NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

ALFONSO J. SEBIA and PAMELA SEBIA, Appellants v. MCNEES WALLACE & NURICK, LLC and BRUCE R. SPICER, Appellees	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 1403 EDA 2013

Appeal From The Order April 12, 2013
In The Court of Common Pleas of Philadelphia County Civil Division
At No(s): August Term, 2010, No. 002480

BEFORE: ALLEN, JENKINS, and FITZGERALD*, JJ.

MEMORANDUM BY JENKINS, J. **FILED MARCH 11, 2014**

Alfonso Sebia, a fifty-percent owner of All-Staffing, Inc. ("ASI"), and his wife, Pamela Sebia, allege that the law firm of McNees Wallace & Nurick, LLC and attorney Bruce Spicer (collectively "McNees") committed legal malpractice in connection with the sale of Mr. Sebia's ASI stock. At the conclusion of the Sebias' case in chief, the trial court granted McNees' motion for compulsory nonsuit. The trial court determined that the Sebias did not have an attorney-client relationship with McNees; only ASI did.

The Sebias filed post-trial motions seeking a new trial, which the trial court denied. McNees entered judgment in its favor, and the Sebias filed a timely appeal. While the trial court did not direct the

* Former Justice specially assigned to the Superior Court.

Sebias to file a statement of matters complained of on appeal, the court complied with Pa.R.A.P. 1925(a) by incorporating its opinion denying post-trial motions.

The Sebias raise three issues in this appeal:

> 1. Did the lower court err in granting a directed verdict[1] holding that there was no "credible evidence whatsoever" that an attorney-client relationship existed?
>
> 2. Did the lower court err in excluding evidence of [Mr. Sebia's] pancreatic cancer?
>
> 3. Did the lower court err in granting a motion in limine preventing [the Sebias'] expert from testifying to damages?

Finding no error, we affirm.[2]

I. Evidence Adduced Prior To Nonsuit

Pursuant to Pa.R.Civ.P. 230.1, the trial court must enter a compulsory nonsuit at the close of the plaintiffs' case when they fail to establish a right to relief. In evaluating the trial court's grant of a nonsuit, this Court

> must view the evidence adduced on behalf of the [plaintiffs] as true, reading it in the light most favorable to [them]; giving [them] the benefit of every reasonable inference that a jury might derive from the evidence and resolving all doubts, if any, in [their] favor. Additionally, a compulsory nonsuit may be entered only in cases where it is clear that the plaintiff[s] [have] not established a cause

[1] The trial court granted a compulsory nonsuit, not a directed verdict.

[2] Pages 2-21 of this opinion discuss the Sebias' first and most important argument in this appeal: whether the order granting the nonsuit was proper. Footnote 6 on page 21 addresses the Sebias' second and third issues.

> of action. When so viewed, a non-suit is properly entered if the plaintiff[s] [have] not introduced sufficient evidence to establish the necessary elements to maintain a cause of action.

Keffer v. Bob Nolan's Auto Service, Inc., 59 A.3d 621, 631 (Pa.Super.2012) (citations omitted). Guided by this standard, we view the following evidence adduced during trial in the light most favorable to the Sebias.

In 1992, Mr. Sebia and his partner, Stan Costello, formed ASI, a privately held professional employment organization ("PEO") which provided clients with payroll, human resources and workers' compensation insurance services. Mr. Sebia and Mr. Costello each owned 50% of ASI's stock.

In 2005, Dalrada Corporation, a California PEO, offered to purchase ASI. In March 2006, following negotiations in which Mr. Sebia took an active role, ASI executed a letter of intent to be acquired by Dalrada. The letter of intent contemplated a stock purchase deal in which Dalrada would, among other things, buy Messrs. Sebia's and Costello's ASI stock and provide employment agreements to the Sebias.

ASI's in-house attorney, Dan Ziegler, voiced concerns about the Dalrada purchase. Consequently, in the spring of 2006, Mr. Sebia consulted with Jeffrey Waldron, outside counsel from the firm of Stevens & Lee. Waldron advised Mr. Sebia to "run, don't walk away

from this deal" and to "leave a vapor trail out the door." Despite these warnings, Mr. Sebia elected to proceed with the deal because he was "happy with that deal."

In the summer of 2006, ASI hired McNees to represent ASI in the Dalrada deal. The engagement letter from McNees to ASI dated August 15, 2006 states:

> You have engaged McNees Wallace & Nurick LLC to assist with the proposed sale of the stock of [ASI] and related entities to Dalrada. . .**As a technical matter, our client is the corporation, not any individual shareholder**. . . [W]e always recommend that individual owners consider obtaining separate legal counsel. We do so here as well.

