THERA REID



# HEALTH INSURANCE CLAIM FORM

Interface with   Interface		IAMPVA	GROUP HEALTH PLA	N FECA	NG	1a. INSURED'S I.D. NU	MBER	CONTRACTOR CONTRACTOR	(For Prog	ram in Item 1)
REID, THERA    FINE PACE (State)   FINE PROJECT PACE (State)	and Land Land		(ID#)	(ID#)	\\(\text{\(\(\D#\)\)}					
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PATECH   PATE   PATECH   PAT							F-100 - 100	-		
AUTO ACCIDENT	OTHER INSURED'S POLICY OR GROUP NUMBER	a. E		[		a. INSURED'S DATE OF	BIRTH		SE	-
RESERVED FOR NUCC USE  C. OTHER ACCIDENT?  L. OTHER ACCIDENT?  READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.  READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.  READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.  PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the inclusion of the interpretation of posteroach produced in the impair of the interpretation of the interpretation of posteroach produced in the interpretation of the interpretation of posteroach produced in the interpretation of the interpretation of the interpretation of posteroach produced in the interpretation of the interpr	DECEDIVED FOR MILCO LIPE		Lumin		D			М		FA
C. INSURANCE PLAN NAME OR PROGRAM NAME   C. OTHER ACCIDENTY   YES   NO	HESERVED FOR NOCC USE	0.7	F	- Innerest		b. OTHER CLAIM ID (D	esignated b	y NUCC)		
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TE OF CURRENT ILLNESS, NULRY, or PREGNANCY (LMP)   16. OTHER DATE OUNL, 431   0.04, 431	below.	s enner to my	0			SIGN		E ON	FILE	
NAME OF REFERRING PROVIDER OR OTHER SOURCE   17a   17b   NPI   10   10   10   10   10   10   10   1	WHICH THE CHECKED STREET AND A STREET AND A STREET AND A STREET AND A STREET ASSESSMENT ASS	- Y	PERCENTAGENDOS TRADECIMIES ANTAGE	A HURANICH STABILITIONS	WEST STREET, WITH A PROPERTY OF THE	NEW WAY OF THE PROPERTY OF THE	POWER WATER OF STREET	tionalminaversization.	Service Management of the	CHICAGO STATES THE THE STATES
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A				и. [		23. PRIOR AUTHORIZA	TION NUM	BER		
N   DO   Y   MM   DO   Y   SERVICE   EMG   (Explain Unusual Circumstances)   POINTER   SCHARGES   DAY   PROVIDER ID R   PROV	J. L.	K. L		L. L						
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270796590  SNATURE OF PHYSICIAN OR SUPPLIER CLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  26. PATIENT'S ACCOUNT NO.  27. ACCEPT ASSIGNMENT?  28. TOTAL CHARGE  29. AMOUNT PAID  30. Rsvd for NUCC  27. ACCEPT ASSIGNMENT?  28. TOTAL CHARGE  29. AMOUNT PAID  30. Rsvd for NUCC  33. BILLING PROVIDER INFO & PH # (330) 331 7207  CLEARWATER BILLING SERVICES LL  32. SERVICE FACILITY LOCATION INFORMATION  AKRON CHIROPRACTOR  CLEARWATER BILLING SERVICES LL  34. BATH, OH 44210	05 04 10 05 04 10 11	1030	1 1			10.00	1		10038	<i>3</i> 2211
270796590 S 2170.00 s 0.00  SNATURE OF PHYSICIAN OR SUPPLIER CLUDING DEGREES OR CREDENTIALS (I cortify that the statements on the reverse apply to this bill and are made a part thereof.)  32. SERVICE FACILITY LOCATION INFORMATION ARROW CHIROPRACTOR CLEARWATER BILLING SERVICES LL S ARLINGTON ST P.O BOX 1243  AKRON, OH 44306 BATH, OH 44210	ECDEDAL TAY ID NUMBER DON CIN OF DAT	ENT'S ACC	OUNT NO	27 ACCEPT	SSIGNMENT2	28 TOTAL CHARGE	29 A		in Tan	Bayd for NHC
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ARLINGTON ST  ARRON, OH 44306  BATH, OH 44210	CLUDING DEGREES OR CREDENTIALS AK	RON C	HIROPRA	CTOR		CLEARWATE	R BIL	LING	SERVI	ICES LI
	apply to this bill and are made a part thereof.)									
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# EXHIBIT 32 (CONTINUED) Sandra Kurt, Summit County Clerk of Courts

