SLEET, District Judge.

I. INTRODUCTION

In June of 1998, Ralph Milner, M.D. (" Dr. Milner") filed this action against Geoffrey Anders, Janice Cunningham, Health Care Law Associates, P.C., and Beck and Anders Law Associates, P.C. (collectively, "the defendants") for legal malpractice. This action arose in connection with a merger, which the defendants allegedly facilitated, of several opthalmalogical practices into an entity known as Advance Eye Care, P.A. ("AEC"). In his complaint, Dr. Milner alleges that the defendants acted as attorneys in law and in fact to him, and that the defendants negligently represented him as his purported attorney.

Presently before the court is the defendants' motion for summary judgment. In their motion, the defendants argue that they are entitled to judgment as a matter of law because they did not act, in law or in fact, as Dr. Milner's attorneys. Looking at the record evidence in the light most favorable to Dr. Milner, the court agrees. Therefore, the court will grant the defendants' motion for summary judgment. The following sections set forth the reasons for the court's decision more thoroughly.

II. FACTS

Because the central legal dispute in this case concerns whether an attorney-client relationship developed between Dr. Milner and the defendants, the court will focus on facts relevant to this issue.

A. Initial Merger Talks

On or about December 7, 1994, Health Care Consulting, Inc. ("HCC") was contacted concerning a possible merger of several opthalmology practices in Wilmington, Delaware. HCC is a subsidiary of the Health Care Group, Inc. The Health Care Group, Inc. also has another subsidiary,

Health Care Law Associates, P.C. ("HCLA").[1] Geoffrey T. Anders ("Anders") and Janice Cunningham ("Cunningham") are two attorneys concurrently employed by both HCC and HCLA.

On December 19, 1994, Anders and Cunningham met with representatives of several opthalmological practices at the offices of Dr. Charles Wang. Present were the plaintiff, Ralph Milner, M.D., Charles Wang, M.D., Dorothy Moore, M.D., Sharon Lehman, M.D. Josh Kalin, M.D. George Popel, M.D., Douglas Lavenburg, M.D., Douglas Mazzuca, M.D., Richard Sherry M.D. and Michael Vincent, M.D. During this initial meeting, Anders described, among other things: 1) the types of practice combinations that might be pursued, and 2) the services that HCC and HCLA might provide in facilitating a merger or other combination. It was also explained that once merger terms were agreed upon, HCLA could provide services memorializing the transaction, but that the physicians need not utilize HCLA to do so.

At this meeting, Anders and Cunningham also informed the group that each doctor's personal attorney, or the attorney for each medical practice, would need to review the proposed transactions because the defendants would not represent the individual physicians or practices as attorneys. Doctors Michael Vincent, George Popel, Stefan O'Connor, Dorothy Moore and Charles Wang all stated in their depositions that it was clearly explained to them that they should seek their own counsel and that they would not be represented individually by HCLA. In fact, Doctors Vincent, Popel, Moore and Wang all stated that they had been advised of this fact on multiple occasions.[2]

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[1]HCLA is a trade name for Beck and Anders Law Associates P.C. The shareholders of HCLA are also partial shareholders of The Health Care Group, Inc. Therefore, HCLA is a sister corporation of HCC.

[2]While Dr. Milner does not necessarily dispute this fact, he contends that this information was never conveyed in writing.

On February 23, 1995, Anders and another associate, attorney Daniel Bernick, attended a second meeting with representative doctors from the various practices.

B. Proposal Letter

On April 18, 1995, a proposal for services ("Proposal letter") was sent to Dr. Wang as the nominal group leader on HCG stationery. The five-page Proposal letter contemplated the provision of consulting services by HCC in the form of preliminary preparation, documentation and evaluation, financial analysis, operating and business plan development and administrative consulting services. The Proposal letter also set forth a possible merger date and estimated costs and a payment schedule as well.

