

In the
United States Court of Appeals
For the Seventh Circuit

No. 25-1729

AMANDA SIMA,

Plaintiff-Appellant,

v.

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP and JUSTIN
BARKER,

Defendants-Appellees.

Appeal from the United States District Court for the
Northern District of Illinois, Eastern Division.
No. 1:23-cv-03566 — **John Robert Blakey**, *Judge*.

ARGUED JANUARY 28, 2026 — DECIDED AUGUST 28, 2026

Before HAMILTON, MALDONADO, and TAIBLESON, *Circuit
Judges*.

MALDONADO, *Circuit Judge*. Amanda Sima, representing
herself, sued the law firm Benesch, Friedlander, Coplan & Ar-
onoff LLP and attorney Justin Barker, complaining about the

legal representation they provided her in a design matter.¹ Sima believed a company owned by Novolex Holdings had unlawfully copied and sold a spill-proof cup lid she designed, so she retained Barker to seek a settlement on her behalf. As it turned out, Barker, while representing Sima, had been negotiating a move from Benesch to Nelson Mullins Riley & Scarborough, outside counsel for Novolex. Displeased with this conflict of interest, Sima sought relief in federal court. The district court dismissed Sima's second amended complaint for failure to state a claim. Sima, now represented by counsel, appeals. Although we are troubled by Barker's conduct, we affirm the dismissal because Sima did not adequately plead harm caused by Barker as required to proceed on her legal malpractice claim.

I. Background

A. Factual Allegations

In 2013, Sima designed a spill-proof cup lid for children, which she branded "JoJo Cups." There is no allegation that Sima held any intellectual property protection for her design. But she did pursue contract manufacturing. Starting in November 2017, Sima contacted Waddington North America (among other companies) several times about manufacturing the lids. In early 2019, Sima sought sales representation from T.J. Godlewski of F.M. Turner Company and engaged in a months-long discussion with him, exchanging "confidential, internal materials" in the process. What Sima did not know at

¹ Sima named another Benesch attorney, Alyssa Moscarino, in the complaint but has stipulated on appeal to her dismissal.

the time is that Godlewski was also representing Waddington “in the same product category.”

On July 26, 2019, Sima learned that Waddington had a product on the market “that was identical to JoJo Cups in terms of utility, and nearly identical in design.” She also noticed that Waddington’s marketing materials were “nearly identical to the internal materials” that she had shared with Godlewski earlier that year. Sima later discovered that Waddington had applied for a design patent of the product “three weeks after she had been in contact with Mr. Godlewski.” And in 2022, Sima learned that Waddington had been granted a utility patent for the product.

After discovering the patent, Sima contacted Novolex, which by then had become the parent company of Waddington, complaining about product theft. Counsel for Novolex responded that they would investigate her claims. A few weeks later, “[a]fter added pressure from” Sima, counsel for Novolex told Sima that the company was open to speaking about a possible settlement and directed her to the company’s outside counsel at Nelson Mullins.

Meanwhile, Sima reached out to several law firms about pursuing “a variety of claims” against Novolex, including “trade secret theft, unfair business practices, unjust enrichment, and breach of contract.” On October 6, 2022, she spoke with three attorneys from Benesch, including Barker and Alyssa Moscarino, whom she later retained for a limited engagement to research and investigate potential claims, draft

letters, and negotiate on her behalf.² The representation did not include “drafting or filing a Complaint or otherwise initiating or participating in a lawsuit.” The engagement letter specified that fees would be billed monthly, with an additional \$20,000 due upon retention of the firm, to be held to satisfy Benesch’s final invoice.

Sima paid the \$20,000 retainer, and the attorneys began working on the case. Soon, however, Moscarino contacted Sima about unpaid monthly legal bills. Sima replied that she thought the \$20,000 would cover the initial activities, so Moscarino reiterated that the retainer functioned as “insurance for unpaid fees” and that legal fees would be billed monthly. Sima was unable to pay the monthly fees but was in “constant contact” with Benesch about them.

At some point, Sima discussed litigation funding with the Benesch attorneys. The attorneys discouraged her from seeking funding, but she had already obtained a term sheet from one funder. The attorneys then “insisted they represent her” in any further discussions with funders. But the attorneys’ discussions with the litigation funders were unsuccessful, and Benesch “refuse[d] entertaining litigation” without funding.

