

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

| | |
|---|--|
| <p>MEMBER WILLIAMS, <i>et al.</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p> | <p>Case No. 2016-CV-09-3928</p> <p>Judge James A. Brogan</p> <p>Defendant Floros' Brief in Opposition to Plaintiffs' Motion for Protective Order and Sanctions</p> |
|---|--|

I. Introduction

Defendant Minas Floros requests that this Court deny Plaintiffs' motion for protective order and sanctions. As discussed below, Plaintiffs misrepresent the events that took place and omit material facts to make it seem like Floros improperly communicated with parties that he knew were represented by Plaintiffs' counsel. This did not happen. Taijuan Carter initiated the contact with Floros. Carter also told Floros that he was not interested in suing him and that he was not represented by counsel. The document that Floros drafted and wanted Carter to sign reflects these statements.

There is also no evidentiary support for Plaintiffs' claim that Floros pressured or mislead Carter, or that Floros was receiving guidance from Nestico and KNR. Plaintiffs have also failed to show that good cause exists for a protective order and sanctions under R.C. 2323.51.

II. Facts

On April 17, 2019, Carter went to Floros' office to receive chiropractic treatment. *See* Exhibit A, Floros' Affidavit. It had been about a year since Carter last received treatment. *Id.*

Floros did not request Carter to come to his office and was surprised to see him. *Id.* Since Plaintiffs' counsel sent a medical release for Carter, Floros thought that Carter might be added as plaintiff in this lawsuit. *Id.* Floros was confused to why Carter would come to his office for chiropractic treatment if Carter was potentially suing him. *Id.*

Based on this confusion, Floros first asked Carter if he was suing him. *Id.* Carter looked stunned, shocked and confused. *Id.* He responded to Floros, "what are you talking about?" *Id.* Floros told Mr. Carter that he was named as a potential party in a class action lawsuit. *Id.* Carter responded, "what are you talking about, I would never sue you." *Id.*

Floros then asked Carter if he knows Plaintiffs' counsel, Peter Pattakos. *Id.* Carter told him that he was not familiar with the name. *Id.* After Floros explained the lawsuit to Carter, it refreshed his memory. Carter responded, "Oh ya, oh ya, I think a few months ago I talked to some lady and some lawyer who told me that KNR stole money from me in my settlement." *Id.*

Floros next asked Carter if he was represented by counsel. *Id.* Carter said no. *Id.* Carter told Floros that he "signed something, a release of some kind, so that an attorney could get his law file from KNR." *Id.*

Floros then asked Carter if he knew that Pattakos named him as a potential party in a lawsuit against him. *Id.* Carter said no and replied, "Doc I would never sue you, ever. You're my doctor. What are you talking about?" *Id.*

Carter then told Floros that he did not authorize Pattakos to represent him. *Id.* Rather, Carter only wanted Pattakos to look at some law files to see if KNR was stealing from him. *Id.* Carter also told Floros that Pattakos reached out to him on Facebook and promised him thousands of dollars that KNR stole from him in a settlement. *Id.*

Based on this conversation, it was Floros' reasonable belief that Pattakos might be wrongfully claiming that he represented Carter. *Id.* It was also Floros' reasonable belief that Pattakos might have been misrepresenting the lawsuit to potential clients, since Carter did not even know that Floros was named as a defendant. *Id.* Floros was especially surprised that Pattakos would promise Carter thousands of dollars when Plaintiffs have not proved any of the allegations in their complaint. *Id.*

Floros wanted Carter to sign a document reflecting their conversation. For this reason, Floros asked Carter if he would meet him for dinner that evening at the Texas Roadhouse in Stow. Floros did so with the understanding that Carter was not represented by counsel and not suing him. Carter agreed to meet him for dinner. *Id.*

Just before dinner, Floros drafted a document reflecting what Carter told him—i.e., that he was not represented by Pattakos, that never agreed to join a lawsuit, and that he has no interest in suing Floros. *Id.* Floros also included statements about the other defendants and their claims because he thought it was pertinent to their conversation. Floros drafted the document with no help or legal guidance. *Id.*

Carter arrived at the restaurant first while Floros was still at the office. *Id.* Since Floros would not be at the restaurant for another ten minutes, he texted Carter the table number and told him to place an order: "Order a drink or appetizer. It's on me." *Id.*; *See also* PLs' Ex. A-2.

