

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.	)	CASE NO. CV-2016-09-3928
	)	
Plaintiffs,	)	JUDGE ALISON BREAU
	)	
v.	)	
	)	
KISLING, NESTICO & REDICK, LLC, et al.,	)	<u>EXHIBIT TO DEFENDANTS' MOTION TO</u>
	)	<u>STRIKE CLASS ALLEGATIONS</u>
Defendants.	)	
	)	

EXHIBIT 3 –  
Defendant's Response to Plaintiff's Second Set  
of Requests for Admissions

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, <i>et al.</i> ,  Plaintiffs,  vs.  KISLING, NESTICO & REDICK, LLC, <i>et al.</i> ,  Defendants.	Case No. 2016-CV-09-3928  Judge Alison Breaux
<b>DEFENDANTS' RESPONSES TO PLAINTIFFS' SECOND SET OF REQUESTS FOR ADMISSION</b>	

Pursuant to Rule 36 of the Ohio Rules of Civil Procedure, Defendants Kisling, Nestico & Redick, LLC ("KNR"), Alberto R. Nestico, and Robert Redick (collectively "Defendants") object and respond as follows to Plaintiffs' Second Set of Requests for Admission ("Requests for Admission"):

**GENERAL OBJECTIONS**

1. Defendants object to Plaintiffs' Requests for Admission to the extent that they seek information protected by the attorney-client privilege, work product doctrine, and the joint defense and common interest privilege, and other applicable privileges and rules. Specifically, some requests of Plaintiffs' Requests for Admission seek information and communications between Plaintiffs and KNR and between putative class members and KNR that are protected by the attorney-client privilege, work product doctrine,

ethical and professional rules governing attorneys, or other applicable privileges. By filing this lawsuit and attaching the Settlement Statement to her Class Action Complaint, Plaintiffs have waived the attorney-client privilege and all other applicable privileges, as those privileges apply to only them, and not to putative class members.

2. Defendants object to the "Instructions" and "Definitions" preceding Plaintiffs' Requests for Admission on the grounds that they are vague, ambiguous, seek irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, and seek to impose obligations on Defendants that are greater than, or inconsistent with, those obligations imposed by the Ohio Rules of Civil Procedure. Defendants will respond to these Requests for Admission in accordance with its obligations under the Ohio Rules of Civil Procedure.

3. Defendants object as overly broad and unduly burdensome to the extent that a request for admission seeks information relating to Medical Service Providers or Chiropractors other than Akron Square Chiropractic ("ASC").

4. Defendants object as overly broad and unduly burdensome to the extent a request for admission seeks information relating to Litigation Finance Companies other than Liberty Capital Funding, LLC ("Liberty Capital").

5. Defendants object that there are no date limitations on these requests, which makes them overly broad and unduly burdensome.

6. Defendants object to the extent that requests are based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017).

7. Defendants object that the terms "investigation fee," "investigative fee," and "investigatory fee" are vague, ambiguous, and undefined. Defendants will interpret these terms to mean the flat fee paid to investigators by KNR that are similar to the \$50 fee paid to MRS Investigations, Inc. in Plaintiff Williams' case. All of Defendants' answers to requests involving these terms are based on Defendants' definition of those terms as outlined above.

8. Defendants object to the extent that the request seeks information relating to other clients it is unduly burdensome, overly broad, and premature.

9. Defendants object to the definition of "you."

10. By objecting and not answering, Defendants neither admit nor deny the request.

11. Defendants reserve their right to amend their responses to these Requests for Admission.

12. Defendants deny all allegations or statements in the Requests for Admission, except as expressly admitted below.

13. These "General Objections" are applicable to and incorporated in each of Defendants' responses to the Requests for Admission. Moreover, Defendants' responses are made subject to and without waiving these objections. Failing to state a specific objection to a particular Request for Admission should not be construed as a waiver of these General Objections.

14. Defendants' discovery responses are made without a waiver of, and with preservation of:

- a. All questions as to competency, relevancy, materiality, privilege, and admissibility of the responses and the subject matter thereof as evidence

for any purpose in any further proceedings in this action and in any other action;

- b. The right to object to the use of any such responses or the subject matter thereof, on any ground in any further proceedings of this action and in any other action;
- c. The right to object on any ground at any time to a demand or request for a further response to the requests or other discovery involving or relating to the subject matter of the Requests for Admission herein responded to;
- d. The right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein and to provide information and produce evidence of any subsequently discovered facts;
- e. The right to assert additional privileges; and
- f. The right to assert the attorney-client privilege, attorney work product doctrine, or other such privilege as to the discovery produced or the information obtained therefrom, for any purpose in any further proceedings in this action and in any other action.

