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 II of Exhibits to the Deposition of Defendant Alberto Nestico**

Plaintiffs hereby give notice of filing Volume II 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

From: **Brandy Brewer** brandy@knrlegal com
Subject: Insurance Issues on ASC Cases
Date: September 4, 2014 at 4 13 PM
To: Prelit Attorney PrelitAttorney@knrlegal com, Prelit Support PrelitSupport@knrlegal com
Cc: Rob Nestico nestico@knrlegal com, Jenna Wiley jwiley@knrlegal com

When there is an insurance issue or even a possibility of an insurance issues on ASC Cases, please send an email to akron2@csgonline.net and katie@managedservices4u.com with the information. This MUST be done.

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

PLAINTIFF'S EXHIBIT 56

From: **Rob Nestico** nestico@knrlegal com
Subject: Re. New Allstate request
Date: May 30, 2013 at 1 01 PM
To: Joshua Angelotta jangelotta@knrlegal com
Cc: Ken Zerrusen zerrusen@knrlegal com, Rob Horton rhorton@knrlegal com, Attorneys Attorneys@knrlegal com

I agree we need to file all these Allstate files. Please send John and I a list of your Allstate Plambeck cases.

Sent from iPhone of Rob Nestico

On May 30, 2013, at 12:48 PM, "Joshua Angelotta" <jangelotta@knrlegal com> wrote:

I think a lot of us made a deal with the devil by allowing them to have recorded statements because the result would usually be a workable offer. I'm inclined to stop doing this because now we're wasting our time, along with the client's time, and delaying the inevitable; which is filing suit on all of these claims.

Joshua R. Angelotta
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

<image001.jpg><image002.jpg> <image003.jpg> <image004.jpg>

From: Ken Zerrusen
Sent: Thursday, May 30, 2013 12:44 PM
To: Joshua Angelotta; Rob Horton; Attorneys
Subject: RE: New Allstate request...

Me too.they have tightened the screws even more. I just got a pair of $1500 offers on ER/Plambeck claims both having approx. 7k in bills

---

From: Joshua Angelotta
Sent: Thursday, May 30, 2013 12:40 PM
To: Rob Horton; Attorneys
Subject: RE: New Allstate request...

I'm getting unusually low Allstate offers on Plambeck cases. Allstate has obviously always made lousy offers with MIST claims. These new offers are really bad even on moderate-heavy impact collisions.

Joshua R. Angelotta
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

<image001.jpg><image002.jpg> <image003.jpg> <image004.jpg>

From: Rob Horton
Sent: Thursday, May 30, 2013 12:34 PM
To: Attorneys
Subject: New Allstate request

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
57

WILLIAMS000589

Subject: New Allstate request...

David Stephas from Allstate just requested [3]consent for deposition of doctor, all xray films, and all paperwork signed by the client from the chiro[2] on a third party claim. Said it is their new prelit procedure

It is an Akron Square case

Regards,

<image005.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

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1-800 HURT NOW

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
58

From: Michelle Forrest
Sent: Wednesday, January 22, 2014 11:50 AM
To: Rob Nestico
Cc: John Reagan; Michael Maillis
Subject: RE: case
Attachments: trial transcript.txt

Rob,
Transcript is attached.
I also sent to Chris to save on 1/10/2104, per your instruction.

Please let me know if you need anything else.

Michelle R. Forrest
Kisling, Nestico & Redick
Paralegal
4790 Market St., Boardman, Ohio 44512
Main: 330-729-1090 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

---

From: Rob Nestico
Sent: Wednesday, January 22, 2014 11:42 AM
To: Michelle Forrest
Cc: Robert Redick; John Reagan; Michael Maillis
Subject: Re: case

Please send me the transcript by e mail to myself and John

Sent from Rob Nestico

On Jan 22, 2014, at 10:04 AM, "Michelle Forrest" <mforrest@knrlegal.com> wrote:

Gentlemen,

We were given a verdict of $950 in this case and I have finally received the check.

Below is the settlement memo (also attached).

Please let me know how you wish me to handle this disbursement.
Additionally, the $666.00 to Glynnis is for the trial transcript that Rob requested I order.

Thank you!

223338 /

REDACTED

KNR03695

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Thursday, November 20, 2014 11:58 AM
To: Staff
Subject: MD in CLE

Importance: High

Several months ago I met with Dr. Hochman. He is an MD and does PT in his office. He is located in Bedford. If you have someone that doesn't want chiropractic treatment, please send there. Keep in mind Ghoubrial is now working with Shaker Square though so that is always the first option.

Jenna will add to Needles.

1-800 HURT NOW

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
60

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
61

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. [redacted]

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

<image002.gif><image003.png><image004.gif>

<image008.jpg><image009.jpg> <image010.png>

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

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PLAINTIFF'S EXHIBIT
62

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 Adjustor II
American Standard Insurance Company of Ohio
1-800-MYAMFAM (1-800-692-6326) X 800-692-6326 x48115
jpederse@amfam.com

1-800 HURT NOW

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 [redacted]

REFERRED BY T&C

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

[redacted]
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

Doc ID --> 200503202998

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/02/2005	200503202998	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

R. NESTICO
4490 LITCHFIELD
COPLEY, OH 44321

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1516041

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GIOVANT PROPERTIES LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
ARTICLES OF ORGANIZATION/DOM. LLC	200503202998

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 21st day of January, A.D. 2005.

J. Kenneth Blackwell

Ohio Secretary of State

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
63

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Office: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

2005 JAN 21 AM 9:52

Expedite this Form: (Select One)	
O Yes	PO Box 1390 Columbus, OH 43216 *** Requires additional fee of $100 ***
O No	PO Box 670 Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
Filing Fee $125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) [√] Articles of Organization for Domestic Limited Liability Company (115-*LCA*) *ORC 1705*	(2) [ ] Articles for Registration of Foreign Limited Liability Company (106-*LFA*) *ORC 1705* _____ *(Date of Formation)* _____ *(State)*

Complete the general Information in this section for the box checked above.

Name GIOVANT Properties LLC

☐ *Check here if additional provisions are attached*

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the Information in this section if box (1) is checked.

Effective Date (Optional) _____ *(mm/dd/yyyy)* *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

This limited liability company shall exist for *(Optional)* perpetual (Period of existence)

Purpose *(Optional)* _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) Saverio Nestico (Name)
4490 Litchfield, Copley, Ohio, 44321 *(Address)* NOTE: P.O. Box Addresses are NOT acceptable.

Doc ID --> 200503202998

Complete the Information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

GIOVANT Properties LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Alberto R. Nestico
(Name of Agent)

4490 Litchfield, Copley, Ohio, 44321
(Address) *NOTE: P.O. Box Addresses are NOT acceptable.*

Must be authenticated by an authorized representative

Authorized Representative — Date: 07/20/04

Saverio Nestico

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

GIOVANT Properties LLC
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

A. Nestico
Agent's signature

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Doc ID -->, 200503202998

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable*

(City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable*

(City) Ohio (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

a. the agent cannot be found, or
b. the limited liability company fails to designate another agent when required to do so, or
c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed) by an authorized representative (See Instructions)

Authorized Representative — Date: July 20 2004

Saverio Nestico

Print Name

Authorized Representative — Date

Print Name

Detail by Entity Name

Florida Limited Liability Company

PANATHA HOLDINGS LLC

Filing Information

Document Number	L10000070628
FEI/EIN Number	N/A
Date Filed	07/02/2010
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/28/2012
Event Effective Date	NONE

Principal Address

3412 W. MARKET STREET
AKRON, OH 44333

Changed: 04/29/2011

Mailing Address

3412 W. MARKET STREET
AKRON, OH 44333

Changed: 04/29/2011

Registered Agent Name & Address

BKM FLORIDA AGENT CORP.
2866 E. OAKLAND PARK BLVD.
FT. LAUDERDALE, FL 33306

Authorized Person(s) Detail

Name & Address

Title MGR

GIOVANT PROPERTIES LLC
3412 W. MARKET STREET
AKRON, OH 44333

Annual Reports

Report Year	Filed Date
2011	04/29/2011

Document Images

04/29/2011 -- ANNUAL REPORT View image in PDF format

07/02/2010 -- Florida Limited Liability View image in PDF format

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PLAINTIFF'S EXHIBIT
62

Electronic Articles of Organization For Florida Limited Liability Company

L10000070628
FILED 8:00 AM
July 02, 2010
Sec. Of State
gharvey

Article I

The name of the Limited Liability Company is:

PANATHA HOLDINGS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

7834 PEACHMONT AVE. NW
C6
NORTH CANTON, OH. US 44720

The mailing address of the Limited Liability Company is:

7834 PEACHMONT AVE. NW
C6
NORTH CANTON, OH. US 44720

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

BKM FLORIDA AGENT CORP.
2866 E. OAKLAND PARK BLVD.
FT. LAUDERDALE, FL. 33306

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: R. CHAD BRENNER

Article V

L10000070628
FILED 8:00 AM
July 02, 2010
Sec. Of State
gharvey

The name and address of managing members/managers are:

Title: MGR
MINAS FLOROS DR.
7834 PEACHMONT AVE. NW, APT. C6
NORTH CANTON, OH. 44720 US

Signature of member or an authorized representative of a member

Signature: R. CHAD BRENNER

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 29, 2011
Secretary of State

DOCUMENT# L10000070628

Entity Name: PANATHA HOLDINGS LLC

Current Principal Place of Business:

834 PEACHMONT AVE. NW
36
NORTH CANTON, OH 44720 US

New Principal Place of Business:

3412 W. MARKET STREET
AKRON, OH 44333 US

Current Mailing Address:

834 PEACHMONT AVE. NW
36
NORTH CANTON, OH 44720 US

New Mailing Address:

3412 W. MARKET STREET
AKRON, OH 44333 US

FEI Number: FEI Number Applied For ( ) FEI Number Not Applicable (X) Certificate of Status Desired ( )

Name and Address of Current Registered Agent:

KM FLORIDA AGENT CORP.
366 E. OAKLAND PARK BLVD.
T. LAUDERDALE, FL 33306 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: GIOVANT PROPERTIES LLC
Address: 3412 W. MARKET STREET
City-St-Zip: AKRON, OH 44333 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: GIOVANT PROPERTIES LLC MGR 04/29/2011
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/12/2011	201119200956	DOMESTIC ARTICLES/FOR PROFIT (ARF)	125.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

KISLIN, NESTICO & REDICK, LLC.
3412 W. MARKET ST.
AKRON, OH 44333

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted

2033543

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

EFFIN GOOD COMPANY

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/FOR PROFIT	201119200956

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th day of July, A.D. 2011.

Jon Husted

Ohio Secretary of State

PLAINTIFF'S EXHIBIT

PENGAD 800-631-6989

Prescribed by:

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one address following:	
○ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
⊙ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
Filing Fee $125.00

RECEIVED
JUL - 8 2011
SECRETARY OF STATE

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☑ Articles of Incorporation Profit (113-ASF) ORC 1701	(2) ☐ Articles of Incorporation Nonprofit (114-ARN) ORC 1702	(3) ☐ Articles of Incorporation Professional (170-ARP) Profession ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Effin Good Company

SECOND: Location Akron *(City)* Summit *(County)*

Effective Date (Optional) 07/1/2011 *(mm/dd/yyyy)* *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☐ *Check here if additional provisions are attached*

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) 1000 *(No. of Shares)* Common *(Type)* No Par Value *(Par Value)*

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Aaron Czetli
(Name)
1679 23rd Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Cuyahoga Falls (City) Ohio (State) 44223 (Zip Code)

Alberto Nestico
(Name)
3412 West Market Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Fairlawn (City) Ohio (State) 44333 (Zip Code)

Ethan Whitaker
(Name)
231 Roshon Drive
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Medina (City) Ohio (State) 44256 (Zip Code)

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: 7/1/2011
Aaron Czetli
(print name)

Authorized Representative — Date: 7/1/2011
Alberto Nestico
(print name)

Authorized Representative — Date: 7/1/2011
Ethan Whitaker
(print name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Effin Good Company hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Alberto Nestico
(Name)
3412 West Market Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Fairlawn ,Ohio 44333
(City) (Zip Code)

Must be authenticated by an authorized representative

Authorized Representative — Date: 7/1/2011

Authorized Representative — Date

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Alberto Nestico, named herein as the Statutory agent for, Effin Good Company, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____
(Statutory Agent)

532 Page 3 of 3 Last Revised: May 2002

Bizapedia™

10505021 CANADA INC.

Canada Corporation · Updated 1/6/2018

Write Review Upgrade Claim

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Court Records: 4 Sources Found

Sensitive public court records ahead. Authorized for release.

ReviewPublicRecords OPEN

10505021 Canada Inc. is a Canada Corporation filed on November 21, 2017. The company's filing status is listed as Active and its File Number is 1050502-1. The company's principal address is Care Of: Alberto Nestico 22 Richgrove Drive, Toronto, ON M9R 2K9 CA.

G+ tweet

Company Information

Company Name.	10505021 CANADA INC
File Number·	1050502-1
Filing Province	Ontario
Filing Status·	Active
Filing Date	November 21, 2017
Company Age	1 Year 3 Months
Principal Address	Care Of Alberto Nestico 22 Richgrove Drive Toronto, ON M9R 2K9 CA

Sponsored Links

Court Records: 4 Sources Found

Sensitive public court records ahead. Authorized for release.

ReviewPublicRecords OPEN

Company Contacts

This company has not listed any contacts yet

Sponsored Links

RATES FROM $109* *Subject to availability Hampton BOOK NOW

Reviews

Write Review

There are no reviews yet for this company.

PLAINTIFF'S EXHIBIT 66 PENGAD 800-631-6989

Questions

Post Question

There are no questions yet for this company

ADDITIONAL LINKS

Post Question For This Company

Contact Us Regarding Your Company Profile

Search All Canada Companies

Order Business Services For 10505021 Canada Inc

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Tuesday, May 5, 2015 at 11:46:49 PM Eastern Daylight Time

Subject: Re: Liberty Capital Funding
Date: Thursday, May 10, 2012 at 7:46:40 PM Eastern Daylight Time
From: Rob Nestico
CC: Attorneys

For any Plambeck patients only please use the below company for cash advances. Thx

Rob Nestico
Attorney at Law
Kisling,Nestico & Redick

On May 9, 2012, at 1:08 PM, "Ciro Cerrato" <lcfunding1@gmail.com> wrote:

Rob,
Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.
Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours in most cases.
Attached is the LCF Client Data Sheet.
Please feel free to contact me if you have any questions or need anything else.
Best regards,
Ciro Cerrato
Liberty Capital Funding LLC
lcfunding1@gmail.com<mailto:lcfunding1@gmail.com>
PH 1.866.612.6000<tel:1.866.612.6000>
Fax: 561.372.7129<tel:561.372.7129>
<LCF Client Data Sheet.pdf>

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
67

WILLIAMS000296

Tuesday, May 5, 2015 at 11:47:08 PM Eastern Daylight Time

Subject: FW: Liberty Capital Funding
Date: Friday, May 11, 2012 at 9:34:42 AM Eastern Daylight Time
From: Rob Nestico
To: Attorneys

Sorry applies to all cases not just plambeck

Alberto R. Nestico, Esq.
Kisling, Nestico & Redick
Attorneys at Law
3412 W. Market, Akron, Ohio 44333
Main Office: 330-869-9007 | Fax: 330-869-9008

Offices in Cleveland, Akron, Canton, Youngstown, Columbus & Toledo
Hurt in a car?....Call KNR!!!!

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Wednesday, May 09, 2012 1:08 PM
To: Rob Nestlco
Subject: Liberty Capital Funding

Rob,

Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.

Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours in most cases.

Attached is the LCF Client Data Sheet.

Please feel free to contact me if you have any questions or need anything else.

Best regards,

Ciro Cerrato
Liberty Capital Funding LLC
lcfunding1@gmail.com
PH 1.866.612.6000
Fax: 561.372.7129

Re: Loans

Brandy Brewer
Sent: Monday, May 14, 2012 11:49 AM
To: Gary Kisling

Rob wants to try this new company

Sent from my iPhone

On May 14, 2012, at 11:43 AM, "Gary Kisling" <kisling@knrlegal.com> wrote:

Why are we using the new firm rather than Preferred Capital? Brian is excellent at getting reductions on his loans to get cases settled.

<image006.jpg>

Gary W. Kisling
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

<image007.jpg><image008.jpg> <image009.jpg> <image010.jpg>

From: Brandy Brewer
Sent: Monday, May 14, 2012 10:42 AM
To: Staff
Subject: Loans

For today or until further notice, please use Preferred Capital instead of new company. We are ironing out some glitches.

<image011.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

<image012.jpg><image013.jpg> <image014.jpg> <image015.jpg>

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
68

From: Sarah Rucker
Sent: Tuesday, November 27, 2012 11:50 AM
To: Prelit Attorney
Cc: 'brandy@knrlegal.com'; Rob Nestico
Subject: Lunch with Ciro from Liberty Capital Funding

Tomorrow there will be a lunch with Ciro Cerrato from Liberty Capital Funding at 12. Rob would like each Pre-Lit Attorney to attend, if you are unable to attend please have your paralegal attend in your place.

Thanks!

1-800 HURT NOW

Sarah Rucker
Kisling, Nestico & Redick
Assistant To Brandy Brewer
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
69

From: Brandy Brewer
Sent: Tuesday, January 07, 2014 4:19 PM
To: Rob Nestico
Subject: Re: Loan company

Ok.

Just need to make sure he returns calls and we don't get fired

Sent from my iPhone

On Jan 7, 2014, at 4:17 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:

> There is a reason and this will only be temporary
>
> **From:** Brandy Brewer
> **Sent:** Tuesday, January 07, 2014 4:13 PM
> **To:** Rob Nestico
> **Subject:** Re: Loan company
>
> Need to have a talk with Ciro about customer service then. He only has one guy. And he doesn't get back to us right away.
>
> Sent from my iPhone
>
> On Jan 7, 2014, at 4:10 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:
>
> > Everyone please use Liberty ONLY for loans any question come see me.

KNR03474

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
70

From: Ciro Cerrato <lcfunding1@gmail.com>
Sent: Thursday, May 03, 2012 12:19 PM
To: Rob Nestico
Subject: Liberty Capital Funding Contact Info
Attachments: LCF Client Data Sheet.pdf

Rob,

Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.

Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours in most cases.

Attached is the LCF Client Data Sheet.

Please feel free to contact me if you have any questions or need anything else.

Best regards,

Ciro Cerrato
Liberty Capital Funding LLC
lcfunding1@gmail.com
PH 1.866.612.6000
Fax: 561.372.7129

PLAINTIFF'S EXHIBIT 71
PENGAD 800-631-6989

KNR03539

From: Ciro Cerrato <lcfunding1@gmail.com>
Sent: Thursday, May 03, 2012 12:21 PM
To: Rob Nestico
Subject: follow up

Rob,

Was the email sufficient?

Can you send me a copy of the monthly reports they provide you guys?

Thanks!!

-Ciro
Cell 561.735.1571

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
72

KNR03538

From: Ciro Cerrato <ciro.cerrato@gmail.com>
Sent: Friday, May 11, 2012 9:14 AM
To: Rob Nestico
Subject: Re: Liberty Capital Funding

Ok. Thanks Rob.

On Thursday, May 10, 2012, Rob Nestico wrote:
Ciro:

You should be hearing from my lawyers soon.

Rob Nestico
Attorney at Law
Kisling,Nestico & Redick

On May 9, 2012, at 1:08 PM, "Ciro Cerrato" <lcfunding1@gmail.com> wrote:

> Rob,
>
> Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.
>
> Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours in most cases.
>
> Attached is the LCF Client Data Sheet.
>
> Please feel free to contact me if you have any questions or need anything else.
>
> Best regards,
>
> Ciro Cerrato
> Liberty Capital Funding LLC
> lcfunding1@gmail.com<mailto:lcfunding1@gmail.com>
> PH 1.866.612.6000<tel:1.866.612.6000>
> Fax: 561.372.7129<tel:561.372.7129>
> <LCF Client Data Sheet.pdf>

PLAINTIFF'S EXHIBIT 73
PENGAD 800-631-6989

KNR03536

From: Rob Nestico
Sent: Thursday, May 03, 2012 11:02 AM
To:
Subject: Re: Lending co

Send to ciro

Rob Nestico
Attorney at Law
Kisling,Nestico & Redick

On May 3, 2012, at 10:57 AM, wrote:

please tell me what you want from me with this email
On May 3, 2012, at 8:55 AM, Rob Nestico wrote:

Rob Nestico
Attorney at Law
Kisling,Nestico & Redick

Begin forwarded message:

From: Jenna Sanzone <jsanzone@knrlegal.com>
Date: May 3, 2012 8:07:29 AM EDT
To: Rob Nestico <nestico@knrlegal.com>
Subject: RE: Lending co

This is what all PCF sends:

Can you please send info at your earliest convenience?
Thanks!

CLIENT: new application
1. Amount of meds
2. Name of insurance co.
3. Amount of available insurance coverage
4. Any settlement offers
5. Any other loans
6. Any child support liens
7. Copy of PR

Thanks!

KNR03540

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
74

From: Ciro Cerrato <lcfunding1@gmail.com>
Sent: Friday, June 01, 2012 11:29 AM
To: Rob Nestico
Subject: Monthly Reports

Rob,

Can you send a copy of the monthly reports the lending companies send to KNR?
I need to create one for you guys.

Thanks!

--
Ciro Cerrato
Liberty Capital Funding L.L.C.
lcfunding1@gmail.com
PH 1.866.612.6000
Fax: 561.372.7129

PLAINTIFF'S EXHIBIT 75
PENGAD 800-631-6989

RE: Liberty Capital

Joshua Angelotta
Sent: Tuesday, October 30, 2012 11:15 AM
To: Rob Nestico

2 very recent cases:

We signed this one yesterday. He needed a loan for some bills so I gave him Lib Cap's #. He called me this morning saying that according to Lib Cap our office could not process the loan request because we had all left the office because of the storm.

- this is an objective we signed last week. The client called yesterday saying she didn't want us to rep her anymore because we told her we could get her a loan for her last insurance bill and car payment. She needed $700 and was told by Brian at Lib Cap that we said that she should be approved for no more than $500 (No one here spoke to Brian about the loan request).

