

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, <i>et al.</i>	)	CASE NO.: CV-2016-09-3928
	)	
Plaintiffs,	)	JUDGE
	)	
vs.	)	
	)	
KISLING, NESTICO & REDICK, LLC, <i>et al.</i>	)	<b><u>DEFENDANT MINAS FLOROS D.C.'S</u></b>
	)	<b><u>ANSWER TO PLAINTIFF'S THIRD</u></b>
Defendants.	)	<b><u>AMENDED COMPLAINT</u></b>
	)	
	)	<b><i>Jury Demand Endorsed Hereon</i></b>

For his Answer to the Third Amended Complaint, Defendant Minas Floros, D.C. ("Floros"), states as follows:

First, Floros denies as specifically stated any and all conclusory allegations contained in Plaintiffs' subheadings throughout the Third Amended Complaint.

1. Floros can neither admit nor deny the allegations contained in Paragraph 1 of the Third Amended Complaint as they are directed to other defendants.

2. To the extent the allegations contained in Paragraph 2 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any quid pro quo relationship, fraudulent narrative fees and/or "kickbacks" of any kind. As to the remaining allegations in this Paragraph, Floros can neither admit nor deny as they are directed to other defendants.

3. Floros can neither admit nor deny the allegations contained in Paragraph 3 of the Third Amended Complaint as they are directed to other defendants.

4. Floros can neither admit nor deny the allegations contained in Paragraph 4 of the Third Amended Complaint as they are directed to other defendants.

5. Floros can neither admit nor deny the statements and allegations contained in Paragraph 5 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, provide a summary of the claims made by Plaintiffs in this action and attempts to interpret R.C. 1345.09.

6. Floros can neither admit nor deny the allegations contained in Paragraph 6 of the Third Amended Complaint as they are directed to other defendants. To the extent applicable, Floros denies any allegation that he was involved or participated in any quid pro quo relationship with KNR.

7. Floros can neither admit nor deny the statements and allegations contained in Paragraph 7 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, provide a summary of purported evidence to support claims made by Plaintiff in this action.

8. Floros denies the allegations contained in Paragraph 8 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity.

9. Floros denies each and every allegation contained in Paragraph 9 of the Third Amended Complaint.

10. Floros denies the allegations contained in Paragraph 10 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity. Answering further, Floros denies any legal conclusions contained in this Paragraph.

11. To the extent the allegations contained in Paragraph 11 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any

unwanted medical care and/or unlawful kickback relationship between himself, Akron Square Chiropractors and KNR. To the extent the allegations contained in Paragraph 11 are directed to other defendants, Floros can neither admit nor deny them. Finally, Floros denies any legal conclusions contained in this Paragraph.

12. To the extent the allegations contained in Paragraph 12 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any fraudulent narrative fee, deception or coercion on his part. As to the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

13. Floros can neither admit nor deny the allegations contained in Paragraph 13 of the Third Amended Complaint as they are directed to other defendants. Answering further, Floros denies any legal conclusions contained in this Paragraph.

14. Floros denies the allegations contained in Paragraph 14 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity.

15. Floros denies as specifically stated the allegations contained in Paragraph 15 of the Third Amended Complaint, specifically denying any legal conclusions, but does not contest jurisdiction is proper in this court.

16. Floros denies as specifically stated the allegations contained in Paragraph 16 of the Third Amended Complaint, specifically denying any legal conclusions, but does not contest venue is proper in this court.

17. Floros denies the allegations contained in Paragraph 17 of the Third Amended Complaint for want of knowledge to form a belief as to their truth or falsity.

18. To the extent the allegations contained in Paragraph 18 of the Third Amended Complaint are directed to Floros, they are denied. As to the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

19. To the extent the allegations contained in Paragraph 19 of the Third Amended Complaint are directed to Floros, they are denied. As to the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

20. To the extent the allegations contained in Paragraph 20 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any quid pro quo referral relationship with KNR. To the extent the allegations contained in this Paragraph are directed to other defendants, Floros can neither admit nor deny them.

21. To the extent the allegations contained in Paragraph 21 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any quid pro quo relationship with KNR. To the extent the allegations contained in this Paragraph are directed to other defendants, Floros can neither admit nor deny them.

22. To the extent the allegations contained in Paragraph 22 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any quid pro quo relationship with KNR. Further answering, Floros denies any legal conclusions contained in this Paragraph.