Meanwhile, during preparations for settlement discussions with Novolex, the Benesch attorneys told Sima “that she did not have a viable trade secret claim.” Sima discussed the case further with the attorneys, “reiterat[ing] important

² The defendants attached the engagement letter to their motion to dismiss. But because the letter is central to Sima’s claims and referred to in her complaint, we may consider it even at the pleading stage. See *Mueller v. Apple Leisure Corp.*, 880 F.3d 890, 895 (7th Cir. 2018).

details to her case and rais[ing] other viable legal paths,” the details of which are not specified. The attorneys “agreed to pursue this new approach,” and Barker explained to Sima that he had previously “only been looking at this as a trade secret case.” The attorneys later determined that Sima’s “newly devised legal path” presented a “very strong jury case that would yield . . . in excess of \$100 million.” The attorneys and Sima then agreed that “a fraction of the projected damages would be fair to ask for in settlement” talks. And in January 2023, the attorneys informed opposing counsel at Nelson Mullins, Ashley Summer, that Sima was seeking “well in excess of \$1 million” to settle the dispute.

In February 2023, Summer told Barker and Moscarino that Novolex had a document that disproved Sima’s claims. At her counsel’s urging, Sima agreed for the document to be reviewed under an “attorneys’-eyes-only” arrangement, but she emphasized that the document “would likely be falsified.” Upon reviewing the document, Barker and Moscarino told Sima, without describing the contents, “that the document seemed legitimate” and that, because it was dated before her communications with Godlewski began, it was “enough to drop her case.” Sima pressed for details about the document’s contents. Based on the Benesch attorneys’ description, Sima insisted she “could safely claim the document was falsified.” Sima then “retrieved evidence” showing that one of her exchanges with Waddington (back when she had been inquiring about a possible manufacturing contract) happened the same date as that listed on the document. Barker and Moscarino found the matching dates “interesting” but continued to advise that Sima “did not have a case.”

At this point, Sima expressed concerns to Barker and Moscarino about their “bias” in favor of opposing counsel, but she declined their offer to discuss these concerns further in a call. Sima also requested to have a third party inspect the document but was told that the arrangement specified that Novolex must consent to any forensic review. Sima then “reached the peak of suspicion” and confronted Moscarino about “the integrity of the representation” and the “multiple months of fruitless engagement,” which had resulted in “over \$50,000 in fees.”

On April 26, 2023, the Benesch attorneys terminated representation of Sima “without warning or explanation.” When pressed, Moscarino responded that Sima had not paid the fees that had accrued.

A few weeks later, Sima attempted to retain a new law firm in Boston to pursue her claims against Novolex. An attorney at that firm asked to speak with someone from Benesch about her case, and Sima directed him to Barker. The Boston attorney (who eventually declined to take the case, for reasons Sima did not specify) soon told Sima that Barker was now a partner at Nelson Mullins. Sima later learned that press releases about this move had been issued the same day that her representation was terminated.

According to Sima, by the time her relationship with Benesch had ended, her “case was too close to a statute of limitations deadline to change course successfully.” She further believes that “the public knowledge of the partner on her legal matter absconding for opposing counsel’s firm made her case far too prejudiced and perverted to be able to retain new counsel or ethically continue.” Barker’s conduct, she alleges, “permanently destroyed [her] viable underlying legal

matters” and entitled her to damages. Sima also alleges that the attorneys knew she was susceptible to emotional distress and that their conduct “exacerbated her already tenuous mental state.”

B. Litigation Against Benesch and Barker

Six weeks after her relationship with Benesch ended, Sima filed a pro se complaint against Benesch and her attorneys, seeking compensatory damages of \$25 million for the dissolved settlement discussions plus \$20,000 for the retainer, as well as \$50 million in punitive damages. Sima later amended her complaint twice. Her operative complaint asserted five different theories of fraud (fraudulent inducement, fraudulent omission, fraudulent misrepresentation, fraudulent concealment, and constructive fraud), civil conspiracy, breach of contract, breach of fiduciary duty, breach of the covenant of good faith and fair dealing, tortious interference, and intentional infliction of emotional distress.

Upon defendants’ motion, the district court dismissed the case with prejudice for failure to state a claim. Central to the court’s reasoning was Sima’s failure to allege any harm caused by the defendants’ conduct. The court noted that Sima did not allege “which claims [against Novolex] would be lost, what the relevant statutes of limitations were,” or how the “supposedly approaching statute of limitations impeded her ability to find new counsel or file suit herself.”