In addition, the Proposal letter specifically addressed services to be provided by HCLA under the heading "Provision of Legal Services." The Proposal letter specifically stated: "You have requested that legal services for the combination of the practices be provided by our sister corporation, Health Care Law Associates, P.C." D.I. 90 at 255. This section went on to describe the major documents to be prepared including: 1) merger agreements; 2) shareholder agreements, 3) employment agreements; 4) an 'Inter-doctor' agreement (which describes how income will be divided, how the group will be governed, etc.); 5) by-laws for the new group, and 6) other agreements and legal services as necessary. *Id.* The section of the letter pertaining to HCLA also advised that "The attorney/consultants assisting me for the merger will be Daniel Bernick and Janice Cunningham." *Id.*

C. The Merger Talks

Representatives from HCC met again with the physicians' representatives on June 21, 1995. Some time around June of 1995, the physicians decided to form a group without walls, which the

defendants describe as "a partially integrated structure with semi-autonomous divisions." Between June 21, 1995 and June 26, 1996 representatives from HCC met with the opthalmologists on at least fifteen different occasions. These meetings were held on such topics as: merger process planning, business plan development, income division, governance, interdoctor issues and operations. It appears to be undisputed that Dr. Milner attended each of these meetings except one held on September 27, 1995, which involved issues relating to governance. The opthalmologists were provided with meeting minutes summarizing each meeting's discussions and decisions made by consensus. The decisions made by consensus at these meetings would be included in an interdoctor letter which was developed piecemeal as the merger meetings progressed.

Dr. Milner does not to dispute that he participated in these discussions. It seems that his chief concerns revolved around income divisions of his own practice, Delaware Eye Associates, P.A. ("DEA") and his payout arrangements in the event of death, disability or retirement from practice. The defendants claim that these issues were discussed as part of the overall group sessions, and they were also discussed in correspondence with Dr. Milner from April through October of 1996.

With respect to the correspondence, Dr. Milner claims that he wrote letters to HCLA[3] on April 24th and June 1st of 1996 about his specific concerns relating to DEA and the merger. Dr. Milner claims that in responding, Cunningham neither refused to answer his questions nor did she direct him to ask his own counsel. In fact, Dr. Milner alleges that she provided him with substantive legal responses to his questions. Dr. Milner also alleges that Cunningham admits that HCLA received

[3]Dr. Milner alleges that he corresponded with Cunningham through HCLA, thus, he was seeking legal advice. However, the court notes that Dr. Milner addressed his letters to Cunningham at HCG and her responses are on HCG stationary. The court can find no support from the letters themselves which substantiates Dr. Milner's claim.

correspondence from many of the individual constituent practices at some point asking questions about the merger. Dr. Milner also states that at no time from January of 1996 to the conclusion of the merger did Cunningham or Anders refuse to answer any of his questions, or insist that his questions be put to personal counsel, or otherwise explain that the issues were beyond their representation. Finally, Dr. Milner also calls attention to the fact that Cunningham and Anders admit that they never told the doctors whether they were providing legal or consulting services.

D. The Merger Documents and Dr. Milner's Resignation from the AEC

The documents underpinning the formation of the group without walls practice set forth a corporate structure agreed to by all of the opthalmologists. The documents included an interdoctor letter of June 26, 1996, a Shareholder's Agreement, a Deferred Compensation Agreement, an Employment Agreement and a Joint Plan and Agreement of Merger. Most relevant to the motion before the court is the June 26, 1996 interdoctor letter. This letter memorialized the initial agreements of the opthalmologists working toward formation of the group without walls and was circulated to each opthalmologists. In particular, the interdoctor letter stated that: "This letter recites your individual promises regarding your joint practices of opthalmology . . . in a newly created professional corporation, Advanced Eye Care, P.A." D.I. 90 at 268. The interdoctor letter also stated that: "If the terms described herein meet with your approval, you should each sign this letter, upon which it will become legally binding among you. By signing this letter, you agree as the owners of your present practices to cause the corporations and practices described below to follow the arrangements described in this letter." *Id.*

Anders and Cunningham allege that they told the opthalmologists to send copies of that letter, along with other various draft discussion documents, to their advisors. It is undisputed that Dr.