23. To the extent the allegations contained in Paragraph 23 are directed to Floros, they are denied. As to the remaining allegations, Floros can neither admit nor deny allegations directed to other defendants.

24. To the extent the allegations contained in Paragraph 24 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of

any reciprocal referral agreements. Further answering, Floros denies any legal conclusions contained in this Paragraph.

25. To the extent the allegations contained in Paragraph 25 of the Third Amended Complaint are directed to Floros, they are denied. As to the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

26. To the extent the allegations contained in Paragraph 26 of the Third Amended Complaint are directed to Floros, they are denied. Specifically, Floros denies the existence of any obligation under any kind of quid pro quo arrangement with KNR. As to the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

27. Floros can neither admit nor deny the allegations contained in Paragraph 27 of the Third Amended Complaint as they are directed to other defendants. Answering further, Floros denies the existence of any reciprocal referral agreement with KNR.

28. Floros can neither admit nor deny the allegations contained in Paragraph 28 of the Third Amended Complaint as they are directed to other defendants. Answering further, Floros denies the existence of any reciprocal referral agreement with KNR.

29. Floros can neither admit nor deny the allegations contained in Paragraph 29 of the Third Amended Complaint as they are directed to other defendants.

30. Floros can neither admit nor deny the allegations contained in Paragraph 30 of the Third Amended Complaint as they are directed to other defendants.

31. Floros can neither admit nor deny the allegations contained in Paragraph 31 of the Third Amended Complaint as they are directed to other defendants.

32. Floros can neither admit nor deny the allegations contained in Paragraph 32 of the Third Amended Complaint as they are directed to other defendants.

33. Floros can neither admit nor deny the allegations contained in Paragraph 33 of the Third Amended Complaint as they are directed to other defendants.

34. Floros can neither admit nor deny the allegations contained in Paragraph 34 of the Third Amended Complaint as they are directed to other defendants.

35. Floros can neither admit nor deny the allegations contained in Paragraph 35 of the Third Amended Complaint as they are directed to other defendants.

36. Floros can neither admit nor deny the allegations contained in Paragraph 36 of the Third Amended Complaint as they are directed to other defendants.

37. Floros can neither admit nor deny the allegations contained in Paragraph 37 of the Third Amended Complaint as they are directed to other defendants.

38. Floros can neither admit nor deny the allegations contained in Paragraph 38 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR and/or “kickback arrangement.”

39. Floros can neither admit nor deny the allegations contained in Paragraph 39 of the Third Amended Complaint as they are directed to other defendants.

40. Floros can neither admit nor deny the allegations contained in Paragraph 40 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR as described in Paragraph 40.

41. Floros can neither admit nor deny the allegations contained in Paragraph 41 of the Third Amended Complaint as they are directed to other defendants.

42. Floros can neither admit nor deny the allegations contained in Paragraph 42 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship as described in Paragraph 42.

43. Floros can neither admit nor deny the allegations contained in Paragraph 43 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo referral relationship and/or kickback relationship as described in Paragraph 43.

44. Floros can neither admit nor deny the allegations contained in Paragraph 44 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship as described in Paragraph 44.

45. Floros can neither admit nor deny the allegations contained in Paragraph 45 of the Third Amended Complaint as they are directed to other defendants.

46. Floros can neither admit nor deny the allegations contained in Paragraph 46 of the Third Amended Complaint as they are directed to other defendants.

47. Floros can neither admit nor deny the allegations contained in Paragraph 47 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR as described in Paragraph 47.

48. Floros can neither admit nor deny the allegations contained in Paragraph 48 of the Third Amended Complaint as they are directed to other defendants.

49. Floros can neither admit nor deny the allegations contained in Paragraph 49 of the Third Amended Complaint as they are directed to other defendants.

50. Floros can neither admit nor deny the allegations contained in Paragraph 50 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR as described in Paragraph 50.

51. Floros can neither admit nor deny the allegations contained in Paragraph 51 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship as described in Paragraph 51.

52. Floros can neither admit nor deny the allegations contained in Paragraph 52 of the Third Amended Complaint as they are directed to other defendants.

53. Floros can neither admit nor deny the allegations contained in Paragraph 53 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any reward obtained as a result of any quid pro quo relationship with KNR as described in Paragraph 53.

54. Floros can neither admit nor deny the allegations contained in Paragraph 54 of the Third Amended Complaint as they are directed to other defendants.

55. Floros can neither admit nor deny the allegations contained in Paragraph 55 of the Third Amended Complaint as they are directed to other defendants.

