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 **Notice of Filing Volume I of Exhibits to the Deposition of Defendant Alberto Nestico**

Plaintiffs hereby give notice of filing Volume I of exhibits to the deposition of Defendant Alberto Nestico, taken on February 7 and 8, 2019, attached as **Exhibit A**.

Respectfully submitted,

/s/ Rachel Hazelet

Peter Pattakos (0082884)
Rachel Hazelet (0097855)
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 May 15, 2019, using the Court's electronic-filing system, which will serve copies on all necessary parties.

/s/ Rachel Hazelet
Attorney for Plaintiffs

Sandra Kurt, Summit County Clerk of Courts

EXHIBIT A

Akron Beacon Journal/Ohio.com

Area law firm, Kisling, Nestico & Redick, adds shareholders

Posted Jan 6, 2016 at 3:04 AM

Four lawyers have been named shareholders of personal injury law firm Kisling, Nestico & Redick, with headquarters in Fairlawn.

In 2012, managing partner Rob Nestico, bought out the two other founding partners, Gary Kisling and Robert Redick.

The three men created the firm in 2005. Kisling and Redick remain with the firm, which now has 29 lawyers and 10 offices throughout Ohio.

Named shareholders are two lawyers who work out of the Fairlawn office, Joshua Angelotta and John Reagan, and two who work out of the Youngstown office, Nomiki Tsarnas, and Thomas Vasvari.

Angelotta has been with the firm as a member of the pre-litigation team since 2011. He first joined the Youngstown location before transferring to Fairlawn, where he has remained since. He focuses on all areas of personal injury with a specialization in motor vehicle accidents.

Reagan is the lead attorney of the litigation team working out of the Fairlawn office. He specializes in commercial trucking and other motor vehicle accidents.

Tsarnas joined the Youngstown office of Kisling, Nestico & Redick in November 2007 and focuses on personal injury litigation.

Vasvari, managing attorney of the Youngstown office, also joined the firm in 2007. He focuses on the pre-litigation of motor vehicle accidents and personal injury cases.

All four of the lawyers have won settlements or verdicts in excess of $1 million and each has trial experience, according to a news release from the firm.

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EDWARD T. BOHAC
CLEVELAND
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LORRI J. BRITSCH
TOLEDO
419-324-8205
VIEW PROFILE

ANTHONY J. FUSCO
YOUNGSTOWN
330-729-1090
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419-324-8205

APRIL L. HANLIN
AKRON
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EDMOND Z. JABER
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GARY W. KISLING
AKRON
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DONALD J. KRAL
COLUMBUS

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MARSHALL A. KUPRESANIN
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JACK J. LAH
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KRISTEN M. LEWIS
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KIMBERLY L. LUBRANI
AKRON
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MICHAEL J. MAILLIS
YOUNGSTOWN
330-729-1090
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ROB A. NESTICO
AKRON
330-869-9007
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NATASHA WELLS NIKLAS
AKRON
330-869-9007
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DEVIN J. ODDO
AKRON
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CLEVELAND

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AKRON

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AARON J. TOMPKINS
COLUMBUS
614-487-8669
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NOMIKI PERANTINIDES TSARNAS
YOUNGSTOWN
330-729-1090
VIEW PROFILE

JAMES A. TULLY
COLUMBUS
614-487-8669
VIEW PROFILE

KAITLYN R. UTKEWICZ
YOUNGSTOWN
330-729-1090
VIEW PROFILE

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CHRISTOPHER J. VAN BLARGAN
AKRON
330-869-9007
VIEW PROFILE

THOMAS M. VASVARI
YOUNGSTOWN
330-729-1090
VIEW PROFILE

THOMAS D. VASVARI
YOUNGSTOWN
330-729-1090
VIEW PROFILE

MATTHEW J. WALKER
AKRON
330-869-9007
VIEW PROFILE

THOMAS J. WALSH II
AKRON
330-869-9007
VIEW PROFILE

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KENNETH M. ZERRUSEN
AKRON

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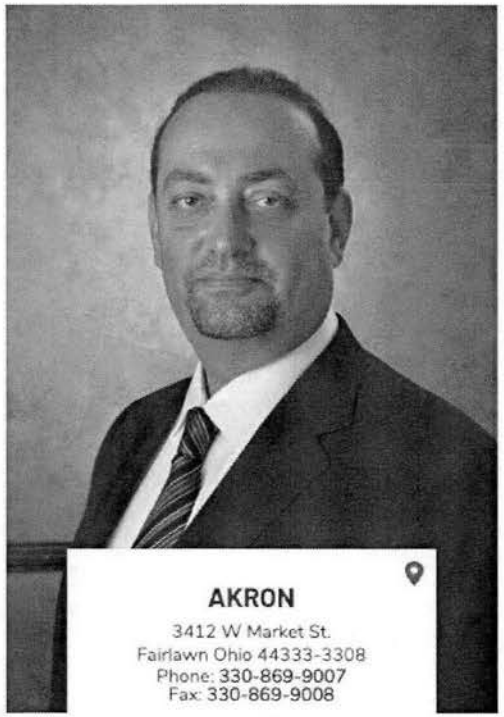

ROB A. NESTICO

MANAGING PARTNER

Areas of Practice
Personal Injury, Class Action, Motor Vehicle Accidents

Attorney Nestico has long had an interest in personal injury law. At the age of 15, he was injured in a car crash when another driver failed to stop an intersection resulting in a head-on collision with another vehicle, killing the other driver. Due to the incident, Nestico spent three months in the hospital recovering from injuries to both arms, one requiring a steel rod to be surgically attached. During this time, Nestico says he and his family were vulnerable to the practices of insurance companies and were taken advantage of during one of the most difficult times in their lives. Thus, Nestico's passion for personal injury law manifestes, leading him to become a personal injury lawyer.

Attorney Nestico received a Bachelor of Arts degree in 1990, and a Specialized Honors of Political Science in 1992 – both from York University. He received his Juris Doctor of Law degree, graduating in the top five percent of his class and with honors, from Touro Law School in New York in 1999. During his time at Touro, Nestico completed two internships, one with a state judge and one with a federal judge. He then attended The University of Akron School of Law in Akron, Ohio, where he still practices law today.

Nestico began his professional law experience with an insurance defense firm before switching to the plaintiff-side of personal injury. In

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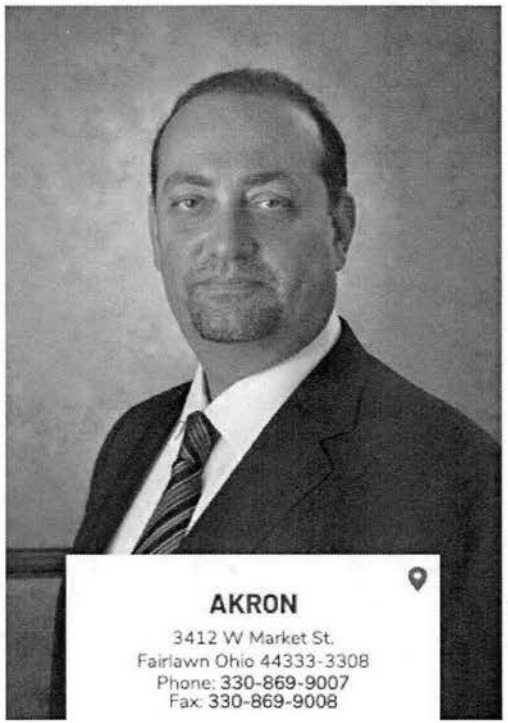

defense firm before switching to the plaintiff-side of personal injury. In 2005, along with Attorneys Kisling and Redick, Nestico became a founding partner of Kisling, Nestico & Redick. KNR has since grown from three to 35 lawyers, five to over 100 support staff, and has offices all throughout the state of Ohio.

Attorney Nestico has successfully tried cases to verdict and argued cases before the Ohio Supreme Court and 6th District Court of Appeals. He is a member of The Million Dollar Advocates Forum – an honor less than one percent of U.S. attorneys can claim. He has been recognized as a Rising Star and Super Lawyer several times by Super Lawyers Magazine, and has also been voted as a Top 100 Trial Lawyer. Attorney Nestico is admitted to practice law in multiple Ohio courts and the U.S. Supreme Court. He is trilingual in English, French, and Italian. He focuses his practice on personal injury and class-action lawsuits.

Attorney Nestico is a first generation American-Italian, as both of his parents hail from Calabria, Italy. He lives in Summit County with his wife, Patricia, and their three children.

BAR ADMISSIONS

- U.S. District Court Southern District of Ohio, 2014
- U.S. Supreme Court, 2009
- U.S. Court of Appeals 6th Circuit, 2002
- U.S. District Court Northern District of Ohio, 2000
- Ohio, 1999

EDUCATION

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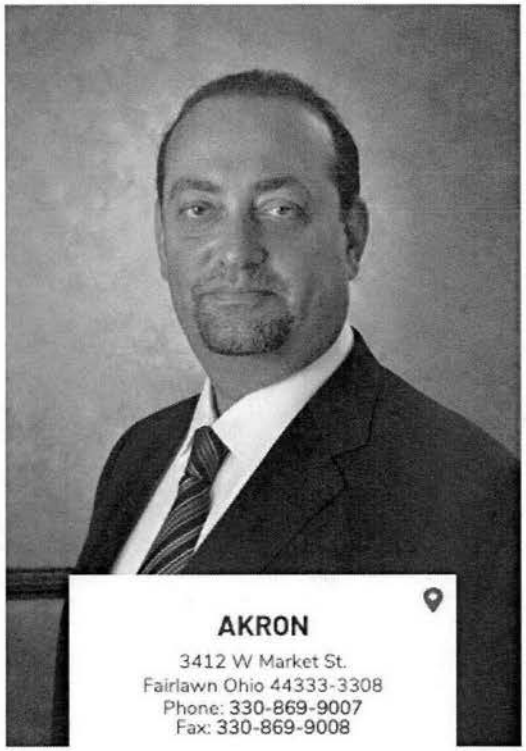
Kisling, Nestico & Redick
OHIO INJURY ATTORNEYS



AKRON
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Fax: 330-869-9008

EDUCATION

- Touro College Jacob D. Fuchsberg Law Center, Huntington, New York, J.D. cum laude – 1999
- York University, B.A. – 1992 – Major: Specialized Honors in Political Science
- York University, B.A. – 1990 – Major: Political Science

REPRESENTATIVE CASES

- Shannon VanHorn, et al. v. Nationwide Property and Casualty Insurance Company, et al.
- Lead Counsel representing over 200,000 claimants against Nationwide Insurance Company
- Toledo Properties v. Traveler's Insurance
- Magnolia v. Traveler's Insurance

HONORS AND AWARDS

- Multi-Million Dollar Advocates Forum, Life Member
- Million Dollar Advocates Forum, Life Member
- Ohio Super Lawyers, 2011, 2012, 2015, 2016, 2017, 2018, 2019
- Rising Star, Ohio Super Lawyers, 2009
- Top 100 Trial Lawyers of America
- Top 100 Trial Lawyers of Ohio
- The American Trial Lawyers Association Top Trial Lawyers, 2007 – 2012
- Ohio's Outstanding Young Lawyers, 2009

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

- Akron Bar Association
- Akron Bar Association Fee Dispute Committee
- American Bar Association
- American Association for Justice

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- American Association for Justice
- Association of Trial Lawyers of America
- Ohio Academy of Trial Lawyers
- Ohio's Outstanding Young Lawyers

PROFESSIONAL EXPERIENCE

- Akron Bar Association Certified Grievance Committee, 2008 – 2018
- Plaintiff Personal Injury Law Firm, Attorney, 2000 – 2005
- Reminger & Reminger (Insurance Defense), Attorney, 1999 – 2000
- Gallagher, Sharp, Fulton & Norman (Insurance Defense), Attorney, 1999
- Federal District Court for the Northern District of Ohio for Judge Dan Polster, Intern, 1998
- Summit County Judicial Internship for Judge Patricia Cosgrove, Judicial Intern, 1998

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OHIO CLASS ACTION LAWYERS

Dangerous products and services devastate the lives of thousands of trusting users every year. Even with strict compliance standards and oversight, faulty products affect a lot of people. It's important to remember in these situations that you are not alone. There are often large companies responsible for your injuries and by joining forces with other victims, you can hold them responsible.

COMMUNITY SUPPORT

KNR CARES ABOUT KIDS
In 2019, KNR will focus on supporting Ohio's kids to reach their full potential.

COMMUNITY SUPPORT

SUPPORT TEAM KNR
Join KNR and donate to our goal for the 16th Annual Portage Lakes Polar Bear Jump.

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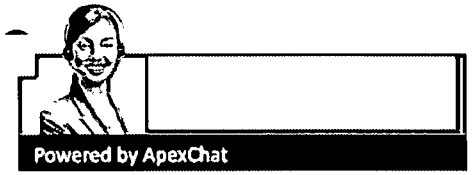

The negligent actions of large companies and other entities can impact a lot of individuals, across multiple jurisdictions. When this happens, the potential for harm is not only increased, but so is the level of risk and difficulty. Holding large companies and several individuals accountable can be intimidating, but fortunately, the law allows individuals in similar circumstances the opportunity to level the playing field by banding together in either a class action or mass tort.

Through a mass tort or class action, you may be able to recover compensation for:

- *Medical costs and hospital bills*
- *Loss of income*
- *Disability or physical impairment*
- *Disfigurement*
- *Pain and suffering*
- *Mental anguish*
- *Loss of consortium*

At Kisling, Nestico & Redick, our Ohio personal injury lawyers represent individuals, groups, and classes of all sizes in these highly complex matters and use our more than 400 years of combined experience to successfully obtain compensation to help our clients move forward with their lives.

If you or a loved one has been harmed by the negligent or fraudulent actions of another person or large company, contact us at 1-800-HURT-NOW for a free consultation. KNR is a leading Ohio firm, serving the needs of those harmed by dangerous or defective products and services.

UNDERSTANDING THE DIFFERENCE BETWEEN CLASS ACTIONS & MASS TORTS

OHIO INVOKANA LAWSUIT CLAIMS

DEPUY ATTUNE KNEE REPLACEMENT SYSTEMS

Helpful Resources

WHAT IS A CLASS ACTION LAWSUIT?

"I feel that I was in great hands and my well being was the main concern."

- KNR CLIENT

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recoveries.

- *What is a Class Action?*
  In a class action, the parties involved are grouped together as a class and represented by one or a few individuals. Rather than having every affected member, which could be thousands of people, participate in their own court cases, a class action allows the issues to be resolved for everyone in one lawsuit. This makes it more affordable for people to participate since the expenses are pulled from the total recovery obtained on behalf of the members. The remainder of the recovery is then distributed amongst the class members. This type of case often is pursued when the harm experienced is primarily financial rather than for personal injuries.

- *What is a Mass Tort Claim?*
  In a mass tort claim, one attorney or a group of attorneys can represent numerous people who were injured by a particular product, such as a dangerous drug or defective medical device. However, each person retains his or her own individual claim rather than becoming part of a single claim as in a class action lawsuit. Mass torts allow you to be represented as an individual and to pursue your own case, but also to pool resources with other attorneys and plaintiffs handling similar claims to make litigation more efficient and cost-effective. Because you retain your individual claim, you also retain the ability to come to an individual settlement or verdict in your case that you don't have to divide among numerous other plaintiffs.

Both types of legal actions allow injured people the opportunity to pursue the compensation they need from companies who have large teams of attorneys dedicated to preserving their own interests. At KNR, or legal team can explain which of these may be appropriate in your specific case, and we will work tirelessly to obtain the justice you deserve.

MASS TORTS INVOLVING DANGEROUS DRUGS & MEDICAL PRODUCTS

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If a prescription or over-the-counter medication is defective or has dangerous side effects, a user can experience serious harm, such as with arthritis drugs that were discovered to cause heart problems with long-term use. Additionally, defective medical devices can cause irreversible damage. Poorly designed, manufactured, tested, and labeled devices can all contribute to personal injury and significant pain. What makes the situation even worse is that when these items are used nationwide, the effects can be widespread and affect thousands, or even millions, of people.

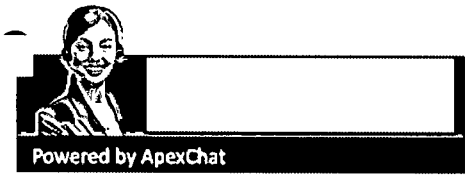
Cases involving injuries caused by defective drugs and medical devices are usually pursued as mass tort claims. At Kisling, Nestico & Redick, our Ohio personal injury attorneys have extensive experience with mass tort claims involving dangerous drugs and defective medical devices. We have achieved successful outcomes in many of these types of cases, including several multi-million dollar settlements or verdicts for individuals who were harmed by dangerous or defective medical products.

Some of the current types of cases we're handling include:

- *Zimmer Persona ® trabecular metal tibial plate*
- *Testosterone drugs*
- *Granuflo & Naturalyte*
- *DePuy Attune Knee Replacement Systems*
- *Ohio Invokana Lawsuit Claims*

OTHER TYPES OF OHIO CLASS & MASS TORT CASES WE HANDLE

Class Actions and Mass Torts are often massive in scope and involve complicated issues ranging from contractual agreements, false product claims, fraud, bad faith denials, product liability, and negligence amongst others. The attorneys with Kisling,



We represent groups of plaintiffs in a broad range of cases, including:

- *Product Liability*
- *Mesothelioma*
- *Insurance Bad Faith*

CONTACT AN OHIO CLASS ACTION LAWYER

If you have been injured or suffered losses because of a faulty product or due to the actions of a corporation, you may be entitled to damages. The experienced Ohio personal injury lawyers with KNR can determine your eligibility for either a mass tort or class action and properly advise you on the best way to move forward. To schedule a free, no-risk consultation with an attorney, call 1-800-HURT-NOW and review all your options and learn how to recover what you deserve.

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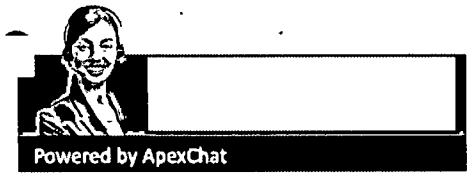

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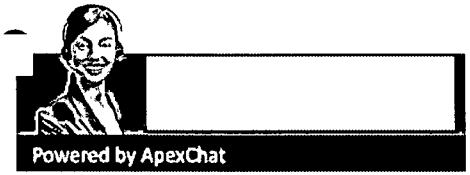

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Super Lawyers

HURT IN A CAR... CALL KNR!

OHIO CAR ACCIDENT ATTORNEYS

At Kisling, Nestico & Redick, our Ohio personal injury lawyers are dedicated to helping car accident victims recover the maximum compensation possible so they can move forward with their lives. We know the strategies insurance companies and their lawyers use to minimize recoveries, and we will use our understanding of their defense tactics to build the strongest possible case for you. We will use our extensive resources to help you recover both physically and financially after a serious accident.

LEARN MORE

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ass the driver, you should keep a far
duce your risk of injury if the driver makes a

Super Lawyers JUSTICE

CONTACT OUR OHIO DRUG IMPAIRMENT ACCIDENT LAWYERS

Drugs and operating a motor vehicle do not mix well. If you are injured in a car accident that was caused by a driver who was under the influence of drugs, you should contact the Ohio drug impairment accident lawyers of Kisling, Nestico & Redick right away.

We are well-versed in Ohio's drugged driving laws, and we will thoroughly investigate your case and help you file a claim. We will fight vigorously for you to obtain fair compensation for vehicle damages, medical bills, lost wages, disability, mental anguish, and more.

With legal representation by your side, you won't have to settle for a low-ball offer from the liable party's insurer. We'll speak to the insurance company on your behalf and ensure your rights are protected.

Contact us today at 1-800-HURT-NOW to schedule a case consultation.

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The experienced attorneys at KNR know how to develop a personal injury claim to maximize compensation. Call us to deal with the legal issues while you focus on recovery.

CALL THE OHIO CAR ACCIDENT ATTORNEYS

It is important to have an experienced and skilled Ohio car accident lawyer by your side when dealing with the insurance claims process. Your lawyer can gather evidence and negotiate on your behalf to obtain the best outcome available or take your case to court if negotiations break down.

At Kisling, Nestico & Redick, our team of lawyers have helped countless motor vehicle accident victims obtain compensation for their injuries. As one of the largest personal injury firms in Ohio, we have more than four centuries of combined legal experience. We have secured countless favorable settlements and verdicts for our

SHORT-TERM DISABILITY AFTER OHIO CAR ACCIDENTS

PERMANENT DISABILITY AFTER OHIO CAR ACCIDENTS

IMPORTANCE OF EXPERT WITNESSES

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ROB NESTICO
ATTORNEY AT LAW

At the age of 15, I was involved in a serious auto accident after a driver failed to stop at a stop sign. Our car was immediately struck and the other driver swerved to face a deadly head-on collision that resulted in the death of the other driver.

In the accident, I suffered serious injuries to both arms. One arm was so severly injured that I had to be taken to the hospital to seek immediate medical treatment.

A steel rod was surgically placed in my arm to keep it it stable during my three month recovery in the hospital.

During this difficult and vulnerable time, my family and I were taken advantage of by insurance companies. We did not receive the just compensation that we deserved.

This is why I became a personal injury lawyer. I want to make sure insurance companies don't take advantage of injured people and deny them the compensation they deserve.

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MULTI-MILLION DOLLAR ADVOCATE FORUM

THE AMERICAN TRIAL LAWYERS ASSOCIATION

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Recent Settlements & Verdicts

$2.4 Million Car Accident

$777K Car Accident

$675K Car Accident

$27.5 Million Nationwide Class Action

$1.5 Million Wrongful Death Claim

$1.7 Million Underinsured Motorist Claim

$875K Semi-Truck Accident

Here is what our clients say...

"My attorney always had answers to my questions and comforted me throughout the process."

"The attorneys at KNR believe in helping their clients."

"We were very pleased to have such a caring staff."

"I am thankful for the time and effort put into my case. I am very pleased with my results."

ver 100 years combined Experience f Getting Proven Results

KNR KISLING, NESTICO & REDICK

anding your rights* If you have been in an accident, or a family member has been injured or killed in a crash or some other incident, you have important decisions to make We believe it is important for you to consider the following 1 Make and keep records – If your situation a motor vehicle crash, regardless of who may be at fault, it is helpful to obtain a copy of the police report, learn the identity of any witnesses, and obtain photographs of the scene, vehicles and any visible injuries Keep copies of your receipts of all your expenses and medical ated to the incident 2. You do not have to sign anything – You may not want to give an interview or recorded statement without first consulting with an attorney, because the statement can be used against you If you may be at fault or have been charged with a traffic violation or ense, it may be advisable to consult an attorney right away However, if you have insurance, your insurance policy probably requires you to cooperate with your insurance company and provide a statement to the company If you fail to cooperate with your insurance company, oid your coverage 3 Your interest versus interest of insurance company – Your interests and those of the other person's insurance company are in conflict. Your interests may also be in conflict with your own insurance company. Even if you are not sure who is at fault, you ontact your own insurance company and advise the company of the incident to protect your insurance coverage 4. There is a time limit to file an insurance claim – Legal rights, including filing a lawsuit, are subject to time limits You should ask what time limits apply to your claim y need to act immediately to protect your rights 5 Get it in writing – You may want to request that any offer of settlement from anyone be put in writing, including a written explanation of the type of damages, which they are willing to cover 6. Legal assistance may be appropriate ay consult with an attorney before you sign any document or release of claims A release may cut off all future rights against others, obligate you to repay past medical bills or disability benefits, or jeopardize future benefits If your interests conflict with your own insurance company, ays have the right to discuss the matter with any attorney of your choice, which may be at your own expense 7 How to find an attorney – If you need professional advice about a legal problem but do not know an attorney, you may wish to check with relatives, friends, neighbors, ployer or co-workers who may be able to recommend an attorney Your local bar association may have a lawyer referral service that can be found in the Yellow Pages. 8. Check a lawyer's qualifications – Before hiring a lawyer you have the right to know the lawyer's background, and experience in dealing with cases similar to yours 9 How much will it cost – In deciding whether to hire a particular lawyer, you should discuss, and the lawyer's written fee agreement should reflect a How is the lawyer to be paid? If you already have a settlement offer, how affect a contingent fee arrangement? b How are the expenses involved in your case, such as telephone calls, deposition costs, and fees for expert witnesses, to be paid? Will these costs be advanced by the lawyer or charged to you as they are incurred? Since you are obligated ll expenses even if you lose your case, how will payment be arranged? c Who will handle your case? If the case goes to trial, who will be the trial attorney? This information is not intended as a complete description of your legal rights, but as a check list of some of the important ou should consider. *THE SUPREME COURT OF OHIO, WHICH GOVERNS THE CONDUCT OF LAWYERS IN THE STATE OF OHIO, NEITHER PROMOTES NOR PROHIBITS THE DIRECT SOLICITATION OF PERSONAL INJURY VICTIMS THE COURT DOES REQUIRE F SUCH A SOLICITATION IS MADE, IT MUST INCLUDE THE ABOVE DISCLOSURE

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Dear Sir or Madam,

We received a police accident report indicating you have been the victim of an automobile collision. We are very sorry you have been involved in this accident and we want to help.