Milner did forward the interdoctor letter and the other draft documents to an attorney, Norris P. Wright, Esq ("Wright"). It is undisputed that Wright rendered an opinion which he provided to Dr. Milner on the documents and the merger terms. It is also undisputed that many of the other doctors involved also had these documents reviewed by their individual counsel. Other doctors who had their documents reviewed by their personal attorneys included Drs: George Popel, Stefan O'Connor, Charles Wang, Dorothy Moore, Richard Sherry (who did not become a signatory party to the merger) and Douglas Lavenburg.

By Spring of 1997, after the merger, interdoctor disagreements and problems began to develop in Dr. Milner's division of the merged practice group. On February 9, 1998, Dr. Milner tendered his written resignation from the merged practice group effective May 9, 1998.

III. STANDARD OF REVIEW

The court can only grant summary judgment if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact, and that the moving party is entitled to a judgment as a matter of law. Fed. R. Civ. P. 56(c). *See also Seibert v. Nusbaum, Stein, Goldstein, and Bronstein & Compeau, P.A.*, 167 F.3d 166, 169 (3d Cir. 2000). In deciding a motion for summary judgment, the court must construe the facts and inferences in a light most favorable to the non-moving party. *See Coregis Ins. Co. v. Larocca*, 80 F. Supp. 2d 454, 454 (E.D. Pa. 1999). The role of the court is not "to weigh the evidence and determine the truth of the matter, but to determine whether there is a genuine issue for trial." *Taylor v. Plousis*, 101 F. Supp. 2d 255, 261 (D.N.J. 2000) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)).

With these standards in mind, the court turns to the substance of the defendants motion for

summary judgment.

IV. DISCUSSION

In their motion for summary judgment, the defendants argue that Dr. Milner cannot establish that an attorney-client relationship, either express or implied, existed between the parties. The defendants also contend that there is no evidence in the record to support Dr. Milner's claim for negligent misrepresentation. The court will first address whether there was an attorney-client relationship between Dr. Milner and the defendants. The court will then address whether there are genuine issues of material fact concerning alleged misrepresentations made by the defendants to Dr. Milner.

Dr. Milner asserts two main bases in support of his contention that an attorney-client relationship developed between the parties. First, he claims the relationship was created by an express agreement with HCLA. Second, he claims that the conduct between the parties created an implied attorney-client relationship.[4] The court will address these arguments in turn.

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[4]Dr. Milner also asserts that even if the court finds that no attorney-client relationship existed, he is still entitled to maintain his legal malpractice claim under a third party beneficiary theory. The court will not address Dr. Milner's third party beneficiary argument. However, the court does note that generally, "attorneys are not held liable to third parties for the consequences of their actions." *David B. Lilly Co., v. Smith, Gill, Fisher & Butts*, C.A. No. 89-683-CMW, 1991 U.S. Dist. LEXIS 17759, at *14-15 (Dec. 4, 1991). Delaware law has yet to recognize this theory. *See id.* (stating that "Delaware Courts have yet to speak on the extent to which they are willing to extend liability of an attorney to third-parties . . . .").

"Generally, in extending attorney liability to third parties, there must be some degree of foreseeability. Thus, unless the attorney knew or should have known that the advice rendered would be provided to the third party and relied upon by the third party or the contract entered into between the attorney and client expresses an intent to benefit a third person, there exists no duty between the attorney and the third party." *See id*. at *17-18. The record before the court and the plain language of the Proposal letter would not support a third party beneficiary theory as a matter of law.