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

---

From: Rob Nestico
Sent: Tuesday, October 30, 2012 11:08 AM
To: Prelit Attorney; Litigation Attorney; Litigation Support; Prelit Support
Cc: Brandy Brewer; Sarah Rucker
Subject: Liberty Capital

If anyone has been having problems with them please e-mail me what has happened and be as specific as possible.

Thank you

PLAINTIFF'S EXHIBIT 76

REDACTED

From: Rob Nestico
Sent: Wednesday, November 27, 2013 1:53 PM
To: Paul W. Steele
Subject: Re: Case with child support lien

No reduce chiro and us to cover loan original amount no interest tell ciro

Sent from Rob Nestico

On Nov 27, 2013, at 1:51 PM, "Paul W. Steele" <steele@knrlegal.com> wrote:

> That is what I am trying to figure out
>
> Should we just tell ciro he has to write it off as a loss?
> Child support down here in Franklin County is horrible to deal with.
>
> **From:** Rob Nestico
> **Sent:** Wednesday, November 27, 2013 1:45 PM
> **To:** Paul W. Steele
> **Subject:** Re: Case with child support lien
>
> Who is paying cash advance
>
> Sent from Rob Nestico
>
> On Nov 27, 2013, at 1:33 PM, "Paul W. Steele" <steele@knrlegal.com> wrote:
>
>> Yes T&C in full
>> From T&C
>>
>> **From:** Rob Nestico
>> **Sent:** Wednesday, November 27, 2013 1:32 PM
>> **To:** Paul W. Steele
>> **Cc:** Paul W. Steele
>> **Subject:** Re: Case with child support lien
>>
>> Is t & c paid in full
>>
>> Sent from Rob Nestico
>>
>> On Nov 27, 2013, at 1:20 PM, "Paul W. Steele" <steele@knrlegal.com> wrote:
>>
>>> Convinced child support supervisor to let us pay the bills and our fee – at first they wanted the whole $11k
>>>
>>> Issue – client had cash advance – liberty capital for $250 – owing $398

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
77

Client understands he is not getting any money – all going to his kid – they will not allow him to receive any money

We are paying everyone in full on this – hospitals and all
Settled $11k
T&C $2138
Ghoub $2060
KNR $2750 25%
$2615.88 to Child support

I do not want to bring up to child support the cash advance and screw up the deal with us getting our fee and bills being paid

Should I tell ciro – tough luck – add child support liens to your questionnaire?
Should I pay him the principal $250 from our fee from business account since we are taking full fee?
Could we cut Ghoub $250 and pay ciro indirectly?

Not sure how to handle it.

From: Robert Redick
Sent: Tuesday, July 02, 2013 2:35 PM
To: Hillary Kornas
Subject: RE: - Liberty Capital

I spoke to him about this.
These were MP cut ups and withdraw – he is lucky he got anything at all

Call him and refresh his memory.

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

---

From: Hillary Kornas
Sent: Tuesday, July 02, 2013 9:40 AM
To: Robert Redick
Subject: FW: - Liberty Capital

There's a reduction to 800 shown in the value screen, but Ciro wants 950 (see below)

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

---

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Tuesday, July 02, 2013 9:36 AM
To: Hillary Kornas
Subject: Re:

No, Amount due was $1585. (see email trail)

His advance was over a year old.

Any way you guys can send $150 to close the case?

PLAINTIFF'S EXHIBIT 78
PENGAD 800-631-6989

KNR03588

REDACTED

On Tue, Jul 2, 2013 at 9:09 AM, Hillary Kornas <hkornas@knrlegal.com> wrote:

Okay. That was the right amount, correct?

Hillary Kornas

Kisling, Nestico & Redick

Paralegal

3412 W. Market St., Akron, Ohio 44333

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

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Monday, July 01, 2013 5:32 PM

To: Hillary Kornas
Subject: Re:

I received check for from KNR $800.00

On Fri, Jun 7, 2013 at 4:26 PM, Hillary Kornas <hkornas@knrlegal.com> wrote:

Okay I'll let Robert know. Thanks!

REDACTED

From: Robert Redick
Sent: Thursday, June 20, 2013 11:01 AM
To: Hillary Kornas
Subject: RE:

Don't they ususally?

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

---

From: Hillary Kornas
Sent: Thursday, June 20, 2013 11:00 AM
To: Robert Redick
Subject: RE:

Should I tell Ciro about the funding from Oasis? He didn't ask.

Hillary Kornas
Kisling, Nestico & Redick
Paralegal
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: Robert Redick
Sent: Thursday, June 20, 2013 10:58 AM
To: Hillary Kornas
Subject: RE:

OK – send the stuff to Ciro but I need to call and explain about pre-paying the interest but rolling into a new loan company

Thanks

PLAINTIFF'S EXHIBIT 79
PENGAD 800-631-6989

REDACTED

KNR03602

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

---

From: Hillary Kornas
Sent: Thursday, June 20, 2013 10:58 AM
To: Robert Redick
Subject: RE:

4/30

Hillary Kornas
Kisling, Nestico & Redick
Paralegal
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: Robert Redick
Sent: Thursday, June 20, 2013 10:46 AM
To: Hillary Kornas
Subject: RE:

When did he get the loan from Oasis?

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

---

From: Hillary Kornas
Sent: Thursday, June 20, 2013 10:39 AM
To: Robert Redick
Subject:

Oasis declined him because he's already received one advance and treatment is only ER/chiro. Not because we gave them the impression we didn't want them to give additional funding.

KNR03603

REDACTED

What should I do about application from Ciro?

Hillary Kornas
Kisling, Nestico & Redick
Paralegal
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

KNR03604

From: Brian Zaber
Sent: Tuesday, February 11, 2014 4:14 PM
To: Ciro Cerrato
Cc: Rob Nestico
Subject:

Hi Ciro – Marti emailed you for a payoff on this case a few days ago. It was $496. The top offer in this case is $1087 b/c there is no damage to the vehicle and the insurance company doesn't believe our client sustained injured. I have given this case to Rob for review due to these circumstances. He has proposed that you take $300. Both medical providers are taking significant reductions and we have almost cut our fee in half. Please advise so that I may proceed to attempt to resolve this matter. Thank you.
Brian Zaber

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
80

KNR03454

REDACTED

From: Rob Nestico
Sent: Tuesday, February 11, 2014 2:10 PM
To: Brian Zaber
Subject: Re:

Yes send us both am e mail

Sent from Rob Nestico

On Feb 11, 2014, at 1:50 PM, "Brian Zaber" <bzaber@knrlegal.com> wrote:

> Rob,
> On this one that you just reviewed you cut Ciro to 300 from 496. Can I just pay him and note the file that you approved ? Or do I need to email him and cc you saying that is what you suggested due to the settlement. Thanks.

REDACTED

From: Brian Zaber
Sent: Monday, February 03, 2014 5:29 PM
To: Rob Nestico
Subject: Re:

Signed it - sorry to have to involve you.

Sent from my iPhone

On Feb 3, 2014, at 5:22 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:

Sent from Rob Nestico

Begin forwarded message:

From: Ciro Cerrato <lcfunding1@gmail.com>
Date: February 3, 2014 at 5:13:54 PM EST
To: Rob Nestico <nestico@knrlegal.com>
Subject: Re:

k. Thanks Rob

On Mon, Feb 3, 2014 at 4:42 PM, Rob Nestico <nestico@knrlegal.com> wrote:

Ciro:

Can we get this client an advance of 250.00 more? Please let me know. Don't want to lose this client.

Thank you

Alberto R. Nestico

Kisling, Nestico & Redick

PLAINTIFF'S EXHIBIT 81

PENGAD 800-631-6989

REDACTED

KNR03456

From: Rob Nestico
Sent: Monday, February 03, 2014 10:30 AM
To: Brian Zaber
Subject: RE: - Liberty Capital issues

Pay him same on each 568

Alberto R. Nestico
Kisling, Nestico & Redick
Attorney at Law/ Owner
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: Brian Zaber
Sent: Monday, February 03, 2014 10:21 AM
To: Rob Nestico
Subject: RE: - Liberty Capital issues

500 each

From: Rob Nestico
Sent: Monday, February 03, 2014 10:15 AM
To: Brian Zaber
Subject: RE: - Liberty Capital issues

What was the amount borrowed

Alberto R. Nestico
Kisling, Nestico & Redick
Attorney at Law/ Owner
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 82

From: Brian Zaber
Sent: Monday, February 03, 2014 10:08 AM

REDACTED

To: Rob Nestico
Subject: FW: - Liberty Capital issues

Rob,
Below is the email exchange between myself and Ciro relative to . . These clients are part of a four pack I inherited from Antonio wherein there is only 25 k to go around for 5 injured claimants. The offers on . and . are 3k and 2k respectively. You and I discussed . case on Friday after which I called Ciro and told him of the situation and that I wanted him to take the amount of the loan (500) because there was no money in the settlement. He countered that with 560 (inclusive of his costs)

With regard to . I requested an updated payoff this morning and learned that his debt had increased from 778 to 978. Ciro has offered to take 800 on as he "is taking a bath on all my deals".

Thanks in advance.
Brian

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Monday, February 03, 2014 9:35 AM
To: Brian Zaber
Subject: Re:

$968.77

Attached.

On Mon, Feb 3, 2014 at 9:29 AM, Brian Zaber <bzaber@knrlegal.com> wrote:

What is the payoff on ? We had it at 778.13. Thanks

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Monday, February 03, 2014 9:22 AM
To: Brian Zaber
Subject: Re:

I'm taking a bath on all of your deals.

$800.

$560.

On Mon, Feb 3, 2014 at 9:16 AM, Brian Zaber <bzaber@knrlegal.com> wrote:

Hi Ciro- I am still confirming on . On another note . is one of the four I told you about when I asked you about . Can you confirm his payoff and if you can shave anything off of it. Thanks.

REDACTED

KNR03468

From: Julie McAtee
Sent: Wednesday, June 04, 2014 8:45 AM
To: Rob Nestico
Subject: RE

Sounds good. Thanks!

From: Rob Nestico
Sent: Wednesday, June 04, 2014 8:38 AM
To: Julie McAtee
Subject: Re:

He asks again tell him he needs to discuss with me and I'm out of town until Monday.

Sent from Attorney Rob Nestico

On Jun 4, 2014, at 8:36 AM, "Julie McAtee" <jmcatee@knrlegal.com> wrote:

> That's what I figured. Thanks!
>
> ---
>
> **From:** Rob Nestico
> **Sent:** Tuesday, June 03, 2014 5:59 PM
> **To:** Julie McAtee
> **Subject:** Re:
>
> Don't send him anything
>
> Sent from Attorney Rob Nestico
>
> On Jun 3, 2014, at 11:59 AM, "Julie McAtee" <jmcatee@knrlegal.com> wrote:
>
>> I sent Circo a copy of the cleared check for the client in question. I'm not sure about the "current client pay off list" and wanted to check with you prior to sending anything. Let me know if you want me to send him something.
>>
>> Thanks Rob!
>>
>> Julie
>>
>> **From:** Ciro Cerrato [mailto:lcfunding1@gmail.com]
>> **Sent:** Tuesday, June 03, 2014 11:47 AM
>> **To:** Julie McAtee; Joshua Angelotta
>> **Subject:** Fwd:
>>
>> Julie,
>>
>> Can you confirm KNR has paid off
>> I believe it is Check #19628 on 1/30/13.
>> Josh and I would like to confirm this payment has occurred.

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
83

REDACTED

KNR03446

Also, Please send the most current client pay off list in a separate email.

Thank you!
-Ciro

---------- Forwarded message ----------
From: **Joshua Angelotta** <jangelotta@knrlegal.com>
Date: Tue, Jun 3, 2014 at 9:24 AM
Subject:
To: "Ciro Cerrato (lcfunding1@gmail.com)" <lcfunding1@gmail.com>

Please confirm that this balance has been paid in full.

Joshua R. Angelotta

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

<image001.jpg><image002.jpg> <image003.jpg> <ima

--
Ciro Cerrato
Liberty Capital Funding L.L.C.
lcfunding1@gmail.com
PH 1.866.612.6000
Fax: 561.423.0931

REDACTED

From: Rob Nestico
Sent: Tuesday, June 03, 2014 7:02 PM
To: Julie McAtee
Subject: Re:

See me tomorrow.

Sent from Attorney Rob Nestico

On Jun 3, 2014, at 11:59 AM, "Julie McAtee" <jmcatee@knrlegal.com> wrote:

> I sent Circo a copy of the cleared check for the client in question. I'm not sure about the "current client pay off list" and wanted to check with you prior to sending anything. Let me know if you want me to send him something.
>
> Thanks Rob!
>
> Julie
>
> **From:** Ciro Cerrato [mailto:lcfunding1@gmail.com]
> **Sent:** Tuesday, June 03, 2014 11:47 AM
> **To:** Julie McAtee; Joshua Angelotta
> **Subject:** Fwd:
>
> Julie,
>
> Can you confirm KNR has paid off
> I believe it is Check #19628 on 1/30/13.
> Josh and I would like to confirm this payment has occurred.
>
> Also, Please send the most current client pay off list in a separate email.
>
> Thank you!
> -Ciro
>
> ---------- Forwarded message ----------
> From: **Joshua Angelotta** <jangelotta@knrlegal.com>
> Date: Tue, Jun 3, 2014 at 9:24 AM
> Subject:
> To: "Ciro Cerrato (lcfunding1@gmail.com)" <lcfunding1@gmail.com>
>
> Please confirm that this balance has been paid in full.

KNR03448

REDACTED

Re: Lending co

Brandy Lamtman
Sent: Friday, November 30, 2012 8:19 PM
To: Rob Nestico

Oh I know. Neither of them told us about it. Ciro was going to waive. I discussed this with Robert and we decided to make attorneys pay because at some point we will need a favor from Ciro and need him to waive. I told Ciro next time they call and ask him that he needs to let me know. We will also address this at meetings. It's not up to the attorneys. It's up to you and Robert.

Sent from my iPhone

On Nov 30, 2012, at 8:10 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:

> Really they better pay him.
>
> Sent from iPhone of Rob Nestico
>
> On Nov 30, 2012, at 6:30 PM, "Brandy Lamtman" <brandy@knrlegal.com> wrote:
>
>> I've been working with Ciro today. Trying to get everything up to date in our system. So far Gary P has closed 2 cases without paying and Ken 1 case.
>>
>> Sent from my iPhone
>>
>> On Nov 30, 2012, at 6:20 PM, "Rob Nestico" <nestico@knrlegal.com> wrote:
>>
>>> Please use liberty capital until further notice.
>>>
>>> Sent from iPhone of Rob Nestico

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
84

RE: Legal Funding Companies

Brandy Brewer
Sent: Tuesday, February 03, 2015 1:40 PM
To: Staff

Just to clarify, we are back to working with both lending companies. For new loans, please offer BOTH. If they already have a loan with one, then have them call that company just as you normally would.

On a side note, Preferred Capital charges lower ongoing interest on loans.

Additionally, please do not contact Brian Moonin.

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

From: Brandy Brewer
Sent: Tuesday, February 03, 2015 1:10 PM
To: Staff
Subject: Legal Funding Companies
Importance: High

Please be sure to offer two different companies to your clients, only if they request a loan. We will be working with Oasis and Preferred Capital. Our new Oasis rep's name is Kelly and we will also be working with her assistant Orlando. Please use email as your primary communication and be sure to email both of them: kelly@oasislegal.com and oherrera@oasislegal.com.

PH: 847-521-4438 Orlando
847-521-4428 Kelly

Please remember this is a business relationship, not a friendship.

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
65

KNR03392

Subject: FW: Gotta love our clients!!!

From: gpetti@knrlegal.com
To: pettigary@yahoo.com
Date: Tuesday, November 27, 2012, 3:25:57 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

-----Original Message-----
From: Rob Nestico
Sent: Tuesday, November 27, 2012 3:25 PM
To: Nomiki Tsarnas
Cc: Attorneys; Brandy Lamtman
Subject: Re: Gotta love our clients!!!

They don't like macaroni grill? Next time get Popeyes chicken.

Sent from iPhone of Rob Nestico

On Nov 27, 2012, at 3:19 PM, "Nomiki Tsarnas" <Tsarnas@knrlegal.com> wrote:

> One of our clients sold our gift card to a pawn shop April's friend works at!!!! LMAO!!!!
>
> From: 3305064473@vzwpix.com [mailto:3305064473@vzwpix.com]
> Sent: Tuesday, November 27, 2012 3:17 PM
> To: Nomiki Tsarnas
> Subject:
>
>
> <IMG_6568.jpg>

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PLAINTIFF'S EXHIBIT
86

Sandra Kurt, Summit County Clerk of Courts

Pick Your NPR Station
There are at least two stations nearby

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PLAINTIFF'S EXHIBIT 87
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CODE SWITCH

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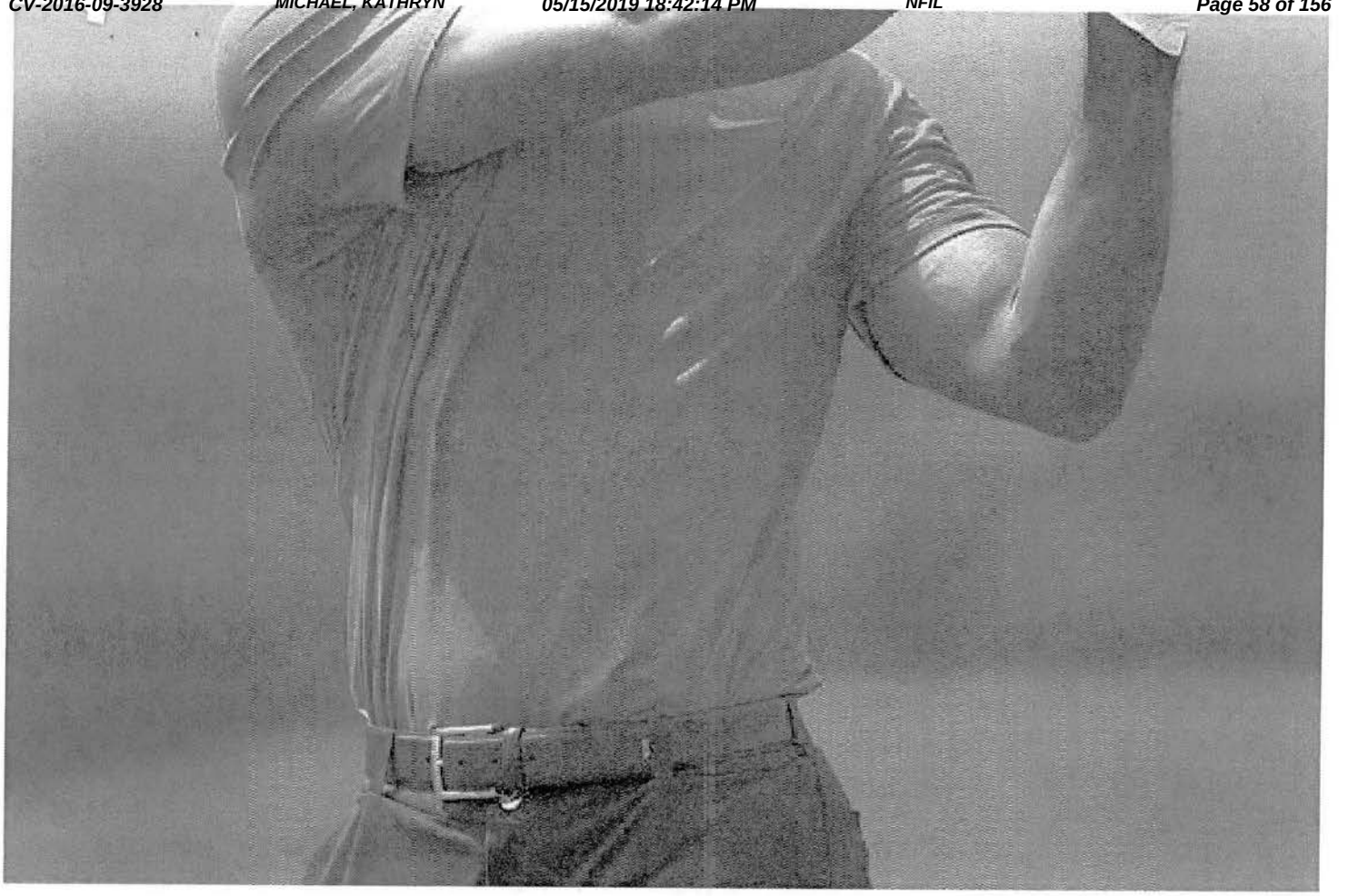
Where Did That Fried Chicken Stereotype Come From?

May 22, 2013 · 6:03 PM ET

GENE DEMBY



A rival of Tiger Woods made a joke that was construed by many as racist.
John Raoux/AP

Sports-talk radio was abuzz Wednesday morning with some comments that Sergio Garcia, the professional golfer, made about his frequent foil, Tiger Woods.

"We'll have him 'round every night," Garcia said. "We will serve fried chicken."

The comment came after Garcia was asked if he would invite his rival, with whom he has a frosty relationship, to his house during next month's U.S. Open. Woods responded to Garcia's tweets on Twitter: "The comment that was made wasn't silly. It was wrong, hurtful and clearly inappropriate ... I'm confident that there is real regret that the remark was made." (Garcia offered a textbook nonapology apology.)

Wait. *This again?*

This black-people-and-fried-chicken thing is really old — it's not even the first time a

professional golfer made a joke about fried chicken and Tiger Woods.

What is it with this stereotype about black people loving fried chicken?

I asked Claire Schmidt for help. She's a professor at the University of Missouri who studies race and folklore. Schmidt said chickens had long been a part of Southern diets, but they had particular utility for slaves. They were cheap, easy to feed and a good source of meat.

Article continues below

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See what news, politics and culture say about race and identity, sent weekly.

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But then, Schmidt says, came Birth of a Nation.