You are probably finding yourself dealing with issues and problems you have never had to deal with before. You are going to be asked many questions and be forced to make some very important decisions. This is where we can help.

DO NOT talk to any insurance companies before you talk to us. Without realizing it, you may give them information that could hurt your case.

You are going to receive multiple solicitations from attorneys throughout the state, but we ask that you consider calling the attorneys at **Kisling, Nestico & Redick** for the following reasons:

- KNR's "**No Fee Guarantee**" means if we do not get you MONEY, we do not get paid
- KNR offers property damage help for **FREE**
- KNR's sole focus is personal injury law
- KNR has an office in your area - or we will come to you
- KNR's staff is comprised of former insurance representatives and former insurance defense attorneys
- KNR is armed with over 25 experienced attorneys and more than 100 support staff ready to fight for you

Please take a moment and watch the enclosed **DVD**; it will answer many frequently asked questions about accident cases. The Supreme Court of Ohio wants you to have a clear understanding of your rights after you have been injured, so please also review the enclosed "Understanding Your Rights" section.

We are confident we can help you. **For a free consultation, please call us today at 1-800-HURT-NOW (1-800-487-8669)**. The insurance company is already protecting the person that caused your injuries, please allow us to protect you.

Very truly yours,
KISLING, NESTICO & REDICK, LLC

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Alberto R. Nestico
Attorney at Law

P.S. Once you become a client of KNR, we will help you get a rental car and help get your property damage paid **without charging any attorney's fees for this service**.

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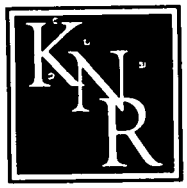

Kisling, Nestico & Redick

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Dear Sir or Madam,

It has come to our attention through a police accident report you have been the victim of a motor vehicle accident. We are very sorry you find yourself in this difficult situation and we want to help you.

Since the accident, you probably find yourself dealing with many issues and problems that you may never have dealt with in the past. You will be asked many questions and you will be forced to make many important decisions without the benefit of expert advice. This is where we can help.

It is important you DO NOT speak to anyone from any insurance company before you talk to us. Without realizing it, you could give them information or agree to something that could hurt your case.

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Sincerely,
KISLING, NESTICO & REDICK

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Rob Nestico
Attorney at Law

P.S. When you become a KNR client, we will help you get a rental car and help get your property damage paid without charging any legal fees for this service.

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Phone: 216-464-4155
Fax: 440-523-9238

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Beavercreek, OH 45440
Phone: 937-427-4048
Fax: 937-260-9753

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1991 Crocker Rd., Ste. 600
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4853 Monroe St., Bldg B, Ste. 3
Toledo, OH 43623
Phone: 419-324-8205
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AKRON
3412 West Market St.
Akron, OH 44333
Phone: 330-869-9007
Fax: 330-869-9008

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5005 Rockside Rd., Ste. 600
Independence, OH 44131
Phone: 216-265-2874
Fax: 440-523-9238

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2550 Corporate Exchange Dr., Ste. 101
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Phone: 614-487-8669
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At **Kisling, Nestico & Redick**, we have earned the reputation of being a personal injury law firm that goes the extra mile for people injured in accidents.

Insurance companies know which firms will simply settle the majority of their cases and which firms are willing to focus their energy and resources to fight harder on behalf of their clients by going to court. This tough reputation gives our trial-ready team of attorneys at KNR a distinct advantage over any other firm. KNR has proven its commitment to accident victims by spending the money required to fight the big insurance companies and even litigate cases all the way to the Supreme Court when necessary.

KNR first garnered national attention with a national class action settlement in excess of $27.5 million and more recently, we successfully fought to change the training practices of a large trucking company in Ohio. This type of determination, to not only get justice and compensation for the insured, but to also create industry changes to ensure safer roads in the future is how we maintain our reputation for excellence. "Innocent people are injured every day," says Attorney Rob Nestico. "Their lives are completely turned upside down due to forces beyond their control. We fight hard to make sure someone is held accountable and changes are made to prevent accidents in the future."

To date, the attorneys at KNR have secured more than $200 million in settlements and verdicts and helped over 30,000 clients. For the eighth consecutive year, KNR attorneys have been recognized by the field's leading rating organizations, including Super Lawyers Magazine. Most recently, Attorneys Keith Malick, Rob Nestico, and John Reagan were named 2015 Ohio Super Lawyers while Attorneys Josh Angelotta, Kristen Lewis, Mark Lindsey, and Paul Steele III were recognized as 2015 Rising Stars.

For more information about our legal team or to view our proven results, visit us at www.knrlegal.com.

Kisling, Nestico & Redick
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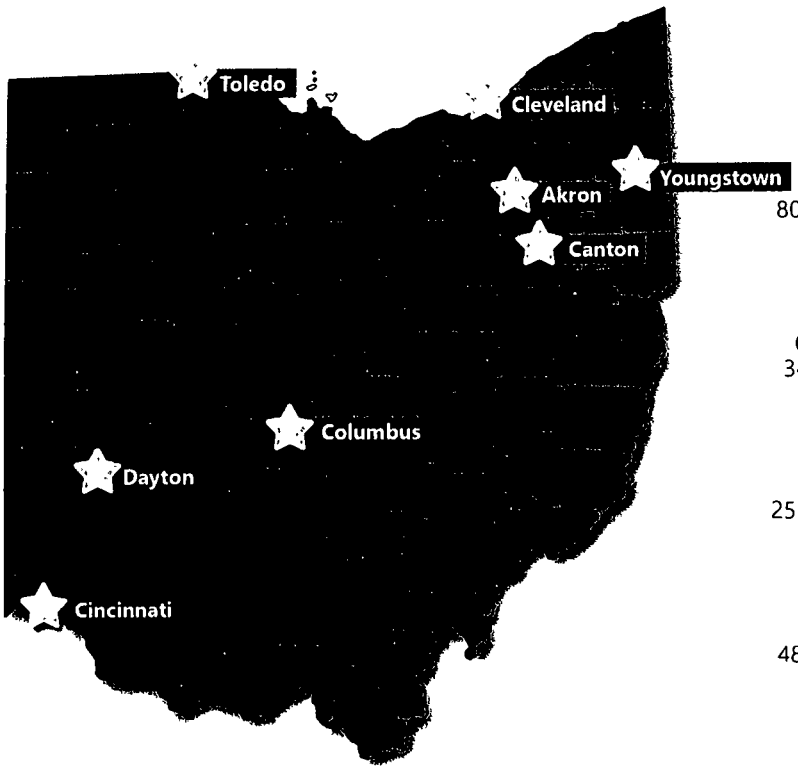

Akron - Main Office
3412 West Market St.
Akron, OH 44333
Phone: 330-869-9007
Toll Free: 800-487-8669
Fax: 330-869-9008

Canton Office
116 Cleveland Ave. NW, Ste. 650
Canton, OH 44702
Toll Free: 800-487-8669
Fax: 330-869-9008

Cincinnati Office
8044 Montgomery Rd., Ste. 700
Cincinnati, OH 45236
Toll Free: 800-487-8669
Fax: 513-635-2275

Cleveland Office
5005 Rockside Rd., Ste. 600
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3401 Enterprise Pkwy., Ste. 340
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2550 Corp. Exchange Dr., Ste. 101
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70 Birch Aly., Ste. 240 - Bldg B
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4853 Monroe St., Bldg. B, Ste. 3
Toledo, OH 43623
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SEATED (L to R): Kimberly Lubrani, John Reagan* *Top 100 Ohio, Top 50 Cleveland*, Gary Kisling, Rob Nestico*, Robert Redick, Ian Stegmaier, Kristen Lewis**; MIDDLE ROW: Erin Burton, Aaron Tompkins, Elizabeth Watson, Joshua Angelotta**, Thomas Vasvari, Michael Maillis, Nomiki Tsarnas**, Jason St. George, Brian Cable, Amanda Burgess, Matthew Walker; BACK ROW: Christopher Corrigan, Anthony Polizzi, Christopher Van Blargan, Kenneth Zerrusen, Mark Lindsey**, Keith Malick*, Anthony Fusco, Anthony Hall, Devin Oddo, Garry Davis, Andrew Schabo

*CHOSEN TO 2016 SUPER LAWYERS; **CHOSEN TO 2016 RISING STARS

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EXPERIENCED INJURY ATTORNEYS CELEBRATE A DECADE OF EXCELLENCE

It has been over 10 remarkable years since Kisling, Nestico & Redick first opened its doors in 2005. The firm began in Akron with three attorneys, three support staff, and a vision to be a different kind of law firm—one that puts the needs of clients first.

KNR now boasts an arsenal of over 30 trial-ready attorneys and more than 100 support staff members spanning their 10 locations, making KNR one of the largest and most powerful personal injury law firm in the state.

More significant than the size of the firm is the experience and dedication the attorneys at KNR bring to each of their clients. From $4 million truck accident settlements and million-dollar verdicts to policy limit settlements and everyday cases that may not reach beyond the thousands, there is no case too large or too small for the attorneys at KNR.

"Simply put, we level the playing field for people injured in accidents," says Managing Partner Rob Nestico. "Our team is experienced in understanding the strategies and tactics of insurance companies and we use that knowledge to fight for every single one of our clients."

Adding another component to KNR's dedication is the firm's commitment to the communities in which their clients live. The entire staff devotes countless hours raising funds and participating in events to benefit charities in Ohio. Last year alone, "Team KNR" donated their own time and money to give away 1,000 Thanksgiving turkeys to needy families and raised over $100,000 for local charities.

For more information about Kisling, Nestico & Redick, visit their website at knrlegal.com.

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QUESTIONS PEOPLE HAVE AFTER A CAR ACCIDENT

DON'T TALK TO THE INSURANCE COMPANY, TALK TO US FIRST!

WHO PAYS FOR MY CAR?

When you're in an accident, if the other person was at fault, their insurance company will pay for the damage to your car.

WHO PAYS FOR MY MEDICAL BILLS?

If the other person has insurance, they will pay. If they don't have insurance, make sure you tell us. We can help with this problem

I'M HURT BUT CAN'T AFFORD TO GO TO THE DOCTOR

When you're in an accident, it's important to go to the emergency room or your family doctor to document your injuries so the insurance company can't say, "they aren't hurt, they didn't even see a doctor." If necessary, we have contacts within the medical field who will wait to get paid from the settlement.

THE PARTY WHO HIT ME HAS NO INSURANCE

If the party at fault has no insurance, but you do, we can usually proces a claim with your insurance company who will then get their money bac from the person cited. This is called uninsured motorist coverage.

ATTORNEY FEES

The KNR "**NO FEE GUARANTEE**." If we don't get you money, we don't get paid.

MEETING WITH US

If you can't make it to our office, we will come to your house to meet w you and discuss your case.

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OHIO INJURY ATTORNEYS

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A CASH ADVANCE
On Your Settlement!

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AS SEEN ON
NEED CASH ADVANCE ON SETTLEMENT
WE CAN HELP

$$LET US GET MONEY FOR YOU$$

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- Our firm's sole focus is personal injury
- We have local offices
- Our Staff is comprised of former insurance representatives and former insurance defense attorneys
- We have 20 experienced attorneys and over 45 support staff

Please review the insert and **DVD**, which will answer a number of frequently asked questions about an accident case. You should also review the enclosed "Understanding Your Rights" as the Supreme Court of Ohio wants to be sure you have a clear understanding of the rights you have after you've been injured in an accident.

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Alberto R. Nestico
Attorney at Law

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READ ABOUT OUR SUPER LAWYERS

TRACK RECORD OF SUCCESS Kisling, Nestico & Redick first garnered national attention with managing partner Alberto Nestico's $27.5 million settlement of Van Horn et al v. Nationwide Property and Casualty et al, a class action in which Nestico represented more than 200,000 individuals. Other recent successes include a $1.7 million settlement for the family of a 22-year-old Marine killed in an auto accident, an $875,000 settlement for a client hit by a tractor-trailer, and a $778,000 verdict for a car accident victim. To date, the firm has secured more than $100 million in settlements and verdicts and has helped more than 10,000 clients.

A UNIQUE ADVANTAGE Kisling, Nestico & Redick's litigation prowess is due largely to its many lawyers with backgrounds in insurance defense. Bolstering an already impressive roster that includes Alberto Nestico, Robert Redick, John Reagan, Nomiki Tsarnas and Joshua Angelotta, KNR now brings even more insiders' knowledge with the addition of Jason St. George, Devin Oddo, Kristen Lewis and Christopher Van Blargan. To accommodate its continued growth, KNR has expanded its office space to more than 20,000 square-feet.

Proving great employees are the root of success, the KNR team continues to receive accolades from the field's top organizations. Nestico and litigation chairman Reagan were named to 2012 Ohio Super Lawyers® and are members of the Multi-Million Dollar Advocates Forum. Nestico is also recognized as a Top 100 Trial Lawyer. In addition, Nomiki Tsarnas and Paul W. Steele III continue their streak of Rising Stars recognition in 2012.

HURT IN A CAR ... CALL KNR!

Despite KNR's excellent reputation, its lawyers acknowledge obstacles in finding due justice. Nestico says one such reality is that courts are being increasingly stacked "with judges who protect the insurance companies over people." He says, "Individuals are sacrificed at the expense of insurance company profits. The courts and legislatures have allowed insurance companies to write whatever they want in their policies." A prime example is the intrafamily exclusion, which states the insurance company of the at-fault driver does not provide coverage for any family members injured in the vehicle.

JUSTICE & COMPENSATION FOR THE INJURED "Innocent people are injured every day," says Nestico. "Their lives are turned upside down due to forces beyond their control." KNR cares deeply about its clients and works tirelessly to provide the means to put their lives back together. "We fight hard to get them every dollar they deserve."

KNR Kisling, Nestico & Redick
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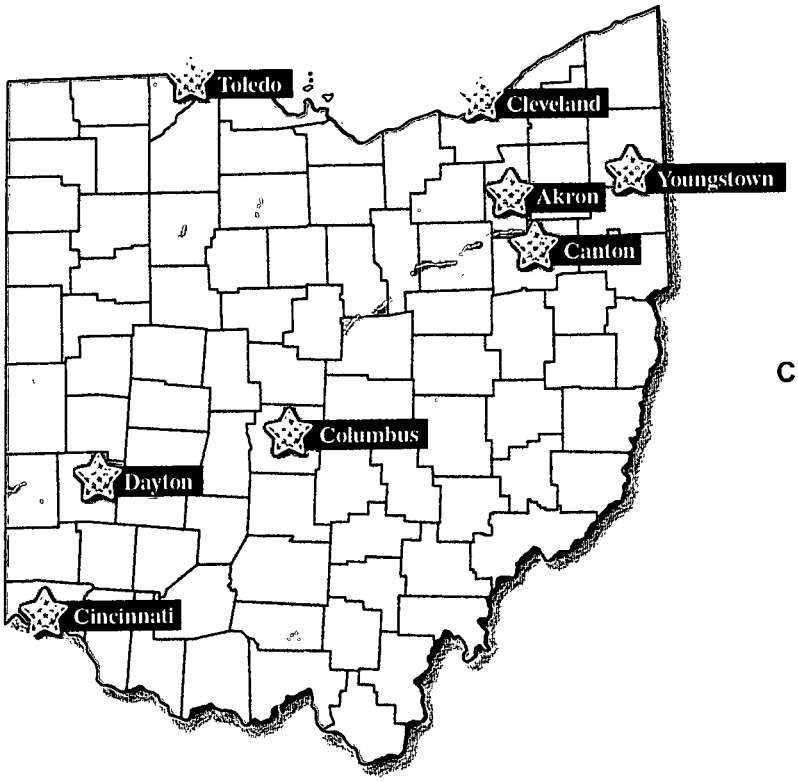

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Fax: (330) 869-9008

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Columbus, OH 43231
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IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, *et al.*, Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, *et al.*, Defendants.	Case No. 2016-CV-09-3928 Judge Patricia Cosgrove

THE PARTIES' JOINT STIPULATION ON CERTAIN FACTS

Based on negotiations among counsel for Plaintiffs Member Williams, Naomi Wright, Matthew Johnson, and Thera Reid (collectively "Plaintiffs") and counsel for Defendants Kisling, Nestico & Redick LLC ("KNR"), Alberto Nestico, and Robert Redick (collectively "KNR Defendants"), and counsel for Minas Floros, D.C. as well as the parties discovery requests and responses, the parties have agreed to the following factual stipulations only:

1. Since 2009 to the date of this filing, KNR has paid investigators a flat fee (ranging from $30-$100 depending on the time period and the investigator) upfront on the vast majority of cases and that most of the clients were charged (as long as there was a recovery) the flat fee. As set forth in Defendants' discovery responses, for that flat fee, the investigators provide other services, including, without limitation: pick up police reports, addendums and photos; take accident scene photos; take or obtain property damage photos at body shops; take or obtain photos of client injuries; obtain medical records and bills; obtain regular and/or certified copies from courts and

PENGAD 800-631-6989 PLAINTIFF'S EXHIBIT 9

agencies; locate witnesses and obtained statements; deliver and obtain execution of documents including but not limited to medical authorizations, IRS authorizations, powers of attorney, and settlement agreements and releases after the client's consultation with his attorney; pick up and drop off settlement checks; perform "door knocks" at the suspected residence of clients who have failed to respond to KNR's attempts to contact them by phone, email and/or mail; serve 180-day letters and subpoenas; file pleadings and briefs as needed; and perform other litigation-related investigations.

2. As set forth in Defendants' discovery responses, Aaron Czetli and Michael Simpson, as independent contractors, have previously performed other work (such as stuffing envelopes and running errands) for KNR that were unrelated to a specific client and was not charged to a specific client. They performed this work when they were not acting as investigators on behalf of KNR's clients.
3. KNR pays and paid that investigation fee to the investigator whether or not KNR obtained a recovery on behalf of the client.
4. The flat fee is and was clearly set forth on the Settlement Memorandum issued to, reviewed by, and signed by each client.
5. There were, and are, no upcharge or surcharge on the investigation fee by KNR. The investigation fee was and is a third-party pass through expense.
6. Since 2009, KNR has settled between 40,000 to 45,000 cases in which investigators were used and the investigation fee was charged.

Sandra Kurt, Summit County Clerk of Courts

7. KNR's policy has been to receive a narrative report from ASC on all cases, except for cases involving clients under the age of 12 and a few other minor exceptions, for $100-200.
8. AMC and MRS have not and do not receive W-2, W-9, or 1099 forms from KNR. Rather, AMC and MRS receive an individual check for the case they are assigned. AMC and MRS are paid $35-50 per case for their investigative work.

This stipulation is not valid or enforceable unless all parties have signed the document. Unless otherwise entered into in writing by the parties and signed by the parties, there are no other stipulations regarding the facts of this case.

Peter Pattakos (0082884)
Daniel Frech (0082737)
The Pattakos Law Firm, LLC
101 Ghent Road
Fairlawn, Ohio 44333
(330) 836-8533 phone
(330) 836-8536 facsimile
peter@pattakoslaw.com
dfrech@pattakoslaw.com

Counsel for Plaintiffs

James M. Popson (0072773)
Brian E. Roof (0071451)
Sutter O'Connell
1301 East 9th Street
3600 Erieview Tower
Cleveland, OH 44114
(216) 928-2200 phone
(216) 928-4400 facsimile
jpopson@sutter-law.com
broof@sutter-law.com

Counsel for Defendants Kisling, Nestico & Redick LLC, Alberto Nestico, and Robert Redick

John F. Hill
Meleah M. Kinlow
Buckingham, Doolittle & Burroughs, LLC
3800 Embassy Parkway, Suite 300
Akron, OH 44333-8332

Sandra Kurt, Summit County Clerk of Courts

(330) 376-5300 phone
(330) 258-6559 facsimile
jhill@bdblaw.com
mkinlow@bdblaw.com

Counsel for Minas Floros

Sandra Kurt, Summit County Clerk of Courts

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any type of injury law matter. More than half of our attorneys d for insurance companies or for firms that defend insurance use their insider knowledge of insurance carriers' strategies to level the playing field for our clients and stand up for their rights.

MORE THAN 400 COMBINED YEARS OF LEGAL EXPERIENCE

Our attorneys have more than four centuries of combined legal experience. During this time, they have gained the skills and knowledge necessary to help more than 10,000 clients and secure countless favorable results for our clients in favorable settlements and verdicts. We continue to refine our approach to injury cases every day, and our dedication to remaining on the cutting edge of our field gives our clients the advantage necessary to obtain maximum compensation for their injuries.

WHY HIRE KISLING, NESTICO & REDICK?

Few personal injury law firms in Ohio offer the depth and breadth of experience as Kisling, Nestico & Redick . With more than 20 attorneys, we have the experience and resources to handle complex, highly contested personal injury cases.

Our attorneys include members of the Top 100 Trial Lawyers of America, Ohio Super Lawyers, Ohio Rising Stars, Top 100 Trial Lawyers of Ohio, Top 50 Lawyers in Cleveland, Million Dollar Advocates Forum, Multi-Million Dollar Advocates Forum, Ohio's Outstanding Young Lawyers, American Trial Lawyers Association Top Trial Lawyers, and The Ohio State Bar Foundation.

While we are proud of our numerous honors and awards, we believe the most important measure of our success are the results we obtain for our clients. We have obtained countless favorable results for our clients.

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PLAINTIFF'S EXHIBIT
11

Subject: FW: November Intakes

From: gpetti@knrlegal.com
To: pettigary@yahoo.com
Date: Monday, December 3, 2012, 4:00:16 PM EST

Gary M. Petti

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

GMP000004

From: Brandy Lamtman
Sent: Monday, December 03, 2012 3:51 PM
To: Prelit Group
Subject: November Intakes
Importance: High

Intakes During Business Hours for November:

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
12

Gary P	36	9%
Jason	47	11%
Josh	116	28%
Ken	56	13%
Paul	92	22%
Horton	74	18%

Just a reminder that objective cases will be assigned to the attorneys who are doing intakes!! GREAT JOB Josh!!

Brandy Lamtman

Executive Assistant to Attorney Nestico

Kisling, Nestico, & Redick, LLC

3412 W. Market Street

Akron, Ohio 44333

Phone: 330-869-9007

Fax: 330-869-9008

brandy@knrlegal.com

Subject: FW: Objective Injury Case Assignments

From: gpetti@knrlegal.com
To: pettigary@yahoo.com
Date: Friday, November 9, 2012, 3:35:35 PM EST

Gary M. Petti

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

GMP000041

From: Brandy Brewer
Sent: Friday, November 09, 2012 3:32 PM
To: Prelit Attorney
Cc: Rob Nestico; Robert Redick; Holly Tusko
Subject: Objective Injury Case Assignments
Importance: High

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
13

From now on, objective injuries will not be distributed evenly. These cases will be distributed to the prelit attorneys that are doing intakes by percentage from the month before.

Youngstown objective cases will stay in Youngstown. Paul or whichever attorney who does the after hours intake, will get the case.

Please see below:

Percentage numbers from the month before, this is how we will distribute objective cases for the following month.

For example: Intakes October 488, but 339 were actually done by prelit attorneys. So...

Petti	28	8%
Jason	52	15%
Josh	90	27%
Ken	35	10%
Paul	76	23%
Horton	58	17%

Should you have any questions about this, please let me know.

