IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,	)	CASE NO. CV-2016-09-3928
	)	
Plaintiffs,	)	JUDGE JAMES BROGAN
	)	
vs.	)	**SEPARATE ANSWER OF KISLING, NESTICO & REDICK TO FIFTH AMENDED CLASS ACTION COMPLAINT**
	)	
KISLING, NESTICO & REDICK, LLC, et al.,	)	
	)	
Defendants.	)	**JURY DEMAND ENDORSED HEREIN**
	)	
	)	

For its Answer to Plaintiffs' Fifth Amended Class Action Complaint ("Complaint"), Defendant Kisling, Nestico & Redick, LLC (hereinafter "Defendant" or "KNR") states that Plaintiffs have no good faith basis to bring this lawsuit against Defendants. In addition, Defendants have complied with all ethical, legal, and professional obligations in representing their clients. All allegations of improper dealing and self-dealing are patently false. KNR further states and avers as follows:

I. NATURE OF THE ACTION

1. This Defendant denies the allegations in paragraph 1 of Plaintiffs' Complaint, except to admit only that KNR is a Northeast Ohio based personal injury law firm, Rob Nestico has been a member of KNR since December of 2005 to the present, and Robert Redick was a member of KNR from December of 2005 to December of 2012.

2. This Defendant denies the allegations in paragraph 2 of Plaintiffs' Complaint.

3. This Defendant denies the allegations in paragraph 3 of Plaintiffs' Complaint.

4. This Defendant denies the allegations in paragraph 4 of Plaintiffs' Complaint.

5. This Defendant denies the allegations in paragraph 5 of Plaintiffs' Complaint.

6. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations related to the "M.O" of Dr. Ghoubrial, the distribution of injections or medication to patients of Dr. Ghoubrial, the costs associated with said injections or medication

charged by Dr. Ghoubrial or "other doctors who would have provided similar services", or the existence of disclosures made by Dr. Ghoubrial to his patients, and further denies all remaining allegations in paragraph 6 of Plaintiffs' Complaint.

7. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations related to the existence of disclosures made by Dr. Ghoubrial to his patients, distribution of medical devices to said patients, the effectiveness of said medical devices, or any profit realized from the distribution of said devices, and further denies all remaining allegations in paragraph 7 of Plaintiffs' Complaint.

8. This Defendant denies the allegations in paragraph 8 of Plaintiffs' Complaint.

9. This Defendant denies the allegations in paragraph 9 of Plaintiffs' Complaint.

10. This Defendant admits that Plaintiffs have alleged a purported class action under Ohio Civil Rule 23 alleging claims under Ohio law for fraud, breach of fiduciary duty, breach of contract, and unjust enrichment, but this Defendant denies the validity of any of Plaintiffs' claims and further denies each and every other allegation contained in paragraph 10 of Plaintiffs' Complaint. In addition, this Defendant denies that this case is properly a class action and that Plaintiffs have properly pled a class action.

11. This Defendant denies the allegations in paragraph 11 of Plaintiffs' Complaint.

12. This Defendant denies the allegations in paragraph 12 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

II. PARTIES

13. This Defendant denies the allegations in paragraph 14 of Plaintiffs' Complaint, except to admit only that: (a) KNR is an Ohio law firm focusing on personal-injury cases, mainly representing car-accident victims; (b) KNR has offices in Independence, Beachwood, Westlake, Cincinnati, Columbus, Dayton, Toledo, Akron, and Youngstown; (c) KNR engages in marketing and advertising; and (d) any of KNR's marketing or advertising speaks for itself. Responding

further, this Defendant denies all allegations that are inconsistent with or contrary to KNR's marketing or advertising.

14. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Defendant Floros is an owner and manager of Akron Square Chiropractic and denies all remaining allegations in paragraph 14 of Plaintiffs' Complaint.

15. This Defendant denies the allegations in paragraph 15 of Plaintiffs' Complaint, except to admit only that: (a) Dr. Ghoubrial is a medical doctor upon information and belief; and (b) KNR has referred clients to Dr. Ghoubrial for medical services and treatment from time to time.

16. This Defendant denies the allegations in paragraph 16 of Plaintiffs' Complaint, except to admit only that: (a) Ms. Williams was a client of KNR from on or around September of 2013 until August of 2015 regarding a car accident; (b) she voluntarily signed a contingency-fee agreement with KNR; (c) KNR obtained a settlement on her behalf; and (d) Plaintiff voluntarily signed the Settlement Memorandum (as required by Ohio law) after being fully advised of the information contained therein.

17. This Defendant denies the allegations in paragraph 17 of Plaintiffs' Complaint, except to admit that Ms. Reid was involved in a car accident.

18. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Dr. Ghoubrial recommended and sold a TENS Unit to Ms. Norris and denies all remaining allegations in paragraph 18 of Plaintiffs' Complaint, except to admit only that Ms. Norris was a client of KNR and voluntarily agreed to take a loan from Liberty Capital Funding LLC.

19. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Dr. Ghoubrial administered and overcharged Mr. Harbour for injections or overcharged Mr. Harbour for TENS Units and denies all remaining allegations in paragraph 18 of Plaintiffs' Complaint, except to admit only that Mr. Harbour was a client of KNR.

20. This Defendant denies the allegations in paragraph 20a of Plaintiffs' Complaint, except to admit only that Alberto R. Nestico and Robert Redick are Ohio residents.

III. JURISDICTION AND VENUE

21. This Defendant states that paragraph 21 of Plaintiffs' Complaint states a legal conclusion for which no response is necessary. To the extent an answer is required, this Defendant denies the allegations in paragraph 21 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

22. This Defendant denies the allegations contained in paragraph 22 of Plaintiffs' Complaint, except to admit only that KNR has its principal place of business in Summit County and that venue is proper in Summit County.

IV. FACTUAL ALLEGATIONS

A. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.

23. This Defendant admits Ms. Reid was involved in a car accident on April 20, 2016.

24. This Defendant denies the allegations in paragraph 24 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Paragraph 24 of Plaintiffs' Complaint additionally and improperly references Ms. Wright, who is no longer a named plaintiff in this case.

25. This Defendant denies the allegations in paragraph 25 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

26. This Defendant denies that there was a quid pro quo relationship between KNR and ASC. This Defendant further denies the remaining allegations in paragraph 26 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

27. This Defendant denies the allegations in paragraph 27 of Plaintiffs' Complaint. This

Defendant further denies that there was a quid pro quo relationship between KNR and ASC and other healthcare providers.

28. This Defendant denies the allegations in paragraph 28 of Plaintiffs' Complaint.

29. This Defendant denies the allegations in paragraph 29 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's June 3, 2014 correspondence and Ms. Tusko's January 14, 2014 correspondence speak for themselves. This Defendant denies all allegations in paragraph 29 that are inconsistent with or contrary to the express language in Ms. Gobrogge's June 3, 2014 correspondence and Ms. Tusko's January 14, 2014 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

30. This Defendant denies the allegations in paragraph 30 of Plaintiffs' Complaint, except to state that the Prof.Cond.R. 1.7 and 7.3 and Formal Opinion 2004-9 speak for themselves and denies all allegations that are inconsistent with or contrary to these documents.

