

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

MEMBER WILLIAMS, et al.,

Plaintiffs,

v.

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

Defendant.

Case No.: 2016-09-3928

Judge: James Brogan

**KNR DEFENDANTS' MOTION TO
COMPEL PRODUCTION OF
DOCUMENTS FROM PLAINTIFF
MONIQUE NORRIS**

Now come the KNR Defendants, by and through counsel, and hereby respectfully move this Honorable Court for an Order compelling Plaintiff Norris to produce certain documents that Defendants have requested for months on end, which are more fully outlined below. Defendants have attempted on numerous occasions to meet and confer on these issues without Court intervention in accordance with the Rules of Civil Procedure and this Court's Local Rules, which Plaintiffs' counsel has consistently ignored. (*See* correspondence from Defendants' counsel to Plaintiffs' counsel, attached hereto as Exhibit A). Accordingly, an Order from this Court compelling production is unfortunately now required.

A. Plaintiff Norris Has Failed to Verify Her Answers to Interrogatories, Under Oath, Pursuant to Civ.R. 33(A)(3).

On December 26, 2018, Plaintiff Norris issued her response to Defendants' First Set of Interrogatories, Requests for Admission, and Request for Production of Documents. (*See* Exhibit B). No verification was submitted with the answers to interrogatories in accordance with Civ.R. 33(A)(3), which mandates "[e]ach interrogatory shall be answered separately and fully in writing under oath . . . [and] be signed by the party making them." On January 16, 2019, Plaintiff Norris amended her responses to Defendants' discovery requests, but again failed to verify the amendments made to the interrogatory answers in question. (*See* Exhibit C).

At Plaintiff Norris' deposition on January 28, 2019, Defendants' counsel requested the production of the verification, of which Plaintiffs' counsel agreed to produce that day:

MR. MANNION: And I'm not sure if we even have a --

* * *

MR MANNION: -- verification page yet on those, Peter. If that was attached, a verification page.

MR. PATTAKOS: No, I don't think so. We'll get you that today, though.

MR. MANNION: If you would, yeah. I would appreciate that.

(See 1/28/19 Norris Tr. at p. 68, attached hereto as Exhibit D).

No verification was forthcoming, and since that time, Defendants' counsel has made multiple requests for its production:

February 23, 2019 at 11:22 a.m.;

Also – reminder on Norris verification page which you said would be sent on 1/28.

February 23, 2019, at 7:26 p.m.;

You did not respond to the verification page from of Nor[ri]s, which you promised almost a month ago and that was due many months ago. I did not see propose[d] dates for the witnesses either.

February 24, 2019, at 9:00 a.m.;

Where is Norris verification page? It was due months ago.

February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Where is Norris verification page? It was due months ago.].

February 28, 2019, at 9:24 a.m.:

Where is Norris's verification page?

April 12, 2019, at 7:14 a.m.:

Please provide this, her verification page, and the other information we requested at her deposition.

April 12, 2019, at 7:16 a.m.

Repeat request, citing to February 26, 2019, and earlier requests for: Where is Norris verification page? It was due months ago.

April 12, 2019, at 7:19 a.m.:

Please also provide her [Monique Norris] verification page, bank records, and other information all long overdue.

(See Exhibit A)

Answers to interrogatories are inadmissible as evidence unless signed by a party pursuant to Civ.R. 33(A)(3). *See, e.g. Heimberger v. Zeal Hotel Grp. Ltd.*, 2015-Ohio-3845, ¶ 65, 42 N.E.3d 323 (10th Dist.). Accordingly, Plaintiff Norris should be compelled to immediately provide a written verification of her interrogatories, under oath.

At 5:26 p.m. today, subsequent to the drafting of this Motion to Compel and within minutes of it being uploaded to the electronic filing system in Summit County, Plaintiffs' counsel advised as follows:

I will get [the Verification pages] executed for you the next time I see Ms. Norris, which will be in advance of the class-certification deadline.

Under ordinary circumstances, counsel for Defendant would withdraw this Motion. However, Defendants still request an Order on this issue because:

1. Plaintiffs' counsel has promised to provide this before and hasn't. To wit, on January 28, 2019, Plaintiffs' counsel promised to provide the verification page ON THAT SAME DAY, as he was present with

Ms. Norris at her deposition and could easily have obtained her verification;

2. Ms. Norris's testimony substantively contradicted some of her discovery responses, on key issues, which caused significant issues at deposition;
3. Even as of the date of Ms. Norris's deposition, the Verification page was overdue by 33 days for the original discovery responses and 12 days for the amended responses;
4. The Verification page is now 90 days overdue (111 days overdue for original responses); and
5. Defendants' have incurred expense and time continually having to request the Verification page. Defendants do not mind having to ask after the Verification page is already overdue or having to send a reminder. However, Defendants have now had to address this issue with Plaintiffs' counsel a dozen times or more over a nearly 3-month period.

If the Verification page or pages are provided before the Court rules, Defendants will advise the Court accordingly. In the meantime, Defendants would like to have this on the record so they can assured of receiving this Verification page(s).

B. Plaintiff Norris Has Failed to Produce Bank Records Involving Her Deposit of a Liberty Capital Loan Check.

Defendants have on countless occasions requested the production of documented proof of Plaintiff Norris' deposit of a Liberty Capital "loan" check into her personal bank account, the first being through Defendants' First Request for Production of Documents. (*See* Exhibits B and C, Request Nos. 9, 10, 11, 12, 13, 17, and 18). Nothing was produced in response.

At her deposition, Plaintiff Norris accused prior KNR attorney Robert Horton of essentially defrauding her and having her sign loan papers without explaining to her the nature of the documents she was signing. (*See* Exhibit D at pp. 92-96) She went on to claim that Mr. Horton gave her a check from Liberty Capital, which she deposited into her bank account. (*Id.*) While Plaintiff Norris did not

bring bank documentation in response to the *duces tecum* of her deposition notice, she agreed to produce any bank documentation substantiating her testimony:

Q Do you know how your money was received by Liberty Capital, or are you saying you definitely picked up the Liberty Capital check from KNR?

A I'm not saying 100 percent sure, but that's, yes, what I can remember.

MR. PATTAKOS: You don't have a copy of the check, Tom?

MR. MANNION: I'm asking [about] her account how it got there.

Q Is that something you can find out?

A Yes.

* * *

Q Did you bring any documents responsive to these requests?

A No.

Q Why not?

A I just didn't remember to bring them.

Q You didn't remember to bring them?

A No, I didn't have time to go to the bank to get them.

* * *

Q Well, you understand that if we ask for certain information, absent an objection from your attorney saying you shouldn't produce it, that you have an obligation?

A That's fine. I'm not saying I won't bring it. I'll make sure you guys get a copy.

Q A copy of? What are you referring to? A copy of what?

A If anything went into my account. You asked for the stuff for my bank statements.

(*Id.* at pp. 162, 168)

Defendants' counsel further reiterated their outstanding request for Plaintiff Norris' bank records at her deposition, which her counsel acknowledged:

MR. MANNION: I think -- I'm going to request, please, and we've asked for documentation that she should have that should be produced. She should have a cancelled check from Liberty Capital. She should have in her account where it was cashed.

MR. PATTAKOS: Okay.

(*Id.* at p. 161).

Since that time, Defendants' counsel has made numerous requests for this bank documentation, or a signed authorization allowing Defendants to retrieve such documentation through subpoena, to which Plaintiffs' counsel has again ignored. (*See* Exhibit A).

Throughout her deposition, Plaintiff Norris claimed she was swindled by former KNR attorney Robert Horton to sign various documents under the guise that she would be able to obtain a portion of her settlement proceeds early. She further claimed Horton signed and gave her a written check, which she deposited in her bank account. She even testified that she did not even know she had loan with Liberty Capital until a few months before her deposition and that she learned such from Attorney Pattakos. The bank records requested by Defendants on numerous occasions will either validate or disprove these claims by ostensibly showing the date the payment was received (Ms. Norris was unsure), the actual payor of the funds (Ms. Norris claimed Horton and/or KNR), and how the funds were deposited (Ms. Norris claimed by written check). These documents are essential pieces of evidence in this case, and Plaintiff Norris should be compelled to immediately produce the

records or an authorization with appropriate identifying information allowing Defendants to retrieve them, as she and her counsel have agreed.

At 5:26 p.m. today, after this Motion was drafted but before it was uploaded, Plaintiffs' counsel responded indicating as follows:

Request for bank records re: Liberty Capital deposit - Ms. Norris checked with Huntington (the bank she was using at the time) and they don't keep records back to 2013 so she cannot access them.

Of course, the Plaintiffs waited 77 days after they promised to provide the information and over 121 days from when the information was due in discovery to say the information did not exist. This was a clear attempt to sandbag the Defendants into not seeking third-party discovery, as Defendants rightfully relied on Plaintiff's and Plaintiff's counsel's representations on the record that the information would be produced.

In addition, the Plaintiff provided no proof from the bank to support its assertion. More importantly, even if the bank cannot obtain a copy of the canceled check, it certainly has an account of her statement from October, 2013, showing the date and type of deposit (live check, electronic funds transfer, or other). This is critical information given Plaintiff's outright fabrication that Mr. Horton signed and handed her the check after duping her into signing it. This information is critical on a number of fronts.

Finally, even if Plaintiff claims she cannot (or will not) obtain this information, the Plaintiff still has an obligation to provide other responsive information, so that Defendants can subpoena the information. Upon receiving the claim the records do not exist, the Defendants advised Plaintiffs' counsel almost immediately as follows:

1. If they don't have the canceled check, they will at least have a statement of the account showing the deposit and whether it was live check, EFT, or other.

2. Please advise as to her bank account so we can subpoena the records from Huntington.

Plaintiffs' counsel responded:

You are free to try and impeach the witness as to these issues and conduct third-party discovery on them under the Civil Rules.

Of course, being able to impeach a witness at trial is NOT grounds to withhold discovery. Parties almost always are "free to try and impeach" a witness at trial. Such trial tactics does not relieve a party from its duty to respond to discovery. Also, when information is within a party's custody and control (such as bank account statements, bank account number, routing number), is not proper to object and refuse to comply with discovery on the basis the information may also be obtained by more expensive means of third-party discovery. The fact Defendants could have subpoenaed the bank (IF PLAINTIFF HAD PROVIDED THE PROPER IDENTIFYING INFORMATION, WHICH SHE DID NOT) does not give Plaintiff *carte blanche* authority to ignore valid discovery requests. Thus, within minutes of the "you are free to try and impeach the witness" argument made late today, the Defendants immediately responded to Plaintiff as follows:

You are free to try and impeach the witness as to these issues" is not a proper objection.

Bank Account Records

With respect to her bank deposit information from Liberty Capital, Ms. Norris had a duty to provide this answer long before today, so that we could subpoena the proper party, along with her account information, bank routing number, and bank account information. She testified at deposition, and you agreed, that she would obtain the information for us. You then waited 77 days after her deposition to tell us she could not obtain the information. This sandbagging is not contemplated by the Ohio Civil Rules. Please provide printout of her account showing the deposit, her bank's routing number, and her account number. We will keep her account number private and not allow it to be seen on any documents filed for public view.

Are you providing the bank account and routing number information? The statement showing the deposit?

Based on the foregoing, the Defendants still request this Honorable Court to Order Plaintiff Norris to provide her bank routing number and account information for the bank in which the Liberty Capital non-recourse funding check was deposited, along with a signed authorization, so that Defendants can send a request and/or subpoena to the bank for the requested records. If Ms. Norris had provided the bank account identifying information in her original discovery responses, amended discovery responses, deposition testimony, or at any time in the last 77 days, the Defendants could have attempted to obtain the information. (Defendants agree to keep the account information redacted if any documents are filed outside of seal).

C. Plaintiff Norris Has Failed to Produce E-mail Correspondence from Her Two Separate Email Accounts.

During her deposition, Plaintiff Norris identified owning two email accounts, but she never searched those accounts for communications responsive to Defendants' written discovery requests or via *duces tecum* to her deposition notice, including but not limited to communications between her and Liberty Capital, Oasis Legal, KNR, or anyone about her accident or KNR's representation of her. (*See, e.g.* Exhibit D, pp. 170-173). In fact, Plaintiff Norris has produced no responsive emails, despite Defendants' countless requests:

January 6, 2019 Correspondence:

Monique Norris states all documents supporting her contention that KNR directed her to enter into a loan agreement with Liberty Capital ha[ve] already been produced. Please identify which documents you are referring to, as Monique Norris did not provide any such documents other than the Settlement Memorandum, which mentioned Liberty Capital. ... Also – Ms. Norris should be in possession of documents [e.g., emails] from Liberty Capital.

February 24, 2019, at 9:00 a.m.:

Are you producing the Norris emails – from both her accounts – regarding any communications with KNR, Liberty, Oasis, or with anyone about the accident or KNR’s representation of her (other than any privileged communications with non-KNR lawyers)?

February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request from February 24, 2019, for Norris emails].

February 28, 2019, at 9:24 a.m.:

You haven’t provided documents or discovery answers that are responsive.

(See Exhibit A).

Plaintiff Norris should be compelled to search both email accounts for communications that are responsive to Defendants’ requests.

Today, again after waiting 77 days from the date of the deposition and 111 days since the discovery was due, the Plaintiff now claims she has no such emails. Defendants know this claim is inaccurate, because at a minimum, KNR exchanged emails with Plaintiff, Liberty Capital exchanged emails with Plaintiff, and EchoSign exchanged emails with Plaintiff. (See Exhibits N, O, and P to Deposition of Monique Norris, attached).

D. Conclusion.

Based on the foregoing, and in the interests of justice, Defendants respectfully requests this Honorable Court for an Order compelling Plaintiff Monique Norris to immediately produce the following:

1. A Civ.R. 33(A)(3) verification supporting her answers to interrogatories;

2. Bank records concerning her Liberty Capital non-recourse funding (“loan”) check deposit, or an authorization with identifying information allowing Defendants to retrieve such records; and
3. Email communications from her two email accounts that are responsive to Defendants’ outstanding requests.

This Motion is supported by the Ohio Rules of Civil Procedure, the case law construing those rules, and the attached Exhibits.

Respectfully submitted,

/s/ James M. Popson

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Counsel for KNR Defendants

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing KNR DEFENDANTS' MOTION TO COMPEL CONTINUED DEPOSITION OF PLAINTIFF MONIQUE NORRIS was filed electronically with the Court on this 15th day of April, 2019. The parties may access this document through the Court's electronic docket system.

/s/ James M. Popson

James M. Popson (0072773)



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April 13, 2019

VIA ELECTRONIC MAIL ONLY

Peter Pattakos, Esq.
The Pattakos Law Firm, LLC
101 Ghent Road
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E-Mail: peter@pattakoslaw.com

Re: Member Williams, et al. vs. Kisling Nestico & Redick, et al.
Summit County Common Pleas Case No. 2016-09-3928

Dear Mr. Pattakos:

Please allow this to address discovery responses long overdue by Ms. Norris. As mentioned in the correspondence regarding your client's continuation deposition, we are hopeful you reconsider your position on the below, so that we can avoid asking for court intervention.

A. REQUEST FOR BANK RECORDS RE: LIBERTY CAPITAL CHECK DEPOSIT

Monique Norris was served with Requests for Production of Documents in October, 2018. Documentation of the Liberty Capital "loan" being deposited into Ms. Norris's bank account were responsive to multiple Requests for Production, including Requests 9, 10, 11, 12, 13, 17, and 18. Moreover, Ms. Norris AND you agreed to produce these bank statements or other documentation at her January 29, 2019, deposition.

These documents were well over 60 days past due at the time of Ms. Norris's deposition. Now, another 74 days have elapsed since her depositions and you still haven't made good on your promise to produce these documents. Moreover, you have never raised a single objection to this request, which is not surprising since no valid objection exists.

Peter Pattakos, Esq.
April 13, 2019
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We initially reminded you of the failure to provide bank statements or other proof of the Liberty Capital "loan" deposit on January 6, 2019, 23 days before your client's deposition. My January 6, 2019, correspondence to you reads as follows on this issue:

Monique Norris states all documents supporting her contention that KNR directed her to enter into a loan agreement with Liberty Capital ha[ve] already been produced. Please identify which documents you are referring to, as Monique Norris did not provide any such documents other than the Settlement Memorandum, which mentioned Liberty Capital. Please produce the bank statement showing the deposit of a Liberty Capital check into Ms. Norris' bank account if such exists, as that would certainly be evidence of this. ...

Ms. Norris provided Amended Discovery responses 10 days later, on January 16, 2019 (although you inadvertently indicated January 16, 2018, on the Notice of Service). You also provided a written response to my January 6, 2019, letter outlining the deficiencies in Ms. Norris's discovery responses. Neither your response nor Ms. Norris's response addressed this aspect of the outstanding discovery, however.

Your client's deposition then proceeded on January 29, 2019. Ms. Norris's testimony was rather bizarre concerning the loan, as you no doubt remember. She accused your good friend, Attorney Horton, of essentially defrauding her and having her sign loan papers without even telling her the nature of the documents she was signing. Of course, you know full well that isn't accurate. However, Ms. Norris testified Mr. Horton gave her a check from Liberty Capital that day and deposited it into her bank account. (See page 95 of her deposition).

Ms. Norris further testified at p. 162 of the deposition:

Q Do you know how your money was received by Liberty Capital, or are you saying you definitely picked up the Liberty Capital check from KNR?

A I'm not saying 100 percent sure, but that's, yes, what I can remember.

MR. PATTAKOS: You don't have a copy of the check, Tom?

MR. MANNION: I'm asking [about] her account how it got there.

Q Is that something you can find out?

A Yes.

Peter Pattakos, Esq.
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Ms. Norris further testified, at page 168, as follows:

Q Did you bring any documents responsive to these requests?

A No.

Q Why not?

A I just didn't remember to bring them.

Q You didn't remember to bring them?

A No, I didn't have time to go to the bank to get them.

Ms. Norris then promised to produce the bank documents:

A ... I'm not saying I won't bring it. I'll make sure you guys get a copy.

Q A copy of? What are you referring to? A copy of what?

A If anything went into my account. You asked for the stuff for my bank statements. See *Norris deposition* at p. 169.

We have reminded you of this outstanding discovery obligation numerous times since you promised to produce this information. In addition to multiple verbal requests, some, but not all, of the written request for this information is outlined below:

1. February 23, 2019, at 7:31 p.m.;

Also, please provide proof from Ms. Norris's bank as to the check and/or direct deposit into her account from the liberty capital loan. This information is responsive to discovery requests, and yet you have simply refused to provide it. Please also provide the name of her bank at the time as well.

Peter Pattakos, Esq.
April 13, 2019
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2. February 23, 2019, at 8:00 p.m.;

At page 162 of the [Norris] transcript, you agreed to provide a copy of the check from Liberty Capital from Ms. Norris's bank. Monday is 28 days after you agree. Will we have it by then?

3. February 23, 2019, at 8:30 p.m.;

And at page 169 – In discussing the *duces tecum* request to Ms. Norris for the bank information relating to the Liberty Capital Loan, [s]he tried to claim the only reason she could not get a copy is because of the bank schedule [she works when bank is open]. You know that's not accurate. Regardless, we don't need to fight about that. Your client went on to testify: "I'm not saying I won't bring it. I'll make sure you guys get a copy."

We are now months past the [*duces tecum*] request [and] almost a month pas[t] the deposition. Why haven't you provided this? Are you going to provide this, or do you have some crazy position that it is somehow not discoverable?

4. February 24, 2019, at 9:01 a.m.;

Are you producing the Norris bank information re Liberty Capital money?

5. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Are you producing the Norris bank information re Liberty Capital money?].

6. February 28, 2019, at 9:24 a.m.:

You haven't provided documents or discovery answers that are responsive.

7. April 11, 2019, at 5:04 p.m.:

For Norris - there are many [discovery responses due] - but two that jump out are:
1. Her bank records showing the liberty capital deposit.

Peter Pattakos, Esq.
April 13, 2019
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8. April 11, 2019, at 5:46 p.m.:

Where are the bank records showing the liberty capital deposit for Ms. Norris?

9. April 12, 2019, at 7:14 a.m.:

It has now been two and half months since you agreed to provide a copy of the check from LC into Ms. Norri[s]'s bank account.

10. April 12, 2019, at 7:14 a.m.:

It has now been two and half months since you agreed to provide a copy of the check from LC into Ms. Norris's bank account.

11. April 12, 2019, at 7:16 a.m.

Repeat request, citing to February 26, 2019, and earlier requests for: Where is Norris verification page? It was due months ago.

12. April 12, 2019, at 7:19 a.m.:

Please also provide her [Monique Norris] verification page, bank records, and other information all long overdue.

Please produce this information immediately and/or provide a signed authorization for us to obtain and/or provide us the bank and account number so we can subpoena the information.

B. IDENTITY OF "KNOWN COMMUNITY DRUG DEALERS"

Ms. Norris testified she recognized "known community drug dealers" at the Brown street office. However, you have refused to provide the identity of these individuals. We have reminded you of this failure to identify these individuals multiple times:

1. February 23, 2019, at 7:45 p.m.;

Please also identify the "known community drug dealers" allegedly at the Brown Street office as alleged by Ms. Norris.

Peter Pattakos, Esq.
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2. February 28, 2019, at 9:24 a.m.:

You haven't provided documents or discovery answers that are responsive.

3. April 12, 2019, at 7:19 a.m.:

Please also provide her [Monique Norris] verification page, bank records, and other information all long overdue.

If Ms. Norris truly does not have any means to identify these individuals, then how does she know they are "drug dealers." If you agree Plaintiffs will not make this allegation (that known drug dealers were at the Brown street office or parking lot), then we will drop this issue.

C. DOCUMENTS PLAINTIFF REVIEWED AND REFRESHED MEMORY WITH TO PREPARE FOR DEPOSITION

The Notice of Deposition *Duces Tecum* (and Amended Notice) requested copies of all documents to prepare for giving her deposition testimony. The Plaintiff testified (p. 175) she reviewed notes from you AND that such notes refreshed her memory:

Q And you told us before that the only thing you reviewed were those notes from Mr. Pattakos?

A Yes.

Q Okay. And they helped to refresh your recollection about what was going on in this case and what the claims were and the defenses?

A Yes.

We have reminded you multiple times about the failure to provide this information. You claim privilege, which we disagree with given that the notes formed the basis for a portion of her testimony. However, we would agree to have the documents submitted to the Court for an in camera review on that issue.

Peter Pattakos, Esq.
April 13, 2019
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Some, but not all, of our reminders for this information are listed below:

1. February 4, 2019, at 11:27 a.m.:

Monique Norris testified that she reviewed notes you provided to her in order to prepare for her deposition. In addition, she testified, under oath, that the notes refreshed her recollection. On the record, you indicated that you would not produce copies of these notes despite this testimony. This is our attempt to resolve this without court intervention. Do you still maintain this position or will you only produce these notes if ordered by the Court to produce them

2. February 24, 2019, at 9:00 a.m.:

Are you producing the notes which Norris reviewed to prepare for her deposition and which refreshed her recollection?

3. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Are you producing the notes which Norris reviewed to prepare for her deposition and which refreshed her recollection?].

4. February 28, 2019, at 9:24 a.m.:

You haven't provided documents or discovery answers that are responsive.

D. PRESCRIPTION AND/OR RELEASE TO OBTAIN PRESCRIPTION OF DR. GUNNING/GHOUBRIAL TO NORRIS

We have also asked for the prescription pharmacy records for months, as this should have the handwriting of the physician who wrote Ms. Norris's prescription in August, 2013:

1. February 24, 2019, at 9:00 a.m.;

Are you producing the prescription or providing a release to obtain same from the pharmacy?

Peter Pattakos, Esq.
April 13, 2019
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2. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Are you producing the prescription or providing a release to obtain same from the pharmacy?].

3. February 28, 2019, at 9:24 a.m.:

You haven't provided documents or discovery answers that are responsive.

E. DATES FOR MS. NORRIS'S TRIP TO MICHIGAN

Ms. Norris stated at deposition she would provide the dates she went to Michigan. We still have not received that information, nor have you responded to these reminders:

1. February 24, 2019, at 9:01 a.m.:

Are you providing the dates for her trip to Michigan?

2. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Are you providing the dates for her trip to Michigan?].

3. April 11, 2019, at 5:04 p.m.:

For Norris - there are many [discovery responses due] - but two that jump out are:
... 2. The dates of her Michigan trip.

4. April 12, 2019, at 7:19 a.m.:

Please also provide her [Monique Norris] verification page, bank records, and other information all long overdue.

Peter Pattakos, Esq.
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F. VERIFICATION PAGE FOR INTERROGATORY ANSWERS

Ms. Norris still has not produced her verification page, despite your representation it would be completed and served January 28, 2019. (See page 60 of her deposition). You have also ignored our reminders:

1. February 23, 2019 at 11:22 a.m.;

Also – reminder on Norris verification page which you said would be sent on 1/28.

2. February 23, 2019, at 7:26 p.m.;

You did not respond to the verification page from of Nor[ri]s, which you promised almost a month ago and that was due many months ago. I did not see propose[d] dates for the witnesses either.

3. February 24, 2019, at 9:00 a.m.;

Where is Norris verification page? It was due months ago.

4. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request: Where is Norris verification page? It was due months ago].

5. February 28, 2019, at 9:24 a.m.:

Where is Norris's verification page?

6. April 12, 2019, at 7:14 a.m.:

Please provide this, her verification page, and the other information we requested at her deposition.

7. April 12, 2019, at 7:16 a.m.

Repeat request, citing to February 26, 2019, and earlier requests for: Where is Norris verification page? It was due months ago.

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8. April 12, 2019, at 7:19 a.m.:

Please also provide her [Monique Norris] verification page, bank records, and other information all long overdue.

G. EMAILS FROM TWO SEPARATE EMAIL ACCOUNTS

We have asked for this information in written discovery and via *duces tecum* requests. Ms. Norris identified two email accounts. She should have emails with Oasis, Liberty Capital, and others. You have refused to produce any of that information.

1. January 6, 2019 Correspondence:

Monique Norris states all documents supporting her contention that KNR directed her to enter into a loan agreement with Liberty Capital ha[ve] already been produced. Please identify which documents you are referring to, as Monique Norris did not provide any such documents other than the Settlement Memorandum, which mentioned Liberty Capital. ... Also – Ms. Norris should be in possession of documents [e.g., emails] from Liberty Capital.

2. February 24, 2019, at 9:00 a.m.:

Are you producing the Norris emails – from both her accounts – regarding any communications with KNR, Liberty, Oasis, or with anyone about the accident or KNR’s representation of her (other than any privileged communications with non-KNR lawyers)?

3. February 26, 2019, at 9:15 a.m.:

[W]ould you take a few moments to respond to questions we have been asking for a long time. Some of these are rather simple - verification pages, simple confirmation on whether you will produce something to avoid court intervention, etc. [attaching request from February 24, 2019, for Norris emails].