56. Floros can neither admit nor deny the allegations contained in Paragraph 56 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship and/or conflict of interest as described in Paragraph 56.

57. Floros can neither admit nor deny the allegations contained in Paragraph 57 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any fraudulent deduction of a narrative fee.

58. Floros can neither admit nor deny the allegations contained in Paragraph 58 of the Third Amended Complaint as they are directed to other defendants. To the extent the allegations



contained in Paragraph 58 are directed to Floros, they are denied. Specifically, Floros denies generating any “worthless” narratives.

59. Floros can neither admit nor deny the allegations contained in Paragraph 59 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the allegation that the narrative fee is a “kickback payment” or the result of any quid pro quo relationship.

60. Floros can neither admit nor deny the allegations contained in Paragraph 60 of the Third Amended Complaint as they are directed to other defendants.

61. Floros can neither admit nor deny the allegations contained in Paragraph 61 of the Third Amended Complaint as they are directed to other defendants.

62. Floros can neither admit nor deny the allegations contained in Paragraph 62 of the Third Amended Complaint as they are directed to other defendants. Floros denies any legal conclusions contained in Paragraph 62.

63. Floros can neither admit nor deny the allegations contained in Paragraph 63 of the Third Amended Complaint as they are directed to other defendants.

64. Floros can neither admit nor deny the allegations contained in Paragraph 64 of the Third Amended Complaint as they are directed to other defendants.

65. Floros can neither admit nor deny the allegations contained in Paragraph 65 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR and/or any “kickback” in the form of a narrative fee as described in Paragraph 65.

66. Floros can neither admit nor deny the allegations contained in Paragraph 66 of the Third Amended Complaint as they are directed to other defendants.

67. Floros can neither admit nor deny the allegations contained in Paragraph 67 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies any allegation that his reports were “worthless” or that he “merely filled in the blanks” when generating narrative reports.

68. Floros can neither admit nor deny the allegations contained in Paragraph 68 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any fraudulent narrative fee obtained through a quid pro quo relationship with KNR as described in Paragraph 68.

69. Floros can neither admit nor deny the allegations contained in Paragraph 69 of the Third Amended Complaint as they are directed to other defendants.

70. Floros can neither admit nor deny the allegations contained in Paragraph 70 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies that he has ever engaged or participated in any fraudulent business practice described in Paragraph 70.

71. Floros can neither admit nor deny the allegations contained in Paragraph 71 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies any conclusory allegations of unlawful conduct.

72. Floros can neither admit nor deny the allegations contained in Paragraph 72 of the Third Amended Complaint as they are directed to other defendants.

73. Floros can neither admit nor deny the allegations contained in Paragraph 73 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR.

74. Floros can neither admit nor deny the allegations contained in Paragraph 74 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo referral relationship with KNR.

75. Floros can neither admit nor deny the allegations contained in Paragraph 75 of the Third Amended Complaint as they are directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR.

76. Floros can neither admit nor deny the allegations contained in Paragraph 76 of the Third Amended Complaint as they are directed to other defendants.

77. Floros can neither admit nor deny the allegations contained in Paragraph 77 of the Third Amended Complaint as they are directed to other defendants.

78. Floros can neither admit nor deny the allegations contained in Paragraph 78 of the Third Amended Complaint as they are directed to other defendants.

79. Floros can neither admit nor deny the allegations contained in Paragraph 79 of the Third Amended Complaint as they are directed to other defendants.

80. Floros can neither admit nor deny the allegations contained in Paragraph 80 of the Third Amended Complaint as they are directed to other defendants.

81. Floros can neither admit nor deny the allegations contained in Paragraph 81 of the Third Amended Complaint as they are directed to other defendants.

82. Floros can neither admit nor deny the allegations contained in Paragraph 82 of the Third Amended Complaint as they are directed to other defendants.

83. Floros can neither admit nor deny the allegations contained in Paragraph 83 of the Third Amended Complaint as they are directed to other defendants.

84. Floros can neither admit nor deny the allegations contained in Paragraph 84 of the Third Amended Complaint as they are directed to other defendants.

85. Floros can neither admit nor deny the allegations contained in Paragraph 85 of the Third Amended Complaint as they are directed to other defendants.

86. Floros can neither admit nor deny the allegations contained in Paragraph 86 of the Third Amended Complaint as they are directed to other defendants.

87. Floros can neither admit nor deny the allegations contained in Paragraph 87 of the Third Amended Complaint as they are directed to other defendants.