31. This Defendant denies the allegations in paragraph 31 of Plaintiffs' Complaint.

B. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.

32. This Defendant denies the allegations in paragraph 32 of Plaintiffs' Complaint as phrased.

33. This Defendant denies the allegations in paragraph 33 of Plaintiffs' Complaint, except to admit that KNR uses "chiro boards" for referring clients to chiropractors depending on, among other things, geography, the client's medical needs, services provided by the chiropractor, the client's wishes, and other issues.

34. This Defendant denies the allegations in paragraph 34 of Plaintiffs' Complaint.

35. This Defendant denies the allegations in paragraph 35 of Plaintiffs' Complaint, except to state only that Mr. Nestico's November 15, 2012 email speaks for itself. This Defendant denies

all allegations in paragraph 35 that are inconsistent with or contrary to the express language in Mr. Nestico's November 15, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

36. This Defendant denies the allegations in paragraph 36 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's August 21, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 36 that are inconsistent with or contrary to the express language in Ms. Gobrogge's August 21, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

37. This Defendant denies the allegations in paragraph 37 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 29, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 37 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 29, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

38. This Defendant denies the allegations in paragraph 38 of Plaintiffs' Complaint, except to state only that Mses. Warner and Gobrogge's January 27, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 38 that are inconsistent with or contrary to the express language in Mses. Warner and Gobrogge's January 27, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

39. This Defendant denies the allegations in paragraph 39 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's June 9, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 39 that are inconsistent with or contrary to the express language in Ms. Gobrogge's June 9, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

40. This Defendant denies the allegations in paragraph 40 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's October 17, 2012 correspondence speaks for itself. This

Defendant denies all allegations in paragraph 40 that are inconsistent with or contrary to the express language in Ms. Gobrogge's October 17, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

41. This Defendant denies the allegations in paragraph 41 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 22, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 41 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 22, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

42. This Defendant denies the allegations in paragraph 42 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 17, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 42 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 17, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

43. This Defendant denies the allegations in paragraph 43 of Plaintiffs' Complaint, except to state only that Ms. Tusko's June 4, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 43 that are inconsistent with or contrary to the express language in Ms. Tusko's June 4, 2013 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

44. This Defendant denies the allegations in paragraph 44 of Plaintiffs' Complaint.

45. This Defendant denies the allegations in paragraph 45 of Plaintiffs' Complaint. This Defendant further states that KNR's promotional materials speak for themselves and denies all allegations that are inconsistent or contrary to the express language in KNR's promotional materials. Responding further, the emails have been removed from the chain of emails and are taken out of context.

46. This Defendant denies the allegations in paragraph 46 of Plaintiffs' Complaint.

47. This Defendant denies the allegations in paragraph 47 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's July 17, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 47 that are inconsistent with or contrary to the express language in Ms. Gobrogge's July 17, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

48. This Defendant denies the allegations in paragraph 48 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's June 19, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 48 that are inconsistent with or contrary to the express language in Ms. Gobrogge's June 19, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

49. This Defendant denies the allegations in paragraph 49 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's December 16, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 49 that are inconsistent with or contrary to the express language in Ms. Gobrogge's December 16, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

50. This Defendant denies the allegations in paragraph 50 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's September 14, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 50 that are inconsistent with or contrary to the express language in Ms. Gobrogge's September 14, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

51. This Defendant denies the allegations in paragraph 51 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's November 6, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 51 that are inconsistent with or contrary to the express language in Ms. Gobrogge's November 6, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

52. This Defendant denies the allegations in paragraph 52 of Plaintiffs' Complaint.

C. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.

53. This Defendant denies the allegations in paragraph 53 of Plaintiffs' Complaint.

54. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between Ms. Norris and Defendant Floros and denies all remaining allegations in paragraph 54 of Plaintiffs' Complaint, except to admit only that Ms. Norris was a client of KNR regarding a car accident in July of 2013 and undertook treatment with Defendant Floros for her injuries.

55. This Defendant denies the allegations in paragraph 55 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's March 26, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 55 that are inconsistent with or contrary to the express language in Ms. Gobrogge's March 26, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

56. This Defendant denies the allegations in paragraph 56 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 1, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 56 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 1, 2013 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

57. This Defendant denies the allegations in paragraph 57 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's March 12, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 57 that are inconsistent with or contrary to the express language in Ms. Gobrogge's March 12, 2013 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

58. This Defendant denies the allegations in paragraph 58 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's September 16, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 58 that are inconsistent with or contrary to the express language in Ms. Gobrogge's September 16, 2013 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

D. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.

59. This Defendant denies the allegations in paragraph 59 of Plaintiffs' Complaint.

60. This Defendant denies the allegations in paragraph 60 of Plaintiffs' Complaint, except to admit only that Exhibit B, KNR's contingency-fee agreement, speaks for itself and denies all allegations that are inconsistent with or contrary to the express terms of the contingency-fee agreement. Responding further, this Defendant states that the contingency-fee agreement complies with Ohio law.

61. This Defendant denies the allegations contained in paragraph 61 of Plaintiffs' Complaint.

62. This Defendant denies the allegations contained in paragraph 62 of Plaintiffs' Complaint.

63. This Defendant denies the allegations contained in paragraph 62 of Plaintiffs' Complaint. Responding further, the emails have been removed from the chain of emails and are taken out of context.

E. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.E.

64. This Defendant denies the allegations contained in paragraph 64 of Plaintiffs' Complaint.

65. This Defendant denies the allegations contained in paragraph 65 of Plaintiffs' Complaint.

66. This Defendant denies the allegations contained in paragraph 66 of Plaintiffs' Complaint.

67. This Defendant denies the allegations in paragraph 67 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's October 2, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 67 that are inconsistent with or contrary to the express language in Ms. Gobrogge's October 2, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

68. This Defendant denies the allegations contained in paragraph 68 of Plaintiffs' Complaint.

69. This Defendant denies the allegations contained in paragraph 69 of Plaintiffs' Complaint.

70. This Defendant denies the allegations in paragraph 70 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's April 2, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 70 that are inconsistent with or contrary to the express language in Ms. Gobrogge's April 2, 2014 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

71. This Defendant denies its attorneys are "rank-and-file" attorneys and further denies all other allegations contained in paragraph 71 of Plaintiffs' Complaint.

72. This Defendant denies the allegations contained in paragraph 72 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

73. This Defendant denies the allegations in paragraph 73 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

74. This Defendant denies the allegations in paragraph 74 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

75. This Defendant denies the allegations in paragraph 75 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

76. This Defendant denies the allegations in paragraph 76 of Plaintiffs' Complaint, except to state only that Mr. Petti's November 28, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 76 that are inconsistent with or contrary to the express language in Mr.

Petti's November 28, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

77. This Defendant denies the allegations in paragraph 77 of Plaintiffs' Complaint, except to admit that KNR terminated Mr. Petti for legitimate business reasons.