[Emphasis added]. There was never any engagement letter between McNees and the Sebias themselves.

Mr. Sebia agreed that he did not hire McNees or communicate with McNees in any way. All communications with McNees were through ASI's in-house counsel, Mr. Zeigler. Moreover, subsequent to the engagement letter, Mr. Sebia did not ask McNees to perform due diligence in the Dalrada transaction; to attend ASI's meetings with Dalrada; or to attend meetings with ASI's accountant, Smoker Smith, concerning how to structure the transaction. Smoker Smith structured the transaction with Dalrada in a meeting that McNees did not attend. McNees never sent bills to the Sebias, and the Sebias never paid any of McNees' bills.

The Sebias never called McNees themselves. They participated in just one telephone conference with McNees before ASI consummated the deal with Dalrada. McNees' attorney, Mr. Spicer, spoke from his office; the Sebias, the Costellos and Mr. Zeigler participated from Costello's office, and Costello initiated the call. Mrs. Sebia was present for part of the meeting but left long before the meeting concluded. Mr. Sebia claimed he had "no doubt" at the time of this conversation that McNees was representing him individually, because he, "at that point, didn't know the difference between [ASI] and Al Sebia. What's good for [ASI] is good for Al Sebia. What's bad for one is bad for the other[.] As long as they coddled and protected [ASI], they were coddling and protecting me."

On September 5, 2006, Mr. Sebia signed the purchase agreement with Dalrada. Before signing, Mr. Sebia did not send the agreement to McNees for review. McNees did not receive the agreement until Zeigler e-mailed it to McNees on September 8, 2006. Zeigler's e-mail stated that Mr. Costello (not Mr. Sebia) "asks that you review the stock purchase and guarantee agreements, determine what supplemental documents will be needed to complete the guarantees, i.e., UCC 1's, and prepare the documents needed." During a phone call shortly thereafter, ASI again requested McNees' comments on the agreement. Mr. Sebia did not participate in the phone call.

On September 18, 2006, McNees e-mailed a warning to Mr. Zeigler about potential problems in the agreement. Mr. Costello was copied on the e-mail, but not Mr. Sebia. In the same e-mail, McNees asked whether ASI wanted it to review the Sebias' employment agreements with Dalrada, which at that point remained unsigned. Mr. Zeigler forwarded McNees' question to Mr. Sebia, but Mr. Sebia never contacted McNees with an answer. The Sebias signed the employment agreements without seeking McNees' analysis.

On September 20, 2006, Mr. Sebia signed a slightly revised version of the purchase agreement without informing McNees or asking McNees for review. Mr. Sebia later admitted that the revised agreement did not address the concerns that McNees raised in its September 18, 2006 e-mail. Mr. Sebia acknowledged reading McNees' e-mail but concluded it had no value. He did not contact McNees to discuss it.

On November 15, 2006, Zeigler e-mailed the revised agreement to McNees and asked for its review. On November 20, 2006, McNees replied that the revised agreement did not address most of the points raised in McNees' September 18, 2006 e-mail. McNees again provided a list of comments and suggestions, but ASI did not make any further changes.

The deal was finalized, and Dalrada acquired ASI. But in the spring of 2007, Dalrada failed to pay Mr. Sebia an installment of $125,000 that was due under the purchase agreement. On July 9, 2007, Mr. Sebia and Zeigler drafted a letter rescinding the agreement without asking for McNees' review or opinion on this course of action. Two months later, Mr. Sebia learned that this letter had never been mailed to Dalrada, and that the agreement had not been rescinded.

In September 2007, Longview Fund, one of Dalrada's lenders, foreclosed on Dalrada's assets, including the ASI stock, and obtained control of Dalrada. Longview then fired the Sebias. Mr. Sebia hired attorney Joseph Kluger and entered into an engagement letter in which Kluger agreed to represent Mr. Sebia personally. Thereafter, Mr. Sebia received and paid Kluger's bills.

On October 18, 2007, McNees sent rescission letters on ASI's behalf to Dalrada and Fenix Capital, a Longview entity. Mr. Sebia, with Kluger's advice, approved the letters. Subsequently, ASI and Mr. Sebia entered into negotiations to buy out his interests in ASI. McNees represented ASI, while Kluger represented Mr. Sebia. The negotiations were unsuccessful. After December 2007, McNees had no further involvement with ASI.