88. Floros denies the allegations contained in Paragraph 88 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

89. Floros denies the allegations contained in Paragraph 89 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

90. Floros denies the allegations contained in Paragraph 90 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

91. Floros denies the allegations contained in Paragraph 91 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

92. Floros denies the allegations contained in Paragraph 92 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

93. Floros denies the allegations contained in Paragraph 93 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

94. Floros denies the allegations contained in Paragraph 94 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

95. Floros denies the allegations contained in Paragraph 95 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

96. Floros can neither admit nor deny the allegations contained in Paragraph 96 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, purport to summarize Ohio law. Further answering, Floros denies any legal conclusions contained in this Paragraph.

97. Floros can neither admit nor deny the allegations contained in Paragraph 97 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, purport to summarize Ohio law. Further answering, Floros denies any legal conclusions contained in this Paragraph.

98. Floros can neither admit nor deny the allegations contained in Paragraph 98 of the Third Amended Complaint as they are directed to other defendants.

99. Floros can neither admit nor deny the allegations contained in Paragraph 99 of the Third Amended Complaint as they are directed to other defendants.

100. Floros can neither admit nor deny the allegations contained in Paragraph 100 of the Third Amended Complaint as they are directed to other defendants.

101. Floros can neither admit nor deny the allegations contained in Paragraph 101 of the Third Amended Complaint as they are directed to other defendants.

102. Floros can neither admit nor deny the allegations contained in Paragraph 102 of the Third Amended Complaint as they are directed to other defendants.

103. Floros can neither admit nor deny the allegations contained in Paragraph 103 of the Third Amended Complaint as they are directed to other defendants.

104. Floros can neither admit nor deny the allegations contained in Paragraph 104 of the Third Amended Complaint as they are directed to other defendants.

105. Floros can neither admit nor deny the allegations contained in Paragraph 105 of the Third Amended Complaint as they are directed to other defendants.

106. Floros can neither admit nor deny the allegations contained in Paragraph 106 of the Third Amended Complaint as they are directed to other defendants.

107. Floros can neither admit nor deny the allegations contained in Paragraph 107 of the Third Amended Complaint as they are directed to other defendants.

108. Floros can neither admit nor deny the allegations contained in Paragraph 108 of the Third Amended Complaint as they are directed to other defendants.

109. Floros can neither admit nor deny the allegations contained in Paragraph 109 of the Third Amended Complaint as they are directed to other defendants.

110. Floros can neither admit nor deny the allegations contained in Paragraph 110 of the Third Amended Complaint as they are directed to other defendants.

111. Floros can neither admit nor deny the allegations contained in Paragraph 111 of the Third Amended Complaint as they are directed to other defendants.

112. Floros can neither admit nor deny the allegations contained in Paragraph 112 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, purport to summarize Ohio law. Further answering, Floros denies any legal conclusions contained in this Paragraph.

113. Floros can neither admit nor deny the allegations contained in Paragraph 113 of the Third Amended Complaint as they are directed to other defendants. Further answering, Floros denies any legal conclusions contained in this Paragraph.

114. Floros can neither admit nor deny the allegations contained in Paragraph 114 of the Third Amended Complaint as they are directed to other defendants.

115. Floros can neither admit nor deny the allegations contained in Paragraph 115 of the Third Amended Complaint as they are directed to other defendants.

116. Floros can neither admit nor deny the allegations contained in Paragraph 116 of the Third Amended Complaint as they are directed to other defendants.

117. Floros denies the initial allegations contained in Paragraph 117 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity. As for the remaining allegations directed to other defendants, Floros can neither admit nor deny them.

118. Floros can neither admit nor deny the allegations contained in Paragraph 118 of the Third Amended Complaint as they are directed to other defendants.

119. Floros can neither admit nor deny the allegations contained in Paragraph 119 of the Third Amended Complaint as they are directed to other defendants.

120. Floros can neither admit nor deny the allegations contained in Paragraph 120 of the Third Amended Complaint as they are directed to other defendants.

121. Floros can neither admit nor deny the allegations contained in Paragraph 121 of the Third Amended Complaint as they are directed to other defendants.

122. Floros can neither admit nor deny the allegations contained in Paragraph 122 of the Third Amended Complaint as they are directed to other defendants.

123. Floros can neither admit nor deny the allegations contained in Paragraph 123 of the Third Amended Complaint as they are directed to other defendants.

124. Floros can neither admit nor deny the allegations contained in Paragraph 124 of the Third Amended Complaint as they are directed to other defendants.

