

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

Plaintiffs,

v.

KISLING, NESTICO & REDICK, LLC,  
et al.,

Defendants.

Case No. CV-2016-09-3928

Judge James Brogan

**Dr. Sam Ghoubrial's Notice of Filing  
Affidavit**

Now comes Defendant, Dr. Sam Ghoubrial, by and through his undersigned counsel, and hereby gives notice of filing the Affidavit of Paul W. Steele, III, Esq. The Affidavit is attached hereto as Exhibit A.

Respectfully Submitted,

/s/ Bradley J. Barmen

Bradley J. Barmen (0076515)  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
1375 East 9<sup>th</sup> Street, Suite 2250  
Cleveland, Ohio 44114  
Phone: 216-344-9422  
Fax: 216-344-9421  
[Brad.Barmen@lewisbrisbois.com](mailto:Brad.Barmen@lewisbrisbois.com)  
*Counsel for Defendant Dr. Sam Ghoubrial*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 15<sup>th</sup> day of April, 2019, I electronically filed the foregoing with the Clerk of Courts using the CM/ECF system which will send notification of this filing to all attorneys of record.

*/s/ Bradley J. Barmen* \_\_\_\_\_

Bradley J. Barmen

*Counsel for Defendant*

*Sam N. Ghoubrial, M.D.*



STATE OF OHIO                    )  
   )  
 COUNTY OF FRANKLIN            )

SS: AFFIDAVIT

Now comes Affiant, Paul W. Steele III, Esq., first being duly sworn according to law, deposes and states as follows:

1. I, Paul W. Steele III, am over the age of eighteen and I have personal knowledge of the information contained herein.
2. I am an attorney, duly licensed and in good standing, in the states of Ohio and Kentucky.
3. At all times relevant herein, I was employed by the law firm of Kisling, Nestico & Redick, LLC ("KNR") as an attorney. From approximately November 1, 2012 until I left KNR on or about September 16, 2015, as the senior associate of the KNR office in Columbus, Ohio.
4. During my employment with KNR, I never violated the Ohio Rules of Professional Conduct and I never personally engaged in any conduct that could be considered unethical. I never instructed any other attorney or employee of KNR to violate the Ohio Rules of Professional Conduct or to engage in any unethical conduct, and I never witnessed any other KNR attorney or employee engaging in any unethical conduct.
5. If I had been aware or suspected that any KNR attorney or employee had violated the Ohio Rules of Professional Conduct, or had I witnessed any KNR attorney or employee engaging in what could be considered unethical conduct, I would have reported such conduct to the appropriate authorities and/or agencies consistent with my obligations as an attorney in the state of Ohio.
6. During my time at the KNR Columbus Office, I was unaware of any quid pro quo referral agreements with any medical providers, including any chiropractors or medical doctors.
7. I did not have any type of quid pro quo referral agreement with any medical provider, whether chiropractic or medical doctor, and I never informed any other KNR attorney or employee that any such agreements existed.
8. There was never a 3 to 1 referral agreement or arrangement with Town and County Chiropractic or any other chiropractor and I never informed anyone that such an agreement or arrangement with Town and Country Chiropractic existed.
9. During my time at the KNR Columbus Office, I never referred a single client directly to Dr. Sameh (Sam) Ghoubril and I am unaware of any other KNR attorney or employee referring a client directly to Dr. Ghoubril.
10. During my time at the KNR Columbus Office, I never forced any client to treat with any particular medical care provider and I never instructed any KNR attorney or employee to force a client to treat with any particular medical care provider.
11. If a client informed me that they no longer wanted to treat with a particular medical care provider we honored their wishes and worked with them to find them alternative care options. I never

instructed any KNR attorney or employee to send a client back to a particular medical care provider if the client indicated they preferred to treat elsewhere.

12. During my time at the KNR Columbus Office, clients were only charged investigator fees when investigators actually did work on the file. I never instructed or informed anyone that investigator fees were charged on all files.

13. During my time at the KNR Columbus Office, I never misled any clients regarding the meaning or purpose of the investigator fees. I was never instructed to and I never instructed any other KNR attorney or employee to mislead clients regarding the meaning or purpose of the investigator fees. I was never aware of any KNR attorney or employee intentionally misleading any client regarding the meaning or purpose of the investigator fees.

14. During my employment with KNR, I always made it a point to explain the contingency fee agreements to all my clients, making sure they were understanding the terms of the agreement, and answer any and all questions they posed regarding the contingency fee agreement.

15. When closing all cases, I fully reviewed the Settlement Memorandum and fee distribution with all clients and answered any and all questions they posed regarding the settlement.

16. I only ever asked my KNR clients to sign the Settlement Memorandum if I believed the settlement to the client was fair and reasonable and the client agreed.


17. During my employment with KNR, I never observed any KNR attorney failing to properly negotiate a case and/or attempting to settle a case for less than reasonable value.

18. During my employment with KNR, and during my entire legal career, I always put my clients' interests first. I expected the same from all KNR attorneys and employees.

Further affiant sayeth naught.

  
Paul W. Steele III

SWORN TO BEFORE ME and subscribed in my presence this 11<sup>th</sup>  
day of April 2019.

  
\_\_\_\_\_  
Notary Public

My Commission expires:  
June 18, 2022



JOEL B NEWBY III  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
JUNE 18, 2022