



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

TARA FROST,

Plaintiff,

v.

MORGAN & MORGAN GULF COAST,
PLLC; MORGAN & MORGAN
BIRMINGHAM, PLLC; ERBY FISCHER;
J. BERNARD BRANNAN, III; ROBERT
ARNWINE; JUAN ORTEGA; A, B, and C,
the person or legal entity who was
responsible for managing, supervising,
and controlling Tara Frost's underlying
personal injury claim; D, E, and F, the
person or legal entity who participated in
the civil conspiracy, as alleged in the
complaint, and/or drafted, reviewed, or
approving the Acknowledgment &
Consent signed by Tara Frost on or
about April 18, 2025; G, H, and I, the
person or legal entity who participated in
the civil conspiracy, as alleged in the
complaint, and/or drafted, reviewed, or
approved the Confidential Release and
Settlement Agreement signed by Tara
Frost on or about April 18, 2025; J, K,
and L, the persons or legal entities who
designed, approved, or otherwise
participated in the scheme to conceal
from Tara Frost the true reasons her
underlying case was dismissed, all of
whose true names are unknown but will
be added when ascertained, individually
and severally,

Defendants.

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JURY TRIAL DEMANDED

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COMPLAINT

Factual Allegations

1. This action is governed by Alabama Code § 6-5-570, et. seq., otherwise known as the Alabama Legal Services Liability Act.

2. Plaintiff is an adult resident of Baldwin County, Alabama.

3. Morgan & Morgan Gulf Coast, PLLC is a foreign corporation and owns and manages law offices in Mobile County, Alabama.

4. Morgan & Morgan Birmingham, PLLC is a foreign corporation and owns and manages law offices in Jefferson County, Alabama.

5. Juan Ortega, Erby Fischer, J. Bernard Brannan, III, and Robert Arnwine are resident citizens of the State of Alabama.

6. In this complaint, Plaintiff will refer to Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Juan Ortega, Erby Fischer, J. Bernard Brannan, III, and Robert Arnwine collectively as "Morgan & Morgan" except as otherwise noted.

7. The facts giving rise to the claims against Defendants occurred in Mobile County, Alabama; therefore, venue is proper in this Court.

8. Juan Ortega and the fictitious defendants identified herein were acting as agents and/or employees of Morgan & Morgan Gulf Coast, PLLC, at all material times herein.

9. Erby Fisher, J. Bernard Brannan, III, Robert Arnwine, and the fictitious defendants identified herein were acting as agents and/or employees of Morgan & Morgan Birmingham, PLLC, and Morgan & Morgan Gulf Coast, PLLC, at all material times herein.

10. Morgan & Morgan, together with its related affiliates and corporations, publicly represent themselves as "America's largest personal injury firm," boasting an "army" of over 1,000 lawyers practicing in all 50 states.

11. These advertisements are designed to instill public confidence in Morgan & Morgan's ability to represent "the People" against corporations and insurance companies.

12. Morgan & Morgan further promotes its services through advertising messages such as "Our family, protecting yours," "Size Matters," and "We have a team of lawyers who will fight for you." One specific advertisement states: "Often, criminal acts such as rape, molestation, and physical violence could have been prevented had the business owner provided proper security."

13. Plaintiff, Tara Frost, viewed these advertisements and, based on the representations therein, believed Morgan & Morgan to be a reputable law firm that placed its clients' interests above all else.

14. On or about March 20, 2022, Tara Frost attended a concert at the Grounds, located at 1035 Cody Road N., Mobile, Alabama 36608.

15. While at the event, an individual entered the venue with a handgun and fired into the crowd.

16. As a result of this shooting, Plaintiff was shot in the back by a bullet, sustaining severe injuries and damages.

17. On or about March 25, 2022, Tara Frost entered into an employment agreement with Morgan & Morgan Gulf Coast, PLLC ("Morgan & Morgan"), thereby creating an attorney-client relationship with the law firm.