78. This Defendant denies the allegations in paragraph 78, except to admit that: (a) KNR deducted a $150 narrative fee from Plaintiff Thera Reid's settlement and properly paid it to Dr. Floros to compensate him for writing a narrative report; and (b) KNR deducted a $200 narrative fee from Plaintiff Monique Norris' settlement and properly paid it to Dr. Floros to compensate him for writing a narrative report.

79. This Defendant denies that there was a quid pro quo relationship between KNR and ASC. This Defendant further denies the allegations in paragraph 79 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

80. This Defendant denies that there was a quid pro quo relationship between KNR and ASC and other healthcare providers. This Defendant denies the allegations in paragraph 80 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

81. This Defendant denies the allegations contained in paragraph 81 of Plaintiffs' Complaint, except to admit that: (a) Plaintiff Reid's Settlement Memorandum (to which she agreed and voluntarily signed) speaks for itself; and (b) Plaintiff Norris' Settlement Memorandum (to which she agreed and voluntarily signed) speaks for itself. This Defendant further denies all allegations in paragraph 81 of Plaintiffs' Complaint to the extent that they are inconsistent with and contrary to the Settlement Memorandum.

F. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.F.

82. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between Ms. Norris and Dr. Floros and denies all remaining allegations in paragraph 82 of Plaintiffs' Complaint.

83. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 83 of Plaintiffs' Complaint, except to state only that Ms. Andrew's deposition testimony speaks for itself.

84. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between "[f]ormer KNR attorneys" and Plaintiffs and the travel propensities of Dr. Ghoubrial and denies all remaining allegations in paragraph 84 of Plaintiffs' Complaint.

85. This Defendant denies the allegations in paragraph 85 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

86. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the "efficacy" of "'trigger point injections'"; Dr. Ghoubrial's "goal in treating KNR clients," or communications between Dr. Ghoubrial and his patients, "other practitioners," or employees, and denies all remaining allegations in paragraph 86 of Plaintiffs' Complaint.

87. This Defendant denies the allegations in paragraph 87 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof and specifically denies the malicious, inflammatory, and offensive commentary within footnote 5 of paragraph 87 of Plaintiffs' Complaint.

88. This Defendant denies the allegations in paragraph 88 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

89. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of Dr. Ghoubrial's practice of administering injections to patients, his charges for such practice, or the knowledge of such practice by "other personal injury lawyers statewide,"

and denies all remaining allegations in paragraph 89 of Plaintiffs' Complaint.

90. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the "view[s]" or "aware[ness]" of "insurance companies," and denies all remaining allegations in paragraph 86 of Plaintiffs' Complaint.

91. This Defendant denies the allegations in paragraph 91 of Plaintiffs' Complaint.

92. This Defendant denies the allegations in paragraph 92 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

93. This Defendant denies the allegations in paragraph 93 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

94. This Defendant denies the allegations in paragraph 94 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

95. This Defendant denies the allegations in paragraph 95 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

96. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 96 of Plaintiffs' Complaint, except to admit only that Ms. Wright was a client of KNR.

97. This Defendant denies the allegations in paragraph 97 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

98. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 98 of Plaintiffs' Complaint, except to admit only that Plaintiff Norris' Settlement Memorandum (to which she agreed and voluntarily signed) speaks for itself.

99. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 99 of Plaintiffs' Complaint, except to admit only that the Andrews proceedings speak for themselves.

100. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 100 of Plaintiffs' Complaint, except to admit only that documents filed in the Andrews case speak for themselves.

101. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 93 of Plaintiffs' Complaint, except to admit only that Dr. Ghoubrial's deposition in the Andrews case speaks for itself, and the docket of this case speaks for itself.

102. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 102 of Plaintiffs' Complaint, except to admit only that Ms. Norris was a client of KNR.

103. This Defendant denies the allegations in paragraph 103 of Plaintiffs' Complaint, except to admit only that: (1) Mr. Harbour was a client of KNR from on or around 2011 until February 2017 regarding four separate car accidents; and (2) Mr. Harbour treated with Dr. Ghoubrial for his injuries.

104. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 102 of Plaintiffs' Complaint, except to admit only that Mr. Harbour treated with Dr. Ghoubrial for his injuries.

105. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 105 of Plaintiffs' Complaint.

106. This Defendant denies the allegations in paragraph 106 of Plaintiffs' Complaint.

107. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 107 of Plaintiffs' Complaint.

108. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 108 of Plaintiffs' Complaint, except to admit only that Mr. Harbour treated with Dr. Ghoubrial for his injuries.

109. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 109 of Plaintiffs' Complaint.

110. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 110 of Plaintiffs' Complaint.

111. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations in paragraph 111 of Plaintiffs' Complaint.

112. This Defendant denies the allegations in paragraph 112 of Plaintiffs' Complaint, except to admit only that Plaintiff Harbour's Settlement Memorandum (to which he agreed to and voluntarily signed) speaks for itself.

113. This Defendant denies the allegations in paragraph 113 of Plaintiffs' Complaint.

G. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.G.

114. This Defendant denies the allegations in paragraph 114, except to admit only that it enters into contingency-fee agreements with its clients that comply with Ohio law, but said agreements are protected by the attorney-client privilege and work product doctrine. Responding further, this Defendant states that Plaintiffs' contingency-fee agreements speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' contingency-fee agreements.

115. This Defendant denies the allegations in paragraph 115, except to state only that all contingency-fee agreements with clients other than Plaintiffs, who have waived any privilege, are protected by the attorney client privilege and work product doctrine. Responding further, this Defendant states that the contingency-fee agreements comply with Ohio law.

116. This Defendant denies the allegations in paragraph 116 of Plaintiffs' Complaint, except to admit only that KNR has entered into contingency-fee agreements with its clients, but said

agreements are protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the contingency-fee agreements between Plaintiffs and KNR speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' contingency-fee agreements. Responding further, this Defendant states that the contingency-fee agreements comply with Ohio law.

117. This Defendant admits the allegations in paragraph 117 of Plaintiffs' Complaint, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum. Responding further, this Defendant states that the Settlement Memorandum comply with Ohio law.

118. This Defendant denies the allegations in paragraph 118 of Plaintiffs' Complaint, except to admit only that it enters into Settlement Memorandum with its clients, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum. Responding further, this Defendant states that the Settlement Memorandum comply with Ohio law.

119. This Defendant denies the allegations in paragraph 119 of Plaintiffs' Complaint, except to admit only that it enters into Settlement Memorandum with its clients, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum. Responding further, this Defendant states that the Settlement Memorandum comply with Ohio law.

120. This Defendant denies the allegations in paragraph 120 of Plaintiffs' Complaint, except to admit only that it enters into Settlement Memorandum with its clients, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum. Responding further, this Defendant states that the Settlement Memorandum comply with Ohio law.

121. This Defendant denies the allegations contained in paragraph 121 of Plaintiffs' Complaint.

122. This Defendant denies the allegations contained in paragraph 122 of Plaintiffs' Complaint, except to admit only that KNR's promotional materials speak for themselves and denies all allegations that are inconsistent with or contrary to the promotional materials.