Brandy Brewer

Kisling, Nestico & Redick

Executive Assistant to Attorney Nestico

3412 W. Market St., Akron, Ohio 44333

233588 / Member Williams

Settlement Memorandum

Recovery:

REC	State Farm Insurance	$ 9,965.30
		$ 9,965.30

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC

MRS Investigations, Inc.;	$ 50.00
Selson Clinics Neurology; /bd	$ 43.44
Selson Clinics Neurology; /bd	$ 15.32
Summa Wadsworth-Rittman Hospital; /bd	$ 5.00
UHMP; 2128/bc	$ 42.78
IOD Incorporated (Crystal Clinic); 28447554/bc	$ 33.56
Total Due	$ 190.10

DEDUCT AND RETAIN TO PAY TO OTHERS:

Kisling, Nestico & Redick, LLC	$ 3,321.76
Selson Clinics Neurology	MW $ 121.10
Summa Wadsworth-Rittman Hospital	$ 463.80
Total Due Others	$ 3,906.66

Total Deductions	$ 4,096.76
Total Amount Due to Client	$ 5,868.54
Less Previously Paid to Client	$ 0.00
Amount to be paid by Client	$121.10
Net Amount Due to Client	$ 5,989.64

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: 8/7/15

Name: Member Williams

Firm: Kisling, Nestico & Redick, LLC

PLAINTIFF'S EXHIBIT C

PLAINTIFF'S EXHIBIT 14

232154 / Monique Norris

Settlement Memorandum

Recovery:

REC	Motorists Mutual Insurance Company	$ 250.00
MP	Motorists Insurance Group	$ 1,000.00
REC	Nationwide Insurance*	$ 4,982.55
REC	Liberty Capital Funding LLC	$ 500.00
		$ 6,732.55

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC		
Akron General Medical Center	$ 6.00	
Clearwater Billing Services, LLC	$ 50.00	
First Healthcare	$ 12.00	
Floros, Dr. Minas	$ 200.00	
Mercy Health Partners	$ 15.00	
MRS Investigations, Inc.	$ 50.00	
Professional Receivables Control, Inc.	$ 16.00	
Akron General Medical Center	$ 40.89	
Total Due	$ 389.89	

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron Square Chiropractic	$ 500.00	
Clearwater Billing Services, LLC	$ 600.00	
CNS Center for Neuro and Spine	$ 260.00	
Kisling, Nestico & Redick, LLC	($2,077.51) $ 1,750.00	
Liberty Capital Funding LLC	$ 800.00	
National Diagnostic Imaging Consultants	$ 80.00	
Ohio Tort Recovery Unit*	$ 506.75	
Total Due Others	$ 4,496.75	

Total Deductions	$ 4,886.64
Total Amount Due to Client	$ 1,845.91
Less Previously Paid to Client	$ 1,500.00
Net Amount Due to Client	$ 345.91

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: 5/25/14

Name: Monique Norris

Firm: Kisling, Nestico & Redick, LLC

EXHIBIT D

Sandra Kurt, Summit County Clerk of Courts

4/25/2012

214858 / Richard A Harbour

Settlement Memorandum

Recovery:

REC	Erie Insurance	$ 20,000.00
		$ 20,000.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC		
Akron General Medical Center **;	$ 31.23	
Akron General Medical Center **; Records/KN	$ 34.38	
AMC Investigations;	$ 50.00	
Clearwater Billing Services, LLC;	$ 50.00	
Akron General Health System;	$ 1.50	
Total Due	$ 167.11	

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron General Medical Center **	RAH $ 2,470.00	
Akron General Medical Center **	RAH $ 342.00	
General Emergency Medical Specialists, Inc.*	RAH $ 130.00	
Ghoubrial, M.D., Dr. Sam N.	$ 2,000.00	
Kisling, Nestico & Redick, LLC	$ 4,700.00	
Rolling Acres Chiropractic Inc	$ 3,700.00	
Total Due Others	$ 13,342.00	
Total Deductions		$ 13,509.11
Total Amount Due to Client		$ 6,490.89

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 initiated 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: X 4/25/12

Name: X RAH
Richard A Harbour

Firm:
Kisling, Nestico & Redick, LLC

EXHIBIT E

Sandra Kurt, Summit County Clerk of Courts

7/27/2015

221620 / Richard Harbour

Settlement Memorandum

Recovery:

MP	Progressive Insurance*	$ 5,000.00
REC	Erie Insurance	$ 17,500.00
		$ 22,500.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
AMC Investigations;	$ 40.00
Clearwater Billing Services, LLC;	$ 50.00
First Healthcare**; dd	$ 12.00
HealthPort; dd	$ 48.23
Kisling, Nestico & Redick, LLC; Filing Fee/rjk	$ 386.25
Professional Receivables Control, Inc.*;	$ 16.00
Trisha Beban Yost, RPR; #6018/depo of Fischer	$ 55.00
Akron General Health System*;	$ 2.50
Total Due	$ 609.98

DEDUCT AND RETAIN TO PAY TO OTHERS:

Bath Fire Department	$ 450.00
Clearwater Billing Services, LLC	$ 1,900.00
Kisling, Nestico & Redick, LLC	$ 6,388.33
Progressive Insurance*	$ 3,335.00
Radiology & Imaging Services	$ 38.00
Radiology & Imaging Services	$ 47.01
Rolling Acres Chiropractic Inc	$ 3,331.68
Total Due Others	$ 15,490.02

Total Deductions	$ 16,100.00
Total Amount Due to Client	$ 6,400.00
Less Previously Paid to Client	$ 0.00
Net Amount Due to Client	$ 6,400.00

Sandra Kurt, Summit County Clerk of Courts

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: 7/29/15

Name: Richard Harbour

Firm: Kisling, Nestico & Redick, LLC

Sandra Kurt, Summit County Clerk of Courts

7/13/2015

250321 / Richard Harbour

Settlement Memorandum

Recovery:

REC	Guide One Insurance*	$ 4,800.00
		$ 4,800.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
MRS Investigations, Inc.;	$ 50.00
PRC Medical; doc fee // jpf	$ 16.00
MedInform Inc.*; #608 billing (mad)	$ 24.16
Total Due	$ 90.16

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron General Medical Center	x RH	$ 322.00
Clinic Medical Services*	x RH	$ 73.00
Kisling, Nestico & Redick, LLC		$ 1,600.00
Rolling Acres Chiropractic Inc.		$ 1,084.00
Total Due Others		$ 3,079.00

Total Deductions	$ 3,169.16
Amount Due to Client	$ 1,630.84
Plus Amount to be Paid by Client	$ 395.00
Net Amount Due to Client	**$ 2,025.84**

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: 7/29/15

Name: RH
Richard Harbour

Firm:
Kisling, Nestico & Redick, LLC

Sandra Kurt, Summit County Clerk of Courts

261016 / Richard Harbour

Settlement Memorandum

Recovery:

REC	State Farm Insurance	$ 7,000.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick

AMC Investigations		$ 50.00
Access Urgent Medical Care of Pickerington		$ 19.00
Total Due		$ 69.00

DEDUCT AND RETAIN TO PAY TO OTHERS:

Frain Chiropractic	($ 4,017.72)	$ 3,000.00
Kisling, Nestico & Redick	($ 2,333.33)	$ 1,965.50
Total Due Others		$ 4,965.50

Total Deductions	$ 5,034.50
Net Amount Due to Client	**$ 1,965.50**

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and attorney's fees with Kisling, Nestico & Redick. I acknowledge that it accurately reflects all costs, including but not limited to, the investigation fee, and 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. If any amount was withheld from the settlement for potential subrogation interests, any balance due after the subrogation interest is satisfied may be subject to Attorney Fees not to exceed the contractually agreed amount. 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.

Date: 2/23/17

Name: _____
Richard Harbour

Firm: _____
Kisling, Nestico & Redick

Sandra Kurt, Summit County Clerk of Courts

2604437 Thera Reid

Settlement Memorandum

Recovery:

REC	Allstate Insurance Companies*	$ 45,500.00
PSF	Oasis Legal Finance	$ 3,220.00
		$ 48,720.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick

Floros, Dr. Minas	$ 150.00
chartswap#1211588	$ 53.18
MRS Investigations, Inc.	$ 50.00
Summa Health System	$ 107.12
Clearwater Billing Services, LLC	$ 50.00
Total Due	$ 410.30

DEDUCT AND RETAIN TO PAY TO OTHERS:

Kisling, Nestico & Redick	($15,1665.65)	$ 14,000.00
Ohio Tort Recovery Unit		$ 9,000.00
Oasis Legal Finance		$ 5,096.00
Akron Square Chiropractic	($5,025.00)	$ 4,500.00
Clearwater Billing Services, LLC	($3,460.00)	$ 3,000.00
National Diagnostic Imaging Consultants		$ 200.00
North Star Orthopedic Group		$ 164.00
Total Due Others		$ 35,960.00

Total Deductions	**$ 36,370.30**
Total Amount Due to Client	$ 12,349.70
Less Previously Paid to Client	$ 3,220.00
Net Amount Due to Client	**$ 9,129.70**

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and attorney's fees with Kisling, Nestico & Redick. I acknowledge that it accurately reflects all costs, including but not limited to, the investigation fee, and 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. If any amount was withheld from the settlement for potential subrogation interests, any balance due after the subrogation interest is satisfied may be subject to Attorney Fees not to exceed the contractually agreed amount. 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.

Date: 1-26-17

Name: Thera Reid
Thera Reid

Firm: _____
Kisling, Nestico & Redick

From: **Rob Nestico** nestico@knrlegal.com
Subject: Re: Fee reductions
Date: February 13, 2013 at 9:17 AM
To: Attorneys Attorneys@knrlegal.com

For clarification this is on cases outside Chiro. All Chiro are to still be submitted as usual. Thx

Sent from iPhone of Rob Nestico

On Feb 13, 2013, at 9:08 AM, "Rob Nestico" <nestico@knrlegal.com> wrote:

> Any fee's being reduced more than 1,000.00 will need to be approved by me and only me. Please give the settlement memo to sarah. Thank you

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
16

WILLIAMS000586

From: **Rob Nestico** nestico@knrlegal com
Subject: Re. ARN Settlement Approvals
Date: September 19, 2012 at 11:58 AM
To: Brandy Brewer bbrewer@knrlegal.com
Cc: Attorneys Attorneys@knrlegal com, Prelit Attorney PrelitAttorney@knrlegal.com, Litigation Attorney LitigationAttorney@knrlegal.com

Sent from iPhone of Rob Nestico

On Sep 19, 2012, at 11:23 AM, "Brandy Brewer" <bbrewer@knrlegal.com> wrote:

Per Rob, please start scanning his settlement approvals with notes to the client folder. This makes things easier b/c you have notes on the settlement memorandum that explain why the offer is so low.example: low impact, etc. At times, he needs to have this information readily available so he can discuss with chiropractor.

Please scan to client folder and label: ARN settlement approval.

Thanks

<image001.jpg>

Brandy Brewer
Kisling, Nestico & Redick
Executive Assistant to Attorney Nestico
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

<image002.jpg> <image003.jpg> <image004.jpg> <image005.jpg>

1-800 HURT NOW

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT 17

WILLIAMS000576

Subject: FW: Settlement Memos

From: gpetti@knrlegal.com
To: pettigary@yahoo.com
Date: Tuesday, November 20, 2012, 4:03:25 PM EST

Gary M. Petti
Kisling, Nestico & Redick
Attorney At Law
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

GMP000022

-----Original Message-----
From: Rob Nestico
Sent: Thursday, November 08, 2012 5:08 PM
To: Brandy Brewer
Cc: Staff
Subject: Re: Settlement Memos

If anyone does this or faxes any client information outside this office without approval will be terminated without question.

Sent from iPhone of Rob Nestico

On Nov 8, 2012, at 5:02 PM, "Brandy Brewer" <brandy@knrlegal.com> wrote:

> No settlement memos are to leave the office without Rob's approval until further notice. No fax disbursements and no mail disbursements period. If you have any approvals tomorrow, please bring to me.
>
> Sent from my iPhone

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
18

08/12/2016 9:03AM (GMT-04:00)

AKRON SQUARE CHIROPRACTIC
1419 SOUTH ARLINGTON
AKRON, OHIO 44306
(330) 773-3882

DR. MINAS FLOROS

To: Adjuster/Attorney at law

KNK

2446

Laynela Schlamann

I do hereby authorize the above doctor to furnish you, my attorney/adjuster, with a full report of my examination, diagnosis, treatment, prognosis, etc., of myself in regard to the accident in which I was involved.

I hereby authorize and direct you, my attorney/adjuster, to pay directly to said doctor such sums as may be due and owing him/her for medical services rendered, both by reason of this accident, and reason of any other bills that are due his/her office and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect said doctor against any and all proceeds of any settlement, judgment or verdict which may be paid to, my attorney, or myself as the result of the injuries for which I have been treated or injuries on connection there with.

I fully understand that I am directly and fully responsible to said doctor for all medical bills submitted by him/her for services rendered me and that this agreement is made solely for said doctors additional protection and in consideration of his awaiting payment is not contingent on any settlement, judgment or verdict, which I may eventually recover said fee.

Date 8/10/16 Patient's Signature Naomi Wright

Date _____ Attorney/Adjuster Signature _____

Mr/Ms Attorney/Adjuster:

Please date and sign, and return one copy to the doctor's office at once. Please keep a copy for your records.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
19

Aug. 12. 2016 9:00AM No. 9878 P. 27

08/12/2016 9:03AM (GMT-04:00)

AKRON SQUARE CHIROPRACTIC
1419 SOUTH ARLINGTON
AKRON, OHIO 44306
(330) 773-3882

DR. MINAS FLOROS

To: Adjuster/Attorney at law

KNR

2445

Naomi Wright

I do hereby authorize the above doctor to furnish you, my attorney/adjuster, with a full report of my examination, diagnosis, treatment, prognosis, etc., of myself in regard to the accident in which I was involved.

I hereby authorize and direct you, my attorney/adjuster, to pay directly to said doctor such sums as may be due and owing him/her for medical services rendered, both by reason of this accident, and reason of any other bills that are due his/her office and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect said doctor against any and all proceeds of any settlement, judgment or verdict which may be paid to, my attorney, or myself as the result of the injuries for which I have been treated or injuries on connection there with.

I fully understand that I am directly and fully responsible to said doctor for all medical bills submitted by him/her for services rendered me and that this agreement is made solely for said doctors additional protection and in consideration of his awaiting payment is not contingent on any settlement, judgment or verdict, which I may eventually recover said fee.

Date 8/10/16 Patient's Signature Naomi Wright

Date _____ Attorney/Adjuster Signature _____

Mr/Ms Attorney/Adjuster:

Please date and sign, and return one copy to the doctor's office at once. Please keep a copy for your records.

Aug. 12. 2016 9:00AM No. 9878 P. 26

Sam N. Ghoubrial M.D.
Richard H. Gunning M.D.
Joshua M. Jones M.D.
Lisa M. Esterle D.O.

MEDICAL LIEN

Re: Patient Naomi Wright
First date of service: 8/10/14

I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all services rendered as a result of an injury that I received on 8/2/16.

Said amount being fair and reasonable price of medical services provided by Hanchrist Medical Professionals for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC. Furthermore, I also request that you forward all my records and bills to my attorney.

I fully understand that I am directly and fully responsible to Clearwater Billing Services, LLC for the aforementioned account submitted to me by Clearwater Billing Services, LLC for services rendered me, and that this agreement is made solely for its additional protection and in consideration of its awaiting payment. I further understand that such payment is not contingent on any settlement, claim, judgment, verdict or award by which I may eventually recover said fee.

Dated: 8/10/16 Naomi Wright

The undersigned being attorney of record for the above patient does hereby agree to observe all terms of the above and agrees to withhold such claims from the net proceeds of any settlement, claim, judgment, verdict, or award as may be necessary to adequately protect Clearwater Billing Services, LLC provided that said lien is subordinate to attorney's lien herein.

Dated: _____

Kisling, Nestico & Redick, LLC
Attorneys at Law

Kisling, Nestico & Redick, LLC
3412 W. Market St.
Akron, Ohio 44333
(330) 869-9007
(330) 869-9008 (fax)

1419 South Arlington Street, Akron, Ohio 44306
Phone: (330) 331-7207
Fax: (330) 331-7567

CONTACT KNR TODAY
1-800-HURT-NOW

lement loan. This loan provides immediate cash based on what a y recover through your claim. While there are advantages to can also cost a great deal in fees and interest rates. You should work with an experienced attorney to ensure you have exhausted all of your options before going this route.

HOW AN OHIO PERSONAL INJURY LAWYER CAN HELP

The time between your medical bills coming due and the resolution of your personal injury case can be the most stressful weeks or months of your life. You are facing a significant financial strain because of someone else's negligence, and it can be difficult to deal with the unfairness of the situation. However, there are ways to pay your bills or put them on hold while you move forward with a personal injury insurance claim or lawsuit.

Speak with the experienced Ohio personal injury attorneys of Kisling, Nestico & Redick to learn more about letters of protection, medical liens, and loans. We will do whatever we can to lessen the burden you feel and to mitigate any damage to your financial situation and credit.

Call us today at 1-800-HURT-NOW to schedule a free, initial consultation.

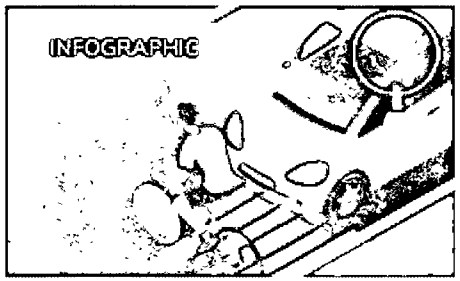
PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
20

Free Consultation *No Recovery, No Fee.*

CONTACT KNR TODAY

OUR AWARDS

At Kisling, Nestico & Redick, our experienced staff has successfully handled a wide array of personal injury cases. We help our clients and their families receive necessary medical care and achieve financial security for peace of mind. Your choice of legal counsel could make the difference in the result of your case. Following is a list of awards and accolades one or more of our lawyers have received throughout the years.



OHIO CAR ACCIDENT DATA

View up-to-date Ohio accident statistics by county through our interactive map.

ATTORNEY AT LAW

Attorney at Law magazine has named KNR as Law Firm of the Month.

PLAINTIFF'S EXHIBIT 21

PENGAD 800-631-6989

Send them but NOT on letterhead if you have too for town & country

Sent from iPhone of Rob Nestico

On Nov 9, 2012, at 9:22 AM, "Megan Jennings" <mjennings@knrlegal.com> wrote:

Town & Country also has us send them our LOP's for clients

From: Nomiki Tsarnas
Sent: Friday, November 09, 2012 9:21 AM
To: Rob Nestico
Cc: Brandy Brewer; Staff
Subject: RE: LOP's

What about for CNS and Ohio Sports and Spine (Dr. Dunne). They have us create LOP's.

GMP000047

From: Rob Nestico
Sent: Friday, November 09, 2012 9:20 AM
To: Nomiki Tsarnas
Cc: Brandy Brewer; Staff
Subject: Re: LOP's

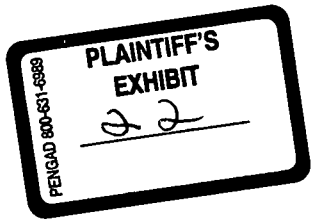
No provider sends them to u

Sent from iPhone of Rob Nestico

On Nov 9, 2012, at 9:14 AM, "Nomiki Tsarnas" <Tsarnas@knrlegal.com> wrote:

Is someone going to create a new LOP? The current medical assignment comes up on our letterhead.

From: Brandy Brewer
Sent: Friday, November 09, 2012 9:04 AM
To: Staff
Cc: Rob Nestico



Subject: LOP's
Importance: High

Absolutely NO LOP's should be sent out of this office on letterhead. Please see me if you have any questions.

<image001.jpg> Brandy Brewer

Kisling, Nestico & Redick

Executive Assistant to Attorney Nestico

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, <image002.jpg><image003.jpg> <image004.jpg> <image005.jpg>
Canton,
Cleveland,
Cincinnati,
Columbus,
Dayton, Toledo &
Youngstown

From: **Brandy Lamtman** brandy@knrlegal.com
Subject: Chiropractor Reductions
Date: July 31, 2013 at 6:58 PM
To: Attorneys Attorneys@knrlegal.com

BL

As you are aware, Rob approves chiropractor reductions. If you ask me if he calls a certain chiropractor or if you do and the answer is you are responsible for the call, you should still give Rob the breakdown to approve PRIOR to contacting the chiropractor.

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com

PLAINTIFF'S EXHIBIT 23

PENGAD 800-631-6989

WILLIAMS000544

From: **Brandy Brewer** brandy@knrlegal.com
Subject: Chiro Referrals
Date: June 9, 2014 at 9:16 AM
To: Prelit Attorney PrelitAttorney@knrlegal.com

Please make sure you are using the chiro boards. When I left on Wednesday I switch Akron to Akron Injury and you sent ZERO cases there and 4 to ASC, I also added Tru Health and removed Shaker Square and you sent 3 cases to Shaker Square and ZERO to Tru Health.

Core was removed as well and you sent a case there!

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PLAINTIFF'S EXHIBIT
24

WILLIAMS000165

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Monday, June 23, 2014 2:16 PM
To: Prelit Attorney
Subject: Chiropractor Referrals.....

Importance: High

I have sent this email several times. Please pay attention to the chiro referral email Sarah or I send out and also, the board.

Referrals are not up for negotiation. I spend a lot of time tracking referrals and working with doctors. If you have an issue, please let me know.

Brandy Brewer
Kisling, Nestico & Redick
Director of Operations
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

PLAINTIFF'S EXHIBIT 25

WILLIAMS000455

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Wednesday, May 22, 2013 2:48 PM
To: Prelit Attorney
Cc: Rob Nestico; Intake; Holly Tusko
Subject: Referrals.....

Importance: High

I have spent a significant amount of my day fixing referral mistakes. PLEASE make sure the information that you give and receive is listed on the intake sheet. Just this month alone there were 13 mistakes made by your regarding the referred to's. This cannot happen. I work hard to maintain a close relationship with chiropractors and I am in contact with most of them several times a day.

Furthermore, every single intake that gets done by attorneys, an email should be sent indicating what the referral is, where the case is referred to and how/when/who is signing case.

Intake, when an attorney does an intake for companions and they note they referred all clients to a chiropractor, make sure you are adding this info to ALL companions, unless it is a minor and the minor isn't going to the chiro. If you have questions about this, please ask the attorney.

1-800 HURT NOW

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008

brandy@knrlegal.com

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PLAINTIFF'S EXHIBIT
26

From: Brandy Brewer <bbrewer@knrlegal.com>
Sent: Wednesday, October 17, 2012 10:25 AM
To: Prelit Attorney
Subject: Shaker Square

Importance: High

PLEASE make sure you refer intakes thereŠ.I just noticed that we¹ve sent 2 cases to A Plus Accident & Injury Center when these cases could¹ve gone to Shaker, who sends us way more cases.

I¹ve sent this email three times now, please note this so next time you¹re on a Cleveland intake you remember this.

Thanks!

Brandy Brewer
Kisling, Nestico & Redick
Executive Assistant to Attorney Nestico
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
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PLAINTIFF'S EXHIBIT 27

From: **Brandy Lamtman** brandy@knrlegal com
Subject: A Plus Injury
Date: August 21, 2013 at 2 11 PM
To: Prelit Attorney PrelitAttorney@knrlegal com

Please do not send anymore clients there this month. We are 6 to 1 on referrals.

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PLAINTIFF'S EXHIBIT
28

WILLIAMS000154

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Monday, April 8, 2013 10:12 AM
To: Prelit Attorney
Subject: Referrals

Please make sure you're paying attention to your referral board in your office. We sent 5 cases to Warrensville Physical Medicine last weekŠ..we need to get some cases to A Plus Injury since they sent us 10 cases last month and Warrensville Physical Medicine hasn't sent us ANY cases in 2013!!!!

1-800 HURT NOW

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008

brandy@knrlegal.com

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PLAINTIFF'S EXHIBIT
29

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Friday, July 12, 2013 10:37 AM
To: [redacted]
Subject:
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg

ASC if you can. I already told Minas. Plus Cain doesn't send us shit.

Sent from my iPhone

On Jul 12, 2013, at 10:36 AM, [redacted]

Web referrals. They live 20 minutes form Cain chiro (ken's friend) and 30 minutes from ASC or West Tusc. Holly indicated they should go to ASC. Is that correct, or do we want to send them to somebody else closer to them?