D.W. Griffith's seminal and supremely racist 1915 silent movie about the supposedly heroic founding of the Ku Klux Klan was a huge sensation when it debuted. One scene in the three-hor features a group of actors portraying shiftless black elected officials acting rowdy and crudely in a legislative hall. (The message to the audience: These are the dangers of letting blacks vote.) Some of the legislators are shown drinking. Others had their feet kicked up on their desks. And one of them was very ostentatiously eating fried chicken.

"That image really solidified the way white people thought of black people and fried chicken," Schmidt said.

Schmidt said that like watermelon, that other food that's been a mainstay in racist depictions of blacks, chicken was also a good vehicle for racism because of the way people eat it. (According to government stats, blacks are underrepresented among watermelon consumers.) "It's a food you eat with your hands, and therefore it's dirty," Schmidt said. "Table manners are a way of determining who is worthy of respect or not."

But why does this idea still hold traction, since fried chicken is clearly a staple of the American diet? Surely, KFC, Popeyes and Church's ain't national chains — and chicken and waffles aren't a brunch staple — because of the supposed culinary obsessions of black folks.

"It's still a way to express racial [contempt] without getting into serious trouble," Schmidt said. (Among the Code Switch team, we've started referring to these types of winking statements as "racist bank shots.")

"How it's possible to be both a taboo and a corporate mainstream thing just shows how complicated race in America is," Schmidt said.

It's also worth citing the great and very NSFW social theorist Dave Chappelle, who quipped that when it comes to race and food, people of color suffer from some real information asymmetry.

"The only reason these things are even an issue is because nobody knows what white people eat," Chappelle said.

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See what news, politics and culture say about race and identity, sent weekly.

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From: **Brandy Lamtman** brandy@knrlegal com
Subject: Chiropractor Referrals
Date: May 6, 2013 at 6 14 PM
To: Prelit Attorney PrelitAttorney@knrlegal com
Cc: Rob Nestico nestico@knrlegal com

We MUST send an investigator to sign up clients!! We cannot refer to Chiro and have them sign forms there. This is why we have investigators. We are losing too many cases doing this!!!!!!!

If a client is already at the chiro's office then of course it is ok. Other than that send an investigator

No faxing or emailing forms unless it is approved by Rob, Robert or I.

Sent from my iPhone

PLAINTIFF'S EXHIBIT 88

PENGAD 800-631-6989

WILLIAMS000001

From: Brandy Brewer <bbrewer@knrlegal.com>
Sent: Monday, March 19, 2012 4:43 PM
To: Attorneys
Subject: Intakes....

Importance: High

I know we¹ve had a lot of intakes today, but we still need to make sure we are handling them properly. Please make sure you are getting DOB & SSN, otherwise records and bills cannot be requested when the case is opened, which will then create more work for your paralegal. Note as much information as possible, the more info we have the easier it is to get opened. If the client is super concerned about something, note that. This is very important. If the client wants a rental car ASAP or the property damage needs handledŠ..whatever it is, note it so that we can handle that portion immediately after the case gets opened. Signups MUST be on the calendar. I am positive that all of the signups for today aren¹t on the calendar. If you are having issues with this, please see me.

I¹ve also noticed that signups aren¹t being scheduled for the same day as the intake. Obviously this isn¹t always possible, but always try your best to make that happen. This is a sure way to not get the case!!

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 89

From: Brandy Brewer <bbrewer@knrlegal.com>
Sent: Tuesday, February 28, 2012 10:22 AM
To: [redacted]
Cc: Holly Tusko; Rob Nestico; Robert Redick
Subject: RE: [redacted] referred to [redacted], signing there tomorrow

We need to send the investigator to sign her up today then. RememberŠ..ALL signups must be same day, unless approved. 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
Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

From: [redacted]
Sent: Tuesday, February 28, 2012 10:18 AM
To: Holly Tusko; Brandy Brewer; Rob Nestico; Robert Redick
Cc: [redacted]
Subject: RE: [redacted], signing there tomorrow

I spoke with [redacted] she did not realize that [redacted] called and rescheduled. [redacted] said she could not get a ride. I spoke with [redacted] and she is all set with a ride for tomorrow afternoon. We're all good.

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

From: Holly Tusko
Sent: Tuesday, February 28, 2012 9:58 AM
To: [redacted]
Cc: [redacted]
Subject: RE: [redacted] referred to [redacted] signing there tomorrow

PLAINTIFF'S EXHIBIT 40
PENGAD 800-631-6989

2/28 - Holly called chiro and she is not scheduled at their facility, I will email [redacted] (9:55 AM)

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Tuesday, June 3, 2014 11:07 AM
To: Prelit Attorney
Subject: Investigators

Importance: High

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

From: Brandy Brewer
Sent: Tuesday, June 03, 2014 11:02 AM
To: Prelit Support
Subject: Investigators
Importance: High

We have two intakes today that were referred to ASC and they are signing forms there. This shouldn't be happening unless the client cannot meet with Mike/Aaron/Chuck and they can only sign at chiro.

The cases today are in Akron. There should be no reason why an investigator cannot sign.

If you have questions about this, please see me.

Thank you.

PLAINTIFF'S EXHIBIT 91
PENGAD 800-631-6989

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

From: **Brandy Lamtman** brandy@knrlegal com
Subject: Intakes
Date: February 13, 2013 at 5.55 PM
To: Attorneys Attorneys@knrlegal com
Cc: Rob Nestico nestico@knrlegal com, Holly Tusko htusko@knrlegal com

Every time you do an intake you need to send an email to Rob, Robert, Holly, Sarah and I. EVERYONE needs to do this!! The email should list what the referral is, if you referred out for treatment and how it is getting signed up.

No exceptions!

Sent from my iPhone

PLAINTIFF'S EXHIBIT 92

WILLIAMS000560

Sign Ups

Holly Tusko

Sent: Tuesday, June 10, 2014 10:26 AM
To: Wes Steele; Paul Hillenbrand; Tom [tfish878@insight.rr.com]; David French; Gary Monto; JUDANJUDO@aol.com; James Smith; Dennis Rees; Gary Krebs; Glenn Jones; Aaron Czetli; Mike Simpson; Chuck DeRemer
Cc: Prelit Attorney; Brandy Brewer; Rob Nestico
Importance: High

Good Morning KNR Investigators. In an effort to get everyone on the same page please and to ensure that we are servicing our clients to be best of our ability please see the below criteria for doing sign ups. Please note that if this criteria is not met you will not be paid. When doing a sign up the following steps need to be taken...

1.) The subject line of your email should always contain the client(s) name
2.) The contingency fee agreement, patient authorization and proof of representation forms needs to be signed and dated as well as a discharge letter, if applicable. Keep in mind that we do have 1/3 and ¼ fee agreements as well as 1/3 and ¼ Spanish fee agreements. Should you need any of these emailed to you please let me know. The attorney will always advise you if we need ¼ fee agreements signed, otherwise it will always be 1/3
3.) Photo(s) of insurance cards
4.) Photo of client (from the chest up)
5.) Photo(s) of ANY visible injuries (cuts, red marks, bruises, scratches, stiches, braces, casts, etc)
6.) Photo(s) of the vehicle
7.) Photo of police report (we send out direct mailers so a lot of the time the client will have the police report there with them).

You can use the above numeric format to add to the body of your email when sending the forms. If for any reason these items are not available then just note it accordingly in the body of your email. Again, this must be done by all investigators for all sign ups.

Please contact me with any questions / concerns.

Best Regards,

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

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PLAINTIFF'S EXHIBIT
93

WILLIAMS000018

15 Auto (427 so far for October)
1 Other

10/17/14	10/17/14	A	Lisa / Amanda	Wes Steele $50	Red Bag Columbus	-
10/17/14	10/17/14	A	Lisa / Amanda	Wes Steele $50	Red Bag Columbus	-
10/17/14	10/17/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Inj	-
10/17/14	10/17/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
10/17/14	10/17/14	A	Lindsay / Brian	Hillenbrand $100	Friend - Unknown	-
10/17/14	10/17/14	A	Nicole / Devin	MRS $50	Akron Inj	-
10/17/14	10/17/14	A	Courtney / Josh	AMC $50	Red Bag Toledo	-
10/17/14	10/17/14	A	Jackie / Josh	AMC $50	DM 06/16/2014 Akron	-
10/17/14	10/17/14	A	Heather / Paul	Wes Steele $50	Hilliard Family Chiro	-
10/17/14	10/17/14	A	Lorene / Tom	Jeff Allen $50	Direct Ytown	-
10/17/14	10/17/14	A	Courtney / Josh	MRS $50	Direct Akron	-
10/17/14	10/17/14	A	Marti / Robert	AMC $50		-
10/17/14	10/17/14	A	Marti / Robert	AMC $50		-
10/17/14	10/17/14	A	Lorene / Tom	Jeff Allen $50	Ytown Chiro	-
10/17/14	10/17/14	A	Lorene / Tom	Jeff Allen $25	Ytown Chiro	-
10/17/14	10/17/14	O	Mallory / Kelly	Tom Fisher $100	TV-Columbus	-

cid image001.jpg@01CFCB80.9 22E3D30

Holly Tusko
Kisling, Nestico & Redick
Intake Manager
3412 W. Market St., Akron, Ohio 44333
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PLAINTIFF'S EXHIBIT
94

WILLIAMS000019

8 Auto (435 so far for October)

	10/18/14	10/18/14	A	Heather / Paul	Wes Steele $50	Col Inj East	-
	10/18/14	10/18/14	A	Marti / Robert	AMC $50	TV-Akron / Cleveland	-
	10/18/14	10/18/14	A	Marti / Robert	AMC $50	TV-Akron / Cleveland	-
	10/18/14	10/18/14	A	Lorene / Tom	Jeff Allen $50	Direct Ytown	Comp to
	10/18/14	10/18/14	A	Nicole / Devin	MRS $50	Devin O	-
	10/18/14	10/18/14	A	Courtney / Josh	AMC $50	Direct Cleveland	-
	10/18/14	10/18/14	A	Heather / Paul	Hillenbrand $100		-
	10/18/14	10/18/14	A	Heather / Paul	Hillenbrand $50		-

cid:image001.jpg@01CFCB80.922E3D30

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

WILLIAMS000020

37 Auto (471 so far for October)
1 Dog

		10/20/14	10/20/14	A	Courtney / Josh	Wes Steele $100	YP	-	
		10/16/14	10/16/14	A	Bre / Rob H	MRS $50	Crossroads Chiro	-	
		10/20/14	10/20/14	A	Lorene / Tom	MRS $50	Direct Ytown	-	
		10/20/14	10/20/14	A	Courtney / Josh	AMC $50	Akron Square	-	
		10/20/14	10/20/14	A	Nicole / Devin	MRS $50	Timber Spine	-	
		10/20/14	10/20/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Inj	-	
		10/20/14	10/20/14	A	Mallory / Kelly	Hillenbrand $50	Town & Country	-	
		10/20/14	10/20/14	A	Matt / Josh	MRS $50	Google	OBJ	
		10/20/14	10/20/14	A	Courtney / Josh	MRS $50	Accident Inj	-	
		10/20/14	10/20/14	A	Courtney / Josh	AMC $50	Akron Square	Comp to	
		10/20/14	10/20/14	A	Jackie / Jason	MRS $50	Akron Square	-	
		10/20/14	10/20/14	A	Jackie / Jason	MRS $50	Akron Square	-	
		10/20/14	10/20/14	A	Jackie / Jason	MRS $50	Akron Square	-	
		10/20/14	10/20/14	A	Courtney / Josh	AMC $50	Parma Chiro	-	
		10/20/14	10/20/14	A	Matt / Tom	MRS $50	DM 06/02/2014 Ytown Red Bag	OBJ	
		10/20/14	10/20/14	A	Courtney / Josh	MRS $50	Web Page	-	
		10/20/14	10/20/14	A	Lisa / Amanda	Hillenbrand $100	Red Bag Columbus	-	
		10/20/14	10/20/14	A	Lisa / Amanda	Wes Steele $50	Town & Country	Comp to	
		10/20/14	10/20/14	A	Marti / Robert	MRS $50	Friend-Unknown	-	
		10/20/14	10/20/14	A	Marti / Robert	MRS $50	Friend-Unknown	-	
		10/20/14	10/20/14	A	Marti / Robert	MRS $50	Friend-Unknown	-	
		10/20/14	10/20/14	A	Nicole / Devin	Gary Monto $100	TV-Toledo	-	
		10/20/14	10/20/14	A	Nicole / Devin	Gary Monto $100	TV- Toledo	-	
		10/20/14	10/20/14	A	Mallory / Kelly	Wes Steele $50	Whitehall Inj	-	
		10/20/14	10/20/14	A	Courtney / Josh	AMC $50	Akron Square	-	
		10/20/14	10/20/14	A	Courtney / Josh	MRS $50	Akron Square	-	
		10/20/14	10/20/14	A	Jackie / Jason	MRS $50	Akron Square	Comp to	
		10/20/14	10/20/14	A	Paige / Ken	AMC $50	Atlantic Chiro	-	
		10/20/14	10/20/14	A	Paige / Ken	AMC $50	Atlantic Chiro	-	
		10/20/14	10/20/14	A	Marti / Robert	AMC $50	Xcell Chiro	-	
		10/20/14	10/20/14	A	Mallory / Kelly	Wes Steele $50	TV-Columbus	-	
		10/20/14	10/20/14	A	Lindsay / Brian	Wes Steele $50	DM 09/29/2014 Franklin		
		10/20/14	10/20/14	A	Mallory / Kelly	Wes Steele $50	Old Town Chiro		
		10/20/14	10/20/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-	
		10/20/14	10/20/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-	
		10/20/14	10/20/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-	
		10/20/14	10/20/14	A	Courtney / Josh	AMC $50	YP	-	
		10/20/14	10/20/14	DOG	Courtney / Josh	Hillenbrand $100	TV-Columbus	-	

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

WILLIAMS000021

31 Auto (503 so far for October)

10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Direct Columbus	-
10/21/14	10/21/14	A	Courtney / Josh	Wes Steele $100	Red Bag Columbus	COMM DEF
10/21/14	10/21/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
10/21/14	10/21/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
10/21/14	10/21/14	A	Mallory / Kelly	Hillenbrand $50	Town & Country	-
10/21/14	10/21/14	A	Lindsay / Brian	Hillenbrand $50	Town & Country	-
10/21/14	10/21/14	A	Bre / Rob H	AMC $50	Shaker Blvd	-
10/21/14	10/21/14	A	Bre / Rob H	AMC $50	Shaker Blvd	-
10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Col Inj - North	Comp to
10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Col Inj - North	Comp to
10/21/14	10/21/14	A	Lorene / Tom	AMC $50		-
10/21/14	10/21/14	A	Lorene / Tom	Jeff Allen $75	Red Bag Ytown	-
10/21/14	10/21/14	A	Paige / Ken	MRS $50		-
10/21/14	10/21/14	A	Nicole / Devin	Dave French $100	YP	-
10/21/14	10/21/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
10/21/14	10/21/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
10/21/14	10/21/14	A	Mallory / Kelly	Wes Steele $50	Town & Country	-
10/21/14	10/21/14	A	Bre / Rob H	AMC $50	Red Bag Summit	-
10/21/14	10/21/14	A	Nicole / Devin	MRS $50	Akron Square	-
10/21/14	10/21/14	A	Nicole / Devin	MRS $50	Canton Inj	-
10/21/14	10/21/14	A	Jackie / Jason	AMC $50		-
10/21/14	10/21/14	A	Jackie / Jason	AMC $50		-
10/21/14	10/21/14	A	Jackie / Jason	AMC $50		-
10/21/14	10/21/14	A	Lisa / Amanda	Wes Steele $50	Town & Country	-
10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Town & Country	-
10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Town & Country	-
10/21/14	10/21/14	A	Lindsay / Brian	Wes Steele $50	Town & Country	-
10/21/14	10/21/14	A	Lorene / Tom	Jeff Allen $75		-
10/21/14	10/21/14	A	Lorene / Tom	Jeff Allen $25		-
10/21/14	10/21/14	A	Lindsay / Brian	Hillenbrand $100	DM 08/25/2014 Franklin	-
10/21/14	10/21/14	A	Courtney / Josh	AMC $50	Euclid Physical Medicine	-

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

WILLIAMS000022

37 Auto (599 so far for October)

	10/24/14	10/24/14	A	Jackie / Jason	MRS $50		-
	10/24/14	10/24/14	A	Paige / Ken	Glenn Jones $100	YP	-
	10/24/14	10/24/14	A	Paige / Ken	Glenn Jones $50	YP	-
	10/24/14	10/24/14	A	Paige / Ken	Glenn Jones $50	YP	-
	10/24/14	10/24/14	A	Bre / Rob H	MRS $50	Red Bag Portage	-
	10/24/14	10/24/14	A	Jackie / Jason	AMC $50	Timber Spine & Rehab	-
	10/24/14	10/24/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Mallory / Kelly	Wes Steele $50	West Broad Spine & Rehab	-
	10/24/14	10/24/14	A	Lisa / Amanda	Wes Steele $50	Town & Country Chiropractic	-
	10/24/14	10/24/14	A	Nicole / Devin	Jeff Allen $75	Red Bag Youngstown	-
	10/24/14	10/24/14	A	Nicole / Devin	Jeff Allen $25	Red Bag Youngstown	-
	10/24/14	10/24/14	A	Nicole / Devin	Jeff Allen $25	Red Bag Youngstown	-
	10/24/14	10/24/14	A	Heather / Paul	Paul Hillenbrand $50	Town & Country Chiropractic	-
	10/24/14	10/24/14	A	Heather / Paul	Paul Hillenbrand $100	Town & Country Chiropractic	-
	10/24/14	10/24/14	A	Courtney / Josh	AMC $50	TV-Akron/Cleveland	-
	10/24/14	10/24/14	A	Lisa / Amanda	Wes Steele $50	Town & Country Chiropractic	-
	10/24/14	10/24/14	A	Lisa / Amanda	Wes Steele $50	Town & Country Chiropractic	-
	10/24/14	10/24/14	A	Jackie / Jason	AMC $50	Core Chiropractic & Rehab	-
	10/24/14	10/24/14	A	Courtney / Josh	AMC $50		Comp to
	10/24/14	10/24/14	A	Lorene / Tom	Jeff Allen	Friend-Unknown	-
	10/24/14	10/24/14	A	Lorene / Tom	Jeff Allen	Friend-Unknown	-
	10/24/14	10/24/14	A	Lorene / Tom	Jeff Allen	Friend-Unknown	-
	10/24/14	10/24/14	A	Courtny / Josh	MRS $50	Word of Mouth	-
	10/24/14	10/24/14	A	Courtney / Josh	MRS $50	Word of Mouth	-
	10/24/14	10/24/14	A	Mallory / Kelly	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Mallory / Kelly	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Jackie / Jason	AMC $50	United Accident Injury Center	-
	10/24/14	10/24/14	A	Jackie / Jason	AMC $50	United Accident Injury Center	-
	10/24/14	10/24/14	A	Lorene / Tom	MRS $50		-
	10/24/14	10/24/14	A	Paige / Ken	MRS $50	Friend-Unknown	-
	10/24/14	10/24/14	A	Nicole / Devin	Jeff Allen $75	Red Bag Youngtown	Comp to
	10/24/14	10/24/14	A	Courtney / Josh	AMC $50	Timber Spine & Rehab	-
	10/24/14	10/24/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Injury Center	-
	10/24/14	10/24/14	A	Lindsay / Brian	Wes Steele $50		-
	10/24/14	10/24/14	A	Paige / Ken	AMC $50		-

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WILLIAMS000023

11 Auto (610 so far for October)

		10/25/14	10/25/14	A	Marti / Robert	MRS $50	Columbus Injury & Rehab	
		10/25/14	10/25/14	A	Marti / Robert	MRS $50	Columbus Injury & Rehab	
		10/25/14	10/25/14	A	Marti / Robert	MRS $50	Columbus Injury & Rehab	
		10/25/14	10/25/14	A	Bre / Rob H	AMC $50	TV-Akron/Cleveland	
		10/25/14	10/25/14	A	Courtney / Josh	MRS $50	YP	
		10/25/14	10/25/14	A	Jackie / Jason	Hillenbrand $100	TV-Columbus	
		10/25/14	10/25/14	A	Mallory / Kelly	Hillenbrand $100	TV-Columbus	
		10/25/14	10/25/14	A	Lindsay / Brian	Hillenbrand $100	Direct Columbus	
		10/25/14	10/25/14	A	Lisa / Amanda	Wes Steele $50		
		10/25/14	10/25/04	A	Lisa / Amanda	Wes Steele $50		
		10/25/14	10/25/14	A	Heather / Paul	Hillenbrand $100	Red Bag Columbus	

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WILLIAMS000024

27 Auto (386 so far for October)

	10/15/14	10/15/14	A	Lisa / Amanda	Wes Steele $50		-
	10/15/14	10/15/14	A	Lisa / Amanda	Wes Steele $50		-
	10/15/14	10/15/14	A	Lisa / Amanda	Wes Steele $50	West Broad Chiro	-
	10/15/14	10/15/14	A	Bre / Rob H	AMC $50	Timber Spine	-
	10/15/14	10/15/14	A	Heather / Paul	MRS $50	DM 10/06/2014 Franklin Red Bag	-
	10/15/14	10/15/14	A	Nicole / Devin	Hillenbrand $100	DM 10/06/2014 Akron	Comp to
	10/15/14	10/15/14	A	Marti / Robert	MRS $50	North Star Ortho	-
	10/15/14	10/15/14	A	Jackie / Jason	MRS $50	YP	-
	10/15/14	10/15/14	A	Lorene / Tom	Jeff Allen $50	Ytown Chiro	-
	10/15/14	10/15/14	A	Jackie / Jason	AMC $50	YP	-
	10/15/14	10/15/14	A	Major / Keith	AMC $50		Only wants Keith as attorney
	10/15/14	10/15/14	A	Courtney / Josh	AMC $50	Shaker Blvd	-
	10/15/14	10/15/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Inj	COMMERCIAL DEF
	10/15/14	10/15/14	A	Mallory / Kelly	Hillenbrand $50	East Broad	-
	10/15/14	10/15/14	A	Heather / Paul	Wes Steele $50	Whitehall Inj	-
	10/15/14	10/15/14	A	Lindsay / Brian	Hillenbrand $100	Red Bag Columbus	-
	10/15/14	10/15/14	A	Jackie / Jason	MRS $50	Friend - Unknown	-
	10/15/14	10/15/14	A	Heather / Paul	Wes Steele $50	Col Ini & Rehab - West	-
	10/15/14	10/15/14	A	Heather / Paul	Wes Steele $50		-
	10/15/14	10/15/14	A	Courtney / Josh	MRS $50	DM 08/25/2014 Akron	-
	10/15/14	10/15/14	A	Bre / Rob H	AMC $50	Toledo Inj	Comp to
	10/15/14	10/15/14	A	Bre / Rob H	MRS $50	Red Bag Stark	-
	10/15/14	10/15/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Inj	-
	10/15/14	10/15/14	A	Nicole / Devin	MRS $50	Akron Square	-
	10/15/14	10/15/14	A	Paige / Ken	AMC $50	Timber Spine	-
	10/15/14	10/15/14	A	Bre / Rob H	AMC $50	Xcell	-
	10/15/14	10/15/14	A	Nicole / Devin	MRS $50	Red Bag Stark	-

