

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

MEMBER WILLIAMS, et al., Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, <i>et al.</i> , Defendants.	Case No. CV-2016-09-3928 Judge James A. Brogan Plaintiffs' Answer to Defendants' Fourth Amended Counterclaim
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Plaintiffs Member Williams, Thera Reid, Monique Norris, and Richard Harbour ("Plaintiffs") answer the Amended Counterclaim of Defendants Kisling, Nestico & Redick, LLC ("KNR"), Alberto Nestico, and Robert Redick as follows:

1. Admit.
2. Admit.
3. Admit.
4. Admit.
5. Admit.
6. Admit.
7. Admit.
8. This paragraph incorporates previous paragraphs by reference and does not require additional response from Plaintiffs.
9. Plaintiffs admit KNR hired Robert Horton on or around February 20, 2012, and that his responsibilities included providing legal services to KNR clients while complying with ethical rules generally applicable to all attorneys in the state of Ohio. Plaintiffs are otherwise without sufficient information to admit or deny the allegations in paragraph 9.

10. Plaintiffs admit that Williams called KNR in or around September of 2013, spoke with Mr. Horton about her accident. Plaintiffs admit that KNR eventually came to represent her. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 10.

11. Plaintiff admits that a KNR attorney told her that KNR would charge her expenses only if recovery was made on her behalf. Plaintiff denies that she agreed to participate in any “meeting” with any so-called “investigator.” Plaintiffs are otherwise without sufficient information to admit or deny the allegations of Paragraph 11.

12. Plaintiff admits that Horton’s employment with KNR ceased somewhere in or around 2015. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 11.

13. Plaintiffs admit that Williams agreed to settle her personal injury claim, that she was provided with an itemized printout of all expenses, fees and payments that listed the so-called “investigator’s charge” as the first expense item, and that she reviewed and signed the disbursement sheet, release and settlement check at KNR. Williams denies that she did so with informed consent as to the case expenses that KNR charged her, including the so-called “investigator’s charge.” Plaintiffs further state that Williams did ask questions and express objections as to her settlement and as to how KNR treated her and handled her case, but she does not recall whether she was asked if she asked such questions or expressed such objections on the same occasion that she signed the settlement documents and are without sufficient information to otherwise admit or deny the allegations contained in Paragraph 12.

14. Admit.

15. Plaintiffs admit that Williams and her attorneys knew that KNR’s principal place of business was in Summit County, Ohio and that Williams filed her complaint in Cuyahoga

County. Plaintiffs deny that Williams or her attorneys knew that all of the conduct giving rise to her claim arose in Summit and/or Medina County.

16. Deny.

17. Plaintiffs admit that the Cuyahoga County Court of Common Pleas transferred venue to Summit County. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 17 of Defendants' Counterclaim, as the Cuyahoga County Court did not state its reasons for transferring venue.

18. Plaintiffs admit that their attorneys posted a request on social media for assistance in finding more information about their claims, and further state that their request contained information that was entirely truthful and not "prejudicial" in any unlawful sense. Plaintiffs deny the remaining allegations in Paragraph 17.

19. Plaintiffs admit that KNR and Nestico sent Williams' attorneys a letter falsely alleging defamation and requesting that Williams and her attorneys cease and desist and remove the posts about KNR from social media. Plaintiffs deny that the posts were defamatory or unlawful in any way, denies that they could "refuse" to cease and desist from defaming Defendants when they never defamed them in the first place, or that they could "refuse" to "remove defamatory posts" from social media when no defamatory posts were ever made in the first place. Plaintiffs further state that, in response to threats of litigation from Defendants' attorneys, their attorneys removed their post about KNR from Facebook and Twitter to avoid pointless and frivolous litigation. Plaintiffs otherwise deny the allegations of Paragraph 18.

20. Plaintiffs admit that they have continued to post statements about this lawsuit on the Pattakos Law Firm's Facebook page and website, and that these posts contain or refer to allegations that Defendants have deceived and defrauded their clients through kickback schemes

and fraudulent fees and otherwise deny that there is anything false, defamatory, unlawful, or improper about these posts.

21. Deny.

22. Deny.

FIRST CAUSE OF ACTION

23. This paragraph incorporates previous paragraphs by reference and does not require additional response from Plaintiffs.