EXTO

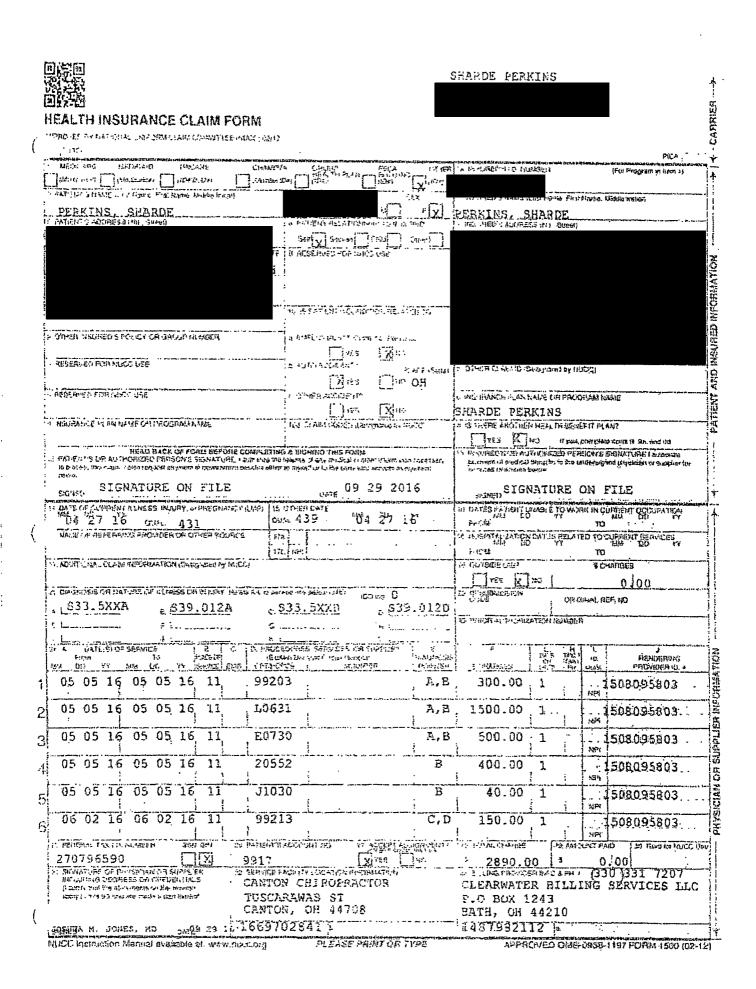


# HEALTH INSURANCE CLAIM FORM

MICHAEL, KATHRYN

THERA REID

	MPVA GROUP HEALTH F	PLAN FECA	IG	1a. INSURED'S	I.D. NUMBER	ARI DENOS CH	Minichesco	PICA (For Program in Item 1)
	nber (ID#) (ID#)	(1D#)	(ID#)		ž=			
PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIF	RTH DATE	SEX	4. INSURED'S N	NAME (Last Na	me, Fir	rst Nam	e, Middle Initial)
REID, THERA PATIENT'S ADDRESS (No., Street)	6. PATIENT BELL	ATIONSHIP TO INS	F X	REID, 7	CHERA			
	Self Spou	[] []	Other	17. INSURED S /	UDDHESS film	Stree	17	
IY	ATE 8, RESERVED FO	السما لسما	Ontei					
	ЭН			CITY				77-1-93-
CODE TELEPHONE (Include Area Code)				ZIP CODE		TE	LEPHO	NE (Include Area Code)
								(1100000)
OTHER INSURED'S NAME (Last	10. IS PATIENT'S	CONDITION RELA	TED TO:	11. INSURED'S	POLICY GRO	JP OR	FECA N	NUMBER
OTHER INSURED'S POLICY OR GROUP NUMBER	- CMIN COMMENT	200	2					
THE STATE OF CHOICE OF CHOOL NOWDER	r	? (Current or Previo	us)	a. INSURED'S D	ATE OF BIRT	H		SEX
ESERVED FOR NUCC USE	b. AUTO ACCIDE	NT? SEY						M F K
	F-70	YES NO	LACE (State)	b. OTHER CLAIN	M ID (Designal	ed by N	NUCC)	
ESERVED FOR NUCC USE	c. OTHER ACCIDI	II	OH	c. INSURANCE I	OLAMANA P	D DDG	ODATE	MAME
		YES XNO		THERA R		n PHO	MAHEN	MAMME
SURANCE PLAN NAME OR PROGRAM NAME	Luna	S (Designated by N	UCC)	d. IS THERE AND		TH REA	EEIT P	4 AN2
		- Annouse Control I		YES	X NO			ete items 9, 9a, and 9d.
READ BACK OF FORM BEFORE COMPLE	TING & SIGNING THIS F	FORM.		13. INSURED'S C	DR AUTHORIZ	ED PE	RSON'S	S SIGNATURE Lauthorize
ATIENT'S OR AUTHORIZED PERSON'S SIGNATURE   authorize process this claim. I also request payment of government benefits e allow.	the release of any medica ther to myself or to the pa	at or other informatio arty who accepts assi	n necessary gnment	payment of m services desc	edical benefits	to the i	undersiç	gned physician or supplier f
IGNED SIGNATURE ON FILE	DATE	06 16 20	16	SIGNED_S	IGNATU	JRE	ON	FILE
04 20 16 QUAL 431	15. OTHER DATE QUAL! 439!	MM 4 DD0 1	Y.Y	16. DATES PATIE	ENT UNABLE	TO WO	RK IN C	CURRENT OCCUPATION MM   DD   YY