Sima filed her notice of appeal pro se but then obtained counsel to brief and argue the appeal on her behalf.

C. Parallel Litigation Against Nelson Mullins

Sima initiated separate proceedings against Nelson Mullins while the motion to dismiss in this case was pending.³

First, in May 2024, Sima filed a pro se complaint against Nelson Mullins and Ashley Summer in the Southern District of New York. *See Sima v. Nelson Mullins Riley & Scarborough LLP*, No. 1:24-cv-03909-VEC (S.D.N.Y. May 20, 2024). She asserted various theories, including fraud, breach of contract, and intentional infliction of emotional distress. *Id.* The case was dismissed two months later for lack of diversity jurisdiction. *Id.* (July 24, 2024).

Then, in December 2024, Sima filed a pro se complaint against Nelson Mullins and Novolex in Colorado state court. *See Sima v. Nelson Mullins Riley & Scarborough LLP*, No. 24CV898 (Colo. Dist., Denv. Cnty., Dec. 3, 2024). She then retained counsel, who filed an amended complaint on her behalf. *Id.* (May 1, 2025). That complaint asserted a variety of theories—some aimed at holding Nelson Mullins accountable for poaching Barker, and some (relevant here) aimed at holding Novolex accountable for stealing Sima’s design. *Id.* The court granted the defendants’ motion to dismiss. *Id.* (Aug. 22, 2025). With respect to the claims related to Sima’s design, the court found them time-barred. *Id.*

II. Discussion

We review de novo the dismissal of Sima’s second amended complaint. *See Oakland Police & Fire Ret. Sys. v. Mayer Brown, LLP*, 861 F.3d 644, 649 (7th Cir. 2017). In so

³ *See Ewell v. Toney*, 853 F.3d 911, 917 (7th Cir. 2017) (permitting judicial notice of court proceedings).

doing, we accept factual allegations as true, but we do not credit legal conclusions. *Id.* We also draw reasonable inferences in favor of Sima, and because she filed the complaint pro se, we liberally construe her allegations. *See Smith v. Dart*, 803 F.3d 304, 309 (7th Cir. 2015). Our ultimate inquiry is whether Sima’s complaint “rise[s] above the speculative level of plausibility” by “mak[ing] more than threadbare recitals of the elements of a cause of action, supported by mere conclusory statements.” *Oakland Police*, 861 F.3d at 649 (citation modified). And though “complaints ‘need not anticipate and overcome affirmative defenses, such as the statute of limitations,’” dismissal is permitted “where it is ‘clear from the face of the . . . complaint that it is hopelessly time-barred.’” *LJM Partners, Ltd. v. Barclays Cap., Inc.*, 165 F.4th 552, 562 (7th Cir. 2026) (quoting *Cancer Found., Inc. v. Cerberus Cap. Mgmt., LP*, 559 F.3d 671, 674–75 (7th Cir. 2009)).

As a threshold matter, we must decide which state’s law to apply to this dispute. Because we sit in diversity jurisdiction, we apply the choice-of-law rules used by Illinois, the state where the case was filed. *NewSpin Sports, LLC v. Arrow Elecs., Inc.*, 910 F.3d 293, 300 (7th Cir. 2018). Illinois courts enforce contractual choice-of-law provisions when a contract is valid and the law chosen is not contrary to Illinois’s public policy. *Thomas v. Guardsmark, Inc.*, 381 F.3d 701, 706 (7th Cir. 2004). Here, we have a contract—the engagement agreement—between Sima and Benesch that contains a choice-of-law provision: “all questions arising under this engagement or concerning rights and duties between us will be governed by the law of the jurisdiction in which the Benesch attorney sending you this engagement letter principally practices.” Moscarino, who principally practices in Ohio, sent the engagement letter. There is no argument that this agreement is

invalid or that Ohio law is contrary to Illinois's public policy, so we take our cue from Illinois courts and honor the choice-of-law provision. Ohio law therefore controls.