125. Floros can neither admit nor deny the allegations contained in Paragraph 125 of the Third Amended Complaint as they are directed to other defendants.

126. Floros can neither admit nor deny the allegations contained in Paragraph 126 of the Third Amended Complaint as they are directed to other defendants.

127. Floros can neither admit nor deny the allegations contained in Paragraph 127 of the Third Amended Complaint as they are directed to other defendants.

128. Floros can neither admit nor deny the allegations contained in Paragraph 128 of the Third Amended Complaint as they are directed to other defendants.

129. Floros can neither admit nor deny the allegations contained in Paragraph 129 of the Third Amended Complaint as they are directed to other defendants.

130. Floros can neither admit nor deny the allegations contained in Paragraph 130 of the Third Amended Complaint as they are directed to other defendants.

131. Floros can neither admit nor deny the allegations contained in Paragraph 131 of the Third Amended Complaint as they are directed to other defendants.



132. Floros can neither admit nor deny the allegations contained in Paragraph 132 of the Third Amended Complaint as they are directed to other defendants.

133. Floros can neither admit nor deny the allegations contained in Paragraph 133 of the Third Amended Complaint as they are directed to other defendants.

134. Floros can neither admit nor deny the allegations contained in Paragraph 134 of the Third Amended Complaint as they are directed to other defendants.

135. Floros can neither admit nor deny the allegations contained in Paragraph 135 of the Third Amended Complaint as they are directed to other defendants.

136. Floros can neither admit nor deny the allegations contained in Paragraph 136 of the Third Amended Complaint as they are directed to other defendants.

137. Floros can neither admit nor deny the allegations contained in Paragraph 137 of the Third Amended Complaint as they are directed to other defendants.

138. Floros can neither admit nor deny the statements and allegations contained in Paragraph 138, including subparts A-D, of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, a summary of purported classes in this action. Answering further, Floris denies any legal conclusions contained in this Paragraph.

139. Floros can neither admit nor deny the allegations contained in Paragraph 139 of the Third Amended Complaint as they are directed to other defendants. To the extent the allegations in this Paragraph contain legal conclusions, they are denied.

140. Floros can neither admit nor deny the allegations contained in Paragraph 140, including subparts A-C, of the Third Amended Complaint as they are directed to other defendants. To the extent the allegations in this Paragraph contain legal conclusions, they are denied.

141. Floros denies the allegations contained in Paragraph 141 of the Third Amended Complaint.

142. Floros denies the statements and allegations contained in Paragraph 142 of the Third Amended Complaint for want of information sufficient to form a belief as to their truth or falsity.

143. Floros denies the statements and allegations contained in Paragraph 143 of the Third Amended Complaint.

144. Floros denies the statements and allegations contained in Paragraph 144 of the Third Amended Complaint.

145. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

146. Floros denies any legal conclusions contained in Paragraph 146 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

147. Floros can neither admit nor deny the allegations contained in Paragraph 147 of the Third Amended Complaint as they are directed to other defendants.

148. Floros can neither admit nor deny the allegations contained in Paragraph 148 of the Third Amended Complaint as they are directed to other defendants.

149. Floros can neither admit nor deny the allegations contained in Paragraph 149 of the Third Amended Complaint as they are directed to other defendants.

150. Floros can neither admit nor deny the allegations contained in Paragraph 150 of the Third Amended Complaint as they are directed to other defendants.

151. Floros can neither admit nor deny the allegations contained in Paragraph 151 of the Third Amended Complaint as they are directed to other defendants.

152. Floros can neither admit nor deny the allegations contained in Paragraph 152 of the Third Amended Complaint as they are directed to other defendants.

153. Floros can neither admit nor deny the allegations contained in Paragraph 153 of the Third Amended Complaint as they are directed to other defendants.

154. Floros can neither admit nor deny the allegations contained in Paragraph 154 of the Third Amended Complaint as they are directed to other defendants.

155. Floros can neither admit nor deny the allegations contained in Paragraph 155 of the Third Amended Complaint as they are directed to other defendants.

156. Floros can neither admit nor deny the allegations contained in Paragraph 156 of the Third Amended Complaint as they are directed to other defendants.

157. Floros can neither admit nor deny the statements and allegations contained in Paragraph 157 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, attempt to interpret and summarize Ohio case law.

158. Floros can neither nor deny the allegations contained in paragraph 158 of the Third Amended Complaint as they are directed to other defendants.

