablet that was provided to me on October 20 and that no one offered me a printed form of the retainer agreement until I was about to leave the office on October 20. Perhaps more importantly, I was unclear about legal agreements generally because my late spouse handled these kinds of things. I reminded Nolan that he had rushed me into signing the retainer agreement, and had made my signing the retainer agreement appear urgent. I also reminded Nolan that, because of my concern about the large amount of the retainer fee and my trouble reading the agreement in an electronic format, I had specifically asked Nolan on October 20 after I signed the retainer agreement whether the retainer fee was refundable if it was not used up at the end of the case. I then told Nolan that the response to this question was that the fee was fully refundable net any legal fees earned. During this call, Nolan never denied telling me this. He never denied having rushed me to sign the retainer agreement, either. Rather, Nolan told me that if I looked at the paper copy of the retainer agreement that I received after I signed it electronically that I would see there is a provision stating that the

Bernstein firm has the right to keep the entire initial retainer payment. Nolan then told me that my representation by the Bernstein was terminated effective immediately and I could retain another attorney, that the Bernstein firm would not be providing any refund, partial or otherwise, of my \$4,000.00 initial retainer payment to the Bernstein firm. In fact, I have never received a refund of the \$3,705.00 balance from my retainer payment even though the Bernstein firm's invoice indicates the firm only did \$295.00 worth of work.

After this unpleasant conversation, and essentially being called a liar by Nolan, I'm glad that I'm no longer represented by the Bernstein firm. I feel as though I was taken advantage of because of my age and inexperience in such sophisticated matters. I just want to get my money back and never have to deal with Nolan or anyone else at the Bernstein firm again.

I have seen Exhibit 3, and I recognize that although it is not the exact tablet used by Defendant, it is an identical make and model of the tablet used by Defendant to have me sign the retainer agreement.

I have seen Exhibit 5. These are the e-mails that I sent to Nolan and his responses to my e-mails.

I have seen Exhibit 6, which is one of the photos from the auto accident that I was in on September 2020. I brought this photo with me when I went to meet with the Bernstein firm on October 20, 2021.

## STATEMENT OF RILEY NOLAN

My name is Riley Nolan. I am an associate attorney with Defendant, the Bernstein law firm. As explained below, I was the primary contact at Defendant with Plaintiff until Plaintiff terminated our representation of her/him.

Plaintiff contacted the Bernstein firm following being in an automobile accident in September 2020. In the intake call, Plaintiff told us Plaintiff suffered a broken arm, had back pain and a totaled car. Plaintiff said that shortly after the accident an adjuster for the insurance carrier for the other driver contacted Plaintiff, told Plaintiff that the insurance company would take care of Plaintiff but first needed to get a recorded statement from Plaintiff. Plaintiff said that all of this was confusing and concerning so Plaintiff thought that it was necessary to retain an attorney for representation with regard to the auto accident.

Plaintiff came into Defendant's office on October 20, 2021. Initially Plaintiff met with both Defendant's principal, Jodie Bernstein, and me. Ms. Bernstein and I did an initial interview with Plaintiff for about 15 minutes and made a quick review of the documents given to us relating to the accident and the resulting damages. Based upon this quick assessment, we told Plaintiff that we thought the case looked promising and that it would likely settle for approximately \$100,000, though we emphasized that this was just a preliminary assessment, and we could not guarantee any particular result. Ms. Bernstein then left the meeting.

After Ms. Bernstein left, I met for about an additional hour with Plaintiff, conducting a more extensive interview of Plaintiff and review of the documents that (s)he brought in. After this additional review, I told Plaintiff that I continued to think that the case likely would settle for around \$100,000, though we could guarantee no result. I said that that we would be pleased to represent Plaintiff. Plaintiff responded that Plaintiff enjoyed meeting Ms. Bernstein and me and wanted us to take on the case.