A. Express Attorney-Client Relationship

Generally, a plaintiff in a legal malpractice action must plead and prove the existence of an attorney-client relationship, list the acts constituting negligence, show that the negligence was the proximate cause of the injury and show the fact and extent of the injury. *See Walls v. Levinson,* 1990 WL 47346, at *5 (Del. Super. Apr. 11, 1990). Whether an attorney-client relationship exists depends on the facts, circumstances, and findings in a particular case.[5] *See In the Matter of Berl*, 540 A.2d 410, 414 (Del. 1988). *See also SBC Interactive, Inc. v. Corporate Media Partners,* No. 15987, 1997 Del. Ch. LEXIS 170, at *12 n.7 (Del. Ch. Dec. 8, 1997)*;Herzing v. Priestley*, Civ. A. No. 11701, 1992 WL 76957 at *4 (Del. Ch. Apr. 15, 1992). Normally, the most critical fact or circumstance used to determine if an attorney-client relationship exists would be an express agreement for legal services between the parties. *See SBC Interactive*, 1997 Del. Ch. LEXIS 170, at *12.[6]

In this case, Dr. Milner argues that because HCLA drafted documents related to "designing and structuring the entity" for the doctors, "it strains logic to suggest that an express legal relationship did not exist between HCLA and Dr. Milner." Thus, Dr. Milner's argument implies that simply because of his status as one of the physicians entering the merger, HCLA became his attorney. In support of this argument, Dr. Milner repeatedly refers to purported language in the Proposal letter to demonstrate that "HCLA offered to assist any of the doctors with problems 'specific to a

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[5]The court notes that Delaware law is not well developed on this issue.

[6]The preamble to the Delaware Model Rules of Professional Conduct states: "[m]ost of the duties flowing from the client-lawyer relationship attach only after the client has requested the lawyer to render some legal services and the lawyer has agreed to do so." *See Del Model Rules of Prof. Conduct.*

particular practice.'" D.I. 95 at 5, 7 & 22.

After reading the Proposal letter, the court finds this argument to be without merit because it is clear that the language to which Dr. Milner refers is quoted out of context. Under the heading, "Costs and Payment Schedule," the Proposal letter sets forth an estimated costs for *HCC's* fees and services. The Proposal letter goes on to say:

> The above fee estimate anticipates dealing with problems and concerns in the normal course; ***it does not include*** for example, updating retirement plans for changes in the law, drafting pre-existing oral lease agreements, ***or resolving problems specific to a particular practice***. We are happy to assist any of the doctors with these concerns, but the cost should be borne by the individual practice (since they are not merger-related issues).

D.I. 90 at A256 (emphasis added).[7] In light of the clear language of the Proposal letter, the court concludes that the Proposal letter, in and of itself, did not create an attorney-client relationship between HCLA and the individual doctors. Rather, the letter clearly explains that services were being provided to the entity, not to individual doctors.

Dr. Milner's contention is also refuted by Delaware law. In *SBC Interactive, Inc. v. Corporate Media Partners*, in ruling on a motion to disqualify, the court first had to determine if an attorney-client relationship existed between the plaintiff and the defendants' counsel.[8] No. 15987, 1997 Del. Ch. LEXIS 170 (Del. Ch. Dec. 8, 1997). In *SBC Interactive*, the plaintiff, a general partner, argued that they had an attorney-client relationship with the partnership entity's counsel

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[7]Dr. Milner asserts that it is not clear whether HCC is providing service to the doctors or whether HCLA provides service to the doctor. Based on the proposal letter, this distinction is clear to the court. However, in terms of the parties' actual conduct, the court has determined that this distinction is not relevant to its ultimate conclusion.

[8]The *SBC Interactive* court used the same standard to determine if an attorney-client relationship existed that the court is applying in the instant matter. *See Id.* at *12 (citing *In the Matter of Berl*, 540 A.2d at 414).

based solely on their status as general partners. *Id*. at *10. In rejecting this argument, the court determined that the plaintiff could not reasonably claim that they expected that the partnership's counsel was also its own when counsel clearly explained that it solely represented the partnership's interest. *Id*. at *14-15. Similarly, in this situation, the court concludes that Dr. Milner cannot establish an express attorney-client relationship with HCLA when it was clearly explained that HCLA would work to create documents for the merged entity and would not serve as counsel for individual practices.