4. February 28, 2019, at 9:24 a.m.:

You haven’t provided documents or discovery answers that are responsive.

Peter Pattakos, Esq.
April 13, 2019
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We truly hope you and your client reconsider your position on the above issues. Please feel free to give me a call if you wish to discuss. We have obviously attempted to resolve these discovery response deficiencies multiple times, and we are still willing to forego court intervention if the information is produced within a reasonable time frame, but we would have to have your assurance of the time frame and the production. Best regards.

Very truly yours,

/s/ Thomas P. Mannion

Thomas P. Mannion of
LEWIS BRISBOIS BISGAARD & SMITH LLP

cc: Joshua R. Cohen, Esq.
James Popson, Esq.
Bradley Barmen, Esq.
David M. Best, Esq.
Shaun Kedir, Esq.
Nathan Studeny, Esq.
Rachel Hazelet, Esq.

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

<p>MEMBER WILLIAMS et al.,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 2016-CV-09-3928</p> <p>Judge James A. Brogan</p> <p>Monique Norris's Responses to Defendant Nestico's Interrogatories, Requests for Admission, and Requests for Production of Documents</p>
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Monique Norris, by and through counsel, hereby responds to the above-referenced discovery requests as follows:

General Objections

1. Ms. Norris's specific objections to each interrogatory or request are in addition to the General Objections set forth in this section. These General Objections form a part of the response to each and every request and are set forth here to avoid duplication. The absence of a reference to a General Objection in each response to a particular request does not constitute a waiver of any General Objection with respect to that request. All responses are made subject to and without waiver of Ms. Norris's general and specific objections.

2. To the extent that Defendant's requests are inconsistent with each other, Ms. Norris objects to such requests.

3. To the extent that Defendant's requests exceed the scope of permissible inquiry under the Ohio Rules of Civil Procedure, Ms. Norris objects to such requests. To the extent that responses to such requests are provided herein, it is in an effort to expedite discovery in this action.

4. Ms. Norris objects to Defendants' requests to the extent that they are unreasonably burdensome, and to the extent they call upon Ms. Norris to investigate, collect and disclose information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. To the extent that responses to such requests are provided herein, it is in an effort to expedite discovery in this action.

5. Ms. Norris's responses and objections herein shall not waive or prejudice any objections Ms. Norris may later assert, including but not limited to objections as to competency, relevance, materiality or admissibility in subsequent proceedings or at the trial of this or any other action.

6. Ms. Norris objects to Defendant's requests to the extent they seek information or materials that are already within Defendant's possession, custody, or control, or that are equally available to him, on the grounds that such requests are unduly burdensome and oppressive.

7. Ms. Norris objects to Defendant's requests to the extent that they call upon Ms. Norris to produce information that is not in Ms. Norris's possession, custody, or control.

8. Ms. Norris objects to Defendant's requests to the extent they purport to seek any information immune from discovery because of the attorney-client privilege, the work-product doctrine, or any other applicable law, rule or privilege.

9. Ms. Norris objects to any request to the extent that it refers to or incorporates a previous request to which an objection has been made.

10. Ms. Norris objects to Defendant's requests to the extent they are vague or ambiguous.

11. Ms. Norris objects to Defendant's requests to the extent they seek information that is confidential and proprietary. Such information will be produced only in accordance with a duly entered protective order.

12. As discovery is ongoing, Ms. Norris reserves the right to supplement these responses.

INTERROGATORIES

**DEFENDANT ALBERTO NESTICO, ESQ.'S FIRST SET OF
INTERROGATORIES, REQUESTS FOR ADMISSIONS, AND REQUESTS FOR
PRODUCTION OF DOCUMENTS**

I. DISCOVERY CONCERNING PLAINTIFF'S REFERRAL TO KNR

REQUEST FOR ADMISSION NO. 1: Admit Plaintiff Monique Norris was not referred to KNR by a chiropractor.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 2: Admit Plaintiff Monique Norris was not referred to KNR by a medical service or health care provider.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 3: Admit Plaintiff Monique Norris did not obtain KNR's phone number from a chiropractor, physician, or other medical or health care provider.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 4: Admit Plaintiff Monique Norris did not obtain KNR's phone number from any of KNR's advertisements or promotional materials.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 5: Admit Plaintiff Monique Norris did not rely on any of KNR's advertisements or promotional materials in contacting KNR to represent her, including but not limited to those attached as Exhibit "D".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 6: Admit Plaintiff Monique Norris obtained KNR's phone number from her uncle (Mr. Baylor).

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 7: Admit Plaintiff Monique Norris was referred to KNR by her uncle (Mr. Baylor).

ANSWER: Deny. Ms. Norris was referred to KNR by her aunt, Carolyn Holsey.

REQUEST FOR ADMISSION NO. 8: Admit Plaintiff Monique Norris contacted KNR to discuss potential legal representation of her for injuries she sustained in a July 29, 2013, motor vehicle accident before KNR contacted her.

ANSWER: Admit.

INTERROGATORY NO. 1: If any of your answers to Request for Admissions Nos. 1 through 8 are anything but an unqualified admission, please identify the facts and evidence supporting your denial or qualified admission.

ANSWER: N/A.

REQUEST FOR PRODUCTION NO. 1: If any of the answers to Request for Admissions Nos. 1 through 8 are anything but an unqualified admission, please produce copies of all documents and evidence that forms the basis of or supports such denial or qualified admission.

RESPONSE: Ms. Norris is not aware of any responsive documents that exist.

REQUEST FOR PRODUCTION NO. 2: Produce copies of any chiropractic or legal advertising or promotional materials received in the week before, the day of, and/or the week after your July 29, 2013, motor vehicle accident.

RESPONSE: Ms. Norris does not possess any responsive documents.

REQUEST FOR PRODUCTION NO. 3: Please produce copies of all documents

relating to facts or evidence supporting your answer to Interrogatory No. 1.

RESPONSE: N/A.

II. DISCOVERY CONCERNING CONTINGENCY FEE AGREEMENT

REQUEST FOR ADMISSION NO. 9: Admit the Contingency Fee Agreement, attached hereto as Exhibit "A", is a true and accurate copy of the Contingency Fee Agreement entered into between Plaintiff Monique Norris and the law firm of Kisling, Nestico & Redick, LLC.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 10: Admit Plaintiff Monique Norris spoke with a KNR attorney on the telephone before meeting an investigator and/or KNR employee or attorney.

ANSWER: Ms. Norris admits that she spoke with someone representing himself to be a KNR attorney, who told her that he was sending an investigator to meet her at her cousin's home.

REQUEST FOR ADMISSION NO. 11: Admit during the call between Monique Norris and a KNR attorney on July 30, 2013, the KNR attorney advised Plaintiff Monique Norris of KNR's terms and conditions of legal representation.

ANSWER: Ms. Norris admits that this person spoke generally with her about a contingency fee arrangement but otherwise denies that any of the self-dealing alleged in the complaint was disclosed to her.

REQUEST FOR ADMISSION NO. 12: Admit Plaintiff Monique Norris never expressed any confusion or misunderstanding regarding the terms and conditions of the Contingency Fee Agreement to anyone at KNR at any time during KNR's representation of her.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 13: Admit Attorney Robert Horton explained the

terms and conditions of the Contingency Fee Agreement, attached hereto as Exhibit "A", to Plaintiff Monique Norris before she signed the Contingency Fee Agreement.

ANSWER: Ms. Norris admits that someone from KNR, probably Mr. Horton, briefly discussed the agreement with her before the investigator came to her home.

REQUEST FOR ADMISSION NO. 14: Admit Plaintiff Monique Norris signed the Contingency Fee Agreement, attached hereto as Exhibit "A".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 15: Admit KNR and/or Robert Horton, Esq. answered any questions of Plaintiff Monique Norris before she signed the Contingency Fee Agreement.

ANSWER: The investigator who came to Ms. Norris's home told her that he could not speak with her about her case unless and until she signed the agreement. Ms. Norris does not recall asking any questions about this.

REQUEST FOR ADMISSION NO. 16: Admit Plaintiff Monique Norris agreed to the terms and conditions of the Contingency Fee Agreement, attached hereto as Exhibit "A".

ANSWER: Admit that Ms. Norris signed the fee agreement, which speaks for itself.

REQUEST FOR ADMISSION NO. 17: Admit the Contingency Fee Agreement signed by Plaintiff Monique Norris, which is attached hereto as Exhibit "A", contained the following provision, term, and/or condition:

3) Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which may have been advanced by Attorneys in preparation for settlement and/or trial of Clients case. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SUCH ADVANCED EXPENSES.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 18: Admit Plaintiff Monique Norris did not express confusion regarding Paragraphs 3 of the Contingency Fee Agreement, attached hereto as Exhibit "A", before she signed the Contingency Fee Agreement or during her representation by KNR.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 19: Admit Plaintiff Monique Norris authorized Kisling, Nestico, & Redick, LLC to advance reasonable expenses in preparing her case for settlement.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 20: Admit Plaintiff Monique Norris authorized Kisling, Nestico & Redick, LLC to “deduct, from any proceeds recovered” any reasonable expenses advanced by Kisling, Nestico, & Redick, LLC in preparing her case for settlement.

ANSWER: Admit.

INTERROGATORY NO. 2: Please identify any facts, evidence, and/or witnesses supporting any denials or qualified admissions in your answers to Request for Admissions Nos. 9 through 20.

ANSWER: N/A.

INTERROGATORY NO. 3: Any communications you had with Attorneys Horton, Lindsey, Lubrani, Redick, Nestico, any other attorney at KNR, any employee of KNR, any investigator, or any other individual regarding the contingency fee agreement or the expenses of litigation from the date of your accident through your entire representation by KNR.

ANSWER: Objection. This interrogatory is unanswerable as written.

REQUEST FOR PRODUCTION NO. 4: If any of the answers to Request for Admissions Nos. 9 through 20 are anything but an unqualified admission, please produce copies of all documents and evidence that forms the basis of or supports such denial or qualified admission.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 5: Please produce copies of all documents relating to facts or evidence supporting your answer to Interrogatory No. 2.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 6: Please produce copies of all documents relating to facts or evidence supporting your answer to Interrogatory No. 3.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 7: Produce any and all documents that memorialize, refer to, reference, or otherwise relate to your conversations with any KNR attorneys or employees, any third-party investigators, or any other individuals regarding the terms and conditions of the Contingency Fee Agreement and/or KNR's legal representation of you.

RESPONSE: N/A.

III. DISCOVERY RE: PLAINTIFF'S INTERACTION WITH INVESTIGATOR

REQUEST FOR ADMISSION NO. 21: Admit KNR never employed Michael R. Simpson during the class period.

ANSWER: Ms. Norris admits that KNR and Simpson hold Simpson and the other investigators out to be independent contractors despite that they are functionally KNR employees.

REQUEST FOR ADMISSION NO. 22: Admit Michael R. Simpson never held himself out as an employee of KNR.

ANSWER: Deny. The investigator who came to Ms. Norris did not in any way indicate that he was not an employee of KNR and Ms. Norris had every reason to assume that he was.

REQUEST FOR ADMISSION NO. 23: Admit Michael R. Simpson was employed by MRS Investigations, Inc. at all times during KNR's representation of Plaintiff Monique Norris.

ANSWER: Ms. Norris admits that KNR and Simpson hold Simpson and the other investigators out to be independent contractors despite that they are functionally KNR employees.

REQUEST FOR ADMISSION NO. 24: Admit Michael R. Simpson and/or MRS Investigations, Inc. completed the following tasks associated with the case KNR was retained to represent Plaintiff Monique Norris:

- A. Obtained the police report;
- B. Reviewed the police report;
- C. Drove to and from the residence of Monique Norris to obtain items needed to support her lawsuit, including, but not limited to:
 1. obtaining Plaintiff's signature on medical authorization form(s);
 2. taking a photograph of the interior of Plaintiff's motor vehicle;
 3. taking a photographs of the exterior of Plaintiff's motor vehicle.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is unaware of MRS Investigations doing anything apart from coming to her house and obtaining her signature on KNR's agreements.

REQUEST FOR ADMISSION NO. 25: Admit that completion of the following activities are helpful in preparation for settlement of a personal injury motor vehicle accident on a behalf of an injured victim:

- A. Obtaining a copy of the police report;
- B. Reviewing the police report for the facts of the accident, witness identification, statements, and other information provided in the police report;
- C. Traveling to and from the residence of a client who is an accident victim to obtain items needed to support the client's lawsuit, including, but not limited to:
 1. obtaining the client's signature on medical authorization form(s);
 2. obtaining photographs of the client if visible injuries are present;
 3. obtaining a photograph of the Plaintiff's motor vehicle.

ANSWER: Ms. Norris is without sufficient information to admit or deny whether any of these tasks would be necessary or helpful in any given case but states that obtaining a copy of the police report and reviewing it, and presenting evidence of damage, are generally necessary tasks in a car accident case.

REQUEST FOR ADMISSION NO. 26: Admit the following:

- A. Admit Plaintiff has no evidence that KNR ever charged any client the Investigation Fee that KNR did not pay to the investigators.
- B. Admit Plaintiff cannot identify a single case in which KNR charged a client an Investigation Fee where no work was done by the investigators.

ANSWER:

- A. Admit.
- B. Deny. Member Williams was charged an investigation fee where no work was done by the investigators, and Norris would likely be able to identify many others if she had access to information about other KNR client files.

REQUEST FOR ADMISSION NO. 27: Admit the following:

- A. Admit none of the Defendants received any “kickback” or return of any portion of the \$50 fee KNR advanced to MRS Investigations, Inc. on behalf of Monique Norris.
- B. Admit you allege in Paragraph 6 of the Fourth Amended Complaint that:
 1. KNR charges their clients fees for so-called “investigations” that are never actually performed.
 2. KNR’s so-called “investigators” do nothing more than chase down car-accident victims at their homes and other locations to sign them to KNR fee agreements as quickly as possible, for the KNR Defendants’ exclusive benefit, to keep potential clients from signing with competitors.
- C. Admit KNR’s “investigators” did not “chase down” the following at their home or other locations, as alleged in Paragraph 6 of the Fourth Amended Complaint:
 1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.

- D. Admit the allegations of Paragraph 6 of Plaintiffs' Fourth Amended Complaint is not true for:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- E. Admit you alleged in Paragraph 102 of the Fourth Amended Complaint that "KNR aggressively pursued prospective clients" during the class period.
- F. Admit KNR did not "aggressively pursue" the following during the class period:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- G. Admit you gave permission to KNR to send an investigator to your home.
- H. Admit KNR did not charge Monique Norris for "having been solicited" as described in Paragraph 6 of the Fourth Amended Complaint, as Monique Norris requested KNR to represent her.
- I. Admit Monique Norris was not charged for having been solicited by an investigator.
- J. Obtaining a police report from the investigating police department is a different task than obtaining a signature on a fee agreement or obtaining copies of documents from a client or potential client.
- K. If Michael R. Simpson obtained the police report from the investigating police department, then the allegation that the "only task" Mr. Simpson "ever performed in connection with any KNR client's file" was traveling to obtain "signatures on fee agreements and, in some cases, to obtain copies of case-related documents from the potential client" is false.

- L. If MRS Investigations, Inc. obtained the police report from the investigating police department, then the allegation that the “only task” an investigator “ever performed in connection with any KNR client’s file” was traveling to obtain “signatures on fee agreements and, in some cases, to obtain copies of case-related documents from the potential client” is false.
- M. You cannot identify any facts or evidence to support her claims in Paragraph 110 of the Fourth Amended Complaint as it relates to Aaron Czetli, Michael R. Simpson, Chuck DeRemar, Gary Monto, Wesley Steele, or any other investigator from MRS Investigations, Inc., AMC Investigations, Inc. or any other investigation firm.
- N. The allegations contained in Paragraph 110 of the Fourth Amended Complaint are not true as it relates to the following during the class period:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- O. The allegations contained in Paragraph 111 of the Fourth Amended Complaint do not apply to MRS Investigations, Inc.’s or Michael R. Simpson’s work on your case.
- P. The allegations contained in Paragraph 111 of the Fourth Amended Complaint do not apply to MRS Investigations, Inc.’s or Michael R. Simpson’s work on Member Williams’ case.
- Q. Plaintiff Williams is unable to identify a single KNR client for which the allegations of Paragraph 111 of the Fourth Amended Complaint are accurate
- R. Admit you claim one of the common factual issues that predominate over individual issues for Class “A”: “in the majority of instances where the investigation fee was charged, the so-called ‘investigators’ never performed any task at all in connection with the client.” (See Paragraph 160, ii. of the Fourth Amended Complaint).
- S. Admit obtaining the police report for the motor vehicle accident in which KNR represented Plaintiff was a “task” in “connection with the client.”
- T. Admit if MRS Investigations, Inc., Michael Simpson, or another investigator for MRS Investigations, Inc. obtained the police report for the motor vehicle

accident in which KNR represented Plaintiff, then MRS Investigations, Inc. completed a “task” in “connection with the client.”

- U. Admit obtaining photographs of the interior and/or exterior of Monique Norris’s motor vehicle that was involved in the motor vehicle accident for which KNR represented her was a completion of a “task” in “connection with the client.”
- V. Admit you have no facts or evidence supporting your claim that an investigator “never performed any task at all in connection with the client” the “majority” of the time. (That is, you have no facts or evidence to support your claim that the number of times performed no task at all exceeded the times an investigator performed a task).
- W. Admit you have no evidence or facts to support your claim in Paragraph 160, v. that Defendants “never” obtained their clients’ consent for the investigation fee.
- X. Admit the Fourth Amended Complaint only identifies two types of Class “A” members:
 - 1. KNR clients charged an investigation charge even though the investigator never performed “any task at all” for the client’s case; and
 - 2.. KNR clients in which the only task the investigator performed was to travel to obtain the client’s signature on the contingency-fee agreement and/or to pick up documents form the client.
- Y. Admit Monique Norris does not fit the types of Class “A” members described in Request for Admission Nos. 27 X.1. or 27 X.2.
- Z. Admit Member Williams does not fit the types of Class “A” members described in Request for Admission Nos. 27 X.1. or 27 X.2..
- AA. Admit that if the investigation fee was an expense advanced by KNR or its attorneys in preparation for settlement and/or trial of your case, then you consented to that expense.
- BB. Admit in order to know whether a particular client authorized or consented to the investigation fee, you would need to talk with, interview, depose, or somehow learn: 1) each client’s memory (potential testimony) of the discussions with KNR concerning the contingency fee and consent for expenses; and 2) the memory (potential testimony) of every KNR attorney who discussed the contingency fee agreement and consent for expenses with KNR’s client.
- CC. Admit you were not present for any discussions between KNR attorneys and any other potential Class “A” class members, including any discussions relating to the contingency fee agreement and consent for expenses.
- DD. Admit you or someone on your behalf would need to “ask each and every” investigator what work that investigator performed on a potential Class “A”

member's case in order to know the amount of work done by an investigator on that KNR client's case.

- EE. Admit Robert Redick, Esq. never made any "false representations of fact" to Monique Norris about what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- FF. Admit Alberto Nestico, Esq. never made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- GG. Admit Robert Horton, Esq. never made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- HH. Admit no attorney, employee, or representative of KNR, Nestico, or Redick made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- II. Admit the following never "concealed facts" from Plaintiff Monique Norris concerning the investigation fees as alleged in Paragraph 169 of the Fourth Amended Complaint.
1. Robert Redick, Esq.
 2. Alberto Nestico, Esq.
 3. Robert Horton, Esq.
 4. Any other attorney, employee or representative of KNR, Redick, or Nestico.
- JJ. Admit the following never had any communications with and never concealed any facts from Monique Norris regarding the investigation fees "with the intent of misleading" Monique Norris. (See allegations of Paragraph 171 of the Plaintiffs' Fourth Amended Complaint).
1. Robert Redick, Esq.
 2. Alberto Nestico, Esq.
 3. Robert Horton, Esq.
 4. Any other attorney, employee or representative of KNR, Redick, or Nestico.

ANSWER:

- A. Ms. Norris doesn't know what MRS did with her \$50 and is thus unable to admit or deny this request.
- B.
1. Admit.
 2. Admit.
- C. Deny as to Williams, Wright, Reid, and "any other former client." Admit as to Norris and Johnson.
- D. Plaintiffs deny that the allegations of Paragraph 6 are "not true." Whether the named plaintiffs were so treated is a separate question. See answer to subpart C., above.
- E. Admit.
- F. Deny.
- G. Admit, though Ms. Norris did not believe this "investigator" was anything but an employee of KNR.
- H. Deny.
- I. Deny.
- J. Admit.
- K. Admit.
- L. Admit.
- M. Deny.
- N. Deny.
- O. Admit.
- P. Objection to serving discovery requests as to Member Williams' case on Ms. Norris.
- Q. Deny. *See* Member Williams.
- R. Admit.
- S. Norris does not know whether the investigator actually obtained the police report so is without information to sufficiently admit or deny this request.

T. Admit.

U. Norris does not know whether the investigator actually obtained any such photographs so is without information to sufficiently admit or deny this request.

V. Deny.

W. Deny.

X. Deny. *See* Paragraph 158(A) of the Fourth Amended Complaint.

Y. Deny.

Z. Deny.

AA. Deny.

BB. Objection. The terms “authorized” or “consented” are vague in this context. It is impossible to “consent” or “authorize” the unlawful and fraudulent double-charge that the investigation fee represents.

CC. Admit.

DD. Deny.

EE. Deny. Redick’s culpability for fraud on the investigation fee claim lies in the fact that he concealed the true nature of the fee—that it was for normal overhead expenses that any firm would have to incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

FF. Deny. Nestico’s culpability for fraud on the investigation fee claim lies in the fact that he concealed the true nature of the fee—that it was for normal overhead expenses that any firm would have to incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

GG. Deny. Horton, at Nestico’s and Redick’s instruction, concealed the true nature of the fee—that it was for normal overhead expenses that any firm would have to

incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

HH. Deny. See answers to subparts EE. and FF. above.

II.

1. Deny.
2. Deny.
3. Deny.
4. Deny. See the responses to subparts EE through GG, above.

JJ.

1. Deny.
2. Deny.
3. Deny.
4. Deny. See the responses to subparts EE through GG, above.

REQUEST FOR ADMISSION NO. 28: Admit the following activities had “value” to the preparation of Plaintiff Monique Norris’s case for settlement:

- A. Obtaining the police report;
- B. Reviewing the police report;
- C. Traveling to and from the residence of Monique Norris to obtain items needed to support her lawsuit, including, but not limited to:
 1. obtaining Plaintiff’s signature on medical authorization form(s);
 2. taking a photograph of the interior of Plaintiff’s motor vehicle;
 3. taking a photographs of the exterior of Plaintiff’s motor vehicle.

ANSWER: Deny as to subpart C. 1, as Ms. Norris could have provided the signed agreements to KNR herself. Ms. Norris cannot admit or deny this request as to any of the other subparts because she has no knowledge that the investigator actually performed any of these tasks.

INTERROGATORY NO. 4: Please identify the monetary or dollar value of the activities

performed by Michael R. Simpson and/or MRS Investigations, Inc. as it relates to Plaintiff Monique Norris's case.

ANSWER: Object. Ms. Norris does not know what "activities" were performed by MRS or Simpson apart from obtaining her signature on fee agreements, which has no value to Ms. Norris.

INTERROGATORY NO. 5: If your answer to any of Request for Admissions Nos. 21 through 28 are anything but an unqualified admission, please identify the facts, evidence, and witnesses supporting such denial or qualified admission.

ANSWER: The above denials relate mostly to the fact that the investigators are not actually investigators, and perform administrative functions that any law firm would have to perform to represent a client, charges for which are properly subsumed in the firm's overhead expenses, or the firm's expenses in soliciting clients, which are in no event properly charged to a client. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985). Additionally, Request for Admission No. 27 contained more than 65 subparts, thus, this interrogatory alone would exceed the number of interrogatories permitted by the Civil and Local Rules even if it were otherwise proper.

REQUEST FOR PRODUCTION NO. 8: Please produce copies of any documents supporting your Answers to Request for Admissions 21 through 28, Interrogatory No 4, and Interrogatory No. 5.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

IV. DISCOVERY CONCERNING DECISION OF PLAINTIFF MONIQUE

**MORRIS TO TAKE A LOAN (NON-RECOURSE CIVIL LITIGATION
ADVANCE AGREEMENT) WITH LIBERTY CAPITAL**

REQUEST FOR ADMISSION NO. 29: Admit Monique Norris never discussed a loan with KNR or any of its attorneys or employees from July 30, 2013, through October 28, 2013.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 30: Admit Plaintiff Monique Norris requested information concerning how to obtain a loan when she talked with KNR on October 29, 2013.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 31: Admit KNR never provided Plaintiff Monique Norris any loan contact information prior to the time she called KNR requesting loan information.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 32: Admit that Jenna Sanzone or another KNR employee, in response to Plaintiff Monique Norris's request for information concerning a loan, provided Plaintiff Monique Norris with phone numbers for two separate loan companies, Liberty Capital and Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 33: Admit KNR did not direct Plaintiff Monique Norris to obtain a loan with Liberty Capital.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 34: Admit KNR did not suggest to Plaintiff Monique Norris a preference that she obtain a loan with Liberty Capital rather than with Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 35: Admit Plaintiff Monique Norris called both Oasis Financial and Liberty Capital regarding a loan or funding.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 36: Admit Plaintiff Monique Norris called Oasis Financial “looking for funding” or for a loan before she entered into an agreement with Liberty Capital.

ANSWER: Deny. See response to Interrogatory No. 6, below.

INTERROGATORY NO. 6: Please identify the facts and evidence to support your allegations in the Fourth Amended Complaint that KNR “recommended” or “directed” Monique Norris to take out a loan with Liberty Capital, including the following:

- A. The identity of the KNR employee or attorney making the recommendation or direction.
- B. The precise nature of the recommendation or direction (i.e., what was communicated to Plaintiff by the person identified in Request for Admission 36. A. above that constitutes a “recommendation to take a loan with Liberty Capital” or supports contention the Defendants “directed” Plaintiff to take out a loan with Liberty Capital).
- C. The date of the recommendation or direction.
- D. The identity of any witnesses to the recommendation or direction.

ANSWER: Ms. Norris never asked for a loan. At some point prior to late-October she informed a KNR attorney that she wanted her case to be resolved quickly. At that point the KNR attorney, presumably Mr. Horton, said that she could obtain part of her settlement early if she came to the office to execute some paperwork, which was apparently the Liberty Capital loan agreement. Ms. Norris does not recall who if anyone witnessed these events but presumably some KNR administrators were aware of them.

REQUEST FOR ADMISSION NO. 37: Please admit the following:

- A. Admit the only KNR attorney you discussed your Liberty Capital loan with was Robert Horton.