When they met for dinner, Carter reiterated that he was not represented by counsel and that he only signed a document for a lawyer to look at his "law file" with KNR. Ex. A.

While at dinner, Floros asked Carter if he would sign the document. *Id.* Floros believed that the document he drafted reflected their conversation and the statements that Carter made at

his office. *Id*; *See also* PL's Ex. A-3. Carter told Floros that he would review the document and get back to him. *Id*.

Floros did not ask Rob Nestico or anyone else for guidance in drafting the document or meeting Carter. *Id*. Rather, he merely called KNR to let them know that Carter might be coming to their office to review his file. *Id*.

Floros did not mislead or place any pressure on Mr. Carter to sign the document. *Id*. In fact, in a follow-up text message, Floros stated: "Have you had a chance to look over the document? If you don't want to sign it. Not a problem." *Id*.

Nor did Floros offer a free meal in exchange for his signature. *Id*. Rather, Floros felt that it would have been rude not pay for Carter's meal after he took time out of his evening to meet him. *Id*. Floros also believed that he was following proper etiquette in paying for the meal, since he invited Carter to meet him at the restaurant. *Id*. The total bill for both dinners was about \$80 and Floros left the server a \$20 tip. *Id*.

III. Law and Argument

A. Floros did not knowingly or improperly communicate with a represented third party because: 1) Carter initiated the contact with Floros; 2) Carter told Floros that he was not suing him; and 3) Carter told Floros that Pattakos did not represent him.

Plaintiffs misrepresent the events that took place and omit material facts to make it seem like Floros improperly communicated with parties that he knew were represented by Plaintiffs' counsel. First, Carter made the initial contact with Floros. This is significant. Because if Plaintiffs' claims had any merit, then Carter should not be seeking treatment from a doctor that he is accusing of fraud. Likewise, if Carter is a potential party to this case, then Plaintiffs' counsel should have told Carter that Floros was a named defendant and discontinue treatment with his office.

Second, when Carter came into the examination room, Floros properly asked him if he was a party or potential party to this lawsuit. Shocked and confused by the question, Carter told Floros that he had no interest in suing him: “Doc I would never sue you, ever. You’re my doctor. What are you talking about?” *See* Ex. A.

Third, after Carter told Floros that he had no interest in suing him, Floros properly asked him if he was represented by Pattakos or other counsel. Carter told him no. Rather, according to Carter, he “only signed a release form to obtain his legal file from KNR” because Pattakos told him that “KNR had stolen thousands of dollars” from him. *Id.*

Based on the above conversation, it was reasonable for Floros to believe that Carter was not represented by counsel and that Carter had no intentions on joining this lawsuit. It was also reasonable for Floros to believe that he could continue to discuss the case with Carter and get his statements in writing.

Fourth, the document Floros drafted contained statements that reflected his reasonable belief that Carter was not represented by counsel and had no interest in suing Floros. These statements include the following: 1) “I have never agreed for Peter Pattakos to represent me; and 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 Dr. Minas Floros, or Dr. Sam Ghoubrial.” It would not make any sense for Floros to include these statements if Carter told him that Pattakos represented him in this lawsuit.

Plaintiffs also incorrectly claim that Carter refused to sign the document because “he affirmatively believes that the contents of the document are false.” *See* PL’s Motion for Protective Order, pg 4. This is not what Carter said. Rather, Carter’s affidavit states: “I did not sign the document Dr. Floros provided to me at Texas Roadhouse because did not agree with the

statements contained in the document.” *Id.*, Ex. A. There’s a significant difference between not wanting to sign a document because you do not agree with all of the statements versus not wanting to sign a that a document because you believe all of the statements were entirely false.

This Court, therefore, should deny Plaintiffs’ motion, since it is based on false accusations that Floros improperly communicated with a party that he knew was represented by Plaintiffs’ counsel. This simply did not happen. Carter initiated the contact with Floros and both parties voluntarily communicated with the understanding that Carter was not represented by counsel on any claims against Floros.