Plaintiff then asked what would be necessary to retain the Bernstein firm as counsel. I explained that Plaintiff would need to sign our firm's retainer agreement and pay a retainer fee of \$4,000.00. I called my assistant to get a copy of the retainer agreement for Plaintiff to review and sign. Since we try to operate as a paperless office, the agreement was on an iPad so that Plaintiff could review it on the screen and then, if Plaintiff accepted it, sign it electronically. Had Plaintiff asked for a paper copy of the retainer agreement, I would readily have provided one, but Plaintiff did not request one prior to signing it. The overwhelming majority of our clients review the retainer agreement in an electronic format. Plaintiff didn't ask many questions about the retainer agreement. Plaintiff asked if it was standard form. I stated that the retainer agreement was a standard form used by our law firm. I also told Plaintiff that the State Bar required retainer agreements to allow firms to represent clients.

I also explained to Plaintiff that Defendant charges its clients by the hour. My rate at the time was \$295.00 per hour. Plaintiff could expect that most of the work on the case would be done by me but to the extent Ms. Bernstein would be involved, her rate was \$305.00 per hour. I further explained that the retainer agreement required payment of a retainer fee of \$4,000.00

before we would begin work. Plaintiff asked if the retainer fee was mandatory, to which I replied yes, it is a requirement that I cannot waive.

I sat across from Plaintiff, and gave her/him time to read everything over. After it had been a while, and I was thinking that Plaintiff was doubting whether (s)he wanted to sign, I advised her/him that if (s)he wished to go to another firm, (s)he was more than welcome to, but that if Plaintiff wanted our firm to begin working on her/his case immediately, Plaintiff would need to sign the retainer agreement before leaving. After a minute or two more, Plaintiff signed the retainer agreement electronically.

After Plaintiff signed the agreement, Plaintiff and I talked a bit more about the case, and I laid out the likely timeline going forward. Plaintiff then asked me more about the retainer fee and replenishing it. I told Plaintiff that if the firm went through the initial retainer payment, Plaintiff would need to replenish the retainer to bring it back to a \$4,000.00 balance. Plaintiff then told me that (s)he would want back the retainer fee if the case concluded and there was money left over from the retainer fee. I told Plaintiff that in that circumstance, we are ethically not allowed to keep money that we did not earn, but I also told her that, per the contract, if our representation ends for any other reason, (s)he is not entitled to the remainder. After Plaintiff left our meeting, I went and told Jodie the good news that Plaintiff had signed the retainer agreement, and Jodie said, “Good work!”

Please note that in addition to signing the retainer at its end, Plaintiff specifically initialed – as I instructed – Paragraph 3(b) of the retainer agreement (attached as Exh. 2). This provision is critical here because it expressly states that the initial \$4,000.00 retainer fee is not refundable. Plaintiff never asked me about the content of Paragraph 3(b); Plaintiff signed and initialed without question or objection.

Over the course of the next couple of weeks, as evidenced by Defendant’s November invoice (attached as Exh. 1), Plaintiff emailed me several times with questions about the case. My impression is that Plaintiff, a generally pleasant elderly person of 82, was unfamiliar without how the legal process works. Based on these questions and being told when we first met that Plaintiff’s late spouse handled “business-type” things for them, I anticipated that Plaintiff would require substantial hand-holding over the course of the case. While this hand-holding would increase the legal fees, I felt it would be necessary to keep the client fully informed about the case.

I was surprised when Plaintiff called me after receiving our November invoice and told me that Plaintiff was shocked that \$295.00 in legal fees had already been incurred because, in Plaintiff’s words, “the case had not even really begun.” I explained to Plaintiff that, as the invoice indicated, the fees charged came from my handling Plaintiff’s emailed questions to me.

Plaintiff responded by stating that Plaintiff wanted to switch the case from an hourly fee basis to a contingent fee basis. Plaintiff told me that some of friends said that this was how plaintiffs’ lawyers always charge for cases. The friends also said that they thought Ms. Bernstein and I were taking advantage of Plaintiff being an elderly person by requiring payment of a retainer.



I told Plaintiff while some firms do handle plaintiff cases on a contingent fee basis, the Bernstein firm does not. I explained that in our firm most of the work on Plaintiff's case would be handled by me, a lawyer, personally. In contrast, in many firms that work on a contingent fee most of the work is handled by paralegals because these firms make money on volume. I also told Plaintiff that in our firm's experience in the end most clients paid less in legal fees by paying on an hourly basis because contingent fees attorneys typically took at least 40% of any recovery.