IMME OF REFERRING PROVIDER OR OTHER SOURCE		04 20 ]	. O	THOW			PC.	, ,
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ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	17b. NPI			FROM 20 OUTSIDE LA	1		TC	
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016 1990	S39.012D	ico ina.   O		CODE	1	ORIG	SINAL F	REF. NO.
W1 1	i. L	н. [		23. PRIOR AUTH	ORIZATION N	UMBER	7	
	. [	L. L.						
	OCEDURES, SERVICES xplain Unusual Circumst		E.	F.	G.	H.	1.	J,
A CONTRACT OF THE PROPERTY OF		ODIFIER	POINTER	\$ CHARGES	OR	EPSOT Family Plan	ID. QUAL.	RENDERING PROVIDER ID. #
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	1 7	a property				1446		
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70796590		YES YES	see back) NO	\$ 1290	100			100 So. Have for NOCC
	FACILITY LOCATION II	NFORMATION		33. BILLING PROV				307331 7207
ceruly that the statements on the reverse	N CHIROPRA			CLEARWA				SERVICES LL
	LINGTON ST			P.O BOX				
AKRC	N, OH 4430	Ю		BATH, O	H 4421	0		
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1500	KISLING ESTICO & REDICK
· · · · · · · · · · · · · · · · · · ·	3412 WEST MARKET STREET
HEALTH INSURANCE CLAIM FORM	AKRON, OH 44333
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05	
1 MEDICARE MEDICAR YEAR	PICA
(Spansor's SSN) (Member IDN) (SSN or ID) (SSN	OTHER (For Program in Item 1)
2. PALLENT 3 NAME (List Name, First Name, Middle India)  DYSON, RONNIA	
Manage of Activity	
E to entical status	
Single X Married	Other
	Part-Time   Gludent   Glud
10. IS PATIENT'S CONDITION REI	ATED TO:
a. EMPLOYMENT? (Current or Pro-	vious)
b. OTHER INSUREO'S DATE OF BIRTH SEX D. AUTO ACCIDENT?	
	PLACE (State)
C EMPLOYER'S NAME OR SCHOOL NAME C. OTHER ACCIDENT?	
d. INSURANCE PLAN NAME OR PROGRAM NAME 108 RESERVED SON LOCAL LIGHT	KISLING, NESTICO & REDICK
108. RESERVED FOR LOCAL USE	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE Laudurize the retrage of any medical or other informal	13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize
:3 process the pair. I also request phyment of government benefits either to reveal or to the party who accepts as below.	payment of madical benefits to the undersigned physician or supplier for services described below.
SIGNATURE ON FILE DATE 08/31/	11 SIGNATURE ON FILE
14. DATE OF CURRENT: ILLNESS (First symptom) OR INJURY (Accident) OR GIVE FIRST DATE MM DD GIVE FIRST DATE MM DD I	- College - Coll
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a.	FROM TO
170, NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD WY TO
19. REBERVED FOR LOCAL USE	20. OUTSIDE LAB? S CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate lients 1, 2, 3 to 4 to tiem 24E by Line)	22. MEDICAIO RESUBMISSION ORIGINAL EEE NO
1. <u>847.0</u> 3. <u>847.1</u>	ONGINAL NET. NO.
846.0	23. PRIOR AUTHORIZATION NUMBER
24. A. DATE(S) OF SERVICE B. C. D. PROCEDURES, SERVICES, OR SUPPLIES	F. G. H. L. J.
From To PLACEOF (Explain Unusual Circumstances)  MM DD YY MM DD YY SERMCE EMG CPT/HCPCS   MODIFIER	DIAGNOSIS POINTER \$ CHARGES UNITS PAY OLIAL PROVIDER ID. 4
04/22/11 04/22/11 11   99204	1,2,3 \$350.00   1   NPI 1508856915 E
04/29/11 04/29/11 11   99213	
04/29/11 04/29/11 11   99213	1,2,3 \$150.00   1   NP) 1508856915 E
04/29/11 04/29/11 11   20553	3,2   \$800.00   1   NFT 1508856915
05/13/14 05/13/14 11   99213	8
03/13/14 05/14/11   93213	1,2,3 \$150.00   1   NPN 1508856915 8
05/13/11 05/13/11 11 20553	1,2 \$800.00 1 NPI 1508856915
05/13/1h 05/13/1h 11:   J1040	
25 PEDERIAL TAX I.D. NUMBER SSN EIN 28. PATIENT'S ACCOUNT NO. 27. ACCEPT ASS	1,2 \$80.00 1 NPI 1508856915 CONTROL CHARGE 29. AMOUNT PAID 30. BALANCE DUE
2086 XYES  31 SIGNATURE OF PHYSICIAN OR SUPPLIER  32. SERVICE FACILITY LOCATION INFORMATION	NO   \$ \$4,400,00   \$\$0.00   \$\$4,400.00
INCLUDING DECRESS OF CREDENTIALS (I certify that the statements on the reverse HANCHRIST LLC	33. BILLING SERVICES
RICHARD H. GUNNING AKRON. OH 44301	P.O BOX 1243 BATH, OH 44210
08/31/11 ARRON. OH 44301	* 1487982112 <sup>b</sup>
IUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TY	PE APPROVED OMB-0938-0999 PORM CMS-1500 (08-08)
Printed on Recycled Pa	oper

