

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

<p>MEMBER WILLIAMS, et al.,</p> <p style="text-align:center">Plaintiffs,</p> <p style="text-align:center">vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. CV-2016-09-3928</p> <p>Judge James A. Brogan</p> <p>Motion for Protective Order and Sanctions regarding Defendants' Improper Communications with Represented Third Parties</p>
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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

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. Ghoubril; (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,

/s/ Peter Pattakos

Peter Pattakos (0082884)
Rachel Hazelet (00097855)
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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., Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, et al., Defendants.	Case No. CV-2016-09-3928 Judge James A. Brogan Affidavit of Taijuan Carter
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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 Kising, 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.
2. 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. Kising, Nestico, & Redick, LLC, et al.*, Summit County Common Pleas Case No. CV-2016-09-3928.
3. On January 28, 2019, I executed a waiver asking The Pattakos Law Firm LLC to obtain records and documents from Sam Ghoubril, M.D., Minas Floros, D.C., and KNR relating to KNR’s legal representation of me and the healthcare I received from Drs. Ghoubril 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



Peter G. Pattakos
Attorney Peter G. Pattakos
Resident Summit County
Notary Public, State of Ohio
My 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



[Handwritten Signature]
 Attorney Peter G. Pattakos
 Resident Summit County
 Notary Public, State of Ohio
 My Commission Has No Expiration Date
 Sec 147.03 RC

[Handwritten Signature]

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. Ghoubril. 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.

 _____
Signature of Affiant Date

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

 _____
Notary Public, State of Ohio



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

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

TO: Sam Ghoubril, M.D. and all entities owned or controlled by Ghoubril or 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: Tai Juan V. Carter

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

I authorize and request the disclosure of all protected information for the purpose of review and evaluation in connection with a legal claim. I expressly request that the designated record custodian of all covered entities under HIPAA identified above disclose full and complete protected medical information including the following:

- 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.
- All physical, occupational and rehab requests, consultations and progress notes.
- All disability, Medicaid or Medicare records including claim forms and record of denial of benefits.
- All employment, personnel or wage records.
- All autopsy, laboratory, histology, cytology, pathology, immunohistochemistry records and specimens; radiology records and films including CT scan, MRI, MRA, EMG, bone scan, myelogram; nerve conduction study, echocardiogram and cardiac catheterization results, videos/CDs/films/reels and reports.
- All pharmacy/prescription records including NDC numbers and drug information handouts/monographs.
- 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.

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

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.

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

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 federal consent requirements for release of alcohol or substance abuse records of 42 CFR 2.31, the restrictions of which have been specifically considered and expressly waived.

You are authorized to release the above records to the following representatives of defendants in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

The Pattakos Law Firm and all attorneys or representatives of that firm
Name of Representative

Attorney
Representative Capacity (e.g. attorney, records requestor, agent, etc.)

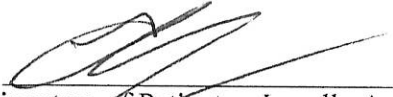
101 Ghent Road
Street Address

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 at any time, except to the extent information has been released in reliance upon this authorization.
- b. The information released in response to this authorization may be re-disclosed to other parties.
- c. My treatment or payment for my treatment cannot be conditioned on the signing of this authorization.

Any facsimile, copy or photocopy of the authorization shall authorize you to release the records requested herein. This authorization shall be in force and effect until two years from date of execution at which time this authorization expires.


Signature of Patient or Legally Authorized Representative
(See 45CFR § 164.508(c)(1)(vi))

1/28/19
Date

Name and Relationship of Legally Authorized Representative to Patient
(See 45CFR §164.508(c)(1)(iv))

