IN THE COURT OF COMMON PLEAS SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

Case No. CV-2016-09-3928

Plaintiffs,

Judge James A. Brogan

VS.

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

Defendants.

Motion for Protective Order and Sanctions regarding Defendants' Improper Communications with Represented Third Parties

I. Introduction

Yesterday, Plaintiffs were advised by Taijuan Carter—who is a former KNR client who treated with Defendants Floros and Ghoubrial at the law firm's direction, executed a waiver for the release of his records by Defendants to Plaintiffs' counsel, and has informed Defendants that he is represented by Plaintiffs' counsel—that Defendant Floros invited Mr. Carter to dinner at the Texas Road House in Stow, where Floros, with the apparent guidance of Defendant Nestico, attempted to mislead Carter into signing a false statement that would purportedly relieve Defendants of liability in this lawsuit and "punish" Plaintiffs' counsel. As shown by the Affidavit of Taijuan Carter, attached as **Exhibit A**, and explained further below, the Court should issue an order (1) barring the defendants from communicating with represented third parties in any manner and (2) sanctioning Defendant Floros and any other responsible parties or attorneys for such manifestly improper behavior.

II. Facts

On January 28, 2019, Taijuan Carter, who was represented by KNR in three separate personal injury cases, provided Plaintiffs' counsel with a waiver to obtain documents and records relating to KNR's representation of him, as well as the related healthcare he received from

Defendants Floros and Ghoubrial. *See* **Ex. A**, Carter Affidavit, at ¶¶ 1, 5, Ex. 1 (waiver form). Plaintiffs' counsel shortly provided that waiver form to Defendants, who accordingly produced the requested records to Plaintiffs' counsel. *See* **Exhibit B**, 02/15/2019 email of waiver forms from Pattakos to defense counsel; **Exhibit C**, 04/05/2019 email of link to client files to Plaintiffs' counsel from Attorney Popson's assistant Barbara Day.

Only two days ago, on Tuesday, April 16, 2019, Mr. Carter visited Defendant Floros's office to receive a chiropractic adjustment based on Floros's earlier representation that he would provide free adjustments to him if the need arose. *Id.* at ¶¶ 1, 5, Ex. A. At the conclusion of the April 16 appointment, Floros specifically asked Mr. Carter for his personal cell phone number without providing any explanation as to why he wanted this information. *Id.* at ¶ 7.

Almost immediately after Mr. Carter left Floros's office, Floros sent him a text message inviting him to dinner at the Texas Roadhouse in Stow, Ohio, and followed up to advise Carter that food and drinks were "on me." *Id.* at ¶ 8, Ex. 2 (Floros text messages). Mr. Carter accepted Floros's invitation to dinner, during which Floros asked Mr. Carter to sign a document that would, according to Floros, (1) "be helpful" to Floros, (2) would "punish" Plaintiffs' counsel for misleading Mr. Carter; and (3) would "help end the lawsuit immediately." *Id.* at ¶¶ 8-9, Ex. 3 (statement provided by Floros to Carter for Carter's signature).

Over the course of this dinner, which Floros paid for in cash with a \$100 bill, Floros made various misrepresentations to Mr. Carter about the amounts he would be entitled to recover from the Defendants, including by stating that Mr. Carter would receive at most \$50 from this lawsuit should Plaintiffs' counsel succeed. *Id.* at ¶¶ 10, 12. This statement is not only contrary to the serious allegations and evidence of fraud against the Defendants, but also directly contradicts medical and financial records provided for Mr. Carter. Indeed, throughout Mr. Carter's involvement with the Defendants, he was charged more than \$5,000 for allegedly fraudulent medical treatment from

Ghoubrial alone, including numerous rounds of dramatically overpriced trigger-point injections, three separate TENS units, and back brace that Ghoubrial marked up to \$1,500 from a cost of approximately \$100.1 See Mr. Carter's Settlement Memoranda and Medical Records, attached as **Exhibit D**, at pages 2-8; pages 10-18; and pages 19-24. Additionally, Mr. Carter was charged the allegedly fraudulent narrative-fee by Defendant Floros and the allegedly fraudulent "investigator" fee by KNR on at least two of these cases. *Id.* at 1 and 9.

Additionally, in his effort to mislead Mr. Carter into signing Floros's statement, Floros explained that he had spoken with Defendant Nestico immediately before meeting Mr. Carter for dinner, and told Mr. Carter that any problems with KNR, Defendant Floros, or Defendant Ghoubrial could be resolved if Mr. Carter agreed to meet personally with Defendant Nestico. **Ex. A**, Carter Affidavit at ¶ 11. Defendant Floros also engaged in personal attacks against Plaintiffs' counsel, including by representing to Mr. Carter that Plaintiffs' counsel was exploiting Mr. Carter to force Defendant Nestico "into paying a substantial amount of money to Plaintiffs' counsel for their own profit." *Id.* at ¶ 10.

Additionally, the document Defendant Floros urged Mr. Carter to sign contains a host of misrepresentations and attacks against Plaintiffs' counsel, as well as additional self-serving misrepresentations about the lawsuit. *Id.* at ¶ 15. Such misrepresentations include that (1) Mr. Carter

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¹ The extremely inflated prices charged to Mr. Carter for this medical care were confirmed by Defendant Ghoubrial at his April 9, 2019 deposition, which is expected to be completed by the Court reporter by the end of this week and will be filed under seal as soon as the Court permits. The various "Form 1500 – Health Insurance Claim" forms included in Ex. D show the various billing codes for the treatment that Ghoubrial billed Mr. Carter for, and the amounts that Ghoubrial charged under these codes. For example, code L0631 listed on the first 1500 form included in Ex. D reflects a \$1,500 charge for a back brace. Ghoubrial admitted at his deposition that he paid approximately \$100 for this brace. Additionally, code 20553 listed on the third 1500 form in Ex. D shows a charge of \$800 for trigger-point injections. According to the U.S. government's Center for Medicare & Medicaid Service's public "physician fee-schedule search" available at CMS.gov, the most that Medicare or Medicaid would ever compensate an Ohio physician for injections delivered under this code is \$68.08. *See* Exhibit E, printout from CMS.gov physician fee-schedule search.

had never agreed to representation by The Pattakos Law Firm LLC; (2) Attorney Peter Pattakos misled Mr. Carter into believing that KNR withheld funds from his settlement; (3) Mr. Carter did "not wish to bring any claim against" KNR, Dr. Floros, or Dr. Ghoubrial; (4) the cost of the narrative fee was "appropriate"; and (5) Mr. Carter did "not want Peter Pattakos to contact" him "any further." *Id.* at ¶ 9, Ex. 3.

Mr. Carter refused to sign the document he received from Defendant Floros because he affirmatively believes that the contents of the document are false. **Ex. A**, at ¶ 15. When Mr. Carter did not respond to Floros about whether he would agree to sign the document, Floros texted Mr. Carter again the next morning, on April 17, 2019, urging him to "meet with the lawyers to see for yourself everything you need to see. Literally everything[.]" *Id.* at ¶ 14, Ex. 2.