- B. Admit Nestico did not direct you to take a loan with any company.
- C. Admit Nestico did not recommend you take a loan with any company.
- D. Admit Nestico never even discussed a loan with you.
- E. Admit Nestico did not engage in “self-dealing” with your loan with Liberty Capital.
- F. Admit Redick did not direct you to take a loan with any company.
- G. Admit Redick did not recommend you take a loan with any company.
- H. Admit Redick never even discussed a loan with you.
- I. Admit Redick did not engage in “self-dealing” with your loan with Liberty Capital.
- J. Admit Attorney Robert Horton never recommended you take a loan with Liberty Capital.
- K. Admit Attorney Robert Horton never directed you to take a loan with Liberty Capital.
- L. Admit Attorney Robert Horton did not engage in “self-dealing” with your loan with Liberty Capital.
- M. Admit no one at KNR recommended you take a loan.
- N. Admit no one at KNR directed you to take a loan.
- O. Admit neither KNR nor its employees or attorneys recommended you take a loan with Liberty Capital.
- P. Admit no one at KNR participated in “self-dealing” as it relates to Plaintiff’s loan with Liberty Capital.

ANSWER:

- A. Ms. Norris denies that she ever discussed a Liberty Capital loan with anyone.
- B. Deny, to the extent that Nestico is responsible for KNR’s recommendation of the Liberty Capital loan to Ms. Norris.
- C. Deny, to the extent that Nestico is responsible for KNR’s recommendation of the Liberty Capital loan to Ms. Norris.
- D. Admit.

E. Deny.

F. Deny, to the extent that Redick is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

G. Deny, to the extent that Redick is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

H. Admit.

I. Deny.

J. Admit.

K. Deny.

L. Admit, to the extent that Horton was following the orders of his superiors.

M. Admit.

N. Deny.

O. Admit.

P. Deny.

REQUEST FOR ADMISSION NO. 38: Admit when Plaintiff Monique Norris called Liberty Capital on October 29, 2013, no KNR attorneys or employees were parties to the conversation.

ANSWER: Ms. Norris does not recall speaking on the phone or otherwise with any representative of Liberty Capital at any time and thus cannot admit or deny this request.

REQUEST FOR ADMISSION NO. 39: Admit a copy of an Affidavit from Attorney Robert Horton was filed in this case on November 21, 2017.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 40: Admit a copy of attached Exhibit "B", the signed, sworn Affidavit of Attorney Robert Horton, was provided to Attorney Pattakos on or about October 16, 2017, at a Status Conference before Judge Breaux in Case No. CV-

2016-09-3928.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 41: Admit a copy of the attached Exhibit “B”, the signed, sworn Affidavit of Attorney Robert Horton, was filed in this case on November 21, 2017.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 42: Admit the Affidavit of Attorney Robert Horton, attached hereto as Exhibit “B” included the following sworn testimony:

34. I am not aware of any “quid pro quo” relationship between Liberty Capital Funding, LLC and KNR, its owners, or its employees. I discouraged KNR clients to obtain such loans.
35. I never demanded any clients borrow from Liberty Capital Funding, LLC (hereinafter “Liberty Capital”). While some of my clients borrowed from Liberty Capital, such transaction was only completed after I counseled the client against entering into the loan agreement.

ANSWER: Admit.

REQUEST FOR ADMISSION 43: Admit Attorney Robert Horton advised you against obtaining a loan with Liberty Capital prior to the time you entered into the loan.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 44: Admit Attorney Robert Horton attempted to discourage you from taking a loan with Liberty Capital prior to the time you entered into the loan.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 45: Admit Attorney Robert Horton never demanded, directed, or recommended that take a loan with Liberty Capital or any other loan company.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 46: Admit Attorney Robert Horton counseled you against entering into a loan agreement.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 47: Admit Attorney Robert Horton did not engage in “self-dealing” regarding that loan as alleged in the Fourth Amended Complaint.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 48: In the Fourth Amended Complaint, Plaintiff Monique Norris alleges the KNR Defendants had a “blanket policy directing all KNR clients to take out loans with Liberty Capital .. as opposed to any of a number of established financing companies that existed at the time.” Admit this claim is not true as it relates to Plaintiff Monique Norris, as KNR did not direct her to take out a loan with Liberty Capital “as opposed to” any other “established financing companies that existed at the time.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 49: Admit Oasis Financial was an established financing company that existed on October 29, 2013.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request but is not aware of any information suggesting that Oasis was not an established financing company that existed on October 29, 2013.

REQUEST FOR ADMISSION NO. 50: Admit KNR provided Plaintiff Monique Norris the contact information for Oasis Financial on October 29, 2013.

ANSWER: Ms. Norris has no memory of this but cannot say for certain that it did not happen and thus is without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 51: Admit KNR did not recommend or direct Plaintiff Monique Norris to take out a loan with Liberty Capital rather than Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 52: Admit KNR did not express to Plaintiff Monique Norris a preference between Liberty Capital and Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 53: Admit Plaintiff Monique Norris voluntarily chose to take a loan with Liberty Capital rather than Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 54: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Liberty Capital.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 55: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Oasis Financial.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 56: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Liberty Capital after she asked KNR about a loan.

ANSWER: Ms. Norris denies that she ever asked KNR about a loan but admits that KNR would have been permitted to give her contact information for a loan company, as a general matter and notwithstanding their duty to avoid self-dealing, whether or not she had so asked.

REQUEST FOR ADMISSION NO. 57: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Oasis Financial after she asked KNR about a loan.

ANSWER: Ms. Norris denies that she ever asked KNR about a loan but admits that KNR would have been permitted to give her contact information for a loan company, as a general matter and notwithstanding their duty to avoid self-dealing, whether or not she had so asked.

REQUEST FOR ADMISSION NO. 58: Admit neither KNR nor any of its employees or attorneys provided Plaintiff Monique Norris any contact information for Liberty Capital,

Oasis Financial, or any other loan company prior to the time she asked about a loan.

ANSWER: Ms. Norris denies that she ever asked about a loan. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 59: Admit Defendants did not recommend to Plaintiff Monique Norris that she obtain a loan with Liberty Capital as alleged in Paragraph 160 C. i. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 60: Admit Defendants did not receive any kickback payments for the loan transaction between Liberty Capital and Plaintiff Monique Norris, as alleged in Paragraph 160 C. ii. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 61: Admit Plaintiff Monique Norris never saw Exhibit "A" to the Fourth Amended Complaint (a copy of which is attached hereto as Exhibit "D"), or any other similar advertisements or promotional material from KNR, before she entered into the agreement with Liberty Capital, a copy of which attached hereto as Exhibit "F".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 62: Admit Plaintiff Monique Norris did not rely on the materials attached as Exhibit "A" to the Fourth Amended Complaint (a copy of which is attached hereto as Exhibit "D"), or any other similar advertisements or promotional material from KNR, in deciding to enter into the agreement with Liberty Capital.

ANSWER: Admit.

INTERROGATORY NO. 7: If your answer to any of Request for Admissions Nos. 29 through 62 are anything but an unqualified admission, please identify the facts, evidence, and witnesses supporting such denial or qualified admission.

ANSWER: *See* Response to Interrogatory No. 6, above, and also note that the known details of KNR's unlawful relationship with Liberty Capital have been set forth in detail in the complaint and other pleadings. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 9: Produce copies of all documents supporting your Answer to Interrogatory No. 6.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

REQUEST FOR PRODUCTION NO. 10: Produce copies of all documents supporting your Answer to Interrogatory No. 7.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

REQUEST FOR PRODUCTION NO. 11: Produce copies of all documents supporting your answers to Requests for Admissions Nos. 29 through 62.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

REQUEST FOR PRODUCTION NO. 12: Produce copies of all documents supporting your allegation that KNR or any of its attorneys or employees "recommended" or "directed" Plaintiff Monique Norris to enter into a loan agreement, or any agreement, with Liberty Capital.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

REQUEST FOR PRODUCTION NO. 13: Produce copies of all documents relating to your loan with Liberty Capital and/or your attempts to obtain a loan with any other company during KNR's representation of you.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

**V. DISCOVERY CONCERNING ROBERT HORTON'S
ACKNOWLEDGMENT HE DID NOT ENDORSE OR RECOMMEND
THE NON-RECOURSE CIVIL LITIGATION ADVANCE AGREEMENT
(REFERRED TO BY PLAINTIFF MONIQUE NORRIS AS THE
LIBERTY CAPITAL LOAN)**

REQUEST FOR ADMISSION NO. 63: In the Plaintiffs' Fourth Amended Complaint, Plaintiff Monique Norris alleges a KNR attorney made the following representation on her loan agreement with Liberty Capital: "I am not endorsing or recommending this transaction." Admit the "KNR attorney" you are referring to in Paragraph 144 of Plaintiffs' Fourth Amended Complaint is Attorney Robert Horton, as it relates to your case.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 64: Admit the agreement between Monique Norris and Liberty Capital contained the following signed acknowledgment from Attorney Robert Horton of KNR (see Exhibit "F").

While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 65: Admit Attorney Robert Horton was truthful in the following representation he made on Exhibit "F":

While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 66: Admit you initialed page 8 of attached Exhibit "F" after Robert Horton signed page 8 of Exhibit "F".

ANSWER: Ms. Norris is without sufficient memory of these events to either admit or deny this request.

REQUEST FOR ADMISSION NO. 67: Admit you read page 8 of attached Exhibit “F” before you initialized it.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys’ advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 68: Admit your initial on page 8 of attached Exhibit “F” was an acknowledgment by you that Robert Horton did not endorse or recommend the transaction between you and Liberty Capital.

ANSWER: Deny.

INTERROGATORY NO. 8: If any of your answers to Requests for Admission Nos. 63 through 68 are anything but an unqualified admission, please identify the facts, evidence, basis, and witnesses supporting such denial or qualified admission.

ANSWER: *See* Answers to RFAs 63 to 68, above, where facts, evidence, and bases for each denial are identified. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 14: Produce copies of any all documents supporting your Answers to Requests for Admissions Nos. 63 through 68.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

REQUEST FOR PRODUCTION NO. 15: Produce copies of any all documents

supporting your Answer to Interrogatory No. 8.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

VI. NON-RECOURSE CIVIL LITIGATION ADVANCE AGREEMENT (REFERRED TO BY PLAINTIFF MONIQUE NORRIS AS THE LIBERTY CAPITAL LOAN)

REQUEST FOR ADMISSION NO. 69: Admit the first sentence of the entire Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit "F", states as follows:

My name is Monique Norris and I reside at 1362 Doty Dr, Akron, OH 44306. I am entering into this non-recourse civil litigation advance agreement ("Agreement") with Liberty Capital Funding LLC ("Company") as of 10/30/2013.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 70: Admit the first sentence of the entire Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit "F", states the agreement is between Monique Norris and Liberty Capital Funding LLC., not between Monique Norris and KNR and not between Liberty Capital and KNR.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 71: Admit Plaintiff Monique Norris read the Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit "F", before initialing every page of the document.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys' advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 72: Admit the initials below appear on Exhibit "F" and are the initials of Monique Norris and were made by Monique Norris:


MN

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 73: Admit the initials of Monique Norris at the bottom of each page of Exhibit "F" is an acknowledgment Monique Norris read and agreed to the terms and conditions on that page.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the initials to be such an acknowledgement but she denies that she ever so acknowledged these terms or conditions herself. *See also* response to RFA No. 71 above.

REQUEST FOR ADMISSION NO. 74: Admit the signature below, which is contained at the bottom of page 7 of Exhibit "F", was made by Plaintiff Monique Morris:


Monique Norris (Oct 30, 2013)
Seller

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 75: Admit Plaintiff Monique Norris's signature at the bottom of page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged her agreement to the terms and conditions of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged these terms or conditions herself. *See also* response to RFA No. 71 above.

REQUEST FOR ADMISSION NO. 76: Admit the following was placed in bold and all uppercase letters directly above the area on the Non-Recourse Litigation Advance Agreement signed by Plaintiff Monique Norris, a copy of which is attached hereto as Exhibit "F".

DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL ADVICE REGARDING THIS TRANSACTION

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 77: Admit Plaintiff Monique Norris read the Non-Recourse Litigation Advance Agreement completely before signing the contract.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys' advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 78: Admit Plaintiff Monique Norris was told in the Non-Recourse Litigation, in bold, uppercase letter: **DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY.**"

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 79: Admit Attorney Robert Horton provided you no tax or financial advice regarding the Non-Recourse Litigation agreement.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 80: Admit you were advised to obtain the advice of an attorney before you signed the contract and you chose not to seek such advice.

ANSWER: Deny. *See* response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 81: Admit Robert Horton advised you against taking a loan with Liberty Capital or any other lending agency.

ANSWER: Deny. *See* response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 82: Admit Robert Horton did not direct you to take a loan with Liberty Capital.

ANSWER: Deny. *See* response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 83: Admit Page 1, Paragraph 2 of the Non-Recourse Litigation Advance Agreement provided the following term and/or condition:

2. I assign to Company an interest in the proceeds from my Legal Claim (defined below) equal to the funded amount of \$500.00 plus all other fees and costs to be paid out of the proceeds of my legal claim. I understand that the amount I owe at the end of the first six month interval shall be based upon the amount funded plus the displayed annual percentage rate of return (APRR) charge plus the below listed fees. Each six month interval thereafter shall be computed by taking prior six month balance owed and accessing the displayed six month APRR charge to that total (semi-annual compounding) plus the below listed fees. This shall continue for thirty-six months or until the full amount has been repaid.

MANDATORY DISCLOSURE STATEMENT

2. Total amount of funding received by consumer \$500.00

3. Itemized fees:

Processing	\$50.00
Delivery	\$75.00
Fee Total:	\$125.00

4. Total amount to be repaid by consumer - (plus itemized fees)
*(you will actually pay 24.5% based upon a 49.00% APRR with semi-annual compounding)

if at 6 months: Must be paid by 4/30/2014	\$778.13
if at 12 months: Must be paid by 10/30/2014	\$968.77
if at 18 months: Must be paid by 4/30/2015	\$1,206.11
if at 24 months: Must be paid by 10/30/2015	\$1,501.61
if at 30 months: Must be paid by 4/30/2016	\$1,869.51
if at 36 months: Must be paid by 10/30/2016	\$2,327.53

*The "if at 6 months" payment means any payment I make between the day after I get the money and 6 months from that date. The "if at 12 months" payment means any payment I make between the 6 months date and the 12 month date. This is how all the payment dates are calculated.

Seller Initials 

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 84: Admit that Plaintiff Monique Norris settled her case after "if at 6 months" date (April 30, 2014).

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 85: Admit that Plaintiff Monique Norris settled her case before the "if at 12 months date" (October 30, 2014).

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 86: Admit that pursuant to Page 1, Paragraph 2 of the Non-Recourse Litigation Advance Agreement, "if at 12 months date" (October 30, 2014) means any payment made by or on behalf of Monique Norris to Liberty Capital for

repayment of the loan between May 1, 2014, and October 30, 2014.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 87: Admit \$968.88 was the total amount to be paid by Monique Norris to Liberty Capital if paid between May 1, 2014, and October 30, 2014.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 88: Admit at the time of her settlement, which was after April 30, 2014, Monique Norris owed Liberty Capital \$968.77 per the terms and conditions of the Non-Recourse Litigation Advance Agreement, attached as Exhibit "F".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 89: Admit that Liberty Capital initially requested \$968.76 as repayment of Monique Norris's responsibility to Liberty Capital under the Non-Recourse Litigation Advance Agreement.

ANSWER: Ms. Norris was not privy to KNR's communications with Liberty Capital and is thus without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 90: Admit Attorney Rob Horton requested Liberty Capital consider discounting the amount owed by Plaintiff Monique Morris to \$800.00.

ANSWER: Ms. Norris was not privy to KNR's communications with Liberty Capital and is thus without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 91: Admit Liberty Capital agreed to Attorney Rob Horton's request and discounted the amount owed to them by Monique Norris to \$800.00.

ANSWER: Ms. Norris was not privy to KNR's communications with Liberty Capital and is thus without sufficient information to admit or deny this request, though it does appear from her settlement memorandum that \$800.00 was the amount ultimately deducted from her settlement to pay Liberty Capital.

REQUEST FOR ADMISSION NO. 92: Admit Liberty Capital discounted the amount

owed by Monique Norris to fully repay her obligations to Liberty Capital by \$168.76.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 93: Admit Liberty Capital discounted the amount owed by Monique Norris as full repayment of her obligations to it by approximately 17.4%.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 94: Admit Page 3, Paragraph 16 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

REPRESENTATIONS AND WARNINGS

16. Company has explained to me that the cost of this transaction may be more expensive than traditional funding sources such as a bank, credit card, finance company or obtaining money from a friend or relatives.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 95: Admit Liberty Capital explained to Monique Norris that the cost of her transaction with Liberty Capital may be more expensive than traditional funding sources such as a bank, credit card, finance company or obtaining money from a friend or relatives.

ANSWER: Deny. *See* response to Interrogatory No. 6 and RFA No. 71 above.

REQUEST FOR ADMISSION NO. 96: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 16 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 97: Admit Page 3, Paragraph 17 of the Non-Recourse Civil Litigation Advance Agreement, in the second paragraph under a heading in

bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

17. I acknowledge that my attorney has not offered any tax or financial advice. My attorney has made no recommendations regarding this transaction other than the appropriate statutory disclosures.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 98: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 17 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 99: Admit Page 3, Paragraph 18 of the Non-Recourse Civil Litigation Advance Agreement contained the following term, condition, representation, and/or warning:

18. Company has advised me to consult a lawyer of my own choosing before signing this Agreement. I have either received such legal advice or knowingly choose not to.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 100: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 18 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 101: Admit Page 3, Paragraph 19 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term,

condition, representation, and/or warning:

19. Company has advised me to consult a financial or tax professional of my own choosing before proceeding with this transaction. I have either received such professional advice or knowingly choose not to.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 102: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 19 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 103: Admit Page 3, Paragraph 20 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

20. Because Company is taking a significant and genuine risk in giving me this funding, I understand that they expect to make a profit. However, Company will be paid only from the proceeds of my Legal Claim, and agrees not to seek money from me directly if my Legal Claim is not successful.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 104: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 20 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 105: Admit Page 4, Paragraph 21 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase

letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

21. I have every intension of pursuing my legal claim to its conclusion. I understand that if I decide not to pursue the Legal Claim, I must notify Company by writing, email or fax within FIVE (5) BUSINESS DAYS of that decision.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 106: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 21 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 107: Admit Page 4, Paragraph 28 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

28. This is a non-recourse funding and is not a loan, but if a Court of competent jurisdiction determines that it is a loan, then I agree that interest shall accrue at the maximum rate permitted by law or the terms of this agreement, whichever is less.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 108: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 28 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 109: Admit Page 5, Paragraph 30 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase

letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

30. Company has fully explained to me the contents of this Agreement and all of its principal terms, and answered all questions that I had about this transaction. This was done in English or French or Spanish (*when appropriate*), the language I speak best.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 110: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 30 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 111: Admit Page 6, Paragraph 37 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

CONSUMER'S RIGHT TO CANCELLATION:

37. YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM COMPANY.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 112: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 37 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 113: Admit Plaintiff Monique Norris never

expressed any confusion as to the terms and conditions of the loan documents attached as Exhibit "F" to anyone before signing them.

ANSWER: Admit.

INTERROGATORY NO. 9: If any of your answers to Request for Admissions Nos. Request 69 through 113 are anything but an unqualified admission, please identify the facts and evidence supporting such qualified admission or denial.

ANSWER: *See* Answers to RFAs 63 to 68, above, where facts, evidence, and bases for each denial are identified. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 10: Please identify all communication between Plaintiff Monique Norris and any individual, loan company, loan officer, or any other individual or entity from whom Plaintiff Monique Norris sought information concerning obtaining a loan from July 30, 2013, through May 25, 2014, including the date, name of individual and/or entity, any witnesses to such communication, and the substance of the communication. (This includes, but is not limited to any requests for loans from relatives, friends, KNR attorneys or employees, Liberty Capital, Oasis, Preferred Capital, any other loan companies, Ciro Cerrato, or any other individuals or entities).

ANSWER: The communication described in her response to Interrogatory No. 6, above, is the only communication Ms. Norris has any memory of regarding this loan.

REQUEST FOR PRODUCTION NO. 16: If any of your answers to Request for

Admissions Nos. 69 through 113 are anything but an unqualified admission, please produce all documents supporting such denials or unqualified admissions.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 17: Produce copies of all documents that support your answer to Interrogatory No. 9.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 18: Produce copies of all documents that support your answer to Interrogatory No. 10.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

VII. DISCOVERY CONCERNING ALLEGATIONS OF SELF-DEALING AND KICKBACKS CONCERNING LIBERTY CAPITAL LOAN

INTERROGATORY NO. 11: Identify all facts and evidence that support your claim Defendants received "kickbacks in the form of referrals and other benefits in exchange for referring cases to the chiropractors", as alleged in Paragraph 160 B. vi. of the Fourth Amended Complaint.

ANSWER: Please refer to the detailed allegations set forth in the Fifth Amended Complaint which contains extensive quotes from KNR's own documents that constitute evidence of the quid pro quo relationship. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 12: Identify all "kickbacks" KNR, Nestico, Redick, or any KNR employee or attorney received a "kickback", payment, incentive, reward, quid pro quo, or any monetary benefit from Liberty Capital as it relates to Plaintiff Monique Norris's

loan with Liberty Capital.

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR's dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR's referrals.

INTERROGATORY NO. 13: Identify the facts, evidence, basis, and witnesses that support your claim in Paragraph 7 of the Fourth Amended Complaint that "Liberty Capital provided unlawful kickback payments to the KNR Defendants for every client that KNR referred for a loan."

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR's dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR's referrals. Ms. Norris also refers to the detailed allegations set forth in the Fifth Amended Complaint and reasserts her objection regarding contention interrogatories.

INTERROGATORY NO. 14: Identify the facts and evidence that support your claim in Paragraph 132 of the Fourth Amended Complaint that KNR was "engaging in self-dealing regarding these loans."

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR's dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR's referrals. Ms. Norris also refers to the detailed allegations set forth in the Fifth Amended Complaint and reasserts her objection regarding contention interrogatories.

REQUEST FOR ADMISSION NO. 114: Admit Defendants did not have a financial

interest in the loan between Plaintiff Monique Norris and Liberty Capital, as alleged in Paragraph 160 C. iii. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 115: Admit Defendant KNR, through attorney Robert Horton, considered whether the loan between Liberty Capital and Plaintiff Monique Norris was in her best interests and encouraged her to not enter into the loan and to consider other possible sources of funds, contrary to the allegations in Paragraph 160 C. iv. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 116: Admit Plaintiff Monique Norris did not discuss a loan with KNR or any of its attorneys or employees from July 30, 2013, through October 22, 2013.

ANSWER: Admit.

INTERROGATORY NO. 15: If any of your answers to Request for Admissions Nos. 114 through 116 are anything but an unqualified admission, please identify the facts, evidence, basis, and witnesses that support such qualified admission or denial.

ANSWER: . *See* response to Interrogatory No. 6 and RFA No. 71 above. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 19: Produce copies of any all documents supporting your answers to Interrogatory Nos. 11 through 15.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 20: Produce copies of any all documents supporting your answers to Requests for Admissions Nos. 114 through 116.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

VIII. DISCOVERY CONCERNING CLIENT SATISFACTION SURVEY

REQUEST FOR ADMISSION NO. 117: Admit attached Exhibit "E" is a true and accurate copy of the Client Satisfaction Survey completed by Monique Norris regarding KNR's representation of her.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 118: Admit KNR timely returned your phone calls.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 119: Admit the staff was always caring and concerned.

ANSWER: Ms. Norris admits that this was her impression when she filled out the survey but is without sufficient information to say whether or not this was true.

REQUEST FOR ADMISSION NO. 120: Admit when asked "How would you rate your overall satisfaction with us", you indicated the second highest of five choices, "Somewhat Satisfied."

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 121: Admit when asked "How likely is it that you would recommend us to a friend or family members?" you gave us the second highest rating out of five choices: Somewhat Likely.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 122: Admit your case progressed in a timely manner.

ANSWER: Ms. Norris admits that this was her impression when she filled out the survey

but is without sufficient information to say whether or not this was true.

REQUEST FOR ADMISSION NO. 123: Admit you were satisfied with you medical care.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 124: Admit on attached Exhibit “E” you indicated you were satisfied with your medical care.

ANSWER: Admit.

INTERROGATORY NO. 16: If any of your answers to Requests for Admission Nos. 117 through 124 are anything but an unqualified admission, please identify the facts and evidence that support such qualified admission or denial.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 21: Produce copies of any and all documents supporting your answer to Interrogatory No. 16.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

REQUEST FOR PRODUCTION NO. 22: Produce copies of any and all documents supporting your answer to Request for Admission Nos. 117 through 124.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

IX. DISCOVERY CONCERNING CLASS “B” and “D”

REQUEST FOR ADMISSION NO. 125: Admit you included no allegations against KNR,

Redick, or Nestico in the Class "D" allegations.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 126: Admit the following:

- A. Admit Defendant Sam Ghoubrial, M.D. did not have a physician-patient relationship with Plaintiff Monique Norris.
- B. Admit Defendant Sam Ghoubrial, M.D. did not provide medical treatment to Plaintiff Monique Norris at any time.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 127: Admit Defendant Sam Ghoubrial, M.D. did not prescribe a TENS unit to Plaintiff Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 128: Admit Plaintiff Monique Norris was treated by Richard H. Gunning, M.D.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 129: Admit Richard H. Gunning, M.D. prescribed the TENS unit for Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 130: Admit peer-reviewed medical research supports the effectiveness of a TENS unit (electrical-nerve-stimulation device) for treating pain from car accidents.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 131: Admit KNR did not deduct \$500.00 from the settlement of Monique Norris for payment of a TENS unit.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 132: Admit Sam Ghoubrial, M.D. appears nowhere on Plaintiff's Settlement Memorandum (Exhibit "C").

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 133: Admit KNR deducted nothing from the settlement proceeds of Monique Norris for any charges by Sam Ghoubril, M.D.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 134: Admit the Clearwater Billing Services, LLC bill for treatment of Monique Norris was \$850.00. (This does not include the \$50.00 bill for the cost of medical records and/or radiological film from Clearwater Billing Services, LLC).

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 135: Admit only \$600.00, not \$850.00, was deducted from the settlement proceeds of Monique Norris for payment to Clearwater Billing Services, LLC for medical treatment to Ms. Norris.

ANSWER: Admit, to the extent the settlement memorandum is accurate.