B. Floros did not receive guidance from Nestico or KNR in drafting the document or meeting Carter.

Plaintiffs claim that Floros drafted the document and met with Carter under the guidance of Nestico and KNR is baseless and based on pure speculation. Nowhere in Carter’s affidavit does it state that Floros told him that he was receiving help or guidance from KNR. In fact, Carter’s affidavit states the opposite: “Floros told me that he wrote the document.” Floros also denies receiving any guidance from Nestico or KNR. Rather, he merely called over KNR to let them know that Carter might want to review some case files.

C. Floros did not mislead or pressure Carter into signing the document or offer a free meal in exchange for his signature.

Plaintiffs also claim that Floros tried to pressure and mislead Carter into signing the document with a free meal. This is false. First, Carter does not state anywhere in his affidavit that Floros tried to pressure him or mislead him into signing a document. Nor does Carter state that Floros offered him a meal in exchange for his signature.

Second, Floros specifically stated in a text message sent the next day that there was no pressure for Carter to sign the document: “Have you had a chance to look over the document? If you don’t want to sign it. Not a problem.”

Third, Floros believed that it would have been rude to not pay for Carter’s meal after Carter took the time out of his evening to meet him. Indeed, proper business etiquette provides that you should generally pay for a meal when you invite someone to meet you at a restaurant.¹

This Court, therefore, should reject Plaintiffs’ claim that Floros tried to pressure Carter into signing a document or offered a free meal in exchange for his signature. There is no evidentiary support for this accusation. Rather, Floros paid for dinner because it was a polite gesture and decent thing to do after Carter took time out of his evening to meet him.

D. ORC 2325.51 has no application here.

Plaintiffs are asking for sanctions under R.C. 2323.51, which provides that a party adversely affected by “frivolous conduct” may file a motion for an award of attorney fees. R.C. 2323.51(A)(2) provides the following definition for “frivolous conduct”:

- (i) It obviously serves merely to harass or maliciously injure another party to the civil action or appeal or is for another improper purpose, including, but not limited to, causing unnecessary delay or a needless increase in the cost of litigation.
- (ii) It is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law.
- (iii) The conduct consists of allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

¹ See, e.g., <https://www.thebalancecareers.com/business-lunch-etiquette-3515886> (“If you invite someone to lunch or dinner to discuss business, you should always expect to pay.”); <https://emilypost.com/advice/business-meals-who-pays/> (“...the person who did the asking does the paying.”).

(iv) The conduct consists of denials or factual contentions that are not warranted by the evidence or, if specifically so identified, are not reasonably based on a lack of information or belief.

Courts, however, generally only award sanctions under R.C. 2323.51 for frivolous conduct involving pleadings and discovery. *See Cruz v. English Nanny & Governess School, Inc.*, 2017-Ohio-4176, 92 N.E.3d 143, ¶ 113 (8th Dist.) (“A review of the case law demonstrates that sanctions are typically imposed under R.C. 2323.51 for frivolous conduct involving pleadings and discovery.”).

For instance, in *Cruz*, the trial court sanctioned an attorney—who ironically happened to be Peter Pattakos—under R.C. 2323.51 for improperly communicating with the media about a pending case. *Id.* ¶¶114-124. Judge Burt Griffin found that Pattakos’ conduct “was a malicious attempt to injure and was intended to ‘harass’ each of the defendants.” *Id.* *See also Cruz. v. English Nanny & Governess School*, Case No. CV 11-768767. Trial Court Order, October 6, 2015. Judge Griffin also found that Pattakos “had a purpose to defame defendants” and that his conduct caused a “substantial likelihood of materially prejudicing an adjudicative proceeding.” *Id.* The Eighth District, however, overturned the trial court’s sanction award under R.C. 2323.51 and found that Pattakos’ communications “remained within the confines of protected speech,” since there was no gag order preventing him from communicating with a news reporter.²

Likewise, Floros, as a non-attorney, is free to share his opinions about the case to other people, including his patients. His right to express his opinions and to deny the baseless accusations alleged in this case does not go away just because of his chiropractic status. And no

² *Cruz* did not decide whether Pattakos violated Prof. Cond. R. 3.6, since the Ohio Supreme Court has the exclusive jurisdiction over ethical violations.

cases in Ohio have ever sanctioned a party under R.C. 2323.51 for merely communicating with a non-party.