Plaintiff's response was that Plaintiff felt forced to pay a lot of legal fees with no guaranteed result. With a contingent fee agreement, it would cost Plaintiff nothing if Plaintiff lost even if it may ultimately cost Plaintiff more if Plaintiff prevailed in the case by a favorable settlement or at trial. I responded that I liked Plaintiff, believed in the case and would be happy to continue my representation on an hourly fee basis as we had agreed. However, most importantly, Plaintiff should be represented by the attorney felt most comfortable using, and if contingent fee agreement was critical to Plaintiff perhaps Plaintiff would be happier with another firm. I stated – and truly meant it -- that I would be honored to continue to represent Plaintiff. I ended the call by suggesting that Plaintiff sleep on the issue of switching attorneys before making any change.

Plaintiff called me the next day and informed me that Plaintiff had decided to use a different attorney, one who would use a contingent fee arrangement. I told Plaintiff that while I was disappointed in the decision, about switching counsel, Plaintiff was right to use an attorney with whom (s)he felt comfortable but that before the switch could occur, Plaintiff needed to confirm the termination by email or in writing (which Plaintiff did).

Plaintiff then told me (s)he wanted a refund of the \$3,705.00 balance in the retainer account. I told Plaintiff that terminating the Bernstein firm did not result in Plaintiff receiving any refund from the initial \$4,000.00 retainer fee payment. I referred Plaintiff to Paragraph 3(b) of the retainer agreement, which Plaintiff initialed electronically, and which expressly states that the client's initial retainer fee is non-refundable. Plaintiff did not challenge my assertion about Paragraph 3(b). Rather, Plaintiff asserted that I specifically stated that the retainer agreement was refundable when the case ended and made no mention about this being different if the case ended because Plaintiff fired the Bernstein firm as opposed to the case ending because of a settlement or after a trial. Plaintiff was misrepresenting what I had told her/him, but I once again pointed Plaintiff to the retainer agreement which expressly set out the terms of the Bernstein firm's representation of Plaintiff, including the non-refundability of the initial retainer payment. I urged Plaintiff to review the printed-out copy of the signed and initialed retainer agreement that I provided to Plaintiff for Plaintiff's records before Plaintiff left the Bernstein firm's office on October 20, the day Plaintiff signed it.

Plaintiff then angrily told me that I was calling Plaintiff a liar because Plaintiff relied on what I told Plaintiff about the refundability of the retainer agreement. Plaintiff said this verbal promise was very important to Plaintiff because Plaintiff hadn't been able to follow what (s)he read and signed in electronic format because Plaintiff's eyes aren't what they once were. Plaintiff again asserted that I specifically told Plaintiff any balance in the retainer account was

refundable at the end of case to the extent that it was not earned and that now I was going back on my word.

Since Plaintiff was clearly upset, I tried to calm Plaintiff down and stated that I was truly sorry Plaintiff felt this way. The call then ended.

I will also note that the \$295.00 charge for legal fees on the November invoice understates the fees that the Bernstein firm invoiced for November, which is substantially less than the firm rightfully could have charged Plaintiff. Because Plaintiff appeared to be a somewhat confused and unsophisticated individual, Ms. Bernstein and I decided not to charge Plaintiff for the initial consultation, which would have been \$371.25 (Ms. Bernstein - \$76.25, .25hrs at \$305/hr; me - - \$295, 1 hr at \$295/hr). I also have not charged Plaintiff for the 45-minute conversation we had before Plaintiff told me (s)he was terminating Bernstein firm's representation (\$221.25, .75 hrs at \$295/hr). Thus, even though the Bernstein firm contractually is entitled to keep the full \$4,000.00 initial retainer payment, at a minimum the Bernstein firm accumulated \$887.50 in legal fees attributable to Plaintiff prior to his/her termination of the representation.

I have seen Exhibit 2, which is the signed retainer agreement that was used by the Bernstein firm for the firm's representation of Plaintiff.

I have seen Exhibit 3, and I recognize that although it is not the exact tablet used by the Bernstein firm, it is an identical make and model of the tablet used by the Bernstein firm to have Plaintiff sign the retainer agreement.

I have seen Exhibit 4, and it is an advertisement created by the Bernstein firm.

I have seen Exhibit 5. These are the e-mails that Plaintiff sent to me, as well as my responses to Plaintiff's e-mails. I invoiced the time taken to respond to those e-mails.

