

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, Plaintiff, vs. KISLING, NESTICO & REDICK, LLC, <i>et al.</i> , Defendants.	Case No. CV-2016-09-3928 Judge Todd McKenney
PLAINTIFF'S ANSWER TO DEFENDANTS' COUNTERCLAIMS	

Named Plaintiff Member Williams answers Defendants KNR and Alberto R. Nestico's Counterclaim as follows:

1. Plaintiff admits the allegations contained in Paragraph 1 of Defendants' Counterclaim.
2. Plaintiff admits the allegations contained in Paragraph 2 of Defendants' Counterclaim.
3. Plaintiff admits the allegations contained in Paragraph 3 of Defendants' Counterclaim.
4. Paragraph 4 of Defendants' Counterclaim incorporates previous paragraphs by reference and does not require additional response from Plaintiff.
5. Answering Paragraph 5 of Defendants' Counterclaim, Plaintiff admits that KNR hired Robert Horton as an attorney in or around 2012 and that Mr. Horton performed services for Plaintiff consistent with those described in Paragraph 5. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 5.

6. Answering Paragraph 6 of Defendants' Counterclaim, Plaintiff admits that she called KNR in or around September of 2013, spoke with Mr. Horton about her accident, and that KNR eventually agreed to represent her. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 6.

7. Answering Paragraph 7 of Defendants' Counterclaim, Plaintiff admits that a KNR attorney explained to her that KNR would charge her expenses only if recovery was made on her behalf. Plaintiff denies that she agreed to participate in any "meeting" with any so-called "investigator." Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 7.

8. Answering Paragraph 8 of Defendants' Counterclaim, Plaintiff admits that Horton's employment with KNR ceased somewhere in or around 2015. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 8.

9. Answering Paragraph 9 of Defendants' Counterclaim, Plaintiff admits that she agreed to settle her personal injury claim, that she was provided with an itemized printout of all expenses, fees and payments that listed the so-called "investigator's charge" as the first expense item, and that she reviewed and signed the disbursement sheet, release and settlement check at KNR. She denies that she did so with informed consent as to the case expenses that KNR charged her, including the so-called "investigator's charge." Plaintiff further states that she did ask questions and express objections as to her settlement and as to how KNR treated her and handled her case, but she does not recall whether she was asked if she asked such questions or expressed such objections on the same occasion that she signed the settlement documents and is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 9.

10. Plaintiff admits the allegations contained in Paragraph 10 of Defendants' Counterclaim.

11. Answering Paragraph 11 of Defendants' Counterclaim, Plaintiff admits that she knew that

KNR's principal place of business was in Summit County, Ohio and that she filed her complaint in Cuyahoga County. Plaintiff denies that she knew that all of the conduct giving rise to her claim arose in Summit and/or Medina County.

12. Plaintiff denies the allegations contained in Paragraph 12 of Defendants' Counterclaim.

13. Answering Paragraph 13 of Defendants' Counterclaim, Plaintiff admits that the Cuyahoga County Court of Common Pleas transferred venue to Summit County. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 13 of Defendants' Counterclaim, as the Cuyahoga County Court did not state its reasons for transferring venue.

14. Answering Paragraph 14 of Defendants' Counterclaim, Plaintiff admits that her attorney posted a request for information about this case on Facebook and Twitter, including information that could lead to finding new potential class members. Plaintiff denies the rest of the allegations contained in Paragraph 14.

15. Answering Paragraph 15 of Defendants' Counterclaim, Plaintiff admits that KNR and Nestico sent Williams' attorneys a letter falsely alleging defamation and requesting that Williams and her attorneys cease and desist and remove the posts about KNR from social media. Plaintiff denies that the posts were defamatory or unlawful in any way, denies that she could "refuse" to cease and desist from defaming Defendants when she never defamed them in the first place, or that she could "refuse" to "remove defamatory posts" from social media when no defamatory posts were ever made in the first place. Plaintiff further states that, in response to threats of litigation from Defendants' attorneys, her attorneys removed their post about KNR from Facebook and Twitter to avoid pointless litigation.

16. Paragraph 16 of Defendants' Counterclaim incorporates previous paragraphs by reference and does not require additional response from Plaintiff.