II. Relevant Law

To prove an action for legal malpractice, the plaintiff must establish an attorney-client relationship. ***Cost v. Cost***, 450 Pa.Super. 685, 677 A.2d 1250, 1254 (1996). Absent an express contract, an implied attorney-client relationship will be found if the plaintiff proves all of the following elements by a preponderance of the evidence: (1) he sought advice or assistance from the attorney; (2) the advice sought was within the attorney's professional competence; (3) the attorney expressly or impliedly agreed to render such assistance; and (4) it is reasonable for the putative client to believe the attorney was representing him. ***Id***.; ***see also Fiorentino v. Rapoport***, 693 A.2d 208, 212 (Pa.Super.1997) (each element of legal malpractice requires proof by preponderance of the evidence).

Three decisions are particularly helpful to our analysis: ***Atkinson v. Haug***, 424 Pa.Super. 406, 622 A.2d 983 (1993), ***Cost, supra***, and ***First Republic Bank v. Brand***, 2001 WL 1112972 (C.P.Phila.Cty. 2001). We discuss each case in detail.

Our review begins with ***Atkinson***, the oldest of the three cases. Atkinson became partners in an apartment complex with his friend and business associate, Haug, an associate attorney in the Acton law firm ("Acton"). When the investment failed, in an attempt to recover his financial loss, Atkinson filed a malpractice action alleging that Acton

was vicariously liable because Haug provided faulty business advice within the scope of his employment at Acton. This Court affirmed the lower court's grant of summary judgment against Atkinson. We held that Acton was not vicariously liable, because the evidence failed to establish an attorney-client relationship between Atkinson and Haug:

> The record reveals [Atkinson] is an educated man, knowledgeable and seasoned in the business world and owner and president of a successful cargo transportation business. Prior to the [apartment] venture, [Atkinson] had borrowed money for his personal investments and, impliedly, had knowledge of the paperwork required and its legal significance. A reasonable, sophisticated business person would not sign document after document, imputing financial liability, without reading them. Nor would he assume so obvious a financial risk relying only on an off-handed, nebulous comment by Haug that his risk would be limited to his interest in the partnership. Furthermore, the fact Haug is an attorney by trade does not necessarily characterize each of his utterances as 'legal advice,' capable of being upheld as binding in the courts of this Commonwealth. In further support of the absence of an attorney/client relationship, we rely on the facts there was no express legal agreement between the parties, no fee arrangement was entered nor retainer paid, no particular legal ramifications of the deal were discussed, [Atkinson]'s testimony offered no indication he asked Haug for legal counsel nor did Haug indicate he was Atkinson's attorney or attorney for the project. . .By investing in [the apartment venture], Attorney Haug merely donned his investor hat and recruited friends and acquaintances to join in what each investor believed would be a profitable venture.

Id., 622 A.2d at 987. We concluded: "[Atkinson]'s subjective belief [that] an attorney/client relationship existed between he and Haug is an insufficient basis upon which to find there existed a genuine issue

of material fact precluding summary judgment." ***Id***. at 987-88. We further observed that "[Atkinson]'s testimony only established the predicament in which he now finds himself is the result of his own carelessness." ***Id***. at 987.

This Court decided ***Cost*** several years after ***Atkinson***. The plaintiff in ***Cost*** filed an action against attorney Pawk, attorney Kotarba and Kotarba's law firm for alleged malpractice in connection with her husband's purchase of family businesses from other family members. Pawk was her husband's niece. To complete the sale, the plaintiff, as spouse of one of the purchasers, had to sign various agreements, including a "spousal joinder" in which she agreed to indemnify and release the sellers from liability in connection with the proposed sale. The plaintiff missed the closing at Kotarba's law office, so she signed the documents in Pawk's office one week later.[3] The plaintiff claimed in her pleadings that the defendants, as counsel to the various family businesses, owed her a duty "to explain to [her] what was going on in the transaction at or prior to the execution of the aforementioned documents." The plaintiff alleged that the defendants' failure to advise her of the ramifications of the transaction caused her to "incur[] substantial liability to [sellers] in the form of certain tax indemnifications for various liabilities of companies as well as

[3] It appears that Pawk and Kotarba worked in different offices and were not in the same law firm.

attorneys fees and expert expenses in [her] subsequent efforts to undo the effect of said indemnifications." The trial court sustained the attorneys' preliminary objections and dismissed the malpractice action.