Notably, as of the date of this meeting between Floros and Mr. Carter, Defendants were on notice that Mr. Carter was represented by The Pattakos Law Firm LLC. Not only had the undersigned expressly confirmed as much in writing to defense counsel (*see* 03/30/2019 8:31 AM email from Pattakos at **Ex. C**), but a representative of KNR had called Mr. Carter to ask whether he was so represented and Mr. Carter responded in the affirmative. **Ex. A.**, Carter Affidavit at ¶ 4.

III. Law and Argument

It is manifestly improper for any of the Defendants to attempt to influence any of their former clients in the manner described by Mr. Carter in his affidavit, especially those who are represented by counsel, as Mr. Carter is here. Apart from the general fiduciary duties that medical providers and attorneys owe to their clients, the American Chiropractic Society's Code of Ethics requires "maintain[ance of] the highest standards of professional and personal conduct," "mutual respect, trust, and cooperation," and "absolute honesty." **Exhibit F**, ACS Code of Ethics.

Additionally, Prof.Cond.R. 4.3 prohibits lawyers from "communicat[ing] about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter,"

and in no way sanctions efforts to communicate with a represented party by using that party's chiropractor as a conduit for the communications. *See also Lownsbury v. VanBuren*, 94 Ohio St.3d 231, 235, 2002-Ohio-646, 762 N.E.2d 354, *quoting Tracy v. Merrell Dow Pharma.*, 58 Ohio St.3d 147, 150, 569 N.E.2d 875 (1991) ("The physician-patient relationship is a fiduciary one based on trust and confidence and obligating the physician to exercise good faith."); 49 *OHIO JUR. 3D* FIDUCIARIES § 13 (1984) ("Abuse of a relation of trust or confidence for personal aggrandizement is the cardinal sin of a fiduciary.").

Fiduciary breach or not, however, there can be no question that a chiropractor defendant using his position of influence over his patient to invite a represented party to a free dinner to affix his signature to false statements in this entirely self-serving and misleading manner is precisely the type of "improper purpose" to which sanctions properly attach. *See, e.g., Carasalina LLC v. Bennett*, 10th Dist. Franklin No. 14AP-74, 2014-Ohio-5665, ¶ 45 (Dec. 23, 2014) (affirming award of sanctions against party based, in part, on trial court's finding that "improper purpose was a key part of what occurred here, namely [the] misguided effort to try to gain 'leverage'..."). There is similarly no question that any attorney, whether from KNR or any of the law firms representing the Defendants in this case, should similarly be sanctioned for participating in any such scheme, and that any such conduct should be sharply deterred.

III. Conclusion

Thus, the Court should issue an order barring all of the Defendants, including from contacting or communicating in any way with represented third parties, including those like Mr. Carter, who have executed waiver forms authorizing The Pattakos Law Firm LLC to review their records and documents for the purpose of providing legal advice about their potential involvement with the above-captioned lawsuit. Additionally, the Court should award sanctions against Defendant Floros under R.C. 2323.51, and order him and Defendants Nestico and KNR to produce their

phone records from the date in question (April 16, 2016), as well as any written communications regarding Floros's meeting with Mr. Carter, so that it may be determined which, if any, other Defendants or defense attorneys are responsible for the unlawful contact with Mr. Carter.

Respectfully submitted,

<u>/s/ Peter Pattakos</u>

Peter Pattakos (0082884) Rachel Hazelet (00097855) THE PATTAKOS LAW FIRM LLC 101 Ghent Road Fairlawn, Ohio 44333

Phone: 330.836.8533 Fax: 330.836.8536 peter@pattakoslaw.com rhazelet@pattakoslaw.com

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

Attorneys for Plaintiffs

Certificate of Service

The foregoing document was filed on April 18, 2019, using the Court's e-filing system, which will serve copies on all necessary parties.

> /s/ Peter Pattakos Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

MICHAEL, KATHRYN

Plaintiffs,

Case No. CV-2016-09-3928

VS

Judge James A. Brogan

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

Affidavit of Taijuan Carter

Defendants.

I, Taijuan Carter, having been duly sworn, have personal knowledge of the following matters of fact, and testify as follows:

- 1. Dr. Minas Floros, D.C., provided me chiropractic care in relation to my personal injury lawsuits, during which I received legal representation from the law firm of Kisling, Nestico & Redick, LLC ("KNR"). At the conclusion of Dr. Floros's treatment of me, Dr. Floros told me I could periodically return to his office to receive chiropractic adjustments at no charge.
- In January 2019, I contacted The Pattakos Law Firm LLC to ask for more information about this lawsuit, captioned as Member Williams, et al., v. Kisling, Nestico, & Redick, LLC, et al., Summit County Common Pleas Case No. CV-2016-09-3928.
- On January 28, 2019, I executed a waiver asking The Pattakos Law Firm LLC to obtain 3. records and documents from Sam Ghoubrial, M.D., Minas Floros, D.C., and KNR relating to KNR's legal representation of me and the healthcare I received from Drs. Ghoubrial and Floros in conjunction with KNR's legal representation of me. I executed this waiver because I wanted The Pattakos Law Firm LLC to review my records and documents and obtain their legal advice about my potential involvement with the above-captioned lawsuit. A true and accurate copy of the waiver is attached to this Affidavit as Exhibit 1.

EXHIBIT A



Notary Public, State of Ohio ly Commission Has No Expiration Date Sec 147.03 RC

- 4. At some point between March and early April 2019, a representative of KNR contacted me to ask whether I had wished to sign the waiver mentioned in ¶ 3, and to further ask if I was represented by The Pattakos Law Firm LLC. I told the KNR representative that I had wanted to sign the waiver mentioned in ¶ 3 and that I believed I was represented by The Pattakos Law Firm LLC.
- 5. On April 16, 2019, I visited the office of Dr. Floros to receive a chiropractic adjustment of my back based on my belief that Dr. Floros would provide me such care at no charge.
- 6. After Dr. Floros performed my chiropractic adjustment, Dr. Floros brought up the subject of the above-captioned lawsuit, and asked about my involvement in the lawsuit as well as my involvement with attorney Peter Pattakos and The Pattakos Law Firm LLC.
- 7. Before I left Dr. Floros's office, Dr. Floros asked me for my personal cell phone number. I did not know why Dr. Floros had asked for my number, but I provided it to him.
- 8. Shortly after leaving Dr. Floros's office, I received a text message from Dr. Floros in which he invited me to meet him for dinner at Texas Roadhouse, located at 4310 Lakepointe Corporate Drive, Stow, Ohio 44224. The text message I received from Dr. Floros also indicated that he would purchase food or drinks I wanted during the dinner. A true and accurate copy of the text messages I received from Dr. Floros is attached to this Affidavit as **Exhibit 2**.
- 9. During the dinner, Dr. Floros presented me with a document and indicated that he wanted me to sign it because it would be helpful to him, and that if I signed the form he provided to me, it would punish Plaintiffs' counsel for misleading me, and would help end the lawsuit immediately. Dr. Floros told me that he wrote the document. A true and accurate copy of the document Dr. Floros presented to me is attached to this Affidavit as **Exhibit 3**.
- 10. Dr. Floros said to me that he believes that Plaintiffs' counsel was trying to mislead me into becoming involved with this lawsuit to force Defendant Alberto R. Nestico into paying a substantial

Page 2 of 3



Attorney Peter G. Pattakos Resident Summit County Notary Public, State of Ohio My Commission Has No Expiration Date Sec 147.03 RC MICHAEL, KATHRYN

amount of money to Plaintiff's counsel for their own profit. He further expressed that I would not receive more than approximately \$50 of the money recovered in relation to this case.