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WILLIAMS000025

30 Auto (359 so far for October)
1 Knee

		10/14/14	10/14/14	A	Heather / Paul	Gary Krebs $100		-
		10/14/14	10/14/14	A	Courtney / Josh	MRS $50	Akron Square	-
		10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele $50	Town & Country	-
		10/14/14	10/14/14	A	Paige / Ken	Hillenbrand $100	TV-Columbus	-
		10/14/14	10/14/14	A	Nicole / Devin	MRS $50	DM 09/15/2014 Stark Red Bag	-
		10/14/14	10/14/14	A	Nicole / Devin	MRS $50	DM 09/15/2014 Stark Red Bag	-
		10/14/14	10/14/14	A	Bre / Rob H	AMC $50	Toledo Injury	-
		10/14/14	10/14/14	A	Paige / Ken	MRS $50	Atlantic Chiro	Comp to
		10/14/14	10/14/14	A	Paige / Ken	MRS $50	Atlantic Chiro	Comp to
		10/14/14	10/14/14	A	Bre / Rob H	AMC $50	Shaker Blvd Rehab	-
		10/14/14	10/14/14	A	Jill / John	AMC $50	YP	OBJ
		10/14/14	10/14/14	A	Heather / Paul	Wes Steele $50	Red Bag Columbus	-
		10/14/14	10/14/14	A	Nicole / Devin	AMC $50	TV-Akron / Cleveland	-
		10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele $50	Whitehall Inj	-
		10/14/14	10/14/14	A	Courtney / Josh	AMC $50	Web Page	-
		10/14/14	10/14/14	A	Lorene / Tom	MRS $50	DM 10/06/2014 Ytown Red Bag	-
		10/14/14	10/14/14	A	Bre / Rob H	AMC $50	Akron Square	COMMERCIAL DEF
		10/14/14	10/14/14	A	Lindsay / Brian	Hillenbrand $100	TV-Columbus	-
		10/14/14	10/14/14	A	Heather / Paul	MRS $50	Direct Mail- Columbus	OBJ
		10/14/14	10/14/14	A	Heather / Paul	MRS $50	Direct Mail- Columbus	OBJ
		10/14/14	10/14/14	A	Heather / Paul	MRS $50	Direct Mail- Columbus	OBJ
		10/14/14	10/14/14	A	Courtney / Josh	AMC $50	Akron Square	
		10/14/14	10/14/14	A	Courtney / Josh	AMC $50	Akron Square	Comp to
		10/14/14	10/14/14	A	Lindsay / Brian	Wes Steele $50	Whitehall Inj	
		10/14/14	10/14/14	A	Paige / Ken	MRS $50	Akron Square	-
		10/14/14	10/14/14	A	Bre / Rob H	MRS $50	Akron Square	Comp to
		10/14/14	10/14/14	A	Courtney / Josh	AMC $50		-
		10/14/14	10/14/14	A	Nicole / Devin	Glenn Jones $100	Friend - Unknown	-
		10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele $50	Col Inj - East	-
		10/14/14	10/14/14	A	Nicole / Devin	MRS $50	Xcell	-
		10/14/14	10/14/14	KNEE	Watson	AMC $50	YP	-

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WILLIAMS000026

35 Auto (687 so far for May)

		5/30/14	5/30/14	A	Bobbie / Mark	MRS $50		-
		5/30/14	5/30/14	A	Paige / Ken	AMC $50	Werkmore Chiro	-
		5/30/14	5/30/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
		5/30/14	5/30/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
		5/30/14	5/30/14	A	Matt / Amanda	James Smith $100	DM 05/26/2014 Cincy	OBJ -
		5/30/14	5/30/14	A	Courtney / Jason	MRS $50	DM 05/26/2014 Stark Red Bag	-
		5/30/14	5/30/14	A	Jackie / Josh	AMC $50	Akron Square	-
		5/30/14	5/30/14	A	Lorene / Tom	Wes Steele $50	Town & Country	comp to
		5/30/14	5/30/14	A	Lorene / Tom	Wes Steele $50	Town & Country	comp to
		5/30/14	5/30/14	A	Courtney / Jason	James Smith $100	DM 05/26/2014 Cincy	-
		5/30/14	5/30/14	A	Amy / Greg	James Smith $100	DM 05/26/2014 Cincy	-
		5/30/14	5/30/14	A	Jackie / Josh	Jeff Allen $75	Ytown Chiro	-
		5/30/14	5/30/14	A	Courtney / Jason	AMC $50	TV-Akron / Cleveland	-
		5/30/14	5/30/14	A	Courtney / Jason	AMC $50	TV-Akron / Cleveland	-
		5/30/14	5/30/14	A	Jackie / Josh	MRS $50	TV-Akron / Cleveland	-
		5/30/14	5/30/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
		5/30/14	5/30/14	A	Nicole / Devin	AMC $50	DM 05/26/2014 Akron Red Bag	-
		5/30/14	5/30/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
		5/30/14	5/30/14	A	Courtney / Jason	AMC $50	DM 05/19/2014 Akron Red Bag	-
		5/30/14	5/30/14	A	Paige / Ken	MRS $50	TV-Akron / Cleveland	-
		5/30/14	5/30/14	A	Paige / Ken	AMC $50	Core Chiro	-
		5/30/14	5/30/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
		5/30/14	5/30/14	A	Amy / Greg	Wes Steele $50	DM 05/26/2014 Franklin Red Bag	-
		5/30/14	5/30/14	A	Nicole / Devin	MRS $50	DM 03/17/2014	-
		5/30/14	5/30/14	A	Jimmy / Robert	MRS $50	Friend - Unknown	-
		5/30/14	5/30/14	A	Heather / Paul	Wes Steele $50	TV-Columbus	-
		5/30/14	5/30/14	A	Heather / Paul	Wes Steele $50	TV-Columbus	-
		5/30/14	5/30/14	A	Bobbie / Mark	AMC $50	Canton Inj	-
		5/30/14	5/30/14	A	Bobbie / Mark	AMC $50	Canton Inj	-
		5/30/14	5/30/14	A	Jimmy / Robert	Dave French $100	DM 04/14/2014 Toledo	-
		5/30/14	5/30/14	A	Jackie / Josh	AMC $50	DM 05/26/2014 Akron Red Bag	-
		5/30/14	5/30/14	A	Paige / Ken	MRS $50	Sycamore Spine	-
		5/30/14	5/30/14	A	Paige / Ken	MRS $50	Sycamore Spine	-
		5/30/14	5/30/14	A	Jimmy / Robert	MRS $50	Detroit Shoreway	-
		5/30/14	5/30/14	A	Jimmy / Robert	MRS $50	Detroit Shoreway	-

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WILLIAMS000027

40 Auto (630 so far for May)
1 S/F

5/27/14	5/27/14	A	Jimmy / Robert	Jeff Allen $100	YP	-
5/27/14	5/27/14	A	Courtney / Jason	MRS $50		
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50		-
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50		-
5/28/14	5/28/14	A	Courtney / Jason	MRS $50	North Coast Inj & Spine	-
5/28/14	5/28/14	A	Courtney / Jason	MRS $50	Akron Square	-
5/28/14	5/28/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Courtney / Jason	MRS $50	TV-Akron/Cleveland	-
5/28/14	5/28/14	A	Courtney / Jason	AMC $50	TV-Akron/Cleveland	Comp to
5/28/14	5/28/14	A	Bobbie / Mark	AMC $50	DM 01/20/2014 Akron #1	-
5/28/14	5/28/14	A	Bobbie / Mark	MRS $50	Toledo Inj	-
5/28/14	5/28/14	A	Bobbie / Mark	MRS $50	TV-Ytown	-
5/28/14	5/28/14	A	Paige / Ken	AMC $50	Shaker Square	-
5/28/14	5/28/14	A	Felipe / Amanda	Wes Steele $50	Town & Country	OBJ -
5/28/14	5/28/14	A	Felipe / Amanda	N/A	Town & Country	Not OBJ -
5/28/14	5/28/14	A	Bobbie / Mark	Jeff Allen $75	DM 05/19/2014 Ytown Red Bag	-
5/28/14	5/28/14	A	Paige / Ken	MRS $50	Akron Square	Comp to
5/28/14	5/28/14	A	Courtney / Jason	AMC $50		Ref by
5/28/14	5/28/14	A	Jimmy / Robert	MRS $50		-
5/28/14	5/28/14	A	Heather / Paul	MRS $50		COMMERCIAL DEF
5/28/14	5/28/14	A	Courtney / Jason	AMC $50	Akron Inj Center	-
5/28/14	5/28/14	A	Paige / Ken	Gary Monto $100	DM 05/19/2014 Toledo	-
5/28/14	5/28/14	A	Paige / Ken	Gary Monto $50	DM 05/19/2014 Toledo	-
5/28/14	5/28/14	A	Matt / Ken	Gary Monto $100	DM 11/18/2013 Toledo #1	OBJ -
5/28/14	5/28/14	A	Bobbie / Mark	MRS $50	YP	-
5/28/14	5/28/14	A	Paige / Ken	MRS $50	Akron Square	-
5/28/14	5/28/14	A	Matt / Tom	MRS $50		OBJ -
5/28/14	5/28/14	A	Matt / Tom	AMC $50	TV-Ytown	OBJ -
5/28/14	5/28/14	A	Jackie / Josh	MRS $50	Shaker Square	-
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Paige / Ken	MRS $50	Google	Comp to
5/28/14	5/28/14	A	Courtney / Jason	MRS $50	Bus	-
5/28/14	5/28/14	A	Courtney / Jason	MRS $50	Bus	-
5/28/14	5/28/14	A	Heather / Paul	Wes Steele $50		-
5/28/14	5/28/14	A	Heather / Paul	Wes Steele $50		-
5/28/14	5/28/14	A	Heather / Paul	Wes Steele $50		-
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50		-
5/28/14	5/28/14	A	Amy / Greg	Wes Steele $50		-
5/28/14	5/28/14	A	Courtney / Jason	Glenn Jones $100		-
5/28/14	5/28/14	SF	Jill / John	N/A		-

Holly Tusko

WILLIAMS000028

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Kisling, Nestico & Redick
Intake Manager
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Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

WILLIAMS000029

46 Auto (590 so far for May)

5/27/14	5/27/14	A	Amy / Greg	Wes Steele $50		Comp to
5/27/14	5/27/14	A	Amy / Greg	Hillenbrand $150	Westgate	-
5/27/14	5/27/14	A	Jimmy / Robert	MRS $50	TV-Akron/Cleveland	-
5/27/14	5/27/14	A	Jimmy / Robert	MRS $50	TV-Akron/Cleveland	-
5/27/14	5/27/14	A	Courtney / Jason	Jeff Allen $50	DM 05/12/2014 Ytown Red Bag	-
5/27/14	5/27/14	A	Courtney / Jason	Jeff Allen $25	DM 05/12/2014 Ytown Red Bag	-
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	Friend - Unknown	-
5/27/14	5/27/14	A	Amy / Greg	Wes Steele $50	Col Inj - North	-
5/27/14	5/27/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Nicole / Devin	AMC $50	DM 05/19/2014 Summit Red Bag	-
5/27/14	5/27/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
5/23/14	5/23/14	A	Paige / Ken	AMC $50	United Accident Inj	-
5/27/14	5/27/14	A	Paige / Ken	MRS $50	TV-Akron/Cleveland	-
5/27/14	5/27/14	A	Matt / Tom	AMC $50	Yanek Chiro	-
5/27/14	5/27/14	A	Lorene / Tom	AMC $50	Ytown Chiro	-
5/27/14	5/27/14	A	Lorene / Tom	AMC $50	Ytown Chiro	-
5/27/14	5/27/14	A	Paige / Ken	MRS $50		ref by)
5/27/14	5/27/14	A	Jimmy / Robert	James Smith $100	TV-Columbus	-
5/27/14	5/27/14	A	Jimmy / Robert	James Smith $50	TV-Columbus	-
5/27/14	5/27/14	A	Courtney / Jason	James Smith $100	1	Comp tt
5/27/14	5/27/14	A	Bobbie / Mark	Gary Monto $100	Toledo Spine	-
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	DM 05/19/2014 Franklin	-
5/27/14	5/27/14	A	Paige / Ken	AMC $50	TV-Akron/Cleveland	
5/27/14	5/27/14	A	Courtney / Jason	Stephen Tobias $100	DM 05/19/2014 Dayton	-
5/27/14	5/27/14	A	Marti / Ken	AMC $50		
5/27/14	5/27/14	A	Marti / Ken	AMC $50		-
5/27/14	5/27/14	A	Bobbie / Mark	James Smith $100	DM 2014-Cincy	Signed at two separate locations / residences
5/27/14	5/27/14	A	Bobbie / Mark	James Smith $100	DM 2014-Cincy	Signed at two separate locations / residences
5/27/14	5/27/14	A	Lorene / Tom	Jeff Allen $75	DM 05/05/2014 Ytown Red Bag	-
5/27/14	5/27/14	A	Courtney / Jason	AMC $50	Akron Square	-
5/27/14	5/27/14	A	Courtney / Jason	AMC $50	Akron Square	-
5/27/14	5/27/14	A	Jackie / Josh	AMC $50		
5/27/14	5/27/14	A	Lacey / Amanda	Wes Steele $50	Town & Country	-
5/27/14	5/27/14	A	Courtney / Jason	Glenn Jones $100	YP	-
5/27/14	5/27/14	A	Jimmy / Robert	AMC $50	TV-Akron/Cleveland	-
5/27/14	5/27/14	A	Jimmy / Robert	Dave French $100	TV-Toledo	-
5/27/14	5/27/14	A	Jimmy / Robert	Dave French $50	TV-Toledo	-
5/27/14	5/27/14	A	Paige / Ken	MRS $50	Google	-

5/27/14	5/27/14	A	Bobbie / Mark	AMC $50	TV-Akron/Cleveland	-
5/27/14	5/27/14	A	Bobbie / Mark	AMC $50	TV-Akron/Cleveland	-

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Holly Tusko
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WILLIAMS000030

WILLIAMS000031

33 Auto (474 so far for April)
1 Other

		4/23/14	4/23/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
		4/23/14	4/23/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
		4/23/14	4/23/14	A	Lacey / Amanda	Wes Steele $50	Radio		-
		4/23/14	4/23/14	A	Courtney / Jason	MRS $50	Core Chiro		-
		4/23/14	4/23/14	A	Matt / Paul	AMC $50	DM 03/10/2014 Cincy	OBJ -	
		4/23/14	4/23/14	A	Paige / Ken	AMC $50	Detroit Shoreway		-
		4/23/14	4/23/14	A	Paige / Ken	AMC $50	Detroit Shoreway		-
		4/23/14	4/23/14	A	Lacey / Amanda	Wes Steele $50	Col Inj Center		-
		4/23/14	4/23/14	A	Lacey / Amanda	Wes Steele $50	Col Inj Center		-
		4/23/14	4/23/14	A	Nicole / Devin	MRS $50	Canton Inj		-
		4/23/14	4/23/14	A	Nicole / Devin	MRS $50	Canton Inj		-
		4/23/14	4/23/14	A	Nicole / Devin	AMC $50	Toledo Spine		-
		4/23/14	4/23/14	A	Nicole / Devin	MRS $50	DM 04/21/14 Akron Red Bag		-
		4/23/14	4/23/14	A	Lorene / Tom	Jeff Allen $50			-
		4/23/14	4/23/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
		4/23/14	4/23/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
		4/23/14	4/23/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
		4/23/14	4/23/14	A	Nicole / Devin	AMC $50	United Accident Inj		-
		4/23/14	4/23/14	A	Lacey / Amanda	Wes Steele $50			-
		4/23/14	4/23/14	A	Lacey / Amanda	Wes Steele $50			-
		4/23/14	4/23/14	A	Paige / Ken	MRS $50	Euclid Phys Med		-
		4/23/14	4/23/14	A	Paige / Ken	MRS $50	Euclid Phys Med		-
		4/23/14	4/23/14	A	Paige / Ken	AMC $50	Procare		-
		4/23/14	4/23/14	A	Nicole / Devin	AMC $50	Canton Inj		-
		4/23/14	4/23/14	A	Courtney / Jason	AMC $50	Toledo Inj		-
		4/23/14	4/23/14	A	Courtney / Jason	MRS $50	DM 04/14/2014 Akron		-
		4/23/14	4/23/14	A	Courtney / Jason	MRS $50			-
		4/23/14	4/23/14	A	Nicole / Devin	Dave French $100	TV-Toledo		-
		4/23/14	4/23/14	A	Nicole / Devin	AMC $50		Ref by and	
		4/23/14	4/23/14	A	Courtney / Jason	MRS $50	A Plus Inj		-
		4/23/14	4/23/14	A	Heather / Paul	Hillenbrand $100			-
		4/23/14	4/23/14	A	Nicole / Devin	MRS $50			-
		4/23/14	4/23/14	A	Nicole / Devin	MRS $50	Detroit Shoreway		-
		4/23/14	4/23/14	O	Jackie / Josh	N/A	Google		-

Description: cid:image001.jpg@01CCFD44.391088 50

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WILLIAMS000032

31 Auto (420 so far for April)
1 Dog
1 Other

		4/21/14	4/21/14	A	Jimmy / Robert	Gary Krebs $100	DM 04/14/2014 Cincy	-
		4/21/14	4/21/14	A	Jimmy / Robert	Gary Krebs $100	DM 04/14/2014 Cincy	-
		4/21/14	4/21/14	A	Courtney / Jason	Gary Manto $100	YP	-
		4/21/14	4/21/14	A	Marti / Brian	AMC $50	NorthCoast	-
		4/21/14	4/21/14	A	Lorene / Tom	Jeff Allen $50	TV-Ytown	-
		4/21/14	4/21/14	A	Lorene / Tom	Jeff Allen $25	TV-Ytown	-
		4/21/14	4/21/14	A	Lorene / Tom	Jeff Allen $25	TV-Ytown	-
		4/21/14	4/21/14	A	Jackie / Josh	MRS $50	Akron Square	-
		4/21/14	4/21/14	A	Marti / Brian	AMC $50	YP	-
		4/21/14	4/21/14	A	Matt / Tom	MRS $50		OBJ -
		4/21/14	4/21/14	A	Paige / Ken	AMC $50	Canton Inj	-
		4/21/14	4/21/14	A	Paige / Ken	AMC $50	Canton Inj	-
		4/21/14	4/21/14	A	Paige / Ken	MRS $50		-
		4/21/14	4/21/14	A	Paige / Ken	AMC $50	Shaker Square	-
		4/21/14	4/21/14	A	Matt / Brian	MRS $50	DM 02/24/2014	OBJ -
		4/21/14	4/21/14	A	Lacey / Amanda	Hillenbrand $50	Town & Country	-
		4/21/14	4/21/14	A	Heather / Paul	Hillenbrand $50	Town & Country	-
		4/21/14	4/21/14	A	Jackie / Josh	Dave French $100		-
		4/21/14	4/21/14	A	Lacey / Amanda	Wes Steele $50	Col Inj Center	-
		4/21/14	4/21/14	A	Nicole / Devin	AMC $50	DM 04/14/2014 Lorain Red Bag	same ax as
		4/21/14	4/21/14	A	Nicole / Devin	AMC $50	DM 04/14/2014 Lorain Red Bag	same ax as
		4/21/14	4/21/14	A	Nicole / Devin	AMC $50	DM 04/14/2014 Lorain Red Bag	same ax as
		4/21/14	4/21/14	A	Nicole / Devin	AMC $50	DM 04/14/2014 Lorain Red Bag	same ax as
		4/21/14	4/21/14	A	Nicole / Devin	Gary Manto $100	YP	-
		4/21/14	4/21/14	A	Nicole / Devin	Gary Manto $50	YP	-
		4/21/14	4/21/14	A	Nicole / Devin	Gary Manto $50	YP	-
		4/21/14	4/21/14	A	Jackie / Josh	MRS $50	DM 03/24/014 Stark red bag	-
		4/21/14	4/21/14	A	Nicole / Devin	AMC $50	Detroit Shoreway Chiro	-
		4/21/14	4/21/14	A	Amy/Greg	Wes Steele $50	T&C	-
		4/21/14	4/21/14	A	Nicole / Devin	MRS $50	DM 04/14/2014 Akron Red Bag	-
		4/21/14	4/21/14	A	Courtney / Jason	MRS $50	Toledo Injury Center	-
		4/21/14	4/21/14	DOG	Matt / Ken	N/A		OBJ -
		4/21/14	4/21/14	O	Heather / Paul	Wes Steele $50		-

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Holly Tusko
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WILLIAMS000033