I have seen Exhibit 6, which is one of the photos that Plaintiff brought into the Bernstein firm on October 20, 2021. Plaintiff said these photos were from her/his auto accident.

**IN THE CIRCUIT COURT FOR PHILADELPHIA COUNTY,  
COMMONWEALTH OF PENNSYLVANIA**

DANA LAMB,

Plaintiff,

v.

JODIE BERNSTEIN, P.C.,

Defendant.

**JURY INSTRUCTIONS**

1. A contract is a promise or set of promises between two or more competent parties, supported by legal consideration, to do or not to do a particular act and for the breach of which the law recognizes a remedy.
2. The requirements of a valid contract are offer and acceptance, consideration, competent parties and legal purpose.
3. A contract can be in writing or oral.
4. In this case, because a contract has been signed, the plaintiff has the burden of proving by clear and convincing evidence they entered into the contract as a result of undue influence.
5. To find undue influence, you must find by clear and convincing evidence that the defendant took an unfair advantage of the plaintiff's weakness of mind, to the point of overcoming the will of the plaintiff.
6. Clear and convincing evidence is defined as evidence that produces in your minds a firm belief or conviction that the allegations sought to be proved by the evidence are true.
7. Weakness of mind need not be long-lasting nor wholly incapacitating, but may be merely a lack of full vigor due to age, physical, emotional, or a combination of such factors.
8. Factors you may consider in finding undue influence include the following: (1) discussion of the transaction at an unusual or inappropriate time, (2) consummation of the transaction in an unusual place, (3) insistent demand that the business be finished at once, (4) extreme emphasis on untoward consequences of delay, (5) the use of multiple persuaders by the dominant side against a single servient party, (6) absence of third-party advisers to the servient party, (7) statements that indicate there is no time to consult financial advisers or attorneys. If a number of these elements are simultaneously present, the persuasion may be characterized as excessive.
9. Plaintiff contends that Plaintiff, because of her/his circumstances, could not reasonably be expected to understand the terms of the written retainer agreement because the agreement was only presented in an electronic format. It was difficult for Plaintiff to

thoroughly read the agreement in an electronic form, since Plaintiff is of older age and presented physical and mental infirmities. Thus, Plaintiff was unduly pressured to sign the agreement immediately and without review by independent counsel. As a result, Plaintiff asserts that Plaintiff entered into the retainer agreement under undue influence from Defendant.

10. If you find that the plaintiff signed the retainer under undue influence from the defendant, then you must find that there was not a valid contract between the plaintiff and the defendant and, therefore, that the retainer agreement is voidable.
11. If you find that the retainer agreement is voidable, you have two options.
  - a. If you find that Defendant provided no value to Plaintiff, you may award a refund of the full retainer payment (\$4,000.00) to Plaintiff from Defendant.
  - b. If you find that Defendant provided some valuable legal services to Plaintiff, you may award Defendant a reasonable monetary sum to compensate Defendant for the legal work that Defendant provided to Plaintiff.
12. However, if you do not find that the retainer agreement is voidable on the account of undue influence, then you must consider whether the retainer agreement has been orally modified or not.
13. Written contracts like a retainer agreement can be modified orally.
14. If you find the contract between the parties is not voidable, the plaintiff has the burden of proving the written terms of the contract were orally modified to which the plaintiff and defendant both agreed.
15. To find the written contract has been modified orally, the plaintiff must prove such by a preponderance of the evidence.
16. “Preponderance of the evidence” means such evidence as, when weighed with that opposed to it, has more convincing force and the greater probability of truth.
17. Plaintiff contends that whatever the written terms of the retainer agreement, these terms could be modified by an express oral representation by Riley Nolan, as an agent of Defendant.
18. Plaintiff claims that Nolan expressly modified the written terms of the retainer agreement by promising Plaintiff that any balance remaining from Plaintiff’s initial retainer payment of \$4,000.00, net any legal fees earned by the Bernstein firm, was refundable to Plaintiff at the end of Defendant’s representation of Plaintiff.
19. Plaintiff asserts that Plaintiff was reasonable to rely on Nolan’s oral modification of the contract.
20. Here, if you find there is a factual dispute regarding what each party said as it relates to any potential oral modification, it is for you to determine what each party may or may not, have said.
21. If you find that Plaintiff agreed to written terms of the retainer agreement, without any modification of the refundability of the initial retainer provision in the electronic version of the retainer agreement, then you must find for Defendant and Defendant is entitled to keep the full amount of the retainer payment.
22. If you find that Defendant agreed to enter into the retainer agreement, but that Riley Nolan orally represented to Plaintiff that Plaintiff’s initial retainer payment (net any legal