Regards,

<image001.jpg> [redacted]

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Attorney At Law
3412 W. Market St., Akron, Ohio 44333
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<image002.jpg><image003.jpg> <image004.jpg> <image005.jpg

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
37

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Thursday, November 15, 2012 8:50 AM
To: Staff
Subject: Fwd: Referrals

Sent from my iPhone

Begin forwarded message:

> **From:** Rob Nestico <nestico@knrlegal.com>
> **Date:** November 15, 2012, 8:22:29 AM EST
> **To:** Rob Nestico <nestico@knrlegal.com>
> **Cc:** Brandy Lamtman <brandy@knrlegal.com>
> **Subject: Referrals**
>
> Please make sure to refer ALL Akron cases to ASC this month. We are 30-0. Also any time you refer a patient to any Chiro have your assistant follow up and make sure they go on obviously cases that are signed up outside of Chiro office.
>
> Sent from iPhone of Rob Nestico

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PLAINTIFF'S EXHIBIT
31

WILLIAMS000459

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Tuesday, March 12, 2013 3:16 PM
To: Prelit Attorney
Cc: Rob Nestico
Subject: Chiropractor Referrals

Importance: High

PLEASE make sure you are calling the chiro and scheduling the appointment. This has been discussed before.

Thanks

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com

PLAINTIFF'S EXHIBIT 35

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Monday, November 19, 2012 10:39 AM
To: Attorneys; Prelit Support
Cc: Rob Nestico; Robert Redick; Holly Tusko
Subject: Chiropractor Referrals

Importance: High

I know that many of you already do this, but for those of you that do not, PLEASE put the intake on hold and call the chiropractor's office and set up the appointment for the client and then let the client know the time they need to be there. It is IMPERATIVE that this gets done.

Paralegals, when you do your first phone call with the client after the case gets opened, make sure the client went to see the chiropractor.

1-800 HURT NOW

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com

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PLAINTIFF'S EXHIBIT
32

WILLIAMS000296

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Tuesday, March 26, 2013 10:55 AM
To: Attorneys
Subject: Intakes....

Importance: High

If you do an intake and the person already has an appointment with a chiropractor we do not work with, either pull it and send to one of our doctors or call the chiropractor directly. You MUST do this on all intakes, otherwise the chiropractor will pull and send to one of their attorneys!

1-800 HURT NOW

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008

brandy@knrlegal.com

PLAINTIFF'S EXHIBIT 34

PENGAD 800-631-6989

From: **Brandy Lamtman** brandy@knrlegal.com
Subject: Chiro Referrals
Date: May 1, 2013 at 3:39 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com
Cc: Rob Nestico nestico@knrlegal.com

This happens frequently so we wanted to address this with all of you. When doing an intake, just bc they tell you they are treating with pcp, doesn't mean you shouldn't refer to a chiro. Always refer to a Chiro bc they can do both.

This is especially an issue in Youngstown.

Sent from my iPhone

PLAINTIFF'S EXHIBIT 35

PENGAD 800-631-6989

WILLIAMS000164

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ROB NESTICO
ATTORNEY AT LAW

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In the accident, I suffered serious injuries to both arms. One arm was so severly injured that I had to be taken to the hospital to seek immediate medical treatment.

A steel rod was surgically placed in my arm to keep it it stable during my three month recovery in the hospital.

During this difficult and vulnerable time, my family and I were taken advantage of by insurance companies. We did not receive the just compensation that we deserved.

This is why I became a personal injury lawyer. I want to make sure insurance companies don't take advantage of injured people and deny them the compensation they deserve.

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ROB A. NESTICO
Attorney

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Understanding your rights* If you have been in an accident, or a family member has been injured or killed in a crash or some other incident, you have important decisions to make. We believe it is important for you to consider the following: 1. Make and keep records – If your situation involves a motor vehicle crash, regardless of who may be at fault, it is helpful to obtain a copy of the police report, learn the identity of any witnesses, and obtain photographs of the scene, vehicles and any visible injuries. Keep copies of your receipts of all your expenses and medical care related to the incident. 2. You do not have to sign anything – You may not want to give an interview or recorded statement without first consulting with an attorney, because the statement can be used against you. If you may be at fault or have been charged with a traffic violation or other offense, it may be advisable to consult an attorney right away. However, if you have insurance, your insurance policy probably requires you to cooperate with your insurance company and provide a statement to the company. If you fail to cooperate with your insurance company, it may void your coverage. 3. Your interest versus interest of insurance company – Your interests and those of the other person's insurance company are in conflict. Your interests may also be in conflict with your own insurance company. Even if you are not sure who is at fault, you should contact your own insurance company and advise the company of the incident to protect your insurance coverage. 4. There is a time limit to file an insurance claim – Legal rights, including filing a lawsuit, are subject to time limits. You should ask what time limits apply to your claim. You may need to act immediately to protect your rights. 5. Get it in writing – You may want to request that any offer of settlement from anyone be put in writing, including a written explanation of the type of damages, which they are willing to cover. 6. Legal assistance may be appropriate – You may consult with an attorney before you sign any document or release of claims. A release may cut off all future rights against others, obligate you to repay past medical bills or disability benefits, or jeopardize future benefits. If your interests conflict with your own insurance company, you always have the right to discuss the matter with any attorney of your choice, which may be at your own expense. 7. How to find an attorney – If you need professional advice about a legal problem but do not know an attorney, you may wish to check with relatives, friends, neighbors, your employer or co-workers who may be able to recommend an attorney. Your local bar association may have a lawyer referral service that can be found in the Yellow Pages. 8. Check a lawyer's qualifications – Before hiring a lawyer you have the right to know the lawyer's background, training and experience in dealing with cases similar to yours. 9. How much will it cost – In deciding whether to hire a particular lawyer, you should discuss, and the lawyer's written fee agreement should reflect: a. How is the lawyer to be paid? If you already have a settlement offer, how will that affect a contingent fee arrangement? b. How are the expenses involved in your case, such as telephone calls, deposition costs, and fees for expert witnesses, to be paid? Will these costs be advanced by the lawyer or charged to you as they are incurred? Since you are obligated to pay all expenses even if you lose your case, how will payment be arranged? c. Who will handle your case? If the case goes to trial, who will be the trial attorney? This information is not intended as a complete description of your legal rights, but as a check list of some of the important issues you should consider... *THE SUPREME COURT OF OHIO, WHICH GOVERNS THE CONDUCT OF LAWYERS IN THE STATE OF OHIO, NEITHER PROMOTES NOR PROHIBITS THE DIRECT SOLICITATION OF PERSONAL INJURY VICTIMS. THE COURT DOES REQUIRE THAT, IF SUCH A SOLICITATION IS MADE, IT MUST INCLUDE THE ABOVE DISCLOSURE.

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DO NOT talk to any insurance companies before you talk to us. Without realizing it, you may give them information that could hurt your case.

You are going to receive multiple solicitations from attorneys throughout the state, but we ask that you consider calling the attorneys at **Kisling, Nestico & Redick** for the following reasons:

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- KNR offers property damage help for **FREE**
- KNR's sole focus is personal injury law
- KNR has an office in your area - or we will come to you
- KNR's staff is comprised of former insurance representatives and former insurance defense attorneys
- KNR is armed with over 25 experienced attorneys and more than 100 support staff ready to fight for you

Please take a moment and watch the enclosed **DVD**; it will answer many frequently asked questions about accident cases. The Supreme Court of Ohio wants you to have a clear understanding of your rights after you have been injured, so please also review the enclosed "Understanding Your Rights" section.

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Alberto R. Nestico
Attorney at Law

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P.S. Once you become a client of KNR, we will help you get a rental car and help get your property damage paid **without charging any attorney's fees for this service**.

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KNR first garnered national attention with a national class action settlement in excess of $27.5 million and more recently, we successfully fought to change the training practices of a large trucking company in Ohio. This type of determination, to not only get justice and compensation for the insured, but to also create industry changes to ensure safer roads in the future is how we maintain our reputation for excellence. "Innocent people are injured every day," says Attorney Rob Nestico. "Their lives are completely turned upside down due to forces beyond their control. We fight hard to make sure someone is held accountable and changes are made to prevent accidents in the future."

To date, the attorneys at KNR have secured more than $200 million in settlements and verdicts and helped over 30,000 clients. For the eighth consecutive year, KNR attorneys have been recognized by the field's leading rating organizations, including Super Lawyers Magazine. Most recently, Attorneys Keith Malick, Rob Nestico, and John Reagan were named 2015 Ohio Super Lawyers while Attorneys Josh Angelotta, Kristen Lewis, Mark Lindsey, and Paul Steele III were recognized as 2015 Rising Stars.

For more information about our legal team or to view our proven results, visit us at www.knrlegal.com.

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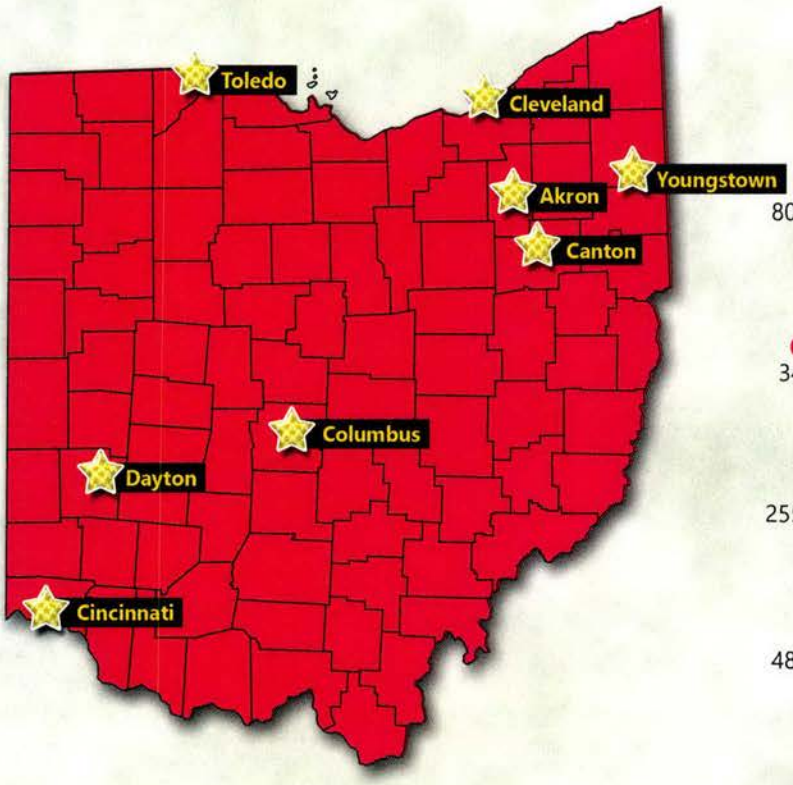

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3412 West Market St.
Akron, OH 44333
Phone: 330-869-9007
Toll Free: 800-487-8669
Fax: 330-869-9008

Canton Office
116 Cleveland Ave. NW, Ste. 650
Canton, OH 44702
Toll Free: 800-487-8669
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Cincinnati Office
8044 Montgomery Rd., Ste. 700
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A UNIQUE ADVANTAGE Kisling, Nestico & Redick's litigation prowess is due largely to its many lawyers with backgrounds in insurance defense. Bolstering an already impressive roster that includes Alberto Nestico, Robert Redick, John Reagan, Nomiki Tsarnas and Joshua Angelotta, KNR now brings even more insiders' knowledge with the addition of Jason St. George, Devin Oddo, Kristen Lewis and Christopher Van Blargan. To accommodate its continued growth, KNR has expanded its office space to more than 20,000 square-feet.

Proving great employees are the root of success, the KNR team continues to receive accolades from the field's top organizations. Nestico and litigation chairman Reagan were named to 2012 Ohio Super Lawyers® and are members of the Multi-Million Dollar Advocates Forum. Nestico is also recognized as a Top 100 Trial Lawyer. In addition, Nomiki Tsarnas and Paul W. Steele III continue their streak of Rising Stars recognition in 2012.

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Despite KNR's excellent reputation, its lawyers acknowledge obstacles in finding due justice. Nestico says one such reality is that courts are being increasingly stacked "with judges who protect the insurance companies over people." He says, "Individuals are sacrificed at the expense of insurance company profits. The courts and legislatures have allowed insurance companies to write whatever they want in their policies." A prime example is the intrafamily exclusion, which states the insurance company of the at-fault driver does not provide coverage for any family members injured in the vehicle.

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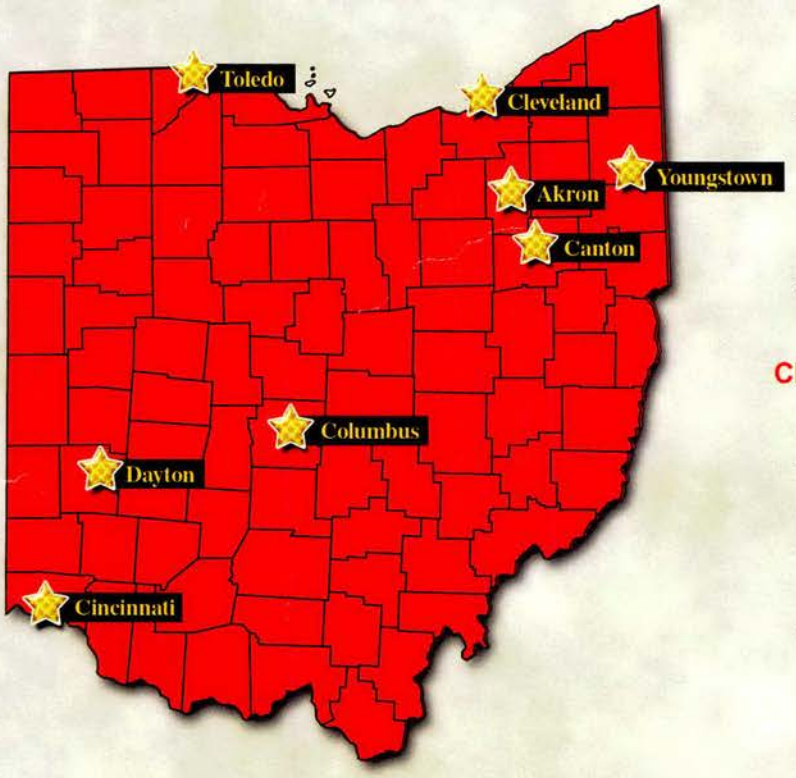

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Dear Sir or Madam,

It has come to our attention from a police accident report that you have been the victim of an automobile collision. We are very sorry that you have been involved in this accident and we want to help.

Since that time, you probably find yourself dealing with issues and problems that you have never had to deal with in the past. You will be asked many questions and be forced to make many important decisions. That is where we can help.

Do NOT talk to the insurance company, talk to us first. You may give them information that will hurt your case without realizing it.

You will receive multiple solicitations from attorneys all over the state, but we ask that you consider calling **Kisling, Nestico & Redick** for the following reasons:

- ***The KNR "no fee guarantee."*** If we don't get you MONEY, we don't get paid
- We offer property damage help
- Our firm's sole focus is personal injury
- We have local offices
- Our Staff is comprised of former insurance representatives and former insurance defense attorneys
- We have 20 experienced attorneys and over 45 support staff

Please review the insert and **DVD**, which will answer a number of frequently asked questions about an accident case. You should also review the enclosed "Understanding Your Rights" as the Supreme Court of Ohio wants to be sure you have a clear understanding of the rights you have after you've been injured in an accident.

We are confident that we can help you. **For a free consultation, please call us today at 1-800-HURT-NOW (1-800-487-8669).** Remember, the insurance company is already protecting the person that caused your injuries. Please allow us to protect you.

Very truly yours,
KISLING, NESTICO & REDICK, LLC

Alberto R. Nestico
Attorney at Law

P.S. Please remember that once you become a client of KNR, we will help you get a rental car and help get your property damage paid without **charging any attorney's fees for this service.**

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Kisling, Nestico & Redick

OHIO INJURY ATTORNEYS

Dear Sir or Madam,

It has come to our attention through a police accident report you have been the victim of a motor vehicle accident. We are very sorry you find yourself in this difficult situation and we want to help you.

Since the accident, you probably find yourself dealing with many issues and problems that you may never have dealt with in the past. You will be asked many questions and you will be forced to make many important decisions without the benefit of expert advice. This is where we can help.

It is important you DO NOT speak to anyone from any insurance company before you talk to us. Without realizing it, you could give them information or agree to something that could hurt your case.

You are going to receive multiple solicitations from attorneys throughout the state, but we ask that you consider calling the attorneys at Kisling, Nestico & Redick (KNR) first for the following reasons:

- KNR's **No Fee Guarantee** means if you do not receive money for your case, you will not owe us a fee
- KNR offers property damage assistance for **FREE**
- KNR's sole focus is personal injury law
- KNR has an office in your area – or we will come to you
- KNR's staff is comprised of former insurance representatives and former defense attorneys
- KNR is armed with nearly 30 experienced attorneys and more than 100 support staff ready to fight for you

Please take a moment and watch the enclosed **DVD** as it will answer many frequently asked questions about accident cases. The Supreme Court of Ohio wants you to have a clear understanding of your rights after you have been injured, so please also review the enclosed "Understanding Your Rights" section.

We are confident we can help you. For a free consultation, please call us today at 1-800-HURT-NOW (1-800-487-8669). The insurance company is already protecting the person that caused your injuries, so please allow KNR to protect you.

Sincerely,
KISLING, NESTICO & REDICK

NO FEE GUARANTEE

Rob Nestico
Attorney at Law

P.S. When you become a KNR client, we will help you get a rental car and help get your property damage paid without charging any legal fees for this service.

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116 Cleveland Ave. N.W., Ste. 650
Canton, OH 44702
Phone: 330-488-1234
Fax: 330-869-9008

CLEVELAND – EAST
3401 Enterprise Pkwy, Ste. 340
Beachwood, OH 44122
Phone: 216-464-4155
Fax: 440-523-9238

DAYTON
70 Birch Aly, Ste. 240, Bldg B
Beavercreek, OH 45440
Phone: 937-427-4048
Fax: 937-260-9753

CINCINNATI
8044 Montgomery Rd., Ste. 700
Cincinnati, OH 45236
Phone: 513-221-0499
Fax: 513-635-2275

CLEVELAND – WEST
1991 Crocker Rd., Ste. 600
Westlake, OH 44145
Phone: 440-888-0995
Fax: 440-523-9238

TOLEDO
4853 Monroe St., Bldg B, Ste. 3
Toledo, OH 43623
Phone: 419-324-8205
Fax: 419-261-0412

AKRON
3412 West Market St.
Akron, OH 44333
Phone: 330-869-9007
Fax: 330-869-9008

CLEVELAND
5005 Rockside Rd., Ste. 600
Independence, OH 44131
Phone: 216-265-2874
Fax: 440-523-9238

COLUMBUS
2550 Corporate Exchange Dr., Ste. 101
Columbus, OH 43231
Phone: 614-487-8669
Fax: 614-581-4531

YOUNGSTOWN
4790 Market St.
Youngstown, OH 44512
Phone: 330-729-1090
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SEATED (L to R): Kimberly Lubrani, John Reagan* *Top 100 Ohio, Top 50 Cleveland*, Gary Kisling, Rob Nestico*, Robert Redick, Ian Stegmaier, Kristen Lewis**; MIDDLE ROW: Erin Burton, Aaron Tompkins, Elizabeth Watson, Joshua Angelotta**, Thomas Vasvari, Michael Maillis, Nomiki Tsarnas**, Jason St. George, Brian Cable, Amanda Burgess, Matthew Walker; BACK ROW: Christopher Corrigan, Anthony Polizzi, Christopher Van Blargan, Kenneth Zerrusen, Mark Lindsey**, Keith Malick*, Anthony Fusco, Anthony Hall, Devin Oddo, Garry Davis, Andrew Schabo

*CHOSEN TO 2016 SUPER LAWYERS; **CHOSEN TO 2016 RISING STARS

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EXPERIENCED INJURY ATTORNEYS CELEBRATE A DECADE OF EXCELLENCE

It has been over 10 remarkable years since Kisling, Nestico & Redick first opened its doors in 2005. The firm began in Akron with three attorneys, three support staff, and a vision to be a different kind of law firm—one that puts the needs of clients first.

KNR now boasts an arsenal of over 30 trial-ready attorneys and more than 100 support staff members spanning their 10 locations, making KNR one of the largest and most powerful personal injury law firm in the state.

More significant than the size of the firm is the experience and dedication the attorneys at KNR bring to each of their clients. From $4 million truck accident settlements and million-dollar verdicts to policy limit settlements and everyday cases that may not reach beyond the thousands, there is no case too large or too small for the attorneys at KNR.

"Simply put, we level the playing field for people injured in accidents," says Managing Partner Rob Nestico. "Our team is experienced in understanding the strategies and tactics of insurance companies and we use that knowledge to fight for every single one of our clients."

Adding another component to KNR's dedication is the firm's commitment to the communities in which their clients live. The entire staff devotes countless hours raising funds and participating in events to benefit charities in Ohio. Last year alone, "Team KNR" donated their own time and money to give away 1,000 Thanksgiving turkeys to needy families and raised over $100,000 for local charities.

For more information about Kisling, Nestico & Redick, visit their website at knrlegal.com.

KNR Kisling, Nestico & Redick
ATTORNEYS AT LAW

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HURT IN A CAR

2016-09-28 MICHAEL-KATHRYN

QUESTIONS PEOPLE HAVE AFTER A CAR ACCIDENT

DON'T TALK TO THE INSURANCE COMPANY, TALK TO US FIRST!

WHO PAYS FOR MY CAR?

When you're in an accident, if the other person was at fault, their insurance company will pay for the damage to your car.

WHO PAYS FOR MY MEDICAL BILLS?

If the other person has insurance, they will pay. If they don't have insurance, make sure you tell us. We can help with this problem.

I'M HURT BUT CAN'T AFFORD TO GO TO THE DOCTOR

When you're in an accident, it's important to go to the emergency room or your family doctor to document your injuries so the insurance company can't say, "they aren't hurt, they didn't even see a doctor." If necessary, we have contacts within the medical field who will wait to get paid from the settlement.

THE PARTY WHO HIT ME HAS NO INSURANCE

If the party at fault has no insurance, but you do, we can usually process a claim with your insurance company who will then get their money back from the person cited. This is called uninsured motorist coverage.

ATTORNEY FEES

The KNR "**NO FEE GUARANTEE**." If we don't get you money, we don't get paid.

MEETING WITH US

If you can't make it to our office, we will come to your house to meet with you and discuss your case.

KNR Kisling, Nestico & Redick
OHIO INJURY ATTORNEYS

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HURT IN A CAR...CALL KNR! 1-800-HURT-NOW (1-800-487-8669)

Summit County Clerk of Courts

From: Holly Tusko <htusko@knrlegal.com>
Sent: Tuesday, June 4, 2013 12:17 PM
To: Intake; Attorneys
Cc: Brandy Lamtman; Rob Nestico
Subject: Referrals

Importance: High

I CANNOT express enough the Importance of making sure that the referred by's are correct (regardless if it's chiros, directs, etc). I have been having to chase these down daily and correct A LOT of them.

If they received a direct mail YOU MUST ASK if they received a red bag on their door or if they received a mailer in their mailbox. They all have DVD's, magnets, etc so you MUST specify red bag or in the mailbox. There is a difference.

Thanks.

1-800 HURT NOW

Holly Tusko
Kisling, Nestico & Redick
Intake Manager
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
39

From: **Brandy Lamtman** brandy@knrlegal com
Subject: Akron Injury
Date: July 17, 2013 at 8:59 PM
To: Prelit Attorney PrelitAttorney@knrlegal com

Today we sent 3 to ASC....please get the next Akron case to Dr. Holland at Akron Injury. Please just make sure it's not a red bag referral and not a current or former client that treated at ASC.

Thanks

Sent from my iPhone

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
38

WILLIAMS000157

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Wednesday, July 24, 2013 10:08 AM
To: Prelit Attorney
Cc: Sarah Rucker
Subject: RE: Chiro Referrals

We need to get one case to Rolling Acres and Summit Injury. Please email me once you've sent a case to them so I can update the rest of the attorneys. Please make sure you do not send a delivery referral to them thoughŠ..these only go to ASC.

Thank you

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com

From: Brandy Lamtman
Sent: Wednesday, July 24, 2013 9:29 AM
To: Prelit Attorney
Cc: Sarah Rucker
Subject: Chiro Referrals
Importance: High

Akron	ASC
Canton	WTC
Cleveland	DSC and NorthCoast Rehab
Toledo	Glass City
Cincinnati	Vernon Place & Werkmore
Columbus	Town & Country
Dayton	Pike Chiropractic
Youngstown	Mahoning Chiropractic

Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008

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PLAINTIFF'S EXHIBIT
39

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Tuesday, March 18, 2014 2:25 PM
To: Attorneys
Cc: Holly Tusko
Subject: Lorain Delivery

Importance: High

We are trying out red bag deliveries in Lorain. All chiro referrals go to Xcell Chiropractic. Please make note of this. Thank you.