#### REQUESTS FOR ADMISSION

1. Admit that it was routine practice for certain chiropractors to advise their clients to call KNR offices and directly participate in these phone calls.

**RESPONSE:** Objection. Defendants object that the term "routine practice" and the phrase "directly participate" are vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants also object that this request is outside the scope of their knowledge. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted. Responding further, ASC refers clients to KNR, but it has no knowledge as to whether it is allegedly routine.

2. Admit that reciprocal referral agreements between attorneys and Medical Service Providers constitute a conflict of interest barred by the Ohio Rules of Professional conduct.

**RESPONSE:** Objection. Defendants object that the term "reciprocal referral agreements" are vague, ambiguous, and undefined. Defendants also object that this request calls for a legal conclusion. Defendants further object as overly



broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants admit that "reciprocal referral agreements" as that phrase is used and contemplated by the Ohio Rules of Professional Conduct are prohibited by those rules and that KNR has no such agreements. Responding further, Defendants deny the remainder of the request as drafted.

3. Admit that you were aware.

**RESPONSE:** Objection. Request No. 3 is not a complete sentence in which Defendants can formulate a response. Request No. 3 is vague, ambiguous and open ended.

- 4.

**RESPONSE:** Request No. 4 was blank.

5. Admit that KNR always makes sure that at least one investigator is on duty to go to potential client's homes or other locations and have them sign contracts for KNR's services.

**RESPONSE:** Objection. Defendants object that the phrase "always makes sure" and the term "on duty" are vague, ambiguous and undefined. Defendants further object that this request incorrectly assumes that the investigators only job is to sign up potential clients. As set forth in their responses to Plaintiff's First Set of Interrogatories, the investigator does more than sign up clients. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants state that they maintain a list of investigators that can handle requests during normal business hours or during the evening or weekend by appointment.

6. Admit that KNR attorneys are incentivized to sign up as many clients as possible.

**RESPONSE:** Objection. Defendants object that the term "incentivized" is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants state that as part of their job KNR attorneys routinely handle calls from prospective clients, which may or may not result in a new matter. All of KNR's attorneys are encouraged to develop business.

7. Admit that KNR sometimes contracts for an investigator, to be paid by the client out of any eventual recovery, *solely* to go to the client's home or other location and sign them to KNR engagement contracts.

**RESPONSE:** Objection. Defendants object that the term "sometimes" is vague, ambiguous and undefined. Defendants further object that this request incorrectly assumes that the investigators only job is to sign up potential clients. As set forth in their responses to Plaintiff's First Set of Interrogatories, the investigator does more than sign up clients. Subject to and without waiving these objections, Defendants deny the request.

8. Admit that KNR makes the decision to use an investigator to go to a potential client's home or other location to present the potential client a KNR representation agreement for signature before the potential client is represented by KNR.

**RESPONSE:** Objection. Defendants object that this request incorrectly assumes that the investigators only job is to sign up potential clients. As set forth in their responses to Plaintiff's First Set of Interrogatories, the investigator does more than sign up clients. Subject to and without waiving these objections, Defendants deny this request. Responding further, Defendants state that KNR does not engage an investigator until the client has agreed to be represented.

9. Admit that KNR did not tell clients or potential clients prior to sending investigators to their homes that the client would be charged for the service if any money was recovered on their behalf.

**RESPONSE:** Objection. Defendants object that the term "potential" is vague, ambiguous, and undefined. Defendants further object that this request incorrectly assumes that the investigators only job is to sign up potential clients. As set forth in their responses to Plaintiff's First Set of Interrogatories, the investigator does more than sign up clients. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants state that this information is properly set forth in the Contingency-Fee Agreement, which is in compliance with Ohio law. In addition, KNR attorneys explain the Contingency-Fee Agreement during the initial call and are available to answer any questions or otherwise discuss the Contingency-Fee Agreement during sign up and during the entire representation.

10. Admit that neither KNR's investigators nor KNR's lawyers were instructed to disclose the investigatory fee to clients prior to them signing the contract.

**RESPONSE:** Objection. Defendants object that the terms "instructed" and "investigatory fee" are vague, ambiguous and undefined. Subject to and without waiving these objections, Defendants deny the request as stated. Responding further, Defendants state that this information is properly set forth in the Contingency-Fee Agreement, which is in compliance with Ohio law. In addition, KNR attorneys explain the Contingency-Fee Agreement during the initial call.