Witness Signature

Date

9:00



+1 (330) 284-8228 >

iMessage
Today 5:05 PM

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

Ok

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

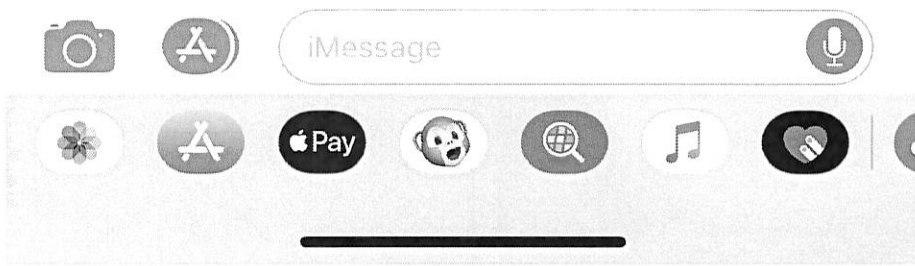
Say what time? I'm heading that way now

7 pm

I'm still at office

EXHIBIT 2

Okay



9:00



+1 (330) 284-8228 >

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

Okay

Leaving office in 5 min

I'm here bro

Delivered

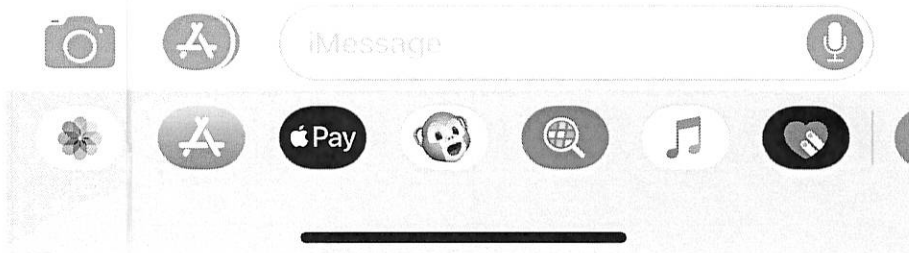
Ok. I just called for a seat. They gave me
number 4152. Call ahead seating

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



11:12



+1 (330) 284-8228 >

7 pm

I'm still at office

Okay

Leaving office in 5 min

I'm here bro

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

Yesterday 8:55 PM

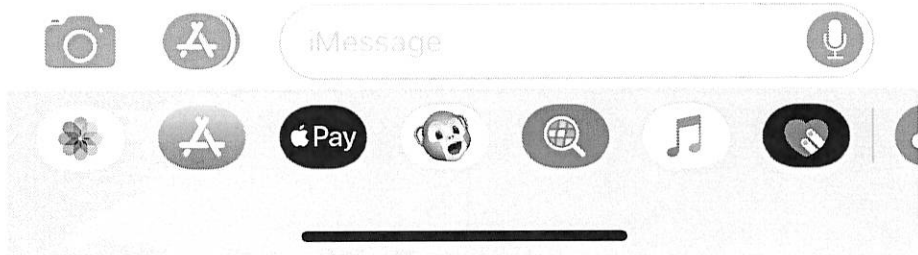
It was good seeing you tonight. Thank you for meeting me

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

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 Ghoubrial
- 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 appropriate.
- 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**
28K
-  **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**
153K
-  **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



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://sutter-law.box.com/s/a7loalbrzxkizhbix7kflp6u0qs6dpb>

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

www.pattakoslaw.com

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

On Fri, Apr 5, 2019 at 9:51 AM James M. Popson <jpopson@sutter-law.com> wrote:

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 us.

On Mon, Apr 1, 2019 at 9:38 AM James M. Popson <jpopson@sutter-law.com> wrote:

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.

On Fri, Mar 29, 2019 at 2:33 PM James M. Popson <jpopson@sutter-law.com> wrote:

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

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

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.

214892 / Taijuan Carter

Settlement Memorandum

Recovery:

REC	Merchants Insurance Group
REC	Preferred Capital

\$ 16,000.00
\$ 350.00
<hr/>
\$ 16,350.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC

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
AMC Investigations; 214892	\$ 50.00

Total Due

\$ 361.62

DEDUCT AND RETAIN TO PAY TO OTHERS:

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

Total Due Others

\$ 12,339.80

Total Deductions

\$ 12,701.42

Total Amount Due to Client

\$ 3,648.58

Total Amount to be Paid by Client

\$ 1,786.30

Net Amount Due to Client

\$ 5,434.88

Less Previously Paid to Client

\$ 350.00

Net Amount Due to Client

\$ 5,084.88

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.

Date:

11/28/11

Name:

Taijuan Carter

Firm:

Kisling, Nestico & Redick, LLC

EXHIBIT D

1500

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

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

Form containing patient and insured information, dates of service, charges, and signatures. Includes fields for name, address, date of birth, policy number, and a table of services rendered.