123. This Defendant denies the allegations contained in paragraph 123 of Plaintiffs' Complaint.

124. This Defendant denies the allegations in paragraph 124 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's July 31, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 124 that are inconsistent with or contrary to the express language in Ms. Gobrogge's July 31, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

125. This Defendant denies the allegations contained in paragraph 125 of Plaintiffs' Complaint, except to admit that KNR has retained AMC Investigations, Inc. as an independent contractor.

126. This Defendant denies the allegations contained in paragraph 126 of Plaintiffs' Complaint, except to admit that KNR has retained MRS Investigations, Inc. as an independent contractor.

127. This Defendant denies the allegations in paragraph 127 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. This Defendant further admits that some of its investigators are retired police officers who have investigated auto accidents.

128. This Defendant denies the allegations in paragraph 128 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

129. This Defendant denies the allegations in paragraph 129 of Plaintiffs' Complaint. Responding further, this Defendant refers Plaintiffs to Defendants' responses to Plaintiff's discovery requests.

130. This Defendant denies the allegations in paragraph 130 of Plaintiffs' Complaint.

131. This Defendant denies the allegations in paragraph 131 of Plaintiffs' Complaint, except to admit only that KNR has removed the investigation fee for certain clients.

132. This Defendant denies the allegations contained in paragraph 132 of Plaintiffs' Complaint.

133. The allegations in paragraph 133 set forth legal conclusions for which no response is required. To the extent a response is required, this Defendant denies the allegations contained in paragraph 133 of Plaintiffs' Complaint. Responding further, the Supreme Court's decision in *Columbus Bar Assn. v. Brooks*, 87 Ohio St. 3d 344, 346, 721 N.E.2d 23 (1999), Ohio Code of Professional Responsibility, DR 2-106(A), and Prof.Cond.R. 1.5 speak for themselves, and this Defendant denies all allegations that are inconsistent with or contrary to these documents.

134. The allegations in paragraph 134 set forth legal conclusions for which no response is required. To the extent a response is required, this Defendant denies the allegations in paragraph 134 of Plaintiffs' Complaint. Responding further, the Supreme Court's decision in *Columbus Bar Assn. v. Brooks*, 87 Ohio St. 3d 344, 346, 721 N.E.2d 23 (1999) and Formal Opinion 93-379 speak for themselves, and this Defendant denies all allegations that are

inconsistent with or contrary to these documents.

135. This Defendant denies the allegations in paragraph 135 of Plaintiffs' Complaint.

136. This Defendant denies the allegations in paragraph 136 of Plaintiffs' Complaint, except to state only that Ms. Williams' Settlement Memorandum (to which she agreed and voluntarily signed) speaks for itself and deny all allegations that are inconsistent with or contrary to Ms. Williams' Settlement Memorandum.

137. This Defendant denies the allegations in paragraph 137 of Plaintiffs' Complaint, except to state only that Ms. Norris' Settlement Memorandum (to which she agreed and voluntarily signed) speaks for itself and deny all allegations that are inconsistent with or contrary to Ms. Norris' Settlement Memorandum.

138. This Defendant denies the allegations in paragraph 138 of Plaintiffs' Complaint, except to state only that Mr. Harbour's Settlement Memorandum (to which he agreed and voluntarily signed) speaks for itself and deny all allegations that are inconsistent with or contrary to Mr. Harbour's Settlement Memorandum

G. [sic] Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.G [sic], which should be sequentially identified as section IV.H.

139. This Defendant denies the allegations in paragraph 139 of Plaintiffs' Complaint.

140. This Defendant denies the allegations in paragraph 140 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 6, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 140 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 6, 2013 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

141. This Defendant denies the allegations in paragraph 141 of Plaintiffs' Complaint, except to state only that Mr. Redick's December 7, 2012 email speaks for itself. This Defendant denies

all allegations in paragraph 141 that are inconsistent with or contrary to the express language in Mr. Redick's December 7, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

142. This Defendant denies the allegations in paragraph 142 of Plaintiffs' Complaint, except to state only that Mr. Redick's December 7, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 142 that are inconsistent with or contrary to the express language in Mr. Redick's December 7, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

143. This Defendant denies the allegations in paragraph 143 of Plaintiffs' Complaint, except to state only that the daily intake email for October 14. 2014 speaks for itself. This Defendant denies all allegations in paragraph 143 that are inconsistent with or contrary to the express language in the daily intake email for May 30, 2014. Responding further, the emails have been removed from the chain of emails and are taken out of context.

144. This Defendant denies the allegations in paragraph 144 of Plaintiffs' Complaint, except to state only that the daily intake email for May 30, 2014 speaks for itself. This Defendant denies all allegations in paragraph 144 that are inconsistent with or contrary to the express language in the daily intake email for May 30, 2014. Responding further, the emails have been removed from the chain of emails and are taken out of context.

145. This Defendant denies the allegations in paragraph 145 of Plaintiffs' Complaint, except to state only that Ms. Angelilli's June 19, 2013 email and Ms. Lewis' March 8, 2013 email speak for themselves. This Defendant denies all allegations in paragraph 145 that are inconsistent with or contrary to the express language in Ms. Angelilli's June 19, 2013 email and Ms. Lewis' March 8, 2013 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

146. This Defendant denies the allegations in paragraph 146 of Plaintiffs' Complaint.

147. This Defendant denies the allegations in paragraph 147 of Plaintiffs' Complaint, except to state only that Mr. Zerrusen's February 24, 2012 correspondence speaks for itself. This Defendant denies all allegations in paragraph 147 that are inconsistent with or contrary to the express language in Mr. Zerrusen's February 24, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

148. This Defendant denies the allegations in paragraph 148 of Plaintiffs' Complaint, except to state only that Ms. Lewis' December 23, 2013 correspondence speaks for itself. This Defendant denies all allegations in paragraph 128 that are inconsistent with or contrary to the express language in Ms. Lewis' December 23, 2013 correspondence.

149. This Defendant denies the allegations in paragraph 149 of Plaintiffs' Complaint, except to state only that Mr. Angelotta's August 27, 2014 correspondence speaks for itself. This Defendant denies all allegations in paragraph 149 that are inconsistent with or contrary to the express language in Mr. Angelotta's August 27, 2014 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

150. This Defendant denies the allegations in paragraph 150 of Plaintiffs' Complaint.

H. [sic] Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.H [sic], which should be sequentially identified as section IV.I.

151. The allegations in paragraph 151 set forth legal conclusions for which no response is required. To the extent a response is required, this Defendant denies the allegations in paragraph 151 of Plaintiffs' Complaint. Responding further, a lawyer's professional obligations and Formal Opinion 94-11 speak for themselves, and this Defendant denies all allegations that are inconsistent with or contrary to a lawyer's professional obligations and Formal Opinion 94-11.