On appeal, now with the assistance of counsel, Sima has pivoted from the eleven counts asserted in her complaint, arguing instead that she adequately stated a single claim for legal malpractice against Barker and that Benesch is vicariously liable for Barker's conduct. This repackaging of her theories is consistent with Ohio law instructing that multiple theories can be "subsumed into a malpractice action if the factual bas[es] . . . arise[] from the manner in which an attorney represented [her]." *Tchankpa v. Gauer*, 2024 WL 244486, at *3 (Ohio Ct. App. Jan. 23, 2024); *see also Muir v. Hadler Real Est. Mgmt. Co.*, 446 N.E.2d 820, 822 (Ohio Ct. App. 1982) ("It makes no difference whether the professional misconduct is founded in tort or contract, it still constitutes malpractice.").

Sima's theory is that Barker, who had a blatant conflict of interest with Novolex's outside counsel (his future place of work), strung her along and then abandoned her too close to the expiration of a statute of limitations for her to continue pursuing her claims against Novolex. She believes "she would have prevailed on her underlying claims" and says that she "did not have sufficient time" to "start the lawsuit or get counsel to help her to start the lawsuit" before the statute of limitations ran. She also asserts that, separate from the loss of her unidentified underlying claim, she suffered harm from Barker's misconduct in the form of the \$20,000 retainer she paid and the emotional distress she suffered.

Under Ohio law, a claim for legal malpractice requires that (1) "the attorney owed a duty or obligation to the plaintiff," (2) "there was a breach of that duty or obligation," and (3)

“there is a causal connection between the conduct complained of and the resulting damage or loss.” *Vahila v. Hall*, 674 N.E.2d 1164, 1169 (Ohio 1997). The defendants wisely do not argue on appeal that Sima failed to plead that Barker breached a duty, conceding at oral argument that they are “hanging [their] hat” on the argument that there were not adequate allegations that Barker’s misconduct caused Sima any harm. We therefore focus on only the third element—causation.

We start with Sima’s theory that Barker’s misconduct harmed her by preventing her from pursuing a viable underlying claim because of a nearly expired statute of limitations. For a theory of harm arising from an underlying claim, Ohio courts employ two differing standards regarding what must be proven about the merits of that claim: the “some evidence” standard and the “but for” standard. *Compare, e.g., id.* at 1169, *with Env’t Network Corp. v. Goodman Weiss Miller, L.L.P.*, 893 N.E.2d 173, 177 (Ohio 2008). The parties dispute which standard applies, but we need not answer that question of Ohio law today because Sima’s complaint fails even under the lighter “some evidence” standard.

Briefly, the “some evidence” standard applies where the damage or loss has been suffered “regardless of the fact that [the plaintiff] may be unable to prove that [she] would have been successful in the underlying matter(s) in question.” *Vahila*, 674 N.E.2d at 1169. In such cases, the plaintiff needs to provide only “some evidence of the merits of the underlying claim.” *Id.* at 1170. Ohio courts describe this burden as demonstrating that the underlying claim is “colorable.” *See, e.g., R & J Sols., Inc. v. Moses*, 171 N.E.3d 478, 487 (Ohio Ct. App. 2021) (citation modified). The “but for” standard applies where the “theory of th[e] malpractice case places the merits

of the underlying litigation directly at issue.” *Env’t Network Corp.*, 893 N.E.2d at 177. In those cases, the plaintiff must establish by a preponderance of the evidence that but for the attorney’s conduct, she would have been successful in the underlying matter. *Id.* at 175, 178.

At a minimum, then, Sima needed to plausibly plead the existence of a colorable underlying claim. And because the harm must be causally connected to the conduct complained of, she needed to plausibly plead that Barker’s conduct caused her to run out of time to pursue that colorable underlying claim. This she has failed to do.

From Sima’s complaint, we glean that she wanted to pursue the following claims against Novolex and/or F.M. Turner: “trade secret theft, unfair business practices, unjust enrichment, and breach of contract.” Sima also tells us, though, that the Benesch attorneys assessed that she did not have a viable trade secret claim. Sima then presented “other viable legal paths” to the attorneys, who agreed to pursue that “new approach” instead of “looking at this as a trade secret case,” as Barker had done. From these allegations, we infer Sima to be saying that the attorneys found her claims for unfair business practices, unjust enrichment, and/or breach of contract to be viable—but not her trade secrets claim. We assess each in turn. In so doing, we look to Colorado law and Ohio law because, as we understand it,⁴ claims against Novolex would

⁴ The parties do not explain in the briefing what law would apply to the underlying claims, save for a passing mention of parallel proceedings in Colorado state court. We need not consider “the law of all possibly relevant jurisdictions.” *In re Meyer*, 120 F.3d 66, 71 (1997). But representations at oral argument identified two possible states’ laws, and we consider

arise under Colorado law and claims against F.M. Turner would arise under Ohio law.