159. Floros can neither nor deny the allegations contained in paragraph 159 of the Third Amended Complaint as they are directed to other defendants.

160. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

161. Floros denies any legal conclusions contained in this Paragraph and can neither admit nor deny any remaining allegations directed to other defendants.

162. Floros denies the allegations contained in Paragraph 162 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants.

163. Floros can neither admit nor deny the allegations contained in Paragraph 163 of the Third Amended Complaint as they are directed to other defendants.

164. Floros can neither admit nor deny the allegations contained in Paragraph 164 of the Third Amended Complaint as they are directed to other defendants.

165. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

166. Floros denies any legal conclusions contained in Paragraph 166 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

167. Floros can neither admit nor deny the allegations contained in Paragraph 167 of the Third Amended Complaint as they are directed to other defendants.

168. Floros can neither admit nor deny the allegations contained in Paragraph 168 of the Third Amended Complaint as they are directed to other defendants.

169. Floros can neither admit nor deny the allegations contained in Paragraph 169 of the Third Amended Complaint as they are directed to other defendants.

170. Floros can neither admit nor deny the allegations contained in Paragraph 170 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, attempt to interpret and summarize Ohio case law.

171. Floros can neither admit nor deny the allegations contained in Paragraph 171 of the Third Amended Complaint as they are directed to other defendants.

172. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

173. Floros denies any legal conclusions contained in Paragraph 173 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

174. Floros can neither admit nor deny the allegations contained in Paragraph 174 of the Third Amended Complaint as they are directed to other defendants.

175. Floros can neither admit nor deny the allegations contained in Paragraph 175 of the Third Amended Complaint as they are directed to other defendants.

176. Floros can neither admit nor deny the allegations contained in Paragraph 176 of the Third Amended Complaint as they are directed to other defendants. Further answering, Floros denies any legal conclusions contained in this Paragraph.

177. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer as if they were fully rewritten herein.

178. Floros denies any legal conclusions contained in Paragraph 178 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

179. Floros denies any legal conclusions contained in Paragraph 179 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

180. Floros denies the allegations contained in Paragraph 180 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR.

181. Floros denies the allegations contained in Paragraph 181 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can

neither admit nor deny allegations directed to other defendants. However, Floros denies any quid pro quo relationship with KNR.

182. Floros denies any legal conclusions contained in Paragraph 182 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

183. Floros denies the allegations contained in Paragraph 183 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants. To the extent the allegations contained in Paragraph 183 attempt to summarize or interpret Ohio case law, Floros denies any legal conclusions contained in this Paragraph.

184. Floros denies any legal conclusions contained in Paragraph 184 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

185. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

186. Floros denies the allegations contained in Paragraph 186 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants. Answering further, Floros denies any legal conclusions contained in this Paragraph.

187. Floros denies the allegations contained in Paragraph 187 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR.

188. Floros denies the allegations contained in Paragraph 188 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can

neither admit nor deny allegations directed to other defendants. However, Floros denies the existence of any quid pro quo relationship with KNR.

189. Floros denies the allegations contained in Paragraph 189 of the Third Amended Complaint for want of knowledge sufficient to form a belief as to their truth or falsity and can neither admit nor deny allegations directed to other defendants. Answering further, Floros denies any legal conclusions contained in this Paragraph.

190. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

191. Floros denies any legal conclusions contained in Paragraph 191 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

192. Floros can neither admit nor deny the allegations contained in Paragraph 192 of the Third Amended Complaint as they are directed to other defendants.

193. Floros can neither admit nor deny the allegations contained in Paragraph 193 of the Third Amended Complaint as they are directed to other defendants.

194. Floros can neither admit nor deny the allegations contained in Paragraph 194 of the Third Amended Complaint as they are directed to other defendants.

195. Floros can neither admit nor deny the allegations contained in Paragraph 195 of the Third Amended Complaint as they are directed to other defendants.

196. Floros can neither admit nor deny the allegations contained in Paragraph 196 of the Third Amended Complaint as they are directed to other defendants.

197. Floros can neither admit nor deny the allegations contained in Paragraph 197 of the Third Amended Complaint as they are directed to other defendants.

198. Floros can neither admit nor deny the allegations contained in Paragraph 198 of the Third Amended Complaint as they are directed to other defendants.

199. Floros can neither admit nor deny the allegations contained in Paragraph 199 of the Third Amended Complaint as they are directed to other defendants.