Brandy Brewer
Kisling, Nestico & Redick
Director of Operations
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

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PLAINTIFF'S EXHIBIT
40

Subject: FW: Franklin Red Bag Deliveries

From: gpetti@knrlegal.com
To: pettigary@yahoo.com
Date: Tuesday, November 13, 2012, 8:45:58 AM EST

Gary M. Petti

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
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GMP000027

From: Brandy Lamtman
Sent: Tuesday, November 13, 2012 8:39 AM
To: Intake; Attorneys
Cc: Rob Nestico; Holly Tusko
Subject: Franklin Red Bag Deliveries
Importance: High

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
41

Any case that has the referral FRANKLIN RED BAG needs to be referred to Columbus Chiropractic West.

I am also working on another referral list for you for the rest of the week.

Brandy Lamtman

Executive Assistant to Attorney Nestico

Kisling, Nestico, & Redick, LLC

3412 W. Market Street

Akron, Ohio 44333

Phone: 330-869-9007

Fax: 330-869-9008

brandy@knrlegal.com

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Thursday, December 26, 2013 1:21 PM
To: Rob Horton
Cc: Rob Nestico; Holly Tusko; Robert Redick; Sarah Knoch
Subject: Re: [redacted]red bag, no referral, signing with Mike at 3 today
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg

Handled

Sent from my iPhone

On Dec 26, 2013, at 1:01 PM, "Rob Horton" <rhorton@knrlegal.com> wrote:

roger

Regards,

<image001.jpg> *Robert P. Horton*
Kisling, Nestico & Redick
Attorney At Law
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown
<image002.jpg><image003.jpg> <image004.jpg> <image005.jpg>

From: Rob Nestico
Sent: Thursday, December 26, 2013 1:01 PM
To: Rob Horton
Cc: Brandy Brewer; Holly Tusko; Robert Redick; Sarah Knoch
Subject: Re: [redacted]red bag, no referral, signing with Mike at 3 today

Make sure Akron square does not have it as a referral to us

Sent from Rob Nestico

On Dec 26, 2013, at 12:04 PM, "Rob Horton" <rhorton@knrlegal.com> wrote:

Already set up with akron square

Regards,

PLAINTIFF'S EXHIBIT 42
PENGAD 800-631-6989

<image001.jpg> *Robert P. Horton*

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, *et al.*, Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, *et al.*, Defendants.	Case No. 2016-CV-09-3928 Judge James A. Brogan

DEFENDANTS' SECOND AMENDED RESPONSES TO PLAINTIFFS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS

Pursuant to Rule 34 of the Ohio Rules of Civil Procedure, Defendants Kisling, Nestico & Redick, LLC ("KNR"), Alberto R. Nestico, and Robert Redick (collectively "Defendants") object and respond as follows to Plaintiffs' Third Set of Requests for Production of Documents ("Document Requests"):

GENERAL OBJECTIONS

1. Defendants object to Plaintiffs' Document Requests to the extent that they seek information protected by the attorney-client privilege, work product doctrine, the joint defense and common interest privilege, and other applicable privileges and rules. Specifically, some requests of Plaintiffs' Document Requests seek information and communications between Plaintiffs and KNR and between putative class members and KNR that are protected by the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. By filing this

Sandra Kurt, Summit County Clerk of Courts

lawsuit and attaching the Settlement Statement to her Class Action Complaint, Plaintiffs have waived the attorney-client privilege and all other applicable privileges, as those privileges apply to only them, and not to putative class members.

2. Defendants object to the "Instructions" and "Definitions" preceding Plaintiffs' Document Requests on the grounds that they are vague, ambiguous, seek irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, and seek to impose obligations on Defendants that are greater than, or inconsistent with, those obligations imposed by the Ohio Rules of Civil Procedure. Defendants will respond to these Document Requests in accordance with its obligations under the Ohio Rules of Civil Procedure.

3. Defendants object as overly broad and unduly burdensome to the extent that a request for documents seeks information relating to Medical Service Providers or Chiropractors other than Akron Square Chiropractic ("ASC").

4. Defendants object as overly broad and unduly burdensome to the extent a request for documents seeks information relating to Litigation Finance Companies other than Liberty Capital Funding, LLC ("Liberty Capital").

5. Defendants object that there are no date limitations on these requests, which makes them overly broad and unduly burdensome.

6. Defendants object to the extent that requests are based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017).

Sandra Kurt, Summit County Clerk of Courts

7. Defendants object that the terms "investigation fee," "investigative fee," and "investigatory fee" are vague, ambiguous, and undefined. Defendants will interpret these terms to mean the flat fee paid to investigators by KNR that are similar to the $50 fee paid to MRS Investigations, Inc. in Plaintiff Williams' case. All of Defendants' answers to requests involving these terms are based on Defendants' definition of those terms as outlined above.

8. Defendants state that they and the firm's IT vendor cannot conduct Boolean searches.

9. Defendants object that the Document Requests are overly broad and unduly burdensome in that there are no date limitations on the requests.

10. Defendants reserve their right to amend their responses to these Document Requests.

11. Defendants deny all allegations or statements in the Document Requests, except as expressly admitted below.

12. These "General Objections" are applicable to and incorporated in each of Defendants' responses to the Document Requests. Moreover, Defendants' responses are made subject to and without waiving these objections. Failing to state a specific objection to a particular Document Request should not be construed as a waiver of these General Objections.

13. Defendants' discovery responses are made without a waiver of, and with preservation of:

a. All questions as to competency, relevancy, materiality, privilege, and admissibility of the responses and the subject matter thereof as evidence for any purpose in any further proceedings in this action and in any other action;

Sandra Kurt, Summit County Clerk of Courts

b. The right to object to the use of any such responses or the subject matter thereof, on any ground in any further proceedings of this action and in any other action;

c. The right to object on any ground at any time to a demand or request for a further response to the requests or other discovery involving or relating to the subject matter of the Document Requests herein responded to;

d. The right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein and to provide information and produce evidence of any subsequently discovered facts;

e. The right to assert additional privileges; and

f. The right to assert the attorney-client privilege, attorney work product doctrine, or other such privilege as to the discovery produced or the information obtained therefrom, for any purpose in any further proceedings in this action and in any other action.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Please produce the following documents:

1. All documents completing all of the "chain[s] of email" you repeatedly identify in your Answer to the Second Amended Complaint, or supplying the "context" to which emails have been "taken out of" as you repeatedly allege in your Answer. Please organize your response to this request by identifying the paragraph of the Second Amended Complaint to which each document pertains.

   RESPONSE: See documents bates stamped KNR03342-KNR03396.

2. All documents reflecting communications between any Defendant or KNR employee and Ciro Cerrato or Liberty Capital Funding not related to a specific client matter.

   RESPONSE: Defendants have produced documents generated from searches of Rob Nestico's and Robert Redick's electronic mail for "Ciro" or "Cerrato," see documents bates stamped KNR03433-03650.

3. All documents reflecting any financial interest any Defendant or employee of KNR might have had in Liberty Capital Funding.

RESPONSE: There are no responsive documents.

4. All documents reflecting any business or financial benefit Defendants derived from their relationship with Liberty Capital Funding or Ciro Cerrato.

RESPONSE: There are no responsive documents.

5. All documents reflecting Defendants' process or policies for selecting a Litigation Finance Company (including Liberty Capital Funding) to refer to clients for the provision of advances to clients, including but not limited to any internal discussions or discussions with Litigation Finance Companies.

RESPONSE: There are no responsive documents.

6. All documents reflecting efforts by Defendants to assure that the Litigation Finance Company to which they referred clients at any given time was the company providing the most competitive terms and most reliable service.

RESPONSE: There are no responsive documents.

7. All documents reflecting any efforts to determine the financial stability or general quality of Liberty Capital Funding prior to Defendant Nestico asking that his employees recommend them exclusively.

RESPONSE: There are no responsive documents.

8. All documents reflecting payments withheld from client settlements for purposes of satisfying loans made by Liberty Capital Funding, including but not limited to settlement memoranda.

RESPONSE: Objection. Defendants object that this request seeks documents relating to putative class members when the case has yet to be certified as a class action. Plaintiffs are not entitled to documents and information related to putative class members until the case has been certified as a class action. Defendants also object that this request seeks documents that may be subject to the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. Defendants further object that this information seeks confidential and proprietary information. In addition, Defendants object that the request is unduly burdensome and overly broad to the extent that it seeks documents relating to other clients that Plaintiffs' counsel

does not represent. Responding further, to the extent that this request is needed to establish numerosity, Defendants are not contesting numerosity for the Liberty Capital Funding Class (Class C).

9. All documents reflecting how and by whom Liberty Capital Funding obtained the capital necessary to make loans to your client.

RESPONSE: There are no responsive documents.

10. All documents reflecting any payments received from Liberty Capital Funding not specific to any KNR client.

RESPONSE: There are no responsive documents.

11. All documents reflecting both the amount borrowed and the amount repaid for any loan made to a KNR client by Liberty Capital Funding.

RESPONSE: Objection. Defendants object that this request seeks documents relating to putative class members when the case has yet to be certified as a class action. Plaintiffs are not entitled to documents and information related to putative class members until the case has been certified as a class action. Defendants object that this request seeks documents that may be subject to the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. Defendants further object that this information seeks confidential and proprietary information. In addition, Defendants object that the request is unduly burdensome and overly broad to the extent that it seeks documents relating to other clients that Plaintiffs' counsel does not represent. Responding further, to the extent that this request is needed to establish numerosity, Defendants are not contesting numerosity for the Liberty Capital Funding Class (Class C).

12. All documents reflecting any audit, risk analysis modeling or other analytic assessment of Liberty Capital Funding and whether their rates were accordant with the risk of the loans they were making.

RESPONSE: Objection. Defendants object that the terms "audit," "risk analysis modeling," and "analytic assessment" are vague, ambiguous, and undefined. Defendants also object to the extent the request assumes a duty or creates a legal or professional obligation to compare Litigation Finance Companies. Subject to and without waiving these objections, there are no responsive documents.

13. All documents, including e-mails and other communications not officially in the client's "file," regarding or mentioning the named Plaintiffs in this lawsuit.

RESPONSE: Objection. Defendants object that this request seeks documents protected by the attorney-client privilege and work product doctrine. In addition, Defendants object that this request may seek documents that are confidential and proprietary. Subject to and without waiving these objections, Defendants will produce documents based on the search of emails of the assigned attorneys and paralegals using the different iterations of the four named Plaintiffs. Defendants will also produce the client files for each of the four named Plaintiffs. See Documents bates stamped KNR00023-00743 (Plaintiff Williams); KNR00761-01427 (Plaintiff Wright); KNR01428-01682 (Plaintiff Johnson); KNR01683-02199 (Plaintiff Reid); and KNR03279.

14. All schematics, data maps, documentation, user's manuals, or other documents intended to describe the function, content and functionality of Needles as employed by KNR, KNR's EDMS, KNR's accounting system, and KNR's e-mail system.

RESPONSE: See Documents bates stamped KNR02200-03192, the manual for Needles.

15. All documents reflecting a comparison or discussion of the number of referrals made by KNR to a given chiropractor(s) and referrals made by that chiropractor to KNR over any period of time.

RESPONSE: Objection. Defendants object that the term "referrals" is vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. In addition, this request is overly broad and unduly burdensome.

16. All emails sent by KNR's intake department containing a chart of each day's intakes, including which investigator was paid on each intake, with client names, addresses, and phone numbers redacted.

RESPONSE: Objection. Defendants object that this request seeks documents relating to putative class members when the case has yet to be certified as a class action. Plaintiffs are not entitled to documents and information related to putative class members until the case has been certified as a class action. Defendants object that the term "intake department" is vague, ambiguous, and undefined. Defendants further object that this request seeks documents that

may be subject to the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. In addition, Defendants object that this request is overly broad and unduly burdensome.

17. All documents stating or reflecting the reasons why KNR does not pay narrative fees on any minor patient, as set forth in the email cited in Paragraph 60 of the Second Amended Complaint.

RESPONSE: Defendants state that there are no responsive documents.

18. All documents reflecting communications from Defendants to any chiropractor or chiropractor's office where such communications *do not* relate or refer to a specific client/patient.

RESPONSE: Objection. Defendants object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. In addition, this request generally is overly broad and unduly burdensome.

19. All documents reflecting communication with any referring chiropractor(s) regarding trips, retreats, meetings or other occurrences intend to allow for interaction between chiropractors and KNR employees or Defendants.

RESPONSE: Objection. Defendants object that the terms "referring chiropractor(s)" and "other occurrences" are vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. In addition, this request is generally unduly burdensome and overly broad.

20. All documents reflecting an agreement, formal or otherwise, to refer clients to a particular chiropractor or for a particular chiropractor to refer patients to KNR.

RESPONSE: There are no responsive documents.

21. All documents reflecting negotiations with any Chiropractor over referrals.

RESPONSE: Objection. Defendants object that the terms "negotiations" and "referrals" are vague, ambiguous, and undefined. Defendants object as overly broad and unduly burdensome to the extent that this request for documents

seeks information relating to Chiropractors other than ASC. In addition, this request is generally unduly burdensome and overly broad. Subject to and without waiving any objections, there are no responsive documents.

22. All documents reflecting negotiations with any Chiropractor over narrative fees.

RESPONSE: Objection. Defendants object that the term "negotiations" and "narrative fees" are vague, ambiguous, and undefined. Defendants object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. In addition, this request is generally unduly burdensome and overly broad. Subject to and without waiving these objections, there are no responsive documents.

23. All documents, including but not limited to spreadsheets, quantifying the number of referrals to and from specific Chiropractor(s) over time.

RESPONSE: Objection. Defendants object that the term "referrals" is vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. In addition, this request is generally unduly burdensome and overly broad. Subject to and without waiving these objections, Defendants state the following for 2012-2017:

	2012	2013	2014	2015	2016	2017
ASC	440	517	544	584	721	459
KNR	175	231	289	296	316	188

Prior to that date range, it is unduly burdensome to provide the information.

24. All documents reflecting any payment made to any Defendant by any chiropractor.

RESPONSE: Objection. Defendants object that this request incorrectly assumes that there were payments from any Chiropractor to any Defendant. Defendants deny that such payments occurred. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants reimburse ASC for the care of the patient and reimbursement of Dr. Floros for the narrative report (including the medical records) and deposition.

25. All documents reflecting any payment made by any Defendant to any

chiropractor *not associated* with medical services or narrative reports provided to/for a *specific* KNR client.

RESPONSE: Objection. Defendants object that this request incorrectly assumes that there were payments from Any Defendant to any Chiropractor not associated with medical services or narrative reports provided to/for as specific KNR client. Defendants deny such payments occurred. In addition, Defendants object that the term "narrative reports" is vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, there are no responsive documents.

26. All documents reflecting joint advertising or marketing agreements with any chiropractor(s), including but not limited to any agreement regarding the funding of the "Red Bags" placed on the doors of potential clients.

RESPONSE: Objection. Defendants object that this request incorrectly assumes that there were joint advertising or marketing agreements with Chiropractors. Defendants deny such an assumption. In addition, Defendants object that the terms "joint advertising or marketing agreements" and "Red Bags" is vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. Defendants object that the term "business or financial benefit" are vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017). Subject to and without waiving these objections, Defendants state that there are no responsive documents relating to ASC.

27. All documents reflecting KNR's requirements for the content of narrative reports from chiropractors.

RESPONSE: There are no responsive documents. The content of narrative reports varies from case to case and is determined by the attorney handling the file. There is no uniform manner in which narrative reports are requested, as each case is unique and the circumstance may vary depending on nature of injures, age of client, etc.

28. All documents reflecting KNR's basis for believing that narrative reports from chiropractors provide a benefit to their clients in excess of the fee for such

reports.

RESPONSE: Defendants refer Plaintiffs to Plaintiff Reid's narrative report and ASC records, which are bates stamped KNR03193-03225.

29. All documents reflecting discussions, communications or assessments on the value of narrative reports in pursuing personal injury settlements.

RESPONSE: There are no responsive documents. To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents.

30. All documents reflecting solicitations to Chiropractors asking, suggesting, urging or incentivizing them to refer clients to KNR.

RESPONSE: There are no responsive documents.

31. All documents reflecting contracts or payments made by KNR for services in obtaining contact information for individuals recently involved in auto accidents.

RESPONSE: Objection. Defendants object that the term "services" is vague, ambiguous, and undefined. Defendants also object that this request is overly broad and unduly burdensome. Defendants further object that this request seeks irrelevant documents not likely to lead to the discovery of admissible evidence.

32. All documents reflecting contracts or payments made by KNR, directly or indirectly, for any advertising, including but not limited to mailings and material left on potential clients' doors, that did not bear the name of KNR or any Defendant.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents not likely to lead to the discovery of admissible evidence. Defendants also object that this request is overly broad and unduly burdensome. Subject to and without waiving these objections, there are no responsive documents.

33. All job descriptions, policies, or procedures related to the obtaining of contact information for individuals recently involved in auto accidents.

RESPONSE: Objection. Defendants object that the terms "job descriptions,"

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"policies, and "procedures" are vague, ambiguous, and undefined. Defendants further object that this request seeks irrelevant documents not likely to lead to the discovery of admissible evidence.

34. All documents reflecting payments made by any Defendant for postage or materials used in mailings sent by any Chiropractor.

RESPONSE: Objection. Defendants object that this request incorrectly assumes that Defendants paid for postage or other materials used in Chiropractor mailings. Defendants deny such an assumption. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to Chiropractors other than ASC. Subject to and without waiving these objections, Defendants state that there are no responsive documents.

35. All documents reflecting any input provided by any Defendant into the content or design of any mailing sent by any Chiropractor.

RESPONSE: Defendants state that there are no responsive documents.

36. All e-mails sent or received by Defendants Nestico or Redick regarding intake procedures or referrals.

RESPONSE: Objection. Defendants object that the terms "intake procedures" and "intake referrals" are vague, ambiguous, and undefined. Defendants further object that this request is overly broad and unduly burdensome to the extent that it has no date limitation. In addition, Defendants object that the request is generally overly broad and unduly burdensome.

37. All documents directing intake attorneys to steer clients to a particular Chiropractor.

RESPONSE: Periodically, KNR intake attorneys received email correspondence directing them to refer clients to particular chiropractors in various geographic areas based upon numerous factors. The same information was posted on the "whiteboard" for attorney reference. Typically the email communication contained the subject line of "Chiro Referrals" and came from the email box of Brandy Brewer. Defendants have searched the email box of Brandy Brewer for communications with the subject line "Chiro Referrals" and will produce all responsive documents. Defendants further refer Plaintiffs' to Defendants' First Amended Responses to Plaintiffs' Second Set of Interrogatories, Interrogatory Nos. 6 and 7.

38. All documents advising intake attorneys to tell KNR clients or potential clients that going to a medical provider other than the one being suggested by KNR will negatively impact the client or potential client's case.

RESPONSE: There are no responsive documents. To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents.

39. All documents reflecting KNR's employment (whether as a provider or contractor) at any time of an "investigator" or individual whose job involved going to the homes or workplaces of prospective clients to obtaining signatures or documents.

RESPONSE: RESPONSE: Objection. Defendants object that the terms "provider" and "employment" are vague, ambiguous, and undefined. Defendants further object as overly broad and unduly burdensome to the extent that this request for documents seeks information relating to investigators other than MRS Investigations, Inc. and AMC Investigations, Inc., which are independent contractors. In addition, Defendants object that this request is overly broad and unduly burdensome to the extent that it has no date limitation. In addition, this request is generally unduly burdensome and overly broad. Subject to and without waiving these objections, Defendants will produce documents. See documents bates stamped KNR03226-03277. Client names and identifying information have been redacted in these documents.

40. All documents reflecting KNR payments to contract investigators for work done on prospective client matters that do not result in the client signing a contract with KNR.

RESPONSE: Defendants object that this request seeks documents that may be subject to the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. Defendants further object that this information seeks confidential and proprietary information. In addition, Defendants object that the request is unduly burdensome and overly broad to the extent that it seeks documents relating to other clients. Subject to and without waiving these objections, there are no responsive documents. Responding further, investigators do not investigate claims of individuals who are not clients of the firm.

41. All documents containing or reflecting policies and procedures regarding when an "investigation fee" should be charged.

RESPONSE: There are no responsive documents. To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents.

42. All versions of fee agreements that KNR has used with its clients since the firm's inception.

RESPONSE: Objection. Defendants object that this request is overly broad and unduly burdensome in that it requests documents dating back to the inception of KNR. Defendants also object that this request seeks confidential and proprietary information. Defendants object that the term "business or financial benefit" are vague, ambiguous, and undefined. Defendants further object that this request is based on illegally obtained documents. Subject to and without waiving these objections, Defendants have previously produced sample versions of fee agreements after 2009. See documents bates stamped KNR00001-00020.

43. All documents containing or reflecting policies and procedures on when and how to use an "investigator" on a client or potential client matter.

RESPONSE: There are no responsive documents. To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents.

44. All documents relating or referring to "sign up" fees or "SU" fees including all policies and procedures regarding when a "sign up" fee or "SU" fee should be charged.

RESPONSE: Defendants have produced non-privileged documents generated from electronic searches using the terms "Sign up fee" and "SU fee," see documents bates stamped KNR03228-KNR03329.

45. All documents containing or reflecting policies and procedures on when and how to request a "narrative" report from a Chiropractor.

RESPONSE: There are no responsive documents. To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to

Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents. Defendants further state there is no uniform manner in which narrative reports are requested, as each case is unique and the circumstance may vary depending on nature of injures, age of client, etc.

46. All documents containing or reflecting policies and procedures regarding the referral of KNR clients to chiropractors or other Medical Service Providers.

RESPONSE: See response to request number 37. Further answering, to the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents. Defendants further refer Plaintiffs' to Defendants' First Amended Responses to Plaintiffs' Second Set of Interrogatories, Interrogatory Nos. 6 and 7.

47. All documents containing or reflecting policies and procedures regarding obtaining referrals of clients from chiropractors or other Medical Service Providers.

RESPONSE: See response to request number 37. Further answering, to the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents. Defendants further refer Plaintiffs' to Defendants' First Amended Responses to Plaintiffs' Second Set of Interrogatories, Interrogatory Nos. 6 and 7.

48. All documents containing or reflecting policies and procedures regarding when a narrative fee should be charged and how to determine if a particular charge is reasonable.

RESPONSE: See document bates stamped KNR03278 (attorney's eyes only). To the extent Plaintiffs construe the illegally obtained documents, including those attached as exhibits to Plaintiffs' Motion for Leave to File Second Amended Complaint, as responsive to this request, Plaintiffs are already in possession of said documents.

49. All documents containing or reflecting policies and procedures relating to handling calls from potential new clients.

RESPONSE: Objection. Defendants object that the terms "policies," "procedures," and "handling" are vague, ambiguous, and undefined. Defendant further objects that this request is overly broad and unduly burdensome in that it has no date limitation. Also, this request is generally unduly burdensome and overly broad. In addition, Defendants object that this request seeks a training manual that is proprietary and confidential information. Defendants will not produce this document.

50. All documents containing or reflecting policies and procedures related to new case intake.

RESPONSE: Objection. Defendants object that the terms "policies," "procedures," and "intake" are vague, ambiguous, and undefined. Defendant further objects that this request is overly broad and unduly burdensome in that it has no date limitation. Also, this request is generally unduly burdensome and overly broad. In addition, Defendants object that this request seeks a training manual that is proprietary and confidential information. Defendants will not produce this document.

51. All documents containing or reflecting policies and procedures identified in your response to any Interrogatory served by Plaintiffs in this lawsuit.

RESPONSE: Objection. Defendants object that this request does not identify the specific policy or procedure. In addition, Defendants object that this request is overly broad and unduly burdensome.

52. All documents supporting the truth of your response to any Interrogatory served by Plaintiffs in this lawsuit.

RESPONSE: Objection. Defendants object that this request does not identify the specific policy or procedure. In addition, Defendants object that this request is overly broad and unduly burdensome. Defendants will supplement if appropriate.

53. All documents supporting the truth of your denial of any Request for Admission served by Plaintiffs in this lawsuit.

RESPONSE: Objection. Defendants object that this request is overly broad and unduly burdensome. Defendants will supplement if appropriate.