We start by assessing the viability of Sima’s claim for unfair business practices. Under Colorado law, the statute of limitations for such a claim would have been three years. COLO. REV. STAT. § 6-1-115 (2025). And under Ohio law, the statute of limitations would have been two years. OHIO REV. CODE ANN. § 1345.10(C) (2025–2026). Sima alleges that she discovered the copycat products and marketing materials on July 26, 2019, which means the applicable statutes of limitations expired on July 26, 2022 (Colorado), or July 26, 2021 (Ohio). Sima first spoke with the Benesch attorneys in October 2022—well after those expiration dates. She had no viable claim for unfair business practices to lose by that point.

Similarly, a claim for unjust enrichment against Novolex would have been time barred. Under Colorado law, unjust enrichment claims “can be predicated on either tort or contract law.” *Robinson v. Colo. State Lottery Div.*, 179 P.3d 998, 1007 (Colo. 2008). So the relevant statute of limitations would be either two years, COLO. REV. STAT. § 13-80-102(1)(a) (2025) (tort-based), or three years, COLO. REV. STAT. § 13-80-101(1)(a) (2025) (contract-based). Again, based on the July 16, 2019, date alleged by Sima, she had no viable claim under this theory by the time she retained Barker in October 2022.

But a claim for unjust enrichment under Ohio law still had more than two years on the clock after Sima’s relationship with Benesch ended in April 2023. Under a 2021 amendment to Ohio law, this type of claim would not have expired until

Sima’s claims for unfair business practices, unjust enrichment, and breach of contract under both for the sake of completeness.

June 16, 2025. *See* S.B. 13, 2021 Gen. Assemb., 134th Sess. (Ohio 2021) (explaining that the limitation period for quasi-contractual claims accruing before June 16, 2021, is the earlier of June 16, 2025, or the expiration of the previous six-year limitation period, here July 16, 2025); *Legros v. Tarr*, 540 N.E.2d 257, 264 (Ohio 1989) (explaining that where a party misappropriates proprietary information and uses it to his benefit, the resulting claim is quasi-contractual). Sima then had nearly two years to either find new counsel or file a complaint herself. This is hardly “too close” to the expiration date so as to prevent Sima from pursuing the claim as she alleges. In fact, Sima filed her pro se complaint in this case a mere six weeks after Benesch terminated representation. And she alleges that she did, in fact, have time to seek new counsel; she does not allege that prospective counsel in Boston declined her case based on issues with timing. Therefore, there is no plausible causal connection between Barker’s misconduct and the harm Sima alleges, namely, the inability to bring an unjust enrichment claim based on an impending expiration of the statute of limitations.

As for Sima’s theory for breach of contract against Novolex, the statute of limitations in Colorado for such a claim would be three years and started running in July 2019. COLO. REV. STAT. § 13-80-101(1)(a) (2025). So, once again, Sima had no viable claim under this theory by the time she began working with Barker in October 2022. And under Ohio law, the relevant statute of limitations for a contract claim would be either six years, OHIO REV. CODE ANN. § 2305.06 (2025–2026) (written contract), or, as detailed above, June 16, 2025, *id.* § 2305.07(A) (2025–2026) (oral contract). Either way, this expiration date would have been years away when the Benesch representation terminated in April 2023. So again, Barker’s

misconduct did not cause Sima's inability to file a timely claim.

When pressed at oral argument, Sima's counsel shared, for the first time in this litigation, that the underlying claim Sima lost the ability to pursue was for "misappropriation of intellectual property." But in briefing, counsel directed our attention to the parallel litigation against Novolex in Colorado as containing the "details of the relevant claims and statutes of limitations" that Sima believes were viable and that Barker caused her to lose. In that litigation, Sima asserted a claim for "misappropriation of trade secrets" —not "misappropriation of intellectual property."