Moreover, Plaintiffs cannot rely on *Carasalina LLC v. Bennett*, 10th Dist. Franklin No. 14AP-74, 2014-Ohio-5665. In that case, the Tenth District sanctioned a party for frivolously filing a legal malpractice claim against her former attorneys. The court found that plaintiff filed the lawsuit for the “improper purpose” to use as leverage against a potential claim from her former attorneys for unpaid attorney fees. *Carasalina LLC* has no application here, since the sanctioned conduct in that case was related to the plaintiff filing a complaint.

Nor does good cause exist for a protective order. Carter and Floros voluntarily talked to each other and both agreed to meet for dinner. Carter does not indicate in his affidavit that he felt pressured to talk to Floros. Indeed, it was Carter that initiated the communications when he came to Floros’ office. Floros has also not communicated with Carter since his follow-up text message and has no future intentions on communicating with Carter. Floros has also never tried to contact any of the named representative parties.

E. Floros is free to express his opinions about this lawsuit being frivolous and filed in bad faith.

Plaintiffs object to Floros expressing his opinions about this lawsuit being frivolous. Plaintiffs also accuse Floros of in “engaging in personal attacks against Plaintiffs’ counsel.” *See* PL’s Motion for Protective Order, pg. 3. Floros, however, is free to express his opinions about this lawsuit being frivolous and filed in bad faith. His status as a chiropractor does not take away his First Amendment rights. Floros’ opinions also have merit and his concerns are valid.

For instance, Plaintiffs' counsel is a direct competitor of KNR and practices personal injury litigation in the same location of KNR.³ This means that Plaintiffs' counsel stands to benefit from any harm this lawsuit causes to the reputation of KNR and their business contacts.

While Plaintiffs' counsel might deny any wrongdoing or bad-faith motives, their hands are anything but clean. For example, as discussed previous filings, Plaintiffs' counsel refuses to correct the amended pleadings on statements that are objectively false.⁴ Plaintiffs' counsel also continues to engage in a public smear campaign against Defendants and their business contacts on social medial and local news outlets. This Court has even opined that some of the social media posts are potentially misleading.

Based on what Carter told Floros, a question exits over whether Plaintiff's counsel is also misrepresenting the nature of the lawsuit, since Carter was not even aware that Floros was a defendant party. And even if we assume that Carter agreed to have Plaintiffs' counsel represent him in this lawsuit against Floros, another question exists on whether Plaintiffs' counsel properly executed a contingency contract with Carter under R.C. 4705.15 and Professional Rule 1.5(C).

R.C. 4705.15 requires that all contingency fee agreements in tort actions be in writing and signed by the parties. The attorney must provide a copy of the signed writing agreement to the client. Professional Rule 1.5(C) also provides:

Each contingent fee agreement shall be in a writing signed by the client and the lawyer and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal; litigation and other expenses to be

³ Pattakos Law Firm LLC advertises "personal injury" as a practice area. <https://www.pattakoslaw.com/>. On their website, they include the following description: "Our law firm is not like some personal-injury firms that take every case that comes through the door. We do not engage in mass advertising, we do not operate on a volume business-model, and we direct our client representations based on our clients' needs, not our own."

⁴ See Defendants' brief in opposition to Plaintiffs' motion for leave to file fifth amended complaint.

deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement shall clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party.

According to what Carter told Floros and stated in his affidavit, he only signed a medical release form for Plaintiffs' counsel to look at his KNR file. If this is true, then Plaintiffs' counsel might be in violation of R.C. 4705.15 and Professional Rule 1.5(C) if they are representing Carter without a written contingency agreement.

Lastly, Carter told Floros that he Plaintiffs' counsel was promising him thousands of dollars. Floros was rightfully upset when he heard this, since Plaintiffs' counsel has not proven any of the claims in this lawsuit.