18. Pursuant to this employment agreement, Morgan & Morgan agreed to represent Tara Frost relative to her personal injury action arising out of the March 20, 2022, shooting incident.

19. Upon entering into this attorney-client relationship with Tara Frost, Morgan & Morgan owed Tara Frost multiple legal and ethical duties, as noted by the Alabama Supreme Court in *Hannon v State*, 266 So. 2d 825, 829 (Ala. 1972):

The relationship of attorney and client is one of the most sacred relationships known to the law and places upon the attorney a position likened to a fiduciary calling for the highest trust and confidence, so that in all his relations and dealings with his client, it is his duty to exercise the utmost honesty, good faith, fairness, integrity and fidelity . . .

20. As Tara Frost's attorney and fiduciary, Morgan & Morgan owed Tara Frost the duty of utmost loyalty, and were legally obligated to place Tara Frost's interests over and above their own interest at all times.

21. Morgan & Morgan further had a duty to avoid any conflicts or potential conflicts of interest with Plaintiff, Tara Frost, and to refrain from engaging in any conduct adverse to Tara Frost's best interests.

22. Morgan & Morgan also had the absolute duty to be honest and truthful with Tara Frost concerning her case, and to keep her reasonably informed concerning pertinent issues in her case.

23. Simply stated, Morgan & Morgan owed Tara Frost the duties to act with competence, diligence, honesty, loyalty, and integrity, always placing Tara Frost's interests above their own.

24. On February 17, 2023, Morgan & Morgan filed a complaint in the Circuit Court of Mobile County, Alabama, on behalf of Tara Frost and against Greater Gulf State Fair, Suave Entertainment, LLC, and various fictitious parties ("underlying case").

25. On May 18, 2023, Morgan & Morgan filed an amended complaint in the Circuit Court of Mobile County, Alabama, on behalf of Tara Frost, adding Back the Guard, LLC, Kentada Taylor, and additional fictitious defendants.

26. In their amended complaint in the underlying case, Morgan & Morgan alleged, *inter alia*, that said defendants (1) knew or had reason to know of the probability that the criminal conduct of a third party could endanger Tara Frost or other attendees at said concert, (2) that it was foreseeable that harm could result to Tara Frost or other attendees of said concert if defendants failed to take reasonable precautions to prevent such harm, (3) that defendants failed in their legal duty to take such reasonable measures to prevent the criminal acts of a third party causing injuries to Tara Frost or other attendees of said concert, and (4) that as a proximate consequence of defendants' wrongful conduct, Tara Frost was shot in the back.

27. On December 12, 2023, the trial court entered a scheduling order in the underlying case.

28. Pursuant to the trial court's scheduling order, the trial court set the case for trial on September 9, 2024.

29. This scheduling order required Morgan & Morgan to identify Tara Frost's liability experts by July 1, 2024, and identify fact witnesses that need to be deposed no later than April 18, 2024.

30. On March 11, 2024, Juan Ortega filed a notice of appearance and took over representation of Tara Frost for Patrick Montgomery, who left Morgan & Morgan.

31. On July 17, 2024, Morgan & Morgan filed a Joint Motion to Continue Trial Date and Extend Discovery Deadlines. In this motion, Morgan & Morgan represented that

Juan Ortega had recently filed a notice of appearance in the underlying case and taken over representation of the Plaintiff, Tara Frost, as of March 11, 2024, following Patrick Montgomery's departure from Morgan & Morgan, and the parties needed additional time to schedule party depositions, doctor depositions, and fact witness depositions, "in order to adequately prepare the case for trial."

32. On August 19, 2024, the trial court granted this Motion to Continue Trial Date and Extend Discovery Deadlines, setting the case for trial on February 10, 2025.

33. In this same order, the trial court ordered depositions of the parties be completed by January 3, 2025.

34. Importantly, this scheduling order further required Morgan & Morgan to identify any expert witnesses Tara Frost intended to call at trial, and provide Rule 26 information regarding said experts "not later than October 4, 2024."