17. Plaintiff denies the allegations contained in Paragraph 17 of Defendants' Counterclaim.

18. Plaintiff denies the allegations contained in Paragraph 18 of Defendants' Counterclaim.
19. Plaintiff denies the allegations contained in Paragraph 19 of Defendants' Counterclaim.
20. Paragraph 20 of Defendants' Counterclaim incorporates previous paragraphs by reference and does not require additional response from Plaintiff.
21. Answering Paragraph 21 of Defendants' Counterclaim, Plaintiff admits that KNR and Nestico deny the allegations of Williams' Complaint, and that Defendants are pleading that Williams has brought this action for unlawful, ulterior purposes, but denies that she has in fact brought this action for such purposes but to redress damages incurred by herself and putative class members similarly situated.
22. Plaintiff denies the allegations contained in Paragraph 22 of Defendants' Counterclaim.
23. Answering Paragraph 23 of Defendants' Counterclaim, Plaintiff admits that her and her attorneys' conduct is intentional in filing this lawsuit and pursuing the claims stated herein against Defendants. Plaintiff otherwise denies the allegations contained in Paragraph 23.
24. Answering Paragraph 24 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have engaged in any misconduct or that she has otherwise ratified any misconduct.
25. Plaintiff denies the allegations contained in Paragraph 25 of Defendants' Counterclaim.
26. Plaintiff denies the allegations contained in Paragraph 26 of Defendants' Counterclaim.
27. Paragraph 27 of Defendants' Counterclaim incorporates previous paragraphs by reference and does not require additional response from Plaintiff.
28. Plaintiff is without sufficient information to admit or deny the allegations contained in Paragraph 28 of Defendants' Counterclaim.
29. Answering Paragraph 29 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have comprehensive knowledge of Defendants' business relationships (constructive or otherwise), but admits that she and her attorneys know that KNR and Nestico have business

relationships and that is important for KNR and Nestico to maintain a good reputation to obtain new clients.

30. Answering Paragraph 30 of Defendants' Counterclaim, Plaintiff admits that she, through her attorneys, has disseminated allegations against Defendants, including by filing her Complaint. Plaintiff denies the rest of the allegations contained in Paragraph 30.

31. Answering Paragraph 31 of Defendants' Counterclaim, Plaintiff admits that her and her attorneys' conduct is intentional in filing this lawsuit and pursuing the claims stated herein against Defendants. Plaintiff otherwise denies the allegations contained in Paragraph 31.

32. Answering Paragraph 32 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have engaged in any misconduct or that she has otherwise ratified any misconduct.

33. Plaintiff denies the allegations contained in Paragraph 33 of Defendants' Counterclaim.

34. Plaintiff denies the allegations contained in Paragraph 34 of Defendants' Counterclaim.

35. Plaintiff denies the allegations contained in Paragraph 35 of Defendants' Counterclaim.

36. Paragraph 36 of Defendants' Counterclaim incorporates previous paragraphs by reference and does not require additional response from Plaintiff.

37. Plaintiff denies the allegations contained in Paragraph 37 of Defendants' Counterclaim.

38. Answering Paragraph 38 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have engaged in any misconduct or that she has otherwise ratified any misconduct.

39. Plaintiff denies the allegations contained in Paragraph 33 of Defendants' Counterclaim.

40. Answering Paragraph 40 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have made any false and misleading statements, and denies that any statements made by herself or her attorneys have harmed or will harm the general public. Plaintiff admits that the public has an interest in being free from mistake and deception. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 40.

41. Answering Paragraph 41 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have made any false and misleading statements about Defendants, and denies that KNR and Nestico have suffered or will suffer in any way from any such statements made by Plaintiff. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 41.

42. Answering Paragraph 42 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have made any false and misleading statements about Defendants, and denies that KNR and Nestico has been harmed or that consumers have been deceived by any such statements made by Plaintiff.

43. Answering Paragraph 43 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have made any false or misleading statements, and denies that KNR and Nestico have suffered or will suffer in any way from any such statements made by Plaintiff.

44. Plaintiff denies the allegations contained in Paragraph 44 of Defendants' Counterclaim.

45. Plaintiff denies the allegations contained in Paragraph 45 of Defendants' Counterclaim.

46. Plaintiff denies the allegations contained in Paragraph 46 of Defendants' Counterclaim.

47. Plaintiff denies the allegations contained in Paragraph 47 of Defendants' Counterclaim.

Affirmative Defenses

1. Defendants fail to state claims for which relief can be granted.

2. Defendants' counterclaims are frivolous, filed wholly without evidentiary support or reasonable belief that evidentiary support would be obtained after a reasonable opportunity for investigation and discovery, filed solely for purpose of delay and to create needless cost to Plaintiff, to harass and maliciously injure Plaintiff, her counsel, and putative class members, and to threaten and intimidate Plaintiff and putative class members and witnesses from participating in this lawsuit.

3. Defendants' counterclaims are barred by their own fraud on Plaintiff and putative class

members, and by operation of the doctrine of unclean hands.

Dated: November 23, 2016

Respectfully submitted,

THE CHANDRA LAW FIRM, LLC

/s/ Peter Pattakos

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CERTIFICATE OF SERVICE

The foregoing document was served on all necessary parties by operation of the Court's e-filing system on November 23, 2016.

/s/ Peter Pattakos

One of the Attorneys for Plaintiff