fees earned) was full refundable when Defendant's representation of Plaintiff ended, then you must find for Plaintiff and against Defendant and award Plaintiff the balance of the retainer payment not used by Defendant. It is for you to determine the balance owed to Defendant, if any.

**IN THE CIRCUIT COURT FOR PHILADELPHIA COUNTY,  
COMMONWEALTH OF PENNSYLVANIA**

DANA LAMB,

Plaintiff,

v.

JODIE BERNSTEIN, P.C.,

Defendant.

**VERDICT FORM**

We, the Jury, unanimously find (choose only of the four verdicts below -- indicate which the verdict the jury finds and fill in any blanks as appropriate):

1. \_\_\_\_\_ That the retainer agreement is voidable because Plaintiff was unduly influenced by Defendant, but that Defendant is entitled to reasonable compensation for the legal work performed for Plaintiff. We enter a verdict in favor Plaintiff, but reward the amount \$\_\_\_\_, as reasonable compensation for Defendant's legal work for Plaintiff.
  
2. \_\_\_\_\_ That the retainer agreement signed by Plaintiff is voidable because Plaintiff was unduly influenced by Defendant. We further find that as the retainer agreement is voidable, that Defendant is not entitled to any compensation and enter a verdict in favor of Plaintiff and against Defendant in the amount \$4,000.00, as refund of the full amount of the retainer payment.
  
3. \_\_\_\_\_ That Plaintiff agreed to the electronic version of the written terms of the retainer agreement, without any modifications, and find that Defendant has the right to retain the full amount of Plaintiff's retainer payment, \$4,000.00. We enter a verdict in favor of Defendant and against Plaintiff.
  
4. \_\_\_\_\_ That Plaintiff agreed to the electronic version of the written terms of the retainer agreement but reasonably relied on the oral representation of Defendant's agent, Riley Nolan, that modified a material term of the retainer agreement so that if Plaintiff terminated Defendant's representation, that Plaintiff would receive a refund of any amount of the retainer payment not invoiced by Defendant. We enter a verdict in favor of Plaintiff and against Defendant in the amount of \$\_\_\_\_, the remaining balance of Plaintiff's retainer payment.

**Exhibit 1:**

**EXHIBIT 1**

*Law Office of Jodie Bernstein, P.C.*  
Locust Street  
Philadelphia, PA 19103

Dana Lamb  
Spruce St.  
Philadelphia, PA  
19103

DATE: November 2021

File #: 4270 01-000  
Inv #: Settle

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-26-21	reviewed paperwork	0.10	29.50	RN
Oct-27-21	emails with client	0.10	29.50	RN
Oct-29-21	emails with client	0.10	29.50	RN
Nov-02-21	emails with client	0.30	88.50	RN
Nov-05-21	emails with client	0.30	88.50	RN
Nov-12-21	tried to call insurance company	0.10	29.50	RN
	<b>Totals</b>	<b>1.00</b>	<b>\$295.00</b>	
	<b>Total Fee &amp; Disbursements for all charges on this matter</b>			<b>\$295.00</b>

**PAYMENT DETAILS**

Oct-20-21	Retainer			4,000.00
	<b>Total Payments</b>			<b>\$4,000.00</b>

**Exhibit 2:**

## EXHIBIT 2

LAW OFFICE OF JODIE BERNSTEIN, P.C.  
LOCUST STREET, PHILADELPHIA, PA 19103; (215) 123-4567/ FAX (215)

I/We, Dana Lamb (the "Client"), having issues surrounding a/custody matter, hereby retain the Law Office of Jodi Bernstein P.C. ("the Firm") as my/our attorney(s) in this matter to represent me/us in this matter, and to negotiate any action relating to this representation. Litigation will only be undertaken at the Firm's discretion. In consideration of the Firm's agreement to represent me/us in connection with all rights, actions and claims which I/we now have or which may arise in the future as a result of the above, I/we hereby agree:

**1. Cooperation:** To fully cooperate with my/our said attorney(s) in the prosecution of the claim that comprises the subject matter of the Agreement. This includes, but is not limited to, making myself/ourselves available for legal proceedings, for consultations with my/our said attorney(s), keeping my/our said attorney(s) informed as to my/our current mailing address and other contact information, supplying all information promptly, truthfully and completely, including dates and material or documents requested which the lawyers determine are necessary or useful for the furtherance of these claims, following the advice given to me/us by my/our attorney, and following any court ordered issued during the course of the Firm's representation of me/us.