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

1500

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

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		(For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN		4. INSURED'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN	
6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input checked="" type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		SEX M <input type="checkbox"/> F <input type="checkbox"/>	
CITY AKRON	STATE OH	CITY AKRON	STATE OH
ZIP CODE 44313		ZIP CODE 44313	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		11. INSURED'S POLICY GROUP OR FECA NUMBER	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
b. OTHER INSURED'S DATE OF BIRTH MM DD YY		b. AUTO ACCIDENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PLACE (State) OH	
c. EMPLOYER'S NAME OR SCHOOL NAME		c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. RESERVED FOR LOCAL USE	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE NED		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED	
14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) 04 16 2011		15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY 1508856915	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE RICHARD GUNNING,		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. RESERVED FOR LOCAL USE		20. OUTSIDE LAB? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line) 1. 847.0 2. 846.0		22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER		24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) EPT/HPCPS MODIFIER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL. J. RENDERING PROVIDER ID. #	
1 05/13/11 05/13/11 11 E0730 1,2 \$500.00 1 1508856915			
2			
3			
4			
5			
6			
25. FEDERAL TAX ID NUMBER 270845852		26. PATIENT'S ACCOUNT NO. 2006	
27. ACCEPT ASSIGNMENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		28. TOTAL CHARGE \$500.00	
29. AMOUNT PAID \$0.00		30. UNPAID AMOUNT \$500.00	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) RICHARD H. GUNNING 08/10/11		32. SERVICE FACILITY LOCATION INFORMATION HANCHRIST LLC 1134 BROWN ST AKRON, OH 44301	
33. BILLING INFORMATION CLEARWATER BILLING SERVICES P.O. BOX 1243 BATH, OH 44210		34. BILLING PHONE NUMBER 330 331-7207	
SIGNED		a. 1669702841 b. 1487982112	

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

DEDUCT AND RETAIN TO PAY:

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

Total Due \$ 688.00

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	\$ 110.00
Preferred Capital Funding	\$ 622.50


Total Due Others \$ 4,732.50

Total Deductions

Total Amount Due to Client	\$ 5,420.50
Less Previously Paid to Client	\$ 2,079.50
Net Amount Due to Client	\$ 500.00
	\$ 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.

Date: 4/24/19

Name: 
Taijuan Carter

Firm: 
Kisling, Nestico & Redick, LLC

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 09/05

PICA _____

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA OTHER
(Medicare #) (Medicaid #) (Sponsor's SSN) (Member ID) (SSN or ID) (SSN) (ID)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): CARTER, TAIJUAN

3. CITY: AKRON STATE: OH ZIP CODE: 44311

4. INSURED'S NAME (Last Name, First Name, Middle Initial): CARTER, TAIJUAN

5. PATIENT RELATIONSHIP TO INSURED: Self Spouse Child Other

6. PATIENT STATUS: Single Married Other

7. EMPLOYED Full-Time Student Part-Time Student

8. OTHER INSURED'S NAME: _____

9. OTHER INSURED'S POLICY OR GROUP NUMBER: _____

10. OTHER INSURED'S DATE OF BIRTH: MM DD YY _____ SEX: M F

11. EMPLOYER'S NAME OR SCHOOL NAME: _____

12. INSURANCE PLAN NAME OR PROGRAM NAME: TAIJUAN CARTER

13. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, return to and complete item 9 and 10.

14. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: SIGNATURE ON FILE DATE: 03/12/14

15. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE: SIGNATURE ON FILE

16. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP): 12/15/2013

17. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE: MM DD YY 03/12/14

18. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION: FROM MM DD YY TO MM DD YY

19. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES: FROM MM DD YY TO MM DD YY

20. OUTSIDE LAB? YES NO \$ CHARGES

21. MEDICAID RESUBMISSION CODE: _____ ORIGINAL REF NO

22. PRIOR AUTHORIZATION NUMBER: _____

LINE	A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPISODE (Party Paid)	I. ID QUAL	J. FENDERING PROVIDER ID #
	From MM DD YY	To MM DD YY									
1	12/18/13	12/18/13	11		99204	1,2,3	\$350.00	1			1003892217
2	12/18/13	12/18/13	11		20553	1,2	\$800.00	1			1003892217
3	12/18/13	12/18/13	11		J1040	1,2	\$80.00	1			1003892217
4											
5											
6											