REQUEST FOR ADMISSION NO. 136: Admit Clearwater Billing Services, LLC accepted \$600.00 as full and final payment from Monique Norris despite the total bill being \$850.00.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 137: Admit Clearwater Billing Services, LLC reduced its bill to Monique Norris by \$250.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 138: Admit Clearwater Billing Services, LLC reduced its bill to Monique Norris by approximately 29.4%.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is

not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 139: Admit \$500.00 is a reasonable and customary charge for a TENS unit prescribed by a licensed physician treating a patient.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 140: Admit Ohio law permits physicians to charge a patient more for a TENS unit than the physician paid for the TENS unit.

ANSWER: Plaintiff is without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 141: Admit with the reduction of \$250.00 from its bill, Clearwater Billing Services, LLC effectively charged Monique Norris \$250.00, and not \$500.00, for the TENS unit.

ANSWER: Deny.

REQUEST FOR ADMISSION 142: Admit none of the following coerced Monique Norris into “unwanted healthcare”, as claimed in Paragraph 4 of the Fourth Amended Complaint:

- A. Alberto Nestico, Esq.
- B. Robert Redick, Esq.
- C. Kisling, Nestico & Redick, LLC
- D. Robert Horton, Esq.
- E. Any attorney, partner, employee, or other representative of KNR.

ANSWER: Deny as to all.

INTERROGATORY NO. 17: Please identify the manner in which KNR, Nestico, Attorney Horton, Redick, or any employee or attorney of KNR coerced Monique Norris into “unwanted healthcare”, including the facts and evidence supporting that allegation.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she

contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 18 : If any of Plaintiff's answers to Request for Admissions Nos. 125 through 142 are anything but an unqualified admission, please identify the facts and/or evidence supporting such qualified admission or denial.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 23: Produce copies of any and all documents supporting your answers to Request for Admissions Nos. 125 through 142.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 24: Produce copies of any and all documents supporting your answers to Interrogatory No. 17 and Interrogatory No. 18.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 25: Produce copies of any and all documents supporting your allegations as it relates to Class "D" allegations.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 26: Produce copies of all documents, articles, research papers, or other "peer-reviewed medical research" referenced in Paragraph 5 of the Plaintiffs' Fourth Amended Complaint.

RESPONSE: Citations for this research are provided in footnote 3 of the Fifth Amended Complaint. *See* Qaseem A, Wilt TJ, McLean RM, Forciea MA, for the Clinical Guidelines Committee of the American College of Physicians. “Noninvasive Treatments for Acute, Subacute, and Chronic Low Back Pain: A Clinical Practice Guideline From the American College of Physicians,” *Ann Intern Med.* 2017;166:514–530. doi: 10.7326/M16-2367.

REQUEST FOR PRODUCTION NO. 27: Produce copies of all documents, articles, research papers, or other “peer-reviewed medical research” supporting Plaintiff’s claim that electrical-nerve-stimulation devices (“TENS units”) are ineffective in treating acute pain from car accidents.

RESPONSE: *See* Qaseem A, Wilt TJ, McLean RM, Forciea MA, for the Clinical Guidelines Committee of the American College of Physicians. “Noninvasive Treatments for Acute, Subacute, and Chronic Low Back Pain: A Clinical Practice Guideline From the American College of Physicians,” *Ann Intern Med.* 2017;166:514–530. doi: 10.7326/M16-2367. Other responsive documents, papers, or research are believed to exist and will be identified to the extent Plaintiffs seek to use responsive documents, papers, or research to support their claims.

X. ADDITIONAL DISCOVERY

REQUEST FOR ADMISSION NO. 143: Admit the KNR Defendants did not directly solicit Monique Norris to become a client.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 144: Admit the KNR Defendants did not violate Ohio’s prohibition against direct client-solicitation as it relates to Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 145: Admit the KNR Defendants did not “rob” Monique Norris of her right to unconflicted counsel, as alleged in Paragraph 3 of the Fourth

Amended Complaint.

ANSWER: Plaintiff admits that she was not solicited in the manner to which Paragraph 3 refers, but denies that the KNR Defendants were unconflicted counsel, as they systematically prioritized the interests of healthcare providers over the interests of their clients.

REQUEST FOR ADMISSION NO. 146: Admit the KNR Defendants did not “rope” Monique Norris into retaining them by promising her “quick cash by way of an immediate high-interest loan”, as alleged in Paragraph 3 of the Plaintiffs’ Fourth Amended Complaint.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 147: Admit Monique Norris contacted KNR herself and agreed to be represented by KNR before she had a single discussion with KNR or any of its employees, attorneys, or representatives regarding a loan.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 148: Admit the allegations contained in Paragraph 3 of the Fourth Amended Complaint are not accurate as it relates to KNR’s representation of Monique Norris.

ANSWER: Deny. The allegations of Paragraph 3 are accurate. Whether or not they pertain to Ms. Norris is a separate question.

REQUEST FOR ADMISSION NO. 149: Admit KNR does not have a quid pro quo referral relationship with Minas Floros, D.C. or Akron Square Chiropractic.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 150: Admit KNR does not have a quid pro quo referral relationship with Richard Gunning, M.D., Sam Ghoubril, M.D. or Clearwater Billing Services, LLC.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 151: Identify the facts and evidence supporting your claim Nestico, Redick, KNR, or any KNR attorney, employee or representative coerced Monique Norris into unwanted healthcare.

ANSWER: Objection. This is not a properly stated Request for Admission.

REQUEST FOR ADMISSION NO. 152: Identify the facts and evidence supporting your claim in Paragraph 2 (and other paragraphs) of the Fourth Amended Complaint that Nestico, Redick, and KNR have a quid pro quo referral relationship with any healthcare providers, including but not limited to Minas Floros, D.C., Richard Gunning, M.D., Sam Ghoubril, M.D., Akron Square Chiropractic, Clearwater Billing Services, LLC, or any other health care provider.

ANSWER: Objection. This is not a properly stated Request for Admission.

REQUEST FOR ADMISSION NO. 153: Admit the KNR Defendants never circumvented Ohio's prohibition against direct client-solicitation of Monique Norris by communicating with chiropractor to solicit her as a client.

ANSWER: Objection. The term "Ohio's prohibition against direct client-solicitation of Monique Norris" is unintelligible. Ms. Norris admits she was not unlawfully solicited by KNR as a KNR client.

REQUEST FOR ADMISSION NO. 154: Admit you have no facts or evidence to support your claim in Paragraph 7 of the Fourth Amended Complaint that the KNR Defendants established a quid pro quo relationship with Liberty Capital Funding, LLC.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 155: Admit your allegation in Paragraph 18 of the Fourth Amended Complaint that "Defendant Ghoubril recommended and sold a TENS Unit from Tritec" to Monique Norris is false.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 156: Admit Monique Norris never met or talked with Sam Ghoubril before filing of the Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 157: Admit Monique Norris never met or talked with Sam Ghoubril concerning a TENS unit before filing of the Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 158: Admit the narrative report of Minas Floros, D.C. was used by KNR in preparation for settlement of Ms. Norris's claim.

ANSWER: Ms. Norris does not know what KNR did in preparation for settlement of her claim and thus is without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 159: Admit the narrative report of Minas Floros, D.C. contains opinions not contained in the medical records.

ANSWER: Ms. Norris has never been provided with a copy of the narrative report or records and is thus without sufficient information to respond to this request.

REQUEST FOR ADMISSION NO. 160: Admit Monique Norris consented to the \$200.00 payment for the narrative report from Minas Floros, D.C.

ANSWER: Admit. Ms. Norris further states that she would not have consented to the \$200.00 payment had she been aware of its function as a kickback, or the quid pro quo arrangement between KNR and Floros.

REQUEST FOR ADMISSION NO. 161: Admit \$200.00 is a reasonable charge for an expert report from a chiropractor in a personal injury action in Summit County, Ohio.

ANSWER: Ms. Norris admits that \$200.00 could be a reasonable charge for an expert report by a chiropractor under certain circumstances.

REQUEST FOR ADMISSION NO. 162: Admit the \$1,845.91 paid to Monique Norris

(see Paragraph 79 of the Fourth Amended Complaint and the Settlement Memorandum) was greater than the \$1,750 fee KNR charged for their contingency fee.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 163: Admit Monique Norris agreed to pay KNR 1/3 of the monies recovered on her behalf by KNR, which would have amounted to a contingency fee of approximately \$2,077.51.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 164: Admit KNR reduced its contingency fee from \$2,077.51 to \$1,750.00.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 165: Admit the \$327.51 reduction in KNR's contingency fee was enough to cover the \$200.00 narrative fee report of Mina Floros, D.C. and the \$50.00 MRS Investigations, Inc. charge.

ANSWER: Admit.

INTERROGATORY NO. 21: Identify and calculate the alleged damages that Plaintiff is seeking to recover and that the class members are seeking to recover for all claims in which Plaintiff Monique Norris is a class member and/or class representative.

ANSWER: Ms. Norris is seeking disgorgement of the allegedly unlawful fees in the amount of those fees.

INTERROGATORY NO. 22: If any of your answers to Requests for Admissions Nos. 143 through 163 are anything but an unqualified admission, please identify the facts and evidence supporting your denial or qualified admission.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the

proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 28: Produce copies of any and all documents supporting your answers to Request for Admissions Nos. 143 through 163 and Interrogatories Nos. 19 through 22.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

XI. DISCOVERY CONCERNING CLASS "A" ALLEGATIONS

REQUEST FOR ADMISSION NO. 166: Admit Robert Redick, Esq. did not have a contract or fee agreement between himself individually and Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 167: Admit Alberto Nestico, Esq. did not have a contract or fee agreement between himself individually and Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 168: Admit an individual cannot breach a contract to which that individual is not a party.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 169: Admit Robert Redick, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 170: Admit Alberto Nestico, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 171: Admit Robert Horton, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 172: Admit KNR did not breach a fee agreement with Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 173: Admit Monique Norris has no facts or evidence to support the allegation that Robert Redick, Esq. or Alberto Nestico, Esq. individually entered into any fee agreement with any potential member of Class "A".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 174: Admit Monique Norris has no facts or evidence to support her allegation Robert Redick, Esq. or Alberto Nestico, Esq. individually collected "investigation fees from their clients when these fees were for expenses not reasonably undertaken for so-called 'services' that were not properly chargeable as a separate case expense, or were never performed at all", as alleged in Paragraph 183 of Monique Norris' Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 175: Admit Monique Norris has no facts or evidence to support her allegation KNR collected "investigation fees from their clients when these fees were for expenses not reasonably undertaken for so-called 'services' that were not properly chargeable as a separate case expense, or were never performed at all", as alleged in Paragraph 183 of Monique Norris' Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 176: Admit Robert Redick, Esq. did not individually deduct an investigation fee from Monique Norris' lawsuit proceeds.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 177: Admit Alberto Nestico, Esq. did not individually deduct an investigation fee from Monique Norris' lawsuit proceeds.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 178: Admit Robert Redick, Esq. did not receive a "substantial benefit" from the \$50 Investigation Fee deducted from Monique Norris' settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 179: Admit Alberto Nestico, Esq. did not receive a "substantial benefit" from the \$50 Investigation Fee deducted from Monique Norris' settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 180: Admit KNR did not receive a "substantial benefit" from the \$50 Investigation Fee deducted from Monique Norris' settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 181: Admit Robert Redick, Esq. did not engage in "intentionally deceptive conduct" as alleged in Paragraph 188 of Plaintiffs' Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 182: Admit Alberto Nestico, Esq. did not engage in "intentionally deceptive conduct" as alleged in Paragraph 188 of Plaintiffs' Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 183: Admit Robert Horton, Esq. did not engage in "intentionally deceptive conduct" as alleged in Paragraph 188 of Plaintiffs' Fourth Amended Complaint.

ANSWER: Plaintiff is without sufficient information about Mr. Horton's knowledge of KNR's deceptive conduct to be able to respond to this Request for Admission.

INTERROGATORY NO. 23: Identify all facts that attorneys and staff were disciplined if prospective clients were not signed up within 24 hours, as outlined in Paragraph 17 of the Complaint.

RESPONSE: Former KNR attorneys Gary Petti and Robert Horton have informed Plaintiffs of this fact, which is also supported by KNR emails quoted in the Fifth Amended Complaint.

REQUEST FOR PRODUCTION NO. 29: If any of your answers to Requests for Admission Nos. 166 through 183 above are anything but an unqualified admission, produce copies of any and all documents supporting your denial or qualified admission.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

INTERROGATORY NO. 24: If any of your answers to Interrogatories Nos. 166 through 175 are anything but an unqualified admission, identify the facts and evidence supporting your denial or qualified admission.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 30: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class A.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 31: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class B.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 32: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class C.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 33: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class D.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

XII. ADDITIONAL DISCOVERY REQUESTS

REQUEST FOR PRODUCTION NO. 34: All Documents Plaintiff used, relied upon, or referred to in answering Defendants' First Set of Interrogatories.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 35: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for fraud.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 36: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, were intentionally concealing facts and making misrepresentations to Plaintiff.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 37: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for breach of contract.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 38: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for unjust enrichment.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 39: All Documents relating to:

- A. Attorney Robert Horton.
- B. AMC Investigations, Inc. and Aaron M. Czetli.
- C. MRS Investigations, Inc. and Michael R. Simpson.
- D. Chuck DeRemer (Chuck DeRemar).
- E. Kisling, Nestico & Redick, LLC.
- F. Alberto Nestico, Esq.
- G. The alleged damages that Plaintiff seeks to recover in this Lawsuit.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 40: Produce any all documents demonstrating that Defendants, including, without limitation, Nestico, Redick, Horton, or any of KNR's attorneys, were purportedly unjustly enriched as alleged in the Fourth Amended Complaint.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 41: Produce any all documents concerning any and all communications between Plaintiff and/or Plaintiffs' counsel and the Cleveland Plain Dealer or Cleveland.com relating to this Lawsuit, and all Documents, including, without limitation, telephone records, relating to those Communications.

RESPONSE: Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence and is unduly burdensome under the circumstances. Plaintiffs may refer to the publicly available press releases about this lawsuit published at The Pattakos Law Firm LLC's website, which contain the substance of any such communications that have been made.

REQUEST FOR PRODUCTION NO. 42: Produce any all documents relating to any Twitter, Facebook, or other social media posts of Monique Norris (or her comments on other posts) relating to the underlying motor vehicle accident, her representation by KNR, her settlement, the current lawsuit, or any of the claims or defenses in this case.

RESPONSE: Ms. Norris recalls posting once on facebook about her accident and will produce a

copy of the post.

INTERROGATORY NO. 25: Please identify every “false representation of fact”, omission of fact, “misrepresentation”, or any false, misleading, incomplete, or incorrect statement or communication of any KNR attorney or employee that was relied upon by Plaintiff Monique Norris or any of the Class “A” members or potential members, including for each such instance: the identity of the individual who communicated or wrongfully failed to communicate the information to Ms. Norris, the date made, the substance of the communication, and any witnesses to such communication.

ANSWER: To the best of Plaintiffs’ knowledge, the misrepresentations at issue pertain to Defendants’ concealment of the true nature of the so-called “investigation fee,” e.g., that the investigators are not actually investigators, and perform administrative functions that any law firm would have to perform to represent a client, charges for which are properly subsumed in the firm’s overhead expenses, or the firm’s expenses in soliciting clients, which are in no event properly charged to a client. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985). Additionally, Request for Admission No. 27 contained more than 65 subparts, thus, this interrogatory alone would exceed the number of interrogatories permitted by the Civil and Local Rules even if it were otherwise proper.

INTERROGATORY NO. 26: Please identify the facts and evidence supporting your allegations the Defendants engaged in systematic violations of the Ohio Rules of Professional Conduct, breach of fiduciary duties, “calculated schemes to deceive and defraud”, and “unlawful,

deceptive, fraudulent, and predatory business practices” and the claim Defendants “degraded the profession, and warped the market for legal services”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 27: Identify the facts and evidence supporting your allegations relating to Class “A”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 28: Identify the facts and evidence supporting your allegations relating to Class “B”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 29: Identify the facts and evidence supporting your allegations relating to Class “C”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 30: Identify the facts and evidence supporting your allegations relating to Class “D”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 43: Produce any and all documents supporting your Answers to Interrogatories 1 through 30.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

REQUEST FOR PRODUCTION NO. 44: Produce any and all documents supporting your Answers to Requests for Admissions Nos. 1 through 183, unless already produced.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

Dated: December 26, 2018

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)

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Attorney for Plaintiffs

CERTIFICATE OF SERVICE

The foregoing document was served on counsel for the KNR Defendants by email on December 26, 2018.

/s/ Peter Pattakos

Attorney for Plaintiffs

**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. 2016-CV-09-3928 Judge James A. Brogan Monique Norris's Amended Responses to Defendant Nestico's Interrogatories, Requests for Admission, and Requests for Production of Documents
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Monique Norris, by and through counsel, hereby responds to the above-referenced discovery requests as follows:

General Objections

1. Ms. Norris's specific objections to each interrogatory or request are in addition to the General Objections set forth in this section. These General Objections form a part of the response to each and every request and are set forth here to avoid duplication. The absence of a reference to a General Objection in each response to a particular request does not constitute a waiver of any General Objection with respect to that request. All responses are made subject to and without waiver of Ms. Norris's general and specific objections.

2. To the extent that Defendant's requests are inconsistent with each other, Ms. Norris objects to such requests.

3. To the extent that Defendant's requests exceed the scope of permissible inquiry under the Ohio Rules of Civil Procedure, Ms. Norris objects to such requests. To the extent that responses to such requests are provided herein, it is in an effort to expedite discovery in this action.

4. Ms. Norris objects to Defendants' requests to the extent that they are unreasonably burdensome, and to the extent they call upon Ms. Norris to investigate, collect and disclose information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. To the extent that responses to such requests are provided herein, it is in an effort to expedite discovery in this action.

5. Ms. Norris's responses and objections herein shall not waive or prejudice any objections Ms. Norris may later assert, including but not limited to objections as to competency, relevance, materiality or admissibility in subsequent proceedings or at the trial of this or any other action.

6. Ms. Norris objects to Defendant's requests to the extent they seek information or materials that are already within Defendant's possession, custody, or control, or that are equally available to him, on the grounds that such requests are unduly burdensome and oppressive.

7. Ms. Norris objects to Defendant's requests to the extent that they call upon Ms. Norris to produce information that is not in Ms. Norris's possession, custody, or control.

8. Ms. Norris objects to Defendant's requests to the extent they purport to seek any information immune from discovery because of the attorney-client privilege, the work-product doctrine, or any other applicable law, rule or privilege.

9. Ms. Norris objects to any request to the extent that it refers to or incorporates a previous request to which an objection has been made.

10. Ms. Norris objects to Defendant's requests to the extent they are vague or ambiguous.

11. Ms. Norris objects to Defendant's requests to the extent they seek information that is confidential and proprietary. Such information will be produced only in accordance with a duly entered protective order.

12. As discovery is ongoing, Ms. Norris reserves the right to supplement these responses.

INTERROGATORIES

**DEFENDANT ALBERTO NESTICO, ESQ.'S FIRST SET OF
INTERROGATORIES, REQUESTS FOR ADMISSIONS, AND REQUESTS FOR
PRODUCTION OF DOCUMENTS**

I. DISCOVERY CONCERNING PLAINTIFF'S REFERRAL TO KNR

REQUEST FOR ADMISSION NO. 1: Admit Plaintiff Monique Norris was not referred to KNR by a chiropractor.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 2: Admit Plaintiff Monique Norris was not referred to KNR by a medical service or health care provider.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 3: Admit Plaintiff Monique Norris did not obtain KNR's phone number from a chiropractor, physician, or other medical or health care provider.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 4: Admit Plaintiff Monique Norris did not obtain KNR's phone number from any of KNR's advertisements or promotional materials.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 5: Admit Plaintiff Monique Norris did not rely on any of KNR's advertisements or promotional materials in contacting KNR to represent her, including but not limited to those attached as Exhibit "D".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 6: Admit Plaintiff Monique Norris obtained KNR's phone number from her uncle (Mr. Baylor).

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 7: Admit Plaintiff Monique Norris was referred to KNR by her uncle (Mr. Baylor).

ANSWER: Deny. Ms. Norris was referred to KNR by her aunt, Carolyn Holsey.

REQUEST FOR ADMISSION NO. 8: Admit Plaintiff Monique Norris contacted KNR to discuss potential legal representation of her for injuries she sustained in a July 29, 2013, motor vehicle accident before KNR contacted her.

ANSWER: Admit.

INTERROGATORY NO. 1: If any of your answers to Request for Admissions Nos. 1 through 8 are anything but an unqualified admission, please identify the facts and evidence supporting your denial or qualified admission.

ANSWER: N/A.

REQUEST FOR PRODUCTION NO. 1: If any of the answers to Request for Admissions Nos. 1 through 8 are anything but an unqualified admission, please produce copies of all documents and evidence that forms the basis of or supports such denial or qualified admission.

RESPONSE: Ms. Norris is not aware of any responsive documents that exist.

REQUEST FOR PRODUCTION NO. 2: Produce copies of any chiropractic or legal advertising or promotional materials received in the week before, the day of, and/or the week after your July 29, 2013, motor vehicle accident.

RESPONSE: Ms. Norris does not possess any responsive documents.

REQUEST FOR PRODUCTION NO. 3: Please produce copies of all documents

relating to facts or evidence supporting your answer to Interrogatory No. 1.

RESPONSE: N/A.

II. DISCOVERY CONCERNING CONTINGENCY FEE AGREEMENT

REQUEST FOR ADMISSION NO. 9: Admit the Contingency Fee Agreement, attached hereto as Exhibit "A", is a true and accurate copy of the Contingency Fee Agreement entered into between Plaintiff Monique Norris and the law firm of Kisling, Nestico & Redick, LLC.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 10: Admit Plaintiff Monique Norris spoke with a KNR attorney on the telephone before meeting an investigator and/or KNR employee or attorney.

ANSWER: Ms. Norris admits that she spoke with someone representing himself to be a KNR attorney, who told her that he was sending an investigator to meet her at her cousin's home.

REQUEST FOR ADMISSION NO. 11: Admit during the call between Monique Norris and a KNR attorney on July 30, 2013, the KNR attorney advised Plaintiff Monique Norris of KNR's terms and conditions of legal representation.

ANSWER: Ms. Norris admits that this person spoke generally with her about a contingency fee arrangement but otherwise denies that any of the self-dealing alleged in the complaint was disclosed to her.

REQUEST FOR ADMISSION NO. 12: Admit Plaintiff Monique Norris never expressed any confusion or misunderstanding regarding the terms and conditions of the Contingency Fee Agreement to anyone at KNR at any time during KNR's representation of her.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 13: Admit Attorney Robert Horton explained the

terms and conditions of the Contingency Fee Agreement, attached hereto as Exhibit "A", to Plaintiff Monique Norris before she signed the Contingency Fee Agreement.

ANSWER: Ms. Norris admits that someone from KNR, probably Mr. Horton, briefly discussed the agreement with her before the investigator came to her home.

REQUEST FOR ADMISSION NO. 14: Admit Plaintiff Monique Norris signed the Contingency Fee Agreement, attached hereto as Exhibit "A".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 15: Admit KNR and/or Robert Horton, Esq. answered any questions of Plaintiff Monique Norris before she signed the Contingency Fee Agreement.

ANSWER: The investigator who came to Ms. Norris's home told her that he could not speak with her about her case unless and until she signed the agreement. Ms. Norris does not recall asking any questions about this.

REQUEST FOR ADMISSION NO. 16: Admit Plaintiff Monique Norris agreed to the terms and conditions of the Contingency Fee Agreement, attached hereto as Exhibit "A".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 17: Admit the Contingency Fee Agreement signed by Plaintiff Monique Norris, which is attached hereto as Exhibit "A", contained the following provision, term, and/or condition:

3) Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which may have been advanced by Attorneys in preparation for settlement and/or trial of Clients case. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SUCH ADVANCED EXPENSES.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 18: Admit Plaintiff Monique Norris did not express confusion regarding Paragraphs 3 of the Contingency Fee Agreement, attached hereto as Exhibit "A", before she signed the Contingency Fee Agreement or during her representation by KNR.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 19: Admit Plaintiff Monique Norris authorized Kisling, Nestico, & Redick, LLC to advance reasonable expenses in preparing her case for settlement.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 20: Admit Plaintiff Monique Norris authorized Kisling, Nestico & Redick, LLC to “deduct, from any proceeds recovered” any reasonable expenses advanced by Kisling, Nestico, & Redick, LLC in preparing her case for settlement.

ANSWER: Admit.

INTERROGATORY NO. 2: Please identify any facts, evidence, and/or witnesses supporting any denials or qualified admissions in your answers to Request for Admissions Nos. 9 through 20.

ANSWER: N/A.

INTERROGATORY NO. 3: Please identify any communications you had with Attorneys Horton, Lindsey, Lubrani, Redick, Nestico, any other attorney at KNR, any employee of KNR, any investigator, or any other individual regarding the contingency fee agreement or the expenses of litigation from the date of your accident through your entire representation by KNR.

ANSWER: The only conversation that Ms. Norris recalls about the contingency fee agreement was with the investigator who told her, when he visited her at her cousin’s house, that he could not discuss her case with him unless and until she signed the agreement. Ms. Norris also recalls a conversation with a KNR attorney, most likely Attorney Horton, regarding her settlement memorandum where the attorney explained the memorandum generally but there was no specific discussion about any of the charges listed in the memorandum and Ms. Norris did not ask any questions about the charges.

REQUEST FOR PRODUCTION NO. 4: If any of the answers to Request for Admissions Nos. 9 through 20 are anything but an unqualified admission, please produce copies of all documents and evidence that forms the basis of or supports such denial or

qualified admission.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 5: Please produce copies of all documents relating to facts or evidence supporting your answer to Interrogatory No. 2.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 6: Please produce copies of all documents relating to facts or evidence supporting your answer to Interrogatory No. 3.

RESPONSE: N/A.

REQUEST FOR PRODUCTION NO. 7: Produce any and all documents that memorialize, refer to, reference, or otherwise relate to your conversations with any KNR attorneys or employees, any third-party investigators, or any other individuals regarding the terms and conditions of the Contingency Fee Agreement and/or KNR's legal representation of you.

RESPONSE: All potentially responsive documents in Ms. Norris's possession have been produced.

III. DISCOVERY RE: PLAINTIFF'S INTERACTION WITH INVESTIGATOR

REQUEST FOR ADMISSION NO. 21: Admit KNR never employed Michael R. Simpson during the class period.

ANSWER: Ms. Norris admits that KNR and Simpson hold Simpson and the other investigators out to be independent contractors despite that they are functionally KNR employees.

REQUEST FOR ADMISSION NO. 22: Admit Michael R. Simpson never held himself out as an employee of KNR.

ANSWER: Deny. The investigator who came to Ms. Norris did not in any way indicate that

he was not an employee of KNR and Ms. Norris had every reason to assume that he was.

REQUEST FOR ADMISSION NO. 23: Admit Michael R. Simpson was employed by MRS Investigations, Inc. at all times during KNR's representation of Plaintiff Monique Norris.