11. Admit that not all clients who are charged an investigative fee receive investigative services.

**RESPONSE:** Objection. Defendants object that the terms "investigative fee" and "investigative services" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request as drafted. All clients who are charged an investigative fee receive some type of investigative services. Each client's case is different and may require different types of investigative services.

12. Admit that not all clients who are charged the same investigative fee receive the same measure of investigative services.

**RESPONSE:** Defendants admit this request.

13. Admit that some portion of the value of the investigative services charged to clients accrues to the benefit of KNR.

**RESPONSE:** Objection. Defendants object that the term "investigative services" and the phrases "some portion of value" and "accrues to the benefit of" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny the request. Responding further, Defendants state that the investigative fee is a pass through expense with no up charge.

14. Admit that KNR's intake department, for some period of time, sent a daily email containing a chart of each day's intakes, including which investigator was paid on each intake.

**RESPONSE:** Objection. Defendants object that the phrase "for some period of time" is vague, ambiguous, and undefined. In addition, Defendants object that this request incorrectly assumes that investigators are paid on intake. Defendants deny such an assumption. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants state that there were occasions on which an email was distributed regarding new matters opened. KNR's policy is to pay the investigator only when a matter is opened and not on intake.

15. Admit that it is beneficial to KNR for investigators to go to clients houses and "sign them up."

**RESPONSE:** Objection. Defendants object that term "beneficial" and the phrase "sign them up" are vague ambiguous, and undefined. Defendants object that this request incorrectly assumes that the investigators only job is to sign up potential clients. As set forth in their responses to Plaintiff's First Set of Interrogatories, the investigator does more than sign up clients. Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, Defendants state that it is beneficial to the handling of the matter for investigators to go to the client's house because they can obtain additional documentation,



including, but not limited to, photographs of the car and client's injuries, Proof of Representation, Patient Authorization Form, insurance documents, and missing information such as Social Security Number, date of birth, date of loss.

16. Admit you have entered into agreements with Chiropractors to exchange referrals.

**RESPONSE:** Objection. Defendants object that the term "agreements" and the phrase "exchange referrals" are vague, ambiguous, and undefined. Defendants object to the definition of "you." Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted.

17. Admit you have shared the cost of marketing and advertising with Chiropractors.

**RESPONSE:** Objection. Defendants object to the definition of "you." Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving this objection, Defendants deny this request as to ASC.

18. Admit that you have contributed funds to Chiropractor's advertising or marketing campaigns.

**RESPONSE:** Objection. Defendants object to the definition of "you." Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving this objection, Defendants deny this request as to ASC.

19. Admit that Chiropractors have contributed funds to your advertising or marketing campaigns.

**RESPONSE:** Objection. Defendants object to the definition of "your." Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving this objection, Defendants deny this request as to ASC.

20. Admit that you assure Medical Service Providers with whom you have an ongoing relationship that they will be paid for their services on all referrals they make who KNR subsequently represents.

**RESPONSE:** Objection. Defendants object that the term “referrals” and the phrases “with whom you have an ongoing relationship” and “they will be paid for their services” are vague, ambiguous, and undefined. Defendants also object to the definition of “you.” Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

21. Admit that you encourage your attorneys to direct clients to specific Medical Service Providers.

**RESPONSE:** Objection. Defendants object that the term “encourage” and the phrase “direct clients” are vague, ambiguous, and undefined. Defendants further object to the definitions of “you” and “your.” Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as drafted as to ASC. In addition, Defendants refer Plaintiffs to Defendants’ responses to Interrogatory Nos. 6 and 7.

22. Admit that your attorneys are trained to tell clients and/or potential clients that their cases may be prejudiced if they consult with a Medical Service Provider other than the one(s) the KNR attorney is recommending.

**RESPONSE:** Objection. Defendants object that the terms “trained,” “prejudiced,” and “consult” are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted. Responding further, Defendants state that KNR attorneys are encouraged to explain to clients the benefits of receiving proper medical care from appropriate Medical Service Providers. In addition, Defendants refer Plaintiffs to Defendants’ responses to Interrogatory Nos. 6 and 7.

23. Admit that KNR’s management is involved in monitoring the level of referrals to and from specific chiropractors.

**RESPONSE:** Objection. Defendants object that the terms “KNR’s management,” “referrals,” and “monitoring” are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally

obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants admit this request as to ASC.

24. Admit there is a financial advantage to KNR in referring clients to particular Chiropractors.

**RESPONSE:** Objection. Defendants object that the terms “financial advantage,” “referring,” and “particular Chiropractors” are vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC. Responding further, Defendants state that the case is advanced by treating with appropriate Medical Service Providers, which benefits the client and KNR.