27 Auto (47 so far for April)
1 HIP

		4/2/14	4/2/14	A	Courtney / Jason	AMC $50	Akron Square	-	
		4/2/14	4/2/14	A	Bre / Rob H	AMC $50	TV-Akron/Cleveland	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-	
		4/2/14	4/2/14	A	Matt / Paul	Wes Steele $50	Web Page	OBJ -	
		4/2/14	4/2/14	A	Matt / Paul	Wes Steele $50	Web Page	OBJ -	
		4/2/14	4/2/14	A	Jackie / Josh	Dave French $100	TV-Toledo	-	
		4/2/14	4/2/14	A	Courtney / Jason	MRS $50	TV-Akron/Cleveland	-	
		4/2/14	4/2/14	A	Heather / Paul	Wes Steele $50	Complete Auto Body	-	
		4/2/14	4/2/14	A	Jackie / Josh	AMC $50	Atlantic	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	Westgate	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	Westgate	-	
		4/2/14	4/2/14	A	Megan / Ken	James Smith $100	Advanced Chiro in Dayton	-	
		4/2/14	4/2/14	A	Jackie / Josh	James Smith $100	Advanced Chiro in Dayton	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	Westgate	-	
		4/2/14	4/2/14	A	Jackie / Josh	MRS $50	Tru Health	-	
		4/2/14	4/2/14	A	Marti / Brian	MRS $50	DM 03/18/2013 Akron #1		
		4/2/14	4/2/14	A	Courtney / Jason	AMC $50	Canton Inj	-	
		4/2/14	4/2/14	A	Heather / Paul	Tom Fisher $50	Town & Country	-	
		4/2/14	4/2/14	A	Jackie / Josh	Jeff Allen $100	TV-Akron/Cleveland	-	
		4/2/14	4/2/14	A	Marti / Brian	James Smith $100	Advanced Chiro in Dayton	-	
		4/2/14	4/2/14	A	Marti / Brian	James Smith $100	Advanced Chiro in Dayton	-	
		4/2/14	4/2/14	A	Courtney / Jason	MRS $50	Toledo Spine	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	Town & Country	-	
		4/2/14	4/2/14	A	Amy / Greg	Wes Steele $50	Town & Country		
		4/2/14	4/2/14	A	Bre / Rob H	MRS $50		-	
		4/2/14	4/2/14	HIP	Watson	Stephen Tobias $100	YP	-	

Description: cid:image001.jpg@01CCFD44.391088 50

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WILLIAMS000034

28 Auto (234 so far for April)

		4/10/14	4/10/14	A	Courtney / Jason	AMC $50	Toledo Spine		-
		4/10/14	4/10/14	A	Jackie / Josh	James Smith $100	DM 04/07/2014 Cincy		-
		4/10/14	4/10/14	A	Jackie / Josh	Gary Monto $100	Toledo Spine		-
		4/10/14	4/10/14	A	Jackie / Josh	Gary Monto $50	Toledo Spine		-
		4/10/14	4/10/14	A	Courtney / Jason	MRS $50	Toledo Inj		-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50	f		-
		4/10/14	4/10/14	A	Bre / Rob H	MRS $50			-
		4/10/14	4/10/14	A	Matt / Brian	AMC $50	Core Chiro		
		4/10/14	4/10/14	A	Courtney / Jason	MRS $50	Xcell		-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50			-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50			-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50			-
		4/10/14	4/10/14	A	Jackie / Josh	MRS $50	Canton Inj		-
		4/10/14	4/10/14	A	Jackie / Josh	MRS $50	Canton Inj		-
		4/10/14	4/10/14	A	Lacey / Amanda	Hillenbrand $50	Town & Country		-
		4/10/14	4/10/14	A	Courtney / Jason	MRS $50	DM 04/07/2014 Akron Red Bag		-
		4/10/14	4/10/14	A	Courtney / Jason	AMC $50	Atlantic Chiro		-
		4/10/14	4/10/14	A	Bre / Rob H	MRS $50	Akron Square		-
		4/10/14	4/10/14	A	Bre / Rob H	MRS $50	Akron Square		-
		4/10/14	4/10/14	A	Lorene /Tom	Jeff Allen $50	Youngstown Chiro		
		4/10/14	4/10/14	A	Marti / Brian	AMC $50	Rolling Acres		-
		4/10/14	4/10/14	A	Marti / Brian	MRS $50	Rolling Acres		-
		4/10/14	4/10/14	A	Lacey / Amanda	Tom Fisher $50	East Broad		-
		4/10/14	4/10/14	A	Heather / Paul	Tom Fisher $50	DM 04/07/2014 Franklin Red Bag		-
		4/10/14	4/10/14	A	Heather / Paul	Tom Fisher $25	DM 04/07/2014 Franklin Red Bag		-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50	Detroit Shoreway		-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50	Detroit Shoreway		-
		4/10/14	4/10/14	A	Bre / Rob H	AMC $50	Detroit Shoreway		-

Description: cid:image001.jpg@01CCFD44.391088 50

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WILLIAMS000035

37 Auto (656 for March)

3/31/14	3/31/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Marti / Brian	MRS $50	Radio	Comp to	-
3/31/14	3/31/14	A	Lacey / Amanda	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Paige / Robert	AMC $50	DM 03/10/2014 Akron		-
3/31/14	3/31/14	A	Megan / Ken	AMC $50		Comp to	-
3/31/14	3/31/14	A	Amy / Kristen	MRS $50			-
3/31/14	3/31/14	A	Lacey / Amanda	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Lorene / Tom	MRS $50			-
3/31/14	3/31/14	A	Paige / Robert	Tom Fisher $100	DM 03/24/2014 Akron		-
3/31/14	3/31/14	A	Paige / Robert	AMC $50	VP		-
3/31/14	3/31/14	A	Lacey / Amanda	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Lorene / Tom	AMC $50			-
3/31/14	3/31/14	A	Bre / Rob H	AMC $50	DM 03/24/2014 Akron		-
3/31/14	3/31/14	A	Megan / Ken	MRS $50	Akron Square		-
3/31/14	3/31/14	A	Heather / Paul	Wes Steele $50	TV-Columbus		-
3/31/14	3/31/14	A	Marti / Brian	MRS $50	TV-Akron/Cleveland		-
3/31/14	3/31/14	A	Megan / Ken	AMC $50	TV-Akron/Cleveland		-
3/31/14	3/31/14	A	Megan / Ken	AMC $50	TV-Akron/Cleveland		-
3/31/14	3/31/14	A	Megan / Ken	MRS $50	NorthCoast Rehab	Comp to	
3/31/14	3/31/14	A	Heather / Paul	Ayan Noor $100	AcuHealth		-
3/31/14	3/31/14	A	Marti / Brian	MRS $50	Akron Square		-
3/31/14	3/31/14	A	Marti / Brian	MRS $50	Akron Square		-
3/31/14	3/31/14	A	Marti / Brian	MRS $50	Akron Square		-
3/31/14	3/31/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Heather / Paul	Wes Steele $50	Town & Country		-
3/31/14	3/31/14	A	Megan / Ken	AMC $50	DM 03/31/2014 Akron Red Bag		-
3/31/14	3/31/14	A	Megan / Ken	MRS $50	TV-Akron/Cleveland		-
3/31/14	3/31/14	A	Marti / Brian	AMC $50			-
3/31/14	3/31/14	A	Amy/Greg	Wes Steele $50			-
3/31/14	3/31/14	A	Amy/Greg	Wes Steele $50			-
3/31/14	3/31/14	A	Jackie/Josh	Gary Monto $100	All Star Chiro		-
3/31/14	3/31/14	A	Jackie/Josh	AMC $50	A Plus Treatment Center		-
3/31/14	3/31/14	A	Courtney / Jason	AMC $50	Akron Square		-
3/31/14	3/31/14	A	Jackie/Josh	MRS $50	TV-Akron/Cleveland		-
3/31/14	3/31/14	A	Courtney / Jason	MRS $50			-
3/31/14	3/31/14	A	Courtney / Jason	MRS $50			-
3/31/14	3/31/14	A	Paige / Robert	MRS $50	Shaker Square		-

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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

WILLIAMS000036

30 Auto (618 so far for March)

	3/28/14	3/28/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
	3/28/14	3/28/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
	3/28/14	3/28/14	A	Heather / Paul	Wes Steele $50	Town & Country	-
	3/28/14	3/28/14	A	Jackie / Josh	AMC $50	DM 03/17/2014 Akron Red Bag	Comp to .
	3/28/14	3/28/14	A	Heather / Paul	Wes Steele $50	Web Page	-
	3/28/14	3/28/14	A	Megan / Ken	Gary Monto $100	DM 03/17/2014 Toledo	-
	3/28/14	3/28/14	A	Megan / Ken	Gary Monto $50	DM 03/17/2014 Toledo	-
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	AcuHealth	-
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	AcuHealth	-
	3/28/14	3/28/14	A	Megan / Ken	MRS $50	Toledo Inj	-
	3/28/14	3/28/14	A	Jackie / Josh	MRS $50	Canton Inj	-
	3/28/14	3/28/14	A	Lacey / Amanda	Wes Steele $50	Col Inj - West	-
	3/28/14	3/28/14	A	Megan / Ken	MRS $50	Akron Square	-
	3/28/14	3/28/14	A	Jackie / Josh	MRS $50	TV-Akron/Cleveland	-
	3/28/14	3/28/14	A	Amy / Greg	Tom Fisher $50	Town & Country	-
	3/28/14	3/28/14	A	Lacey / Amanda	Tom Fisher $50	Town & Country	-
	3/28/14	3/28/14	A	Marti / Brian	MRS $50	YP	-
	3/28/14	3/28/14	A	Lorene / Tom	AMC $50	DM ytown 01/06/2014 #1	-
	3/28/14	3/28/14	A	Lorene / Tom	AMC $50	DM ytown 01/06/2014 #1	-
	3/28/14	3/28/14	A	Lorene / Tom	AMC $50	DM ytown 01/06/2014 #1	-
	3/28/14	3/28/14	A	Megan / Ken	MRS $50	TV-Akron/Cleveland	-
	3/28/14	3/28/14	A	Courtney / Jason	AMC $50		-
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
	3/28/14	3/28/14	A	Bre / Rob H	AMC $50	Akron Square	-
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	Town & Country	-
	3/28/14	3/28/14	A	Megan / Ken	MRS $50		
	3/28/14	3/28/14	A	Megan / Ken	MRS $50		
	3/28/14	3/28/14	A	Megan / Ken	MRS $50		
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-
	3/28/14	3/28/14	A	Amy / Greg	Wes Steele $50	TV-Columbus	-

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Holly Tusko
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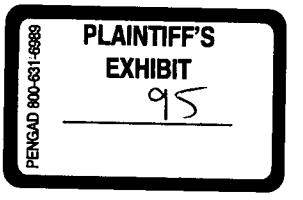

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

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

DEFENDANTS' FIRST AMENDED OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST REQUEST FOR INSPECTION, THIRD SET OF INTERROGATORIES, THIRD SET OF REQUESTS FOR ADMISSION, AND FIFTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rules 33, 34 and 36 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' First Request for Inspection, Third Set of Interrogatories, Third Set of Requests for Admission, and Fifth Set of Requests for Production of Documents ("Discovery Requests"):

GENERAL OBJECTIONS

1. Defendants object to Plaintiffs' Discovery 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' Discovery Requests seek information and

Sandra Kurt, Summit County Clerk of Courts

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, 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' Discovery 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 Discovery 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 discovery request 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 discovery request seeks information relating to Litigation Finance Companies other than Liberty Capital Funding, LLC ("Liberty Capital").

5. Defendants object as overly broad and unduly burdensome to the extent a discovery request seeks information relating to investigators other than Aaron Czetli and his company AMC Investigations and Michael Simpson and his company MRS Investigations.

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).

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 Discovery 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 Discovery Requests.

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

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

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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;

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 Discovery 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.

REQUEST FOR INSPECTION (KNR DEFENDANTS ONLY)

1. Under Civ.R. 34, Plaintiffs request to inspect and test all systems or databases in Defendants' custody or control on which any and all of the KNR Defendants' emails are stored. This includes any internet-based or cloud-based system or database to which the KNR Defendants have access through a third-party vendor and any storage system or database to which emails have been moved for any reason, including for preservation or searching. The purposes of this inspection and test are as follows: 1) to determine the search functionality of the systems or databases on which the KNR Defendants' emails are stored; 2) to determine the veracity of the KNR Defendants' repeated claims—including at the November 2 meet and confer between counsel, and in Brian Roof's November 15, 2017 letter—that routine email searches including essential terms at issue in this lawsuit would somehow "crash the system" used by the KNR Defendants to store emails (*see* Nov. 15 Roof letter at 2); 3) to determine the veracity of the KNR Defendants' other representations relating to email searches it has performed in

Sandra Kurt, Summit County Clerk of Courts

response to Plaintiffs' requests; and 4) more broadly, to further documentary discovery in this case consistent with the Civil Rules. This inspection and test may take place at the KNR Defendants' offices, or any place of Defendants' choosing where such systems or databases may be accessed and searched. This inspection and test shall take place at the same time as the 30(b)(5) deposition that Plaintiffs noticed on September 7, 2017 and shall be recorded by a qualified Notary Public by video and stenographic means.

RESPONSE: Objection. Defendants object to this request as unduly burdensome, disproportionate to the needs of the case, and completely unnecessary. They further object that the request is only being asked to harass Defendants. Defendants also object that this request seeks proprietary and confidential information that even the protective order is not sufficient to protect. This is especially true since Plaintiffs' law firm is a newly formed law firm that competes directly with KNR and granting Plaintiffs' attorneys access to KNR's document system and database would be unfairly prejudicial and detrimental to its business. In addition, this request would allow for the review of information and documents protected by the attorney-client privilege and work product. The Rule 30(B)(5) deposition should be sufficient to answer all of Plaintiffs' questions outlined above (1-4) regarding KNR's document system and database.

INTERROGATORIES (ALL DEFENDANTS)

1. Identify all bank accounts that you use or have used for any purpose whatsoever since 2008, business or personal, whether or not the account is in your name, including by the name of the account holder, the type of account, the purpose of the account, the account number, and the bank name and address. This includes all accounts to which you have deposited or from which you have withdrawn funds, or to or from which anyone has done so on your behalf.

RESPONSE: Objection. Defendants object that this interrogatory seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence, especially the request regarding the personal bank accounts. Defendants further object that this interrogatory is simply being posed to harass Defendants, especially the request regarding the personal bank accounts. In addition, Defendants object that this interrogatory is overly broad and unduly burdensome in that it requests information dating back to 2008 and requests the identity for bank accounts "used for any purpose whatsoever." The request is not even limited to the lawsuit. Defendants also object that this request seeks confidential and proprietary information that not even the protective order is sufficient to protect.

INTERROGATORIES (KNR DEFENDANTS ONLY)

2. Identify all bank accounts from which you paid "investigators" (including Aaron Czetli or AMC Investigations, Michael Simpson or MRS Investigations, Chuck Deremer, and the "investigators" identified in your third amended response to Plaintiffs' Interrogatory No. 1-8), including the name of the account holder, the type of account, the purpose of the account, the account number, and the bank name and address.

   RESPONSE: Objection. Defendants object that this interrogatory generally seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object that this interrogatory seeks information on investigators other than MRS and AMC. Defendants further object that this interrogatory is simply being posed to harass Defendants. In addition, Defendants object that this interrogatory is overly broad and unduly burdensome in that there is no date range. Defendants further object that this request seeks information relating to putative class members. As Defendants have previously stated, Plaintiffs are not entitled to discovery relating to putative class members until the case has been certified as a class action. Defendants also object that this request seeks confidential and proprietary information. Subject to and without waiving this objection, see document bates stamped KNR00021 for the check paid to MRS in Plaintiff Williams' case.

3. Identify all bank accounts (including the name of the account holder, the type of account, the purpose of the account, the account number, and the bank name and address) from which you paid "narrative fees" to any chiropractor or Medical Service Provider, including the narrative fees identified in your response to RFA No. 32, in Brian Roof's letter of November 15, 2017 at page 2, and in the KNR emails attached to Plaintiffs' motion for leave to file the Second Amended Complaint.

   RESPONSE: Objection. Defendants object that this interrogatory generally seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object that this interrogatory seeks information on Medical Service Providers other than ASC. Defendants further object that this interrogatory is simply being posed to harass Defendants. In addition, Defendants object that this interrogatory is overly broad and unduly burdensome in that it has no date range. Defendants further object that this request seeks information relating to putative class members. As Defendants have previously stated, Plaintiffs are not entitled to discovery relating to putative class members until the case has been certified as a class action. Defendants also object that this request seeks confidential and proprietary information.

4. Identify all changes in KNR's policies, procedures, or practices relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics

Sandra Kurt, Summit County Clerk of Courts

discussed in Paragraph 38 of the Third Amended Complaint (*See also* Defendants' Response to Interrogatory 2-17).

RESPONSE: Objection. Defendants have already answered this interrogatory in its amended response to Plaintiffs' Fourth Set of Requests for Production No. 4. In addition, Defendants object that the terms "policies, procedures, or practices" are vague, ambiguous, and undefined. Subject to and without waiving these objections, Defendants, based on the information known to date, do not recall making any changes to its policies, procedures, or practices relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint.

5. Identify all steps taken to search for documents responsive to Plaintiffs' Request for Production No. 4-2 and reach the determination—as stated in Defendants' amended response to the request and Brian Roof's Nov. 15, 2017 letter—that "there are no responsive documents" to this Request, including the names and positions of all persons who participated and their specific roles in conducting this search and reaching this determination.

RESPONSE: Objection. Defendants object that this request seeks information protected by the attorney-client privilege and work product doctrine. Plaintiffs can ask a factual question at the deposition of any of KNR's witnesses about whether he or she searched for such documents, but the interrogatory as phrased seeks privileged information.

6. Identify all work performed for Defendants by investigators (including Aaron Czetli, Michael Simpson, Chuck Deremer, and those identified in your third amended response to Plaintiffs' Interrogatory No. 1-8) that did not relate to the pass-through "investigation" expense that was charged to KNR clients, and did not relate to any specific client file, such as stuffing promotional envelopes, decorating the office for the holidays, and running errands for Rob Nestico and other KNR personnel.

RESPONSE: Certain investigators, as independent contractors, have previously performed non-investigative work (such as stuffing envelopes, running errands, dropping off mailers, and picking up mail) for KNR that was unrelated to a specific client file. They performed this work when they were not acting as investigators on behalf of KNR's clients and were paid separately for these non-investigative activities. Payments for such activities were not charged to any KNR client.

Sandra Kurt, Summit County Clerk of Courts

REQUESTS FOR ADMISSION (KNR DEFENDANTS ONLY)

1. Admit that KNR did not make any changes to its policies, procedures, or practices regarding chiropractic referrals relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint (*See also* Defendants' Response to Interrogatory 2-17).

   RESPONSE: Defendants admit this request to the extent that they are unaware of changes to KNR policies, procedures, or practices regarding chiropractic referrals relating to any lawsuit by an insurance company against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint.

2. Admit that no Defendant is in possession of any documents reflecting, discussing, or considering changes (or the consideration or discussion of such changes) to KNR policies, procedures, or practices regarding chiropractic referrals relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint (*See also* Defendants' Response to Interrogatory 2-17).

   RESPONSE: Based on currently available information, Defendants admit this request to the extent that they are unaware of possessing any documents reflecting, discussing, or considering changes to KNR policies, procedures, or practices regarding chiropractic referrals relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint See also Response to RFA No. 1, above.

3. Admit that Defendants' representation that "there are no responsive documents" to Plaintiffs' Request for Production of Documents No. 4-2—including in Plaintiffs' Amended Response to that Request and in Brian Roof's November 15, 2017 letter—is false.

   RESPONSE: Deny. Defendants do not recall any documents responsive to Request for Production of Documents No. 4-2. See Response RFA Nos. 1 and 2.

4. Admit that some of the investigators (including Aaron Czetli, Michael Simpson, Chuck Deremer, and those identified in your third amended response to Plaintiffs' Interrogatory No. 1-8) regularly performed work for Defendants that did not relate to the pass-through "investigation" expense that was charged to KNR clients, and did not relate to any specific client file, such as stuffing promotional envelopes, decorating the office for the holidays, and running errands for Rob Nestico and other KNR personnel.

RESPONSE: Defendants admit this request to the extent that certain investigators, as independent contractors, have previously performed non-investigative work (such as stuffing envelopes, and running errands, dropping off mailers, and picking up mail) for KNR that was unrelated to a specific client file, but deny the remainder of this request as phrased. See also response to Interrogatory No. 6, above.

REQUESTS FOR PRODUCTION OF DOCUMENTS (ALL DEFENDANTS)

Please produce the following documents:

1. All insurance policies that do or could conceivably provide coverage for the defense or payment of the claims at issue in this lawsuit, and documents sufficient to determine the full extent of any such coverage.

   RESPONSE: See documents produced herewith, bates nos. KNR03970-KNR04000.

REQUESTS FOR PRODUCTION OF DOCUMENTS (KNR DEFENDANTS ONLY)

Please produce the following documents:

2. All documents relating to the lawsuits by insurance companies against Plambeck-owned chiropractic clinics discussed in Paragraph 38 of the Third Amended Complaint (*See also* Defendants' Response to Interrogatory 2-17) including all documents in which these lawsuits are discussed or mentioned in any way.

   RESPONSE: Objection. This request seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request is overly broad and unduly burdensome as the Plambeck lawsuits go back to 2012. Subject to and without waiving any objections, see Response to RFA Nos. 1-3. In addition, Defendants are currently unaware of any responsive documents and that searching for any unlikely potential email is unduly burdensome and overly broad.

3. All letters or documents by which KNR asserted liens on the proceeds of lawsuits of clients whose representation with KNR had ended, with any privileged information redacted (the name and address of any person receiving the lien letter cannot in any case be privileged, nor can the amount of the lien).

RESPONSE: Objection. Defendants object that this request seeks information relating to putative class members. As Defendants have previously stated, Plaintiffs are not entitled to discovery relating to putative class members until the case has been certified as a class action. In addition, this request seeks information outside the scope of Class B (Naomi Wright's class), which is specifically limited to cases referred to or from ASC. Subject to and without waiving these objections, Defendants will produce the seven letters for the seven potential clients who fall within Class B. KNR did not send a lien letter on one of the potential Class B members.