200. Floros can neither admit nor deny the allegations contained in Paragraph 200 of the Third Amended Complaint as they are directed to other defendants.

201. Floros can neither admit nor deny the allegations contained in Paragraph 201 of the Third Amended Complaint as they are directed to other defendants.

202. Floros can neither admit nor deny the statements and allegations contained in Paragraph 202 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, attempt to summarize and interpret Ohio case law.

203. Floros can neither admit nor deny the allegations contained in Paragraph 203 of the Third Amended Complaint as they are directed to other defendants.

204. Floros denies any legal conclusions contained in Paragraph 204 of the Third Amended Complaint and can neither admit nor deny allegations directed to other defendants.

205. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer as if they were fully rewritten herein.

206. Floros denies any legal conclusions contained in Paragraph 206 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

207. Floros denies any legal conclusions contained in Paragraph 207 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

208. Floros can neither admit nor deny the allegations contained in Paragraph 208 of the Third Amended Complaint as they are directed to other defendants.



209. Floros can neither admit nor deny the allegations contained in Paragraph 209 of the Third Amended Complaint as they are directed to other defendants.

210. Floros denies any legal conclusions contained in Paragraph 210 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

211. Floros can neither admit nor deny the statements and allegations contained in Paragraph 211 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, attempt to summarize and interpret Ohio case law.

212. Floros denies any legal conclusions contained in Paragraph 212 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

213. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

214. Floros denies any legal conclusions contained in Paragraph 214 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

215. Floros can neither admit nor deny the allegations contained in Paragraph 215 of the Third Amended Complaint as they are directed to other defendants.

216. Floros denies any legal conclusions contained in Paragraph 216 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

217. Floros denies any legal conclusions contained in Paragraph 217 of the Third Amended Complaint and can neither admit nor deny any allegations directed to other defendants.

218. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer, as if they were fully rewritten herein.

219. Floros denies any legal conclusions contained in Paragraph 219 of the Third Amended Complaint. Floros denies the remaining allegations in this Paragraph, specifically the existence of any narrative fee improperly deducted from settlement proceeds.

220. Floros denies the allegations contained in Paragraph 220 of the Third Amended Complaint. Floros denies that he owed fiduciary duties outside the scope of his clinical relationship with patients.

221. Floros denies the allegations contained in paragraph 221 of the Third Amended Complaint.

222. Floros can neither admit nor deny allegations directed to other parties or individuals. To the extent the allegations contained in this Paragraph are directed to Floros, they are denied. Specifically, Floros denies the existence of any quid pro quo relationship with KNR.

223. Floros denies any legal conclusions contained in Paragraph 223 of the Third Amended Complaint but can neither admit nor deny allegations directed to other defendants.

224. Floros can neither admit nor deny the statements and allegations contained in Paragraph 224 of the Third Amended Complaint as they do not seek an admission or denial of fact, but rather, seek to summarize and interpret Ohio case law.

225. Floros denies the allegations and conclusory legal conclusions contained in Paragraph 225 of the Third Amended Complaint.

226. Floros herein reincorporates and restates all of the denials, averments and defenses in the preceding paragraphs of this Answer as if they were fully rewritten herein.

227. Floros denies any legal conclusions contained in Paragraph 227 of the Third Amended Complaint. As to the remaining allegations against Floros, each and every allegation is denied.

228. Floros denies the allegations contained in Paragraph 228 of the Third Amended Complaint. Specifically, Floros denies the existence of any quid pro quo relationship between Floros and KNR. Answering further, Floros denies any legal conclusions contained in this Paragraph.

229. To the extent the allegations contained in Paragraph 229 of the Third Amended Complaint are directed to Floros, they are denied. Further, Floros denies any legal conclusions contained in this Paragraph.

230. Floros denies the allegations contained in Paragraph 230 of the Third Amended Complaint. Further, Floros denies any legal conclusions contained in this Paragraph.

231. Floros denies Plaintiffs' entitlement to any of the requested relief in its "Prayer for Relief," including subparts 1-5.

#### **AFFIRMATIVE AND OTHER DEFENSES**

1. Plaintiffs' Third Amended Complaint fails to state a claim upon which relief can be granted.

2. Plaintiffs have failed to satisfy all or part of the requirements of Civ. R. 23, governing class actions.

3. Plaintiffs failed to plead any set of facts sufficient to sustain their burden of proving that they are representative of any alleged class.

4. To the extent Plaintiffs have suffered any legally cognizable damages (which is denied), the damages were caused solely by Plaintiffs' own conduct or the conduct of others not within Floros' control.