35. Erby Fischer subsequently assumed an active role in the representation of Plaintiff, Tara Frost, pursuant to his authority as managing partner of the Mobile office.

36. Following the trial court's second scheduling order, J. Bernard Brannan, III, likewise began participating in Plaintiff's representation.

37. Accordingly, after the entry of the second scheduling order, Morgan & Morgan had no fewer than three attorneys actively representing Plaintiff.

38. Despite this, Defendants Morgan & Morgan, Erby Fischer, J. Bernard Brannan, III, and Juan Ortega willfully, recklessly, and negligently failed to depose any parties or witnesses, and failed to identify any expert witnesses, in direct contravention of the trial court's August 19, 2024, scheduling order, nor did they request the trial court enter a subsequent scheduling order extending the time to identify experts and take depositions.

39. On December 19, 2024, defendants in the underlying suit filed a joint motion for summary judgment.

40. In their motion, defendants submitted a diagram of the venue, the deposition of Tara Frost (which defendants took), and the affidavits of Courtney Lipsey, Leroy Payne, Josh Woods, and Lewis Screws.

41. Through these affidavits, defendants in the underlying suit presented the trial court with evidence supporting their argument (1) that the amount of security present at the concert was reasonable and customary for similar events in the area and at the Grounds, (2) the arrangement of off-duty police officers and private security guards at the event conformed to the practices recommended by law enforcement and met or exceeded the standard of care for similar events at the Greater Gulf State Fairgrounds for similar events, and (3) that since 2016, there had been no history of criminal activity, including incidences involving guns or gun violence, at the Grounds that would have necessitated heightened security measures be implemented for this concert.

42. Defendants in the underlying case further contended that Morgan & Morgan failed to identify any security expert capable of rebutting the evidence presented in Defendants' motion for summary judgment.

43. Alabama Rules of Civil Procedure 56 sets forth the standard for granting a motion for summary judgment: Summary judgment is appropriate when the moving parties show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law.

44. Pursuant to Rule 56, Morgan & Morgan was obligated to submit admissible evidence opposing the facts set forth in Defendants' joint motion for summary judgment.

45. Nevertheless, despite full knowledge of this obligation, Morgan & Morgan, together with Erby Fischer, J. Bernard Brannan, III, and Juan Ortega, deliberately failed to submit any evidence to counter the affidavit testimony offered by Defendants' representatives.

46. After Defendants filed their motion for summary judgment, but before filing any response, attorney Juan Ortega spoke with Plaintiff, Tara Frost. During this conversation, Ortega requested that Plaintiff complete an affidavit to be submitted in opposition to the motion, which she did.

47. During this discussion, Plaintiff asked Ortega whether he had deposed any of Defendants' witnesses, as she herself had been required to give deposition testimony.

48. Ortega falsely responded by stating "the parties had agreed that no further depositions needed to be taken," and therefore, he had not deposed any witnesses. This statement was knowingly false, made with the intent to deceive Plaintiff, and intended to conceal the legal malpractice that had previously occurred.

49. Plaintiff then asked Ortega about the status of the pending summary judgment motion. In response, Ortega stated that he was concerned the trial court would grant summary judgment, as the "judge was being difficult," and he could not "gauge the temperature of the judge."

50. Instead of making these false and misleading statements to his client, Ortega was under a duty to disclose to Plaintiff that Morgan & Morgan had not identified any liability experts, and that this failure would very likely result in her case being dismissed on summary judgment.

51. These statements were intended to mislead Plaintiff by suggesting that any adverse ruling would result from the judge's temperament, rather than from Morgan & Morgan's malfeasance.

52. As further proof Ortega knew he needed expert testimony to counter defendants' submissions, he sent an email to Erby Fischer, asking whether the Plaintiff should file a Rule 56(f) affidavit.

53. Ortega further included a Rule 56(f) argument in his draft brief in opposition to summary judgment, which was circulated to both Erby Fischer and J. Bernard Brannan, III.