4. All documents consisting of, referring to, or reflecting any instance where Defendants advised a client as to the purpose of the investigation fee in writing (not including engagement agreements or settlement statements).

RESPONSE: Objection. Defendants object that this request seeks information relating to putative class members. As Defendants have previously stated, Plaintiffs are not entitled to discovery relating to putative class members until the case has been certified as a class action. Defendants also object that this request is overly broad and unduly burdensome, and disproportionate to the needs of the case in that it would require a search of over 50,000 files. Subject to and without waiving these objections, Defendants are currently unaware of any responsive documents based on the information known to date.

As to objections,

Respectfully submitted,

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/s/ R. Eric Kennedy
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(216) 344-9241 facsimile
Tom.mannion@lewisbrisbois.com

Counsel for Defendants

CERTIFICATE OF SERVICE

A copy of the foregoing Defendants' First Amended Answer to Plaintiffs' First Request for Inspection, Third Set of Interrogatories, Third Set of Requests for Admission, and Fifth Set of Requests for Production of Documents was sent this 17th day of September, 2018 to the following via electronic Mail:

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James M. Popson (0072773)

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Cleveland, Ohio 44131

P: 216.328.6100
F: 800.487.9654

WIC-JAC-01 (01/11)

"READ YOUR POLICY CAREFULLY"

This policy is a legal contract between the policy owner and Wesco Insurance Company.

In Witness Whereof, the Insurer has caused this Policy to be executed by its authorized officers, but this Policy will not be valid unless signed on the Declarations page by a duly authorized representative of the Insurer.

Mailing Address: Wesco Insurance Company
5800 Lombard Center, Suite 200
Cleveland, Ohio 44131

Barry D Zyskind, President

Stephen B. Ungar, Secretary

WIC-JAC-01 (01/11)

Wesco Insurance
Company
5800 Lombardo Center
Suite 200
Cleveland, OH 44131

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

RENEWAL CERTIFICATE

THIS IS A CLAIMS- MADE AND REPORTED POLICY.
PLEASE READ THE POLICY CAREFULLY.

Policy Number: **WPP1096836 01** **Renewal of Policy Number:** WPP1096836 00

1. Named Insured and Address

Kisling Legal Group, LLC

DBA: Kisling, Nestico & Redick
3412 W. Market St.
Akron, OH 44333

2. Policy Period

Effective Date: February 01, 2016

Expiration Date: February 01, 2017

12 01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

3. Producer Name

Alta Professional Insurance Services
14141 Farmington Road
Livonia, MI 48154

4. Limit of Liability (Includes **Claim Expenses**)

$ 1,000,000 Each **Claim**
$ 2,000,000 Aggregate

5. Deductible

$ 50,000 Per **Claim**

6. Premium

$ 32,624 Number of Lawyers: 26

NOTE: This renewal Policy will be effective only if the premium is paid in full and the application is received by the effective date shown in Item 2 above. The renewal will be subject to the provisions of the forms then current, which, if revised during the previous Policy term, will be substituted at the time of renewal.

7. Forms Attached at Issue

Schedule of Forms Attached.

SCHEDULE OF FORMS ATTACHED

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

FORMS LISTED BELOW ARE INCLUDED IN THIS POLICY

WIC-LPL-DEC-02 RENEWAL CERTIFICATE
LPL990009 ENTITY EXCLUSION ENDORSEMENT
LPL990015 GENERAL PURPOSE ENDORSEMENT
LPL990015 GENERAL PURPOSE ENDORSEMENT
LPL990020 RETROACTIVE DATE LIMITATION ENDORSEMENT
LPL990021 RETROACTIVE DATE LIMITATION ENDORSEMENT INDIVIDUAL
LPL990021 RETROACTIVE DATE LIMITATION ENDORSEMENT INDIVIDUAL
LPL990061 NETWORK AND PRIVACY BREACH ENDORSEMENT
LPL990029OH OHIO AMENDATORY ENDORSEMENT
LPL-POL-02 POLICY

ENTITY EXCLUSION ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

It is agreed this Policy does not apply to **claims** involving the rendering of or the failure to render **legal services** on behalf of, or **claims** made by or against:

KNR Consulting Corp.

GENERAL PURPOSE ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

CLAIM EXPENSE OUTSIDE POLICY LIMITS ENDORSEMENT

In consideration of the additional premium paid, it is agreed that Section III. LIMITS OF LIABILITY AND DEDUCTIBLE, is amended to include:

Coverage Benefits

The following reduces the amount of **claim expenses** applicable to the Limits of Liability:

If the "per **claim**" Limits of Liability stated in the Declarations is $2,000,000 or more, the first $1,000,000 of **claim expenses** shall not reduce to the Limits of Liability.

All other terms and conditions remain unchanged

GENERAL PURPOSE ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

IT IS AGREED that Part C. Settlement, of Section 1. Insuring Agreements, is deleted in its entirety and is replaced by:

C. Settlement

The **Company shall have the right to negotiate a settlement or compromise of a claim as it deems appropriate but shall not commit to settlement of a claim without the written consent of the Named Insured. If the Named Insured refuses to consent to a settlement or compromise recommended by the Company and acceptable to the claimant, then the Company's Limits of Liability under this Policy shall be reduced to the amount for which the claim could have been compromised or settled, plus all claim expenses incurred up to the time the Company makes its recommendation, plus fifty percent (50%) of the claim expenses incurred with the consent of the Company subsequent to the date of such refusal, which amount shall not exceed the remainder of the Limits of Liability specified in Section III. A.**

The failure of the **Named Insured to express consent to a settlement or compromise recommended by the Company shall be deemed to be refusal to consent to a settlement or compromise.**

All other terms and conditions remain unchanged.

RETROACTIVE DATE LIMITATION ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

It is agreed that this Policy shall not apply to **claims** arising out of acts or omissions or **related acts or omissions** in the rendering of or the failure to render **legal services** by any **Insured** that occurred prior to the following Retroactive Date : February 01, 2005

RETROACTIVE DATE LIMITATION ENDORSEMENT - INDIVIDUAL

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

It is agreed that this policy shall not apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** that occurred prior to the Retroactive Date for the **Insured(s)** listed below. If "Full Prior Acts" is shown, then this policy shall apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** by the **Insured** lawyer, even if such services were not performed for a fee that inured to the benefit of the **Named Insured** or **predecessor firm**.

Insured	Retroactive Date
Redick, Robert	February 01, 2005
Nestico, Alberto	February 01, 2005
Kisling, Gary	February 01, 2005
Zerrusen, Kenneth M.	June 26, 2006
Vasvari, Thomas M.	May 01, 2007
Steele, III, Paul W.	September 16, 2007
Tsarnas, Nomiki P.	November 08, 2007
Reagan, John J.	February 01, 2010
Malick, Keith G.	June 01, 2010
Lindsey, Mark C.	August 09, 2010
Angelotta, Joshua R	September 01, 2011
Horton, Robert P.	February 20, 2012
Lubrani, Kimberly L.	February 15, 2012
Oddo, Devin J.	February 15, 2012
Van Blargan, Christopher J.	February 27, 2012
Lewis, Kristen M.	July 05, 2012
Messenger, Walter W.	August 01, 2012
St. George, Jason M.	September 10, 2012
Corrigan, Christopher M.	January 14, 2013

RETROACTIVE DATE LIMITATION ENDORSEMENT - INDIVIDUAL

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

It is agreed that this policy shall not apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** that occurred prior to the Retroactive Date for the **Insured(s)** listed below. If "Full Prior Acts" is shown, then this policy shall apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** by the **Insured** lawyer, even if such services were not performed for a fee that inured to the benefit of the **Named Insured** or **predecessor firm**.

Insured	Retroactive Date
Mallis, Michael J.	January 14, 2013
Lantz, Amanda	November 19, 2013
Cable, Brian	September 08, 2014
Moore, Joel	August 11, 2014
Phillips,III, R.L.Kelly	July 28, 2014
Hall, Anthony	February 03, 2014
Polizzi, Anthony	October 13, 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NETWORK AND PRIVACY BREACH ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.
This endorsement modifies coverage provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

Section **II. Definitions**, is amended to add the following:

"Client network damage claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client's **network** in the rendering of **legal services.**

"Computer virus" means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

1. a computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a **network**.

"Confidential Commercial Information" means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

"Denial of service attack" means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

"Electronic infection" means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from the **Named Insured's network**.

"Electronic information damage" means the destruction, deletion or alteration of any information residing on the **network** of any third party.

"Internet" means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured's network**.

"Network" means a party's local or wide area **network** owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, telephone company **networks**, or other public infrastructure **network**.

"Network Damage" means:

1. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
2. **electronic information damage**; or
3. the suspension or interruption of any **network**;

"Non-public personal information" means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

"Privacy claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **legal services.**

"Privacy injury and identity theft" means:

1. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **non-public personal information** in violation of:
    a. the **Named Insured's** privacy policy; or
    b. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
2. the **Insured's** failure to prevent **unauthorized access** to **confidential commercial information**;

"Privacy policy" means the **Named Insured's** policies in written or electronic form that:

1. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **non-public personal information**; and
2. the **Insured** provides to its clients, customers, employees or others who provide the **Insured** with **nonpublic personal information.**

"Security breach" means the failure of the **Named Insured's network** hardware, software, firmware, the function or purpose of which is to:

1. identify and authenticate parties prior to accessing the **Named Insured's network**;
2. control access to the **Named Insured's network** and monitor and audit such access;
3. protect against **computer viruses**;
4. defend against **denial of service attacks** upon the **Insured** or unauthorized use of the **Insured's network** to perpetrate a **denial of service attack**; or,
5. ensure confidentiality, integrity and authenticity of information on the **Insured's network**.

"Privacy breach notice law" means any statute or regulation that requires an entity who is the custodian of **nonpublic personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82- 1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

"Unauthorized access" means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner. **Unauthorized access** also includes:

1. theft from the **Insured** of any information storage device used by the **Insured** to:
    a. store and retrieve information on the **Insured's network**; or
    b. transport information between the **Insured** and authorized recipients;
2. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

Section **III. Limits of Liability and Deductible**, is amended to include:

H. Privacy Breach Investigation

If, during the **policy period**, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the **Insured's legal services** or any entity acting on behalf of such entities initiates an investigation of **the Insured** arising from an actual or alleged violation of a **privacy breach notice law** or any law referenced under the definition of **privacy injury and identity theft** that occurred in the rendering of **legal services** and which the **Insured** reports to the **Company** in accordance with Section V.A. of this Policy, the **Company** agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the **Insured**) incurred in responding to the investigation. The maximum amount the **Company** will pay for such attorney fees and costs is $20,000 regardless of the number of investigations or the number of **Insureds** who are subject to such investigations. There will be no deductible for payments made under this provision and any such payments are in addition to the Limits of Liability.

I. Network and Privacy Breach

The **Company** will provide for the defense of **privacy claims** and **client network damage claims** brought against an **Insured** during the **policy period** arising out of the performance of **legal services.** The **Company's** obligation under this provision is subject to a maximum amount of $25,000 per **policy period** for all attorney fees and other reasonable costs, expenses or fees incurred by lawyers appointed by the **Company.** There will be no deductible for payments made under this provision, and any such payments are in addition to the Limits of Liability.

OHIO AMENDATORY ENDORSEMENT

NAMED INSURED Kisling Legal Group, LLC

This endorsement, effective 12:01 A.M. February 01, 2016 forms a part of Policy No. WPP1096836 01

Issued by Wesco Insurance Company.

In consideration of the payment of the premium, in reliance upon the statements made to the **Company** in the application and subject to the Limits of Liability and all other terms, conditions, exclusions and limitations contained herein, Section V, Conditions, Item K, Cancellation, is deleted in its entirety and replaced with the following:

K. Cancellation

This Policy may be canceled by the **Named Insured** by surrender thereof to the **Company** or any of its authorized representatives or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective.

This Policy may be canceled by the **Company** by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when, not less than thirty (30) days thereafter or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective.

If this Policy has been in effect ninety (90) days or less, this Policy may be canceled by the **Company** for any reason.

If this Policy has been in effect more than ninety (90) days, this Policy may only be canceled by the **Company** for one or more of the following reasons:

1. nonpayment of premium;
2. the discovery of fraud or misrepresentation committed in securing or making a **claim** under this Policy;
3. the discovery of a moral hazard that increases any hazard insured against under this Policy;
4. a change in the individual risk insured against under this Policy that substantially increases the hazard insured against under this Policy, but only if the **Company** did not, nor should have, foreseen such change;
5. the Company's loss of any or all of any reinsurance related to this Policy;
6. failure of the Insured to correct violations of safety code or reasonable loss control recommendations; or
7. a determination by the Director of the Ohio Department of Insurance that continuation of this Policy would be hazardous to policyholders or the public.

The mailing of notice shall be sufficient proof of notice and the time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period.** Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to such mailing.

If either the **Named Insured** or the **Company** cancels, earned premium shall be the pro rated amount of the annual premium. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective. The **Company's** check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured** provided that if, at the time of cancellation, the applicable Limits of Liability for the **Policy Period** have been exhausted, the earned premium shall be calculated using the customary short rate.

IV. Section V. **Conditions**, Item L. Nonrenewal, is deleted in its entirety and is replaced with the following:

L. Nonrenewal

The **Company** may nonrenew this Policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations written notice at least thirty (30) days before the expiration date of this Policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

Lawyers Professional Liability Policy

NOTICE: THIS LAWYERS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE **COMPANY** DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

PLEASE REVIEW THIS POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. *WORDS AND PHRASES THAT APPEAR IN BOLD ARE DEFINED IN THE DEFINITIONS SECTION OF THE POLICY.*

In consideration of the payment of the premium, in reliance upon the statements made to the **Company** in the application and subject to the Limits of Liability and all other terms, conditions, exclusions and limitations contained herein, the **Company** agrees as follows:

I. INSURING AGREEMENT

A. Coverage

The **Company** will pay on behalf of the **Insured** sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** because of a **claim** that is first made against the **Insured** and reported to the **Company** during the **policy period** or any Extended Reporting Period arising out of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. prior to the inception date of the **policy period**, the **Insured** did not give notice under any other insurance policy of such **claim** or **related claim** or such act or omission or **related act or omission**; and

2. prior to the inception date of this Policy, or if coverage has been continuously renewed, prior to the inception date of the first policy issued by the **Company**, no **Insured** knew or could reasonably have foreseen that any such act or omission, or **related act or omission**, might be expected to be the basis of a **claim**.

The **Company** shall also pay **claim expenses** in connection with such **claim**.

B. Defense

The **Company** shall have the right and duty to defend, subject to and as part of the Limits of Liability, any **claim** against the **Insured** seeking **damages** which are payable under the terms of this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as it deems appropriate. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured**'s rights in the choice of arbiters or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Company** shall have the right to negotiate a settlement or compromise of a **claim** as it deems appropriate but shall not commit to settlement of a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant,

then the **Company's** Limits of Liability under this Policy shall be reduced to the amount for which the **claim** could have been compromised or settled, plus all **claim expenses** incurred up to the time the **Company** makes its recommendation, plus fifty percent (50%) of the **claim expenses** incurred subsequent to the date of such refusal, which amount shall not exceed the remainder of the Limits of Liability specified in Section III. A

If any **claim** covered under this Policyis resolved through the use of formal mediationwithin six months from the date it is first reported to the **Company** or within 90 days after suit is filed, the Deductible amount the **Named Insured** is obligated to pay will be reduced by fifty percent (50%), or by $12,500, whichever is less.

The failure of the **Named Insured** to expressly consent to a settlement or compromise recommended by the **Company** shall be deemed to be refusal to consent to a settlement or compromise.

D. Exhaustion of Limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay, or settle a **claim** after the applicable Limits of Liability have been exhausted by payment of **damages** and/or **claim expenses**, or any combination thereof, or after the **Company** has deposited the remaining Limits of Liability into a court of competent jurisdiction in satisfaction of a judgment. In such case, the **Company** shall have the right to withdraw from further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**. The **Company** will initiate and cooperate in the transfer of control to the **Named Insured** of any **claims** which were reported to the **Company** prior to the exhaustion of such limit and the **Named Insured** must cooperate in the transfer of control of such **claims**. The **Company** agrees to take the necessary steps, as it deems appropriate, to avoid a default in such **claims** until the transfer has been completed, provided the **Named Insured** is cooperating in such transfer. The **Named Insured** must reimburse the **Company** for expenses it incurs in taking those steps it deems appropriate to avoid a default during the transfer of control.

II. DEFINITIONS

Wherever used in this Policy:

A. "**Bodily Injury**" means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

B. "**Claim**" means a written or verbal demand received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in rendering or failing to render **legal services**. A demand shall include the service of suit or the institution of an arbitration proceeding against the **Insured**.

C. "**Claim expenses**" mean:

1. fees charged in connection with a **claim** by attorneys designated by the **Company** or by the **Insured** with the written consent of the **Company**; and

2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond.

Claim expenses shall not include fees, costs or expenses of employees or officers of the **Company**. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

D. "**Company**" means the insurance **Company** named in the Declarations.

E. "**Damages**" means judgments, awards and settlements if negotiated with the assistance and approval of the **Company**. **Damages** do not include:

1. Legal fees, costs and expenses paid to or incurred or charged by the **Insured**, whether or not claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;

2. Any conversion, misappropriation, improper comingling or negligent supervision by any person of client or trust account funds or property or funds of any other person held or controlled by an **Insured** in any capacity or under any authority, including any loss or reduction in value of such funds or property;

3. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to federal, state or local law, statute, regulation or court rule and injuries that are a consequence of any of the foregoing;

4. punitive or exemplary amounts and any multiplied portion of multiplied awards;

5. any form of non-monetary relief;

6. amounts for which the **Insured** is not financially liable or that are without legal recourse to the **Insured**.

7. matters deemed uninsurable by operation of law.

F. "**Disciplinary Proceeding**" means any proceeding before a state or federal licensing board or a peer review committee to investigate charges alleging professional misconduct.

G. "**Insured**" means the **Named Insured, predecessor firm** and the persons or entities described below:

1. Any lawyer, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership who is or becomes a partner, officer, director, stockholder- employee, associate, manager, member or salaried employee of the **Named Insured** during the **policy period** shown in the Declarations;

2. Any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation;

3. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney or per diem attorney to the **Named Insured** but only for **legal services** performed on behalf of the **Named Insured**;

4. Any former or current employee who is a non- lawyer of the **Named Insured** or any predecessor firm, but solely for services performed within the course and scope of their employment by the **Named Insured** or any **predecessor firm**;

5. The estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured**'s death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy.

H. "**Legal services**" mean:

1. those services performed by an **Insured** for others as a lawyer, arbiter, mediator, expert witness, title agent, a notary public, governmental affairs advisor or lobbyist, or member of a bar association, ethics, peer review or similar professional board or committee but only if such services are performed for a fee that inures to the benefit of the **Named Insured** except that no fee need inure to the **Named Insured** where eleemosynary (pro bono) services are performed and approved by the **Named Insured**. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;

2. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in a fiduciary capacity excluding acts of a "fiduciary" as defined under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law. Services performed by an **Insured** as an administrator, executor or trustee must be services ordinarily rendered by a lawyer and with the approval of the **Named Insured** at the time of retention.

3. those services as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than $25,000.

I. **"Named Insured"** means the persons and entities designated in the Declarations.

J. "**Personal Injury**" means libel, slander, or other defamatory or disparaging material or publication; utterance in violation of an individual's right of privacy; false arrest, humiliation, detention, or imprisonment; wrongful entry, eviction, or other invasion of the right of private occupancy; or malicious prosecution or abuse of process.

K. "**Policy Period**" means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

L. "**Predecessor firm**" means any entity which has undergone dissolution and the financial assets and liabilities the **Named Insured** is the majority successor in interest.

M. "**Related act or omission**" means all acts or omissions in the rendering of **legal services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

N. "**Related claim**" means all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services**.

O. "**Totally and permanently disabled**" means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

1. has existed continuously for not less than six (6) months; and

2. is reasonably expected to be continuous and permanent.

III. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability - each **claim**

Subject to paragraph B. below, the Limits of Liability of the **Company** for each **claim** shall not exceed the amount stated in the Declarations for each **claim**.

B. Limits of Liability - in the aggregate

The Limits of Liability of the **Company** for all **claims** shall not exceed the amount stated in the Declarations as the aggregate.

C. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured**'s liability for each and every **claim** and applies to the payment of **damages** and **claim expenses**. The deductible shall be paid by the **Named Insured** or, upon the **Named Insured**'s failure to pay, jointly and severally by all **Insureds**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the deductible.

D. Multiple **Insured**s, claims and claimants

The Limits of Liability shown in the Declarations are subject to the provisions of this Policy and are the amount the **Company** will pay regardless of the number of **Insured**s, **claims** or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company** during the **policy period** or any subsequent renewal or Extended Reporting Period, all such **related claims**, whenever made, shall be considered a single claim first made and reported to the **Company** during the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**. The Limits of Liability for any such **related claims** shall be part of, and not in addition to, any remaining Limits of Liability as stated in the Declarations of the Policy.

E. Disciplinary Proceedings

The **Company** will provide for the defense of a **Disciplinary Proceeding** brought against an **Insured** during the **policy period** arising out of the performance of **legal services**, provided that prior to the inception date of the **policy period**, or if this Policy has ben continuously renewed, prior to the inception date of the first policy issued by the **Company**, no **Insured** received notice, or know about any bar complaint, grievance or investigation that might be expected to be the basis of a **Disciplinary Proceeding**. The **Company's** obligation under this provision is subject to a maximum amount of $100,000 per **policy period** for all attorney fees and other reasonable costs, expenses or fees incurred by lawyers appointed by the **Company**. There will be no deductible for payments made under this provision, and any such payments are in addition to the Limits of Liability.

F. Loss of Earnings

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred at the **Company**'s request for attendance at a trial or court- ordered hearing, arbitration or mediation as follows:

1. $500 per day for each **Insured** up to a maximum of $10,000 per **claim**, regardless of the number of **Insured**s or days in attendance, or the number of trials.