25. FEDERAL TAX ID NUMBER: 270796599 SSN EIN: _____

26. PATIENT'S ACCOUNT NO: 6072

27. ACCEPT ASSIGNMENT? YES NO

28. TOTAL CHARGE: \$1,230.00

29. AMOUNT PAID: \$0.00

30. BALANCE DUE: \$1,230.00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER: SAM N. GHOUBRIAL, MD DATE: 03/12/14

32. SERVICE FACILITY LOCATION INFORMATION: HANCHRIST LLC 215 E WATERLOO #12 AKRON, OH 44319

33. BILLING PROVIDER INFORMATION: CLEARWATER BILLING SERVICES P.O BOX 1243 BATH, OH 44210

SIGNED: _____ DATE: _____

CARRIER PATIENT AND INSURED INFORMATION PHYSICIAN OR SUPPLIER INFORMATION

Sandra Kurt, Summit County Clerk of Courts

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE, 06/05

PICA

PICA

1. MEDICARE <input type="checkbox"/> (Medicare #)		MEDICAID <input type="checkbox"/> (Medicaid #)		TRICARE CHAMPUS (Sponsor's SSA) <input type="checkbox"/>		CHAMPVA <input type="checkbox"/> (Member)		GROUP HEALTH PLAN <input type="checkbox"/>		FECA BILLING <input type="checkbox"/> (ID)		OTHER <input type="checkbox"/> (For Program in Item 1)					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN						SEX M <input type="checkbox"/> F <input type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) CARTER, TAIJUAN									
6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input checked="" type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>						8. PATIENT STATUS Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Other <input type="checkbox"/>						10. IS PATIENT'S CONDITION RELATED TO: Employed <input type="checkbox"/> Full Time Student <input type="checkbox"/> Part-Time Student <input type="checkbox"/>					
CITY: AKRON STATE: OH				CITY: AKRON STATE: OH				ZIP CODE: 44311				ZIP CODE: 44311					
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)						11. INSURED'S POLICY GROUP OR FECA NUMBER						13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE (authorize payment of medical benefits to the undersigned physician or supplier for services described below)					
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE (authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits, either to myself or to the party who accepts assignment below)						14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP) 12 15 2013						15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE MM DD YY					
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE						18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES						20. OUTSIDE LAB? \$ CHARGES					
19. RESERVED FOR LOCAL USE						21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3, 4 to Item 24b by Line) 847.0 847.1						22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO					
23. PRIOR AUTHORIZATION NUMBER						24. A. DATE(S) OF SERVICE From To PLACE OF SERVICE EMG D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSON Form Plan I. ID DUAL J. RENDERING PROVIDER ID #						25. FEDERAL TAX ID NUMBER 270796590					
25. FEDERAL TAX ID NUMBER 270796590						26. PATIENT'S ACCOUNT NO 6072						27. ACCEPT ASSIGNMENT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
28. TOTAL CHARGE \$ 1,100.00						29. AMOUNT PAID \$ 0.00						30. BALANCE DUE \$ 1,100.00					
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE(S) OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof) RICHARD H. GUNNING 03/12/14						32. SERVICE FACILITY LOCATION INFORMATION HANCHRIST LLC 215 E WATERLOO #12 AKRON, OH 44319						33. BILLING INFORMATION CLEARWATER BILLING SERVICES P.O BOX 1243 BATH, OH 44210					
SIGNER						DATE						a. 1669702841 b. 1487982112					

SIGNATURE ON FILE

DATE 03/12/14

SIGNATURE ON FILE

PATIENT

CARRIER PATIENT AND INSURED INFORMATION

PHYSICIAN

PHYSICIAN OR SUPPLIER INFORMATION

TAIJUAN CARTER

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

PICA (For Program in Item 1)

1. MEDICARE (Medicare #) [] MEDICAID (Medicaid #) [] TRICARE CHAMPUS (Sponsor's SSN) [] CHAMPVA (Member/Or) [] GROUP HEALTH PLAN (SSN or ID) [] FECA (EPL/UNG) (ID) [] OTHER (ID) []

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): CARTER, TAIJUAN

4. INSURED'S NAME (Last Name, First Name, Middle Initial): CARTER, TAIJUAN

6. PATIENT RELATIONSHIP TO INSURED: Self [] Spouse [] Child [] Other []

8. PATIENT STATUS: Single [] Married [] Other []

10. IS PATIENT'S CONDITION RELATED TO: Employment? (Current or Previous) YES [] NO [X] Auto-Accident? YES [X] NO [] Other Accident? YES [] NO [X]

11. INSURED'S POLICY GROUP OR FECA NUMBER: [REDACTED]

13. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [] NO [X] If yes return to and complete item 9 a-d

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: SIGNATURE ON FILE DATE: 03/12/14

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE: SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS (First symptom or Injury (Accident) OR PREGNANCY/IMP): 12/15/2013

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE: MM DD YY 03/12/14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION: FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: [REDACTED]

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES: FROM MM DD YY TO MM DD YY

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? YES [] NO [X] \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line): 847.0, 847.1, 847.2

22. MEDICAID RESUBMISSION CODE: ORIGINAL REF NO

23. PRIOR AUTHORIZATION NUMBER

24. A	DATE(S) OF SERVICE		B	C	D	E	F	G	H	I	J
	From MM DD YY	To MM DD YY									
1	01/03/14	01/03/14	11		99213		1,2,3	\$150.00	1		1508095803
2											
3											
4											
5											
6											