152. This Defendant denies the allegations in paragraph 152 of Plaintiffs' Complaint.

153. This Defendant denies the allegations in paragraph 153 of Plaintiffs' Complaint, except to state only that Mr. Nestico's May 2, 2012 correspondence speaks for itself. This Defendant denies all allegations in paragraph 153 that are inconsistent with or contrary to the express language in Mr. Nestico's May 2, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

154. This Defendant denies the allegations in paragraph 154 of Plaintiffs' Complaint, except to state only that Mr. Nestico's May 10, 2012 correspondence speaks for itself. This Defendant denies all allegations in paragraph 154 that are inconsistent with or contrary to the express language in Mr. Nestico's May 10, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

155. This Defendant denies the allegations in paragraph 155 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 14, 2012 correspondence speaks for itself. This Defendant denies all allegations in paragraph 155 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 14, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

156. This Defendant denies the allegations contained in paragraph 156 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

157. This Defendant denies the allegations in paragraph 157 of Plaintiffs' Complaint, except to state only that Mr. Steele's May 21, 2012 correspondence speaks for itself. This Defendant denies all allegations in paragraph 157 that are inconsistent with or contrary to the express language in Mr. Steele's May 21, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

158. This Defendant denies the allegations in paragraph 158 of Plaintiffs' Complaint, except to state only that Ms. Rucker's November 27, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 158 that are inconsistent with or contrary to the express

language in Ms. Rucker's November 27, 2012 correspondence. Responding further, the emails have been removed from the chain of emails and are taken out of context.

159. This Defendant denies the allegations in paragraph 159 of Plaintiffs' Complaint, except to state only that Mr. Nestico's November 30, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 159 that are inconsistent with or contrary to the express language in Mr. Nestico's November 30, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

160. This Defendant denies the allegations in paragraph 160 of Plaintiffs' Complaint.

161. This Defendant denies the allegations in paragraph 141 of Plaintiffs' Complaint, except to admit only that KNR deducted an $800 fee from Plaintiff Monique Norris' settlement and properly paid it to Liberty Capital Funding LLC as repayment for a $500 loan voluntarily taken from Liberty Capital Funding LLC by Ms. Norris, and Plaintiff Norris' Settlement Memorandum (to which she agreed to and voluntarily signed) speaks for itself.

162. This Defendant denies the allegations in paragraph 162 of Plaintiffs' Complaint, except to admit only that the loans are almost always repaid when there is a recovery in the matter and are also renegotiated if recovery is not sufficient to cover the repayment.

163. This Defendant denies the allegations in paragraph 163 of Plaintiffs' Complaint.

164. This Defendant denies the allegations in paragraph 164 of Plaintiffs' Complaint. Responding further, KNR's marketing or advertising speaks for itself, and this Defendant denies all allegations that are inconsistent with or contrary to KNR's marketing or advertising.

165. This Defendant denies the allegations in paragraph 165 of Plaintiffs' Complaint.

166. This Defendant denies the allegations in paragraph 166 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

167. This Defendant denies the allegations in paragraph 167 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

168. This Defendant denies the allegations in paragraph 168 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

169. This Defendant denies the allegations in paragraph 169 of Plaintiffs' Complaint, except to state only that Mr. Nestico's October 30, 2012 email speaks for itself. This Defendant denies all allegations in paragraph 169 that are inconsistent with or contrary to the express language in Mr. Nestico's October 30, 2012 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

170. This Defendant denies the allegations in paragraph 170 of Plaintiffs' Complaint.

171. This Defendant denies the allegations in paragraph 171 of Plaintiffs' Complaint.

172. This Defendant denies the allegations in paragraph 172 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's February 3, 2015 email speaks for itself. This Defendant denies all allegations in paragraph 172 that are inconsistent with or contrary to the express language in Ms. Lamtman's February 3, 2015 email. Responding further, the emails have been removed from the chain of emails and are taken out of context.

173. This Defendant denies the allegations in paragraph 173 of Plaintiffs' Complaint.

174. This Defendant denies the allegations in paragraph 174 of Plaintiffs' Complaint.

H. [sic] Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.H [sic], which should be sequentially identified as section IV.J.

175. This Defendant denies the allegations in paragraph 175 of Plaintiffs' Complaint.

176. This Defendant denies the allegations in paragraph 176 of Plaintiffs' Complaint.

177. This Defendant denies the allegations in paragraph 177 of Plaintiffs' Complaint.

V. CLASS ALLEGATIONS

178. This Defendant denies the allegations in paragraph 178 of Plaintiffs' Complaint, except to admit that Plaintiffs have brought this action under Ohio Civil Rule 23(A) and 23(B)(3) on

behalf of Plaintiffs and five putative classes. However, this Defendant denies that this is an appropriate class action, that there is any wrongful or fraudulent conduct that has been conducted by this Defendant, or any of the other Defendants, and further denies the validity of all Plaintiffs' claims.

179. This Defendant denies the allegations contained in paragraph 179 of Plaintiffs' Complaint.

180. This Defendant denies the allegations contained in paragraph 180, including, but not limited to, subparagraphs 180(A)(i) – (ix), 180(B)(i) – (xii), 180(C)(i) – (vii), 180(D)(i) – (vi), and 180(E)(i) – (ix) of Plaintiffs' Complaint.

181. This Defendant denies the allegations contained in paragraph 181 of Plaintiffs' Complaint.

182. This Defendant denies the allegations contained in paragraph 182 of Plaintiffs' Complaint.

183. This Defendant denies the allegations contained in paragraph 183 of Plaintiffs' Complaint.

184. This Defendant denies the allegations contained in paragraph 184 of Plaintiffs' Complaint.

VI. CLASS-ACTION CLAIMS

CLAIM 1: FRAUD
Investigation Fees
Plaintiffs Williams, Norris, Harbour and Class A

185. This Defendant hereby incorporates its responses in paragraphs 1 through 184 of this Answer as if fully rewritten herein.

186. This Defendant denies the allegations contained in paragraph 186 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

187. This Defendant denies the allegations contained in paragraph 187 of Plaintiffs'

Complaint.

188. This Defendant denies the allegations contained in paragraph 188 of Plaintiffs' Complaint.

189. This Defendant denies the allegations contained in paragraph 189 of Plaintiffs' Complaint.

190. This Defendant denies the allegations contained in paragraph 190 of Plaintiffs' Complaint.

191. This Defendant denies the allegations contained in paragraph 191 of Plaintiffs' Complaint.

192. This Defendant denies the allegations contained in paragraph 192 of Plaintiffs' Complaint.

193. This Defendant denies the allegations contained in paragraph 193 of Plaintiffs' Complaint.

194. This Defendant denies the allegations contained in paragraph 194 of Plaintiffs' Complaint.

195. This Defendant denies the allegations contained in paragraph 195 of Plaintiffs' Complaint.

196. This Defendant denies the allegations contained in paragraph 196 of Plaintiffs' Complaint.

197. This Defendant denies the allegations contained in paragraph 197 of Plaintiffs' Complaint.

198. This Defendant denies the allegations contained in paragraph 198 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

199. This Defendant denies the allegations contained in paragraph 199 of Plaintiffs' Complaint.

CLAIM 2: BREACH OF CONTRACT
Investigation Fees
Plaintiffs Williams, Norris, Harbour and Class A

200. This Defendant hereby incorporates its responses in paragraphs 1 through 199 of this Answer as if fully rewritten herein.