2. $50,000 in the aggregate during the **policy period** for all **claims** and **Insured**s.

There will be no deductible for payments made under this provision and any such payments are in addition to the Limits of Liability.

G. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony during the **policy period** arising out of **legal services** rendered and the **Insured** requests the **Company**'s assistance in responding to the subpoena, the **Insured** must provide the **Company** with a copy of the subpoena and the **Company** will appoint an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the deposition(s), provided that:

1. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and

2. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company's** obligation under this provision is subject to a maximum amount of $25,000 per **policy period** for all attorney's fees and other reasonable costs, expenses, or fees incurred by lawyers appointed by the **Company**, regardless of the number of **Insured**s involved or the number of subpoenas received. There will be no deductible for payments made under this provision and any such payments are in addition to the Limits of Liability.

IV. EXCLUSIONS

This Policy does not apply:

A. to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured**, however, the **Company** shall provide the **Insured** with a defense of any **claim** based on or arising out of any dishonest, fraudulent or malicious act or omission by an **Insured** until the dishonest, fraudulent or malicious act or omission has been determined by adjudication, including regulatory ruling against or admission by such **Insured**; but providing such a defense will not waive any of the **Company**'s rights under this Policy;

B. to any **claim** against an **Insured** as a beneficiary or distributee of any trust or estate;

C. to any **claim** by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder unless an attorney/client relationship exists;

D. to any **claim** based on or arising out of an **Insured**'s capacity as:

1. a former, existing or prospective officer, director, shareholder, partner or manager of a business enterprise or charitable organization unless such enterprise or organization is named in the Declarations; or

2. a former, existing or prospective officer, director, shareholder, partner, manager, or trustee of a fund or trust which is a pension, welfare, profit-sharing, mutual or investment fund or trust; or

3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

E. to any **claim** based on or arising out of an **Insured**'s capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless the **Insured** is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to such governmental body, subdivision or agency;

F. to any **claim** based on or arising out of **legal services** performed for any existing or prospective partnership, organization, corporation, company or other business enterprise, including any **claim** made by or on behalf of such partnership, organization, corporation, company or other business enterprise, if at the time of the act or omission giving rise to such **claim**:

1. any **Insured** controlled, operated or managed or intended to control, operate or manage such enterprise; or

2. any **Insured**:

a. was a partner or employee of such enterprise; or

b. directly or indirectly owned more than 10% of such enterprise; or

3. **Insured**s cumulatively owned more than 35% of such enterprise.

As used in this exclusion, the word "partner" shall be deemed to include members of limited liability companies or limited liability partnerships.

G. to any **claim** for **bodily injury**, or injury to, or destruction of, any tangible property, including loss of use resulting therefrom except that this exclusion of bodily injury does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by **personal injury**.

V. CONDITIONS

A. Notice of **claims** and potential **claims**

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall give written notice to the **Company** during the **policy period**:

   a. of any **claim** made against the **Insured** during the **policy period**;

   b. of the **Insured**'s receipt of any notice, advice or threat, whether written or verbal, that any person or organization intends to make a **claim** against the **Insured** responsible for any alleged breach of duty.

   c. any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured**.

2. If during the **policy period** the **Insured** shall become aware of any act or omission that might reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** during the **policy period** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

   a. the specific act or omission;

   b. the date(s) and person(s) involved;

   c. the identity of anticipated or possible claimants;

   d. the circumstances by which the **Insured** first became aware of the possible **claim**;

   then any such **claim** that is subsequently made against the **Insured** arising out of such act or omission and reported to the **Company** shall be deemed to have been made at the time such written notice was received by the **Company**.

3. Any notice required to be given to the **Company** in this section will be provided in writing to:

   c/o AmTrust North American
   135 South LaSalle Street, Suite 1925
   Chicago, IL 60603
   Attn: AUI Claim Department
   Anaclaimsreporting@amtrustgroup.com
   Fax: (877) 207-3961

B. Innocent **Insured**

Whenever coverage under this Policy would be excluded, suspended or lost because of the exclusion relating to dishonest, fraudulent, criminal or malicious act or omission by any person insured hereunder, the **Company** agrees that such insurance, as would otherwise be afforded under this Policy, shall be applicable with respect to an **Insured** who did not personally participate in such act or omission and otherwise complies with all terms and conditions of the Policy .

The **Company**'s obligation to pay **damages** hereunder will be excess of the full extent of the assets of any **Insured** involved in such dishonest, fraudulent, criminal or malicious act or omission.

C. Territory

This Policy applies to an act or omission taking place anywhere in the world, provided that the **claim** is made and suit is brought against the **Insured** within the United States of America, including its territories, possessions, Puerto Rico or Canada. The **Company** may elect at any time but shall not be obligated to investigate, settle or defend such **claims** or suits that are brought anywhere other than the United States of America, its territories, possessions, Puerto Rico, or Canada.

D. Alternative Dispute Resolution

In the event a **claim** made against an **Insured** can, by agreement between the **Company** and the claimant, be contested by arbitration or mediation, then the **Company** will have the right to have the **claim** so contested. The **Company** will give the **Insured** written notice of the intention to refer such **claim** to arbitration or mediation, and the **Company** will be entitled to exercise any rights of the **Insured** with respect to arbitration or mediation including, without limitation, choice of arbiter(s) or mediator(s) and choice of venue.

E. Other Insurance

If there is other insurance that applies to the **claim**, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. This does not apply to insurance that is purchased by the **Named Insured** specifically to apply in excess of this Policy.

F. Assistance and cooperation of the **Insured**

1. The **Insured** shall cooperate with the **Company** and, upon the **Company**'s request, shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**;

2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person who or organization which may be liable to any **Insured** in connection with a **claim**;

3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Company**.

G. Action against the **Company**

No action shall lie against the **Company** unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy, nor until the amount of the **Company**'s obligation to pay shall have been fully and finally determined.

In the event any person or entity has secured a judgment covered under this Policy and the **Company** does not pay the judgment within thirty (30) days from the service of notice of the judgment upon the **Insured** or its attorney and the **Company**, then an action may be brought against the **Company** for the amount of the judgment not exceeding the amount of the applicable Limits of Liability under this Policy, except during a stay or limited stay of execution against the **Company** on such judgment.

No person or organization shall have any right under this Policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or its legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured**'s estate shall not relieve the **Company** of any of it obligations hereunder.

H. Subrogation

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured**'s rights of recovery thereof against any person or organization, including any rights such **Insured** may have against any other **Insured** involved in dishonest, fraudulent, criminal, malicious or intentional act or omission. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights and the **Insured** shall do nothing to prejudice such rights.

I. Changes

None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Company**, issued to form a part of this Policy.

J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Company** is endorsed hereon.

K. Cancellation

This Policy may be canceled by the **Named Insured** by surrender thereof to the **Company** or any of its authorized representatives or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective.

This Policy may be canceled by the **Company** by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when, not less than sixty (60) days thereafter or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective.

The mailing of notice shall be sufficient proof of notice and the time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to such mailing.
If either the **Named Insured** or the **Company** cancels, earned premium shall be the pro rated amount of the annual premium. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective. The **Company**'s check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured** provided that if, at the time of cancellation, the applicable Limits of Liability for the **Policy Period** have been exhausted, the entire premium shall be considered earned.

L. Nonrenewal

The **Company** may non renew this Policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations written notice at least sixty (60) days before the expiration date of this Policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

M. Entire Contract

By acceptance of this Policy the **Insured** agrees that:

1. the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shal be deemed to constitute material representations made by all of the **Insureds**;

2. this Policy is issued in reliance upon the **Insured**'s representations;

3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed tc be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company** ; and

4. the misrepresentation of any material matter by the **Insured** or the **Insured**'s authorized

   agent/broker, which if known by the **Company** would have led to the refusal by the **Company** to make this contract or provide coverage for a **claim** hereunder, will render this Policy null and void and relieve the **Company** from all liability herein.

N. Named Insured sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

O. Liberalization

If the **Company** adopts any revision that would broaden coverage under this Policy without additional premium at any time during the **policy period**, the broadened coverage will immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

P. Notices

Any notices (other than notice of **claims** or potential **claims**) required to be given by an **Insured** shall be submitted in writing to the **Company** at the address below. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

800 Superior Avenue E. 21st Floor
Cleveland, OH 44114

VI. EXTENDED REPORTING PERIODS

As used herein, "Extended Reporting Period" means the period of time after the end of the **policy period** for reporting **claims** first made and reported during the Extended Reporting Period by reason of an act or omission that occurred prior

to the end of the **policy period** and is otherwise covered by this Policy. The Limits of Liability for any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability – in the Aggregate stated in the Declarations under the last Policy issued to the **Named Insured**.

A. Automatic Extended Reporting Period:

In the event of cancellation or non-renewal of this Policy by either the **Named Insured** or the **Company**, an automatic thirty (30) day Extended Reporting Period will be provided to the **Named Insured** at no additional cost if the **Named Insured** has not obtained another lawyers professional liability policy within thirty (30) days of the cancellation or termination of this Policy.

B. Optional Extended Reporting Period:

In the event of cancellation or non-renewal of this Policy by either the **Named Insured** or the **Company**, then the **Named Insured** upon payment of an additional premium as set forth below shall have the right to an Extended Reporting Period for the specific period of time set forth in an endorsement to be issued by the **Company**. This right shall terminate, however, unless written notice of this election together with the additional premium is received by the **Company** or its authorized agent/broker from the **Named Insured** within thirty (30) days after the effective date of cancellation or non-renewal. The Optional Extended Reporting Period shall commence at the effective date of the cancellation or non-renewal.

1. Only one such Extended Reporting Period coverage endorsement shall be issued and the Extended Reporting Period for such coverage shall be one year, three years, six years or unlimited. This period includes the automatic thirty (30) day period specified in Item A. above.

2. The additional premium for the Optional Extended Reporting Period shall be based upon the annualized rates for such coverage in effect on the date this Policy expires and shall be for one year at 100% of such premium, three years at 150% of such premium, six years at 200% of such premium, or for an unlimited period at 225% of such premium.

C. Non-Practicing Extended Reporting Period:

If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any Automatic or Optional Extended Reporting Period, the **Insured** shall be provided with a Non-Practicing Extended Reporting Period as provided below:

1. In the event of death, the estate, heirs, executors or administrators of such **Insured** must provide the **Company** with written proof of the date of death. This Non-practicing Extended Reporting Period is provided to the estate, heirs, executors and administrators of such **Insured** until the executor or administrator of the estate of such **Insured** is discharged.

2. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or such **Insured**'s legal guardian must provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced and certified by the **Insured**'s physician. The **Company** retains the right to contest the certification made by the **Insured**'s physician and it is a condition precedent to this coverage that such **Insured** agree to submit to a medical examination by any physician designated by the **Company**.

This Non-Practicing Extended Reporting Period is provided until such **Insured** shall no longer be **totally and permanently disabled** or until such **Insured**'s -death in which case subparagraph 1. hereof shall apply.

No additional premium will be charged for any Non Practicing Extended Reporting Period.

D. Retirement Extended Reporting Period:

If an **Insured**, except those attorneys under Definitions G.3, retires or otherwise voluntarily ceases, permanently and totally the private practice of law during the **policy period** and has been continuously **Insured** by the **Company** for at least three consecutive years, then such **Insured** shall be provided with a Retirement Extended Reporting Period commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any Automatic or Optional Extended Reporting Period.

This Retirement Extended Reporting Period is provided until such **Insured**'s death in which case subparagraph C.1. above shall apply or until such **Insured** shall resume the practice of law.

No additional premium will be charged for any Non-Practicing Extended Reporting Period.

E. Elimination of Right to Any Extended Reporting Periods

There is no right to Extended Reporting Periods if the **Company** shall cancel or refuse to renew this Policy due to:

1. non-payment of any amount due under this Policy; or
2. non-compliance by an **Insured** with any of the terms and conditions of this Policy; or
3. any misrepresentation or omission in the application for this Policy, or if at the time this right could be exercised by an **Insured**, such **Insured's** license to act as a legal professional has been revoked, suspended or surrendered at the request of any regulatory authority.

ALTA PRO	RENEWAL APPLICATION FOR LAWYERS PROFESSIONAL LIABILITY (Claims Made and Reported Policy)	Administerd by: Alta Professional Insurance Services 14141 Farmington Rd. Livonia, MI 48154 Phone: (866)532-2582 Fax: (734)786-0067

1.	Full Name of Applicant Firm	Kisling Legal Group	Current Policy #:	WPP1096836-00
	Address:	3412 W. Market Street	Expiration Date:	2/1/16

Please explain any "Yes" responses to the following questions on your letterhead.

2.	In the last 12 months, has any firm member become aware of any incident, fact, circumstance, act or omission that could result in a professional liability claim against the firm? **NOTE: You should report any incidents, facts, circumstances, acts or omissions that could reasonably be expected to result in a claim to the Company within the policy period in order to preserve coverage under your policy.**	☒ Yes ☐ No
3.	In the last 12 months has there been any change in status of a claim or incident that was reported to a previous carrier? **If "yes", please complete a Claim Supplement for each claim or incident.**	☐ Yes ☒ No
4.	In the last 12 months has any firm member been the subject of any reprimand or disciplinary action or been refused admission to the bar or any bar association, court or administrative agency? **If "yes", please complete a Claim Supplement.**	☐ Yes ☒ No
5.	In the last year, has any member of the firm: a) Provided legal services to or sat on the board of a financial institution? b) Been involved in class action or mass tort litigation? c) Provided legal services involving the offering or sale of securities? d) Provided legal services involving federal, state or municipal bonds? **If "yes" to any of the above, please complete the appropriate supplement.**	☐ Yes ☒ No
6.	a) Does any firm member practice part time? b) Is any firm member an employee of another entity? **If "yes", please list names, # of hours per week and employer on firm letterhead.**	☐ Yes ☒ No ☒ Yes No
7.	a) Does any firm member share cases with other attorneys or law firms? b) Does any firm member share letterhead with other attorneys or law firms? c) Does any firm member refer clients to other firms and retain a fee? d) Does any firm member work as an independent contractor for other law firms? **If "yes", please attach a list all such lawyers or firms, percentage of your practice, and a description of the cases. *Please provide proof of insurance for all such lawyers.***	☒ Yes No ☐ Yes ☒ No ☒ Yes ☐ No ☐ Yes ☒ No
8.	a) Please estimate the firm's gross revenues for the current fiscal year:: b) Please indicate the firm's gross revenues for the past fiscal year: c) Please indicate the number of new clients to the firm in the last year:	$ $2 million $ $15.5 million
9.	a) In the last 12 months, how many attorneys have left the firm: b) In the last 12 months, how many attorneys have joined the firm: **NOTE: If you have not already done so, please complete the Mid Term New Lawyer Notification supplement for each new member.** c) In the last 12 months how many non-lawyer staff members have left the firm: d) In the last 12 months, how many non-lawyer staff members have joined the firm:	7 5 29 44

GENERAL FRAUD NOTICE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

NOTICE TO INDIANA APPLICANTS

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

NOTICE TO KENTUCKY APPLICANTS

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MINNESOTA AND OHIO APPLICANTS

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application, or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

NOTICE TO TENNESSEE APPLICANTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

APPLICANT'S AUTHORIZATION AND CERTIFICATION

The undersigned is an authorized representative of the prospective Named Insured, and acknowledges that the information provided with the application, including all supplements, attachments and replies to underwriter inquiries, and applications from other insurance companies which have been submitted to the Company and made a part of this application:

1. Will
2. be relied upon by the Company in determining the acceptability of the Applicant and the premium amount to be charged;
3. Are true, accurate and complete; and
4. Will be incorporated into the policy, if issued.

The applicant firm and all members of the firm understand that this is an application for insurance, and shall not bind the Company to the issuance of insurance, nor shall it bind the firm to the acceptance of a policy.

THE UNDERSIGNED ON BEHALF OF THE APPLICANT FIRM AND ALL MEMBERS OF THE FIRM CERTIFIES THAT THE ABOVE APPLICATION HAS BEEN READ AND THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE, MATERIAL AND COMPLETE. THE UNDERSIGNED UNDERSTANDS THAT: (1) IF THE POLICY IS ISSUED, THIS IS DONE BY THE COMPANY IN RELIANCE UPON THESE REPRESENTATIONS; AND (2) ANY COVERAGE OBTAINED BY FRAUD, MATERIAL MISREPRESENTATION OR OMISSION IS VOID.

	Owner	1-7-15
Signature of Officer or Partner of Firm	Title	Date
Print Name		

Agency:		**Phone:**	
Address:		**Fax:**	

KISLING, NESTICO & REDICK
ATTORNEYS AT LAW

January 13, 2016

Alta Professional Insurance Services
14141 Farmington Road
Livonia, MI 48154

To Whom It May Concern:

Below are explanations for questions that were answered yes on our renewal application.

Question 2: Brandon Heuerman – statute of limitations – reported 12/17/15.
Question 6(b): Alberto Rob Nestico is employed by KNR Consulting Corp. Mr. Nestico is 100% owner of both Kisling Legal Group and KNR Consulting Corp.
Question 7(a): We share cases with our referring law firms.
Question 7(c): We refer cases to other law firms and retain fees upon settlement. Settlement memorandums are signed.

If you have any questions, please contact me at 330-869-9007 extension 237.

Sincerely,

Julie C. McAtee
Accountant

KISLING, NESTICO & REDICK

ALTAPRO

ProShield[tm] Lawyers Professional Liability Insurance Binder

Alta Professional Insurance Services Agency, LLC (AltaPro) has bound the following described insurance for a period of 30 days from the Effective Date shown below, or until a Lawyers Professional Liability Insurance policy is issued.

Named Insured:	Kisling Legal Group, LLC DBA: Kisling, Nestico & Redick 3412 W. Market St. Akron, OH 44333		
Description of Coverage:	Lawyers Professional Liability		
Insurance Company:	Wesco Insurance Company		
Policy Number:	WPP1096836-00		
Effective Date:	2/1/2015		
Limit of Liability:	$2,000,000 **Each Claim**	$4,000,000	**Aggregate**
	ADD CEOL		
Deductible:	$25,000		
Retroactive Date:	2/1/2005		
Annual Premium:	$44,451.00		

This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company or AltaPro, its authorized representative, stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Signed:

For Alta Professional Insurance Services Agency, LLC
Authorized Representative

Date: January 27, 2015

Alta Professional Insurance Services Agency, LLC
14141 Farmington Rd., Livonia, MI 48154
Phone: (866)532-2582 (734)432-2075 Fax: (734)786-0067
www.altaproinsurance.com

Re: Suggested EMail to the statf

Brandy Lamtman
Sent: Friday, December 07, 2012 3:54 PM
To: Robert Redick
Cc: Rob Nestico; Robert Redick

Agree

Sent from my iPhone

On Dec 7, 2012, at 3:33 PM, "Robert Redick" <redick@knrlegal.com> wrote:

Please be advised that if the attorney on the case requests any investigator – WHO IS NOT MIKE OR AARON – to do something for a case that has already been opened.
I.E. – Pick up records – knock on the door to verify address – they CAN be paid on a case by case basis depending on the task performed.
However, no checks for anything other than the SU fee should ever be requested without getting in-writing approval from the handling attorney, myself and/or Brandy.
Under no circumstances should any additional checks to MRS or AMC be requested other than at the time the case is set-up.
Please see me if you have any questions

I think we should send this to the staff today. There were only 5 for Aaron and 2 for Mike and they have been corrected but we need to make sure this does not happen
Any more going forward.

<image001.jpg> 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: <image002.jpg><image003.jpg> <image004.jpg> <image005.jpg>
Akron,
Canton,
Cleveland,
Cincinnati,
Columbus,
Dayton,
Toledo &
Youngstown

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
96

Fees for Investigators

Robert Redick

Sent: Friday, December 07, 2012 4:16 PM
To: Staff [Staff@knrlegal.com]
Cc: Rob Nestico
Attachments: image001.jpg (5 KB) ; image002.jpg (979 B) ; image003.jpg (990 B) ; image004.jpg (1006 B) ; image005.jpg (1 KB)

Please be advised that if the attorney on the case requests any investigator – WHO IS NOT MIKE OR AARON – to do something for a case that has already been opened.
I.E. – Pick up records – knock on the door to verify address – they CAN be paid on a case by case basis depending on the task performed.
However, no checks for anything other than the SU fee should ever be requested without getting in-writing approval from the handling attorney, myself and/or Brandy.
Under no circumstances should any additional checks to MRS or AMC be requested other than at the time the case is set-up.
Please see me if you have any questions

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

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
97

RE: Member Williams PR---
Krystal Hoisington
Sent: Tuesday, September 17, 2013 8:01 AM
To: Jill Gardner; Rob Horton; Holly Tusko
Attachments: image001.jpg (5 KB) ; image002.jpg (979 B) ; image003.jpg (990 B) ; image004.jpg (1006 B) ; image005.jpg (1 KB) ; image006.jpg (5 KB)

Welcome!!! Megan Jennings sent the request for me...So they will email her ☺

Krystal Hoisington
Data Entry Supervisor
Kisling, Nestico & Redick
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: Jill Gardner
Sent: Tuesday, September 17, 2013 9:01 AM
To: Krystal Hoisington; Rob Horton; Holly Tusko
Subject: RE: Member Williams PR---

Thanks, you're the best!! Will they email to you or how does this work?

Jill Gardner
Kisling, Nestico & Redick
Paralegal to Attorney John J. Reagan
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: Krystal Hoisington
Sent: Tuesday, September 17, 2013 8:52 AM
To: Rob Horton; Jill Gardner; Holly Tusko
Subject: RE: Member Williams PR---

Called Stow PD and they found the PR--- Sent an email to intake to request.

Thanks!