25. FEDERAL TAX ID NUMBER: 270796590

26. PATIENT'S ACCOUNT NO: 6072

27. ACCEPT ASSIGNMENT? YES [X] NO []

28. TOTAL CHARGE: \$150.00

29. AMOUNT PAID: \$0.00

30. BALANCE DUE: \$150.00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER: JOSHUA M. JONES, MD DATE: 03/12/14

32. SERVICE FACILITY LOCATION INFORMATION: HANCHRIST LLC, 215 E WATERLOO #12, AKRON, OH 44319

33. BILLING INFORMATION: CLEARWATER BILLING SERVICES, P.O. BOX 1243, BATH, OH 44210

FOR ATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER

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

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/OTHER; 2. PATIENT'S NAME: CARTER, TAI JUAN; 4. INSURED'S NAME: CARTER, TAI JUAN; 12. SIGNATURE ON FILE: 12 01 2015; 14. DATE OF CURRENT ILLNESS: 10 06 15; 24. A. DATES OF SERVICE table; 26. TOTAL CHARGE: \$ 1980.00; 28. AMOUNT PAID: \$ 0.00; 31. SIGNATURE OF PHYSICIAN: SAM S. GHOUBRIAL, MD; 33. BILLING PROVIDER INFO: CLEARWATER BILLING SERVICES LLC.

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

Sandra Kurt, Summit County Clerk of Courts

FOR ATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER



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

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/OTHER; 2. PATIENT'S NAME: CARTER, TAI JUAN; 5. PATIENT'S ADDRESS: AKRON, OH 44311; 10. IS PATIENT'S CONDITION RELATED TO: YES; 11. INSURED'S POLICY GROUP OR FECA NUMBER: SLATER & ZURZ LLP; 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE; 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE; 24. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP); 25. FEDERAL TAX I.D. NUMBER: 270796590; 28. TOTAL CHARGE: \$ 1030.00; 29. AMOUNT PAID: \$ 0.00; 31. SIGNATURE OF PHYSICIAN OR SUPPLIER; 32. SERVICE FACILITY LOCATION INFORMATION: AKRON CHIROPRACTOR; 33. BILLING PROVIDER INFO & PH #: 330 331 7207 CLEARWATER BILLING SERVICES LLC.

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

- Medicare
- Medicaid/CHIP
- Medicare-Medicaid Coordination
- Private Insurance
- Innovation Center
- Regulations & Guidance
- Research, Statistics, Data & Systems
- Outreach & Education

- OVERVIEW
- PHYSICIAN FEE SCHEDULE SEARCH
- DOCUMENTATION FILES

Tool Help

[« Back to Search Criteria](#)

Physician Fee Schedule Search

Search Results [1 Record(s)]

Selected Criteria:

Year: HCPCS:

Type of Info.: Modifier:

HCPCS Criteria: Locality:

MAC Option:

Single HCPCS Code

Code	Description
20553	Inject trigger points 3/>

For your convenience, search results can be printed, downloaded or emailed.

[Show All Columns](#)

1

View Items Per Page:

MODIFIER	PROC STAT	MAC LOCALITY	NON-FACILITY PRICE	FACILITY PRICE	NON-FACILITY LIMITING CHARGE	FACILITY LIMITING CHARGE	CONV FACT	NA FLAG FOR TRANS NON-FAC PE RVU	NA FLG FOR FULLY IMP NON-FAC PE RVU	NA FLAG FOR TRANS FACILITY PE RVU	NA FLAG FOR FULLY IMP FAC PE RVU	NA FLAG FOR FULLY IMP FAC PE RVU
	A	1520200	\$62.31	\$43.48	\$68.08	\$47.50	36.0391					

1

View Items Per Page:

¹Section 5102(b) of the Deficit Reduction Act of 2005 requires a payment cap on the technical component (TC) of certain diagnostic imaging procedures and the TC portions of the global diagnostic imaging services. This cap is based on the Outpatient Prospective Payment System (OPPS) payment. To implement this provision, the physician fee schedule amount is compared to the OPPS payment amount and the lower amount is used for payment.

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CMS & HHS Websites


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- [MyMedicare.gov](#)
- [Medicaid.gov](#)
- [InsureKidsNow.gov](#)
- [HealthCare.gov](#)
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- [Freedom of Information Act](#)
- [No Fear Act](#)
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Receive Email Updates



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

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when their patients express a desire for such consultation.

VIII. 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.

X. 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.

XIII. 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.

XIV. 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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