201. This Defendant denies the allegations contained in paragraph 201 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

202. This Defendant denies the allegations contained in paragraph 202 of Plaintiffs' Complaint, except to admit that Plaintiffs Williams', Norris', and Harbour's contingency-fee agreements with KNR speak for themselves. Responding further, this Defendant denies all allegations that are inconsistent with or contrary to the express terms of Plaintiffs Williams', Norris', and Harbour's contingency fee agreements. In addition, this Defendant states that all contingency-fee agreements with clients, other than Plaintiffs Williams', Norris', and Harbour's contingency-fee agreements, are protected by the attorney client privilege and work product doctrine. Finally, this Defendant states that the contingency-fee agreements comply with Ohio law.

203. This Defendant denies the allegations contained in paragraph 203 of Plaintiffs' Complaint.

204. This Defendant denies the allegations contained in paragraph 204 of Plaintiffs' Complaint.

CLAIM 3: BREACH OF FIDUCIARY DUTY
Investigation Fees
Plaintiffs Williams, Norris, Harbour, and Class A

205. This Defendant hereby incorporates its responses in paragraphs 1 through 204 of this Answer as if fully rewritten herein.

206. This Defendant denies the allegations contained in paragraph 206 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

207. This Defendant denies the allegations contained in paragraph 207 of Plaintiffs' Complaint.

208. This Defendant denies the allegations contained in paragraph 208 of Plaintiffs' Complaint.

209. This Defendant denies the allegations contained in paragraph 209 of Plaintiffs' Complaint.

210. This Defendant denies the allegations contained in paragraph 210 of Plaintiffs' Complaint.

211. This Defendant denies the allegations contained in paragraph 211 of Plaintiffs' Complaint.

CLAIM 4: UNJUST ENRICHMENT
Investigation Fees
Plaintiffs Williams, Norris, Harbour and Class A

212. This Defendant hereby incorporates its responses in paragraphs 1 through 211 of this Answer as if fully rewritten herein.

213. This Defendant denies the allegations contained in paragraph 213 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

214. This Defendant denies the allegations contained in paragraph 214 of Plaintiffs' Complaint.

215. This Defendant denies the allegations contained in paragraph 215 of Plaintiffs' Complaint.

216. This Defendant denies the allegations contained in paragraph 216 of Plaintiffs' Complaint.

CLAIM 5: BREACH OF FIDUCIARY DUTY
Undisclosed Self-Dealing with Chiropractors – Narrative Fee
Plaintiffs Reid and Norris and Class B

217. This Defendant hereby incorporates its responses in paragraphs 1 through 216 of this

Answer as if fully rewritten herein.

218. This Defendant denies the allegations contained in paragraph 218 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

219. This Defendant denies the allegations contained in paragraph 219 of Plaintiffs' Complaint.

220. This Defendant denies the allegations contained in paragraph 220 of Plaintiffs' Complaint.

221. This Defendant denies the allegations contained in paragraph 221 of Plaintiffs' Complaint.

222. This Defendant denies the allegations contained in paragraph 222 of Plaintiffs' Complaint.

223. This Defendant denies the allegations contained in paragraph 223 of Plaintiffs' Complaint.

224. This Defendant denies the allegations contained in paragraph 224 of Plaintiffs' Complaint.

CLAIM 6: UNJUST ENRICHMENT
Undisclosed Self-Dealing with Chiropractors – Narrative Fees
Plaintiffs Reid and Norris and Class B

225. This Defendant hereby incorporates its responses in paragraphs 1 through 224 of this Answer as if fully rewritten herein.

226. This Defendant denies the allegations contained in paragraph 226 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

227. This Defendant denies the allegations contained in paragraph 227 of Plaintiffs' Complaint.

228. This Defendant denies the allegations contained in paragraph 228 of Plaintiffs' Complaint.

229. This Defendant denies the allegations contained in paragraph 229 of Plaintiffs' Complaint.

CLAIM 7: FRAUD
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Norris and Class C

230. This Defendant hereby incorporates its responses in paragraphs 1 through 229 of this Answer as if fully rewritten herein.

231. This Defendant denies the allegations contained in paragraph 231 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

232. This Defendant denies the allegations contained in paragraph 232 of Plaintiffs' Complaint.

233. This Defendant denies the allegations contained in paragraph 233 of Plaintiffs' Complaint.

234. This Defendant denies the allegations contained in paragraph 234 of Plaintiffs' Complaint.

235. This Defendant denies the allegations contained in paragraph 235 of Plaintiffs' Complaint.

236. This Defendant denies the allegations contained in paragraph 236 of Plaintiffs' Complaint.

237. This Defendant denies the allegations contained in paragraph 237 of Plaintiffs' Complaint.

238. This Defendant denies the allegations contained in paragraph 238 of Plaintiffs' Complaint.

239. This Defendant denies the allegations contained in paragraph 239 of Plaintiffs' Complaint.

240. This Defendant denies the allegations contained in paragraph 240 of Plaintiffs'

Complaint.

241. This Defendant denies the allegations contained in paragraph 241 of Plaintiffs' Complaint.

242. This Defendant denies the allegations contained in paragraph 242 of Plaintiffs' Complaint.

243. This Defendant denies the allegations contained in paragraph 243 of Plaintiffs' Complaint.

244. This Defendant denies the allegations contained in paragraph 244 of Plaintiffs' Complaint.

CLAIM 8: BREACH OF FIDUCIARY DUTY
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Norris and Class C

245. This Defendant hereby incorporates its responses in paragraphs 1 through 244 of this Answer as if fully rewritten herein.

246. This Defendant denies the allegations contained in paragraph 246 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

247. This Defendant denies the allegations contained in paragraph 247 of Plaintiffs' Complaint.

248. This Defendant denies the allegations contained in paragraph 248 of Plaintiffs' Complaint.

249. This Defendant denies the allegations contained in paragraph 249 of Plaintiffs' Complaint.

250. This Defendant denies the allegations contained in paragraph 250 of Plaintiffs' Complaint.

251. This Defendant denies the allegations contained in paragraph 251 of Plaintiffs' Complaint.

252. This Defendant denies the allegations contained in paragraph 252 of Plaintiffs' Complaint.

CLAIM 9: UNJUST ENRICHMENT
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Norris and Class C

253. This Defendant hereby incorporates its responses in paragraphs 1 through 252 of this Answer as if fully rewritten herein.

254. This Defendant denies the allegations contained in paragraph 254 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

255. This Defendant denies the allegations contained in paragraph 255 of Plaintiffs' Complaint.

256. This Defendant denies the allegations contained in paragraph 256 of Plaintiffs' Complaint.

257. This Defendant denies the allegations contained in paragraph 257 of Plaintiffs' Complaint.

CLAIM 10: FRAUD
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiffs Norris, Harbour, and Class D

258. This Defendant hereby incorporates its responses in paragraphs 1 through 257 of this Answer as if fully rewritten herein.

259. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 259 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

260. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 260 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

261. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained

in paragraph 261 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

262. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 262 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

263. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 263 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

264. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 264 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

265. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 265 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

266. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 266 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

267. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 267 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

268. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 268 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

269. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 269 of Plaintiffs' Complaint.

270. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 270 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

271. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 271 of Plaintiffs' Complaint.

CLAIM 11: BREACH OF FDUCIARY DUTY
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiff Norris and Class D

272. This Defendant hereby incorporates its responses in paragraphs 1 through 271 of this Answer as if fully rewritten herein.

273. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 273 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

274. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 274 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

275. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 275 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

276. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 276 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

277. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 277 of Plaintiffs' Complaint.

278. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 278 of Plaintiffs' Complaint.

CLAIM 12: UNJUST ENRICHMENT
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiffs Norris, Harbour, and Class D

279. This Defendant hereby incorporates its responses in paragraphs 1 through 278 of this Answer as if fully rewritten herein.

280. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 280 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

281. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 281 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

282. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 282 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

283. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 283 of Plaintiffs' Complaint.

CLAIM 13: UNCONSCIONABLE CONTRACT
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiffs Norris, Harbour, and Class D

284. This Defendant hereby incorporates its responses in paragraphs 1 through 283 of this Answer as if fully rewritten herein.

285. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 285 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

286. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 286 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

287. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 287 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

288. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 288 of Plaintiffs' Complaint.

CLAIM 14: FRAUD
Undisclosed Self-Dealing/Injections
Plaintiff Harbour and Class E

289. This Defendant hereby incorporates its responses in paragraphs 1 through 288 of this Answer as if fully rewritten herein.

290. This Defendant denies the allegations contained in paragraph 290 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

291. This Defendant denies the allegations contained in paragraph 291 of Plaintiffs' Complaint.

292. This Defendant denies the allegations contained in paragraph 292 of Plaintiffs' Complaint.

293. This Defendant denies the allegations contained in paragraph 293 of Plaintiffs' Complaint.

294. This Defendant denies the allegations contained in paragraph 294 of Plaintiffs' Complaint.

295. This Defendant denies the allegations contained in paragraph 295 of Plaintiffs' Complaint.

296. This Defendant denies the allegations contained in paragraph 296 of Plaintiffs' Complaint.

297. This Defendant denies the allegations contained in paragraph 296 of Plaintiffs' Complaint.

298. This Defendant denies the allegations contained in paragraph 298 of Plaintiffs' Complaint.

299. This Defendant denies the allegations contained in paragraph 299 of Plaintiffs' Complaint.

300. This Defendant denies the allegations contained in paragraph 300 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

301. This Defendant denies the allegations contained in paragraph 301 of Plaintiffs' Complaint.

302. This Defendant denies the allegations contained in paragraph 302 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

303. This Defendant denies the allegations contained in paragraph 303 of Plaintiffs' Complaint.

CLAIM 15: BREACH OF FIDUCIARY DUTY
Undisclosed Self-Dealing/Injections
Plaintiff Harbour and Class E

304. This Defendant hereby incorporates its responses in paragraphs 1 through 303 of this Answer as if fully rewritten herein.

305. This Defendant denies the allegations contained in paragraph 305 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof

306. This Defendant denies the allegations contained in paragraph 306 of Plaintiffs' Complaint.

307. This Defendant denies the allegations contained in paragraph 307 of Plaintiffs' Complaint.

308. This Defendant denies the allegations contained in paragraph 308 of Plaintiffs' Complaint.

309. This Defendant denies the allegations contained in paragraph 309 of Plaintiffs'

Complaint.

310. This Defendant denies the allegations contained in paragraph 310 of Plaintiffs' Complaint.

311. This Defendant denies the allegations contained in paragraph 311 of Plaintiffs' Complaint.

CLAIM 16: UNJUST ENRICHMENT
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiff Harbour and Class E

312. This Defendant hereby incorporates its responses in paragraphs 1 through 311 of this Answer as if fully rewritten herein.

313. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 313 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

314. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 314 of Plaintiffs' Complaint.

315. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 315 of Plaintiffs' Complaint.

316. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations in paragraph 316 of Plaintiffs' Complaint.

CLAIM 16: UNCONSCIONABLE CONTRACT
Undisclosed Self-Dealing/Tritec Medical Supplies
Plaintiff Harbour and Class E

317. This Defendant hereby incorporates its responses in paragraphs 1 through 316 of this Answer as if fully rewritten herein.

318. This Defendant denies the allegations contained in paragraph 318 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

319. This Defendant denies the allegations in paragraph 319 of Plaintiffs' Complaint.

320. This Defendant denies the allegations in paragraph 320 of Plaintiffs' Complaint.

321. This Defendant denies the allegations in paragraph 321 of Plaintiffs' Complaint.

322. This Defendant denies each and every allegation in Plaintiffs' Complaint, except as expressly admitted in paragraphs 1 through 321 of this Answer.

ADDITIONAL DEFENSES

1. Plaintiffs' Complaint fails to state claims for which relief can be granted.

2. Plaintiffs fail to satisfy all or part of the requirements set forth in Ohio R. Civ. P. 23(a)(1) through (4) inclusive.

3. Plaintiffs fail to satisfy all or part of the requirements set forth in Ohio R. Civ. P. 23(b)(1) through (3) inclusive.

4. Plaintiffs have pled no set of facts sufficient to sustain their burden of proving that they are a representative of any alleged class.

5. Plaintiffs' claims, and some or all of the purported classes, in whole or in part, are barred by operation of the applicable statutes of limitation or other limitation periods.

6. Plaintiffs' claims, and some or all of the purported classes, are barred by operation of the doctrines of laches, waiver, estoppel, equitable estoppel, and/or unclean hands.

7. 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.

8. Any alleged injury or damage claimed by Plaintiffs or some or all of the purported classes, which this Defendant denies, was the direct and proximate result of acts or omissions of persons or entities other than this Defendant or the other Defendants.

9. Any alleged injury or damage claimed by Plaintiffs, or some or all of the purported classes, which Defendant denies, was caused in whole or in part by the negligence, recklessness, lack of due care, or fault of persons or entities other than this Defendant or the other Defendants.

10. Any alleged injury or damage claimed by Plaintiffs, or some or all of the purported classes, which Defendant denies, was caused in whole or in part by the intervening and/or superseding acts, events, or omissions of persons or entities.

11. Plaintiffs and some or all of the purported classes have failed to mitigate any damages caused by any purported injury.

12. The claims of Plaintiffs and some or all of the purported classes are bound and precluded, in whole, or in part of the doctrines of *res judicata*, collateral estoppel, judicial estoppel, and judicial approval.

13. The claims of Plaintiffs and some or all of purported classes are barred in whole or in part by the doctrines of contributory negligence or fault pursuant to Ohio law.

14. Plaintiffs' claims are barred, in whole or in part, by the Due Process and Equal Protection Clauses of Fifth and Fourteenth Amendments and the Seventh Amendments' guarantee of a jury trial under the United States Constitution to the extent Plaintiffs seek to extrapolate liability, causation or damages on a class-wide basis, instead of proving liability, causation and damages for each individual class member.