25. Admit that you have entered into binding agreements, written or otherwise, with certain Medical Service Providers.

**RESPONSE:** Objection. Defendants object that the term “binding agreements” is vague, ambiguous, and undefined. Defendants object to the definition of “you.” Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

26. Admit that the decision whether to request a narrative report from a Chiropractor for settlement or litigation purposes should be with the client and the client’s attorney.

**RESPONSE:** Objection. Defendants object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request calls for a legal conclusion and is a hypothetical without facts. Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted. Responding further, Defendants state that the Contingency-Fee Agreement authorizes the attorney to incur reasonable expenses. In addition, Defendants state that the attorneys make decisions on narrative reports subject to firm policy. Defendants also refer Plaintiffs to Defendants’ responses to Interrogatory No. 11. Finally, KNR lawyers, like all Ohio lawyers, may also take action on behalf of their clients as impliedly authorized to carry out the representation.

27. Admit that a narrative report from a Medical Services Provider is not necessary for every KNR client.

**RESPONSE:** Objection. Defendants object that the phrase "is not necessary" is vague, ambiguous and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants admit this request as to ASC. Defendants further state that KNR does not request a narrative report for every KNR client.

28. Admit that a Chiropractor should not unilaterally be allowed to issue and bill a narrative report to a client without the permission of their patient or their patient's lawyer.

**RESPONSE:** Objection. Defendants object that this request is a legal conclusion and a hypothetical without facts. Defendants object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants admit the request as to ASC as drafted.

29. Admit that in some case in which KNR represents an injured party the police report and the client's medical records adequately describe the plaintiff's injury and treatment.

**RESPONSE:** Objection. Defendants object that the request is compound and a hypothetical without facts. Defendants object that the term "adequately describe" is vague, ambiguous, and undefined. In addition, Defendants object that this is a poorly worded request that is unintelligible. Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, Defendants admit that in unusual circumstances that medical records can adequately describe the plaintiff's injury and treatment to effectively communicate and obtain a maximum recovery.

30. Admit that some narrative reports provided to KNR and paid for from a client's settlement did not contain any information not available in the client's medical records.

**RESPONSE:** Objection. Defendants object that the terms "narrative reports" and "any information" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny the request regarding ASC as drafted.

31. Admit that KNR promised certain Chiropractors they would be paid a fee for narrative reports if those chiropractors referred cases to KNR.

**RESPONSE:** Objection. Defendants object that the terms "narrative reports" and "referred cases" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for



admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted.

32. Admit that KNR sent payment for narrative fees directly to certain chiropractors personally, rather than to their businesses or practices.

**RESPONSE:** Objection. Defendants object that the term "narrative fees" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants admit the request as to ASC as drafted.

33. Admit that the nurse referenced in Paragraph 49 of the Second Amended Complaint is a personal friend of Brandy Lamtman.

**RESPONSE:** Objection. Defendants object that the term "personal friend" is vague, ambiguous and undefined. Subject to and without waiving these objections, Defendants deny the request as drafted.

34. Admit that in 2015, a chiropractor from Akron Square Chiropractic ("ASC") was paid a narrative fee by or through KNR on every case referred by ASC to KNR where KNR ultimately represented the client and settled the case.

**RESPONSE:** Objection. Defendants object that the terms "narrative fee" and "referred" are vague, ambiguous, and undefined. This request is also unduly burdensome and overly broad in that it would require a review of hundreds of files. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants refer Plaintiffs to Defendants' responses to Interrogatory Nos. 6 and 7.

35. Admit that in 2015, a chiropractor from any clinic owned by Michael Plambeck was paid a narrative fee by or through KNR on every case referred to by the Plambeck clinic to KNR where KNR ultimately represented the client and settled the case.

**RESPONSE:** Objection. Defendants object that the terms "narrative fee" and "referred" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further objects that this request is outside the scope of Defendants' knowledge. It cannot be answered based on reasonable inquiry. Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted. Responding further, Defendants refer Plaintiffs to Defendants' responses to Interrogatory Nos. 6 and 7.

36. Admit that in 2016, a chiropractor from Akron Square Chiropractic ("ASC") was paid a narrative fee by or through KNR on every case referred by ASC to KNR



where KNR ultimately represented the client and settled the case.

**RESPONSE:** Objection. Defendants object that the terms “narrative fee” and “referred” are vague, ambiguous, and undefined. This request is also unduly burdensome and overly broad in that it would require a review of hundreds of files. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants refer Plaintiffs to Defendants’ responses to Interrogatory Nos. 6 and 7.

37. Admit that in 2016, a chiropractor from any clinic owned by Michael Plambeck was paid a narrative fee by or through KNR on every case referred to by the Plambeck clinic to KNR where KNR ultimately represented the client and settled the case.