B. Implied Attorney-Client Relationship

Under Delaware law, an attorney-client relationship can also be implied from the conduct of the parties. *See In the Matter of Berl*, 540 A.2d at 414; *SBC Interactive*, 1997 Del. Ch. LEXIS 170, at *12. *See also Jack Eckerd Corp. v. Dart Grp. Corp.*, 621 F. Supp. 725, 731 (D. Del. 1985) (citing *Connelly v. Wolf, Block, Schorr and Solis-Cohen*, 463 F. Supp. 914, 919 (E.D. Pa. 1978)). In determining if an attorney-client relationship exists, the court is required to make a "realistic assessment of all aspects of the [putative] relationship." *See Delaware Trust Co. v. Brady*, Civ. A. No. 8827, 1988 WL 94741, at *3 (Del. Ch. Sept. 14, 1988). Again, whether an attorney-client relationship exists depends on the facts and circumstances of each case. *See In the Matter of Berl*, 540 A.2d at 414.

Dr. Milner argues that in light of the facts and circumstances of this case, the court should find that an attorney-client relationship developed between the parties. In particular, he again points to the language in the Proposal letter and the correspondence between him and Anders and Cunningham. In contrast, the defendants argue that no implied attorney-client relationship existed between the parties because it is undisputed that 1) Dr. Milner and the other physicians were told that

the defendants would not serve as counsel to any of the doctors individually during formation of the merger, 2) it is undisputed that each doctor was advised that he should have his own counsel review matters and documents concerning the merger, 3) Dr. Milner had his own counsel review and render an opinion regarding the merger documents, and 5) Dr. Milner never asked, directly or by inference, for the defendants to represent him.

After considering the facts and circumstances contained in the record in the light most favorable to Dr. Milner, the non-moving party, the court concludes that an attorney-client relationship cannot be inferred from the conduct of the parties. In making a "realistic assessment of all aspects of the relationship" between the parties, *see Delaware Trust Co. v. Brady*, 1988 WL 94741, at *3, neither the Proposal letter nor the correspondence between Dr. Milner and HCC employees suggest that an attorney-client relationship existed. Moreover, in the context of the undisputed facts of this case, the court cannot realistically conclude that an attorney-client relationship developed between the parties.

First, neither the Proposal letter nor the correspondence between Dr. Milner and Cunningham create a genuine issue of material fact. By its plain language, the Proposal letter clearly states that HCC would not provide legal services to the individual practices as part of the services they were providing to the AEC. This language along with strong evidence in the record which demonstrates that the physicians were informed that they were not being individually represented by HCLA,[9] simply

[9]There is overwhelming evidence in the record that the physicians were told at least two times to seek the advice of their own counsel (for example, at the initial meeting and when the interdoctor letter went out). Furthermore, the defendants have adduced deposition testimony from several physicians which strongly suggests that the doctors were told that HCLA did not represent them individually more than twice.

does not establish an attorney-client relationship. As for the correspondence[10] between Dr. Milner and Cunningham, Dr. Milner wrote Cunningham seeking explanation of the documents and merger terms. Cunningham's responses merely explain the documents. Although Dr. Milner points to phrases contained in these four letters[11] in an attempt to argue that an attorney-client relationship developed, the court declines to construe Cunningham's conduct as being inconsistent with her responsibilities to the entity as a whole. *See Multilist Service of Cape Girardeau v. Wilson*, 14 S.W.3d 110, 114 (Missouri Ct. of Appeals, Eastern Dist. Southern Div. 2000). *Cf. Mursau Corp v. Florida Penn Oil & Gas, Inc*., 638 F. Supp. 259 (W.D. Pa. 1986) (holding that no attorney-client relationship existed between a limited partner and counsel who represented the partnership entity because the limited partner was aware that counsel represented the entity, and the limited partner had his own independent counsel despite the fact that counsel advised the limited partner regarding the partnership's business).