This Court affirmed, reasoning that the plaintiff neither sought nor received legal advice from Park or Kotarba when she signed the transaction documents. To the contrary, the plaintiff admitted in her amended complaint that Pawk simply displayed the documents to be executed and opened each copy to the appropriate places while the plaintiff signed as directed. Nor was there any direct or indirect contact between the plaintiff and Kotarba.

This Court added that "the plaintiff's belief that the defendants represented her interests was a *subjective* one, which is insufficient to overcome the grant of preliminary objections." ***Id***., 677 A.2d at 1254 (emphasis in original) (citing ***Atkinson, supra***). The plaintiff based her subjective belief that Pawk represented her on Pawk's status as her husband's niece, Pawk's status as an attorney and Pawk's demeanor during the execution of the documents. She also formed a subjective belief that Kotarba represented her because Kotarba previously represented various partnerships in which she held an equitable interest, and because she received a phone call to come to Kotarba's offices to sign the transaction documents (the meeting that she missed). These subjective beliefs, we observed, did not overcome

> the fact. . .that the plaintiff never sought nor received legal assistance from any of the defendants either prior to or at the time of the 'buyout' involving the Cost enterprises. This undermines any reliance upon the 'subjective' belief that the defendants owed the plaintiff a duty to represent her interests in the transaction.

***Id*.** at 1255.

Finally, in ***Brand***, a bank sued multiple shareholders of a mortgage company for alleged fraud in the sale of the mortgage company to the bank ("the underlying sale"). The shareholders argued that the bank's law firm in the fraud action ("the firm") had represented both the bank and the shareholders in the underlying sale and therefore was disqualified from representing the bank against the shareholders in the fraud action. The Court of Common Pleas of Philadelphia County denied the shareholders' motion to disqualify the firm based on its decision that the shareholders did not have an attorney-client relationship with the firm. The court found significant the facts that the shareholders (1) were represented by other counsel in the underlying transaction; (2) had no prior relationship with the firm; (3) never requested the firm to represent them; (4) never entered into any express agreement or fee arrangement with the firm; (5) never received a bill from or paid a retainer to the firm; and (6) never received particularized legal advice from the firm. ***Id*.,** 2001 WL at 1112972, *6.

The court rejected the shareholders' argument that the firm had full and unfettered access to the mortgage company's financial records and thus had considerable information about the shareholders. This, the court said, did not create an implied relationship between the firm and the shareholders, because "[a]s a practical matter, it is common in corporate practice for a corporation's attorney to have frequent access to confidential corporate records, including information about the corporation's shareholders." ***Id***.

The court disagreed with the shareholders' argument that the firm performed work for the shareholders by drafting documents for the underlying transaction and a checklist for the closing. An attorney-client relationship, the court stated, requires the attorney to counsel the client "specifically and particularly." ***Id***. at *7. If an attorney-client relationship comes into existence merely because the attorney provides a person some indirect benefit, "an attorney representing on[e] party in a commercial transaction would almost invariably end up representing all of the parties in the [t]ransaction," an "untenable" situation. ***Id***. While some of the law firm's actions

> no doubt benefitted the [shareholders], they also advanced the interests of all the other parties to the [t]ransaction and do not amount to advice provided specifically to the [shareholders]. Thus, they do not support the [shareholders'] contention that they had a legal relationship with the [law firm].

Id.

The only "real support" for the shareholders' argument, the court commented, was language in the cover letter of an invoice from the law firm to the mortgage company stating that the enclosed invoice was for work done on behalf of the company "and its investors." But even this did not establish an attorney-client relationship with the shareholders, since "this letter is addressed to Donald L. Salmon as President of [the mortgage company]. In addition, the invoices attached to the [shareholders'] own [m]otion indicate that the charges were billed to [the mortgage company], not the [s]hareholders." ***Id***. at *8.

III. Discussion

Viewed in the light most favorable to the Sebias, the evidence fails to establish that it was reasonable for them to believe McNees was representing them. Therefore, we need not consider whether the Sebias satisfy the other three ***Cost*** criteria.