- 11. Dr. Floros told me that he had spoken with Defendant Nestico by phone just before meeting me for dinner at Texas Roadhouse. Dr. Floros further indicated that during Dr. Floros's conversation with Defendant Nestico, Defendant Nestico extended an offer for me to visit KNR to review the records associated with KNR's legal representation of me and the records reflecting healthcare I received from Dr. Floros and Dr. Ghoubrial. Dr. Floros told me that he would personally set up an appointment for me to meet with Defendant Nestico if I agreed.
- 12. When the dinner ended, Dr. Floros paid for my meal using cash. I did not see the total of the bill for our meals, but witnessed Dr. Floros pay with a \$100 bill. He did not ask for change back.
- 13. After I left Texas Roadhouse, Dr. Floros texted me and thanked me for meeting him for dinner. I did not respond to his message. See Exhibit 2.
- 14. On April 17, 2019, Dr. Floros again texted me about whether I had reviewed the document he presented to me at dinner on April 16, and advised me to "meet with the lawyers to see for yourself everything you need to see." I did not respond to his message. Exhibit 2.
- 15. I did not sign the document Dr. Floros provided to me at Texas Roadhouse because I do not agree with the statements contained in the document, as reflected in Exhibit 3.

I affirm the above to be true and accurate to the best of my knowledge under penalty of

perjury.

Date

Sworn to and subscribed before me on 4-17-19 at Faulaum, Ohio.

Notary Public, State of Ohio

Page 3 of 3



Attorney Peter G. Pattakos **Resident Summit County** Notary Public, State of Ohio Commission Has No Expiration Date CV-2016-09-3928

TO:

HIPAA COMPLIANT AUTHORIZATION FOR THE RELEASE OF PATIENT AND INFORMATION PURSUANT TO 45 CFR 164.508

Sam Ghoubrial, M.D. and all entities owned or controlled by Ghoubrial or

<u>p)</u>	physicians employed by him; and/or Minas Floros D.C., Akron Square Chiropractic, and all related entities and chiropractors, the law firm of Kisling, Nestico and Redick and all attorneys and employees of that firm, and all medical professionals and any other person or entity to whom payment was made on the undersigned's behalf from the proceeds of settlements obtained by KNR.
	Name of Healthcare Provider/Physician/Facility/Medicare Contractor
RE:	Patient Name: JAIJUAN V. CARTERZ
	Date of Birt ocial Security Number:
review record	I authorize and request the disclosure of all protected information for the purpose of and evaluation in connection with a legal claim. I expressly request that the designated custodian of all covered entities under HIPAA identified above disclose full and complete ed medical information including the following:
X	All medical records, meaning every page in my record, including but not limited to: office notes, face sheets, history and physical, consultation notes, inpatient, outpatient and emergency room treatment, all clinical charts, r ports, order sheets, progress notes, nurse's notes, social worker records, clinic records, treatment plans, admission records, discharge summaries, requests for and reports of consultations, documents, correspondence, test results, statements, questionnaires/histories, correspondence, photographs, videotapes, telephone messages, and records received by other medical providers.
X	All physical, occupational and rehab requests, consultations and progress notes.
X	All disability, Medicaid or Medicare records including claim forms and record of denial of benefits.
X	All employment, personnel or wage records.
X	All autopsy, laboratory, histology, cytology, pathology, immunohistochemistry records and specimens; radiology records and films including CT scan, MRI, MRA, EMG, bone scan, myleogram; nerve conduction study, echocardiogram and cardiac catheterization results, videos/CDs/films/reels and reports.
X	All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
X	All billing records including all statements, insurance claim forms, itemized bills, and records of billing to third party payers and payment or denial of benefits for the period 2009 to present.

Page 1 of 2

I understand the information to be released or disclosed may include information relating to sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), or human

EXHIBIT 1

MICHAEL, KATHRYN

This protected health information is disclosed for the following purposes: _

immunodeficiency virus (HIV), and alcohol and drug abuse. I authorize the release or disclosure of this type of information. I also specifically authorize the release of any and all documents, including but not limited to pleadings, correspondence, notes, investigative reports, and all other information written or otherwise recorded, contained in my legal file or relating to any past legal case involving me, including confidential attorney-client communications.

For use in litigation - Williams et al. v. KNR et	al. Summit County CV-2016-09-3928
This authorization is given in compliance with the federalcohol or substance abuse records of 42 CFR 2.31, the aspecifically considered and expressly waived.	al consent requirements for release of
You are authorized to release the above records to the fo the above-entitled matter who have agreed to pay reason copies of such records:	llowing representatives of defendants in able charges made by you to supply
The Pattakos Law Firm and all attorneys or rep	presentatives of that firm
Name of Representative	and the second s
Attorney	
Representative Capacity (e.g. attorney, records requestor	; agent, etc.)
101 Ghent Road	
Street Address	
Fairlawn, OH 44333	
City, State and Zip Code	
I understand the following: See CFR §164.508(c)(2)(i-iii)	
a. I have a right to revoke this authorization in writing information has been released in reliance upon the b. The information released in response to this authorizations.c. My treatment or payment for my treatment cannot	is authorization. orization may be re-disclosed to other
authorization.	t be conditioned on the signing of this
Any facsimile, copy or photocopy of the authorization requested herein. This authorization shall be in force execution at which time this authorization expires.	shall authorize you to release the records and effect until two years from date of
	e 1/28/19
Signature of Patient or Legally Authorized Representative (See 45CFR \$ 164.508(c)(1)(vi))	Date Date
Name and Relationship of Legally Authorized Represent (See 45CFR §164.508(c)(1)(iv))	ative to Patient
Witness Signature	Date

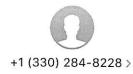
MICHAEL, KATHRYN 04/18/2019 14:59:15 PM

MOTI

9:00







iMessage Today 5:05 PM

It's Dr. Floros I just dialed your number to save it later



Thank you for coming in

I'm going to call you later

Meet me for dinner if possible.