ANSWER: Ms. Norris admits that KNR and Simpson hold Simpson and the other investigators out to be independent contractors despite that they are functionally KNR employees.

REQUEST FOR ADMISSION NO. 24: Admit Michael R. Simpson and/or MRS Investigations, Inc. completed the following tasks associated with the case KNR was retained to represent Plaintiff Monique Norris:

- A. Obtained the police report;
- B. Reviewed the police report;
- C. Drove to and from the residence of Monique Norris to obtain items needed to support her lawsuit, including, but not limited to:
 - 1. obtaining Plaintiff's signature on medical authorization form(s);
 - 2. taking a photograph of the interior of Plaintiff's motor vehicle;
 - 3. taking a photographs of the exterior of Plaintiff's motor vehicle.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is unaware of MRS Investigations doing anything apart from coming to her cousin's house and obtaining her signature on KNR's agreements.

REQUEST FOR ADMISSION NO. 25: Admit that completion of the following activities are helpful in preparation for settlement of a personal injury motor vehicle accident on a behalf of an injured victim:

- A. Obtaining a copy of the police report;
- B. Reviewing the police report for the facts of the accident, witness identification, statements, and other information provided in the police report;
- C. Traveling to and from the residence of a client who is an accident victim to

obtain items needed to support the client's lawsuit, including, but not limited to:

1. obtaining the client's signature on medical authorization form(s);
2. obtaining photographs of the client if visible injuries are present;
3. obtaining a photograph of the Plaintiff's motor vehicle.

ANSWER: Ms. Norris is without sufficient information to admit or deny whether any of these tasks would be necessary or helpful in any given case but states that obtaining a copy of the police report and reviewing it, and presenting evidence of damage, are generally necessary tasks in a car accident case.

REQUEST FOR ADMISSION NO. 26: Admit the following:

- A. Admit Plaintiff has no evidence that KNR ever charged any client the Investigation Fee that KNR did not pay to the investigators.
- B. Admit Plaintiff cannot identify a single case in which KNR charged a client an Investigation Fee where no work was done by the investigators.

ANSWER:

A. Admit.

B. Deny. Member Williams was charged an investigation fee where no work was done by the investigators, and Norris would likely be able to identify many others if she had access to information about other KNR client files.

REQUEST FOR ADMISSION NO. 27: Admit the following:

- A. Admit none of the Defendants received any "kickback" or return of any portion of the \$50 fee KNR advanced to MRS Investigations, Inc. on behalf of Monique Norris.
- B. Admit you allege in Paragraph 6 of the Fourth Amended Complaint that:
 1. KNR charges their clients fees for so-called "investigations" that are never actually performed.
 2. KNR's so-called "investigators" do nothing more than chase down car-accident victims at their homes and other locations to sign them to KNR fee agreements as quickly as possible, for the KNR Defendants' exclusive benefit, to keep potential clients from signing with competitors.

- C. Admit KNR's "investigators" did not "chase down" the following at their home or other locations, as alleged in Paragraph 6 of the Fourth Amended Complaint:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- D. Admit the allegations of Paragraph 6 of Plaintiffs' Fourth Amended Complaint is not true for:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- E. Admit you alleged in Paragraph 102 of the Fourth Amended Complaint that "KNR aggressively pursued prospective clients" during the class period.
- F. Admit KNR did not "aggressively pursue" the following during the class period:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- G. Admit you gave permission to KNR to send an investigator to your home.

- H. Admit KNR did not charge Monique Norris for “having been solicited” as described in Paragraph 6 of the Fourth Amended Complaint, as Monique Norris requested KNR to represent her.
- I. Admit Monique Norris was not charged for having been solicited by an investigator.
- J. Obtaining a police report from the investigating police department is a different task than obtaining a signature on a fee agreement or obtaining copies of documents from a client or potential client.
- K. If Michael R. Simpson obtained the police report from the investigating police department, then the allegation that the “only task” Mr. Simpson “ever performed in connection with any KNR client’s file” was traveling to obtain “signatures on fee agreements and, in some cases, to obtain copies of case-related documents from the potential client” is false.
- L. If MRS Investigations, Inc. obtained the police report from the investigating police department, then the allegation that the “only task” an investigator “ever performed in connection with any KNR client’s file” was traveling to obtain “signatures on fee agreements and, in some cases, to obtain copies of case-related documents from the potential client” is false.
- M. You cannot identify any facts or evidence to support her claims in Paragraph 110 of the Fourth Amended Complaint as it relates to Aaron Czetli, Michael R. Simpson, Chuck DeRemar, Gary Monto, Wesley Steele, or any other investigator from MRS Investigations, Inc., AMC Investigations, Inc. or any other investigation firm.
- N. The allegations contained in Paragraph 110 of the Fourth Amended Complaint are not true as it relates to the following during the class period:
1. Monique Norris;
 2. Member Williams;
 3. Matthew Johnson;
 4. Naomi Wright;
 5. Thera Reid;
 6. Any other former client of KNR during the class period.
- O. The allegations contained in Paragraph 111 of the Fourth Amended Complaint do not apply to MRS Investigations, Inc.’s or Michael R. Simpson’s work on your case.
- P. The allegations contained in Paragraph 111 of the Fourth Amended Complaint do not apply to MRS Investigations, Inc.’s or Michael R. Simpson’s work on Member Williams’ case.

- Q. Plaintiff Williams is unable to identify a single KNR client for which the allegations of Paragraph 111 of the Fourth Amended Complaint are accurate
- R. Admit you claim one of the common factual issues that predominate over individual issues for Class "A": "in the majority of instances where the investigation fee was charged, the so-called 'investigators' never performed any task at all in connection with the client." (See Paragraph 160, ii. of the Fourth Amended Complaint).
- S. Admit obtaining the police report for the motor vehicle accident in which KNR represented Plaintiff was a "task" in "connection with the client."
- T. Admit if MRS Investigations, Inc., Michael Simpson, or another investigator for MRS Investigations, Inc. obtained the police report for the motor vehicle accident in which KNR represented Plaintiff, then MRS Investigations, Inc. completed a "task" in "connection with the client."
- U. Admit obtaining photographs of the interior and/or exterior of Monique Norris's motor vehicle that was involved in the motor vehicle accident for which KNR represented her was a completion of a "task" in "connection with the client."
- V. Admit you have no facts or evidence supporting your claim that an investigator "never performed any task at all in connection with the client" the "majority" of the time. (That is, you have no facts or evidence to support your claim that the number of times performed no task at all exceeded the times an investigator performed a task).
- W. Admit you have no evidence or facts to support your claim in Paragraph 160, v. that Defendants "never" obtained their clients' consent for the investigation fee.
- X. Admit the Fourth Amended Complaint only identifies two types of Class "A" members:
1. KNR clients charged an investigation charge even though the investigator never performed "any task at all" for the client's case; and
 - 2.. KNR clients in which the only task the investigator performed was to travel to obtain the client's signature on the contingency-fee agreement and/or to pick up documents form the client.
- Y. Admit Monique Norris does not fit the types of Class "A" members described in Request for Admission Nos. 27 X.1. or 27 X.2.
- Z. Admit Member Williams does not fit the types of Class "A" members described in Request for Admission Nos. 27 X.1. or 27 X.2..
- AA. Admit that if the investigation fee was an expense advanced by KNR or its attorneys in preparation for settlement and/or trial of your case, then you consented to that expense.

- BB. Admit in order to know whether a particular client authorized or consented to the investigation fee, you would need to talk with, interview, depose, or somehow learn: 1) each client's memory (potential testimony) of the discussions with KNR concerning the contingency fee and consent for expenses; and 2) the memory (potential testimony) of every KNR attorney who discussed the contingency fee agreement and consent for expenses with KNR's client.
- CC. Admit you were not present for any discussions between KNR attorneys and any other potential Class "A" class members, including any discussions relating to the contingency fee agreement and consent for expenses.
- DD. Admit you or someone on your behalf would need to "ask each and every" investigator what work that investigator performed on a potential Class "A" member's case in order to know the amount of work done by an investigator on that KNR client's case.
- EE. Admit Robert Redick, Esq. never made any "false representations of fact" to Monique Norris about what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- FF. Admit Alberto Nestico, Esq. never made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- GG. Admit Robert Horton, Esq. never made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- HH. Admit no attorney, employee, or representative of KNR, Nestico, or Redick made any "false representations of fact" to Monique Norris concerning "what the investigation fees were for" as alleged in Paragraph 168 of the Fourth Amended Complaint.
- II. Admit the following never "concealed facts" from Plaintiff Monique Norris concerning the investigation fees as alleged in Paragraph 169 of the Fourth Amended Complaint.
1. Robert Redick, Esq.
 2. Alberto Nestico, Esq.
 3. Robert Horton, Esq.
 4. Any other attorney, employee or representative of KNR, Redick, or Nestico.
- JJ. Admit the following never had any communications with and never concealed any facts from Monique Norris regarding the investigation fees "with the intent of misleading" Monique Norris. (See allegations of Paragraph 171 of the Plaintiffs' Fourth Amended Complaint).

1. Robert Redick, Esq.
2. Alberto Nestico, Esq.
3. Robert Horton, Esq.
4. Any other attorney, employee or representative of KNR, Redick, or Nestico.

ANSWER:

A. Ms. Norris doesn't know what MRS did with her \$50 and is thus unable to admit or deny this request.

B.

1. Admit.

2. Admit.

C. Deny as to Williams, Wright, Reid, and "any other former client." Admit as to Norris and Johnson.

D. Plaintiffs deny that the allegations of Paragraph 6 are "not true." Whether the named plaintiffs were so treated is a separate question. See answer to subpart C., above.

E. Admit.

F. Deny.

G. Admit, though Ms. Norris did not believe this "investigator" was anything but an employee of KNR.

H. Deny.

I. Deny.

J. Admit.

K. Admit.

L. Admit.

M. Deny.

N. Deny.

O. Admit.

P. Deny.

Q. Deny. *See* Member Williams.

R. Admit.

S. Norris does not know whether the investigator actually obtained the police report so is without information to sufficiently admit or deny this request.

T. Admit.

U. Norris does not know whether the investigator actually obtained any such photographs so is without information to sufficiently admit or deny this request.

V. Deny. Whether or not KNR purports to have “advanced” the expense for any work performed by investigators, such work, if any, amounted to basic administrative tasks that were in no way properly chargeable as a separate case expense.

W. Deny.

X. Deny. *See* Paragraph 158(A) of the Fourth Amended Complaint.

Y. Deny.

Z. Deny.

AA. Deny.

BB. Deny The terms “authorized” or “consented” are vague in this context and it is impossible to “consent” or “authorize” the unlawful and fraudulent double-charge that the investigation fee represents.

CC. Admit.

DD. Deny.

EE. Deny. Redick’s culpability for fraud on the investigation fee claim lies in the fact that he concealed the true nature of the fee—that it was for normal overhead

expenses that any firm would have to incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

FF. Deny. Nestico’s culpability for fraud on the investigation fee claim lies in the fact that he concealed the true nature of the fee—that it was for normal overhead expenses that any firm would have to incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

GG. Deny. Horton, at Nestico’s and Redick’s instruction, concealed the true nature of the fee—that it was for normal overhead expenses that any firm would have to incur in handling a case, and that no actual “investigations” were performed by the so-called “investigators.”

HH. Deny. See answers to subparts EE. and FF. above.

II.

1. Deny.
2. Deny.
3. Deny.
4. Deny. See the responses to subparts EE through GG, above.

JJ.

1. Deny.
2. Deny.
3. Deny.
4. Deny. See the responses to subparts EE through GG, above.

REQUEST FOR ADMISSION NO. 28: Admit the following activities had “value” to the preparation of Plaintiff Monique Norris’s case for settlement:

- A. Obtaining the police report;
- B. Reviewing the police report;

- C. Traveling to and from the residence of Monique Norris to obtain items needed to support her lawsuit, including, but not limited to:
1. obtaining Plaintiff's signature on medical authorization form(s);
 2. taking a photograph of the interior of Plaintiff's motor vehicle;
 3. taking a photographs of the exterior of Plaintiff's motor vehicle.

ANSWER: Deny as to subpart C. 1, as Ms. Norris could have provided the signed agreements to KNR herself. Ms. Norris cannot admit or deny this request as to any of the other subparts because she has no knowledge that the investigator actually performed any of these tasks.

INTERROGATORY NO. 4: Please identify the monetary or dollar value of the activities performed by Michael R. Simpson and/or MRS Investigations, Inc. as it relates to Plaintiff Monique Norris's case.

ANSWER: Object. Ms. Norris does not know what "activities" were performed by MRS or Simpson apart from obtaining her signature on fee agreements, which has no value to Ms. Norris.

INTERROGATORY NO. 5: If your answer to any of Request for Admissions Nos. 21 through 28 are anything but an unqualified admission, please identify the facts, evidence, and witnesses supporting such denial or qualified admission.

ANSWER: The above denials relate mostly to the fact that the investigators are not actually investigators, and perform administrative functions that any law firm would have to perform to represent a client, charges for which are properly subsumed in the firm's overhead expenses, or the firm's expenses in soliciting clients, which are in no event properly charged to a client. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985). Additionally,

Request for Admission No. 27 contained more than 65 subparts, thus, this interrogatory alone would exceed the number of interrogatories permitted by the Civil and Local Rules even if it were otherwise proper.

REQUEST FOR PRODUCTION NO. 8: Please produce copies of any documents supporting your Answers to Request for Admissions 21 through 28, Interrogatory No 4, and Interrogatory No. 5.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

IV. DISCOVERY CONCERNING DECISION OF PLAINTIFF MONIQUE MORRIS TO TAKE A LOAN (NON-RECOURSE CIVIL LITIGATION ADVANCE AGREEMENT) WITH LIBERTY CAPITAL

REQUEST FOR ADMISSION NO. 29: Admit Monique Norris never discussed a loan with KNR or any of its attorneys or employees from July 30, 2013, through October 28, 2013.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 30: Admit Plaintiff Monique Norris requested information concerning how to obtain a loan when she talked with KNR on October 29, 2013.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 31: Admit KNR never provided Plaintiff Monique Norris any loan contact information prior to the time she called KNR requesting loan information.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 32: Admit that Jenna Sanzone or another KNR employee, in response to Plaintiff Monique Norris's request for information concerning a loan, provided Plaintiff Monique Norris with phone numbers for two separate loan companies, Liberty Capital and Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 33: Admit KNR did not direct Plaintiff Monique Norris to obtain a loan with Liberty Capital.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 34: Admit KNR did not suggest to Plaintiff Monique Norris a preference that she obtain a loan with Liberty Capital rather than with Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 35: Admit Plaintiff Monique Norris called both Oasis Financial and Liberty Capital regarding a loan or funding.

ANSWER: Deny. See response to Interrogatory No. 6, below.

REQUEST FOR ADMISSION NO. 36: Admit Plaintiff Monique Norris called Oasis Financial “looking for funding” or for a loan before she entered into an agreement with Liberty Capital.

ANSWER: Deny. See response to Interrogatory No. 6, below.

INTERROGATORY NO. 6: Please identify the facts and evidence to support your allegations in the Fourth Amended Complaint that KNR “recommended” or “directed” Monique Norris to take out a loan with Liberty Capital, including the following:

- A. The identity of the KNR employee or attorney making the recommendation or direction.
- B. The precise nature of the recommendation or direction (i.e., what was communicated to Plaintiff by the person identified in Request for Admission 36. A. above that constitutes a “recommendation to take a loan with Liberty Capital” or supports contention the Defendants “directed” Plaintiff to take out a loan with Liberty Capital).
- C. The date of the recommendation or direction.
- D. The identity of any witnesses to the recommendation or direction.

ANSWER: Ms. Norris never asked for a loan. At some point prior to late-October she

informed a KNR attorney that she wanted her case to be resolved quickly. At that point the KNR attorney, presumably Mr. Horton, said that she could obtain part of her settlement early if she came to the office to execute some paperwork, which was apparently the Liberty Capital loan agreement. Ms. Norris does not recall who if anyone witnessed these events but presumably some KNR administrators were aware of them.

REQUEST FOR ADMISSION NO. 37: Please admit the following:

- A. Admit the only KNR attorney you discussed your Liberty Capital loan with was Robert Horton.
- B. Admit Nestico did not direct you to take a loan with any company.
- C. Admit Nestico did not recommend you take a loan with any company.
- D. Admit Nestico never even discussed a loan with you.
- E. Admit Nestico did not engage in “self-dealing” with your loan with Liberty Capital.
- F. Admit Redick did not direct you to take a loan with any company.
- G. Admit Redick did not recommend you take a loan with any company.
- H. Admit Redick never even discussed a loan with you.
- I. Admit Redick did not engage in “self-dealing” with your loan with Liberty Capital.
- J. Admit Attorney Robert Horton never recommended you take a loan with Liberty Capital.
- K. Admit Attorney Robert Horton never directed you to take a loan with Liberty Capital.
- L. Admit Attorney Robert Horton did not engage in “self-dealing” with your loan with Liberty Capital.
- M. Admit no one at KNR recommended you take a loan.
- N. Admit no one at KNR directed you to take a loan.
- O. Admit neither KNR nor its employees or attorneys recommended you take a loan with Liberty Capital.
- P. Admit no one at KNR participated in “self-dealing” as it relates to Plaintiff’s

loan with Liberty Capital.

ANSWER:

A. Ms. Norris denies that she ever discussed a Liberty Capital loan with anyone.

B. Deny, to the extent that Nestico is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

C. Deny, to the extent that Nestico is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

D. Admit.

E. Deny.

F. Deny, to the extent that Redick is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

G. Deny, to the extent that Redick is responsible for KNR's recommendation of the Liberty Capital loan to Ms. Norris.

H. Admit.

I. Deny.

J. Admit.

K. Deny.

L. Admit, to the extent that Horton was following the orders of his superiors.

M. Admit.

N. Deny.

O. Admit.

P. Deny.

REQUEST FOR ADMISSION NO. 38: Admit when Plaintiff Monique Norris called Liberty Capital on October 29, 2013, no KNR attorneys or employees were parties to the conversation.

ANSWER: Ms. Norris does not recall speaking on the phone or otherwise with any representative of Liberty Capital at any time and thus cannot admit or deny this request.

REQUEST FOR ADMISSION NO. 39: Admit a copy of an Affidavit from Attorney Robert Horton was filed in this case on November 21, 2017.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 40: Admit a copy of attached Exhibit "B", the signed, sworn Affidavit of Attorney Robert Horton, was provided to Attorney Pattakos on or about October 16, 2017, at a Status Conference before Judge Breaux in Case No. CV-2016-09-3928.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 41: Admit a copy of the attached Exhibit "B", the signed, sworn Affidavit of Attorney Robert Horton, was filed in this case on November 21, 2017.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 42: Admit the Affidavit of Attorney Robert Horton, attached hereto as Exhibit "B" included the following sworn testimony:

34. I am not aware of any "quid pro quo" relationship between Liberty Capital Funding, LLC and KNR, its owners, or its employees. I discouraged KNR clients to obtain such loans.

35. I never demanded any clients borrow from Liberty Capital Funding, LLC (hereinafter "Liberty Capital"). While some of my clients borrowed from Liberty Capital, such transaction was only completed after I counseled the client against entering into the loan agreement.

ANSWER: Admit.

REQUEST FOR ADMISSION 43: Admit Attorney Robert Horton advised you against obtaining a loan with Liberty Capital prior to the time you entered into the loan.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 44: Admit Attorney Robert Horton attempted to discourage you from taking a loan with Liberty Capital prior to the time you entered into the

loan.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 45: Admit Attorney Robert Horton never demanded, directed, or recommended that take a loan with Liberty Capital or any other loan company.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION 46: Admit Attorney Robert Horton counseled you against entering into a loan agreement.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 47: Admit Attorney Robert Horton did not engage in “self-dealing” regarding that loan as alleged in the Fourth Amended Complaint.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 48: In the Fourth Amended Complaint, Plaintiff Monique Norris alleges the KNR Defendants had a “blanket policy directing all KNR clients to take out loans with Liberty Capital .. as opposed to any of a number of established financing companies that existed at the time.” Admit this claim is not true as it relates to Plaintiff Monique Norris, as KNR did not direct her to take out a loan with Liberty Capital “as opposed to” any other “established financing companies that existed at the time.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 49: Admit Oasis Financial was an established financing company that existed on October 29, 2013.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request but is not aware of any information suggesting that Oasis was not an established financing company that existed on October 29, 2013.

REQUEST FOR ADMISSION NO. 50: Admit KNR provided Plaintiff Monique Norris the contact information for Oasis Financial on October 29, 2013.

ANSWER: Ms. Norris has no memory of this but cannot say for certain that it did not happen and thus is without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 51: Admit KNR did not recommend or direct Plaintiff Monique Norris to take out a loan with Liberty Capital rather than Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 52: Admit KNR did not express to Plaintiff Monique Norris a preference between Liberty Capital and Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 53: Admit Plaintiff Monique Norris voluntarily chose to take a loan with Liberty Capital rather than Oasis Financial.

ANSWER: Deny. See response to Interrogatory No. 6 above.

REQUEST FOR ADMISSION NO. 54: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Liberty Capital.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 55: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Oasis Financial.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 56: Admit KNR was permitted by Ohio law to provide Plaintiff Monique Norris the contact information for Liberty Capital after she asked KNR about a loan.

ANSWER: Ms. Norris denies that she ever asked KNR about a loan but admits that KNR would have been permitted to give her contact information for a loan company, as a general matter and notwithstanding their duty to avoid self-dealing, whether or not she had so asked.

REQUEST FOR ADMISSION NO. 57: Admit KNR was permitted by Ohio law to

provide Plaintiff Monique Norris the contact information for Oasis Financial after she asked KNR about a loan.

ANSWER: Ms. Norris denies that she ever asked KNR about a loan but admits that KNR would have been permitted to give her contact information for a loan company, as a general matter and notwithstanding their duty to avoid self-dealing, whether or not she had so asked.

REQUEST FOR ADMISSION NO. 58: Admit neither KNR nor any of its employees or attorneys provided Plaintiff Monique Norris any contact information for Liberty Capital, Oasis Financial, or any other loan company prior to the time she asked about a loan.

ANSWER: Ms. Norris denies that she ever asked about a loan. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 59: Admit Defendants did not recommend to Plaintiff Monique Norris that she obtain a loan with Liberty Capital as alleged in Paragraph 160 C. i. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 60: Admit Defendants did not receive any kickback payments for the loan transaction between Liberty Capital and Plaintiff Monique Norris, as alleged in Paragraph 160 C. ii. of the Plaintiff's Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 61: Admit Plaintiff Monique Norris never saw Exhibit "A" to the Fourth Amended Complaint (a copy of which is attached hereto as Exhibit "D"), or any other similar advertisements or promotional material from KNR, before she entered into the agreement with Liberty Capital, a copy of which attached hereto as Exhibit "F".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 62: Admit Plaintiff Monique Norris did not rely on the materials attached as Exhibit “A” to the Fourth Amended Complaint (a copy of which is attached hereto as Exhibit “D”), or any other similar advertisements or promotional material from KNR, in deciding to enter into the agreement with Liberty Capital.

ANSWER: Admit.

INTERROGATORY NO. 7: If your answer to any of Request for Admissions Nos. 29 through 62 are anything but an unqualified admission, please identify the facts, evidence, and witnesses supporting such denial or qualified admission.

ANSWER: *See* Response to Interrogatory No. 6, above, and also note that the known details of KNR’s unlawful relationship with Liberty Capital have been set forth in detail in the complaint and other pleadings. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 9: Produce copies of all documents supporting your Answer to Interrogatory No. 6.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

REQUEST FOR PRODUCTION NO. 10: Produce copies of all documents supporting your Answer to Interrogatory No. 7.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

REQUEST FOR PRODUCTION NO. 11: Produce copies of all documents supporting your answers to Requests for Admissions Nos. 29 through 62.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

REQUEST FOR PRODUCTION NO. 12: Produce copies of all documents supporting your allegation that KNR or any of its attorneys or employees “recommended” or “directed” Plaintiff Monique Norris to enter into a loan agreement, or any agreement, with Liberty Capital.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

REQUEST FOR PRODUCTION NO. 13: Produce copies of all documents relating to your loan with Liberty Capital and/or your attempts to obtain a loan with any other company during KNR’s representation of you.

RESPONSE: All responsive documents in Plaintiffs’ possession have been produced.

V. **DISCOVERY CONCERNING ROBERT HORTON’S ACKNOWLEDGMENT HE DID NOT ENDORSE OR RECOMMEND THE NON-RECOURSE CIVIL LITIGATION ADVANCE AGREEMENT (REFERRED TO BY PLAINTIFF MONIQUE NORRIS AS THE LIBERTY CAPITAL LOAN)**

REQUEST FOR ADMISSION NO. 63: In the Plaintiffs’ Fourth Amended Complaint, Plaintiff Monique Norris alleges a KNR attorney made the following representation on her loan agreement with Liberty Capital: “I am not endorsing or recommending this transaction.” Admit the “KNR attorney” you are referring to in Paragraph 144 of Plaintiffs’ Fourth Amended Complaint is Attorney Robert Horton, as it relates to your case.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 64: Admit the agreement between Monique Norris and Liberty Capital contained the following signed acknowledgment from Attorney Robert Horton of KNR (see Exhibit “F”).

While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 65: Admit Attorney Robert Horton was truthful in the following representation he made on Exhibit "F":

While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 66: Admit you initialed page 8 of attached Exhibit "F" after Robert Horton signed page 8 of Exhibit "F".

ANSWER: Ms. Norris is without sufficient memory of these events to either admit or deny this request.

REQUEST FOR ADMISSION NO. 67: Admit you read page 8 of attached Exhibit "F" before you initialized it.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys' advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 68: Admit your initial on page 8 of attached Exhibit "F" was an acknowledgment by you that Robert Horton did not endorse or recommend the transaction between you and Liberty Capital.

ANSWER: Ms. Norris admits that the drafter of the attached Exhibit F apparently intended the initial to constitute such an acknowledgement, but denies that she knowingly acknowledged the same by initialing, which she did on her KNR attorneys' advice so she could obtain what she understood to be the proceeds from her lawsuit.

INTERROGATORY NO. 8: If any of your answers to Requests for Admission Nos. 63 through 68 are anything but an unqualified admission, please identify the facts, evidence, basis, and witnesses supporting such denial or qualified admission.

ANSWER: *See* Answers to RFAs 63 to 68, above, where facts, evidence, and bases for each denial are identified. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 14: Produce copies of any all documents supporting your Answers to Requests for Admissions Nos. 63 through 68.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

REQUEST FOR PRODUCTION NO. 15: Produce copies of any all documents supporting your Answer to Interrogatory No. 8.

RESPONSE: All responsive documents in Plaintiffs' possession have been produced.