15. Any award of punitive damages would constitute the imposition of a criminal penalty without the safeguards guaranteed by the Fifth, Sixth, Eighth and Fourteenth Amendments of the United States Constitution and similar provisions of the Ohio Constitution.

16. The imposition of punitive or exemplary damages would constitute an excessive fine under the Eighth Amendment, would deny Defendant of equal protection of the laws under the Fourteenth Amendment and similar provisions of the Ohio Constitution, and would violate the due process clauses of the Ohio Constitution.

17. Plaintiffs' claim for punitive or exemplary damages against Defendant cannot be maintained unless the trial is bifurcated. Any award of punitive damages without bifurcating the trial and trying all punitive damages issues only if and after liability on the merits has been

found, would violate Defendant's due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and by the Ohio Constitution.

18. The imposition of punitive damages in this case against this Defendant would contravene the Commerce Clause of the United States Constitution in that such an award would constitute an undue and unreasonable burden on interstate commerce.

19. The imposition of punitive damages under applicable law would be unlawful and unauthorized, would be void for vagueness, both facially and as applied, as a result of, among other deficiencies, the absence of adequate notice of what conduct is subject to punishment, the absence of adequate notice of what punishment may be imposed, and the absence of a predetermined limit, such as a maximum multiple of compensatory damages or maximum amount, on the amount of punitive damages that a jury may impose, all in violation of the due process clause of the Fourteenth Amendment to the United States Constitution and the Ohio Constitution, and the common law and public policy of Ohio.

20. Plaintiffs' claim for punitive damages is subject to the limitations established by R.C. §§ 2307.80 and 2315.21.

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

22. Plaintiffs' claims are barred, in whole or in part, by the economic loss doctrine.

23. Plaintiffs have intentionally waived the attorney-client privilege, work product doctrine, and other applicable privileges only as those privileges relate to them and their relationship with KNR. Plaintiffs cannot establish that they have the right to waive the attorney-client, work product, and other applicable privileges for any and all alleged members of the putative class.

24. Plaintiffs reviewed and voluntarily signed their contingency-fee agreements with KNR and the Settlement Memorandum, to the extent one was signed. Plaintiffs approved the Settlement Memorandum and the dispersal of all expenses.

25. This Defendant incorporates herein Defendants' responses to all of Plaintiffs' discovery requests.

26. Plaintiffs' fraud claims are not pled with particularity as required by Ohio R. Civ. P. 9(b).

27. Plaintiffs cannot satisfy their burden in establishing a piercing the corporate veil claim for relief to the extent one is later asserted.

28. Plaintiffs and the classes have failed to satisfy conditions precedent, including, without limitation, privity of contract, under the applicable agreements.

29. Plaintiffs' Complaint fails for insufficiency of process.

30. Plaintiffs' Complaint fails for insufficiency of service of process.

31. This Court lacks jurisdiction (e.g., personal, subject matter, etc.) over this Defendant and case and, therefore, Plaintiffs' Complaint should be dismissed.

32. To the extent Plaintiffs seek prospective relief to enjoin practices alleged to violate the Ohio Rules of Professional Conduct, this Court lacks jurisdiction over such claims under Section 2(B)(1)(g), Article IV of the Ohio Constitution, which provides that the Supreme Court shall have original jurisdiction with regard to the admission to the practice of law, the discipline of persons admitted to practice law, and all other matters relating to the practice of law, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law should be stricken from Plaintiffs' Complaint. *See, e.g. Smith v. Kates*, 46 Ohio St.2d 263, 266, 348 N.E.2d 320 (1976) ("Our authority is exclusive and absolute. A disciplinary proceeding may be initiated only by compliance with Gov. R. V"); *State ex rel. Kister-Welty v. Hague*, 160 Ohio App.3d 486, 2005-Ohio-1788, ¶ 9, 827 N.E.2d 846 (11th Dist.),

citing Section 2(B)(1)(g), Article IV of the Ohio Constitution ("It is well settled under the applicable state law that the Supreme Court of Ohio has exclusive jurisdiction over matters pertaining to the discipline of an attorney at law for an ethical violation"); Gov. Bar. R. V Section 2(A) ("**Exclusive Jurisdiction**. Except as otherwise expressly provided in rules adopted by the Supreme Court, all grievances involving alleged misconduct by . . . attorneys . . . shall be brought, conducted, and disposed of in accordance with the provisions of this rule").

33. There exists no private right of action in a civil matter for violations of ethical rules governing attorneys, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law should be stricken from Plaintiffs' Complaint. *See, e.g.* Ohio Rules of Professional Conduct, Preamble ("Violation of a rule in the Ohio Rules of Professional Conduct (ORPC) should not itself give rise to a cause of action against a lawyer nor should it create any presumption in such a case that a legal duty has been breached . . . [The rules] are not designed to be a basis for civil liability"); *Fred Siegel Co. L.P.A. v. Arter & Hadden*, 85 Ohio St.3d 171, 178, 1999-Ohio-260, 707 N.E.2d 853 ("[V]iolation of the Disciplinary Rules does not, in itself, create a private cause of action").

34. Plaintiffs' claims for alleged violations of the Ohio Rules of Professional conduct are not a basis for the imposition of the monetary relief or damages sought by Plaintiffs, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law are thus irrelevant and should be stricken from Plaintiffs' Complaint.

35. Plaintiffs' Complaint is frivolous and factually and legally baseless and violates Ohio R. Civ. P. 11 and Ohio law (e.g., R.C. § 2323.51).

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

37. This Defendant incorporates all the Motions for Judgment on the Pleadings and related briefs and motions filed in this case as if fully rewritten herein.

38. This Defendant incorporates its Counterclaim as if fully rewritten herein.

39. This Defendant incorporates its prior Answers and the Answers of the other Defendants, including, but not limited to, their prior Answers.

40. This Defendant denies the prayer for relief and asserts the election of remedies defense.

41. This Defendant reserves the right to amend its Answer to assert any additional defenses, cross-claims, counterclaims and/or third-party complaints to the extent that discovery in this matter reveals any basis for the assertion of such defenses.

WHEREFORE, having fully responded to Plaintiffs' Complaint herein, this Defendant requests that the Complaint be dismissed with prejudice, that it recover its costs, expenses, and reasonable attorney's fees incurred herein, and for such other and further relief as the Court deems just and equitable.

Respectfully submitted,

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Counsel for Defendant
Kisling, Nestico & Redick, LLC

JURY DEMAND

Now comes this Defendant, by and through counsel, and herein demands a trial by jury of the issues triable of and by a jury in this action.

/s/ James M. Popson
James M. Popson (0072773)

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing *Separate Answer of Kisling, Nestico & Redick, LLC to Fifth Amended Class Action Complaint* was filed electronically with the Court on this 12th day of December, 2018. The parties may access this document through the Court's electronic docket system.

/s/ James M. Popson
James M. Popson (0072773)