Texas Roadhouse

4310 Lakepointe Corporate Dr, Stow, OH 44224

When u get off Steele's corner, make a right

Okay

Say what time? I'm heading that way now

7 pm

I'm still at office

EXHIBIT 2



















9:00







4310 Lakepointe Corporate Dr, Stow, OH 44224

When u get off Steele's corner, make a right



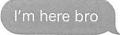
Say what time? I'm heading that way now

7 pm

I'm still at office



Leaving office in 5 min



Delivered

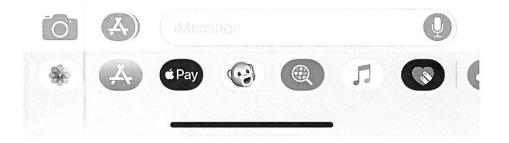
Ok. I just called for a seat. They gave me number 4152. Call ahead seating

Order a drink or appetizer. It's on me.

I'm there in 10 min

Today 8:55 PM

It was good seeing you tonight. Thank you for meeting me



MICHAEL, KATHRYN 04/18/2019 14:59:15 PM

MOTI

11:12





7 pm

I'm still at office



Leaving office in 5 min



Ok. I just called for a seat. They gave me number 4152. Call ahead seating

Order a drink or appetizer. It's on me.

I'm there in 10 min

Yesterday 8:55 PM

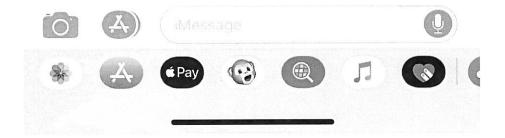
It was good seeing you tonight. Thank you for meeting me

Today 11:07 AM

Good morning.

Have you had a chance to look over the document?

If you don't want to sign it. Not a problem. But please meet with the lawyers to see for yourself everything you need to see. Literally everything



April 16, 2019

MICHAEL, KATHRYN

- I, Taijuan Carter, am over 18 years old and have personal knowledge of the following:
 - 1) I have never agreed for Peter Pattakos to represent me
 - 2) Peter Pattakos told me that I was signing only a release of information and not signing for him to represent me in any lawsuit against Kisling or Nestico or Redick or Dr. Minas Floros, or Dr. Sam
 - 3) Peter Pattakos misled me to believe that KNR withheld funds from my settlement.
 - 4) I do not wish to have Peter Pattakos represent me in any lawsuit against Kisling or Nestico or Redick or Dr. Minas Floros, DC or Dr. Sam Ghoubrial, MD
 - 5) I do not wish to bring any claim against Kisling or Nestico or Redick, or Dr. Minas Floros, DC or Dr. Sam Ghoubrial, MD
 - 6) I believe the care I received from my medical providers, Dr. Minas Floros and Dr. Sam Ghoubrial were appropriate and necessary.
 - 7) I believe that any narrative report Dr. Minas Floros, DC was appropriate, and the cost was also
 - 8) I do not want Peter Pattakos to contact me any further.

TaiJuan Carter

EXHIBIT 3



Peter Pattakos <peter@pattakoslaw.com>

Williams v. KNR: Discovery requests to Defendants

Peter Pattakos <peter@pattakoslaw.com>

Fri, Feb 15, 2019 at 5:29 PM

To: "Mannion, Tom" <Tom.Mannion@lewisbrisbois.com>, "James M. Popson" <jpopson@sutter-law.com>, "Barmen, Brad" <Brad.Barmen@lewisbrisbois.com>, Shaun Kedir <shaunkedir@kedirlaw.com>

Cc: Joshua Cohen <jcohen@crklaw.com>, Rachel Hazelet <rhazelet@pattakoslaw.com>

Counsel, please see attached respective discovery requests to the respective Defendants. Also attached are HIPAA-compliant waiver forms for the former KNR clients whose information is requested therein.

Thank you.

Peter Pattakos
The Pattakos Law Firm LLC
101 Ghent Road
Fairlawn, OH 44333
330.836.8533 office; 330.285.2998 mobile
peter@pattakoslaw.com
www.pattakoslaw.com

This email might contain confidential or privileged information. If you are not the intended recipient, please delete it and alert us.

7 attachments

- 2019-02-15 Pls' 4th Rogs and 3rd RFPs to Ghoubrial.pdf 130K
- 2019-02-15 Plaintiffs' 7th rogs, 8th RFPs, 7th RFAs to KNR Defendants.docx
- 2019-02-15 Plaintiffs' 3rd rogs and 3rd RFPs to Floros.pdf 136K
- 2019-02-15 Plaintiffs' 7th rogs, 8th RFPs, 7th RFAs to KNR Defendants.pdf
- Executed waiver forms.pdf 3260K
- 2019-02-15 Plaintiffs' 3rd rogs and 3rd RFPs to Floros.docx 26K
- 2019-02-15 Pls' 4th Rogs and 3rd RFPs to Ghoubrial.docx 26K

Page 1 of 1



Peter Pattakos <peter@pattakoslaw.com>

Former Client Records

Barb Day <bday@sutter-law.com>

Fri, Apr 5, 2019 at 10:34 AM

To: Peter Pattakos <peter@pattakoslaw.com>, "James M. Popson" <jpopson@sutter-law.com> Cc: "Nathan F. Studeny" <nstudeny@sutter-law.com>

Mr. Pattakos, the client files have been uploaded to a folder on box.com. Here is the link: https://sutterlaw.box.com/s/a7loalbrzxkizhbix7kfllp6u0qs6dpb

This folder is password protected and the password will be sent to you in a separate e-mail.

Barb Day Legal Assistant **Sutter O'Connell** Direct: 216.928.4524

Mobile:

This is a privileged and confidential communication. If you are not the intended recipient, you must: (1) notify the sender of the error; (2) destroy this communication entirely, including deletion of all associated attachment files from all individual and network storage devices; and (3) refrain from copying or disseminating this communication by any means.

From: Peter Pattakos [mailto:peter@pattakoslaw.com]

Sent: Friday, April 05, 2019 10:05 AM

To: James M. Popson

Cc: Nathan F. Studeny; Barb Day Subject: Re: Former Client Records

Thanks.

Peter Pattakos

The Pattakos Law Firm LLC

101 Ghent Road

Fairlawn, OH 44333

330.836.8533 office; 330.285.2998 mobile

peter@pattakoslaw.com

EXHIBIT C

www.pattakoslaw.com

This email might contain confidential or privileged information. If you are not the intended recipient, please delete it and alert us.

I think we got some more yesterday. We will get on this this morning.

Jim

James M. Popson Attorney

Sutter O'Connell Direct: 216.928.4504

Mobile: 216.570.7356

This is a privileged and confidential communication. If you are not the intended recipient, you must: (1) notify the sender of the error; (2) destroy this communication entirely, including deletion of all associated attachment files from all individual and network storage devices; and (3) refrain from copying or disseminating this communication by any means.