VI. NON-RECOURSE CIVIL LITIGATION ADVANCE AGREEMENT (REFERRED TO BY PLAINTIFF MONIQUE NORRIS AS THE LIBERTY CAPITAL LOAN)

REQUEST FOR ADMISSION NO. 69: Admit the first sentence of the entire Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit "F", states as follows:

My name is Monique Norris and I reside at 1362 Doty Dr, Akron, OH 44306. I am entering into this non-recourse civil litigation advance agreement ("Agreement") with Liberty Capital Funding LLC ("Company") as of 10/30/2013.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 70: Admit the first sentence of the entire Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit "F", states the agreement is between Monique Norris and Liberty Capital Funding LLC., not between Monique Norris and KNR and not between Liberty Capital and KNR.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 71: Admit Plaintiff Monique Norris read the Non-Recourse Civil Litigation Advance Agreement, attached hereto as Exhibit “F”, before initialing every page of the document.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys’ advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 72: Admit the initials below appear on Exhibit “F” and are the initials of Monique Norris and were made by Monique Norris:



MN

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 73: Admit the initials of Monique Norris at the bottom of each page of Exhibit “F” is an acknowledgment Monique Norris read and agreed to the terms and conditions on that page.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the initials to be such an acknowledgement but she denies that she ever so acknowledged these terms or conditions herself. *See also* response to RFA No. 71 above.

REQUEST FOR ADMISSION NO. 74: Admit the signature below, which is contained at the bottom of page 7 of Exhibit “F”, was made by Plaintiff Monique Morris:



Monique Norris (Oct 30, 2013)
Seller

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 75: Admit Plaintiff Monique Norris’s signature at the bottom of page 7 of the Non-Recourse Civil Litigation Advance Agreement

acknowledged her agreement to the terms and conditions of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged these terms or conditions herself. *See also* response to RFA No. 71 above.

REQUEST FOR ADMISSION NO. 76: Admit the following was placed in bold and all uppercase letters directly above the area on the Non-Recourse Litigation Advance Agreement signed by Plaintiff Monique Norris, a copy of which is attached hereto as Exhibit "F".

DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL ADVICE REGARDING THIS TRANSACTION

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 77: Admit Plaintiff Monique Norris read the Non-Recourse Litigation Advance Agreement completely before signing the contract.

ANSWER: Ms. Norris does not recall whether she read this document, which she signed on her KNR attorneys' advice so she could obtain what she understood to be the proceeds from her lawsuit.

REQUEST FOR ADMISSION NO. 78: Admit Plaintiff Monique Norris was told in the Non-Recourse Litigation, in bold, uppercase letter: DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY."

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 79: Admit Attorney Robert Horton provided you no tax or financial advice regarding the Non-Recourse Litigation agreement.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 80: Admit you were advised to obtain the advice of

an attorney before you signed the contract and you chose not to seek such advice.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 81: Admit Robert Horton advised you against taking a loan with Liberty Capital or any other lending agency.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 82: Admit Robert Horton did not direct you to take a loan with Liberty Capital.

ANSWER: Deny. See response to Interrogatory No. 6, above.

REQUEST FOR ADMISSION NO. 83: Admit Page 1, Paragraph 2 of the Non-Recourse Litigation Advance Agreement provided the following term and/or condition:

2. I assign to Company an interest in the proceeds from my Legal Claim (defined below) equal to the funded amount of \$500.00 plus all other fees and costs to be paid out of the proceeds of my legal claim. I understand that the amount I owe at the end of the first six month interval shall be based upon the amount funded plus the displayed annual percentage rate of return (APRR) charge plus the below listed fees. Each six month interval thereafter shall be computed by taking prior six month balance owed and accessing the displayed six month APRR charge to that total (semi-annual compounding) plus the below listed fees. This shall continue for thirty-six months or until the full amount has been repaid.

MANDATORY DISCLOSURE STATEMENT

2. Total amount of funding received by consumer \$500.00

3. Itemized fees:

Processing	\$50.00
Delivery	\$75.00
Fee Total:	\$125.00

4. Total amount to be repaid by consumer - (plus itemized fees)
*(you will actually pay 24.5% based upon a 49.00% APRR with semi-annual compounding)

if at 6 months: Must be paid by 4/30/2014	\$778.13
if at 12 months: Must be paid by 10/30/2014	\$968.77
if at 18 months: Must be paid by 4/30/2015	\$1,206.11
if at 24 months: Must be paid by 10/30/2015	\$1,501.61
if at 30 months: Must be paid by 4/30/2016	\$1,869.51
if at 36 months: Must be paid by 10/30/2016	\$2,327.53

*The "if at 6 months" payment means any payment I make between the day after I get the money and 6 months from that date. The "if at 12 months" payment means any payment I make between the 6 months date and the 12 month date. This is how all the payment dates are calculated.

Seller Initials 

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 84: Admit that Plaintiff Monique Norris settled her

case after “if at 6 months” date (April 30, 2014).

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 85: Admit that Plaintiff Monique Norris settled her case before the “if at 12 months date” (October 30, 2014).

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 86: Admit that pursuant to Page 1, Paragraph 2 of the Non-Recourse Litigation Advance Agreement, “if at 12 months date” (October 30, 2014) means any payment made by or on behalf of Monique Norris to Liberty Capital for repayment of the loan between May 1, 2014, and October 30, 2014.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 87: Admit \$968.88 was the total amount to be paid by Monique Norris to Liberty Capital if paid between May 1, 2014, and October 30, 2014.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 88: Admit at the time of her settlement, which was after April 30, 2014, Monique Norris owed Liberty Capital \$968.77 per the terms and conditions of the Non-Recourse Litigation Advance Agreement, attached as Exhibit “F”.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 89: Admit that Liberty Capital initially requested \$968.76 as repayment of Monique Norris’s responsibility to Liberty Capital under the Non-Recourse Litigation Advance Agreement.

ANSWER: Ms. Norris was not privy to KNR’s communications with Liberty Capital and is thus without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 90: Admit Attorney Rob Horton requested Liberty Capital consider discounting the amount owed by Plaintiff Monique Morris to \$800.00.

ANSWER: Ms. Norris was not privy to KNR’s communications with Liberty Capital and is

thus without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 91: Admit Liberty Capital agreed to Attorney Rob Horton's request and discounted the amount owed to them by Monique Norris to \$800.00.

ANSWER: Ms. Norris was not privy to KNR's communications with Liberty Capital and is thus without sufficient information to admit or deny this request, though it does appear from her settlement memorandum that \$800.00 was the amount ultimately deducted from her settlement to pay Liberty Capital.

REQUEST FOR ADMISSION NO. 92: Admit Liberty Capital discounted the amount owed by Monique Norris to fully repay her obligations to Liberty Capital by \$168.76.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 93: Admit Liberty Capital discounted the amount owed by Monique Norris as full repayment of her obligations to it by approximately 17.4%.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 94: Admit Page 3, Paragraph 16 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

REPRESENTATIONS AND WARNINGS

16. Company has explained to me that the cost of this transaction may be more expensive than traditional funding sources such as a bank, credit card, finance company or obtaining money from a friend or relatives.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 95: Admit Liberty Capital explained to Monique Norris that the cost of her transaction with Liberty Capital may be more expensive than traditional funding sources such as a bank, credit card, finance company or obtaining money from a friend or relatives.

ANSWER: Deny. *See* response to Interrogatory No. 6 and RFA No. 71 above.

REQUEST FOR ADMISSION NO. 96: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 16 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 97: Admit Page 3, Paragraph 17 of the Non-Recourse Civil Litigation Advance Agreement, in the second paragraph under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

17. I acknowledge that my attorney has not offered any tax or financial advice. My attorney has made no recommendations regarding this transaction other than the appropriate statutory disclosures.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 98: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 17 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 99: Admit Page 3, Paragraph 18 of the Non-Recourse Civil Litigation Advance Agreement contained the following term, condition, representation, and/or warning:

18. Company has advised me to consult a lawyer of my own choosing before signing this Agreement. I have either received such legal advice or knowingly choose not to.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 100: Admit Plaintiff's signature on page 7 of the

Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 18 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 101: Admit Page 3, Paragraph 19 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

19. Company has advised me to consult a financial or tax professional of my own choosing before proceeding with this transaction. I have either received such professional advice or knowingly choose not to.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 102: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 19 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 103: Admit Page 3, Paragraph 20 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

20. Because Company is taking a significant and genuine risk in giving me this funding, I understand that they expect to make a profit. However, Company will be paid only from the proceeds of my Legal Claim, and agrees not to seek money from me directly if my Legal Claim is not successful.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 104: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 20 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 105: Admit Page 4, Paragraph 21 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

21. I have every intension of pursuing my legal claim to its conclusion. I understand that if I decide not to pursue the Legal Claim, I must notify Company by writing, email or fax within FIVE (5) BUSINESS DAYS of that decision.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 106: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 21 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 107: Admit Page 4, Paragraph 28 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

28. This is a non-recourse funding and is not a loan, but if a Court of competent jurisdiction determines that it is a loan, then I agree that interest shall accrue at the maximum rate permitted by law or the terms of this agreement, whichever is less.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 108: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 28 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 109: Admit Page 5, Paragraph 30 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

30. Company has fully explained to me the contents of this Agreement and all of its principal terms, and answered all questions that I had about this transaction. This was done in English or French or Spanish (*when appropriate*), the language I speak best.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 110: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 30 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 111: Admit Page 6, Paragraph 37 of the Non-Recourse Civil Litigation Advance Agreement, under a heading in bold and all uppercase letters: **REPRESENTATIONS AND WARNINGS**, contained the following term, condition, representation, and/or warning:

CONSUMER'S RIGHT TO CANCELLATION:

37. YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM COMPANY.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 112: Admit Plaintiff's signature on page 7 of the Non-Recourse Civil Litigation Advance Agreement acknowledged she read and understood Paragraph 37 of the agreement.

ANSWER: Ms. Norris admits that the drafter of the document apparently intended the signature to be such an acknowledgement but she denies that she ever so acknowledged this Paragraph herself. *See also* response to Interrogatory No. 6, RFA No. 71, above.

REQUEST FOR ADMISSION NO. 113: Admit Plaintiff Monique Norris never expressed any confusion as to the terms and conditions of the loan documents attached as Exhibit "F" to anyone before signing them.

ANSWER: Admit.

INTERROGATORY NO. 9: If any of your answers to Request for Admissions Nos. Request 69 through 113 are anything but an unqualified admission, please identify the facts and evidence supporting such qualified admission or denial.

ANSWER: *See* Answers to RFAs 63 to 68, above, where facts, evidence, and bases for each denial are identified. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 10: Please identify all communication between Plaintiff Monique Norris and any individual, loan company, loan officer, or any other individual or entity from whom Plaintiff Monique Norris sought information concerning obtaining a loan

from July 30, 2013, through May 25, 2014, including the date, name of individual and/or entity, any witnesses to such communication, and the substance of the communication. (This includes, but is not limited to any requests for loans from relatives, friends, KNR attorneys or employees, Liberty Capital, Oasis, Preferred Capital, any other loan companies, Ciro Cerrato, or any other individuals or entities).

ANSWER: The communication described in her response to Interrogatory No. 6, above, is the only communication Ms. Norris has any memory of regarding this loan.

REQUEST FOR PRODUCTION NO. 16: If any of your answers to Request for Admissions Nos. 69 through 113 are anything but an unqualified admission, please produce all documents supporting such denials or unqualified admissions.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 17: Produce copies of all documents that support your answer to Interrogatory No. 9.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 18: Produce copies of all documents that support your answer to Interrogatory No. 10.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

VII. DISCOVERY CONCERNING ALLEGATIONS OF SELF-DEALING AND KICKBACKS CONCERNING LIBERTY CAPITAL LOAN

INTERROGATORY NO. 11: Identify all facts and evidence that support your claim Defendants received "kickbacks in the form of referrals and other benefits in exchange for referring cases to the chiropractors", as alleged in Paragraph 160 B. vi. of the Fourth Amended Complaint.

ANSWER: Please refer to the detailed allegations set forth in the Fifth Amended Complaint which contains extensive quotes from KNR's own documents that constitute evidence of the quid pro quo relationship. To the extent this interrogatory asks Ms. Norris to identify every

piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 12: Identify all "kickbacks" KNR, Nestico, Redick, or any KNR employee or attorney received a "kickback", payment, incentive, reward, quid pro quo, or any monetary benefit from Liberty Capital as it relates to Plaintiff Monique Norris's loan with Liberty Capital.

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR's dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR's referrals.

INTERROGATORY NO. 13: Identify the facts, evidence, basis, and witnesses that support your claim in Paragraph 7 of the Fourth Amended Complaint that "Liberty Capital provided unlawful kickback payments to the KNR Defendants for every client that KNR referred for a loan."

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR's dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR's referrals. Ms. Norris also refers to the detailed allegations set forth in the Fifth Amended Complaint and reasserts her objection regarding contention interrogatories.

INTERROGATORY NO. 14: Identify the facts and evidence that support your claim in Paragraph 132 of the Fourth Amended Complaint that KNR was "engaging in self-

dealing regarding these loans.”

ANSWER: Ms. Norris is without sufficient information to respond completely to this interrogatory due to her lack of information about KNR’s dealings with Liberty Capital, but is aware that Liberty Capital would routinely, if sporadically, write down amounts owed to KNR clients in exchange for KNR’s referrals. Ms. Norris also refers to the detailed allegations set forth in the Fifth Amended Complaint and reasserts her objection regarding contention interrogatories.

REQUEST FOR ADMISSION NO. 114: Admit Defendants did not have a financial interest in the loan between Plaintiff Monique Norris and Liberty Capital, as alleged in Paragraph 160 C. iii. of the Plaintiff’s Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 115: Admit Defendant KNR, through attorney Robert Horton, considered whether the loan between Liberty Capital and Plaintiff Monique Norris was in her best interests and encouraged her to not enter into the loan and to consider other possible sources of funds, contrary to the allegations in Paragraph 160 C. iv. of the Plaintiff’s Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 116: Admit Plaintiff Monique Norris did not discuss a loan with KNR or any of its attorneys or employees from July 30, 2013, through October 22, 2013.

ANSWER: Admit.

INTERROGATORY NO. 15: If any of your answers to Request for Admissions Nos. 114 through 116 are anything but an unqualified admission, please identify the facts, evidence, basis, and witnesses that support such qualified admission or denial.

ANSWER: . *See* response to Interrogatory No. 6 and RFA No. 71 above. To the extent this

interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 19: Produce copies of any all documents supporting your answers to Interrogatory Nos. 11 through 15.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 20: Produce copies of any all documents supporting your answers to Requests for Admissions Nos. 114 through 116.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

VIII. DISCOVERY CONCERNING CLIENT SATISFACTION SURVEY

REQUEST FOR ADMISSION NO. 117: Admit attached Exhibit "E" is a true and accurate copy of the Client Satisfaction Survey completed by Monique Norris regarding KNR's representation of her.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 118: Admit KNR timely returned your phone calls.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 119: Admit the staff was always caring and concerned.

ANSWER: Ms. Norris admits that this was her impression when she filled out the survey but is without sufficient information to say whether or not this was true.

REQUEST FOR ADMISSION NO. 120: Admit when asked "How would you rate your overall satisfaction with us", you indicated the second highest of five choices, "Somewhat Satisfied."

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 121: Admit when asked “How likely is it that you would recommend us to a friend or family members?” you gave us the second highest rating out of five choices: Somewhat Likely.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 122: Admit your case progressed in a timely manner.

ANSWER: Ms. Norris admits that this was her impression when she filled out the survey but is without sufficient information to say whether or not this was true.

REQUEST FOR ADMISSION NO. 123: Admit you were satisfied with you medical care.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 124: Admit on attached Exhibit “E” you indicated you were satisfied with your medical care.

ANSWER: Admit.

INTERROGATORY NO. 16: If any of your answers to Requests for Admission Nos. 117 through 124 are anything but an unqualified admission, please identify the facts and evidence that support such qualified admission or denial.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 21: Produce copies of any and all documents

supporting your answer to Interrogatory No. 16.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 22: Produce copies of any and all documents supporting your answer to Request for Admission Nos. 117 through 124.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

IX. DISCOVERY CONCERNING CLASS "B" and "D"

REQUEST FOR ADMISSION NO. 125: Admit you included no allegations against KNR, Redick, or Nestico in the Class "D" allegations.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 126: Admit the following:

- A. Admit Defendant Sam Ghoubril, M.D. did not have a physician-patient relationship with Plaintiff Monique Norris.
- B. Admit Defendant Sam Ghoubril, M.D. did not provide medical treatment to Plaintiff Monique Norris at any time.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 127: Admit Defendant Sam Ghoubril, M.D. did not prescribe a TENS unit to Plaintiff Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 128: Admit Plaintiff Monique Norris was treated by Richard H. Gunning, M.D.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 129: Admit Richard H. Gunning, M.D. prescribed the TENS unit for Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 130: Admit peer-reviewed medical research

supports the effectiveness of a TENS unit (electrical-nerve-stimulation device) for treating pain from car accidents.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 131: Admit KNR did not deduct \$500.00 from the settlement of Monique Norris for payment of a TENS unit.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 132: Admit Sam Ghoubril, M.D. appears nowhere on Plaintiff's Settlement Memorandum (Exhibit "C").

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 133: Admit KNR deducted nothing from the settlement proceeds of Monique Norris for any charges by Sam Ghoubril, M.D.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 134: Admit the Clearwater Billing Services, LLC bill for treatment of Monique Norris was \$850.00. (This does not include the \$50.00 bill for the cost of medical records and/or radiological film from Clearwater Billing Services, LLC).

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 135: Admit only \$600.00, not \$850.00, was deducted from the settlement proceeds of Monique Norris for payment to Clearwater Billing Services, LLC for medical treatment to Ms. Norris.

ANSWER: Admit, to the extent the settlement memorandum is accurate.

REQUEST FOR ADMISSION NO. 136: Admit Clearwater Billing Services, LLC accepted \$600.00 as full and final payment from Monique Norris despite the total bill being \$850.00.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is

not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 137: Admit Clearwater Billing Services, LLC reduced its bill to Monique Norris by \$250.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 138: Admit Clearwater Billing Services, LLC reduced its bill to Monique Norris by approximately 29.4%.

ANSWER: Ms. Norris is without sufficient information to admit or deny this request. She is not in possession of the Clearwater bill and it was never provided to her.

REQUEST FOR ADMISSION NO. 139: Admit \$500.00 is a reasonable and customary charge for a TENS unit prescribed by a licensed physician treating a patient.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 140: Admit Ohio law permits physicians to charge a patient more for a TENS unit than the physician paid for the TENS unit.

ANSWER: Plaintiff admits that that Ohio law permits physicians to charge a reasonable markup for a TENS unit and denies that the markup charged by Ghoubrial was reasonable.

REQUEST FOR ADMISSION NO. 141: Admit with the reduction of \$250.00 from its bill, Clearwater Billing Services, LLC effectively charged Monique Norris \$250.00, and not \$500.00, for the TENS unit.

ANSWER: Deny.

REQUEST FOR ADMISSION 142: Admit none of the following coerced Monique Norris into “unwanted healthcare”, as claimed in Paragraph 4 of the Fourth Amended Complaint:

- A. Alberto Nestico, Esq.
- B. Robert Redick, Esq.

- C. Kisling, Nestico & Redick, LLC
- D. Robert Horton, Esq.
- E. Any attorney, partner, employee, or other representative of KNR.

ANSWER: Deny as to all.

INTERROGATORY NO. 17: Please identify the manner in which KNR, Nestico, Attorney Horton, Redick, or any employee or attorney of KNR coerced Monique Norris into “unwanted healthcare”, including the facts and evidence supporting that allegation.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 18 : If any of Plaintiff’s answers to Request for Admissions Nos. 125 through 142 are anything but an unqualified admission, please identify the facts and/or evidence supporting such qualified admission or denial.

ANSWER: These facts are set forth in paragraphs 82–113 of the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 23: Produce copies of any and all documents supporting your answers to Request for Admissions Nos. 125 through 142.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

REQUEST FOR PRODUCTION NO. 24: Produce copies of any and all documents supporting your answers to Interrogatory No. 17 and Interrogatory No. 18.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 25: Produce copies of any and all documents supporting your allegations as it relates to Class "D" allegations.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 26: Produce copies of all documents, articles, research papers, or other "peer-reviewed medical research" referenced in Paragraph 5 of the Plaintiffs' Fourth Amended Complaint.

RESPONSE: Citations for this research are provided in footnote 3 of the Fifth Amended Complaint. *See* Qaseem A, Wilt TJ, McLean RM, Forciea MA, for the Clinical Guidelines Committee of the American College of Physicians. "Noninvasive Treatments for Acute, Subacute, and Chronic Low Back Pain: A Clinical Practice Guideline From the American College of Physicians," *Ann Intern Med.* 2017;166:514–530. doi: 10.7326/M16-2367.

REQUEST FOR PRODUCTION NO. 27: Produce copies of all documents, articles, research papers, or other "peer-reviewed medical research" supporting Plaintiff's claim that electrical-nerve-stimulation devices ("TENS units") are ineffective in treating acute pain from car accidents.

RESPONSE: *See* Qaseem A, Wilt TJ, McLean RM, Forciea MA, for the Clinical Guidelines Committee of the American College of Physicians. "Noninvasive Treatments for Acute, Subacute, and Chronic Low Back Pain: A Clinical Practice Guideline From the American College of Physicians," *Ann Intern Med.* 2017;166:514–530. doi: 10.7326/M16-2367. Other responsive documents, papers, or research are believed to exist and will be identified to the extent Plaintiffs seek to use responsive documents, papers, or research to support their claims.

X. ADDITIONAL DISCOVERY

REQUEST FOR ADMISSION NO. 143: Admit the KNR Defendants did not directly solicit Monique Norris to become a client.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 144: Admit the KNR Defendants did not violate Ohio's prohibition against direct client-solicitation as it relates to Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 145: Admit the KNR Defendants did not "rob" Monique Norris of her right to unconflicted counsel, as alleged in Paragraph 3 of the Fourth Amended Complaint.

ANSWER: Plaintiff admits that she was not solicited in the manner to which Paragraph 3 refers, but denies that the KNR Defendants were unconflicted counsel, as they systematically prioritized the interests of healthcare providers over the interests of their clients.

REQUEST FOR ADMISSION NO. 146: Admit the KNR Defendants did not "rope" Monique Norris into retaining them by promising her "quick cash by way of an immediate high-interest loan", as alleged in Paragraph 3 of the Plaintiffs' Fourth Amended Complaint.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 147: Admit Monique Norris contacted KNR herself and agreed to be represented by KNR before she had a single discussion with KNR or any of its employees, attorneys, or representatives regarding a loan.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 148: Admit the allegations contained in Paragraph 3 of the Fourth Amended Complaint are not accurate as it relates to KNR's representation of Monique Norris.

ANSWER: Ms. Norris admits that KNR did not solicit her through a chiropractor and otherwise denies that the allegations of Paragraph 3 are inaccurate.

REQUEST FOR ADMISSION NO. 149: Admit KNR does not have a quid pro quo referral relationship with Minas Floros, D.C. or Akron Square Chiropractic.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 150: Admit KNR does not have a quid pro quo referral relationship with Richard Gunning, M.D., Sam Ghoubril, M.D. or Clearwater Billing Services, LLC.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 151: Identify the facts and evidence supporting your claim Nestico, Redick, KNR, or any KNR attorney, employee or representative coerced Monique Norris into unwanted healthcare.

ANSWER: Objection. This is not a properly stated Request for Admission.

REQUEST FOR ADMISSION NO. 152: Identify the facts and evidence supporting your claim in Paragraph 2 (and other paragraphs) of the Fourth Amended Complaint that Nestico, Redick, and KNR have a quid pro quo referral relationship with any healthcare providers, including but not limited to Minas Floros, D.C., Richard Gunning, M.D., Sam Ghoubril, M.D., Akron Square Chiropractic, Clearwater Billing Services, LLC, or any other health care provider.

ANSWER: Objection. This is not a properly stated Request for Admission.

REQUEST FOR ADMISSION NO. 153: Admit the KNR Defendants never circumvented Ohio's prohibition against direct client-solicitation of Monique Norris by communicating with chiropractor to solicit her as a client.

ANSWER: Ms. Norris admits she was not unlawfully solicited by KNR via a chiropractor and further states that she was unlawfully charged a \$50 fee for KNR's completing its

solicitation of her by sending a so-called “investigator” to her home to obtain her signature on KNR’s engagement agreement.

REQUEST FOR ADMISSION NO. 154: Admit you have no facts or evidence to support your claim in Paragraph 7 of the Fourth Amended Complaint that the KNR Defendants established a quid pro quo relationship with Liberty Capital Funding, LLC.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 155: Admit your allegation in Paragraph 18 of the Fourth Amended Complaint that “Defendant Ghoubrial recommended and sold a TENS Unit from Tritec” to Monique Norris is false.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 156: Admit Monique Norris never met or talked with Sam Ghoubrial before filing of the Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 157: Admit Monique Norris never met or talked with Sam Ghoubrial concerning a TENS unit before filing of the Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 158: Admit the narrative report of Minas Floros, D.C. was used by KNR in preparation for settlement of Ms. Norris’s claim.

ANSWER: Ms. Norris does not know what KNR did in preparation for settlement of her claim and thus is without sufficient information to admit or deny this request.

REQUEST FOR ADMISSION NO. 159: Admit the narrative report of Minas Floros, D.C. contains opinions not contained in the medical records.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 160: Admit Monique Norris consented to the

\$200.00 payment for the narrative report from Minas Floros, D.C.

ANSWER: Admit. Ms. Norris further states that she would not have consented to the \$200.00 payment had she been aware of its function as a kickback, or the quid pro quo arrangement between KNR and Floros.

REQUEST FOR ADMISSION NO. 161: Admit \$200.00 is a reasonable charge for an expert report from a chiropractor in a personal injury action in Summit County, Ohio.

ANSWER: Ms. Norris admits that \$200.00 could be a reasonable charge for an expert report by a chiropractor under certain circumstances.

REQUEST FOR ADMISSION NO. 162: Admit the \$1,845.91 paid to Monique Norris (see Paragraph 79 of the Fourth Amended Complaint and the Settlement Memorandum) was greater than the \$1,750 fee KNR charged for their contingency fee.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 163: Admit Monique Norris agreed to pay KNR 1/3 of the monies recovered on her behalf by KNR, which would have amounted to a contingency fee of approximately \$2,077.51.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 164: Admit KNR reduced its contingency fee from \$2,077.51 to \$1,750.00.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 165: Admit the \$327.51 reduction in KNR's contingency fee was enough to cover the \$200.00 narrative fee report of Mina Floros, D.C. and the \$50.00 MRS Investigations, Inc. charge.

ANSWER: Admit.