54. All documents regarding "quotas" of any type.

RESPONSE: Objection. Defendants object that this request is confusing and unintelligible. Defendants further object that the phrase "quotas of any type" is vague, ambiguous, and undefined.

55. Gary Petti's employment file, including all documents reflecting evaluations of Petti's performance and all documents relating to the reasons for KNR's termination of Petti's employment.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not likely to lead to the discovery of admissible evidence. Defendants further object that to produce the responsive documents will require written approval of Gary Petti.

56. Rob Horton's employment file, including all documents reflecting evaluations of Horton's performance and all documents relating to the reasons for KNR's termination of Horton's employment.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not likely to lead to the discovery of admissible evidence. Defendants further object that to produce the responsive documents will require written approval of Robert Horton.

57. All documents, including but not limited to job descriptions, describing the responsibilities and means of assessment for KNR's "Intake Manager."

RESPONSE: There are no responsive documents.

58. All documents, including but not limited to job descriptions, describing the responsibilities and means of assessment for KNR's "Executive Assistant to Attorney Nestico."

RESPONSE: There are no responsive documents.

59. All documents, including but not limited to job descriptions, describing the responsibilities and means of assessment for KNR's "Director of Operations."

RESPONSE: There are no responsive documents.

60. All discovery requests and written discovery responses served by all parties to

the lawsuit *Kisling Nestico & Redick, LLC v. James E. Fonner*, Franklin County Common Pleas Case No. 15-CV-003216.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not reasonably calculated to lead to the discovery of admissible evidence.

61. All documents, including emails, text messages, or demand letters, reflecting or containing threats of litigation, or the suggestion of the possibility of litigation, by any Defendant against any Medical Service Provider or other attorney or law firm, including attorneys who work or worked for KNR.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not reasonably calculated to lead to the discovery of admissible evidence.

62. All documents relating to Naomi Wright, including relating to any disclosures made to Wright regarding KNR's ongoing business/referral relationship with Akron Square Chiropractic.

RESPONSE: See response to Request No. 13, above. See documents bates stamped KNR00761-01427 (Plaintiff Wright).

63. All documents relating to Matthew Johnson, including relating to any disclosures made to Johnson regarding KNR's ongoing business/referral relationship with Liberty Capital Funding.

RESPONSE: Objection. Defendants object that this request seeks confidential and proprietary information. Subject to and without waiving these objections, see response to Request No. 13. See documents bates stamped KNR01428-01682 (Plaintiff Johnson).

64. All documents reflecting communications with "Attorney at Law Magazine."

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not likely to lead to the discovery of admissible evidence.

65. All documents reflecting payments of any kind to "Attorney at Law Magazine."

RESPONSE: Objection. Defendants object that this request seeks irrelevant

documents that are not likely to lead to the discovery of admissible evidence.

66. All documents reflecting or containing policies and procedures regarding reviews on Google, Facebook, and other websites, including all documents reflecting any instructions or suggestions to employees regarding these reviews.

RESPONSE: Objection. Defendants object that this request seeks irrelevant documents that are not likely to lead to the discovery of admissible evidence.

As to objections,

Respectfully submitted,

James M. Popson (0072773)
Sutter O'Connell
1301 East 9th Street
3600 Erieview Tower
Cleveland, OH 44114
(216) 928-2200 phone
(216) 928-4400 facsimile
jpopson@sutter-law.com

/s/ R. Eric Kennedy
R. Eric Kennedy (0006174)
Daniel P. Goetz (0065549)
Weisman Kennedy & Berris Co LPA
101 W. Prospect Avenue
1600 Midland Building
Cleveland, OH 44115
(216) 781-1111 phone
(216) 781-6747 facsimile
ekennedy@weismanlaw.com
dgoetz@weismanlaw.com

/s/ Thomas P. Mannion
Thomas P. Mannion (0062551)
Lewis Brisbois
1375 E. 9th Street, Suite 2250
Cleveland, Ohio 44114
(216) 344-9467 phone
(216) 344-9241 facsimile
Tom.mannion@lewisbrisbois.com

Counsel for Defendants

CERTIFICATE OF SERVICE

A copy of the foregoing Defendants' Second Amended Responses to Plaintiffs' Third Set of Requests for Production of Documents to All Defendants was sent this 17th day of September, 2018 to the following via electronic Mail:

Peter Pattakos
Daniel Frech
The Pattakos Law Firm, LLC
101 Ghent Road
Fairlawn, Ohio 44333
peter@pattakoslaw.com
dfrech@pattakoslaw.com

Counsel for Plaintiff

Joshua R. Cohen
Cohen Rosenthal & Kramer LLP
3208 Clinton Avenue
1 Clinton Place
Cleveland, Ohio 44113-2809
jcohen@crklaw.com

Shaun H. Kedir
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, D.C.

James M. Popson (0072773)

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, *et al.*, Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, *et al.*, Defendants.	Case No. 2016-CV-09-3928 Judge James A. Brogan **RESPONSES TO Plaintiffs' Fifth Set of Interrogatories, Seventh Set of Requests for Production of Documents, and Fifth Set of Requests for Admission to the KNR Defendants**

Now come Defendants, and for their Responses to Plaintiffs' Fifth Set of Interrogatories, Seventh Set of Requests for Production of Documents and Fifth Set of Requests for Admission, state as follows:

GENERAL OBJECTIONS

1. Defendants object to Plaintiffs' Interrogatories and Document Requests to the extent that they seek information protected by the attorney-client privilege, work product doctrine, the joint defense and common interest privilege, and other applicable privileges and rules. Specifically, some requests of Plaintiffs' Document Requests seek information and communications between Plaintiffs and KNR and between putative class members and KNR that are protected by the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. By filing this lawsuit and attaching the Settlement Statement to her Class Action Complaint, Plaintiffs have waived the attorney-client privilege and all other applicable privileges, as those privileges apply to only them, and not to putative class members.

2. Defendants object to the "Instructions" and "Definitions" preceding Plaintiffs' Interrogatories and Document Requests on the grounds that they are vague, ambiguous, seek

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irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, and seek to impose obligations on Defendants that are greater than, or inconsistent with, those obligations imposed by the Ohio Rules of Civil Procedure. Defendants will respond to these Document Requests in accordance with its obligations under the Ohio Rules of Civil Procedure.

3. Defendants object that there are no date limitations on these requests, which makes them overly broad and unduly burdensome.

4. Defendants object to the extent that requests are based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. See *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017).

5. Defendants object that the terms "investigation fee," "investigative fee," and "investigatory fee" are vague, ambiguous, and undefined. Defendants will interpret these terms to mean the flat fee paid to investigators by KNR that are similar to the $50 fee paid to MRS Investigations, Inc. in Plaintiff Williams' case. All of Defendants' answers to requests involving these terms are based on Defendants' definition of those terms as outlined above.

6. Defendants reserve their right to amend their responses to these Interrogatories and Document Requests.

7. Defendants deny all allegations or statements in the Document Requests, except as expressly admitted below.

8. These "General Objections" are applicable to and incorporated in each of Defendants' responses to the Interrogatories and Document Requests. Moreover, Defendants' responses are made subject to and without waiving these objections. Failing to state a specific objection to a particular Document Request should not be construed as a waiver of these General Objections.

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9. Plaintiff has exceeded the maximum number of interrogatories permitted under the Rules of Civil Procedure.

10. Defendants' discovery responses are made without a waiver of, and with preservation of:

a. All questions as to competency, relevancy, materiality, privilege, and admissibility of the responses and the subject matter thereof as evidence for any purpose in any further proceedings in this action and in any other action;

b. The right to object to the use of any such responses or the subject matter thereof, on any ground in any further proceedings of this action and in any other action;

c. The right to object on any ground at any time to a demand or request for a further response to the requests or other discovery involving or relating to the subject matter of the Interrogatories and Document Requests herein responded to;

d. The right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein and to provide information and produce evidence of any subsequently discovered facts;

e. The right to assert additional privileges; and

f. The right to assert the attorney-client privilege, attorney work product doctrine, or other such privilege as to the discovery produced or the information obtained therefrom, for any purpose in any further proceedings in this action and in any other action.

Answers to Interrogatories

1. Identify the year in which you first began referring KNR clients to Dr. Sam Ghoubrial for treatment.

ANSWER: 2010.

2. Identify all corporations or entities to which KNR client proceeds were sent by the KNR firm to pay for services rendered by Dr. Ghoubrial.

ANSWER: Payments were made to Clearwater Billing Services, LLC, for medical services

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provided by Dr. Ghoubrial and other doctors working in the same practice. Payment for deposition time and narrative reports were paid to Dr. Sam N. Ghoubrial, M.D.

3. Identify the number of KNR clients who have received treatment or medical supplies from Dr. Ghoubrial payment for which was deducted from the settlements of the matters in which KNR represented the clients.

ANSWER: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case, nor is it related to any issue bearing on class certification. In order to provide a response to this interrogatory, Defendants would have to review all individual client files billed through Clearwater to determine which doctors treated specific clients of KNR and what treatment was provided.

4. Identify the number of KNR clients who have had payments to any of the entities named in your answer to Interrogatory No. 2 deducted from the settlements of the matters in which KNR represented the clients.

ANSWER: See response to Interrogatory No. 3.

5. Identify every Medical Service Provider to whom narrative reports were requested and narrative fees paid automatically as described in your response to Plaintiffs' Second Set of Interrogatories No. 9, including by identifying the time period during which this policy applied to each Provider. *See also, e.g.*, Gobrogge dep. tr. at 292–297, Ex. 32; 298–313, Ex. 33; 340–341, Ex. 40; 346:13–21, Ex. 44.

ANSWER: Following a request by the assigned attorney or paralegal for an individual file, and upon receipt of the narrative report, the narrative fee is paid automatically in the amount negotiated with certain medical service providers. There was no "policy" as assumed by the interrogatory. The Medical Service Providers identified in Gobrogge dep. tr. at 292–297, Ex. 32; 298–313, Ex. 33; 340–341, Ex. 40; 346:13–21, Ex. 44, agreed to provide reports upon request for KNR clients at a flat rate agreed to by the Medical Care Service Provider.

6. Identify the number of narrative fees described in Interrogatory No. 5 above that were paid to the Medical Service Providers from KNR clients' settlement proceeds.

ANSWER: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case. In order to provide a response to this interrogatory, Defendants would have to review each and every settlement memorandum for each and every client in the history of the law firm to "identify the number of narrative fees described in Interrogatory No. 5 that were paid from KNR clients' settlement proceeds." The request is further not limited by any

time frame. Without waiving this objection, Defendants state the any fee for a narrative report from a Medical Service Provider is a cost advanced by KNR, and only deducted provided there was a recovery. Further, attorney fees were often reduced sufficient to cover all costs incurred.

7. Identify the total amount of the narrative fees identified in your response to Interrogatory No. 6, above.

ANSWER: See response to Interrogatory No. 6.

8. Identify the number of KNR clients who have had payments to Liberty Capital deducted from the settlements of any matters in which KNR represented the clients.

ANSWER: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case. In order to provide a response to this interrogatory, Defendants would have to review each and every settlement memorandum for each and every client with a loan from Liberty Capital to determine if payments were deducted from Settlement proceeds of a client. The request is further not limited by any time frame.

9. Identify the total amount of the payments described in Interrogatory No. 8, above.

ANSWER: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case. In order to provide a response to this interrogatory, Defendants would have to review each and every settlement memorandum for each and every client with a loan from Liberty Capital to determine if payments were deducted from Settlement proceeds of a client. The request is further not limited by any time frame. Moreover, the "total amount paid" would not be representative of the amount of interest and fees, if any, paid by a client on a particular matter.

10. Identify all policies and procedures reflecting KNR's review and retention of billing records relating to the treatment of KNR clients by Medical Service Providers.

ANSWER: Defendants state that KNR maintains its documents in accordance with its ethical obligations of retaining hard copy files for at least seven years. See Second Amended Responses to Plaintiffs' First Set of Request for Production of Documents to All Defendants, Request no. 10.

Responses to Requests for Production

1. Please produce all documents that substantiate your responses to the Interrogatories above.

RESPONSE: Defendant incorporates by reference any objections made in response to

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Interrogatories 1-10 above. Without waiving these objections, see Gobrogge dep. tr. at 292–297, Ex. 32; 298–313, Ex. 33; 340–341, Ex. 40; 346:13–21, Ex. 44.

2. Please produce all documentation reflecting payments to investigators for work described in Plaintiffs' Third Set of Interrogatories No. 6 and your answer to that Interrogatory.

   RESPONSE: See response and objection to Interrogatory No. 6.

3. Please produce all documents reflecting any efforts by any Defendant to "vet chiropractors" as described in your answer to Plaintiffs' Second Set of Interrogatories No. 6.

   RESPONSE: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case, nor is it related to any issue bearing on class certification. Further, Defendant does not store documents in a manner conducive to identifying responsive documents, if any exist. Vetting of chiropractors is an ongoing process that is not "documented," and involves input from individuals including but not limited to KNR attorneys, staff, other medical care providers, and even clients who have treated with a particular chiropractor. KNR prefers to refer clients to medical care providers, including chiropractors who will provide quality service under a letter of protection if necessary, assist patients with transportation, are located in geographically convenient areas for clients, provide narrative reports for a reasonable fee, and negotiate bills in the event of a reduced recovery – all for the benefit of the client in exercising professional judgment.

4. Please produce all documents reflecting KNR's efforts to "encourage its attorneys to explain to clients the benefits of receiving proper medical care from appropriate Medical Service Providers" as described in your response to Plaintiffs' Second Set of Requests for Admission No. 22.

   RESPONSE: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case, nor is it related to any issue bearing on class certification. Further, Defendant does not store documents in a manner conducive to identifying responsive documents, if any exist. KNR's efforts to "encourage its attorneys to explain to clients the benefits of receiving proper medical care from appropriate Medical Service Providers" is an ongoing process that is not "documented," and involves individual conversations among attorneys, staff and clients.

5. Please produce all documents that refer in any way to Robert Roby.

   RESPONSE: Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence, nor is it related to any issue bearing on class certification, nor does the information sought "overlap" with any issue relayed to class certification. The request also seeks access to documents in the individual privileged

files of any client matter that may have involved Mr. Roby. Without waiving this objection, defendant has otherwise identified the following documents responsive to this request: KNR 0420-0425 (privileged information redacted).

6. Please produce all documents consisting of or reflecting any criticism raised by any KNR attorney or employee about the firm's practice of referring its clients to Dr. Ghoubrial or any other Medical Service Provider, including concerns about insurance companies' views of the treatment provided by Dr. Ghoubrial or any other such Provider.

RESPONSE: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case, nor is it related to any issue bearing on class certification. Further, Defendant does not store documents in a manner conducive to identifying responsive documents. Defendant is otherwise aware of the following documents:

GMP000012-000013, KNR 0420-0425 (privileged information redacted).

7. Please produce all documents discussing or relating to the reasons why KNR terminated the employment of Amanda Lantz and Kelly Phillips.

RESPONSE: Objection. This request is unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and is disproportionate to the needs of the case, nor is it related to any issue bearing on class certification or the underlying claims. Further, Defendant will not release documents regarding former employees' termination.

Responses to Requests for Admission

1. Admit that the firm reviews the billing and medical records from every Medical Service Provider who provides treatment to KNR clients that is paid for from the clients' KNR settlement.

RESPONSE: Denied. "The firm" does not review the billing and medical records from every Medical Service Provider who provides treatment to KNR clients that is paid for from the clients' KNR settlement because "the firm" is not engaged in the practice of law. Billing and medical records from Medical Service Providers are reviewed by the individual attorney responsible for a particular case.

2. Admit that the firm retains the billing and medical records from every Medical Service Provider who provides treatment to KNR clients that is paid for from the clients' KNR settlement.

RESPONSE: Denied as stated. Defendant admits only that KNR maintains its documents in accordance with its ethical obligations of retaining hard copy files for at least seven years.

Sandra Kurt, Summit County Clerk of Courts

As to objections,

James M. Popson

Respectfully submitted,

James M. Popson (0072773)
Sutter O'Connell
1301 East 9th Street
3600 Erieview Tower
Cleveland, OH 44114
(216) 928-2200 phone
(216) 928-4400 facsimile
jpopson@sutter-law.com

R. Eric Kennedy (0006174)
Daniel P. Goetz (0065549)
Weisman Kennedy & Berris Co LPA
101 W. Prospect Avenue
1600 Midland Building
Cleveland, OH 44115
(216) 781-1111 phone
(216) 781-6747 facsimile
ekennedy@weismanlaw.com
dgoetz@weismanlaw.com

Thomas P. Mannion (0062551)
Lewis Brisbois
1375 E. 9th Street, Suite 2250
Cleveland, Ohio 44114
(216) 344-9467 phone
(216) 344-9241 facsimile
Tom.mannion@lewisbrisbois.com

Counsel for Defendants

CERTIFICATE OF SERVICE

A copy of the foregoing Defendants' Responses to Plaintiffs' Fifth Set of Interrogatories, Seventh Request for Production of Documents and Fifth Requests for Admissions were sent this 4th day of December, 2018 to the following via electronic and Regular U.S. Mail:

Peter Pattakos
THE PATTAKOS LAW FIRM, LLC
101 Ghent Road
Fairlawn, Ohio 44333
peter@pattakoslaw.com

Counsel for Plaintiff

Joshua R. Cohen
COHEN ROSENTHAL & KRAMER LLP
3208 Clinton Avenue
1 Clinton Place
Cleveland, Ohio 44113-2809
jcohen@crklaw.com

Shaun H. Kedir
KEDIR LAW OFFICES LLC
1400 Rockefeller Building
614 West Superior Avenue
Cleveland, Ohio 44113
shaunkedir@kedirlaw.com

Counsel for Defendant Minas Floros, D.C.

Bradley J. Barmen
LEWIS BRISBOIS BISGAARD & SMITH LLP
1375 E. 9th Street, Suite 2250
Cleveland, Ohio 44114
Brad.barmen@lewisbrisbois.com

Counsel for Defendant Dr. Sam Ghoubrial

James M. Popson (0072773)

Sandra Kurt, Summit County Clerk of Courts

Brandy R. Gobrogge

From: Rob Nestico
Sent: Thursday, October 16, 2014 2:41 PM
To: Kelly Phillips
Cc: Paul W. Steele; John Reagan; Brandy Brewer
Subject: Re: Clearwater

No the e-mail was well received and like I said good to know what is being said but don't let them push you or your clients around with a bunch of BS. If you run into those problems this is why we have a litigation department. Sue them EVERY TIME!!!!

Sent from Attorney Rob Nestico

On Oct 16, 2014, at 1:56 PM, Kelly Phillips <Kphillips@knrlegal.com> wrote:

> Well clearly my e-mail was not received in the manner it was intended. You have my apologies for that. Was just trying to let you know what I was seeing. Lesson learned. Have a great afternoon!

Kelly Phillips
Kisling, Nestico & Redick
<image001.jpg> ***Attorney***
2550 Corporate Exchange Drive, Columbus, Ohio 43231
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron,
Canton,
Cleveland,
Cincinnati,
Columbus,
Dayton, Toledo &
Youngstown <image002.gif><image003.png><image004.gif><image005.gif><image

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From: Rob Nestico
Sent: Thursday, October 16, 2014 1:48 PM
To: Kelly Phillips; Paul W. Steele
Cc: John Reagan; Brandy Brewer
Subject: RE: Clearwater

Kelly:

I appreciate the concern but we have considered this issue. I am glad you are thinking about these issues however, that is all the defense perspective. Are we not considering our client's interest when they have signed an LOP and could get sued by Clearwater or Dryfuss, or any other dr the ins. Co. does not agree with their bill? Are we not negotiating with EVERY provider not just Clearwater to help the

client and us get paid. Clearwater is treated no differently than any other provider we deal with that has an LOP.

If it wasn't for MD's willing to do this work who would care for these victims? The Ins. Co. would just find some other excuse not to pay bills and increase their bottom line.

I have taken down Nationwide before and we will do it again if necessary.

In fact, ask yourself why ALL of these companies have paid the Dr either directly his full bill when there is no lawyer or MP has paid us his bill and others in full, but yet on a 3rd party case they raise this BS.

You need to argue the necessity of the treatment and the Dr's credentials, the facts of your case. You were hired to be an ADVOCATE not a puppet for the insurance company. Any discussion of not considering a Dr's bill will result in litigation even if that means EVERY nationwide case. These are MY directives.

You can't fear them and anytime they want to bring litigation my way I will be happy to take that task on.

Ask yourself these questions and ask any of the litigators in your office when have these bills not been awarded by Jurors. If your case is good on facts i.e. impact ,ER, Chiro and MD with a good witness then we litigate the case. PERIOD.

Rest assured you are not the first person to come from the Insurance Defense side, including myself and John Reagan to mention a few. As discussed in our interview you can either make the mental shift or you can't and that is left to be seen. I and plenty of others have made the shift and realize how poorly Insurance Companies as a whole treat people. Anything to increase their bottom line they will say. Speak to Carla Cornicelli in our office, former HEAD of ALLSTATE SIU or Jimmylee Hoover also from Allstate.

A bigger question you should ask your self is, are these people all lying ? Are the ER Dr's lying, chiro's lying, Medical Dr's lying, and are we lying? If you answer an of these questions YES then you need to reconsider your choice of employment.

I hope this answers your questions and if not we can discuss this further.

Alberto R. Nestico
Kisling, Nestico & Redick
<image001.jpg> *Attorney*
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

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Brandy R. Gobrogge

From: Kelly Phillips
Sent: Tuesday, December 02, 2014 9:23 AM
To: Rob Nestico; Paul W. Steele
Subject: RE: Settlement Figures for Approval [redacted]

Client does not have MP.

Here is the response from American Family regarding reductions:

Dear Attorney Phillips:
We have had a chance to review and evaluate the demand packet for your client [redacted] with the assistance of our Medical Services Department.

The frequency and length of care submitted by Town and Country Chiropractic is excessive for this type of soft tissue back injury. Per Procedural Utilization Facts 6th Edition, the typical length of chiropractic treatment for a lumbar strain would be a maximum of 8 weeks and 15 visits. According to your submission, [redacted] had 17 visits in the first 8 weeks of treatment, and we will therefore consider that as valid. We have deducted some procedures due to an unlisted modality and hot/cold packs beyond the first month as these are both not generally accepted. In addition, Dr. Ghoubrial's office charge for $350.00 has been deducted since this is already included in the global procedure/surgery charge (injections). In addition, the charges for injections have been reduced for usual and customary.

The total accepted medical bills for eight weeks of care is $2,005.00. We are offering to settle this claim for $3,805.00. Please convey this offer to your client and contact me. Thank you.

Respectfully,
Jane F Pedersen
Casualty Claim Adjuster II
American Standard Insurance Company of Ohio
1-800-MYAMFAM (1-800-692-6326) X 800-692-6326 x48115
jpederse@amfam.com

Kelly Phillips
Kisling, Nestico & Redick
Attorney
2550 Corporate Exchange Drive, Columbus, Ohio 43231
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

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From: Rob Nestico
Sent: Tuesday, December 02, 2014 9:15 AM
To: Kelly Phillips; Paul W. Steele
Subject: RE: Settlement Figures for Approval [redacted]

Get something in writing from them regarding Clearwater. Is there any MP?

Alberto R. Nestico
Kisling, Nestico & Redick
Attorney
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

From: Kelly Phillips
Sent: Tuesday, December 02, 2014 9:05 AM
To: Rob Nestico; Paul W. Steele
Subject: Settlement Figures for Approval

REFERRED BY T&C

***American Family only crediting 300 of Clearwater bill citing duplication of billing, and usual & customary

4305
Costs 187.05
Clearwater 600 on 1380
T&C 1570.95 on 4128.84
KNR 947.00
Client 1000.00

Kelly Phillips
Kisling, Nestico & Redick
Attorney
2550 Corporate Exchange Drive, Columbus, Ohio 43231
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

From: Kelly Phillips
Sent: Thursday, October 16, 2014 12:53 PM
To: Rob Nestico; Paul W. Steele
Subject: Clearwater

Gentlemen,

Please know that I am not questioning what is going on here, nor am I trying to overstep my bounds. I fully understand my place in the organization. This e-mail is for informational purposes only.

I am now 5 for my last 5 with Nationwide cases where they are flat out refusing to consider anything related to Clearwater. At least when Progressive refuses, they offset with generosity in the general damages. Nationwide is not. Basically, I was told that if I am going to file on the case I was discussing then I better be prepared to file a whole lot of lawsuits. Clearly the Nationwide adjusters have received some form of a directive.