IV. Conclusion

In summary, Floros requests that this Court deny Plaintiffs' motion for protective order and sanctions for these reasons:

- 1) Carter initiated the contact with Floros when he randomly showed up at his office for a free chiropractic adjustment.
- 2) Upon meeting at his office, Floros asked Carter if he was suing him. Floros also asked Carter if Peter Pattakos represented him.
- 3) Carter told Floros that he was not suing him and had no intentions on suing him. Carter also told Floros that he was not represented by Peter Pattakos or any other law firm. Carter stated that he only signed a release form to obtain his "legal file" from KNR because Pattakos told him that KNR had stolen thousands of dollars from him.
- 4) Floros wanted to get Carter's statements in writing, which is why Floros asked him to meet later that evening for dinner. Floros quickly drafted the document himself and without guidance from any attorneys, including Rob Nestico. The document specifically reflects Carter's statements about not being represented by Peter Pattakos and not wanting to sue Floros.
- 5) At no point did Floros offer Carter a free meal as part of a plan to have him sign the document. Nor did Floros pressure him into signing the document. In fact, in a text message sent the next day, Floros stated: "Have you had a chance to look over the document? If you don't want to sign it. Not a problem."

- 6) Carter does not state in his affidavit that Floros tried to pressure or mislead him into signing the document. Nor does Carter deny telling Floros that he was not represented by counsel and that he did not agree to be party in this lawsuit.
- 7) Floros communications with Carter were not improper, since Carter specifically told him that he was not represented by counsel and had no intentions in suing Floros. Likewise, parties are free to talk voluntarily to each other without counsel.
- 8) ORC 2325.51 has no application here because there are no related court filings. Plaintiffs have also failed to show that good causes exists for a protective order.

Respectfully submitted,

/s/ Shaun H. Kedir

Shaun H. Kedir (#0082828)

KEDIR LAW OFFICES LLC

1400 Rockefeller Building

614 West Superior Avenue

Cleveland, Ohio 44113

Phone: (216) 696-2852

Fax: (216) 696-3177

shaunkedir@kedirlaw.com

Counsel for Defendant Minas Floros

CERTIFICATE OF SERVICE

Counsel served a copy of Defendant Floros' Brief in Opposition to Plaintiffs' Motion for Protective Order and Sanctions electronically on this 29th day of April, 2019. The parties will receive notice of this filing Notice of this filing by operation of the Court's electronic filing system.

/s/ Shaun H. Kedir
Shaun H. Kedir (#0082828)

EXHIBIT A

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

| | |
|---|--|
| <p>MEMBER WILLIAMS, <i>et al.</i>,</p> <p style="text-align:center">Plaintiffs,</p> <p>vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align:center">Defendants.</p> | <p>Case No. 2016-CV-09-3928</p> <p>Judge James A. Brogan</p> |
|---|--|

AFFIDAVIT OF DR. MINAS FLOROS

I, Minas Floros, having been duly sworn, have personal knowledge of the following matters, and testify as follows:

1. Taijuan Carter presented to my office on April 17, 2019 to receive chiropractic treatment. It had been about one year since he last came into my office for treatment.
2. I did not request Mr. Carter to come to my office. Rather he just randomly showed up to my office to receive a chiropractic adjustment.
3. I was surprised to hear that Mr. Carter was as at my office. Since I previously received a medical release form for Mr. Carter from Plaintiffs' counsel, I was under the impression that Mr. Carter was potentially being added to the class action lawsuit against me.
4. I was confused as to why Carter would seek treatment from a doctor he was potentially suing.
5. Based on this confusion, when Mr. Carter came into my exam room, I asked him, "Taijuan, do you know that you are trying to sue me."
6. He looked stunned, shocked and confused. He responded, "what are you talking about?"
7. I told Mr. Carter that he is trying to potentially sue me in a class action lawsuit. When I told him this, Mr. Carter said "what are you talking about, I would never sue you."