5. To the extent Plaintiffs have suffered any legally cognizable damages (which is denied), they failed to mitigate those damages.

6. One or all of the claims made in Plaintiffs' Third Amended Complaint are barred by the doctrine of unclean hands, waiver, estoppel, laches and/or other equitable defenses.

7. Plaintiffs have failed to join all necessary and/or indispensable parties required for a just adjudication of this case.

8. Plaintiffs lack standing to bring and maintain their claims on behalf of the putative classes and standing to pursue, among other claims, their declaratory and injunctive relief.

9. Plaintiffs' have failed to satisfy conditions precedent, including, without limitation, privity of contract, under the applicable agreements.

10. Plaintiffs' Third Amended Complaint rests on baseless factual and legal allegations known by Plaintiffs to be false and/or misleading. Plaintiffs' institution and prosecution of this case under these circumstances constitutes frivolous conduct, in violation of Ohio Revised Code § 2323.51.

11. Floros did not act in any manner or state of mind which justifies the imposition of punitive damages. Imposing punitive damages against Floros under the circumstances at issue here would violate the Constitution, statutes, and law of Ohio, and the Eighth Amendment excessive fines clause, the due process provisions and the equal protection provisions of the United States Constitution.

12. Plaintiffs' claims are barred, in whole or in part, by the doctrine of accord and satisfaction and novation.

13. To the extent Plaintiffs have suffered any legally cognizable damages (which is denied), Floros is entitled to a set off for the amount his fees were discounted as a courtesy to any Plaintiff.

14. Floros reserves the right to supplement his Affirmative Defenses as more information becomes available through discovery.

### **JURY DEMAND**

A trial by jury is hereby demanded composed of the maximum number of jurors allowable by law.

Respectfully submitted,

BUCKINGHAM, DOOLITTLE & BURROUGHS, LLC

By: /s/ Meleah M. Kinlow

John F. Hill (#0039675)

Meleah M. Kinlow (#0096077)

3800 Embassy Parkway, Suite 300

Akron, OH 44333-8332

Telephone: (330) 376-5300

Facsimile: (330) 258-6559

[jhill@bdblawn.com](mailto:jhill@bdblawn.com)

[mkinlow@bdblawn.com](mailto:mkinlow@bdblawn.com)

*Counsel for Defendant Minas Floros, D.C.*

**CERTIFICATE OF SERVICE**

Pursuant to Civil Rule 5(B)(2)(f), a copy of the foregoing *Defendant Minas Floros D.C.'s Answer to Plaintiff's Third Amended Complaint* was sent by electronic mail, this 27<sup>th</sup> day of November, 2017, to:

Peter Pattakos  
Daniel Frech  
The Pattakos Law Firm, LLC  
101 Ghent Road  
Fairlawn, Ohio 44333  
[peter@pattakoslaw.com](mailto:peter@pattakoslaw.com)  
[dfrech@pattakoslaw.com](mailto:dfrech@pattakoslaw.com)

Thomas A. Skidmore, Esq.  
Thomas A. Skidmore Co., L.P.A.  
One Cascade Plaza, 12<sup>th</sup> Floor  
PNC Center Building  
Akron, OH 44308  
[thomasskidmore@rrbiznet.com](mailto:thomasskidmore@rrbiznet.com)

Joshua R. Cohen  
Cohen Rosenthal & Kramer LLP  
The Hoyt Block Building, Suite 400  
700 West St. Clair Avenue  
Cleveland, Ohio 44114  
[jcohen@crklaw.com](mailto:jcohen@crklaw.com)

R. Eric Kennedy  
Daniel P. Goetz  
Weisman Kennedy & Berris Co LPA  
101 W. Prospect Avenue  
1600 Midland Building  
Cleveland, OH 44115  
[ekennedy@weismanlaw.com](mailto:ekennedy@weismanlaw.com)  
[dgoetz@weismanlaw.com](mailto:dgoetz@weismanlaw.com)

James M. Popson  
Brian E. Roof  
Sutter O'Connell  
1301 East 9<sup>th</sup> Street  
3600 Erieview Tower  
Cleveland, OH 44114  
[jpopson@sutter-law.com](mailto:jpopson@sutter-law.com)  
[broof@sutter-law.com](mailto:broof@sutter-law.com)

/s/ Meleah M. Kinlow

JOHN F. HILL (#0039675)

MELEAH M. KINLOW (0096077)

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