This brings about some concern. In some cases, it makes settlement a near financial impossibility. At the very least, it is taking money out of our client's pocket, and ours. I am a bit concerned with the ethical dilemma this creates. It is not difficult to make an argument that we are treating Clearwater's interests as equal to our clients. If we get a savvy client, we could find ourselves in some trouble. We are playing awful close to the fire. This is especially true when you factor in what Grange is trying to accomplish. Don't make the mistake of assuming that Nationwide and Grange are not in a coordinated effort, or at least having discussions regarding their individual approaches. On the insurance side, I was intimately involved in a coordinated effort to take down a large KY Chiropractic Operation and the firms that were heavily involved with said operation. FYI, Atty. Rob Roby played a bit of a role as well. His role was large enough that he was at least able to garner a blueprint as to how to attack such an operation. It is kind of like a "Raptor" approach....One works the head while the other works the body.

In my experience, when you are running an organization that continues to grow at unprecedented rates, you must regularly stop and take stock in what is happening around you. I am not suggesting that you are not. I am simply saying that given my experience, I am seeing some things that are bringing about concern.

Let me make myself clear, I am a member of your team. I am simply trying to protect you. That is the only reason I am bringing this to your attention. I can only assume you hired me largely because of my insurance/SIU experience. I am simply trying to convey some of my concerns based on that experience.

Please feel free to diregard this e-mail if you'd like, or call should you want to discuss further.

Respectfully,

Kelly Phillips
Kisling, Nestico & Redick
<image001.jpg> ***Attorney***
2550 Corporate Exchange Drive, Columbus, Ohio 43231
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron,
Canton, <image002.gif><image003.png><image004.gif><image005.gif><image

Cleveland,
Cincinnati,
Columbus,
Dayton, Toledo &
Youngstown

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, *et al.*, Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, *et al.*, Defendants.	Case No. 2016-CV-09-3928 Judge James A. Brogan

DEFENDANTS' FIRST AMENDED RESPONSES TO PLAINTIFFS' SECOND SET OF INTERROGATORIES

Pursuant to Rule 33 of the Ohio Rules of Civil Procedure, Defendants Kisling, Nestico & Redick, LLC ("KNR"), Alberto R. Nestico, and Robert Nestico (collectively "Defendants") object and respond as follows to Plaintiffs' Second Set of Interrogatories ("Interrogatories"):

GENERAL OBJECTIONS

1. Defendants object to Plaintiffs' Interrogatories to the extent that they seek information protected by the attorney-client privilege, work product doctrine, the joint defense and common interest privilege, and other applicable privileges and rules. Specifically, some requests of Plaintiffs' Interrogatories seek information and communications between Plaintiffs and KNR and between putative class members and KNR that are protected by the attorney-client privilege, work product doctrine, ethical and professional rules governing attorneys, or other applicable privileges. By filing this

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lawsuit and attaching the Settlement Statement to the Class Action Complaint, Plaintiffs have waived the attorney-client privilege and all other applicable privileges, as those privileges apply to only them, and not to putative class members.

2. Defendants object to the "Instructions" and "Definitions" preceding Plaintiffs' Interrogatories on the grounds that they are vague, ambiguous, seek irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, and seek to impose obligations on Defendants that are greater than, or inconsistent with, those obligations imposed by the Ohio Rules of Civil Procedure. Defendants will respond to these Interrogatories in accordance with its obligations under the Ohio Rules of Civil Procedure.

3. Defendants object as overly broad and unduly burdensome to the extent that an interrogatory seeks information and documents relating to Medical Service Providers or Chiropractors other than Akron Square Chiropractic ("ASC").

4. Defendants object as overly broad and unduly burdensome to the extent an interrogatory seeks information and documents relating to Litigation Finance Companies other than Liberty Capital Funding, LLC ("Liberty Capital").

5. Defendants object that there are no date limitations on these interrogatories, which makes them overly broad and unduly burdensome.

6. Defendants object to the extent that interrogatories are based on illegally obtained documents. Plaintiff should not be able to take advantage of the illegally obtained documents. *See Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017).

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7. Defendants object that the terms "investigation fee," "investigative fee," and "investigatory fee" are vague, ambiguous, and undefined. Defendants will interpret these terms to mean the flat fee paid to investigators by KNR that are similar to the $50 fee paid to MRS Investigations, Inc. in Plaintiff Williams' case. All of Defendants' answers to interrogatories involving these terms are based on Defendants' definition of those terms as outlined above.

8. Defendants object to the extent that the interrogatory seeks information relating to other clients it is unduly burdensome, overly broad, and premature.

9. Defendants reserve their right to amend their responses to these Interrogatories.

10. Defendants deny all allegations or statements in the Interrogatories, except as expressly admitted below.

11. These "General Objections" are applicable to and incorporated in each of Defendants' responses to the Interrogatories. Moreover, Defendants' responses are made subject to and without waiving these objections. Failing to state a specific objection to a particular Interrogatory should not be construed as a waiver of these General Objections.

12. Defendants' discovery responses are made without a waiver of, and with preservation of:

a. All questions as to competency, relevancy, materiality, privilege, and admissibility of the responses and the subject matter thereof as evidence for any purpose in any further proceedings in this action and in any other action;

b. The right to object to the use of any such responses or the subject matter thereof, on any ground in any further proceedings of this action and in any other action;

c. The right to object on any ground at any time to a demand or request for a further response to the requests or other discovery involving or relating to the subject matter of the Interrogatories herein responded to;

d. The right at any time to revise, correct, add to, supplement, or clarify any of the responses contained herein and to provide information and produce evidence of any subsequently discovered facts;

e. The right to assert additional privileges; and

f. The right to assert the attorney-client privilege, attorney work product doctrine, or other such privilege as to the discovery produced or the information obtained therefrom, for any purpose in any further proceedings in this action and in any other action.

ANSWERS TO MEMBER WILLIAMS' INTERROGATORIES

1. Identify all of the "documents" on which Chuck DeRemer sought to obtain Member Williams' "required signatures" as described in Defendants' response to Interrogatory No. 2 in Plaintiff Williams' First Set of Interrogatories.

RESPONSE: Defendants identify the Contingency-Fee Agreement and the Patient Authorization Form, and proof of representation for Medicare if necessary.

2. Identify all of the "additional documents, and photographs" that Chuck DeRemer sought to obtain from Member Williams as described in Defendants' response to Interrogatory No. 2 in Plaintiff Williams' First Set of Interrogatories.

RESPONSE: Defendants state that Mr. De Remer would have sought to take photographs of the damaged car and injuries to Ms. Williams, if any. In addition, Mr. DeRemer would have sought insurance information (e.g. medical insurance card, auto insurance card, other paperwork the client may have) and documents (e.g., Contingency-Fee Agreement, Proof of Representation (Medicare), and Patient Authorization Form).

3. Identify all of the "information" that Chuck DeRemer sought to obtain from Member Williams as described in Defendants' response to Interrogatory No. 5 in Plaintiff Williams' First Set of Interrogatories.

RESPONSE: Defendants refer Plaintiffs to their response to Interrogatory No. 2, above. In addition, after reviewing the intake, Chuck DeRemer may have sought the Social Security number, date of birth, and date of loss, if missing from the intake.

4. Identify whether any of the "documents" and "information" that Chuck DeRemer sought to obtain from Member Williams as described in Defendants' response to Interrogatories No. 2 and 5 in Plaintiff Williams' First Set of Interrogatories were otherwise obtained by KNR by other means, and identify the means by which such "documents" and "information" were obtained.

RESPONSE: Defendants state that they obtained the photographs of the damage to the car and Patient Authorization Form from Ms. Williams through Jill Gardner.

ANSWERS TO NAOMI WRIGHT'S INTERROGATORIES

5. Identify any training, policy or procedure provided to KNR intake lawyers as to how and when to refer new clients to Medical Service Providers.

RESPONSE: Defendants state that there are no specific training, policies, or procedures regarding how and when to refer new clients to a Medical Service Provider. Such decisions are made by the handling lawyer on a case-by-case basis after evaluating the client's injury. In all probability, most referrals are done verbally at or near the time of the initial contact.

6. Identify any training, policy or procedure provided to KNR intake lawyers regarding how to decide what Medical Service Provider, if any, a new client should be referred to.

RESPONSE: Defendants state that there are no specific training, policies, or procedures regarding how to decide what Medical Service Provider, if any, a new client should be referred to. Referrals to Chiropractors for soft tissue injuries are generally made based upon the proximity of the Chiropractor to the residence of the client. Referrals for other injuries are generally made by the client's primary care physician. KNR when possible vetted Chiropractors individually by questioning (including, but not limited to, do they negotiate rates, do they sue patients, do they accept letters of protection, will they testify at trial, will they author medical reports, the existence of other medical providers depending on the type and severity of the injury, client's desires, etc.) the Chiropractors in a face-to-face meeting. In addition, Defendants state that referrals are monitored for marketing purposes, business development, and to ensure compliance with ethical obligations prohibiting a quid pro quo relationship.

7. Identify the process, including any request for proposal ("RFP") process, by which KNR has determined which Medical Service Providers best suit its clients' needs.

RESPONSE: Defendants state they are unaware of the existence of any "request for proposal" process as contemplated by this request. See also the answer to Interrogatory Nos. 5 and 6, above.

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8. Identify every Medical Service Provider with whom any Defendant has a reciprocal referral agreement.

RESPONSE: Defendants state that they have no agreement, including a "reciprocal referral agreement" with any Medical Service Provider. Responding further and by way of explanation, Defendants state that referrals are monitored for marketing purposes, business development, and to ensure compliance with ethical obligations prohibiting a quid pro quo relationship.

9. Identify every Medical Service Provider with whom any Defendant has agreed that the Medical Service Provider may prepare a narrative report and/or charge a narrative fee without first obtaining authorization from the KNR attorney on the case.

RESPONSE: Defendants state that KNR paralegals or attorneys will automatically request narrative reports from ASC, with exceptions. Defendants further state that the decision not to obtain a narrative report from ASC depends on various factors, including without limitation, the nature of the injuries involved, the value of the case, whether the injury is to a minor under 12, local court rules, cost of report, and the specific needs and requirements of the adjuster handling the case.

10. Identify every Medical Service Provider to whom KNR guarantees payment for services rendered on any cases referred.

RESPONSE: Defendants state that KNR does not make such guarantees to any Medical Service Provider.

11. Identify any policy, procedure, training or other criteria provided to KNR attorneys to use in determining whether or not to solicit a narrative report from a chiropractor.

RESPONSE See answer to No. 9. Defendants further state that the decision not to obtain a narrative report from ASC depends on various factors, including without limitation, the nature of the injuries involved, the value of the case, whether the injury is to a minor under 12, local court rules, cost of report, and the specific needs and requirements of the adjuster handling the case.

12. Identify any client complaints regarding KNR's relationship with any Medical Service Provider including the nature of the complaint, the date of the complaint and the Medical Service Provider relationship to which the complaint related.

RESPONSE: Objection. Defendants object that the terms "complaints" and "relationship" are vague, ambiguous, and undefined. Defendants further object that this interrogatory is overly broad and unduly burdensome in that it seeks documents relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants state that it is not aware of any complaints described above.

13. Identify every Medical Service Provider to or for whom any Defendant has paid any non-case-related expense including, but not limited to, travel, lodging, meals or entertainment.

RESPONSE: Objection. Defendants object that the term "non-case-related expense" is vague, ambiguous, and undefined. Defendants further object that this interrogatory is overly broad and unduly burdensome in that it seeks information and documents relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants have on a few occasions paid for group meals and drink that involve ASC representatives. Any travel and lodging expenses paid by KNR were reimbursed by ASC.

14. Identify any payment - including the payee, the amount, the purpose and the date of such payment - made to any Medical Service Provider for any non-case related expense.

RESPONSE: Objection. Defendants object that the term "non-case-related expense" is vague, ambiguous, and undefined. Defendants further object that this interrogatory is overly broad and unduly burdensome in that it seeks information and documents relating to Medical Service Providers other than ASC. Subject to and without waiving these objections, Defendants state that KNR never made such payments.

15. Identify all persons—including their true, full and correct names, employers, positions, supervisors, and present addresses and phone numbers—who is now or at any time was responsible for developing or maintaining KNR's relationships with chiropractors

RESPONSE: Defendants state that Mr. Nestico, Holly Wilson, Brandy Gobroggi, and Alex Van Allen are, or have been, responsible for working with Chiropractors.

16. Identify all disclosures made to Naomi Wright regarding KNR's ongoing business/referral relationship with Akron Square Chiropractic.

RESPONSE: Defendants state that conversations with clients regarding ASC vary greatly. Defendants further state that it is more likely than not that there was some discussions with Naomi Wright of a relationship between KNR and ASC.

17. Identify the date on which you became aware of the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 36 of the Second Amended Complaint.

RESPONSE: Defendants likely found out about these cases in or around the beginning of 2012.

18. Identify the criteria by which KNR or Nestico selected the attendees of the trip to Cancun discussed in Paragraph 43 of the Second Amended Complaint.

RESPONSE: Defendants state this was a firm trip for the benefit of the attorneys. Some medical providers were asked to attend, while other medical providers asked to attend. There was no criteria.

19. State, with as much particularity as possible, what percentage of KNR's client representations ultimately result in all the client's medical bills related to the subject of the representation being repaid in full.

RESPONSE: Objection. Defendants object that the phrases "as much particularity as possible" and "repaid in full" are vague, ambiguous, and undefined. Defendants object that this interrogatory is overly broad and unduly burdensome in that it seeks information and documents relating to Medical Service Providers other than ASC. Defendants further object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years and requires a review of thousands of files. Subject to and without waiving these objections, Defendants state that there are no means by which to reasonably calculate the requested percentage. In addition, KNR, with respect to all healthcare providers, generally negotiates a reduction in a client's medical bills whenever possible and feasible.

20. State, with this much particularity as possible, what percentage of KNR's client representations that result from a referral from a Medical Service Provider ultimately result in the referring Medical Service Provider's bills being paid in full.

RESPONSE: Objection. Defendants object that the phrases "this much particularity as possible" and "paid in full" are vague, ambiguous, and undefined. Defendants also object that this interrogatory is overly broad and unduly burdensome in that it seeks information and documents relating to Medical Service Providers other than ASC. Defendants further object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years and requires a review of thousands of files. Subject to and without waiving these objections, Defendants state that there are no means by which to reasonably calculate the requested percentage. In addition, KNR, with respect to all healthcare providers, generally negotiates a reduction in a client's medical bills whenever possible and feasible.

21. State, with as much particularity as possible, what percentage of medical services provided to KNR clients by ACS for injuries related to the representation are ultimately paid in full.

RESPONSE: Objection. Defendants object that the phrases "as much particularity as possible" and "paid in full" are vague, ambiguous, and undefined. Defendants also object that this interrogatory is overly broad and unduly burdensome in that

it seeks information and documents relating to Medical Service Providers other than ASC. Defendants object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years and requires the review of hundreds of files. Subject to and without waiving these objections, Defendants state that there are no means by which to reasonably calculate the requested percentage. In addition, KNR generally negotiates a reduction in a client's medical bills whenever possible and feasible.

22. Identify all Medical Service Providers with whom any Defendant has entered a confidentiality agreement.

RESPONSE: Objection. Defendants object that the term "confidentiality agreement" is vague, ambiguous, and undefined. Defendants also object that this interrogatory is overly broad and unduly burdensome in that it seeks information and documents relating to Medical Service Providers other than ASC. Subject to and without waiving this objection, Defendants state that, other than the confidentiality agreement in the resolution of the Fonner lawsuit, that it has not entered into any confidentiality agreement with any Medical Service Providers, including ASC.

23. Identify all civil lawsuits to which any Defendant has been party against any Medical Service Provider or other attorney or law firm, including attorneys who work or worked for KNR.

RESPONSE: Objection. Defendants object that this interrogatory seeks irrelevant information that is not likely to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Defendants identify the following cases: (1) *Kisling Nestico & Redick, LLC v. James E. Fonner*, Franklin County Common Pleas Case No. 15-CV-003216 and KNR's lawsuit against Robert Horton in Summit County; (2) a KNR lawsuit against Jay Linnen in Summit County Court of Common Pleas, Case No. CV-2014-04-1937; (3) Eshelman Legal Group v. Kisling Legal Group, Case No. CV-2005-03-1717; and (4) the KNR lawsuit against Robert Horton.

24. Identify all persons—including their true, full and correct names, employers, positions, supervisors, and present addresses and phone numbers—who were paid for or performed any "investigations" relating to Naomi Wright as described in Defendants' responses to Interrogatories No. 2–5 in Plaintiff Williams' First Set of Interrogatories.

RESPONSE: . Defendants state AMC Investigations, Inc. performed investigative services relating to Ms. Wright.

25. Identify every topic and objective of any such investigation relating to your response to the immediately preceding Interrogatory, including all tasks performed by the investigator, every piece of information that was sought or discovered in the investigation, and every document for which any investigator

sought Ms. Williams' signature.

RESPONSE: Objection. Defendants object that this interrogatory seeks information relating to a putative class member about Class A (the Investigation Fee Class). Ms. Wright is not the class representative of Class A, but rather a putative class member and Defendants are not required to provide discovery regarding putative class members until there is a certified class.

26. Identify all facts, policies, procedures or determinations that led to KNR terminating the employment of Gary Petti.

RESPONSE: Defendants state that Mr. Petti's performance did not meet the high standard of KNR. By way of example only, Mr. Petti did not return client calls, did not handle afterhours intake, was often absent without notification, and had a poor work attitude.

27. Identify all facts, policies, procedures or determinations that led to KNR terminating the employment of Robert Horton.

RESPONSE: Defendants state that Mr. Horton stole documents and breached his confidentiality agreement. In addition, Mr. Horton tried to set up a competitive firm and recruit KNR attorneys.

28. Identify all payments of any kind made to "Attorney at Law Magazine," including by payment amount and the service received for any payment, including advertising.

RESPONSE: Objection. Defendants object that this interrogatory seeks irrelevant information that is not likely to lead to the discovery of admissible evidence.

29. Identify all conversations that led to KNR having been featured as "Law Firm of the Month" in Volume 3, Section 6 of "Attorney at Law Magazine," including by identifying who initiated the conversations, the dates of any such conversations, and who took part in them.

RESPONSE: Objection. Defendants object that this interrogatory seeks irrelevant information that is not likely to lead to the discovery of admissible evidence.

Answers to MATTHEW JOHNSON'S INTERROGATORIES

30. Identify all disclosures made to Matthew Johnson regarding KNR's ongoing business/referral relationship with Liberty Capital Funding.

RESPONSE: Defendants state that in response to Mr. Johnson's request for contact information regarding a potential lender, KNR provided him with information regarding Preferred Capital Funding ("PCF"). Defendants are not aware that Mr. Johnson followed up on this information. Subsequently when Mr. Johnson inquired regarding a loan, he was provided Liberty Capital's contact

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information. Defendants further state that Liberty Capital was one of multiple lenders referred by KNR at various times.

31. Identify the process, including any request for proposal ("RFP") process, by which KNR has determined which Litigation Finance Company's products best suit its clients' needs.

RESPONSE: Defendants state they are unaware of the existence of any "request for proposal" process as contemplated by this request. Defendants further state the Litigation Finance Companies have made presentations to KNR attorneys regarding their companies. In addition, KNR's decision to provide information on a Litigation Finance Company depended on the specific facts of the matter or case and was based on KNR's experience with the Litigation Finance Company.

32. Please identify the criteria considered in any RFP or similar process identified in response to the Interrogatory above.

RESPONSE: Defendants state they are unaware of the existence of any "request for proposal" process as contemplated by this request. Defendants further state that there is no set criteria. In addition, depending on the facts of the case, KNR attorneys consider the following factors, among others: (1) the amount of money at issue in the case; (2) amount of money sought for the loan; (3) ability to negotiate a reduction in the repayment of the loan; and (4) standards and underwriting criteria of the loan company.

33. Identify by name and business address every Litigation Finance Company Defendants have instructed their lawyers or other employees to recommend to clients at any point in time.

RESPONSE: Defendants identify the following companies: Oasis Financial (9525 W. Bryn Mawr Ave Suite 900, Rosemont, IL, 60018), Preferred Capital (200 Public Square Suite 160, Cleveland, OH 44114), Liberty Capital (address previously disclosed).

34. Identify any financial or business benefit to any Defendant—beyond the service provided to KNR's clients—of KNR's relationship with any Litigation Finance Company including the type of benefit, the amount of the benefit and from what Litigation Finance Company it was received.

RESPONSE: Defendants state that they have received no financial, business, or any other form of benefit from any Litigation Finance Company.

35. Identify any payments made to or from any Defendant by Liberty Capital Funding or Ciro Cerrato that were not directly associated with a specific client matter.

RESPONSE: Defendants state that there were no such payments.

36. Identify any payments made to or from any Defendant to any Litigation Finance Company that were not directly associated with a specific client matter.

RESPONSE: Objection. Defendants object as overly broad and unduly burdensome in that this interrogatory seeks information and documents relating to Litigation Finance Companies other than Liberty Capital Funding. Defendants also object that this interrogatory assumes that defendants made payments to Litigation Finance Companies that were not directly associated with a specific client matter. Defendants deny such an assumption. In addition, Defendants object that "not directly associated with as specific client matter" is vague and ambiguous. Subject to and without waiving this objection, Defendants state that there were no such payments.

37. Identify all client complaints regarding Liberty Capital Funding.

RESPONSE: Objection. Defendants object that the term "complaints" is vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants state that they are unaware of any formal or specific client complaints regarding Liberty Capital Funding.

38. State, with as much particularity as possible, what percentage of KNR's client representations ultimately result in a settlement.

RESPONSE: Objection. Defendants object that the phrase "as much particularity as possible" is vague, ambiguous, and undefined. Defendants further object that this interrogatory seeks irrelevant information that is not likely to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Defendants roughly estimate that around 80% of matters result in settlement. This is not an exact calculation.

39. State, with this much particularity as possible, what percentage of KNR's client representations ultimately result in all advances from Litigation Funding Companies being repaid in full.

RESPONSE: Objection. Defendants object that the phrases "this much particularity as possible" and "repaid in full" is vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome in that this interrogatory seeks information and documents relating to Litigation Finance Companies other than Liberty Capital Funding. Defendants further object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years and requires the review of hundreds of files. Subject to and without waiving these objections, Defendants state that there are no means to reasonably calculate the requested percentage.

40. State, with this much particularity as possible, what percentage of litigation funding advances provided to KNR clients is ultimately repaid.

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RESPONSE: Objection. Defendants object that the term "litigation funding advances" and the phrases "this much particularity as possible" and "ultimately repaid" are vague, ambiguous, and undefined. Defendants also object as overly broad and unduly burdensome in that this interrogatory seeks information and documents relating to Litigation Finance Companies other than Liberty Capital Funding. Defendants further object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years and requires the review of hundreds of files. Subject to and without waiving these objections, Defendants state that there are no means to reasonably calculate the requested percentage.

41. State, with this much particularly as possible, what percentage of litigation funding advances provided to KNR clients by Liberty Capital Funding was ultimately repaid.

RESPONSE: Objection. Defendants object that the term "litigation funding advances" and the phrases "this much particularity as possible" and "ultimately repaid" are vague, ambiguous, and undefined. Defendants further object that this interrogatory is unduly burdensome and overly broad in asking for a calculation that goes back years. Subject to and without waiving these objections, Defendants state that there are no means to reasonably calculate the requested percentage.

42. Identify all persons—including their true, full and correct names, employers, positions, supervisors, and present addresses and phone numbers—with knowledge of the facts, claims, counterclaims, or defenses alleged in this case and identify the relevant subject matter of each person's relevant knowledge known to you.

RESPONSE: Defendants identify the following individuals: Rob Nestico, Ciro Cerrato, Mark Lindsey, Brandy Gobroggi, Holly Tusko, Kimberly Lubrani, Jill Gardner, Aaron Czetli, Michael Simpson, Johnson, Paul Steele, Robert Horton, Jenna Wiley Wright, Divin Oddo. In addition, attorneys and paralegals over the years would have knowledge of some of the facts and allegations in this case. These individuals are employees of KNR, who are represented by counsel. Please contact these individuals through KNR's counsel.