54. Ultimately, Ortega, Fischer, and Brannan all agreed not to submit a Rule 56(f) affidavit and agreed not to include any Rule 56(f) argument in their brief.

55. Morgan & Morgan thereafter filed a response in opposition to Defendants' motion for summary judgment.

56. In this response, Morgan & Morgan relied solely on two citations to Plaintiff's deposition testimony, an affidavit executed by Plaintiff, and several unauthenticated newspaper articles reporting that multiple individuals had been shot and/or killed at performances involving the same rappers who performed at The Grounds on the night Plaintiff was injured.

57. On January 24, 2025, the trial court held a hearing on Defendants' motion for summary judgment.

58. At the hearing, Defendants advised the court that Morgan & Morgan had failed to identify any liability expert to rebut their submissions concerning the applicable standard of care or its breach.

59. In response, attorney Ortega argued that expert testimony was unnecessary.

60. The trial court rejected this argument, holding that in negligent security cases arising from criminal acts of third parties, Alabama law requires a plaintiff to present expert testimony both to establish the minimum standard of care owed by the defendants and to demonstrate a breach of that standard.

61. Plaintiff alleges that Morgan & Morgan's failure to identify and disclose a security expert was inexcusable. In 2023, Morgan & Morgan had in fact retained such an expert, who had consulted with Plaintiff for the purpose of offering opinions on the applicable standard of care and Defendants' breach thereof. Accordingly, Morgan & Morgan was fully aware of the necessity of expert testimony on the issue of liability.

62. On January 30, 2025, the trial court entered a written order granting summary judgment in favor of all Defendants and against Plaintiff.

63. Morgan & Morgan thereafter informed Plaintiff that the trial court had granted summary judgment and dismissed her case.

64. Within days of providing this information, Morgan & Morgan arranged a three-way telephone conference with Plaintiff.

65. During the call, attorney Juan Ortega introduced Plaintiff, for the first time, to J. Bernard Brannan, III, an attorney with Morgan & Morgan's Birmingham, Alabama office.

66. After being introduced, Brannan assumed control of the conference call.

67. During the call, Brannan made multiple statements to Plaintiff concerning her case and the reasons summary judgment had been granted.

68. Brannan told Plaintiff that her case was not strong, that they could not prove her injuries were not caused by a criminal act of a third party, and that some insurance policies have exclusions for criminal acts.

69. Brannan further told Plaintiff the trial judge was “being difficult” and the judge’s “temperament” was one of the reasons summary judgment had been granted.

70. It is undisputed that, as Plaintiff’s attorneys, Morgan & Morgan, Ortega, and Brannan owed Plaintiff an affirmative duty to act in her best interests. That duty included, but was not limited to:

- a. Fully disclosing that Morgan & Morgan had failed to comply with the trial court’s scheduling order concerning experts and witnesses;
- b. Explaining that, as a direct result of this failure, Morgan & Morgan was barred from submitting admissible expert evidence in opposition to Defendants’ motion for summary judgment; and
- c. Candidly acknowledging that Morgan & Morgan’s failure to identify and disclose liability experts was the actual reason summary judgment was entered – rather than attributing the result to the “judge’s temperament” or the judge “being difficult.”

71. Further, as Plaintiff’s fiduciary, Morgan & Morgan and its attorneys were obligated to fully disclose the consequences of their malpractice, including advising Plaintiff that she possessed a potential claim against them arising from their professional negligence.

72. In addition, Morgan & Morgan was under a legal and ethical duty to immediately withdraw from the representation of the Plaintiff, advise Plaintiff to obtain

independent counsel, and refrain from taking any further action in light of the direct conflict of interest created by their malpractice.

73. Morgan & Morgan, Ortega, and Brannan, however, failed to honor these duties and obligations, and did not provide Plaintiff with an honest explanation for the dismissal of her case.

74. Instead, Brannan presented Plaintiff with two options: (1) pursue an appeal, which he represented as futile; or (2) accept a “settlement” with Defendants, under which Morgan & Morgan guaranteed that Plaintiff would receive \$75,000 after the deduction of fees, expenses, medical bills, and liens.