24. The decisions cited in this Paragraph speak for themselves.

25. Deny.

26. Deny.

SECOND CAUSE OF ACTION

27. This paragraph incorporates previous paragraphs by reference and does not require additional response from Plaintiffs.

28. Plaintiffs are without sufficient information to admit or deny Paragraph 27.

29. Plaintiffs admit that their Claims in this action were brought “in the proper forum and with probable cause” to redress damages incurred by the Plaintiffs and members of each Putative Class, and admit that Defendants deny the allegations in the Second Amended Complaint. Plaintiffs otherwise deny the allegations of Paragraph 29.

30. Deny.

31. Plaintiffs admit that their and their attorneys’ conduct in this lawsuit has been intentional in filing this lawsuit and pursuing the claims stated herein against Defendants. Plaintiffs otherwise deny the allegations of Paragraph 30.

32. Plaintiffs deny that they or their attorneys have engaged in any misconduct or that they have otherwise ratified any misconduct.

33. Deny.

34. Deny.

THIRD CAUSE OF ACTION

35. This paragraph incorporates previous paragraphs by reference and does not require additional response from Plaintiffs.

36. Plaintiffs lack sufficient information to admit or deny the allegations in Paragraph 35.

37. Plaintiff denies that she or her attorneys have comprehensive knowledge of Defendants' business relationships (constructive or otherwise), but admits that she and her attorneys know that KNR and Nestico have business relationships and that businesses generally intend to maintain a good reputation to obtain new clients.

38. Plaintiffs deny the allegations contained in the first sentence of Paragraph 38 and are without sufficient information to admit or deny whether Defendants have lost clients as a result of the misconduct that this lawsuit has brought to the public's attention.

39. Deny.

40. Plaintiffs deny that they or their attorneys have engaged in any misconduct or that they have otherwise ratified any misconduct.

41. Deny.

42. Deny.

43. Deny.

FOURTH CAUSE OF ACTION

44. This paragraph incorporates previous paragraphs by reference and does not require additional response from Plaintiffs.

45. Deny.

46. Plaintiffs deny that they or their attorneys have engaged in any misconduct or that they have otherwise ratified any misconduct.

47. Deny.

48. Answering Paragraph 47 of Defendants' Counterclaim, Plaintiff denies that she or her attorneys have made any false and misleading statements, and denies that any statements made by herself or her attorneys have harmed or will harm the general public. Plaintiff admits that the public has an interest in being free from mistake and deception. Plaintiff is without sufficient information to otherwise admit or deny the allegations contained in Paragraph 47.

49. Deny.

50. Deny.

51. Deny.

52. Deny.

53. Deny.

54. Deny.

55. Deny.

AFFIRMATIVE DEFENSES

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

2. Counterclaimants' claims are barred by the doctrines of laches, waiver, estoppel, equitable estoppel, and unclean hands, as well as the First Amendment and related absolute privilege that applies to allegedly defamatory statements made in a legal proceeding.

3. Any alleged injury claimed by Counterclaimants was due to their own acts or omissions, their own breach of their duties to their clients, and caused by persons other than Plaintiffs.

4. The Counterclaims are frivolous as against all Plaintiffs, filed in violation of Civ.R. 11 and R.C. 2323.51, with no reasonable grounds to support, and filed to harass, intimidate, and create undue burden for Plaintiffs.

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)
Dean Williams (0079785)
Rachel Hazelet (0097855)
THE PATTAKOS LAW FIRM LLC
101 Ghent Road
Fairlawn, OH 44333
330.836.8533 Phone
330.836.8536 Fax
peter@pattakoslaw.com
dwilliams@pattakoslaw.com
rhazelet@pattakoslaw.com

Joshua R. Cohen (0032368)
Ellen Kramer (0055552)
COHEN ROSENTHAL & KRAMER LLP
The Hoyt Block Building, Suite 400
Cleveland, Ohio 44113
Phone: 216.781.7956
Fax: 216.781.8061
jcohen@crklaw.com
ekramer@crklaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The foregoing document was served on all necessary parties by operation of the Court's e-filing system on January 9, 2019.

/s/ Peter Pattakos

Attorney for Plaintiffs