8. I then asked Mr. Carter if he knows Peter Pattakos. Mr. Carter initially told me that he was not familiar with the name.
9. After I briefly explained to Mr. Carter the lawsuit, it refreshed his memory and he responded "Oh ya, oh ya, I think a few months ago I talked to some lady and some lawyer who told me that KNR stole money from me in my settlement."
10. I asked Mr. Carter if he was represented by counsel. Mr. Carter said no.
11. Mr. Carter told me that he "signed something, a release of some kind, so that an attorney could get his law file from KNR."
12. I asked Mr. Carter if he knew that he was named as a potential party in a lawsuit against me. Carter stated no and replied, "Doc I would never sue you, ever. You're my doctor. What are you talking about?"
13. Mr. Carter told me that he did not authorize Mr. Pattakos to represent him and only wanted him to look at some law files to see if KNR was stealing from him.
14. Mr. Carter told me that Mr. Pattakos reached out to him via Facebook and promised him thousands of dollars that KNR stole from him in a settlement.
15. Based on our conversation, it was my reasonable belief that Mr. Pattakos may have wrongfully been claiming that he represented Mr. Carter and that Mr. Carter was pursuing claims against me.
16. I was stunned when Mr. Carter told me that Mr. Pattakos was promising thousands of dollars to him, given that Mr. Pattakos has not proven any of the allegations in his complaint.
17. I believe the lawsuit that Mr. Pattakos brought against me is frivolous and baseless. I also believe that it was filed in bad faith, since Mr. Pattakos practices personal injury litigation in the same area as KNR and stands to profit from financial hurting KNR and any businesses or people that have any connection to KNR.
18. I believe that it was wrong for Mr. Pattakos to promise potential clients thousands of dollars when none of the allegations in his lawsuit have been proven.
19. I wanted Mr. Carter to sign a document reflecting the statements he made to me and the discussions that we had. I quickly drafted the document after at my office. I did not receive any help in drafting the document.
20. I asked Mr. Carter to meet me for dinner, with the understanding that he was not represented by counsel and that he had no intentions in suing me. He agreed. We met and enjoyed a meal together.

21. At the dinner, Mr. Carter continued to tell me that he is not represented by counsel. He said he only signed a document for a lawyer to look at his "law file."
22. It was my understanding that I was free to share my opinions on the case with Mr. Carter, since he told me that he was not represented by counsel and was not interested in filing a case against me.
23. I asked Mr. Carter if he would sign a document reflecting that he never agreed to be represented by Peter Pattakos, that he only signed a release form for his legal file and not representation, and that he did not want to sue me.
24. For obvious reasons, I would not have asked Mr. Carter to sign a document indicating that Peter Pattakos did not represent him if Mr. Carter told me that he was represented by Mr. Pattakos.
25. I included some additional statements about the other defendants in this case because I thought it was pertinent to the conversation we were having.
26. Mr. Carter told me that he would review the document and get back to me.
27. I never asked Rob Nestico or anyone else for guidance or advice in drafting the document and meeting Mr. Carter. Rather, I merely called KNR to let them know that Mr. Carter may be coming in to review his file.
28. I did not mislead Mr. Carter into signing the document. Nor did I place any pressure on Mr. Carter to sign the document. In fact, I sent a follow-up text message the next day that stated: "Have you had a chance to look over the document? If you don't want to sign it. Not a problem."
29. Mr. Carter arrived at the restaurant first. Since I was still at my office and would not be there for another ten minutes, I texted him "Order a drink or appetizer. It's on me."
30. I believe proper etiquette provides that you should pay for a person's meal when you invite someone to meet you at a restaurant, which is why I paid the bill for Mr. Carter. I would have felt rude if I did not pay for his meal.
31. I never offered a free meal in exchange for his signature. I paid for his meal because it was the polite and decent thing to do after Mr. Carter took time out of his evening to meet me for dinner. The bill for both of us was approximately \$80 and I left our server a tip of approximately \$20.
32. I affirm the above to be true and accurate to the best of my knowledge under penalty of perjury.

AFFIANT FURTHER SAYETH NAUGHT.



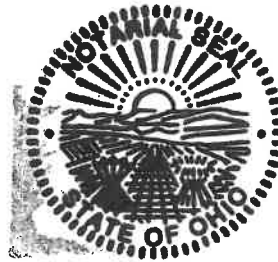
Dr. Minas Floros

SWORN TO BEFORE ME, and subscribed in my presence this 24 day of

April, 2019.



Notary Public



SHAUN H. KEDIR
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.