**RESPONSE:** Objection. Defendants object that the terms “narrative fee” and “referred” are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further objects that this request is outside the scope of Defendants’ knowledge. It cannot be answered based on reasonable inquiry. This request is also unduly burdensome and overly broad in that it would require a review of hundreds of files. Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted. Responding further, Defendants refer Plaintiffs to Defendants’ responses to Interrogatory Nos. 6 and 7.

38. Admit that narrative reports were sometimes solicited or approved (to be billed) by paralegals or legal assistants without the KNR lawyer staffed on the case being consulted.

**RESPONSE:** Objection. Defendants object that the terms “narrative reports” “consulted” and “sometimes” are vague, ambiguous, and undefined. This request is also unduly burdensome and overly broad in that it would require a review of thousands of files. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants refer Plaintiffs to Defendants’ responses to Interrogatory Nos. 6 and 7.

39. Admit that narrative fees were sometimes added to client files by paralegals or legal assistants without the KNR lawyer staffed on the case being consulted.

**RESPONSE:** Objection. Defendants object that the terms “narrative fees” and “consulted,” and “sometimes” and the phrase “added to client files” are vague, ambiguous, and undefined. This request is also unduly burdensome and overly broad in that it would require a review of thousands of files. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, the attorney would at least be aware that there would be a narrative fee upon review of the narrative report.

40. Admit you maintain a list of Chiropractors to whom clients and/or potential clients are to be referred.

**RESPONSE:** Objection. Defendants object that the term "maintain" and the phrase "are to be referred" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. In addition, Defendants object to the use of referring "potential clients," as KNR does not refer "potential clients." Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted. Responding further, Defendants state that KNR maintains a list of chiropractors to whom clients may be referred as necessary.

41. Admit that KNR attorneys are instructed to refer clients and/or potential clients only to Chiropractors on the list maintained by KNR.

**RESPONSE:** Objection. Defendants object that the terms "instructed" "refer," and "maintained" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. In addition, Defendants object to the use of referring "potential clients," as KNR does not refer "potential clients." Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted.

42. Admit that when a client expresses a desire to receive medical treatment from a Chiropractor not on KNR's list, your attorneys are trained to try and change their mind.

**RESPONSE:** Objection. Defendants object that the term "trained" and the phrase "to try and change their mind" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. In addition, Defendants object to the definition of "your." Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted. Responding further, at times Defendants state that any attorney may have conversations about the factors of selecting a Chiropractor as outlined in Defendants' responses to Interrogatory Nos. 6 and 7. KNR relies on all of its attorneys to follow the Ohio Rules of Professional Conduct in providing advice and counsel to its clients.

43. Admit that KNR has instructed its attorneys to stop sending clients to a Chiropractor where KNR has referred more cases to that Chiropractor than the Chiropractor has referred to KNR.

**RESPONSE:** Objection. Defendants object that the terms "instructed" and "referred" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as to ASC as drafted.

44. Admit that all "red bag referrals" were sent to ASC.

**RESPONSE:** Objection. Defendants object that the term "red bag referrals" is vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, Defendants state that based on the various factors outlined in Defendants' responses to Interrogatory Nos. 6 and 7, red bags in Akron went to ASC for various periods of time.

45. Admit that ASC and KNR entered into an agreement with respect to the "red bags" in Akron.

**RESPONSE:** Objection. Defendants object that the term "agreement" and "red bags" are vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request.

46. Admit that in exchange for all red bag intakes in Akron being referred to ASC, KNR received something of value from ASC.

**RESPONSE:** Objection. Defendants object that the terms "red bag intakes," "referred," and "something of value" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request.



47. Admit that any current or former client of ASC who came to KNR for legal services was to be referred to ASC for chiropractic services.

**RESPONSE:** Objection. Defendants object that the term "referred" is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, depending on the factors outlined in Defendants' responses to Interrogatory Nos. 6 and 7, KNR would refer the client back to the Chiropractor he/she was originally treating with or such other Chiropractor or healthcare provider that would be beneficial to the client.

48. Admit that all companion cases of cases already at ASC were to be referred to ASC.

**RESPONSE:** Objection. Defendants object that the terms "companion cases" and "referred" is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, depending on the factors outlined in Defendants' responses to Interrogatory Nos. 6 and 7, KNR would refer the client back to the Chiropractor he/she was originally treating with or such other Chiropractor or healthcare provider that would be beneficial to the client.

49. Admit that your attorneys were instructed to tell potential clients not to speak to any non-KNR individual soliciting to provide legal or medical services with respect to the accident for which KNR wished to provide representation.