From: Peter Pattakos [mailto:peter@pattakoslaw.com]

Sent: Friday, April 05, 2019 9:47 AM

To: James M. Popson

Cc: Nathan F. Studeny; Barb Day Subject: Re: Former Client Records

Jim, where are we on these files? I need them today to prepare for the Ghoubrial deposition.

Peter Pattakos

The Pattakos Law Firm LLC

101 Ghent Road

Fairlawn, OH 44333

330.836.8533 office; 330.285.2998 mobile

peter@pattakoslaw.com www.pattakoslaw.com This email might contain confidential or privileged information. If you are not the intended recipient, please delete it and alert Peter, I can confirm KNR agrees to provide the client files for those 7 individuals. As soon as I have them in my office, we will bates stamp them and send them over via encrypted drop box. Jim James M. Popson Attorney **Sutter O'Connell** Direct: 216.928.4504 Mobile: 216.570.7356 This is a privileged and confidential communication. If you are not the intended recipient, you must: (1) notify the sender of the error; (2) destroy this communication entirely, including deletion of all associated attachment files from all individual and network storage devices; and (3) refrain from copying or disseminating this communication by any means.

From: Peter Pattakos [mailto:peter@pattakoslaw.com]

Sent: Saturday, March 30, 2019 8:31 AM

To: James M. Popson

Cc: Mannion, Tom (Tom.Mannion@lewisbrisbois.com); Dmb@dmbestlaw.com; Nathan F. Studeny; Barb Day

Subject: Re: Former Client Records

Jim,

I reviewed your response. I can confirm that I represent all of the individuals for whom we submitted waivers, who have requested that you turn your files (including all legal files and medical records) over to my firm so that we may review them.

If you agree that all the records will be produced, I can notify the Court that our motion is moot.

Thank you.

Peter Pattakos

The Pattakos Law Firm LLC

101 Ghent Road

Fairlawn, OH 44333

330.836.8533 office; 330.285.2998 mobile

peter@pattakoslaw.com

www.pattakoslaw.com

This email might contain confidential or privileged information. If you are not the intended recipient, please delete it and alert us.

Peter,

We will produce the medical records today. We are not in a position to produce the client files until we can confirm consent of KNR's former clients. A "patient authorization" to release medical records is different from an authorization to release a former client's legal file. Again, if you will confirm that you represent these individuals, we will take you at your word and produce the files. We will be filing a response to your motion today setting forth our position for the record.

Jim

James M. Popson

CV-2016-09-3928 MICHAEL, KATHRYN
The Pattakos Law Firm LLC Mail - Former Client Records

04/18/2019 14:59:15 PM

MOTI

Page 21 of 35 4/18/19, 1:56 PM

Attorney

Sutter O'Connell 3600 Erieview Tower 1301 E. 9th Street Cleveland, Ohio 44114

Direct: 216.928.4504

Fax: 216.928.4400

Mobile: 216.570.7356

Email: jpopson@sutter-law.com

www.sutter-law.com

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04/18/2019 14:59:15 PM

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Page 22 of 35

∠14892 / Taijuan Carter

Settlement Wemorandum

Recovery:

Merchants Insurance Group

REC REC

Preferred Capital

\$ 16,000.00 \$ 350.00

\$ 16,350.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC

Ol Billian Caminas III Cudasa for	\$ 50.00
Clearwater Billing Services, LLC; docs fee	\$ 50.00
Comprehensive Pain Management *; recs fee EF	\$ 8.19
Floros, Dr. Minas; narrative fee	\$ 200.00
Summa Health System; 1105-95 05690599	\$ 34.80
Summa Health System: mrn 05690599	\$ 18.63

\$ 50.00 AMC Investigations; 214892

Total Due

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron Radiology*	72	\$ 30.00
Akron Square Chiropractic		\$ 4,272.00
Clearwater Billing Services, LLC		\$ 1,500.00
Comprehensive Pain Management *		\$ 700.00
EMPI, Inc.*	- P	\$ 957.62
Kisling, Nestico & Redick, LLC	(\$5,333.33)	\$ 3,600.00
Millennium Laboratories	.77	\$ 573.68
Preferred Capital Funding		\$ 481.50
Summa Emergency Associates, Inc.*	- Z	\$ 225.00

\$ 12,339.80 **Total Due Others**

\$ 12,701.42 **Total Deductions** \$ 3,648.58 Total Amount Due to Client \$1,786.30

Total Amount to be Paid by Client \$ 5,434.88 **Net Amount Due to Client** \$ 350.00

Less Previously Paid to Client

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and I acknowledge that it accurately reflects all outstanding expenses associated with my injury claim. I further understand that the itemized bills listed above will be deducted and paid from the gross amount of my settlement except as otherwise indicated. Finally, I understand that any bills not listed above, including but not limited to Health Insurance or Medical Payments Subrogation and/or those initialed by me to indicate that they are not being paid from the settlement are my responsibility and not the responsibility of Kisling, Nestico & Redick, LLC.

Net Amount Due to Client

Name:

aijuan Carte

Firm:

Kisling, Nestico & Redick, LLC

EXHIBIT D

\$ 5.084.88

1500

HEALTH INSURANCE CLAIM FORM

KISLING, NESTICO & REDICK 3412 WEST MARKET STREET AKRON, OH 44333

VED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05		PICA TTT
1. MEDICARE MEDICAID TRICARE CHAMPV	A GROUP FECA OTHER HEALTH PLAN BLK LUNG X (ID)	an investory and in the contract of the contra
(Medicare #) (Medicaid #) (Sponsor's SSN) (Member II PATIENT'S NAME (Last Name, First Name, Middle Initial)	(SSN or ID) (SSN) (ID)	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
CARTER, TAIJUAN	F	CARTER, TAIJUAN
	6. PATIENT RELATIONSHIP TO INSURED Self Spouse Child Other	
AKRON STATE OH	8. PATIENT STATUS	CITY AKRON STATE OH
ZIP CODE	Single Married Other	ZIP CODE
44313	Employed Full-Time Part-Time Student Student	AKRON ZIP CODE 44313 11. INSURED'S POLICY GROUP OR FECA NUMBER B. EMPLOYER'S NAME OR SCHOOL NAME C. INSURANCE PLAN NAME OR PROGRAM NAME KISLING, NESTICO & REDICK d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	SEX M X
b. OTHER INSURED'S DATE OF BIRTH SEX	b. AUTO ACCIDENT? PLACE (State)	b. EMPLOYER'S NAME OR SCHOOL NAME
M F	PLACE (State) NO OH	
c. EMPLOYER'S NAME OR SCHOOL NAME	c. OTHER ACCIDENT? YES X NO	c. INSURANCE PLAN NAME OR PROGRAM NAME KISLING, NESTICO & REDICK
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. RESERVED FOR LOCAL USE	
READ BACK OF FORM BEFORE COMPLETING 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the	i & SIGNING THIS FORM.	YES NO If yes, return to and complete item 9 a-d. 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize
to process this claim. I also request payment of government benefits either below.	to myself or to the party who accepts assignment	payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNATURE ON FILE	08/10/11 DATE	SIGNATURE ON FILE
15. OT 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	F PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY MM DD YY
17b 19. RESERVED FOR LOCAL USE	NPI	FROM TO 20. OUTSIDE LAB? \$ CHARGES
OF DIADNOCIO OD NATIJES OF ILLAFOO OF INJURY ID 11 F		YES NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 8 4 7 . 0	3 or 4 to Item 24E by Line)	22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.
846.0		23. PRIOR AUTHORIZATION NUMBER
	DURES, SERVICES, OR SUPPLIES E.	F. G. H. I. J. DAYS EPSDI ID. RENDERING
From	in Unusual Circumstances) DIAGNOSIS MODIFIER POINTER	DAYS CHARGES UNITS Plan OUAL. PROVIDER ID. #
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	31 1,2	NPI
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06/24/11 06/24/11 11 992	13 1,2	\$150.00 1 NPI - 1508856915
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07/15/11 07/15/11 11 992 25. FEDERAL TAX LD. NUMBER SSN EIN 26. PATIENT'S A 270845852 2006	CCOUNT NO. 27. ACCEPT ASSIGNMENT?	\$150.00 1 NPI 1508856915 28. T\$72L, 4750, 00 29 \$400.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	X YES NO	\$ \$ \$
INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse) HANCH	RIST LLC	33. BCDEARWATER BILLING SERVICES P.O BOX 1243
apply to this bill and are made a part thereof.) 1134	BROWN ST , OH 44301	BATH, OH 44210
08/10/11 a. 166970	PUZBAN OSE NOCIONEL CARD, WASHINGTON HIS MILE MATERIAL BATT	a. 1487982112 <mark>b.</mark>
NUCC Instruction Manual available at: www.nucc.org	PLEASE PRINT OR TYPE	APPROVED OMB-0938-0999 FORM CMS-1500 (08-05)

Sandra Kurt, Summit County Clerk of Courts

1500

HEALTH INSURANCE CLAIM FORM

KISLING, NESTICO & REDICK 3412 WEST MARKET STREET AKRON, OH 44333

VED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05			
MEDICARE MEDICAID TRICARE CHAMP	HEALTH PLAN - BLK LUNG X	PICA (For Program in Item 1)	
(Medicare #) (Medicaid #) (Sponsor's SSN) (Member ATIENT'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN	(SSN 01 ID) (SSN) (ID)	4. INSURED'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN	
CHATELY THE STEV	6. PATIENT RELATIONSHIP TO INSURED		
AKRON	Self Spouse Child Other	AKRON STATE OH	
AKRON OH	Single Married Other	ZIP CODE STATE OH	
44313	Employed Full-Time Part-Time Student Student	44313	
THER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11, INSURED'S POLICY GROUP OR FECA NUMBER	
THER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	SEX F	
THER INSURED'S DATE OF BIRTH SEX	b. AUTO ACCIDENT? PLACE (State)	b. EMPLOYER'S NAME OR SCHOOL NAME	
M F F MPLOYER'S NAME OR SCHOOL NAME	c. OTHER ACCIDENT?	c. INSURANCE PLAN NAME OR PROGRAM NAME KISLING, NESTICO & REDICK	
SURANCE PLAN NAME OR PROGRAM NAME	YES NO	KISLING, NESTICO & REDICK	
SOLICITOE E LAIN MAINIE ON ENCONAINI NAINIE	100. NESENVED FOR LOUAL USE	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO "I yes, return to and complete item 9 a-d."	l.
READ BACK OF FORM BEFORE COMPLETIN ATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the process this claim. I also request payment of government benefits eithe	release of any medical or other information necessary	 INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier f services described below. 	for
SIGNATURE ON FILE	08/10/11	SIGNATURE ON FILE	
	DATE IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY	FROM TO	
RICHARD GUNNING,	1508856915	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY	
ESERVED FOR LOCAL USE	o. NPI 1300030313	FROM TO 20. OUTSIDE LAB? \$ CHARGES	
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847.0		CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER	
846.0			
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EDERAL TAX I.DNUMBER SSN EIN 26. PATIENT'S	ACCOUNT NO. 27. ACCEPT ASSIGNMENT?	NPI	0.0
270845852 200	YES NO	29. \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	205
	ACILITY LOCATION INFORMATION	33. BICINEARWATER PBILLING SERVIC	ES
NCLUDING DEGREES OR CREDENTIALS HANC	HRIST LLC	P.O BOX 1243	
NCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse pply to this bill and are made a part thereof.) HANC' 1134	HRIST LLC BROWN ST N, OH 44301	P.O BOX 1243 BATH, OH 44210	

Sandra Kurt, Summit County Clerk of Courts

Printed on Recycled Paper

236538 / Taijuan Carter

Settlement Memorandum

Recovery	/ :

REC American Family Insurance* \$6,000.00

MP Electric Insurance Company \$1,000.00

REC Preferred Capital Funding \$500.00

\$7,500.00

\$688.00

DEDUCT AND RETAIN TO PAY: Kisling Nestico & Redick LLC

Kisling, Nestico & Redick, LLC	
Clearwater Billing Services, LLC; Floros, Dr. Minas; MZ P & G Reporting, LLC; inv # 4150 Summit County filing fee AMC Investigations;	\$ 50.00 \$ 200.00 \$ 27.50 \$ 360.50 \$ 50.00
Total Due	

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron Square Chiropractic	
	\$ 1,350.00
Clearwater Billing Services, LLC	
	\$ 1,300.00
Kisling, Nestico & Redick, LLC	\$ 1,350.00
National Diagnostic Imaging Consultants	
Professor Capital Funding	\$ 110.00
Preferred Capital Funding	\$ 622.50

Total Due Others \$4,732.50

lotal Deductions	¢ = 400 =0
Total Amount Due to Client	\$ 5,420.50
	\$ 2,079.50
Less Previously Paid to Client	
Net Amount Due to Client	\$500.00
Hot Amount Due to Chefft	\$ 1 579 50

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and I acknowledge that it accurately reflects all outstanding expenses associated with my injury claim. I further understand that the itemized bills listed above will be deducted and paid from the gross amount of my settlement except as otherwise indicated. Finally, I understand that any bills not listed above, including but not limited to Health Insurance or Medical Payments Subrogation and/or those initialed by me to indicate that they are not being paid from the settlement are my responsibility and not the responsibility of Kisling, Nestico & Redick, LLC.