The Sebias never signed an engagement letter with McNees; only ASI signed the engagement letter. The engagement letter explicitly identified McNees' client as "the corporation [ASI], not any individual shareholder," adding: "We always recommend that individual owners consider obtaining separate legal counsel. We do so here as well." The Sebias never had face-to-face meetings with McNees, received bills from McNees, paid McNees' bills, or complained

about McNees' services. The Sebias did not telephone McNees themselves; the only time they spoke with McNees was during one teleconference, when Mr. Costello initiated the call. The Sebias did not ask McNees to perform due diligence in the Dalrada transaction or invite McNees to meetings with ASI's accountants concerning this transaction. Before signing the original or revised stock purchase agreements with Dalrada, the Sebias did not ask McNees for its opinion about these instruments. Nor, despite McNees' offer, did the Sebias ask McNees to review their employment agreements with Dalrada before signing them. Prior to September 2007, the Sebias only contacted Zeigler, ASI's in-house counsel, for advice about the deal. In mid-2007, when the Sebias became disenchanted with the Dalrada deal, Mr. Sebia drafted a rescission letter along with Zeigler but did not send the letter to McNees for review. And when Longview took over Dalrada and fired the Sebias, they did not turn to McNees for assistance but instead hired their own personal counsel, Kluger, to represent them. A nonsuit against the Sebias was proper under these circumstances, since no reasonable jury could conclude that the Sebias themselves had an attorney-client relationship with McNees.

Atkinson, ***Cost*** and ***Brand*** undermine the Sebias' argument that they had an attorney-client relationship with McNees. ***Atkinson*** and ***Cost*** teach that absent a signed agreement, the plaintiff's

subjective belief of an attorney-client relationship is not a sufficient basis for finding that it actually exists. The Sebias made this mistaken assumption; Mr. Sebia erroneously discerned "[no] difference between [ASI] and Al Sebia [because] [w]hat's good for [ASI] is good for Al Sebia." Nevertheless, *ASI alone* hired McNees to represent its interests. McNees was careful to specify in its engagement letter that its only client was ASI, and the evidence summarized above gave the Sebias no reason to believe otherwise.

While ***Brand*** is a trial court opinion and therefore is not binding on this court, its analysis is highly persuasive. Like the shareholders in ***Brand***, the Sebias had no prior relationship with McNees; never expressly requested McNees to represent their individual interests instead of just ASI's interests; never entered into their own written agreement with McNees; never received particularized legal advice from McNees; and never received a bill from McNees or paid fees themselves to McNees.[4] ***Brand*** cogently observes that the shareholders did not become clients of the law firm simply because they received some indirect benefit from the firm's work. Likewise, while some of McNees' work might have indirectly benefited the

[4] The Sebias' evidence on this point is even weaker than the shareholders' evidence in ***Brand***. The law firm in ***Brand*** actually sent one bill to the mortgage company advising that it had performed work for the "investors". McNees did not send any bill to ASI with this type of representation.

Sebias, this did not give the Sebias reason to believe that they themselves had an attorney-client relationship with McNees. Furthermore, just as the law firm in ***Brand*** had access to confidential information about the shareholders, McNees no doubt had access to confidential information about the Sebias – but McNees only enjoyed this access because it was performing services for its client, ASI, not because it had a fiduciary relationship with the Sebias.

We do not accept the Sebias' characterization of key pieces of evidence. The Sebias make much of a September 8, 2006 e-mail from Zeigler to McNees enclosing the original stock purchase agreement: "Stan Costello asks that you review the stock purchase and guarantee agreements and determine what supplemental documents are needed to complete the guarantees, i.e., UCC-1's, *and prepare the documents needed*." [Emphasis added] The Sebias insist that this italicized phrase instructs McNees to "represent the sellers individually" and to prepare the documents necessary to protect the individual shareholders. Brief for Appellants, p. 22. This is hopeful rumination instead of sound argument: nothing in this ambiguous language suggests that the clients actually are the Sebias instead of ASI. Given the attorney-client relationship already in existence between ASI and McNees, "prepare the documents needed" is merely an instruction to prepare documents

for ASI in accordance with the engagement letter between McNees *and ASI*.

The Sebias also misread an April 3, 2006 letter from Zeigler, in his capacity as ASI's in-house counsel, to Jeffrey Waldron, the Stevens & Lee attorney who warned Mr. Sebia against entering into the agreement with Dalrada. The letter states in relevant part:

> [Mr. Costello] wants to engage [Stevens & Lee] for the purpose of advising [ASI] on this purchase agreement. . . [Mr. Costello] would appreciate your review of the draft and whether the terms are reasonable. They also need advice on how to structure personal employment agreements which will provide for performance driven increases in the future and current levels of compensation to equate to their present earnings perks and other benefits.