Assessing the claim under Colorado law,⁵ it makes sense that Sima asserted a claim in Colorado state court about trade secrets rather than intellectual property. Sima's complaint here discusses her exchange of "confidential, internal materials" with Godlewski and her subsequent discovery that Novolex (at the time, Waddington) was using "nearly identical" marketing materials and product design as what she had shared with Godlewski. These allegations align with Colorado's definition of a "trade secret," which includes any "design, process, . . . confidential business or financial information, . . . or other information relating to any business or profession" that the owner has "taken measures to prevent . . . from becoming available to persons other than those

⁵ At oral argument, counsel also stated, without elaboration, that the misappropriation claim would have been brought under Ohio law. Because this is inconsistent with the briefing and barely developed, we do not delve further into it. See *Saslow v. Bankers Std. Ins.*, 176 F.4th 988, 994 (7th Cir. 2026) (noting that perfunctory and undeveloped arguments are waived).

selected by the owner to have access thereto for limited purposes.” COLO. REV. STAT. § 7-74-102(4) (2025). And to the extent Sima is suggesting that her misappropriation claim derives from another statute or from common law, the trade secret statute would displace any other route to recovery that is not rooted in contractual remedies. *Id.* § 7-74-108 (2025).

Although Sima’s claim sounds in trade secrets, her complaint disavowed this theory when she described her discussions with the Benesch attorneys. Her allegations detailed that the Benesch attorneys determined that something *other* than a trade secrets claim was viable and that Sima directed them to explore other theories. We do not suggest that Sima needed to plead any specific legal theory for the underlying claim, but she must “present a story that holds together.” *See Agee v. Hickenbottom*, 182 F.4th 598, 604 (7th Cir. 2026). But even setting that to the side, we observe that the statute of limitations for a claim of misappropriation of trade secrets in Colorado is three years after discovery of the misappropriation. COLO. REV. STAT. § 7-74-107 (2025). So once again, based on Sima’s discovery of the misappropriation on July 26, 2019, she did not have a viable claim to lose in October 2022 when she first spoke with the Benesch attorneys. The Colorado court found as much in dismissing this claim. *See Sima v. Nelson Mullins Riley & Scarborough LLP*, No. 24CV898 (Colo. Dist., Denver Cnty., Aug. 22, 2025).⁶

⁶ We note again that, with respect to Sima’s claims based on Novolex’s use of her design, the Colorado court found all of them—intentional infliction of emotional distress, unjust enrichment, misappropriation of trade secrets, and deceptive trade practices—time barred.

With no additional guidance from Sima's counsel or from her complaint, we speculate no further about what plausibly viable claim Sima may have had that Barker caused her to lose.

Sima raised two other theories of harm caused by Barker's misconduct in her complaint—her payment of the \$20,000 retainer and her emotional distress—but they likewise fail. First, Sima admits that she could not pay her legal fees, which were around \$50,000, so there is no basis for recovery of her \$20,000 retainer. Beyond that, the damage must have been caused by the breach of duty. *See Vahila*, 674 N.E.2d at 1169. Sima paid the \$20,000 upfront, before Barker began working with her. So Barker's misconduct did not cause Sima to pay this money.

Next, Sima correctly observes that Ohio law permits a legal-malpractice plaintiff to recover compensatory damages for emotional distress. *See Cunningham v. Hildebrand*, 755 N.E.2d 384, 391–92 (Ohio Ct. App. 2001) (quoting *David v. Schwarzwald, Robiner, Wolf & Rock Co., L.P.A.*, 607 N.E.2d 1173, 1182 (Ohio Ct. App. 1992)). But the alleged conduct must “go beyond all possible bounds of decency” and “be considered as utterly intolerable in a civilized community,” and the alleged injury must be severe and debilitating “and of a nature that no reasonable man could be expected to endure it.” *Id.* The allegations here about Barker failing to screen himself off a case in which he was conflicted, though ethically questionable, do not plausibly rise to that level. And with no path to compensatory damages, Sima's quest for punitive damages fails too. *See Malone v. Courtyard by Marriott Ltd. P'ship*, 659 N.E.2d 1242, 1248 (Ohio 1996).

Finally, because Sima is trying to hold Benesch vicariously liable for Barker's conduct, and she failed to state a legal-malpractice claim against Barker, her claim against Benesch also fails. *See Nat'l Union Fire Ins. Co. v. Wuerth*, 913 N.E.2d 939, 943 (Ohio 2009) (explaining that "a law firm does not engage in the practice of law and therefore cannot directly commit legal malpractice").

III. Conclusion

For the foregoing reasons, we AFFIRM the judgment of the district court.