Data

Name:

Firm:

Kisling, Nestico & Redick, LLC

Taijuan Carter

HEALTH INSURANCE CLAIM F						= = V=> 76		I
PPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE PICA	E (39-05							PICA
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READ BACK OF FORM BEFORE PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE	C + authorize the rele	ase of any medical or	other informatic	n necessary	13. INSURED'S OF AL	JTHORIZED P	ERSONS	o and complete dem 9 a-d SIGNATURE Lauthorize med physician or supplier for
to process this claim. Letso request payment of government heliow.	nd beneals either to n	nyself or to the party w	ло ассерь ваз 13/12/1	ignment	services described	below.		
		1.1					1 He h	ON FILE
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FOR ATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER



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SLATER & ZURZ LLP CADE PLAZA #2210 AKRON, OH 44308

HEALTH INSURANCE CLAIM FORM APPROVED BY NATIONAL UNIFORM CLAIM COMMETTEE (NUCC) 02/12 PICA eica i MERCAR APPENCAIN TRICARE CHAMPVA One SECTO PLAN. EPA VO (For Program in Item 1) (Medicarea) (Medicade) (10#DoDs) (National States (National States) X (100) 2. PATIENT'S NAME (Last Name, First Name, Middle Initial) 4. INSURED'S NAME (Lest Name, First Name, Micible Industry SEX CARTER, TAI JUAN CARTER, TAI JUAN 5. PATIENT'S ADDRESS (No., Subst) 6 PATIENT RELATIONSHIP TO INSURED T. WELFEL & ADDRESS (No. Street) Ser Spoure Child Other STATE 8 RESERVED FOR NUCCUSE CTY STATE AKRON OH AKRON ΦН MP CODE TELEPHONE Oxclude Area C of come 44311 44311 A COVER INSURED E NAME (LES NÃ IN TOTAL STATE 10.15 PATENT'S CONDITION RELATED TO: IT, INSURED'S POLICY GROUP OR FECA NUMBER A OTHER INSURED'S POLICY OF GROUP NUMBER a, EMPLOYMENT? (Current or Previous) SEX YES XNO W ¢. b. PESERVED FOR NUCC USE b. AUTO ACCIDENT? b. OTHER CLAIM ID (Designated by NUCC) FLACE (State) XYES HO OH 6. RESERVED FOR NUCC USE C OTHER ACCIDENTY 5. INSUFANCE PLAN HAME ON PROGRAM NAME Tres X×o SLATER & ZURZ LLP C. PASILITACICE FLAN NAME OF PROGRAM NAME TIGS CLAIM CODES (Designated by NUCC) & IS THENE ANOTHER HEALTH BENEFIT PLAN? KINO ivės il yes, complete items 9, 9a, and 9.5. HEAD BACK OF FORM BEFORE COMPLEYES A SIGNAL THIS FURN. TO INSURED S OF AUTHORIZED PERSON'S SIGNATURE I INFINITION 12. PATIENT'S OR AUTHORIZED PERSON SISSANTURE. Laurente recent a season or metal runes.
15. PATIENT'S OR AUTHORIZED PERSON SISSANTURE. Laurente has deeped of present or other information recessary to process the claim. I this request payment of government banding to invest to myself or to the party and accepts assignment. payment of medical benefits to the undersigned physician or supplier for services document below. SIGNATURE ON FILE 12 01 2015 SIGNATURE ON FILE SEGMEN DATE BIGNED 14 DATE OF CHITEST LLASES, PLANEY, O PRECHANCY (LMP) 5 OTHER DATE is dates patent grable to work in cumpent occupation CLA_439 TO 06 15 CUAL 431 10 17. NAME OF REFERRING PROVIDER OF CITHER BOLDING 4 W. S. HOSPITAL 24 TEN DATES RELATED TO CURPENT DEVICES. 17b. NP PROM 19 ADDITIONAL CLAIM INFORMATION (Seeign sent by NUCC) 20 CALTERNE LAST e charger YES 0.000 21. DIAGNOSIS OR NATURE OF ILLNESS OF HAWRY Picture AL to service ind below (245) 22 CERUBATE CE tion (CO) OPIGINAL REF. NO S46.119A " \$23.3XXA c \$33.8XXA M25.461ħ #\$13.4XXD 23. PRIOR AUTHORIZATION NUMBER 6\$33.8XXD E LS46.119D FIS23_3XXD 3. 84 DATE(S) OF SERVICE O PROCEDIFIES, SERVICES, CRISIFFLES 1... From COLPAND NA CALINA CO **美麗美丽** (Explain Unios and Carcultustances Dagades è RENDERING 00 **CPTWCPOS** 977.57 MOVERNER POWTER SCHARRIER ROVICER ID. 10 14 15 10 14 15 99203 1 A.B.C. 300.00 *** 1003892217 100 10 14 15 10 14 15 11 20553 A,B,C, 800.00 12 1003892217 . NPG 10 14 15 10 14 15 7 J1040 A,B,C, 80.00 1 1003892217 344 10 14 15 10 14 15 11 E0730 500.00 А,В.С, Ť 1003892217 5/37 10 21 15 10 21 15 11 99213 150.00 E,F,G, 1 1003892217 MP4 10 28 15 10 28 15 99213 11 H, F,G, 150.00 1003092217 848° 25 FEDERAL TAX 10, NUMBER 884 SA 28 PATENTS ASSOCIATING 25. TOTAL CHARGE ST. ACCEPTABLE WARRENCY 28 AMELINT PART 30. Pand for NUCC Use 270796590 8954 XIVES 1980.00 0.:00 8 THI SIGNATURE OF PHYSICIAN OR SUPPLIER 38 BEHVICE FACILITY LOCATION INFORMATION 33. BOLING PROVIDER INFO & PHI 6 *1*330 \331 \7207 INCLUSIONS DEGREES OR CRECENTIALS AKRON CHIROPRACTOR CLEARWATER BILLING SERVICES LLC if death that the statements on the revenue apply to this bill and are made a part thereof.) S ARLINGTON ST P.O BOX 1243 AKRON, OH 44306 BATH, OH 44210 04 12 01 15 1 1 6 6 9 7 0 2 8 4 1 SAM N. GHOUBRIAL, MD 1487982112

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FOR ATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER

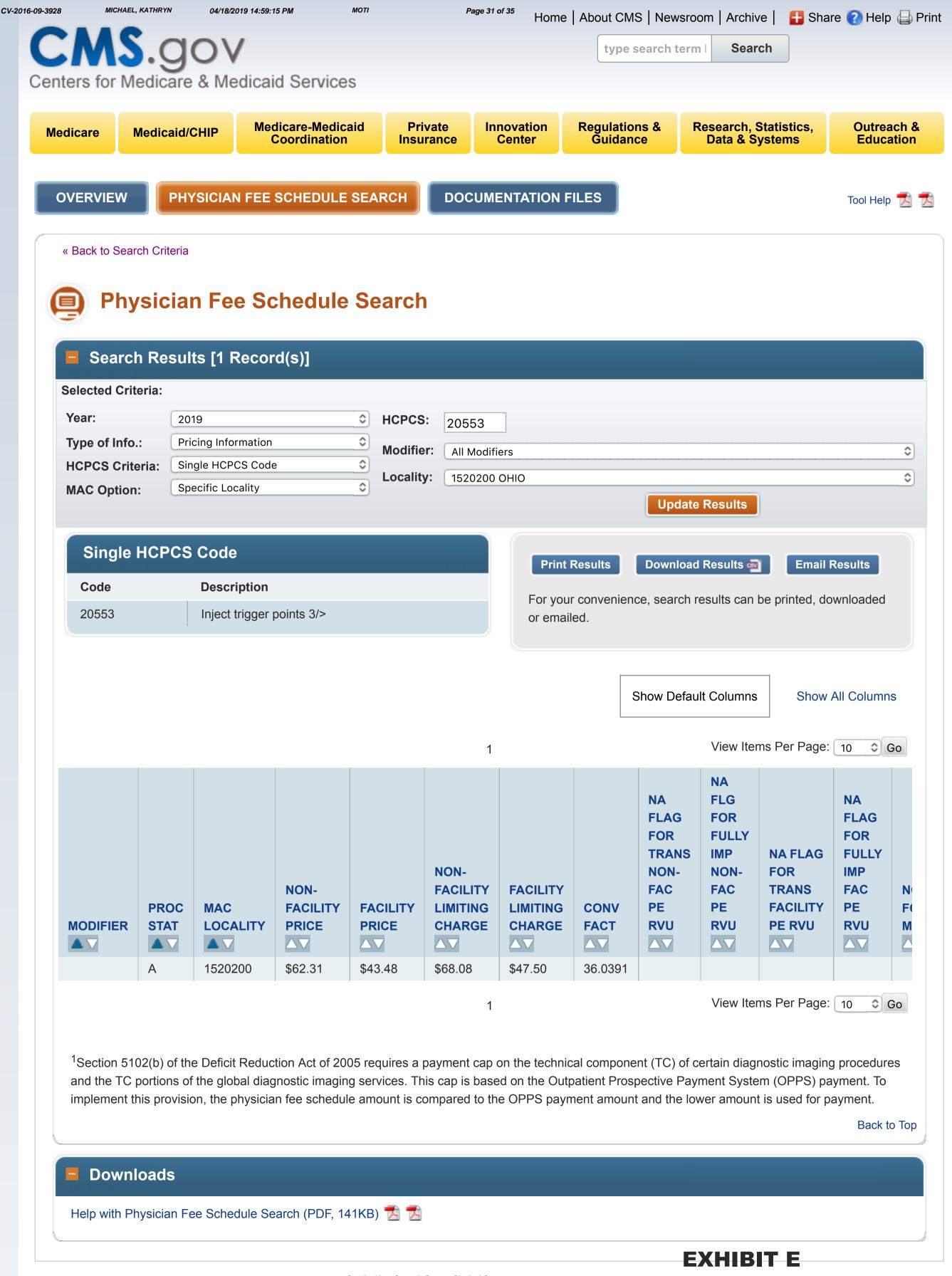




SLATER & ZURZ LLP ONE CADE PLAZA #2210 AKRON, OH 44308

HEALTH INSURANCE CLAIM FORM

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American Chiropractic Association

Code of Ethics

PREAMBLE

This Code of Ethics is based upon the acknowledgement that the social contract dictates the profession's responsibilities to the patient, the public, and the profession; and upholds the fundamental principle that the paramount purpose of the chiropractic doctor's professional services shall be to benefit the patient.

- I. Doctors of chiropractic should adhere to a commitment to the highest standards of excellence and should attend to their patients in accordance with established best practices.
- II. Doctors of chiropractic should maintain the highest standards of professional and personal conduct, and should comply with all governmental jurisdictional rules and regulations.
- III. Doctor-patient relationships should be built on mutual respect, trust and cooperation. In keeping with these principles, doctors of chiropractic shall demonstrate absolute honesty with regard to the patient's condition when communicating with the patient and/or representatives of the patient. Doctors of chiropractic shall not mislead patients into false or unjustified expectations of favorable results of treatment. In communications with a patient and/or representatives of a patient, doctors of chiropractic should never misrepresent their education, credentials, professional qualification or scope of clinical ability.
- IV. Doctors of chiropractic should preserve and protect the patient's confidential information, except as the patient directs or consents, or the law requires otherwise.
- V. Doctors of chiropractic should employ their best good faith efforts to provide information and facilitate understanding to enable the patient to make an informed choice in regard to proposed chiropractic treatment. The patient should make his or her own determination on such treatment.
- VI. The doctor-patient relationship requires the doctor of chiropractic to exercise utmost care that he or she will do nothing to exploit the trust and dependency of the patient. Sexual misconduct is a form of behavior that adversely affects the public welfare and harms patients individually and collectively. Sexual misconduct exploits the doctor-patient relationship and is a violation of the public trust.
- VII. Doctors of chiropractic should willingly consult and seek the talents of other health care professionals when such consultation would benefit their patients or



when their patients express a desire for such consultation.

- Doctors of chiropractic should never neglect nor abandon a patient. Due notice should be afforded to the patient and/or representatives of the patient when care will be withdrawn so that appropriate alternatives for continuity of care may be arranged.
- IX. With the exception of emergencies, doctors of chiropractic are free to choose the patients they will serve, just as patients are free to choose who will provide healthcare services for them. However, decisions as to who will be served should not be based on race, religion, ethnicity, nationality, creed, gender, handicap or sexual preference.
- Χ. Doctors of chiropractic should conduct themselves as members of a learned profession and as members of the greater healthcare community dedicated to the promotion of health, the prevention of illness and the alleviation of suffering. As such, doctors of chiropractic should collaborate and cooperate with other health care professionals to protect and enhance the health of the public with the goals of reducing morbidity, increasing functional capacity, increasing the longevity of the U.S. population and reducing health care costs.
- XI. Doctors of chiropractic should exercise utmost care that advertising is truthful and accurate in representing the doctor's professional qualifications and degree of competence. Advertising should not exploit the vulnerability of patients, should not be misleading and should conform to all governmental jurisdictional rules and regulations in connection with professional advertising.
- XII. As professions are self-regulating bodies, doctors of chiropractic shall protect the public and the profession by reporting incidents of unprofessional, illegal, incompetent and unethical acts to appropriate authorities and organizations and should stand ready to testify in courts of law and in administrative hearings.
- Doctors of chiropractic have an obligation to the profession to endeavor to assure that their behavior does not give the appearance of professional impropriety. Any actions which may benefit the practitioner to the detriment of the profession must be avoided so as to not erode the public trust.
- Doctors of chiropractic should recognize their obligation to help others acquire knowledge and skill in the practice of the profession. They should maintain the highest standards of scholarship, education and training in the accurate and full dissemination of information and ideas.

For more information on how to file a complaint or obtain an advisory opinion, please request a copy of the "Administrative Procedures for the Code of Ethics" or read the ACA's Standing Rules.

The ACA's Code of Ethics was revised and ratified by the ACA House of Delegates September 2007.

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