Although this letter was to Stevens & Lee, the Sebias insist, in a leap of logic, that it proves that McNees later represented the Sebias. Experience teaches that each attorney-client relationship is different. The terms of engagement with one law firm do not serve as a reliable indicator of terms of engagement with a different firm. Thus, assuming that this letter requests that Stevens represent the Sebias, this does not demonstrate that McNees later agreed to represent the Sebias or that that Sebias expected McNees to represent them.

Nor do the 41 excerpts of trial testimony catalogued in the Sebias' opening brief demonstrate that they reasonably believed McNees represented them. We discuss a representative sample below.

Mr. Sebia repeatedly testified that (1) he intended ASI's check to McNees to be payment for representing him as the shareholder; (2) he believed McNees was representing him, since he was the real seller, and since he believed McNees was acting in his best interests; (3) he thought that his accountant, Smoker Smith, had recommended that he personally hire McNees; (4) he and his partner, Mr. Costello, were accustomed to having the same attorney represent them in both their individual and corporate capacities. Appellants' Opening Brief, pp. 30-31, 34, 35 (excerpts 1-4, 9, 11). As we discussed above, the plaintiff's subjective belief of attorney/client relationship does not establish that one actually exists. ***Atkinson, supra***. Mr. Sebia also testified that McNees gave him "personal legal advice" while he was undergoing treatment for pancreatic cancer. Appellants' Opening Brief, pp. 31-34 (excerpts 5-8). His testimony, however, referenced just one telephone conference between Messrs. Sebia, Costello and Zeigler at Costello's office[5] and McNees attorney Spicer in McNees' office. This meeting was not for the purpose of giving particularized legal advice to Mr. Sebia. The fact that Messrs. Costello, Zeigler and Sebia were together illustrates that this was a conference *between ASI and McNees* to discuss *ASI*'s future. Any indirect benefit to Mr. Sebia from this conference did not give him reason to believe that he

[5] Mrs. Sebia was also introduced to McNees but did not stay for most of the conference.

personally had an attorney-client relationship with McNees. Mr. Sebia also testified that McNees reviewed his personal employment agreement with Delrada, ***Id***., pp. 36-38 (excerpts 13-14), yet he signed the employment agreement without asking for McNees' input. Had he believed that McNees was his personal counsel, he would have sought McNees' advice before signing this important agreement.

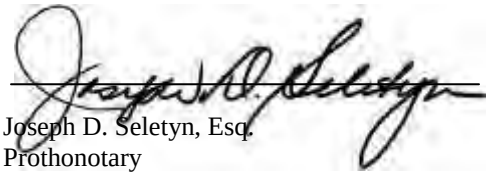
Mrs. Sebia testified that she thought McNees represented her and her husband because of the single telephone conference at Costello's office, in which McNees attorney Spicer was introduced as "our" attorney for selling ASI. She also testified that Spicer reviewed her personal employment agreement with Delrada. ***Id.,*** pp. 38-44. These facts are unconvincing for the reasons given above: the conference was clearly between ASI and McNees, and she never personally asked McNees for advice about the employment agreement. What little work McNees did on the employment agreement was part of its services to ASI. This work might have provided indirect benefit to Mrs. Sebia, but it did not establish an attorney-client relationship between McNees and her.

Finally, the Sebias point to the opinion of their expert witness, Alan Frank, Esquire, that McNees identified the wrong client in its engagement letter, and that McNees actually represented the shareholders, Sebia and Costello. ***Id.,*** pp. 46-52. These are legal

conclusions masquerading as expert testimony, hence the trial court properly declined to give them any weight. ***Coleman v. W.C.A.B.***, 577 Pa. 38, 842 A.2d 349, 353 (2004) (questions of law are not fit for expert testimony).[6]

For these reasons, we affirm the order denying the Sebias' post-trial motions.

Judgment Entered.



Joseph D. Seletyn, Esq.
Prothonotary

Date: 3/11/2014

[6] We need not tarry long with the Sebias' second and third arguments in this appeal. In their second issue, they complain that the trial court erroneously excluded evidence that Mr. Sebia had pancreatic cancer during the events in question. We agree with the trial court that this evidence was irrelevant to whether the Sebias had an attorney-client relationship with McNees. Moreover, injection of cancer evidence would have prejudiced McNees by focusing attention on a tangential but emotionally charged subject.

In their third issue, the Sebias argue that the trial court erroneously excluded expert testimony on the valuation of ASI. This issue of damages is moot in light of our determination that the Sebias had no attorney-client relationship with McNees.