**2. Costs and Expenses:**

(a) To pay all costs and expenses incidental to the performance of legal services at all stages of representation. The terms "costs" and "expenses" shall include reproduction and/or copying costs which will be billed at \$.25 a page; \$.25 a page for each page of each document sent or received via facsimile; filing fees; court costs; toll and long-distance telephone charges; all calls to and from an attorney or from an attorney to a third party; postage charges; messenger fees, whether delivered by internal method or through hiring external services; transportation charges; record duplication fees; expert witness fees; subpoena fees; fees for obtaining medical records and/or business records, and all other disbursements necessary to the proper performance of legal services as are determined necessary by the Firm's lawyers. I/We understand that all of the above-mentioned types of costs may be incurred in my case. Fees will include time spent on telephone calls to and from attorney to others and to client and vice versa.

(b.) The terms "costs" and "expenses" shall also include research charges or fees incurred by the use of manual research methods or computerized research services, as well as charges for the services of law clerks, attorneys, legal assistants or paralegals which the Firm's lawyers, at their discretion, decide to hire and/or contract with, for the purpose of helping in the performance of services necessary to my representation, including, but not limited to, conducting research and preparing motions and pleadings. I/We hereby grant my/our permission for the aforementioned individuals to work on my/our case, and I/we agree that the Firm may bill for their services as a cost or expense, at rates between \$120 and \$305 an hour, depending on the type of services rendered, for 2021. I/We agree that the Firm reserves the right to charge me/us an administrative fee of \$20, plus 25 cents a page and postage to copy a file, and that amount must be prepaid in advance.

(c.) If the Firm decides to advance all or some costs and expenses at its discretion, as they are incurred, I/we agree to reimburse the Firm as soon as I/we can, and if said costs are not reimbursed at the time I/we receive funds recovered by way of settlement or verdict from any pending litigation, said costs may be added to my/our attorney's share of said settlement or verdict upon receipt of funds.

**3. Retainer and Payments:**

(a) I/We agree to pay the Firm for Attorney <sup>Riley</sup> ~~Notari~~ time on an hourly rate basis for the year 2021 in the amount of \$295 an hour

Services to be rendered past the year 2021 will be contracted for at the hourly rate established by the Firm for successive years. A \$4,000 retainer has been requested and is due. I/We understand that the Firm has no obligation to begin representation until the entire retainer is remitted. I/We agree that any and all funds I/we remit to the Firm will not be deposited into a client trust account but rather will be deposited into the Firm's general bank account.

(b.) It is likely that the retainer will not be sufficient to cover the necessary services. I/We understand that all amounts paid, including any future payments beyond those requested herein, are being paid voluntarily by me/us and are non-refundable, because of time and administrative costs involved in establishing a new case file and assigning work. In the event this Fee Agreement is not signed by the Client, but the retainer amount or any subsequent amounts for services and costs are paid to the Firm, the Client agrees that a verbal contract will have been established by said payment and all of the terms and conditions of this Fee Agreement will apply. The Firm does not guarantee that the Retainer will be sufficient to cover all of the legal services necessary in my/our matter. The Firm's staff may consult with me/us when said retainer is used, and may send a bill. The Firm reserves the right to discontinue providing legal services if bills sent by the Firm are not timely paid. If the Firm's staff continues to render services in anticipation of payment, I/we agree to be responsible for payments for those services. I/We understand that the billing will be based on any and all time spent on my/our matter, which includes time spent on any telephone calls (including those to and from the attorney), sending and reviewing correspondence and notices (to or from the attorney or others), meetings, court appearances, including time spent waiting for said appearances, and research. I/We understand that the Firm may not in the normal course of business send statements of time and costs spent to date on my/our matter. Said statements will ordinarily be issued when the retainer is used, prior to a new retainer being requested, and when this type of statement is requested by me/us. If more than one party signs this agreement it is understood that each party agrees to be responsible for the total bill.