**RESPONSE:** Objection. Defendants object that the term "instructed" is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny the request as drafted. Responding further, Defendants inform current clients to not speak with anyone about their injury case.

50. Admit that KNR attorneys were told by Brandy Lamtman they were to make referrals only to the Chiropractors she instructed.

**RESPONSE:** Objection. Defendants object that the terms "instructed" and "referrals" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted. Responding further, Defendants state that subject to the factors (including, but not limited to, do they negotiate rates, do they sue patients, do they accept letters of protection, will they testify at trial, will they author medical reports, the existence of other medical providers depending on the type and severity of the

injury, client's desires, etc.) outlined in Defendants' responses to Interrogatory Nos. 6 and 7, KNR attorneys were instructed to recommend clients to certain Chiropractors. In addition, all directions to attorneys are subject to the attorney following the Ohio Rules of Professional Conduct and taking action the attorney believes is in the best interest of the client.

51. Admit that KNR attorneys were advised to refer clients or potential clients to a Chiropractor even if the client or potential client was already treating with a primary care physician.

**RESPONSE:** Objection. Defendants object that the terms "advised," "refer," and "treating" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny the request as to ASC as drafted. Responding further, Defendants state that in some circumstances after considering the factors outlined in Defendants' responses to Interrogatory Nos. 6 and 7, an attorney may refer a client to a Chiropractor even though the client is being treated by a primary care physician.

52. Admit that KNR attorneys were routinely instructed to send an investigator to sign clients up at their homes.

**RESPONSE:** Objection. Defendants object that the terms "routinely" and "instructed" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, depending on the matter, KNR attorneys were advised to generally use investigators to meet with the client (once the firm was retained) to sign the contingency-fee agreement, obtain photographs of the damaged car and any personal injuries, and obtain other information and documents, as outlined in response to Interrogatory No. 2 in the First Set of Interrogatories and Interrogatory Nos. 1-3 in the Second Set of Interrogatories.

53. Admit that the policy described in the RFA immediately above was intended in part to maximize the number of cases it referred to Chiropractors as opposed to cases referred to KNR by Chiropractors.

**RESPONSE:** Objection. Defendants object that the terms "policy" and "referred" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

54. Admit that the "SU fee" to which Robert Redick refers in the email referenced in Paragraph 88 of the Second Amended Complaint refers to the same \$50 fee that Member Williams was charged as described in Defendants' Response to Plaintiffs' First Set of Interrogatories No. 2-5.



**RESPONSE:** Objection. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving this objection, Defendants admit this request.

55.

**RESPONSE:** Request No. 55 was blank.

56. Admit that faxing or emailing contracts to potential new clients was discouraged and for an attorney to do so required approval from KNR management.

**RESPONSE:** Objection. Defendants object that the term "KNR management" is vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants admit the request as a general matter. Responding further, depending on the circumstances, there are situations that may require faxing or emailing the contract.

57. Admit KNR insisted on personally scheduling a client's first appointment with a Chiropractor in part to make sure that KNR received proper credit for the referral with the Chiropractor.

**RESPONSE:** Objection. Defendants object that the term "personally" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, Defendants state that, depending on the case, claimed injury, and the Chiropractor suitable to the client, KNR would schedule an initial evaluation with the Chiropractor.

58. Admit the lawyers were instructed to send all "red bag delivery" inquiries in Lorain to Xcell Chiropractic.

**RESPONSE:** Objection. Defendants object that the terms "instructed," "red bag delivery," and "inquiries" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC.

Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as drafted. Responding further, Defendants state that based on the factors outlined in Defendants' responses to Interrogatory Nos. 6 and 7, red bags in Lorain went to Xcell for various periods of time.

59. Admit that Xcell chiropractic and KNR entered into an agreement with respect to the "red bags" in Lorain.

**RESPONSE:** Objection. Defendants object that the terms "agreements" and "red bags" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request.

60. Admit that in exchange for all red bag intakes in Lorain being referred to Xcell Chiropractic, KNR received something of value from Xcell chiropractic.

**RESPONSE:** Objection. Defendants object that the terms "red bag intakes" and "referred" and the phrase "something of value" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request.

61. Admit that no one other than Brandy Brewer and/or Rob Nestico was to release information regarding the number of referrals made or received to any particular chiropractor.

**RESPONSE:** Objection. Defendants object that the term "referrals" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist.

LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants admit this request.

62. Admit that some procedures with respect to Chiropractor referrals were different for minors than they were for adults.

