

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

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

EXHIBIT 7 -  
Affidavit of Kevin Thompson

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

Member Williams, et al,

Plaintiffs,

v.

Kisling, Nestico &amp; Redick, LLC, et al

Defendants.

Case No. 2016 09 3928

Judge Alison BreauX

**AFFIDAVIT OF KEVIN THOMPSON**

Now comes Affiant, Kevin Thompson, having first been sworn upon his oath, and attests as follows:

1. I am of legal age, sound mind and otherwise competent to testify.
2. This affidavit is based on my personal knowledge and my review of Kisling, Nestico & Redick, LLC's quantum meruit records kept in the ordinary course of KNR's business.
3. I am employed by KNR as the firm's Director of Business Development, and in that capacity, track all quantum meruit liens sent by KNR to former clients, attorneys and insurance companies.
4. Exhibit A, attached hereto, is a spreadsheet I prepared from my quantum meruit records listing all liens I could locate asserted by KNR after the client's termination of KNR's services for cases in which Akron Square Chiropractic ("ASC") referred the client to KNR. The names, street addresses, and new counsel of clients who are not parties to this action have been redacted.
5. Of the eight liens, seven were for services rendered to clients who reside in Summit County and one was for services rendered to a client who resides in Cuyahoga County.

- 6. Of the eight liens, four have not been paid including the only lien for services provided to a Cuyahoga County resident.
- 7. Of the four liens that have been paid, three were paid by the former client's new attorney and one was paid by the responsible insurance carrier.
- 8. Of the three liens paid by attorneys, one of the attorney provided a breakdown of the settlement that shows all of KNR's fees were paid out of the new attorney's fee rather than by the client. A true and accurate copy of the cover letter and settlement breakdown, with client information and other non-relevant settlement information redacted, is attached hereto as Exhibit B.
- 9. Exhibit C, attached hereto, is a true and accurate spreadsheet I prepared from my quantum meruit reports showing the four clients (names and street addresses redacted) whom KNR referred to ASC who terminated their attorney-client relationship with KNR prior to completion of KNR's services.

FURTHERMORE AFFIANT SAYETH NAUGHT.

  
 \_\_\_\_\_  
 KEVIN THOMPSON

STATE OF OHIO )  
 )SS;  
 COUNTY OF SUMMIT )

Affiant, Kevin Thompson, appeared in my presence this 24<sup>th</sup> day of October, 2017, and having first been sworn upon his oath, attested that the facts stated in this Affidavit are true to the best of her knowledge.

  
 \_\_\_\_\_  
 NOTARY PUBLIC



Josette M. Miller  
 Resident Summit County  
 Notary Public, State of Ohio  
 My Commission Expires: 12/22/2020

Client	New Counsel	Status
OH 44306	Esq.	Payment received 12.2.15
44306 Akron, OH	Esq.	Payment received 6.5.14
44306 Akron, OH	Esq.	Payment received 3.31.16
OH 44203 Norton,	Esq.	Payment received 1.8.13
Naomi Wright 1591 King Drive Uniontown, OH 44685	Matthew Ameer, Esq.	Case is pending
OH 44135 Cleveland,	Esq.	Case is pending
Mogadore, OH 44260	Esq.	Case is pending
Akron, OH 44312	Acceptance Insurance Co.	Payment received 5.20.14

Ex.A

**SLATER & ZURZ** LLP  
Attorneys & Counselors at Law  
www.slaterzurz.com

John J. Lynett, Jr.

jlynett@slaterzurz.com

January 8, 2013

Mr. Rob Nestico, Esq.  
Kisling, Nestico & Redick, LLC  
3412 West Market St.  
Akron, Ohio 44333

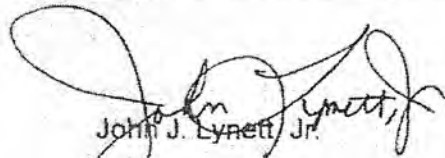
RE:

Dear Mr. Nestico:

Pursuant to the settlement of the above captioned injury claim and our agreement of December 27, 2012, enclosed please find two checks payable to Kisling, Nestico & Redick. The first check in the amount of \$1,800.00 represents your agreed legal fee in this matter. The other check in the amount of \$351.51 represents reimbursement of your costs advanced.

If you have any questions or comments or if I can be of further service to you, please feel free to contact me.

Very truly yours,

  
John J. Lynett, Jr.  
JJL/lal

One Cascade Plaza • Akron, OH 44308  
Telephone Akron 330-762-0700 Facsimile 330-762-3923 Toll Free 800-297-9191

**Ex. B**

**SLATER & ZURZ** LLP  
Attorneys & Counselors at Law  
www.slaterzurz.com

John J. Lynett, Jr.

jlynett@slaterzurz.com

December 27, 2012

Re:

Dear .

Pursuant to your authority, the above referred to matter has been settled for a gross sum of \$12,000.00. Set out below is an accounting with respect to the receipt and disbursement of funds.

Receipt	\$12,000.00
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## Disbursements:

Legal Fees:

(1/3 of \$12,000.00)	\$2,300.00
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(Reduced \$1,700.00)	
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Divided between:

KNR	\$1,800.00
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Slater & Zurz, LLP	\$ 500.00
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Costs to be Paid:

Kisling, Nestico & Reddick	<u>351.51</u>
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Total Costs to be Paid:	\$351.51
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Medical Care Assignment/LOP:

Akron Square Chiropractic	2,500.00
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(Reduced from \$2,951.00)	
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Clearwater Billing Services	1,100.00
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(Reduced from \$2,220.00)	
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National Diagnostic Imaging	75.00
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December 27, 2012

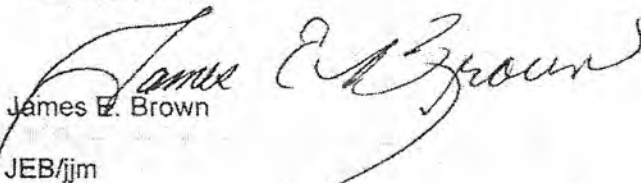
Total Disbursements:	\$6,326.51
Gross to Client	\$5,673.49
<u>Medical Bills to be Paid by Client:</u>	
Summa Barberton	\$2,827.45
EMP of Barberton	459.00
Radiology Associates of Canton	56.00
Total Unpaid Bills:	\$3,342.45
Net to Client	\$2,331.04

Any other medical bills, liens and/or subrogation claims relating to this accident, other than those listed above, will be your responsibility to pay out of your proceeds.

If you agree with the settlement of your case as set forth above, please sign below where indicated.

Thank you for allowing me to represent you in this matter. If I can ever be of assistance to you in the future, please call me.

Very truly yours,

  
James E. Brown  
JEB/jjm

I, \_\_\_\_\_, agree with the terms and conditions as set forth above in regard to the settlement of my case, and I specifically acknowledge that I am responsible for any medical bills, liens and/or subrogation claims relating to this accident not delineated above.

Date: 1-15-13

KNR to ASC

Akron, OH 44310

Akron, OH 44307

Akron, OH 44302

Akron, OH  
44305

EX. C