(c.) I/We agree not to settle and/or adjust my claim for which I/we am retaining the Firm or any proceeding based thereon without first consulting my/our attorney(s) and obtaining their written consent. I/We agree to accept what my attorney recommends as a reasonable settlement offer. If I/we do not agree to accept said offer, I/we agree to discharge or not contest the Firm's attorney's petition/motion to a



court for discharge, and I/we agree to pay any unpaid attorney's fees and costs due to the Firm. I/we also agree that my bill must be current prior to the Firm's attorneys taking my matter to trial. If my/our bill is not current, I/we will not contest the Firm's motion to withdraw from my representation  
(d.) I/we agree that if a government agency accepts representation of my/our case, I/we will permit the Firm to serve as co or related counsel if the Firm so requests.

**4. Disclaimer:** I/We further state that I/we are at least eighteen (18) years of age, that I/we have read and do understand this Agreement and that I/we intend to agree that it shall be fully binding upon me/us, my/our heirs, executors and assigns. I/We further understand that the Firm does not guarantee the success or results of its representation.

**5. Successor:** If, through death, injury, retirement or other reasons, the attorney(s) handling my/our matter can no longer represent me/us, but not in instances where any party to the instant fee agreement terminates the lawyer-client relationship, the Firm shall secure the services of a successor attorney, if possible.

**6. Signatures:** I/We authorize Jodie Bernstein, Esquire, or one of the attorneys in the Firm, to execute any and all pleadings or other documents pertinent to the matter(s) for which the Firm is representing me/us.

**7. Termination:** In the event that I/we decide to terminate my/our representation by the Firm or the Firm decides to terminate my/our representation, all fees and costs accrued and not paid shall be paid within thirty (30) days of said termination. In the alternative, if the Firm's attorney's fees are not available to pay the Firm, I/we agree to protect the Firm's interest to the extent of fees and costs incurred.

**8. File:** I/We understand that the Firm reserves the right to dispose of the contents of my file upon the conclusion of my/our matter and it is my/our responsibility to request that the Firm provide me with copies of the same prior to said disposal.

**9. Social Media:** I/We agree to not use social media including, but not limited to, Facebook, LinkedIn, Twitter, Google, Snapchat, Instagram, or any other social media platform, to discuss, divulge, or disseminate information regarding the instant agreement, representation, legal proceeding(s), opponent(s), witness(es), and/or any other subject matter involving that is the subject of the instant agreement. This is a material element of the instant agreement and survives any termination of the attorney/client relationship. In the event of a breach of this paragraph, the I/we to the imposition of judicially-imposed injunctive relief and shall be responsible for all legal fees and expenses related to the enforcement of this paragraph

**10. Collection Procedures and Forum:** In the event I/we do not pay the Firm the amount which it was to have received as noted above, including any retainers or portions thereof requested in the instant agreement that remain unpaid, and any time spent and/or

costs incurred protecting funds already paid by me/us to the Firm and dealing with agencies and/or any other third (3rd) party regarding any billing dispute arising under the instant agreement, then I/we agree to pay for all collection costs, including reasonable attorney's fees and the costs of collection, including court costs and filing fees which the Firm incurs in collecting said sums from business as usual by law, court costs and attorney's fees paid to the Firm to collect the amount due, plus any and all interest, including interest assessed for non-timely payment of any amounts owed as described in the instant section, or any other interest that has

been incurred by the Firm in the event of the loss of any attorney-client relationship, in any case, by any court or by any other means or costs of concluding the same, or act in my/our interest as required by the Pennsylvania Rules of Professional Conduct. I/We further agree that if I/we do not pay the Firm any and all bills due (including any and all bills due in thirty (30) days from the date of the bill) and if said bill has not been paid, and continuing with each successive bill. I/We also agree that the laws of the Commonwealth

of Pennsylvania shall govern this Agreement and that the parties to this Agreement agree to submit to the jurisdiction of the courts of the Commonwealth and arbitration, or other proceeding(s), shall be Philadelphia, Pennsylvania.