**RESPONSE:** Objection. Defendants object that the terms "procedures," "referrals," and "different" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants admit that minor cases (minors under 12) are handled differently in some respects than adult cases.

63. Admit that KNR specifically instructed its attorneys not to include a narrative fee from a Chiropractor on the settlement statements of minors.

**RESPONSE:** Objection. Defendants object that the term "instructed" and "narrative fee" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

64. Admit the KNR avoided including a narrative fee from a Chiropractor on the settlement statement of any case required to go through probate.

**RESPONSE:** Objection. Defendants object that the term "narrative fee" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

65. Admit that the amount of the narrative fees paid by KNR clients or paid to Chiropractors by or through KNR did not vary according to the complexity of the narrative or amount of time spent on the narratives by the Chiropractor.

**RESPONSE:** Objection. Defendants object that the term "narrative fees" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants admit this request as drafted as to ASC. Responding further, Defendants state that some Chiropractors charge flat fees, while others do not.

66. Admit that some Chiropractors with whom KNR worked were not asked for narrative reports.

**RESPONSE:** Objection. Defendants object that the term "narrative reports" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

67. Admit that some Chiropractors with whom KNR worked were not paid narrative fees by KNR clients or by and through KNR.

**RESPONSE:** Objection. Defendants object that the term "some" and "narrative fees" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as drafted as to ASC. Responding further, Defendants state that narrative fees are paid only on narrative reports produced.

68. Admit that whether a narrative report was prepared and a narrative fee charged in a given case was determined by which Chiropractor the client treated with rather than the need for the narrative report itself.

**RESPONSE:** Objection. Defendants object that the terms "narrative fee," "narrative report" and "charged" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is compound. Subject to and without waiving these objections, Defendants deny this request as to ASC.

69. Admit that KNR attorneys were told by KNR management that "referrals are not up for negotiation."

**RESPONSE:** Objection. Defendants object that the term "KNR management" and the phrase "referrals are not up for negotiation" are vague, ambiguous, and undefined. Defendants further object that the quote in this request is taken out of context. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as drafted.

70. Admit KNR attorneys were not free to negotiate a Chiropractor's charges without the approval of managing partner Rob Nestico.

**RESPONSE:** Objection. Defendants object that the phrase "free to negotiate" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without



waiving these objections, Defendants deny this request as to ASC.

71. Admit that KNR does not refer clients to Chiropractors with whom they did not have a reciprocal referral agreement.

**RESPONSE:** Objection. Defendants object that the terms "refer" and "reciprocal referral agreement" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

72. Admit that if KNR ceased to have a reciprocal referral agreement with a Chiropractor it would instruct attorneys to cease referring clients to that Chiropractor.

**RESPONSE:** Objection. Defendants object that the terms "reciprocal referral agreement" and "referring" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as to ASC.

73. Admit it was the responsibility of the intake team to find police reports for new cases.

**RESPONSE:** Objection. Defendants object that the term "intake team" is vague, ambiguous, and undefined. In addition, Defendants object that there is no date restriction. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request. Prior to January or February 2014, the intake team had nothing to do with obtaining the police reports. During this time, the investigators obtained the police reports from individual police stations. Responding further, Defendants state for some police reports beginning in or around January or February 2014, the intake and date departments began obtaining some police reports through ARGO.

74. Admit that intake was responsible for following up with their paralegals' police reports daily.

**RESPONSE:** Objection. Defendants object that the term "intake" is vague, ambiguous, and undefined. In addition, Defendants object that there is no date restriction. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June



30, 2017). Subject to and without waiving these objections, Defendants admit this request.

75. Admit that a program called ARGO was used to allow intake or pre-litigation attorneys (or their staff) to pull police reports "with one simple click."

**RESPONSE:** Objection. Defendants object that the term "intake" is vague, ambiguous, and undefined. In addition, Defendants object that there is no date restriction. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants admit that this request is true for some police reports after about January or February 2014, and deny for the time period prior to that. ARGO came into existence in or around January or February 2014.

76. Admit that Managing Partner Rob Nestico told KNR attorneys that if they used a loan company other than the one he recommended, "you would be responsible for the loan yourself."

**RESPONSE:** Objection. Defendants object that the term "loan company" is vague, ambiguous, and undefined. In addition, this request's quote is taken out of context. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Litigation Finance Companies other than Liberty Capital Funding, LLC ("Liberty Capital"). Subject to and without waiving these objections, Defendants deny this request.

77. Admit that KNR attorneys could not request investigators do billable work other than "sign up" (signing up clients and obtaining any documents in the client's possession) without permission from firm management.