Krystal Hoisington
Data Entry Supervisor

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
99

Kisling, Nestico & Redick
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: Rob Horton
Sent: Tuesday, September 17, 2013 8:35 AM
To: Krystal Hoisington; Jill Gardner; Holly Tusko
Subject: RE: Member Williams PR---

She told me it was stow pd. Falls came and left

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Krystal Hoisington <KHoisington@knrlegal.com>
Date: 09/17/2013 8:32 AM (GMT-05:00)
To: Jill Gardner <jgardner@knrlegal.com>,Holly Tusko <htusko@knrlegal.com>
Cc: Rob Horton <rhorton@knrlegal.com>
Subject: RE: Member Williams PR---

The intake said stow PD

Krystal Hoisington
Data Entry Supervisor
Kisling, Nestico & Redick
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: Jill Gardner
Sent: Tuesday, September 17, 2013 8:32 AM
To: Holly Tusko; Krystal Hoisington
Cc: Rob Horton
Subject: RE: Member Williams PR---

Stow? This happened up by Chapel Hill.

Jill Gardner
Kisling, Nestico & Redick
Paralegal to Attorney John J. Reagan
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: Holly Tusko
Sent: Monday, September 16, 2013 9:09 PM
To: Krystal Hoisington
Cc: Rob Horton; Jill Gardner
Subject: Re: Member Williams PR---

Please do call Stow PD in the AM. Thanks Krystal! ;-)

Sent from my iPhone

On Sep 16, 2013, at 7:08 PM, "Krystal Hoisington" <KHoisington@knrlegal.com> wrote:

> I have searched Ohio Crash and cannot find this PR, Stow PD does not have their PR's on their website. We did not send a direct either. I can call Stow PD first thing in the morning and see if they have this PR.
>
> Thanks!
>
> <image001.jpg> *Krystal Hoisington*
> **Kisling, Nestico & Redick**
> *Paralegal Assistant*
> 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>

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 **Plaintiffs' Notice of Service of Subpoena on Michael R. Simpson and MRS Investigations LLC**

Plaintiffs hereby give notice that they served, under Civ.R.45, the attached subpoena on Michael R. Simpson and MRS Investigations LLC by personal service (proof of service also attached).

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)
Dean Williams (0079785)
THE PATTAKOS LAW FIRM LLC
101 Ghent Road
Fairlawn, OH 44333
330.836.8533 Phone
330.836.8536 Fax
peter@pattakoslaw.com
dwilliams@pattakoslaw.com

Joshua R. Cohen (0032368)
COHEN ROSENTHAL & KRAMER LLP
3208 Clinton Avenue
1 Clinton Place
Cleveland, Ohio 44113
216.815.9500 Phone
216.815.9500 Fax
jcohen@crklaw.com

Attorneys for Plaintiffs

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
100

CERTIFICATE OF SERVICE

I certify that on September 14, 2018 a copy of the above Notice was filed with the Court's electronic filing system and service will be made on all necessary parties through that system:

/s/ Peter Pattakos
Attorney for Plaintiffs

SUBPOENA
SUMMIT COUNTY COMMON PLEAS COURT

MEMBER WILLIAMS,	CASE NO: 2016-CV-09-3928
Plaintiff,	SUBPOENA IN A CIVIL CASE
vs.	ATTORNEY: Peter Pattakos
KISLING, NESTICO & REDICK, LLC, *et al.*,	ADDRESS: The Pattakos Law Firm 101 Ghent Road Fairlawn, OH 44333
Defendants.	peter@pattakoslaw.com
	SUPREME CT. NO. 0082884

TO: MICHAEL R. SIMPSON AND
MRS INVESTIGATIONS LLC
999 BRIGANTINE AVE
UNIONTOWN, OH 44685

PURSUANT TO CIVIL RULE 45 YOU ARE HEREBY COMMANDED TO:

XX. PRODUCE THE DOCUMENTS AND ELECTRONICALLY STORED INFORMATION *IDENTIFIED IN THE ATTACHED EXHIBIT 1* IN ACCORDANCE WITH THE INSTRUCTIONS THEREIN ON OR BEFORE September 17, 2018 AND

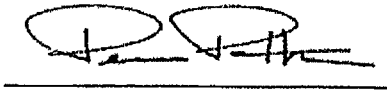
XX. ATTEND AND GIVE TESTIMONY AT A DEPOSITION ON October 19, 2018 @ 9:00 AM, or on another mutually convenient date, at 9:00 AM

AT THE OFFICES OF:

COHEN, ROSENTHAL, & KRAMER
3208 CLINTON AVE
ONE CLINTON PLACE
CLEVELAND, OH 44113

HEREOF FAIL NOT UNDER PENALTY OF THE LAW

WITNESS MY SIGNATURE AND SEAL OF SAID COURT, THIS 2nd DAY OF NOVEMBER, 2017



Attorney Peter Pattakos

RETURN OF SERVICE
Received this Subpoena on the _____day of _____, 20___ at ____ and on the _____day of _____, 20__, at ___, I served the same upon _____ by delivering to _____

Personally or Residential a true copy of this subpoena.
_____ Sheriff-Attorney-Process Server-Notary

Mileage: _____miles@ _____: TOTAL $ _____

PROTECTION OF PERSONS SUBJECT TO SUBPOENAS:

1. A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

2. (a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv) or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii),(iii),(iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.
3.On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following – Fails to allow reasonable time to comply; requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by CIV R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by the expert that was not made at request of any party; subjects a person to undue burden.
4.Before filing a motion pursuant to division (C) (3) (d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C) (3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.
5. If a motion is made under division(C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

DUTIES IN RESPONDING TO SUBPOENAS:

1. A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents or electronically stored information pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.
2. If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information responding is ordinarily maintained if that form is reasonable useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form
3. A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for discovery of the electronically stored information.

4 When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

5. If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for determination of the claim of privilege or of protection as trial-preparation material If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

SANCTIONS.

1. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed contempt of the court from which the subpoena issued. A subpoenaed person or that person's attorney who frivolously resists discovery under this rule may be required by the court to pay the reasonable expenses, including reasonable attorney's fees of the party seeking discovery. The court from which a subpoena was issued may impose upon a party or attorney in breach of the duty imposed by division (C)(1) of this rule an appropriate sanction, which may include, but is not limited to, lost earnings and reasonable attorney's fees.

EXHIBIT 1

INSTRUCTIONS

A. Definitions. In answering each request, use the following definitions:

1. The word "person" means any natural person, firm, partnership, association, corporation, whether public or private, governmental agency or entity, joint venture, or any other form of business entity.

2. "You," "Your" and "MRS" refer to the recipient of this subpoena, MRS Investigations LLC and its principal, Michael Simpson, both individually and collectively.

3. "KNR" refers to Defendant, Kisling, Nestico & Redick, LLC.

4. The term "Complaint" refers to the operative complaint filed in the above-captioned matter.

5. The terms "Defendant" or "Defendants" refers to the Defendants in the above-captioned matter.

6. The term "document" or "documents" means the original and a copy, regardless of origin or location, of any writing or records of any type or description, whether official or unofficial, including, but not limited to, the original and any copy of any book, pamphlet, periodical, letter, memorandum, telegram, report, record, study, inter- or intra-office communication, handwritten or other note, working paper, publication, permit, ledger and/or journal, whether general or special, chart, paper, graph, survey, index tape, disk, data sheet or data-processing card, or any other written, recorded, transcribed, filed, or graphic matter, however produced or reproduced, to which Defendant had access or now has access. "Document" or "documents" also includes any magnetically, mechanically, and/or electronically stored, maintained, and/or recorded data, whether the data consists of words, symbols, numbers, graphs, or other matters, including but not limited to **email and text messages**.

7. "Identify" means, with respect to any individual person, that the answer shall state, to the extent known, the person's name, sex, approximate age, present home address, present home telephone number, present business address, present business telephone number, present employer, present title, present job description, salary grade, roll group, and relationship to Defendant, if any. If Defendant does not know the person's present home address, he shall so state and list the person's last-known home address. If Defendant does not know the person's name, he shall so state and provide a physical description of the person, including describing the clothing the person was wearing at the time of the events charged in the Complaint. "Identify" means, with respect to a communication, the place of the communication, the date and time of the

communication, the participants in the communication, and the substance of the communication.

8. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory all responses that might otherwise be construed to be outside its scope.

9. The term "current" means as of the date of service of these requests for production and "concerning" or "regarding" and their cognates mean "in whole or in part."

10. "Any" includes the word "all," and "all" includes the word "any."

11. "Relate to" and "relating to" mean regarding, concerning, containing, consisting of, referring to, reflecting, supporting, demonstrating, showing, identifying, mentioning, contradicting, prepared in connection with, used in preparation for, pertaining to, having any relationship to, evidencing, constituting evidence of, or being in any way legally, logically, or factually connected with the matter discussed.

B. These requests shall be deemed continuing in nature and are to be supplemented as additional information or documents pertinent to any interrogatory is obtained or created, including, but not limited to, additional information that adds to a previous answer, corrects a previous answer, and/or clarifies a previous answer.

C. Privileges

1. For each request you refuse to answer on grounds of privilege, state:

a. The specific privilege asserted;

b. The basis for the privilege; and

c. The identity of the documents and/or information claimed to be privileged.

D. Information requested is any and all information within your knowledge or that of your agents, employees, attorneys, representatives, and/or assigns.

REQUESTS

Provide the following documents in accordance with the instructions above.

1. Any list of current or past MRS customers.
2. Documentation sufficient to show what portion of Your revenue comes from Defendants and to identify all other sources of revenue for MRS and Michael Simpson apart from their work for Defendants.
3. All correspondence with KNR regarding billing, payment, invoices or services provided.
4. Any documents reflecting any non-cash compensation received by Michael Simpson or MRS Investigations from KNR (insurance benefits, retirement benefits, in-kind services, technology provided, vehicle allowance,

5. Any documentation as to what was done to earn the investigation fee You charged KNR with respect to the named plaintiffs identified in the Complaint.
6. All documents reflecting any Defendants' process or policies for selecting MRS or Michael Simpson to perform services for any of Defendants' clients.
7. All documents reflecting Simpson's or MRS's efforts to solicit or obtain business from or through any of the Defendants.
8. All documents reflecting any Defendants' efforts to solicit or obtain services from Simpson or MRS.
9. All documents reflecting efforts by any Defendant to ensure that Simpson and MRS were providing the most competitive terms and most reliable service.
10. Any written agreements between Michael Simpson or MRS and any Defendant and all documents relating to the negotiation or maintenance of any such agreements whether written or otherwise.
11. Any documents showing that Simpson or MRS performed services for any Defendant apart from investigative services.
12. Any documents containing a description of the work performed by Simpson or MRS for any Defendant.
13. All communications by Michael Simpson or MRS Investigations directly with Robert Nestico or Robert Redick, including all communications about the above captioned lawsuit.
14. All communications with any Defendant not directly related to a client matter, including all communications about the above captioned lawsuit.
15. All documents reflecting the expertise of Your staff in conducting investigations, including any accreditations or relevant training.
16. All 1099s, W-2s, W-9s, K-1s, or any other tax forms You received from any Defendant.
17. Documents reflecting any payments made to MRS or Simpson by any Defendant that were not reflected on a tax form.
18. All documents reflecting the total amount of fees, revenues, or payments MRS or Simpson collected from any Defendant on a monthly or yearly basis.
19. Any documents reflecting overhead expenses associated with the operation of MRS.
20. Tax returns for Simpson and MRS since 2011, including all relevant forms, attachments, and schedules.
21. Any documents reflecting payments made by KNR to Michael Simpson (in his personal capacity) rather than to MRS.
22. Any documents reflecting the rates MRS charges other customers for services similar or identical to those services they provide KNR.

23. Any documents in which it is claimed or asserted that Michael Simpson is or is not an employee of KNR or any Defendant.
24. Any documents in which it is claimed or asserted that MRS is or is not controlled by KNR or any Defendant.

RETURN OF SERVICE

SUMMIT COUNTY COMMON PLEAS COURT SUBPOENA

TO: MICHAEL R. SIMPSON AND
MRS INVESTIGATIONS LLC
999 Brigantine Avenue, Uniontown, OH 44685

RETURN OF SERVICE

Received this Subpoena on the 4th day of September, 2018 at 5:00 PM
and on the 4th day of September, 2018 at 9:15 PM I served the same upon
MICHAEL R. SIMPSON AND MRS INVESTIGATIONS LLC by delivering to
Michael R. Simpson, Personally and as agent for MRS Investigations LLC.
Service effected at the residence of Michael Simpson, 999 Brigantine Avenue, Uniontown, OH 44685
Personally served a true copy of this subpoena.

Lynda Purser, Private Process Server/Ohio

PRIVATE PROCESS SERVER

Mileage: _____ miles@ STATE TOTAL$ ALL COUNTIES

PROTECTION OF PERSONS SUBJECT TO SUBPOENAS:

1. A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

2. (a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv) or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii),(iii),(iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.
3.On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following – Fails to allow reasonable time to comply; requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by CIV R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by the expert that was not made at request of any party; subjects a person to undue burden.
4.Before filing a motion pursuant to division (C) (3) (d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C) (3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.
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3. A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for discovery of the electronically stored information.

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 Alison Breaux

PLAINTIFFS' NOTICE OF SERVICE OF SUBPOENA ON AARON CZETLI AND AMC INVESTIGATIONS LLC

Plaintiffs hereby give notice that they served, under Civ.R.45 the attached subpoena on Aaron Czetli and AMC Investigations LLC by U.S. certified mail, return-receipt requested.

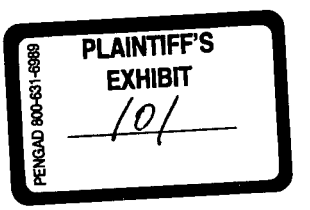
Dated: November 13, 2017

Respectfully submitted,

/s/ Peter Pattakos

Peter Pattakos (0082884)
Daniel Frech (0082737)
THE PATTAKOS LAW FIRM LLC
101 Ghent Road
Fairlawn, Ohio 44333
Phone: 330.836.8533
Fax: 330.836.8536
peter@pattakoslaw.com
dfrech@pattakoslaw.com

Attorneys for Plaintiffs



Sandra Kurt, Summit County Clerk of Courts

CERTIFICATE OF SERVICE

The foregoing document was served on all necessary parties by operation of the Court's e-filing system on November 13, 2017.

/s/ Peter Pattakos
Attorney for Plaintiffs

Sandra Kurt, Summit County Clerk of Courts

SUBPOENA
SUMMIT COUNTY COMMON PLEAS COURT

MEMBER WILLIAMS,	CASE NO: 2016-CV-09-3928
Plaintiff,	SUBPOENA IN A CIVIL CASE
vs.	ATTORNEY: Peter Pattakos
KISLING, NESTICO & REDICK, LLC, *et al.*,	ADDRESS: The Pattakos Law Firm 101 Ghent Road Fairlawn, OH 44333
Defendants.	peter@pattakoslaw.com
	SUPREME CT. NO. 0082884

TO: AARON CZETLI AND
AMC INVESTIGATIONS LLC
1679 23RD ST
CUYAHOGA FALLS, OH 44223

PURSUANT TO CIVIL RULE 45 YOU ARE HEREBY COMMANDED TO:

XX. PRODUCE THE DOCUMENTS AND ELECTRONICALLY STORED INFORMATION *IDENTIFIED IN THE ATTACHED EXHIBIT 1* IN ACCORDANCE WITH THE INSTRUCTIONS THEREIN ON OR BEFORE November 21, 2017 AND

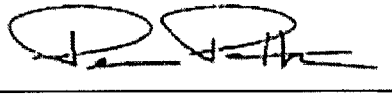
XX. ATTEND AND GIVE TESTIMONY AT A DEPOSITION ON February 22, 2017, or on another mutually convenient date, at 9:00 AM

AT THE OFFICES OF:

COHEN, ROSENTHAL, & KRAMER
700 W. SAINT CLAIR AVE., #400
CLEVELAND, OH 44113

HEREOF FAIL NOT UNDER PENALTY OF THE LAW

WITNESS MY SIGNATURE AND SEAL OF SAID COURT, THIS 2nd DAY OF NOVEMBER, 2017



_____ Attorney Peter Pattakos

RETURN OF SERVICE
Received this Subpoena on the _____day of _____, 20___ at ____M. and on the _____day of _____, 20__, at ___, I served the same upon _____ by delivering to _____

Personally or Residential a true copy of this subpoena.
_____ Sheriff-Attorney-Process Server-Notary

Mileage: _____miles@ _____: TOTAL $ _____

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4. The term "Complaint" refers to the operative complaint filed in the above-captioned matter.

5. The terms "Defendant" or "Defendants" refers to the Defendants in the above-captioned matter.

6. The term "document" or "documents" means the original and a copy, regardless of origin or location, of any writing or records of any type or description, whether official or unofficial, including, but not limited to, the original and any copy of any book, pamphlet, periodical, letter, memorandum, telegram, report, record, study, inter- or intra-office communication, handwritten or other note, working paper, publication, permit, ledger and/or journal, whether general or special, chart, paper, graph, survey, index tape, disk, data sheet or data-processing card, or any other written, recorded, transcribed, filed, or graphic matter, however produced or reproduced, to which Defendant had access or now has access. "Document" or "documents" also includes any magnetically, mechanically, and/or electronically stored, maintained, and/or recorded data, whether the data consists of words, symbols, numbers, graphs, or other matters, including but not limited to **email and text messages**.

7. "Identify" means, with respect to any individual person, that the answer shall state, to the extent known, the person's name, sex, approximate age, present home address, present home telephone number, present business address, present business telephone number, present employer, present title, present job description, salary grade, roll group, and relationship to Defendant, if any. If Defendant does not know the person's present home address, he shall so state and list the person's last-known home address. If Defendant does not know the person's name, he shall so state and provide a physical description of the person, including describing the clothing the person was wearing at the time of the events charged in the Complaint. "Identify" means, with respect to a communication, the place of the communication, the date and time of the

communication, the participants in the communication, and the substance of the communication.

8. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory all responses that might otherwise be construed to be outside its scope.

9. The term "current" means as of the date of service of these requests for production and "concerning" or "regarding" and their cognates mean "in whole or in part."

10. "Any" includes the word "all," and "all" includes the word "any."

11. "Relate to" and "relating to" mean regarding, concerning, containing, consisting of, referring to, reflecting, supporting, demonstrating, showing, identifying, mentioning, contradicting, prepared in connection with, used in preparation for, pertaining to, having any relationship to, evidencing, constituting evidence of, or being in any way legally, logically, or factually connected with the matter discussed.

B. These requests shall be deemed continuing in nature and are to be supplemented as additional information or documents pertinent to any interrogatory is obtained or created, including, but not limited to, additional information that adds to a previous answer, corrects a previous answer, and/or clarifies a previous answer.

C. Privileges

1. For each request you refuse to answer on grounds of privilege, state:

a. The specific privilege asserted;

b. The basis for the privilege; and

c. The identity of the documents and/or information claimed to be privileged.

D. Information requested is any and all information within your knowledge or that of your agents, employees, attorneys, representatives, and/or assigns.

REQUESTS

Provide the following documents in accordance with the instructions above.

1. Any list of current or past AMC customers.
2. Documentation sufficient to show what portion of Your revenue comes from Defendants and to identify all other sources of revenue for AMC and Aaron Czetli apart from their work for Defendants.
3. All correspondence with KNR regarding billing, payment, invoices or services provided.
4. Any documents reflecting any non-cash compensation received by Aaron Czetli or AMC Investigations from KNR (insurance benefits, retirement benefits, in-kind services, technology provided, vehicle allowance,

5. Any documentation as to what was done to earn the investigation fee You charged KNR with respect to the named plaintiffs identified in the Complaint.
6. All documents reflecting any Defendants' process or policies for selecting AMC or Aaron Czetli to perform services for any of Defendants' clients.
7. All documents reflecting Czetli's or AMC's efforts to solicit or obtain business from or through any of the Defendants.
8. All documents reflecting any Defendants' efforts to solicit or obtain services from Czetli or AMC.
9. All documents reflecting efforts by any Defendant to ensure that Czetli and AMC were providing the most competitive terms and most reliable service.
10. Any written agreements between Aaron Czetli or AMC and any Defendant and all documents relating to the negotiation or maintenance of any such agreements whether written or otherwise.
11. Any documents showing that Czetli or AMC performed services for any Defendant apart from investigative services.
12. Any documents containing a description of the work performed by Czetli or AMC for any Defendant.
13. All communications by Aaron Czetli or AMC Investigations directly with Robert Nestico or Robert Redick, including all communications about the above captioned lawsuit.
14. All communications with any Defendant not directly related to a client matter, including all communications about the above captioned lawsuit.
15. All documents reflecting the expertise of Your staff in conducting investigations, including any accreditations or relevant training.
16. All 1099s, W-2s, W-9s, K-1s, or any other tax forms You received from any Defendant.
17. Documents reflecting any payments made to AMC or Czetli by any Defendant that were not reflected on a tax form.
18. All documents reflecting the total amount of fees, revenues, or payments AMC or Czetli collected from any Defendant on a monthly or yearly basis.
19. Any documents reflecting overhead expenses associated with the operation of AMC.
20. Tax returns for Czetli and AMC since 2011, including all relevant forms, attachments, and schedules.
21. Any documents reflecting payments made by KNR to Aaron Czetli (in his personal capacity) rather than to AMC.
22. Any documents reflecting the rates AMC charges other customers for services similar or identical to those services they provide KNR.

23. Any documents in which it is claimed or asserted that Aaron Czetli is or is not an employee of KNR or any Defendant.
24. Any documents in which it is claimed or asserted that AMC is or is not controlled by KNR or any Defendant.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Aaron Czetli
AMC Investigations
1679 23d St.
Cuyahoga Falls OH 44223

9590 9403 0176 5120 6988 46

2. Article Number (Transfer from service label)

7015 1520 0001 5321 1015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Aaron Czetli

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Monday, June 15, 2015 at 8:33:42 PM Eastern Daylight Time

Subject: Rooms.....
Date: Wednesday, November 6, 2013 at 8:59:12 AM Eastern Standard Time
From: Brandy Brewer
To: Prelit Attorney, Mike Simpson, Mike Simpson (michaelsimpson12@yahoo.com)
Priority: High

Room Arrangements:

Cawley/Floros
Tassi/Schneider
Tony/Waleed
Rob/Paul
Sam
Simpson/Matt
Horton/Robert
Zaber/Tom
Jason/Josh

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

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
103