43. Identify every current or former KNR attorney or employee who raised questions or made complaints about the practices that are the subject of the Second Amended Complaint, including those relating to payments to investigators, Medical Service Provider referrals, or Litigation Finance Company referrals, including but not limited to questions conveyed orally, documented within electronic or hard-copy correspondence, fee-disputes through bar associations, or civil lawsuits filed against any Defendant.

RESPONSE: Objection. Defendants object that the terms "raised questions" and "complaints," "Medical Service Provider referrals," and "Litigation Finance

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Company referrals" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants state that they are unaware of any formal or specific complaint relating to investigators, Medical Service Provider referrals, or Litigation Finance Company referrals.

44. Identify every non-KNR attorney or employee, including any current or former clients, or third parties, who raised questions or made complaints about the practices that are the subject of the Second Amended Complaint, including those relating to payments to investigators, Medical Service Provider referrals, or Litigation Finance Company referrals, including but not limited to questions conveyed orally, documented within electronic or hard-copy correspondence, fee-disputes through bar associations, or civil lawsuits filed against any Defendant.

RESPONSE: Objection. Defendants object that the terms "raised questions" and "complaints" "Medical Service Provider referrals," and "Litigation Finance Company referrals" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants state that they are unaware of any formal or specific complaint relating to investigators, Medical Service Provider referrals, or Litigation Finance Company referrals. The one exception would be the Cunningham lawsuit. Responding further, there may be informal and unspecified questions or complaints about the allegations in the Second Amended Complaint that were published on various online formats.

45. Identify all civil lawsuits to which any Defendant has been party against any Litigation Finance Company or other attorney or law firm, including attorneys who work or worked for KNR.

RESPONSE: Objection. Defendants object that this interrogatory seeks irrelevant information that is not likely to lead to the discovery of admissible evidence. Defendants further object that this Interrogatory is compound. Subject to and without waiving this objection, Defendants refer Plaintiffs to Defendants' Response to Interrogatory No. 23.

46. Identify all persons – including their true, full and correct names, employers, positions, supervisors, and present addresses and phone numbers—who were paid for or performed any "investigations" relating to Matthew Johnson as described in Defendants' responses to Interrogatories No. 2–5 in Plaintiff Williams' First Set of Interrogatories.

RESPONSE: Defendants state MRS Investigations, Inc. performed investigative services relating to Mr. Johnson.

47. Identify every topic and objective of any such investigation relating to your response to the immediately preceding Interrogatory, including all tasks performed by the investigator, every piece of information that was sought or discovered in the investigation, and every document for which any investigator

sought Mr. Johnson's signature.

RESPONSE: Defendants state that, among other things, the services and work performed by MRS Investigations, Inc. ("MRS") for Mr. Johnson included, without limitation, having a MRS representative meet with Mr. Johnson on February 19, 2012 to obtain required signatures on documents, including a fee agreement and medical authorizations. MRS additionally obtained medical records from Summa Health and obtained and reviewed the police report from the Summit County Sherriff's office. This list may not be exhaustive, as it is often the case that not all tasks performed by investigators are noted in the client file. Depending on the case or matter, MRS and other investigators provide other services, including, without limitation: pick up police reports, addendums and photos; take accident scene photos; take or obtain property damage photos at body shops; take or obtain photos of client injuries; obtain medical records and bills; obtain regular and/or certified copies from courts and agencies; locate witnesses and obtained statements; deliver and obtain execution of documents including but not limited to medical authorizations, IRS authorizations, powers of attorney, and settlement agreements and releases after the client's consultation with his attorney; pick up and drop off settlement checks; perform "door knocks" at the suspected residence of clients who have failed to respond to KNR's attempts to contact them by phone, email and/or mail; serve 180-day letters and subpoenas; file pleadings and briefs as needed; and perform other litigation-related investigations.

As to objections,

James M. Popson /NB

Respectfully submitted,

James Popson /NB

James M. Popson (0072773)
Sutter O'Connell
1301 East 9th Street
3600 Erieview Tower
Cleveland, OH 44114
(216) 928-2200 phone
(216) 928-4400 facsimile
jpopson@sutter-law.com
Counsel for Defendants

CERTIFICATE OF SERVICE

A copy of the foregoing Defendants' First Amended Responses to Plaintiffs' Second Set of Interrogatories was sent this 31st day of August, 2018 to the following via electronic Mail:

Peter Pattakos
Daniel Frech
The Pattakos Law Firm, LLC
101 Ghent Road
Fairlawn, Ohio 44333
peter@pattakoslaw.com
dfrech@pattakoslaw.com

Counsel for Plaintiff

Joshua R. Cohen
Cohen Rosenthal & Kramer LLP
The Hoyt Block Building, Suite 400
700 West St. Clair Avenue
Cleveland, Ohio 44114
jcohen@crklaw.com

Shaun H. Kedir
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, D.C.

James M. Popson (0072773)

Sandra Kurt, Summit County Clerk of Courts

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, Plaintiff, vs. KISLING, NESTICO & REDICK, LLC, *et al.*, Defendants.	Case No. CV-2016-09-3928 Judge Alison Breaux

AFFIDAVIT OF GARY PETTI

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

1. In March of 2012, I became employed as a prelitigation attorney with the law firm of Kisling, Nestico & Redick, LLC ("KNR") in Akron, Ohio. Before my employment with KNR, I had worked since 1997 as a personal-injury lawyer with the Akron-based law firm of Slater & Zurz, primarily on behalf of insurance companies on the defense side, and car-accident victims on the plaintiffs' side. I resigned from my position at Slater & Zurz to join KNR because my practice at Slater & Zurz required me to travel frequently to Columbus, Ohio, and the KNR position would allow me to remain closer to my home in Wadsworth, Ohio while my wife went back to school to obtain her degree as a nurse-anesthetist. My wife and I have three children, who, at the time, were ages 6, 10, and 13. When I left Slater & Zurz to join KNR, I took

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approximately 200 cases with me, and continued to represent these clients through KNR.

2. While I was working for Slater & Zurz, I first learned that KNR paid kickbacks to certain chiropractors in the form of a "narrative fee." When I spoke with certain chiropractors from Plambeck-owned clinics who would occasionally refer me cases, they told me that KNR paid them a narrative-report fee every time the chiropractors referred a case to KNR, and asked if I would do the same. I told them that I would not. I did not understand at the time that this was KNR's firm-wide policy, as opposed to a practice followed by certain KNR attorneys, and when I went to work for KNR, I assumed that I would not be required to charge my clients for unnecessary narrative-fee expenses.

3. When I began working at KNR, I primarily worked on the cases that I had brought to the firm, and when I closed these cases, no narrative fee was charged to these clients because I never ordered narrative reports for them. It was always my understanding that the decision as to whether a narrative report is worthwhile in a case is the attorney's to make, upon consultation with the client. I always understood that narrative reports were only properly used to allow a medical professional to explain why the plaintiff's injuries were different or more challenging than they might appear from the contents of the medical records, and in doing so, provide information that was not included in the records.

4. As I began to work on cases from KNR that had been taken in and previously worked on by other KNR attorneys, I would see the narrative fee appear on the client's settlement statement. I assumed that these fees were for narrative reports that were ordered by the previous KNR attorney who worked on the case. I soon learned that these narrative reports ordered by KNR were very different from the narrative reports that I was accustomed to using, and were essentially worthless, containing no information that was not already apparent from the client's medical records. The narrative reports provided by Dr. Minas Floros of Akron Square

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Chiropractic, a Plambeck-owned clinic in Akron, were especially bad, and the worst narrative reports I had ever seen. They appeared to follow a basic formula of a few sentences where Floros merely filled in the blanks with information that was readily apparent from the medical records. It was clear that virtually no time or effort could have been expended on his worthless narratives—certainly no effort remotely justifiable by the narrative fees being paid.

5. As I continued to work at KNR, and continued to close the cases that I brought to the firm, I began working on KNR cases that I had taken in while at the firm. On several occasions while I was working at KNR, I took calls from chiropractors from Plambeck-owned clinics who were present on the line with a patient that the chiropractors sought to refer to KNR.

6. In approximately mid-to-late November of 2012, my paralegal Megan Jennings began to collect a package of documentation on a case that was to be submitted to the defendant's insurance company, including police reports, and medical records. When she submitted this package to me for my approval, I noticed a charge for a narrative report in the documents. I immediately expressed my surprise and disapproval that the narrative fee would be included in this package, and asked Jennings why this was the case. I also told her that I am the lawyer, so I'm the one who gets to advise the client as to whether the narrative report is a justifiable expense. In response, Jennings informed me that narrative fees are paid on every case that comes in from Akron Square Chiropractic and other Plambeck-owned clinics, and that the check is made out to the chiropractor personally and sent directly to the chiropractor's house. I then told her that I would not approve of any such fees being charged to my clients without my express approval.

7. Within a few days, I was working with Jennings on another case that was affiliated with Akron Square Chiropractic. On November 28, 2012, I emailed Jennings about this case to instruct her that no narrative fee was to be paid on it. I wrote, "Remember, no reports from

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doktor flooroes," deliberately misspelling his name in an effort to defuse tension with humor. I also wrote, as a follow-up to our previous conversation, "I've asked a number of adjusters about the importance of those reports and the most common response is nearly uncontrolled laughter." This comment, while hyperbolic, referred to the fact that on the occasions when I attempted to refer to Plambeck narrative-reports in negotiating settlements on behalf of KNR clients, the insurance adjusters paid absolutely no regard to these reports.

8. Within approximately two weeks of having sent this email to Jennings, KNR terminated my employment. I was told by KNR attorney John Regan that I was "not a good fit" there. I could not disagree and little else was said in the meeting. I understood that by stating that I was "not a good fit" at KNR, Regan was only referring to my unwillingness to participate in KNR's schemes to defraud their clients, like with the narrative fees, as there were no other issues of which I was made aware. At that point, I was glad to leave KNR and the practice of law, and have since been working in the construction business.

9. During my time working at KNR, I became aware of the firm's so-called investigators, including Aaron Czetli and Michael Simpson. I would often witness Czetli and Simpson performing odd jobs around KNR's Akron office, such as stuffing envelopes and putting up holiday lights. Although I had ample opportunity to observe their activities, comings, goings, and work-product, I never witnessed or became aware of these so-called investigators performing any actual investigations. To my knowledge, their only involvement with client matters was to meet potential clients and sign them to KNR fee agreements.

10. Within a few months before KNR terminated my employment, KNR Managing Partner Rob Nestico criticized me in front of other KNR attorneys for my unwillingness to be dishonest to potential KNR clients. This happened in a meeting where all KNR prelitigation attorneys were present, and Nestico played a recording of a phone call that I had over the firm's phone line

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with a potential client. On this call, a car-accident victim told me that he was an independent contractor and sub-contractor, and was concerned about recovering lost wages for work missed due to his car-accident injuries. I advised this potential client that his status as a contractor would make it more complicated to recover damages because he would have to prove not only that he did not work as a result of the accident, but also that he would have otherwise worked on certain jobs, for a certain amount of money during the same time period. After Nestico played the recording of the phone call for everyone in the room, he asked what I had done wrong on the call. The answer, according to Nestico, was that I was too honest with the client in advising him of the complications in recovering damages due to his status as an independent contractor, and that I did not tell the potential client "what he wanted to hear."

11. On March 23, 2017, I received a phone call from a man who identified himself as Attorney Brian Roof with the law firm of Sutter O'Connell, and said that he represents KNR and Nestico in the above-captioned lawsuit. He asked me if I was familiar with the lawsuit and the recently filed proposed Second Amended Complaint. I told him that I was, and had read a press release about the Second Amended Complaint. He asked me about my time at KNR and what documents I took with me when I left, and he said that it was his clients' position that all such documents were confidential. I interpreted this as a threat, and told Mr. Roof that as far as I'm concerned, everything in the press release is true, and that I was terminated by KNR because of my refusal to participate in their kickback schemes.

12. Every document I have disclosed and all information I have provided to Plaintiffs' counsel in this litigation was and is, to the best of my knowledge and understanding, evidence of fraud and illegal activity by KNR. I do not believe that any of it is confidential or subject to any confidentiality agreement. I can't imagine that my own emails mocking the fraud would be confidential.

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

Signature of Affiant 4/3/17
Date

State of Ohio
County of Summit

Sworn to and subscribed before me on 4-3-2017

at Sharon Center, Ohio.

NOTARIAL SEAL 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

(Signature of Notary Public) (Notary Public Seal)

Peter Pattakos
(Printed Name of Notary Public)

Notary Public, State of Ohio

My commission expires on N/A

Sandra Kurt, Summit County Clerk of Courts

From: Gary Petti
Sent: Wednesday, November 28, 2012 10:05 AM
To: Megan
Subject: FW: - Remember, no reports from doktor flooroes...

I've asked a number of adjusters about the importance of those reports and the most common response is nearly uncontrolled laughter. Description: Description: cid:image006.jpg@01CCECC7.1DE27850 <http://www.knrlegal.com/> Gary M. Petti

PLAINTIFF'S EXHIBIT 47

PENGAD 800-631-6989

REDACTED

From: Brandy Brewer
Sent: Thursday, March 01, 2012 10:34 AM
To: Alyssa Kirk; Jodi Miller; Jenna Sanzone; Amber Vince; Marti Dunlavy; Nicole Holland; Katy Newton; Megan Jennings; Courtney Warner; Matt Stewart; Deidra Lopez
Cc: Rob Nestico; Robert Redick
Subject: Narrative Report Fees

We are paying narrative fees to the following:

Dr. Floros Akron Square

Brandy Brewer
Kisling, Nestico & Redick
Executive Assistant to Attorney Nestico
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
48

REDACTED

KNR03769

From: **Brandy Lamtman** brandy@knrlegal com
Subject: Plambeck Clinics
Date: October 2, 2013 at 3.14 PM
To: Prelit Support PrelitSupport@knrlegal com, Prelit Attorney PrelitAttorney@knrlegal com, Litigation Support LitigationSupport@knrlegal com, Litigation Attorney LitigationAttorney@knrlegal com

These are the only Narrative Fees that get paidin addition to Dr. Alex Frantzis with NorthCoast Rehab ($200.00) ((NOT PLAMBEC))

*Akron Square Chiropractic: Dr. Minas Floros
*Detroit Shoreway Chiropractic: Dr. Kyle Schneider
East Broad Chiropractic: Dr. Heather Kight
Old Town Chiropractic: Dr. Gregory Smith
Raider Chiropractic: Dr. Michael Buczynaki
Shaker Square Chiropractic: Dr. Drew Schwartz
*Toledo Spine & Rehab: Dr. Patrice Lee-Seyon
Valley Spine & Rehab: Dr. Briggs
*Vernon Place Chiropractic: Dr. Jason Maurer
*Werkmore Chiropractic: Dr. Jason Maurer
Westgate Family Health: Dr. Michael Buczynaki
*West Tusc Chiropractic: Dr. Tassi and Dr. Eric Cawley
*Youngstown Chiropractic: Dr. Sirikul ^{3}Ruth^{2} Thunijinda

***Narrative Report Fees are paid to Dr. Patrice Lee-Seyon via MedReports (Toledo Spine) for **$200.00**, Dr. Minas Floros (Akron Square) **$200.00**, Dr. Philip Tassi for him and Dr. Eric Cawley (West Tusc) **$200.00**, Dr. Sirikul Thunijinda (Youngstown Chiropractic) **$150.00** and Dr. Kyle Schneider (Detroit Shoreway) **$150.00** **to the doctor personally (all doctors are in needles)**

WD^{1}s must be faxed to Rebecca at (855) 267-9337 and an email sent to the billing ladies

franklind@csgonline.net- Denise, she has TOLEDO, OLD TOWN

Colbenson@csgonline.net - Annette, she has SHAKER SQUARE, EAST BROAD, WEST BROAD, RAIDER, VALLEY SPINE and YOUNGSTOWN

delattek@csgonline.net Katie, she has AKRON,VERNON PLACE/WERKMORE

bordelonk@csgonline.net Karla, she has WEST TUSC

PLAINTIFF'S EXHIBIT 47
PENGAD 800-631-6989

Brandy Lamtman
Kisling, Nestico & Redick
Director of Operations
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

WILLIAMS000570

From: Brandy Brewer
Sent: Monday, January 23, 2012 1:31 PM
To: Staff; Rob Nestico
Subject: Until Further Notice.....

NO narrative fee checks to any of the Plambeck chiros EXCEPT Floros & Patrice.

1-800 HURT NOW

Brandy Brewer
Kisling, Nestico & Redick
Executive Assistant to Attorney Nestico
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

PENGAD 800-631-6989 PLAINTIFF'S EXHIBIT 40 10/17/18

PENGAD 800-631-6989 PLAINTIFF'S EXHIBIT 57

From: Brandy Brewer
Sent: Monday, January 23, 2012 1:18 PM
To: Rob Nestico
Subject: Re: Narrative reports

None to Shane, Maurer or any others?

Sent from my iPhone

On Jan 23, 2012, at 12:31 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:

> No fees paid on these except Floros and patrice.
>
> Rob Nestico
> Attorney at Law
> Kisling,Nestico & Redick
>

PLAINTIFF'S EXHIBIT
41
10/17/18
PENGAD 800-631-6989

From: Robert Redick
Sent: Monday, January 23, 2012 1:34 PM
To: Brandy Brewer
Subject: RE: Until Further Notice.....

Including Tassi.....interesting ☺

Robert W. Redick
Kisling, Nestico & Redick
Attorney At Law
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

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From: Brandy Brewer
Sent: Monday, January 23, 2012 1:31 PM
To: Staff; Rob Nestico
Subject: Until Further Notice.....
Importance: High

NO narrative fee checks to any of the Plambeck chiros EXCEPT Floros & Patrice.

Brandy Brewer
Kisling, Nestico & Redick
Executive Assistant to Attorney Nestico
3412 W. Market St., Akron, Ohio 44333
Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

PLAINTIFF'S EXHIBIT 42 10/17/18 PENGAD 800-631-6989

PLAINTIFF'S EXHIBIT 52 PENGAD 800-631-6989

Patient Name: Thera Reid

Date of Injury: 4-20-16
Medical Provider: Akron Square Chiropractic

Patient's Description of Pain:
Thera Reid presented to Akron Square Chiropractic following a motor vehicle accident with symptoms of moderate to severe spinal soft tissue injury.
She presented with most pain though her entire spine and right shoulder.
Her joint pain was relentless as a result of the motor vehicle accident. She had sleepless nights following the motor vehicle accident. She described the pain as being constant, dull, burning and sharp. Ranges of motion were restricted throughout her spine as a result of pain, muscle spasms, intersegmental swelling, and joint dysfunction. She was forced to modify her daily activities to accommodate her high pain levels.

Diagnosis:
Cervical sprain, Lumbar sprain, Thoracic sprain/strain, Right shoulder sprain

Treatment:
Treatment for Thera Reid included light spinal manipulation, intersegmental mechanical traction, trigger point manipulative therapy, therapeutic exercises, electrical muscle stimulation, and the use of ice and heat.
Treatment goals included improving repair, reducing pain, limiting scar tissue formation, reducing the duration of pain, and attempting to return the patient to a productive home and occupational life.

Prognosis/Discussion:
Thera Reid continues to be symptomatic at multiple spinal and extremity levels when active.
Multiple risk factors were present in the case of Thera Reid. These risk factors will serve to significantly lower the threshold for injury and increase the probability for long term symptoms. These risk factors can be subcategorized into risk for acute injury and long term symptoms as follows:
Risk Factors for Acute Injury: Female sex, poor head restraint geometry, moderate to heavy impact, body mass index/head neck index (especially for female patient), position at point of impact,
Risk Factors for Long-Term Symptoms: Female sex, body mass index in females only, type of motor vehicle collision
Based on the risk assessment alone, one would have to conclude that the risk for injury would have been moderately high in this case as would the risk for any long term symptoms. Degenerative spine disease (spondylosis and facet arthrosis) may be accelerated at the injured spinal facet segments.
The time needed for injured soft tissue to heal is dependent on numerous factors including type of tissue damaged, stresses during repair, extent of damage, quality and type of scar tissue, and the age of the person. Clinical experience has shown that most patients will show a substantial decrease in stiffness and pain within six to eight weeks and further improvement for another two to four months. Between six months and one year the patient may continue to show slight improvement in symptoms. The Quebec Task Force published one of the largest critical analysis of literature relative to whiplash associated disorders, concluding that it is reasonable to estimate a healing period of four to six weeks for partial soft tissue tears and a period of one year for remodeling and maturation. During the process of remodeling and maturation it is very common for flare ups to occur especially in persons that have larger work loads in their day to day lives. A recent national survey performed by Evans consisting of 118 family physicians, 100 neurologists, 97 neurosurgeons, and 82 orthopaedists, found that most physicians believed that there was a three to six month recovery time for whiplash patients.
Several studies have made it quite clear that many whiplash injured patients have not fully recovered from their injuries at 3 and 6 months. Gargan, Bannister, Main, and Hollis in a study published in Journal of Bone and Joint Surgery (1997) found that 71% of whiplash injured patients had not recovered at 3 months. Radonov, Stefano found that 44% of whiplash patients had not recovered at 3 months, and that 31% had not recovered at 6 months. This was published in Medicine (1995).
Thera Reid sustained joint, disc and ligamentous injury due to the collision and experienced a great amount of pain. The cost to stabilize her condition over the next year is approximately $5000.
In my opinion based upon reasonable chiropractic probability the injuries Thera Reid sustained were due to the motor vehicle accident, and the treatments rendered thus far have been necessity as a result.

Dr. Minas Floros, DC

Patient Name: Monique Norris Date of Injury: 7-29-13

Patient's Description of Pain:
Monique Norris presented to Akron Square Chiropractic following a motor vehicle accident with symptoms of moderate left shoulder pain, mild intermittent neck pain and headaches. The use of her left shoulder was limited. She also complained of gradual low back pain. She described the pain as being dull and achy. She was evaluated at the hospital following the motor vehicle accident. She feels that she is getting progressively worse every day. Her pain is the result of the motor vehicle accident. She reports prior to impact that she reached out with her left arm to brace her child. She felt immediate pain in her cervical spine and left shoulder

Diagnosis:
847.0 Cervical sprain/strain, 840.9 Shoulder sprain, 847.1 Thoracic sprain/strain, 784.0 Headaches, 728.85 Muscle spasm, 729.1 Myofasciitis, 847.2 Lumbar sprain

Treatment:
Treatment for Monique Norris included spinal manipulation, extremity mobilization, intersegmental mechanical traction, trigger point manipulative therapy, therapeutic exercises, electrical muscle stimulation, and the use of ice and heat.
Treatment goals included reduce pain, improve function, improve alignment, increase range of motion.
The use of passive modalities plays a role in acute, inflammatory injury or acute injury with hematoma where you're trying to block pain, so you can start the rehabilitation program and start moving into functional activity as an adjunct, as a stepping stone to get you over a hump. Electric muscle stimulation may facilitate circulation by causing muscle contraction, strengthen muscle in conjunction with voluntary contraction, and increase range of motion in a joint where contracture limits motion.
Therapeutic Heat can induce an analgesic effect, increase blood flow, and produce local and systemic hyperthermia.
Therapeutic Cold can decrease blood flow, metabolic rate, and muscle tone. It also has an analgesic effect.
Traction therapy is an important component in the healing process of an acute injury. The stress and trauma to the joints and muscles could be debilitating especially immediately following motor vehicle accident. When the spine's postural muscles (the muscles that hold you upright) are injured, fatigued, or stressed from a lost of circulation due to a motor vehicle accident, spasms occur. Intersegmental traction carefully elongates the postural muscles of the spine in a comfortable, even manner and allows for normal joint motion, circulation, and mobility to return to the spine and other injured soft tissues. Intersegmental mechanical traction is utilized in physical therapy, chiropractic, medical and orthopaedic clinics worldwide and is well documented and indicated as an effective modality for soft tissue and joint pathology associated with acute injuries.

Prognosis:

Monique Norris's prognosis is good. She continues to experience mild symptoms in her left shoulder, neck and low back.

Any trauma to the spine or extremity can result in a lifetime of chronic conditions including pain, neurological problems and disorders, degenerative joint disease, degenerative disc disease, scar tissue formation, decreased muscle function, chronic headaches, depression etc. Unfortunately, the full extent of a spinal trauma, caused by a collision of multiple thousand pound vehicles, does not surface for months and many times years later.

In my opinion based upon reasonable chiropractic probability the injuries Monique Norris sustained were due to the motor vehicle accident, and the treatments rendered thus far have been necessity as a result.

Dr. Minas Floros, DC

PLAINTIFF'S EXHIBIT 54
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