75. This proposal was not advanced in Plaintiff’s best interests, but rather as a means to placate her, conceal Defendants’ malpractice, evade accountability for the dismissal of her case, and induce her to relinquish her rights, in an attempt to cover up and hide their legal malpractice.

76. Relying on all of the representations made to her by her attorneys, who she still believed were acting in her best interests, Plaintiff accepted the proposed settlement.

77. On or about February 18, 2025, Plaintiff contacted Juan Ortega by text message to inquire about the status of her settlement funds.

78. Shortly thereafter, Plaintiff received a document through DocuSign, which Morgan & Morgan advised required her signature. Plaintiff executed the document and returned it to Morgan & Morgan.

79. Plaintiff also executed a release in favor of the defendants in the underlying case.

80. Between February 18, 2025, and April 17, 2025, Plaintiff contacted Ortega on multiple occasions to ask why she had not received her settlement funds.

81. In response, Ortega repeatedly told Plaintiff Morgan & Morgan was "working on the paperwork."

82. On April 17, 2025, Plaintiff received a telephone call from Morgan & Morgan requesting that she attend a meeting at their office to receive her settlement funds.

83. Morgan & Morgan gave her two options for the meeting -- either meet the next day, April 18, 2025, or the following Wednesday.

84. Tara Frost chose April 18, 2025, to pick up her \$75,000 settlement check from Morgan & Morgan.

85. Upon arriving at Morgan & Morgan on April 18, 2025, Tara Frost was led to a conference room where she was met by Bernard Brannan, who introduced himself. Tara Frost had never met Mr. Brannan.

86. Mr. Brannan was accompanied by Robert Arnwine at this meeting, whom Tara Frost had never spoken to or met. Mr. Arnwine did not introduce himself nor did he say anything during this meeting.

87. Mr. Brannan then informed Tara Frost that he was now handling her case.

88. Juan Ortega was not present during this meeting, but had knowledge as to the purpose of this meeting with Tara Frost.

89. Upon Plaintiff's arrival, attorney Bernard Brannan assumed control of the meeting.

90. During this meeting, Brannan informed Plaintiff that she was required to sign two documents before receiving her settlement check.

91. Neither Brannan nor attorney Robert Arnwine explained why the documents were necessary, nor did they explain their contents or legal significance.

92. Instead, Brannan and Arnwine simply presented the documents, told Plaintiff she must sign them in order to receive her settlement funds, and then left the room to allow her to review them.

93. Brannan took the \$75,000 settlement check with him when he left the room.

94. Plaintiff attempted to review the documents but was unable to comprehend their contents.

95. Plaintiff then telephoned her father to ask what she should do.

96. Her father advised: "Well, you were expecting to receive \$75,000, and they have your \$75,000 check, so I guess you have to sign the paperwork to get your settlement money," or words to this effect.

97. Plaintiff thereafter signed the two documents as instructed. Only after signing did Brannan give Plaintiff her \$75,000 settlement check.

98. In reality, the two documents Plaintiff was coerced to sign were (1) a *Confidential Release and Settlement Agreement* by and between Tara Frost and Morgan & Morgan (and its attorneys) and (2) an *Acknowledgment and Consent Agreement*. See exhibit 1 and 2.

99. Juan Ortega knew, or later discovered, that Brannan and/or Arnwine had coerced Plaintiff into signing the *Confidential Release and Settlement Agreement* and the *Acknowledgment and Consent Agreement* by conditioning delivery of her settlement funds upon her execution of those documents.

100. Ortega also knew, or later discovered, that Brannan and/or Arnwine failed to fully inform Plaintiff of the true reasons her underlying case was dismissed.

101. Despite this knowledge, Ortega took no steps to remedy their misconduct, took no steps to advise Plaintiff of her legal rights, or took any other steps to protect his client, Tara Frost – all for the sole purpose of further concealing Morgan & Morgan's malpractice.