INTERROGATORY NO. 21: Identify and calculate the alleged damages that Plaintiff is seeking to recover and that the class members are seeking to recover for all claims in

which Plaintiff Monique Norris is a class member and/or class representative.

ANSWER: Ms. Norris is seeking disgorgement of the allegedly unlawful fees in the amount of those fees.

INTERROGATORY NO. 22: If any of your answers to Requests for Admissions Nos. 143 through 163 are anything but an unqualified admission, please identify the facts and evidence supporting your denial or qualified admission.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 28: Produce copies of any and all documents supporting your answers to Request for Admissions Nos. 143 through 163 and Interrogatories Nos. 19 through 22.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

XI. DISCOVERY CONCERNING CLASS "A" ALLEGATIONS

REQUEST FOR ADMISSION NO. 166: Admit Robert Redick, Esq. did not have a contract or fee agreement between himself individually and Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 167: Admit Alberto Nestico, Esq. did not have a contract or fee agreement between himself individually and Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 168: Admit an individual cannot breach a contract to which that individual is not a party.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 169: Admit Robert Redick, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 170: Admit Alberto Nestico, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 171: Admit Robert Horton, Esq. did not breach a fee agreement with Monique Norris.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 172: Admit KNR did not breach a fee agreement with Monique Norris.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 173: Admit Monique Norris has no facts or evidence to support the allegation that Robert Redick, Esq. or Alberto Nestico, Esq. individually entered into any fee agreement with any potential member of Class "A".

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 174: Admit Monique Norris has no facts or evidence to support her allegation Robert Redick, Esq. or Alberto Nestico, Esq. individually collected "investigation fees from their clients when these fees were for expenses not reasonably undertaken for so-called 'services' that were not properly chargeable as a separate case expense, or were never performed at all", as alleged in Paragraph 183 of Monique Norris' Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 175: Admit Monique Norris has no facts or evidence to support her allegation KNR collected “investigation fees from their clients when these fees were for expenses not reasonably undertaken for so-called ‘services’ that were not properly chargeable as a separate case expense, or were never performed at all”, as alleged in Paragraph 183 of Monique Norris’ Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 176: Admit Robert Redick, Esq. did not individually deduct an investigation fee from Monique Norris’ lawsuit proceeds.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 177: Admit Alberto Nestico, Esq. did not individually deduct an investigation fee from Monique Norris’ lawsuit proceeds.

ANSWER: Admit.

REQUEST FOR ADMISSION NO. 178: Admit Robert Redick, Esq. did not receive a “substantial benefit” from the \$50 Investigation Fee deducted from Monique Norris’ settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 179: Admit Alberto Nestico, Esq. did not receive a “substantial benefit” from the \$50 Investigation Fee deducted from Monique Norris’ settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 180: Admit KNR did not receive a “substantial benefit” from the \$50 Investigation Fee deducted from Monique Norris’ settlement proceeds.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 181: Admit Robert Redick, Esq. did not engage in “intentionally deceptive conduct” as alleged in Paragraph 188 of Plaintiffs’ Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 182: Admit Alberto Nestico, Esq. did not engage in “intentionally deceptive conduct” as alleged in Paragraph 188 of Plaintiffs’ Fourth Amended Complaint.

ANSWER: Deny.

REQUEST FOR ADMISSION NO. 183: Admit Robert Horton, Esq. did not engage in “intentionally deceptive conduct” as alleged in Paragraph 188 of Plaintiffs’ Fourth Amended Complaint.

ANSWER: Plaintiff is without sufficient information about Mr. Horton’s knowledge of KNR’s deceptive conduct to be able to respond to this Request for Admission.

INTERROGATORY NO. 23: Identify all facts that attorneys and staff were disciplined if prospective clients were not signed up within 24 hours, as outlined in Paragraph 17 of the Complaint.

RESPONSE: Former KNR attorneys Gary Petti and Robert Horton have informed Plaintiffs of this fact, which is also supported by KNR emails quoted in the Fifth Amended Complaint.

REQUEST FOR PRODUCTION NO. 29: If any of your answers to Requests for Admission Nos. 166 through 183 above are anything but an unqualified admission, produce copies of any and all documents supporting your denial or qualified admission.

RESPONSE: All responsive documents in Ms. Norris’s possession have been produced.

INTERROGATORY NO. 24: If any of your answers to Interrogatories Nos. 166 through 175 are anything but an unqualified admission, identify the facts and evidence supporting your denial or qualified admission.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 30: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class A.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 31: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class B.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 32: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class C.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 33: Produce copies of documents, photographs, video or audio recordings, records, correspondence, notes, electronic information, or any tangible items supporting your allegations relating to Class D.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

XII. ADDITIONAL DISCOVERY REQUESTS

REQUEST FOR PRODUCTION NO. 34: All Documents Plaintiff used, relied upon, or referred to in answering Defendants' First Set of Interrogatories.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 35: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for fraud.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 36: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, were intentionally concealing facts and making misrepresentations to Plaintiff.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 37: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for breach of contract.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 38: All Documents relating to Plaintiff's contention that Defendants, including, without limitation, Nestico, Redick, KNR, or any employee or attorney of KNR, are liable for unjust enrichment.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 39: All Documents relating to:

- A. Attorney Robert Horton.
- B. AMC Investigations, Inc. and Aaron M. Czeti.
- C. MRS Investigations, Inc. and Michael R. Simpson.
- D. Chuck DeRemer (Chuck DeRemar).
- E. Kisling, Nestico & Redick, LLC.
- F. Alberto Nestico, Esq.
- G. The alleged damages that Plaintiff seeks to recover in this Lawsuit.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 40: Produce any all documents demonstrating that Defendants, including, without limitation, Nestico, Redick, Horton, or any of KNR's attorneys, were purportedly unjustly enriched as alleged in the Fourth Amended Complaint.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 41: Produce any all documents concerning any and all communications between Plaintiff and/or Plaintiffs' counsel and the Cleveland Plain Dealer or Cleveland.com relating to this Lawsuit, and all Documents, including, without limitation, telephone records, relating to those Communications.

RESPONSE: Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence and is unduly burdensome under the circumstances. Plaintiffs may refer to the publicly available press releases about this lawsuit published at The Pattakos Law Firm LLC's website, which contain the substance of any such communications that have been made.

REQUEST FOR PRODUCTION NO. 42: Produce any all documents relating to any Twitter, Facebook, or other social media posts of Monique Norris (or her comments on other posts) relating to the underlying motor vehicle accident, her representation by KNR, her settlement, the current lawsuit, or any of the claims or defenses in this case.

RESPONSE: Ms. Norris recalls posting once on facebook about her accident and will produce a copy of the post.

INTERROGATORY NO. 25: Please identify every "false representation of fact", omission of fact, "misrepresentation", or any false, misleading, incomplete, or incorrect statement or communication of any KNR attorney or employee that was relied upon by Plaintiff Monique Norris or any of the Class "A" members or potential members, including for each such instance: the identity of the individual who communicated or wrongfully failed to communicate the information to Ms. Norris, the date made, the substance of the communication, and any witnesses to such communication.

ANSWER: To the best of Plaintiffs' knowledge, the misrepresentations at issue pertain to Defendants' concealment of the true nature of the so-called "investigation fee," e.g., that the investigators are not actually investigators, and perform administrative functions that any law firm would have to perform to represent a client, charges for which are properly subsumed in the firm's overhead expenses, or the firm's expenses in soliciting clients, which are in no event properly charged to a client. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting

Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985). Additionally, Request for Admission No. 27 contained more than 65 subparts, thus, this interrogatory alone would exceed the number of interrogatories permitted by the Civil and Local Rules even if it were otherwise proper.

INTERROGATORY NO. 26: Please identify the facts and evidence supporting your allegations the Defendants engaged in systematic violations of the Ohio Rules of Professional Conduct, breach of fiduciary duties, "calculated schemes to deceive and defraud", and "unlawful, deceptive, fraudulent, and predatory business practices" and the claim Defendants "degraded the profession, and warped the market for legal services".

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 27: Identify the facts and evidence supporting your allegations relating to Class "A".

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs' claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs' possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 28: Identify the facts and evidence supporting your allegations relating to Class “B”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 29: Identify the facts and evidence supporting your allegations relating to Class “C”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

INTERROGATORY NO. 30: Identify the facts and evidence supporting your allegations relating to Class “D”.

ANSWER: These facts are set forth throughout the Fifth Amended Complaint. To the extent this interrogatory asks Ms. Norris to identify every piece of evidence that she contends supports her claims, she objects, as a contention interrogatory is inappropriate at this stage of the proceedings, particularly where, as here, the evidence supporting Plaintiffs’ claims is set forth extensively in the complaint and other pleadings and where all evidence in Plaintiffs’ possession has been produced. *See In re Convergent Technologies Secs. Litigation*, 108 F.R.D. 328, 337 (N.D.Cal.1985).

REQUEST FOR PRODUCTION NO. 43: Produce any and all documents supporting your Answers to Interrogatories 1 through 30.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

REQUEST FOR PRODUCTION NO. 44: Produce any and all documents supporting your Answers to Requests for Admissions Nos. 1 through 183, unless already produced.

RESPONSE: All responsive documents in Ms. Norris's possession have been produced.

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)

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peter@pattakoslaw.com

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

The foregoing document was served on counsel for the KNR Defendants by email on January 16, 2018.

/s/ Peter Pattakos

Attorney for Plaintiffs

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<p style="text-align: right;">Page 1</p> <p>1 COMMON PLEAS COURT OF THE STATE OF OHIO</p> <p>2 IN AND FOR THE COUNTY OF SUMMIT</p> <p>3</p> <p>4 MEMBER WILLIAMS, et al.,</p> <p>5 Plaintiffs,</p> <p>6 vs. JUDGE JAMES A. BROGAN</p> <p>7 CASE NO. CV-2016-09-3928</p> <p>8</p> <p>9 KISLING, NESTICO & REDICK</p> <p>10 LLC, et al.,</p> <p>11 Defendants.</p> <p>12</p> <p>13 VIDEOTAPED DEPOSITION OF MONIQUE NORRIS</p> <p>14 MONDAY, JANUARY 28, 2019</p> <p>15 9:52 A.M.</p> <p>16 DoubleTree by Hilton Hotel</p> <p>17 3150 West Market Street</p> <p>18 Fairlawn, Ohio</p> <p>19</p> <p>20</p> <p>21 REPORTED BY:</p> <p>22 Sarah R. Drown</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 3</p> <p>1 For Defendant Rob A. Nestico, Esq.:</p> <p>2 DAVID M. BEST CO., LPA</p> <p>3 DAVID M. BEST, ESQ.</p> <p>4 4900 West Bath Road</p> <p>5 Akron, Ohio 44333</p> <p>6 (330) 665-1855</p> <p>7 dmb@dmbestlaw.com</p> <p>8</p> <p>9 For the Defendant Robert W. Redick, Esq.:</p> <p>10 WEISMAN, KENNEDY & BERRIS CO., LPA</p> <p>11 DANIEL P. GOETZ, ESQ.</p> <p>12 1600 Midland Building</p> <p>13 101 West Prospect Avenue</p> <p>14 Cleveland, Ohio 44115</p> <p>15 (216) 781-1111</p> <p>16 dgoetz@weismanlaw.com</p> <p>17</p> <p>18 For the Defendant Sam N. Ghoubril, M.D.:</p> <p>19 LEWIS BRISBOIS BISGAARD & SMITH LLP</p> <p>20 BRADLEY J. BARMEN, ESQ.</p> <p>21 1375 East 9th Street, Suite 2250</p> <p>22 Cleveland, Ohio 44114</p> <p>23 (216) 344-9422</p> <p>24 brad.barmen@lewisbrisbois.com</p> <p>25</p>
<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 For Plaintiffs:</p> <p>4 PATTAKOS LAW FIRM LLC</p> <p>5 PETER PATTAKOS, ESQ.</p> <p>6 101 Ghent Road</p> <p>7 Fairlawn, Ohio 44333</p> <p>8 (330) 836-8533</p> <p>9 peter@pattakoslaw.com</p> <p>10</p> <p>11 For Defendant Kisling, Nestico & Redick LLC:</p> <p>12 LEWIS BRISBOIS BISGAARD & SMITH LLP</p> <p>13 THOMAS P. MANNION, ESQ.</p> <p>14 1375 East 9th Street, Suite 2250</p> <p>15 Cleveland, Ohio 44114</p> <p>16 (216) 344-9422</p> <p>17 tom.mannion@lewisbrisbois.com</p> <p>18 - and -</p> <p>19 SUTTER O'CONNELL CO.</p> <p>20 JAMES M. POPSON, ESQ.</p> <p>21 3600 Erieview Tower</p> <p>22 1301 East 9th Street</p> <p>23 Cleveland, Ohio 44114</p> <p>24 (216) 928-4504</p> <p>25 jpopson@sutter-law.com</p>	<p style="text-align: right;">Page 4</p> <p>1 ALSO PRESENT:</p> <p>2</p> <p>3 IVAN BERCIAN, VIDEOGRAPHER</p> <p>4 ROB A. NESTICO, ESQ.</p> <p>5 JOHN J. REAGAN, ESQ.</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p>1 Q Okay. And you knew that -- the report on your 2 settlement memorandum, Dr. Floros for \$200, 3 were you upset with that at that time? 4 A Yes. 5 Q Okay. 6 A I didn't know what the fee was for. 7 Q And that's from the day after you signed the 8 settlement memorandum, you did not know what 9 that fee was for, correct? 10 A Correct. 11 Q Why didn't you call KNR up? 12 A I don't know. 13 Q Okay. Well, let me ask you, these four 14 classes. We get to Liberty Capital. What is 15 your understanding of what the class is 16 claiming against KNR as it relates to the 17 Liberty Capital loans? 18 A That if they refer people to them, that they 19 get something in return. 20 Q Okay. Anything else? 21 A No. 22 Q And you say "refer." What do you mean by 23 "refer"? Just -- 24 A Telling people to go to them. 25 Q Okay. I was a little confused in your</p>	<p>1 that you take a loan with Liberty Capital, and 2 your answer was no, nobody did. I mean you 3 admitted that they didn't do that. But then 4 you went on to say but they directed you to 5 take a loan with Liberty Capital. I'm trying 6 to find the difference between "recommending" 7 and "directing." 8 A Well, "directing" is more so to mean, like, 9 telling you, "Hey, you can take a loan from 10 this company." "You should take a loan from 11 this company." 12 Recommending is, "Well, hey, this is just 13 a suggestion and you can still find an outside 14 loan company for yourself if you choose to." 15 Q And when you answered my questions, that's the 16 definition you gave to those words, fair? 17 A Yes. 18 Q Okay. 19 A I don't know exactly word for word, because I 20 have my attorney -- my attorney submitted it on 21 behalf of myself. 22 Q Did you review them before they were submitted? 23 A Yes. 24 Q And you agreed with them? 25 A Briefly. Yes.</p>
<p>1 discovery responses, because you admitted that 2 nobody at KNR recommended Liberty Capital but 3 you denied that same question as it related to 4 directing you to get a loan with Liberty 5 Capital. Do you remember those answers? 6 A Yes. 7 Q Okay. Is there a difference between 8 recommending a loan and directing you to take a 9 loan? 10 A Well, at the time I thought I didn't -- I may 11 have but -- taken a loan out, but they did tell 12 me that I needed to -- that I did ask them 13 for -- that I wanted to settle my case. So at 14 the time I thought it was a part of my 15 settlement. I didn't exactly know 100 percent 16 that it was from a loan company. 17 Q Okay. I understand. I think different -- I 18 think you might be answering a different 19 question, probably because I asked a bad 20 question. 21 In your discovery responses to us where 22 you signed things, they were called requests 23 for admissions, do you remember seeing those? 24 A Yes. 25 Q We asked you whether anybody at KNR recommended</p>	<p>1 MR. MANNION: And I'm not 2 sure if we even have a -- 3 A To the best of my knowledge, for the most part. 4 MR. MANNION: -- verification 5 page yet on those, Peter. If that was 6 attached, a verification page. 7 MR. PATTAKOS: No, I don't 8 think so. We'll get you that today, though. 9 MR. MANNION: If you would, 10 yeah. I would appreciate that. 11 Q You do agree that your answers were true to the 12 best of your knowledge? 13 A Yes. 14 Q Okay. So let's go back to this, because now 15 you say refer people to Liberty Capital and I'm 16 trying to find out what you mean by "refer." 17 A That's what you said. 18 Q Okay. I'm asking you, what is your 19 understanding of the claim against KNR as it 20 relates to Liberty Capital? 21 A I'm not understanding what you're saying. 22 Q You have a claim against KNR -- 23 A I understand that. 24 Q -- regarding the Liberty Capital loans. What 25 is that claim?</p>

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<p>1 in to some things and I would like to go here,"</p> <p>2 they don't say -- no, we don't recommend that</p> <p>3 because of this reason, for whatever. Like how</p> <p>4 I did with the chiropractor.</p> <p>5 Q I'm trying to decide if that answered my</p> <p>6 question or if I need to ask a new one. I</p> <p>7 really can't -- you sort of got off on a little</p> <p>8 tangent here. I'm not sure we're communicating</p> <p>9 real well today. I'll try to ask better</p> <p>10 questions here. Okay?</p> <p>11 So the basis for you believing that KNR</p> <p>12 is getting a kickback from Liberty Capital is</p> <p>13 because they refer all of their clients to</p> <p>14 Liberty Capital and, therefore, the only</p> <p>15 logical reason they would do that is they get a</p> <p>16 kickback?</p> <p>17 A Yes, because to me that is kind of like a sign</p> <p>18 to insinuate that they have some sort of</p> <p>19 partnership with them.</p> <p>20 Q How?</p> <p>21 A Because if I'm saying, like, "Well, I don't</p> <p>22 want to go to Liberty Capital," "Well, we don't</p> <p>23 think you should go any place else."</p> <p>24 Q Right. Did you say that?</p> <p>25 A No. I'm saying that's an example.</p>	<p>1 Q Okay. They're actually hired independently, by</p> <p>2 the way.</p> <p>3 A Okay.</p> <p>4 Q Does that change your answer?</p> <p>5 A With her from the courts?</p> <p>6 Q No, she's not from the courts. They're court</p> <p>7 reporters. They're not with the court system,</p> <p>8 they're independent.</p> <p>9 A Okay.</p> <p>10 Q Does that change your answer to the question?</p> <p>11 A No.</p> <p>12 Q Okay. So --</p> <p>13 A They were very adamant about it.</p> <p>14 Q They were adamant with you, that you have to</p> <p>15 use Liberty Capital?</p> <p>16 A No, not just Liberty Capital, just who they</p> <p>17 recommend, period. Who they tell you you need</p> <p>18 to go to.</p> <p>19 Q No, I'm talking Liberty Capital for loans right</p> <p>20 now. Okay?</p> <p>21 A And I -- right. And I just stated that that's</p> <p>22 who they -- it's like they tell you -- like</p> <p>23 indirectly tell you that's who you have to go</p> <p>24 to.</p> <p>25 Q How do they indirectly tell you that's who you</p>
<p>1 Q Did you say that?</p> <p>2 A No.</p> <p>3 Q Okay. So then why are you thinking that just</p> <p>4 because they send all of their people to</p> <p>5 Liberty Capital, in your mind you think that,</p> <p>6 why does that tell you that they have -- get</p> <p>7 some type of kickback?</p> <p>8 A Because why would I continuously just send</p> <p>9 someone to a specific place and not get some</p> <p>10 type of benefit from it?</p> <p>11 Q Maybe they're treating your clients well. Is</p> <p>12 that a good explanation?</p> <p>13 A I don't think so.</p> <p>14 Q Really?</p> <p>15 A Yes.</p> <p>16 Q Okay. What if I hire Sarah for all of my</p> <p>17 depositions here because she does a really good</p> <p>18 job? Does that mean I have an ownership</p> <p>19 interest in the court reporting company?</p> <p>20 A No.</p> <p>21 Q You wouldn't make that logical leap, would you?</p> <p>22 A No.</p> <p>23 Q You would just think she does a good job and</p> <p>24 Tom likes that?</p> <p>25 A Yes, because she's from the courts.</p>	<p>1 have to go to?</p> <p>2 A Because they're very adamant about it. They</p> <p>3 keep telling you like, oh, well, you should go</p> <p>4 to this person. We want you to go to this</p> <p>5 person. This is who we use.</p> <p>6 Q Who said that?</p> <p>7 A The attorney. Dr. -- Mr. Horton.</p> <p>8 Q Rob Horton said that?</p> <p>9 A Yes. That's who the company uses.</p> <p>10 Q That's why you went and got a loan with Liberty</p> <p>11 Capital?</p> <p>12 A Yes.</p> <p>13 Q I thought that you never talked with anyone at</p> <p>14 KNR about Liberty Capital.</p> <p>15 A I didn't.</p> <p>16 Q You did?</p> <p>17 A No.</p> <p>18 Q You didn't?</p> <p>19 A I did not, no.</p> <p>20 Q If you didn't talk with them about Liberty</p> <p>21 Capital, how did you know -- how did they push</p> <p>22 you in to getting a loan with Liberty Capital?</p> <p>23 A I'm not stating that. I never stated that I</p> <p>24 decided, like, hey, well, this is who I'm going</p> <p>25 to take the loan with. I'm just stating my</p>

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<p style="text-align: right;">Page 93</p> <p>1 situation. If that were to happen, that's what</p> <p>2 it would be.</p> <p>3 Q Well, I'm not talking about an if situation,</p> <p>4 I'm talking about what actually happened with</p> <p>5 you.</p> <p>6 A I didn't know that I signed papers to get a</p> <p>7 loan with Liberty Capital.</p> <p>8 Q Okay. So Rob Horton never told you "Use</p> <p>9 Liberty Capital"?</p> <p>10 A No. He said -- when we were talking about</p> <p>11 everything in the beginning, he said if you</p> <p>12 want to get an advance from your settlement</p> <p>13 before we fully finish the case and everything,</p> <p>14 that's who they want me to use.</p> <p>15 Q Okay. When was that?</p> <p>16 A Like a couple weeks after we were -- while we</p> <p>17 were going through the paperwork when I went to</p> <p>18 meet him for the first time at the office.</p> <p>19 Q Okay. So very early on in the case?</p> <p>20 A Yes.</p> <p>21 Q And when you called back up looking for money,</p> <p>22 is that what you were asking about, was an</p> <p>23 advance?</p> <p>24 A No.</p> <p>25 Q That was separate. So I'm trying to figure out</p>	<p style="text-align: right;">Page 95</p> <p>1 gave it to me.</p> <p>2 Q Who signed?</p> <p>3 A Mr. Horton.</p> <p>4 Q Okay. And gave you this check and then you</p> <p>5 cashed it?</p> <p>6 A Yes. I went and deposited it into the bank.</p> <p>7 Q Do you recall when that was?</p> <p>8 A It was around -- in October.</p> <p>9 Q Okay. Do you have something where you could</p> <p>10 check on that Michigan trip to see what the</p> <p>11 actual date was?</p> <p>12 A What do you mean?</p> <p>13 Q Something at home or a calendar or something</p> <p>14 where you could refresh your memory better as</p> <p>15 to when that Michigan trip was.</p> <p>16 A I can ask my fiancé.</p> <p>17 Q Yeah. His name is?</p> <p>18 A Marcus House.</p> <p>19 Q Okay. Yeah, if you would. Get that</p> <p>20 information to your lawyer.</p> <p>21 A Yes.</p> <p>22 Q I would appreciate that.</p> <p>23 So you're saying now that at the time you</p> <p>24 got this money, nobody at KNR told you the</p> <p>25 money was coming from Liberty Capital?</p>
<p style="text-align: right;">Page 94</p> <p>1 here -- because you're saying they directed you</p> <p>2 to use Liberty Capital but you're telling me</p> <p>3 you didn't even know this money came from</p> <p>4 Liberty Capital?</p> <p>5 A No, I didn't originally. No.</p> <p>6 Q When did you find out?</p> <p>7 A I don't know. I don't remember the exact dates</p> <p>8 or time frame.</p> <p>9 Q Well, I mean in relation to when you got the</p> <p>10 money. When did you find out it came from</p> <p>11 Liberty Capital?</p> <p>12 A More recent.</p> <p>13 Q Just like in the last few months?</p> <p>14 A Yes.</p> <p>15 Q How did you get this money? How was it given</p> <p>16 to you?</p> <p>17 A A check.</p> <p>18 Q From whom?</p> <p>19 A From KNR. I went to the office --</p> <p>20 Q A KNR check?</p> <p>21 A Yes. I went and picked it up from the office.</p> <p>22 Q Was KNR the person who wrote the check as well,</p> <p>23 or did it come from a third party?</p> <p>24 A I don't know. I just know he signed his name</p> <p>25 and everything while we were sitting there and</p>	<p style="text-align: right;">Page 96</p> <p>1 A No.</p> <p>2 Q Okay.</p> <p>3 MR. BEST: No, you're not</p> <p>4 saying that, or no, you are saying that?</p> <p>5 THE WITNESS: No one told me.</p> <p>6 MR. MANNION: I know, it</p> <p>7 does -- it's consistent. I think that's</p> <p>8 consistently what she means by that.</p> <p>9 Q But when you read it in the transcript, it's</p> <p>10 hard to tell.</p> <p>11 A I'm sorry.</p> <p>12 It's hot.</p> <p>13 Q It is a little hot in here.</p> <p>14 So you're on the phone and you say you</p> <p>15 want some funds. I would like my case to be</p> <p>16 done. Tell me about that conversation. What</p> <p>17 happens?</p> <p>18 A Yes, I told him I was just frustrated with the</p> <p>19 whole case. I told him that I didn't feel</p> <p>20 comfortable with the doctor's office or the</p> <p>21 chiropractor -- the pain management doctor's</p> <p>22 office or the chiropractor -- and that I wanted</p> <p>23 to just be done with the whole case because I</p> <p>24 did not feel that they were doing anything for</p> <p>25 me.</p>