**RESPONSE:** Objection. Defendants object that the terms "billable work" and "firm management" are vague, ambiguous, and undefined. Defendants also object to the definition of "sign up." Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request. Responding further, the investigators were paid a flat fee for unlimited case specific work for individual cases. Certain work done on behalf of the firm and not case specific may have been billed separately to KNR but not charged to the clients.

78. Admit that KNR attorneys were directed to not send clients to a Chiropractor until such time as an investigator had gone to their home or other location and signed them to a contract.

**RESPONSE:** Objection. Defendants object that the term "directed" and the phrase "until such time" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants deny this request as to ASC.

79. Admit that KNR attorneys used the term "sign up fees" to describe fees paid to investigators.

**RESPONSE:** Defendants admit this request and also admit that KNR attorneys used the term "investigation fee" and "investigator fee." Responding further, the terms "sign up fees," "investigation fee," and "investigator fee" cover more than just having the client sign the Contingency-Fee Agreement. The work included that which is set forth in response to Interrogatory No. 2 from the First Set of Interrogatories and Interrogatory Nos. 1-3 from the Second Set of Interrogatories.

80. Admit that KNR attorneys were directed to not send clients to a Chiropractor until such time as an investigator had gone to their home or other location and signed them to a contract.

**RESPONSE:** See response to Request No. 78.

81. Admit that when an attorney received a call from an intake who already had an appointment with a non-KNR associated chiropractor they were instructed to try to get the client to change to a KNR associated chiropractor.

**RESPONSE:** Objection. Defendants object that the terms "intake," "instructed," "KNR associated chiropractor," and "non-KNR associated chiropractor" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome to the extent that this request for admission seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants deny this request as drafted s to ASC. Responding further, Defendants refer Plaintiffs to Defendants' responses to Interrogatory Nos. 6 and 7. In addition, all directions to attorneys are subject to the attorney following the Ohio Rules of Professional Conduct and taking action the attorney believes is in the best interest of the client.

82. Admit that no Defendant had any knowledge that Liberty Capital Funding had served anyone as a Litigation Finance Company before KNR began recommending Liberty Capital to its clients.

**RESPONSE:** Objection. Defendants object that this request is confusing and unintelligible. Subject to and without waiving these objections, Defendants deny

this request.

83. Admit that KNR suggested that Matthew Johnson take a litigation advance from Liberty Capital Funding.

**RESPONSE:** Objection. Defendants object that the terms “suggested” and “litigation advance” are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants deny this request.

84. Admit that, for a certain period of time, KNR suggested that all of its clients who were interested in a litigation advance seek a litigation advance from Liberty Capital Funding.

**RESPONSE:** Objection. Defendants object that the term “litigation advance” and the phrase “for a certain period of time” are vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants admit this request. This was done to try out a new company so that KNR’s clients have other options. It also allowed KNR to negotiate a discount on the loan repayment.

85. Admit that KNR did not disclose to Matthew Johnson that it had anything other than an arms-length relationship with Liberty Capital Funding.

**RESPONSE:** Objection. Defendants object that this request incorrectly assumes that Liberty Capital Funding and KNR did not have an arms-length relationship. Defendants deny such an assumption. Subject to and without waiving this objection, Defendants deny this request because KNR had an arms-length relationship with Liberty Capital Funding.

86. Admit that KNR did not disclose to any of its clients that it had anything other than an arms-length relationship with Liberty Capital Funding.

**RESPONSE:** Objection. Defendants object that this request incorrectly assumes that Liberty Capital Funding and KNR did not have an arms-length relationship. Defendants deny such an assumption. Subject to and without waiving this objection, Defendants deny this request because KNR had an arms-length relationship with Liberty Capital Funding.

87. Admit that ASC solicited Naomi Wright.

**RESPONSE:** Objection. Defendants object that the term “solicited” is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants do not have the knowledge as to whether ASC sought Naomi Wright or not, and therefore, they cannot admit or deny this request.

88. Admit that ASC solicitation of Naomi Wright was pursuant to a larger joint marketing agreement between ASC and KNR.

**RESPONSE:** Objection. Defendants object that the term "larger joint marketing agreement" is vague, ambiguous, and undefined. In addition, Defendants object that this request incorrectly assumes that there was some "larger joint marketing agreement between ASC and KNR." Defendants deny such an assumption. Subject to and without waiving these objections, Defendants deny this request.

As to objections,

/s/ Brian E. Roof

Respectfully submitted,

/s/ Brian E. Roof

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CERTIFICATE OF SERVICE

A copy of the foregoing Defendants' Responses to Plaintiffs' Second Set of Requests for Admission was sent this 23rd day of October, 2017 to the following via electronic Mail:

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