In *Multilist Service*, a Missouri Court of Appeals, when faced with a factual scenario similar to this case,[12] held that an individual member of a corporation could not establish that an attorney-

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[10]Dr. Milner first wrote Janice Cunningham on April 24, 1996. In this letter, Dr. Milner asks Cunningham to explain the documents as they pertain to buy out and says that his concerns are group specific to his practice. In her May 28, 1996 response, Cunningham's comment simply explains the documents to Dr. Milner. They do not provide legal advice. Next, Dr. Milner offers a letter he wrote to Cunningham on June 1, 1996, in support of his claim. This letter again asks for explanation of the documents. Cunningham responded on June 17, 1996. Again, Cunningham's response merely explains documents.

[11]For example, Dr. Milner argues that Cunningham used the word "opinion," at one point to describe her recollection of what occurred at a meeting. The use of the word "opinion" in this context, however, does not automatically transform the letter into a legal opinion.

[12]In *Multilist Service*, the plaintiffs were members of a not-for-profit corporation. *Id.* at 112. After the corporation dissolved, the individual members tried to sue the corporation's counsel for malpractice. *Id.* In attempting to establish that an attorney-client relationship existed

client relationship existed with the corporation's counsel even though counsel gave specific advice to members, when asked, on occasion. *Id.* at 114 (stating that counsel also attended meetings, wrote letters regarding the corporation's business and how it related to members when asked). In *Multilist Service*, the court found that there was no attorney-client relationship because counsel's conduct was consistent with his duty to the entity as a whole. *Id.* In other words, the court found that counsel "necessarily had to discuss legal matters with members, as a corporation is an artificial entity which must act through an agent." *Id.*

The court also notes that in *SBC Interactive*, 1997 Del. Ch. LEXIS , the Delaware Chancery court held that a general partner could not claim that it reasonably believed that an attorney-client relationship existed with the partnership's counsel. The court reasoned that the general partner's conduct demonstrated that it was aware that counsel did not represent its interests. *Id.* at *11. In particular, the court reasoned that evidence showing that the putative client was represented by its own counsel negates any claim that the client reasonably believed that an attorney-client relationship existed. Id. at * 13. In fact, the court stated that "[u]nder no construction of the facts could a reasonable person" in the putative client's position claim that such a relationship existed. *Id.*

Although it is undisputed that Dr. Milner relied on the advice of independent counsel, Norris Wright ("Wright"), Dr. Milner still attempts to downplay the role of his own counsel in this matter. However, besides seeking the opinion of Wright, the record undoubtedly shows that Dr. Milner sought representation from another attorney, Peter Shanley ("Shanley"), when the dispute with AEC

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between the individual members and counsel, the members claimed that they "understood" was employed to represent individual members along with the corporation. *Id*. at 114. The members alleged that they believed that counsel represented them individually because counsel attended meetings, gave advice to specific members when asked, and from some opinion letters counsel drafted regarding corporation business. *Id.*

worsened in May of 1997. Shanley then negotiated on behalf of Dr. Milner with the AEC through Anders and Cunningham. Dr. Milner informed the AEC of his resignation in February of 1998. The fact that Dr. Milner sought independent counsel to negotiate with the AEC strongly negates his claim that he believed that the defendants were acting as his counsel. In light of these facts, the court must conclude, just as the *SBC Interactive* court reasoned, that under no construction of the facts could a reasonable person in Dr. Milner's position realistically expect that HCLA represented his interests.[13]

Because it is undisputed that the physicians were advised that they were not being represented individually by HCC or HCLA, the physicians were clearly advised to seek independent representation, and Dr. Milner had independent representation, the court concludes that no attorney-client relationship can be inferred from the facts and circumstances of this case.