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<p style="text-align: right;">Page 169</p> <p>1 A But -- as far as my stuff for my deposits and 2 all of that stuff.</p> <p>3 Q Okay. Because we sent these 30 days ago.</p> <p>4 A Okay.</p> <p>5 Q And you haven't done anything to get these 6 documents?</p> <p>7 A Well, the bank is closed by the time I get off 8 of work. When I go to work, the bank is --</p> <p>9 Q What days do you work?</p> <p>10 A Monday through Friday.</p> <p>11 Q What about Saturday morning?</p> <p>12 A I work Saturdays also.</p> <p>13 Q Okay. So you can never get to the bank ever?</p> <p>14 A No. Most of the time I'm not able to.</p> <p>15 Q Well, you understand that if we ask for certain 16 information, absent an objection from your 17 attorney saying you shouldn't produce it, that 18 you have an obligation?</p> <p>19 A That's fine. I'm not saying I won't bring it. 20 I'll make sure you guys get a copy.</p> <p>21 Q A copy of? What are you referring to? A copy 22 of what?</p> <p>23 A If anything went into my account. You asked 24 for the stuff for my bank statements.</p> <p>25 Q What about some of these other documents? For</p>	<p style="text-align: right;">Page 171</p> <p>1 A Ms.moniquemarie269@gmail.com.</p> <p>2 Q Okay. Ms.moniquemarie25@yahoo.com?</p> <p>3 A 269@gmail.com.</p> <p>4 Q Okay. Did you use to have 5 ms.moniquemarie25@yahoo.com?</p> <p>6 A It's possible. I've had this email that I use 7 for -- it's been a long time.</p> <p>8 Q Okay. Have you used both emails, do you know?</p> <p>9 A No, I don't use the Yahoo. I don't use Yahoo. 10 I use Gmail.</p> <p>11 Q Okay. Have you ever had that Yahoo email?</p> <p>12 A Not that I can remember. That's why I said 13 it's possible.</p> <p>14 Q If there was emails to and from an 15 ms.moniquemarie25@yahoo.com and Ciro Cerrato, 16 the owner of Liberty Capital, you don't 17 remember any of those?</p> <p>18 A No.</p> <p>19 Q Do you remember how you signed the loan 20 documents?</p> <p>21 A No.</p> <p>22 Q Did you just sign them right there at the 23 table?</p> <p>24 A I think so, but I'm not 100 percent sure.</p> <p>25 Q Okay. Where were you when you signed the loan</p>
<p style="text-align: right;">Page 170</p> <p>1 example, if we look at number 2, it says, "All 2 documents relating to communications between 3 Plaintiff and KNR at any time."</p> <p>4 And I know that in document production 5 you produced an email that you've had with KNR.</p> <p>6 A Uh-huh.</p> <p>7 Q Yes?</p> <p>8 A Yes. Sorry.</p> <p>9 Q Was there any other written communications you 10 had with KNR?</p> <p>11 A No, other than the papers that we actually 12 signed together.</p> <p>13 Q Okay. What about any other emails to or from?</p> <p>14 A No. I don't have any other.</p> <p>15 Q And then if we go down to -- if we go down to 16 number 9, "All documents related to 17 communications between Plaintiff and Liberty 18 Capital at any time."</p> <p>19 Did you look in your email for those?</p> <p>20 A No.</p> <p>21 Q Why not?</p> <p>22 A Because I didn't think I would have any emails 23 from Liberty Capital.</p> <p>24 Q Okay. What's your -- well, let me ask you 25 this, what is your email address, ma'am?</p>	<p style="text-align: right;">Page 172</p> <p>1 documents?</p> <p>2 A I believe I was at KNR.</p> <p>3 Q You didn't know they were loan documents at the 4 time --</p> <p>5 A No.</p> <p>6 Q -- correct?</p> <p>7 How many pages did you sign?</p> <p>8 A I don't know.</p> <p>9 Q Okay. Can you go back through and check to see 10 what your email address was and whether you had 11 ms.moniquemarie25@yahoo.com? Is that something 12 you can go check on?</p> <p>13 A I don't know how I would look that up, but ...</p> <p>14 Q Okay. You have no documents relating to --</p> <p>15 A Can I -- I'm sorry.</p> <p>16 Q Go ahead.</p> <p>17 A If it would be -- if it would have been that 18 email address, wouldn't I have been 19 communicating with KNR through that same 20 website? I mean that same email.</p> <p>21 Q I don't now what email you have and what you 22 use. I have no idea.</p> <p>23 A Well, I only use the Gmail. So if I would have 24 been communicating with yahoo, then that would 25 mean I would have that through KNR. I've been</p>

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<p>1 communicating -- when I was communicating with 2 KNR, it was only through -- it was through 3 Gmail. 4 Q How many emails did you have with KNR? 5 A Just the one. 6 Q Okay. 7 A And that should have been -- that's where I got 8 the email that I gave my attorney. 9 Q Okay. 10 A Was from the ms.moniquemarie269@gmail.com. 11 Q That was in May of 2014, long after the loan, 12 right? 13 A Yes. 14 Q Let me ask you this, do you have any documents 15 relating to communications between you and 16 anybody other than KNR, and I'm going to list 17 off a number of people. Okay? 18 A Okay. 19 Q Any with Rob Nestico? 20 A No. The only thing that I have for KNR is what 21 I submitted. 22 Q Okay. So -- 23 A That was the only thing that I have at all. 24 Q So none with Robert Redick either? 25 A No.</p>	<p>1 And you told us before that the only thing you 2 reviewed were those notes from Mr. Pattakos? 3 A Yes. 4 Q Okay. And they helped to refresh your 5 recollection about what was going on in this 6 case and what the claims were and the defenses? 7 A Yes. 8 Q And absent those, it would have been a little 9 more difficult to testify today on the facts? 10 A Excuse me? 11 Q Without your memory being refreshed on some of 12 those claims and defenses, it would have been a 13 little more difficult to talk about them here 14 today? 15 A No. 16 Q Okay. But they did refresh your recollection 17 as to what was going on in the case, what the 18 allegations were, defenses, facts, things like 19 that? 20 A Yes, some. 21 Q Okay. So back when the investigator came to 22 your house, do you remember -- or to your 23 cousin's house, right? 24 A Yes. 25 Q Approximately what time was that that they got</p>		
<p>1 Q Any with Dr. Floros? 2 A No. 3 Q Dr. Ghoubrial? 4 A No. 5 Q Dr. Gunning? 6 A No. 7 Q Akron Square? 8 A No. 9 Q Okay. 10 A They didn't even ask for an email. But I 11 usually don't put emails down. 12 Q And you don't believe you have any between you 13 and Liberty Capital either? 14 A No. It's possible, I just -- I don't believe I 15 do. When I looked, no. 16 Q And the first one we asked about were tax 17 returns, and I understand there's been an 18 objection to that one. So I'm not going to ask 19 you for that. 20 MR. MANNION: I assume that 21 objection is still on, Peter. 22 MR. PATTAKOS: It sure is. 23 MR. MANNION: Okay. 24 Q The number 10 was "Any and all documents you 25 reviewed in preparation for your deposition."</p>	<p>1 there? 2 A It was in the evening. It was dark. So it 3 could have been anywhere from 5 or 6:00, 7:00, 4 8:00. Somewhere in there. It was between 5 those time frames. 6 Q Okay. And how did you get to your cousin's 7 house? Was your car still operable? 8 A No. 9 Q Okay. 10 A I had a rental car. 11 Q Where was your car at? 12 A My car actually was -- they took it and they 13 took it to the impound place. 14 Q Okay. Do you know where that was? 15 A No. They were totaling my car out. 16 Q Okay. How did you get over to your cousin's 17 then? 18 A A rental car. 19 Q A rental. I'm sorry. 20 So when the investigator came out, you 21 and your cousin both talked to him? 22 A Yes. 23 Q Do you remember his name? 24 A No. 25 Q Tell me everything you remember about the</p>		

My name is Monique Norris and I reside at 1362 Doty Dr, Akron, OH 44306. I am entering into this non-recourse civil litigation advance agreement ("Agreement") with Liberty Capital Funding LLC ("Company") as of 10/30/2013.

1. I accept the sum of \$500.00 from Company. I direct the funds to be distributed as follows: \$500.00 payable to Monique Norris.

2. I assign to Company an interest in the proceeds from my Legal Claim (defined below) equal to the funded amount of \$500.00 plus all other fees and costs to be paid out of the proceeds of my legal claim. I understand that the amount I owe at the end of the first six month interval shall be based upon the amount funded plus the displayed annual percentage rate of return (APRR) charge plus the below listed fees. Each six month interval thereafter shall be computed by taking prior six month balance owed and accessing the displayed six month APRR charge to that total (semi-annual compounding) plus the below listed fees. This shall continue for thirty-six months or until the full amount has been repaid.

MANDATORY DISCLOSURE STATEMENT

2. Total amount of funding received by consumer \$500.00

3. Itemized fees:

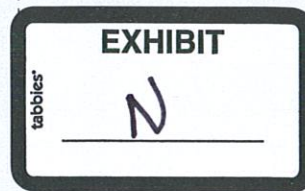
Processing	\$50.00
Delivery	\$75.00
Fee Total:	\$125.00

4. Total amount to be repaid by consumer - (plus itemized fees)
*(you will actually pay 24.5% based upon a 49.00% APRR with semi-annual compounding)

if at 6 months: Must be paid by 4/30/2014	\$778.13
if at 12 months: Must be paid by 10/30/2014	\$968.77
if at 18 months: Must be paid by 4/30/2015	\$1,206.11
if at 24 months: Must be paid by 10/30/2015	\$1,501.61
if at 30 months: Must be paid by 4/30/2016	\$1,869.51
if at 36 months: Must be paid by 10/30/2016	\$2,327.53

*The "if at 6 months" payment means any payment I make between the day after I get the money and 6 months from that date. The "if at 12 months" payment means any payment I make between the 6 months date and the 12 month date. This is how all the payment dates are calculated.

Seller Initials MN
MN



DEFINITIONS

3. "Customer or Seller" is *Monique Norris* who receives the money.
4. "Company or LCF" is Liberty Capital Funding LLC, Liberty Capital Funding LLC who gives the money.
5. "Legal Claim" means (a) the matter which occurred on or about 7/29/2013 which is captioned Monique Norris ; (b) all applicable proceedings, proceedings on appeal or remand, enforcement, ancillary, parallel, or alternative dispute resolution proceedings and processes arising out of or relating to such case; (c) any other proceedings founded on the underlying facts giving rise to such case in which Customer is a party; and (d) any arrangements made with Customer with another party to such case which resolves any of the Customer's claims against such party.
6. "Proceeds" means all property or things of value payable on account of the Legal Claim including, without limitation, cash, negotiable instruments, contract rights, annuities and securities whether obtained by judgment, settlement, arbitration award or otherwise. Without limitation, "Proceeds" shall include a reasonable estimate of the monetary value of all non-cash benefits receivable by Customer on account of the Legal Claim.

OBLIGATION TO REPAY IS CONTINGENT

7. If my Legal Claim is lost and no money is awarded or owed to me then I do not have to repay any money to Company. If I am successful on my Legal Claim and I am awarded or owed money, Company shall receive its money before I receive any remaining monies.

FEES AND COSTS

8. I agree to pay the entire amounts listed on the schedule on page 1. I understand that all fees and costs will be added to the APRR sums that I pay company out of the proceeds of my legal claim.
9. The annual percentage rate of return (APRR) is charged starting from the date of this Agreement until the first date of the scheduled payment period(s) listed on page 1. So for example if you make a payment in month 5, you shall pay the full amount owed listed in "if at 6 months" and so on.
10. In the case of multiple fundings, each funding will be treated as a separate and independent transaction and these fees shall accrue on each funded sum from the date of each individual funding.

Seller Initials

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ASSIGNMENT OF PROCEEDS

11. I hereby assign to and grant to Company an assignment, lien and security interest in the proceeds of the Legal Claim in the amount listed on the last line of the Mandatory Disclosure Statement (\$2,327.53), which is the amount I would be required to repay after 36 months from today. Nonetheless, I will pay Company the amount that is due at the time of payment, which shall fully satisfy my obligation to Company under this Agreement, whether that amount is lower or higher than \$2,327.53.
12. If this assignment and / or lien violates any law, then I agree to pay Company all of the funds due under this Agreement immediately upon the payment of the Legal Claim proceeds as a separate and independent contractual obligation.
13. I direct my attorney, and any future attorney representing me in my Legal Claim, to honor this assignment and/ or lien.
14. The amount due under this Agreement shall be deducted from any money collected as a result of my Legal Claim and will be paid immediately upon collection to Company. The only payments that will take priority over this, and be paid first, are my attorney's fees and costs, legitimate medical liens and payment to any statutory lien holders.
15. I will not receive any money from the proceeds of the Legal Claim until Company has been paid in full. I acknowledge that my receipt or use of any funds prior to the full re-payment to Company may constitute an illegal conversion.

REPRESENTATIONS AND WARNINGS

16. Company has explained to me that the cost of this transaction may be more expensive than traditional funding sources such as a bank, credit card, finance company or obtaining money from a friend or relatives.
17. I acknowledge that my attorney has not offered any tax or financial advice. My attorney has made no recommendations regarding this transaction other than the appropriate statutory disclosures.
18. Company has advised me to consult a lawyer of my own choosing before signing this Agreement. I have either received such legal advice or knowingly choose not to.
19. Company has advised me to consult a financial or tax professional of my own choosing before proceeding with this transaction. I have either received such professional advice or knowingly choose not to.
20. Because Company is taking a significant and genuine risk in giving me this funding, I understand that they expect to make a profit. However, Company will be paid only from the proceeds of my Legal Claim, and agrees not to seek money from me directly if my Legal Claim is not successful.

Seller Initials AK
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21. I have every intension of pursuing my legal claim to its conclusion. I understand that if I decide not to pursue the Legal Claim, I must notify Company by writing, email or fax within FIVE (5) BUSINESS DAYS of that decision.

22. I agree that I will not knowingly create additional assignments of or liens against the proceeds of the Legal Claim without the prior written consent of Company except for those liens or assignments that naturally arise during the prosecution of any Legal Claim (e.g. medical, Medicare, etc as permitted by law). I specifically promise not to create any assignments and / or liens against the proceeds of the Legal Claim in connection with any additional fundings or loans from other companies or persons that I might receive after the date of this Agreement. Any additional unauthorized funding may be deemed a default under this agreement by Company and may result in all sums becoming immediately due and owing. Upon notification of customers desire to seek additional funding, Company may demand the name of such other funding company and seek to offer a lower cost solution to customer; seek to be "bought out" of its position; do nothing but maintain its position and await the conclusion of the legal claim.

23. Company reserves the right to decline any further advances agreed upon but not yet made under this Agreement if, in the sole discretion of Company, the circumstances of the Legal Claim have adversely changed. This shall not affect my obligations to Company regarding any funds that actually were advanced, including but not limited to fees and charges.

OTHER PROVISIONS


24. THE COMPANY AGREES THAT IT SHALL HAVE NO RIGHT TO AND WILL NOT MAKE ANY DECISIONS WITH RESPECT TO THE CONDUCT OF THE UNDERLYING CIVIL ACTION OR CLAIM OR ANY SETTLEMENT OR RESOLUTION THEREOF AND THAT THE RIGHT TO MAKE THOSE DECISIONS REMAINS SOLELY WITH YOU AND YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM.

25. I understand that I am not assigning my cause of action (the Legal Claim) to Company, but rather I am assigning a right to a portion of and granting a lien against any proceeds of my Legal Claim. Company will play no role whatsoever in the prosecution or the settlement of my legal claim.

26. I have instructed my attorney to cooperate with Company and to give Company periodic updates of the status of my Legal Claim as Company requests. I consent to the sharing of this information. If I change attorneys, I will notify Company within 48 hours of the change, and provide Company with the name, address and phone number of my new attorney.

27. I understand that the risk of me not recovering in my Legal Claim is Company's risk. If I do not recover money, I will owe Company nothing.

28. This is a non-recourse funding and is not a loan, but if a Court of competent jurisdiction determines that it is a loan, then I agree that interest shall accrue at the maximum rate permitted by law or the terms of this agreement, whichever is less.

Seller Initials 
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29. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This written Agreement represents the entire agreement between the parties. It may only be modified in writing. No prior understandings, representations or agreements between us can change the written terms of this Agreement.

30. Company has fully explained to me the contents of this Agreement and all of its principal terms, and answered all questions that I had about this transaction. This was done in English or French or Spanish (*when appropriate*), the language I speak best.

31. Company will send any notices required under this Agreement to me at the address listed above, *and to my attorney, at the address listed in this paragraph*: If I move, I will notify Company of my new address within 72 hours.

Rob Horton
3412 West Market St.
Akron, Ohio 44333

32. I represent to Company that there are no pending tax claims, child support liens, criminal allegation(s) or charge(s) against me.

33. If there is a dispute as to the amount owed at the time that my Legal Claim is resolved, it is expressly understood that my attorney shall not disburse any proceeds to me, or to anyone else on my behalf, except for the fees and/or actual disbursements incurred by my attorney in connection with the prosecution of my Legal Claim, until such dispute is resolved. I hereby make the foregoing an irrevocable direction to my attorney, or his successors. Additionally, my attorney shall keep the proceeds in his or her client trust account while any dispute is pending. If this dispute continues beyond a 120 day period, my attorney may elect to transfer the funds from his or her client trust account and deposit the proceeds with a court of competent jurisdiction.

34. I consent to my credit report being run at any time in connection with my applying for and receiving this funding.

35. I further instruct my attorney to not attempt to assert any type of "equitable fund" or attorney's fees or costs to be paid by Company for my attorneys' efforts to pay Company their proceeds.

MISSTATEMENTS, FRAUD, CRIMINAL ACTS

36. I will be liable to Company for all sums advanced, together with outstanding fees and charges, and regardless of the outcome of my Legal Claim, if and only if I make a material misstatement in this application or in connection with my Legal Claim, or commit a fraudulent or criminal act either in connection with this transaction or in a matter that would adversely and significantly impact on my Legal Claim or the ability of Company to recover from the proceeds under this agreement.

Seller Initials

HL
MN

CONSUMER'S RIGHT TO CANCELLATION:

37. YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM COMPANY.

To cancel this agreement you must either return to the company the full amount of disbursed funds by delivering the company's uncashed check to the company's offices in person, within five business days of the disbursement of funds, or mail a notice of cancellation and include in that mailing a return of the full amount of the disbursed funds in the form of the company's uncashed check, or a registered or certified check or money order, by insured, registered or certified United States mail, postmarked within five business days of receiving funds from the company, at the address specified in the contract for the cancellation.

CHOICE OF LAW, VENUE AND FEES/COSTS FOR DISPUTE RESOLUTION

38. I agree that any disputes that may arise out of this Agreement shall be adjudicated in Florida. This Agreement will be interpreted in accordance with the laws of the State of Florida.

39. I understand that if Company does not receive payment as required by this Agreement and Company needs to take action to pursue such payment, Company may collect, in addition to the amount due and owing, reasonable attorney's fees and costs incurred in enforcing its rights. I agree that an amount equal to one third (33 1/3%) of the amount due and owing is a reasonable attorney's fee. More generally, I and Company agree that the prevailing party in any legal action arising out of this Agreement shall be entitled to reasonable attorney's fees and costs, and one-third (33_%) of the sum at issue is a reasonable attorney's fee. Additionally, either party may demand that such dispute be heard under the rules of the American Arbitration Association before a single arbitrator with his or her decision being considered final and non-appealable by either party.

40. I understand that if a dispute arises between myself and the company concerning this agreement, that the responsibilities of my attorney, representing me in my legal claim, shall not be any greater than my attorneys responsibilities under the Florida Rules of Professional Conduct.

Seller Initials



INSTRUCTIONS

41. This Agreement may be executed in separate counterparts. A signature transmitted by FAX or Email shall be effective with the same force and effect as an original signature.

42. I will instruct my attorney to mail all payments to:

Liberty Capital Funding LLC
8276 Calabria Lakes Dr.
Boynton Beach, FL 33473

The payment instructions set forth herein are irrevocable and are not subject to modification in any manner, except by Company or any successor to Company so identified by them and only by written notice to me canceling or modifying the payment instructions contained herein. A copy of this contract shall be provided to both me and my attorney. I hereby accept funding from Company under the terms of this Agreement, grant Company a Security Interest and Lien under the terms hereof, and assign the proceeds of my Legal Claim as specified in this Agreement on 10/30/2013.

DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL ADVICE REGARDING THIS TRANSACTION.

Christine Harris
Christine Harris (Oct 30, 2013)
Seller

Seller Initials *CH*
MN

ATTORNEY ACKNOWLEDGMENT OF ASSIGNMENT OF PROCEEDS OF CLAIM

I, Rob Horton of Kisling, Nestico & Redick, am counsel to Monique Norris in the Legal Claim which arose on or about 7/29/2013 in which Monique Norris is expected to receive proceeds from its resolution. I hereby acknowledge the assignment and/or placement of a lien upon the proceeds of the above Legal Claim by my client and granted to Liberty Capital Funding LLC pursuant to a Funding Agreement between both parties. I understand that I am instructed to follow Monique Norris's Irrevocable direction and authorization to pay such sums that shall be due and owing at the time of the resolution of the above Legal Claim. At such time that the above Legal Claim is ready for disbursement, I shall contact the above Company for a proper pay-off amount I shall at disbursement time send said check made payable to Liberty Capital Funding LLC located at 8276 Calabria Lakes Dr. Boynton Beach, FL 33473.

If any dispute arises over the amount owed LCF, it is expressly understood that I shall pay LCF the non-disputed amount owed by Monique Norris. I shall not disburse any proceeds to Monique Norris or to anyone else on Monique Norris's behalf, except for my attorney's fees (not to exceed 40%) and/or actual disbursements incurred by me in connection with the prosecution of this Legal Claim, until such dispute is resolved. I shall keep the proceeds in my client trust account while any dispute is pending. If the dispute continues beyond 120 days, I may notify LCF and Monique Norris and then transfer the funds from my client trust account and deposit the proceeds with a court of competent jurisdiction. I am being paid per a written contingent fee agreement and all proceeds of the civil claim or action will be disbursed via my client trust account or settlement fund established to receive proceeds from the defendant on behalf of Monique Norris. I further represent that to the best of my knowledge Monique Norris has **NOT** taken any other fundings, advances, loans or any funding encumbrances on the above Legal Claim other than LCF herein. I agree to notify LCF if at any time I am no longer counsel on this Legal Claim, or I have joined additional co-counsel to also work on this Legal Claim. While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client. This document is part of the contract between Customer and Company.

Dated: 10/30/2013

Kisling, Nestico & Redick

By: Robert P. Horton, Esq.
Attorney Signature

Seller Initials LN
MN

From: Rob Horton
Sent: Wednesday, October 30, 2013 2:36 PM
To: Jenna
Subject: FW: Monique Norris Contract (between RObert P. Horton, Esq., monique Norris and Ciro Cerrato) is Signed and Filed!
Attachments: Monique Norris Contract - signed.pdf

Regards,



Robert P. Horton

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

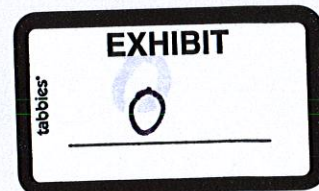
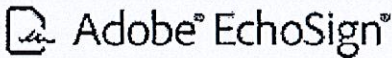


From: Ciro Cerrato [mailto:echosign@echosign.com]

Sent: Wednesday, October 30, 2013 3:36 PM

To: Rob Horton; monique Norris

Subject: Monique Norris Contract (between RObert P. Horton, Esq., monique Norris and Ciro Cerrato) is Signed and Filed!



Monique Norris Contract (between Robert P. Horton, Esq., monique Norris and Ciro Cerrato) is Signed and Filed!

My name is Monique Norris and I reside at 1352 Oak Dr, Akron, OH 44306. I am entering into the aforementioned legal obligation with Liberty Capital Funding LLC ("Company") as of 10/20/2013

- I assign the sum of \$500.00 from Company I direct the funds to be disbursed as follows: \$300.00 payable to Monique Norris.
- I assign to Company an amount in the proceeds from my legal claim (defined below) equal to the funded amount of \$500.00 plus all other fees and costs to be paid out of the proceeds of any legal claim. I understand that the amount I owe at the end of the first six month interest will be based upon the amount funded plus the displayed annual percentage rate of return (APR) charge plus the taxes funded fees. Each six month interest thereafter shall be computed by taking into account the balance amount and adjusting the displayed tax amount APR charge to that total (interest-compounding) plus the below stated fees. The total amount for each six months or until the full amount has been repaid.

MANDATORY ONLINE STATEMENTS

2. Total amount of funding received by company: \$500.00

Approved Name:	
Disbursement:	\$50.00
Outstanding:	\$450.00
Fee Total:	\$175.00

4. Total amount to be repaid by borrower - (plus Monthly fees)
You will actually pay 24.5% based upon a 23.5% APR, with interest-compounding

If at 6 months: Must be paid by 6/30/2014	\$175.00
If at 12 months: Must be paid by 12/31/2014	\$200.00
If at 18 months: Must be paid by 6/30/2015	\$230.00
If at 24 months: Must be paid by 12/31/2015	\$265.00
If at 30 months: Must be paid by 6/30/2016	\$305.00
If at 36 months: Must be paid by 12/31/2016	\$350.00

The APR is based on the actual amount of the loan and the actual term of the loan. The APR is based on the actual amount of the loan and the actual term of the loan.

From: **Ciro Cerrato (Liberty Capital Funding)**
To: **Robert P. Horton, Esq. and monique Norris**

Attached is a final copy of Monique Norris Contract.

Copies have been automatically sent to all parties to the agreement.

You can view a copy in your EchoSign account.

Why use EchoSign:

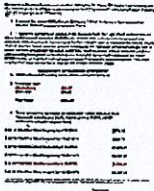
- Exchange, Sign, and File Any Document. In Seconds!
- Set-up Reminders. Instantly Share Copies with Others.
- See All of Your Documents, Anytime, Anywhere.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

Monique Norris Contract









EchoSign Document History

October 30, 2013



Created:	October 30, 2013
By:	Ciro Cerrato (lcfunding1@gmail.com)
Status:	SIGNED
Transaction ID:	X24NCNB3JXF2N7F

"Monique Norris Contract" History

-  Document created by **Ciro Cerrato (lcfunding1@gmail.com)**
 October 30, 2013 - 2:56 PM EDT - IP address: 70.148.6.222
-  Document emailed to **RObert P. Horton, Esq. (rhorton@knrlegal.com)** for signature
 October 30, 2013 - 2:56 PM EDT
-  Document viewed by **RObert P. Horton, Esq. (rhorton@knrlegal.com)**
 October 30, 2013 - 2:56 PM EDT - IP address: 198.24.120.66
-  Document esigned by **RObert P. Horton, Esq. (rhorton@knrlegal.com)**
 Signature Date: October 30, 2013 - 2:57 PM EDT - Time Source: server - IP address: 198.24.120.66
-  Document emailed to **monique Norris (ms.moniquemarie25@yahoo.com)** for signature
 October 30, 2013 - 2:57 PM EDT
-  Document viewed by **monique Norris (ms.moniquemarie25@yahoo.com)**
 October 30, 2013 - 3:01 PM EDT - IP address: 209.73.183.19
-  Document esigned by **monique Norris (ms.moniquemarie25@yahoo.com)**
 Signature Date: October 30, 2013 - 3:36 PM EDT - Time Source: server - IP address: 172.56.22.208
-  Signed document emailed to **Ciro Cerrato (lcfunding1@gmail.com), monique Norris (ms.moniquemarie25@yahoo.com) and RObert P. Horton, Esq. (rhorton@knrlegal.com)**
 October 30, 2013 - 3:36 PM EDT

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