20th day of October, 2021

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on this day of \_\_\_\_\_, 20\_\_ I/We acknowledge that I/we have retained a copy of this Agreement and returned the original to the Firm. I/We also agree that I/my d the signing attorney's faxed or Internet scanned signatures will be considered as legally valid as my/our original signatures

/s/ Jodie Bernstein (SEAL)

/s/ Dana Lamb (SEAL)

**Exhibit 3:**



**Exhibit 4:**



The advertisement features a central portrait of Jodie Bernstien, a woman with blonde hair wearing a grey blazer. To her left is a badge for the 2019 award, and to her right is a badge for the 2020 award. Both badges are blue with a red banner across the middle containing the text 'LAWYER OF THE YEAR'. The year is displayed in white on a dark blue background at the bottom of each badge.

**Best Lawyers**  
**LAWYER**  
**OF THE YEAR**  
**2019**

**Ready to See  
Some Green?  
Call Jodie  
Bernstien  
(215) 123-4567**

**Best Lawyers**  
**LAWYER**  
**OF THE YEAR**  
**2020**

**The  
Tough.  
Lady.  
Lawyer**

**Exhibit 5:**



TO: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

DATE: October 27, 2021

FROM: [DanaL138@yahoo.com](mailto:DanaL138@yahoo.com)

SUBJECT: Dear Riley, I had such a great time speaking with you during our meeting, I am excit

---

Dear Riley,

I do'nt know why this sent twice, I,m not used to using email. I was wondering if you can give me an update on the case. Have you heard from the insurance company yet?

Best,

Dana Lamb

TO: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

DATE: October 29, 2021

FROM: [DanaL138@yahoo.com](mailto:DanaL138@yahoo.com)

SUBJECT: Question

---

Dear Riley,

I was watching Maury this morning and he mentioned that there are reporters in court. I think his exact words were "Court Reporter". I did not know my case would break the news. I do not want to have to answer to the press. My late spouse dealt with all of these matters, I won't know what to say.

Best,

Dana Lamb

TO: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

DATE: November 2, 2021

FROM: [DanaL138@yahoo.com](mailto:DanaL138@yahoo.com)

SUBJECT: Questions

---

Dear Riley,

I looked up the Philadelphia courthouse in the phone book this morning. It was very hard to read, I could not navigate it with all those tiny numbers. I eventually got someone on the phone that sounded like they worked at the courthouse! I tried to schedule us our trial for next week, but they said no. They were a tad short with me if I'm being honest. I think we should try to schedule with a different courthouse, one with nicer receptionists.

Best,

Dana Lamb

TO: DanaL138@yahoo.com

DATE: October 29, 2021

FROM: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

RE: Dear Riley, I had such a great time speaking with you during our meeting, I am excit

---

Good Morning Ms. Lamb,

It was great to meet you as well. I have not yet heard from the insurance company in this case, as it has only been a few days, but I will let you know when I have heard from them. Have a great day.

Best,

Riley L. Nolan Associate Attorney  
**Bernstien Law Group LLP**  
Locust Street,  
Philadelphia, PA, 19103  
t (215) 123-4567  
[RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

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TO: DanaL138@yahoo.com

DATE: October 29, 2021

FROM: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

RE: Question

---

Good Morning Ms. Lamb,

A court reporter is someone who writes down everything that is said in court. This way, other judges may look at what was said in court later, on something called an appeal. A court reporter is not part of the press, nor the media. If you have any questions, please let me know.

Best,

Riley L. Nolan Associate Attorney

**Bernstien Law Group LLP**

Locust Street,

Philadelphia, PA, 19103

t (215) 123-4567

[RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

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TO: DanaL138@yahoo.com

DATE: November 5, 2021

FROM: [RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

RE: Questions

---

Good Morning Ms. Lamb,

I will take care of getting us our court date. In the meantime, please do not contact the court on your own. If you have any questions, or would like me to explain this further, please let me know.

Best,

Riley L. Nolan Associate Attorney

**Bernstien Law Group LLP**

Locust Street,

Philadelphia, PA, 19103

t (215) 123-4567

[RNolan13@BernsteinLaw.com](mailto:RNolan13@BernsteinLaw.com)

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**Exhibit 6:**