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[13]Dr. Milner has also alleged that the defendants are liable to him for negligent misrepresentation. In order to prevail on a claim of negligent misrepresentation, the plaintiff must show 1) false representation, 2) of a material fact, 3) the plaintiff's belief in the truth of the statement and justifiable reliance thereon, and 4) damage to the plaintiff as a result of such reliance. *See Zirn v. VLI Corp.*, 681 A.2d 1050, 1061 (Del. 1996); *see also Aubrey Rogers Agency, Inc. V. AIG Life Ins. Co.*, 55 F. Supp. 2d 309, 317 (D. Del. 1999).

As an initial matter, Dr. Milner cannot sustain a negligent misrepresentation claim for the same reasons that his third party beneficiary claim fails. Generally, attempts by third parties to recover for pure economic loss arising out of negligent performance of a contractual duty will fail due to a lack of privity. *See Guardian Constr. Co. V. Tetra Tech Richardson, Inc.*, 583 A.3d 1378, 1381 (Del. Super. 1990) (citations omitted)

Also, although Dr. Milner alleges that many facts are in dispute on this issue, none of these are material issues of fact. Although factual disputes are usually not resolvable through summary judgment, immaterial factual disputes will not preclude summary judgment. *See Brzoska v. Olson*, 668 A.2d 1355, 1365 (Del. 1995). In this case, Dr. Milner has not demonstrated that there is a genuine issue of material fact as to whether the defendants made false representations to him. Rather, the undisputed facts in the record show that Dr. Milner read the merger documents, had those documents reviewed by his own counsel and signed those documents. Dr. Milner cannot now credibly allege that he was not aware of the differences between solo and group practice divisions within the AEC. Thus, the court will also dismiss Dr. Milner's claim for negligent misrepresentation.

V. CONCLUSION

For the foregoing reasons, the court concludes that neither an express nor an implied attorney-client relationship existed between Dr. Milner and the defendants. Thus, Dr. Milner cannot establish his malpractice claim as a matter of law. The defendants are, therefore, entitled to summary judgment. The court will issue an order to this effect in conjunction with this opinion.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RALPH MILNER, MD.,	)	
	)	
Plaintiff,	)	
v.	)	Civil Case No. 98-377 GMS
	)	
GEOFFREY ANDERS, JD.,	)	
JANICE CUNNINGHAM, JD.,	)	
HEALTH CARE LAW ASSOCIATES,	)	
PC., BECK & ANDERS LAW	)	
ASSOCIATES, PC.,	)	
	)	
Defendants.	)	

Michael F. Bonkowski, Esquire of SAUL, EWING, REMICK, & SAUL, LLP of Wilmington, Delaware
Attorney for Plaintiff

Kevin J. Connors, Esquire of MARSHALL, DENNEHY, WARNER, COLEMAN & GOGGIN, Wilmington, Delaware.
Attorney for Defendants

O P I N I O N

May 10, 2001.

Wilmington, Delaware.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RALPH MILNER, MD.,	)	
	)	
Plaintiff,	)	
v.	)	Civil Case No. 98-377 GMS
	)	
GEOFFREY ANDERS, JD.,	)	
JANICE CUNNINGHAM, JD.,	)	
HEALTH CARE LAW ASSOCIATES,	)	
PC., BECK & ANDERS LAW	)	
ASSOCIATES, PC.,	)	
	)	
Defendants.	)	

O R D E R

For the reasons stated in the court's opinion of this date, IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

1. Pursuant to Rule 56 of the Federal Rules of Civil Procedure, the defendants' Motion for Summary Judgment (D.I. 88) is GRANTED.

2. Summary Judgment be and hereby is ENTERED in favor of the DEFENDANTS and against the plaintiff on all claims in the complaint.

Date: May 10, 2001

Gregory M. Sleet
UNITED STATES DISTRICT JUDGE