102. Arnwine likewise knew that Plaintiff was coerced into signing the above-referenced documents by Brannan, as he was physically present in the meeting and listened to Brannan speak to Plaintiff. Nonetheless, Arnwine allowed Brannan to coerce Plaintiff into signing, with full knowledge that it was a blatant breach of their duty of good faith, honesty, and loyalty to their client – again for the purpose of perpetuating the concealment of Morgan & Morgan's malpractice.

103. Some time after signing the documents, Plaintiff spoke with Brett Anderson, the attorney who originally referred her to Morgan & Morgan. During this conversation, Plaintiff learned for the first time that one of the two documents she had been compelled to sign released Morgan & Morgan and its attorneys from any and all claims for legal malpractice arising from their handling of her case.

First Cause of Action
(Legal Malpractice)

Comes Now the Plaintiff, Tara Frost, and hereby alleges against Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, J. Bernard Brannan, III, and Juan Ortega as follows:

1. Plaintiff re-alleges and incorporates herein all of the preceding allegations, and further alleges as follows:

2. The Defendants negligently and wantonly violated each of those duties they owed Tara Frost as set forth above, all in violation of the Alabama Legal Services Liability Act, codified at Alabama Code § 6-5-570 *et seq.*

3. As a proximate consequence of Defendants' violation of the Alabama Legal Services Liability Act, Plaintiffs' case against the defendants in the underlying suit was dismissed, resulting in Plaintiff recovering less than what she should have recovered had the motion for summary judgment been denied, was caused to incur monetary damages, has suffered mental anguish and emotional distress, and will so suffer such injuries and damages in the future.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants, Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, J. Bernard Brannan, III, and Juan Ortega, for compensatory and punitive damages in excess of the jurisdictional threshold of this Court, plus interest and costs.

Second Cause of Action
(Willful and Reckless Misrepresentation, Deceit, and Fraudulent Suppression)

Comes Now the Plaintiff, Tara Frost, and hereby alleges against Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, Juan Ortega, J. Bernard Brannan, III, and Robert Arnwine as follows:

1. Plaintiff re-alleges and incorporates herein all of the preceding allegations, and further alleges as follows:

2. As set out above, Defendants Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, Juan Ortega, J. Bernard Brannan, III, Robert Arnwine, D, E, F, G, H, I, J, K, and L made multiple misrepresentations of fact to the Plaintiff, and/or, suppressed facts they were under an duty to disclose to Plaintiff.

3. These representations and suppression of facts were false, were made or suppressed willfully or recklessly with the intent to deceive Plaintiff, and constitute violations of Alabama Code §§ 6-5-100 through 6-5-104.

4. Plaintiff relied upon said representations and suppression of facts to her detriment.

5. As a proximate consequence of Defendants' false representations and suppression of facts as set forth hereinabove, Plaintiff suffered those damages as set forth hereinabove.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants, Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, Juan Ortega, J. Bernard Brannan, III, Robert Arnwine, D, E, F, G, H, I, J, K, and L for compensatory and punitive damages in excess of the jurisdictional threshold of this Court, plus interest and costs.

Third Cause of Action
(Conspiracy to Commit Fraud)

Comes Now the Plaintiff, Tara Frost, and hereby alleges against Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, Bernard Brennan, III, Robert Arnwine, Juan Ortega, D, E, F, G, H, I, J, K, and L as follows:

1. Plaintiff re-alleges and incorporates herein all of the preceding allegations, and further alleges as follows:

2. Upon entry of summary judgment in the underlying case, Defendants knew they had committed legal malpractice.

3. Rather than disclose these facts to their client, Defendants deliberately chose to conceal their malpractice in an effort to avoid liability.

4. To further this concealment, and in an attempt to extinguish Plaintiff's potential malpractice claims against them, Defendants entered into a nefarious agreement among themselves to engage in coordinated acts of deception.

5. As part of this scheme, Defendants drafted a *Confidential Release and Settlement Agreement* purporting to release Morgan & Morgan Gulf Coast, PLLC, and its attorneys from liability.

6. Defendants also drafted an *Acknowledgment and Consent Agreement* purporting, among other things, to demonstrate Plaintiff waived her rights to independent counsel.

7. Defendants thereafter agreed to arrange a meeting with Plaintiff under the pretense that she was simply coming to collect her settlement funds.

8. At that meeting, Defendants planned to present Plaintiff with the two agreements, falsely representing that she was required to sign them in order to receive her settlement funds.

9. In accordance with this plan, on April 17, 2025, Defendants contacted Plaintiff and directed her to come to Morgan & Morgan's Mobile office to pick up her settlement check.

10. Believing she was only there to collect her funds, Plaintiff drove to the office on April 18, 2025.

11. During the meeting, Defendant Bernard Brannan told Plaintiff she must sign two documents before receiving her \$75,000 settlement check.

12. Relying on the representations of her attorneys, Plaintiff signed the documents without fully reviewing or understanding them.

13. Only after Plaintiff signed the two documents did Defendants deliver the \$75,000 settlement check to her.

14. The foregoing conduct constitutes a conspiracy among Defendants to commit fraud upon their client, Plaintiff Tara Frost.

15. Plaintiff further alleges that Defendants' conduct in conspiring to commit fraud upon Plaintiff is part of a pattern and practice of wrongful conduct.

16. As a direct and proximate result of said civil conspiracy, Plaintiff has suffered the damages and injuries previously set forth herein.

WHEREFORE, Plaintiff Tara Frost demands judgment against Defendants Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, Bernard Brannan, III, Robert Arnwine, Juan Ortega, and fictitious parties D, E, F, G, H, I, J, K and L, jointly and severally, and requests the Court to enter a judgment as follows:

- a. For an Order rescinding the *Confidential Release and Settlement Agreement* and *Acknowledgment and Consent Agreement* executed by Plaintiff on April 18, 2025, as they were procured through fraud and coercion;
- b. For compensatory damages in an amount to be determined by a jury;

- b. For punitive damages in an amount sufficient to punish Defendants for their willful and malicious conduct, and to deter similar misconduct in the future;
- d. Costs and interest.

Fourth Cause of Action
(Negligent and Wanton Supervision)

Comes Now the Plaintiff, Tara Frost, and hereby alleges against Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, A, B, and C as follows:

1. Plaintiff re-alleges and incorporates herein all of the preceding allegations, and further alleges as follows:
2. Erby Fischer was the managing partner for the Mobile office at all material times herein, and undertook to manage, supervise, and control Tara Frost's personal injury claim.
3. Morgan & Morgan has a sophisticated case management program, accessible to Erby Fischer and others, that tracks and monitors cases in the Mobile office.
4. Morgan & Morgan had designated Tara Frost's personal injury case a high value case, and therefore was one of the cases it actively managed, supervised, and controlled.
5. During the course of the Plaintiff's case, Defendants knew or should have known the trial court entered a scheduling order requiring Plaintiff to identify her experts by October 4, 2024.
6. Despite this knowledge, Defendants negligently and wantonly failed to properly manage, supervise, and monitor those attorneys who were then responsible for

the prosecution of Tara Frost's lawsuit, and allowed this deadline to pass without identifying any experts.

7. As a proximate consequence of said negligence and wantonness, Plaintiff suffered those damages as set forth hereinabove.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendants, Morgan & Morgan Gulf Coast, PLLC, Morgan & Morgan Birmingham, PLLC, Erby Fischer, A, B, and C for compensatory and punitive damages in excess of the jurisdictional threshold of this Court, plus interest and costs.

Respectfully submitted,

HEDGE COPELAND, P.C.
Attorneys for Plaintiff

/s/ S. Russ Copeland
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**Defendants to be served by private process server
by agreement of Defendants' Counsel to the following:**

Michael E. Upchurch, Esquire
Frazer Greene LLC
104 St Francis St #800
Mobile, AL 36602