1500		KISLING ESTICO & REDICK
HEALTH INSURANCE CLAIM I		3412 WEST MARKET STREET AKRON, OH 44333
1. MEDICARE N'EDICAID TRICARE CHAMPUS (Medicare P) (Medicaid #) (Sponsor's 6SN	CHAMPVA GROUP FECA HEALTH PLAN BLK (UNG (SSN) (SSN)	On #EA
2. PATIENT'S NAME (Lest Name, First Name, Middle Initit DYSON, RONNIA	(SSN) 1	(10)
DIDON NOMIN		
	E H	
	Full-Time   Part-Time	
	Employed Student Student  10. IS PATIENT'S CONDITION RELATED	1
A. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	
b OTHER INSURED'S DATE OF BIRTH	YESMo	
WH DO AY		E(State) b
C. EMPLOYEH'S NAME OR SCHOOL NAME	c. OTHER ACCIDENT?  YES AND	LINSURANCE PLAN NAME OR PROBRAM NAME  KISLING, NESTICO & REDICK
d. INSURANCE PLAN NAME OH PHOGRAM NAME	10d. RESERVED FOR LOCAL USE	E (State) DH  D. INSURANCE PLAN NAME OR PROBRAM NAME  KISLING, NESTICO & REDICK  d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
READ BACK OF FORM BEFOR	E COMPLETING & SIGNING THIS FORM.	YES NO If yas, roluin to and complete Item 9 a-d.
furlow.	Lauthorize the release of any medical or other information nec it benefits either to myself or to the party who accepts assignment	payment of medical benedies to the undersigned physician or supplier for services described below.
SIGNATURE ON FII	DATE	SIGNATURE ON FILE
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846.0	4. [	23. PRIOR AUTHORIZATION NUMBER
24. A. DAYE(S) OF SERVICE B. C. From To PLACEOF	D. PROCEDURES, SERVICES, OH SUPPLIES (Expisin Unusual Circumstances) DIAC	E. F. G. H. J. J. BONDERING OF PROVIDER ID. #
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31 SIGNATURE OF PHYSICIAN OR SUPPLIER 32	ZUB6 X YES NO SERVICE FACILITY LOCATION INFORMATION	\$ 72,200,00 374,400.00
INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse	HANCHRIST LLC 1134 BROWN ST	33. CLICARWATER BILLING SERVICES P.O BOX 1243
RICHARD H. GUNNING	AKRON, OH 44301	BATH, OH 44210
SIGNED DATE a.  UCC Instruction Manual available at: www.nuc	1669702841 Cc.org PLEASE PRINT OR TYPE	*1487982112 *** ONG 41
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1500		KISLING ESTICO & REDICK 3412 WEST MARKET STREET
HEALTH INSURANCE CLAIM FORM APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/09		AKRON, OH 44333
1 MEDICARE MEDICAID THICARE CHAMPUS  [Medicare 4] (Medicaid #) (Sponsor's SSN) (Member II	HEALTH PLAN PLK LING	PICA
2. PATIENT'S NAME (Lest Name, First Name, Middle Initial) DYSON, RONNIA	(CSN) [A (IU)	
,		1
	IS PATIENT'S CONDITION RELATED TO:	
a. OTHER: NSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMEN'S (Current or Previous)	
OTHER INSUDED STATE OF BIDTH	VES TO	
MM DD YY	b. AUTO ACCIDENT?  PLACE (State NO OH)	b)
C. EMPLOYER'S NAME OR SCHOOL NAME	C. OTHER ACCIDENT?  YES X NO	o INSURANCE PLAN NAME OR PROGRAM NAME KISLING, NESTICO & REDICK d is there another health general thank
INSURANCE PLAN NAME OR PROGRAM NAME	10d. RESERVED FOR LOCAL USE	
READ BACK OF FORM BEFORE COMPLETING 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE 1 authorize the re to pickness this claim. Also request payment of government benefits either te	starre of any modest or attention information	YES
SIGNATURE ON FILE	08/31/11	Services described below.  SIGNATURE ON FILE
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17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 176.		FROM TO
19. RESERVED FOR LCCAL USE	NPI ·	FROM TO 20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NA" URE OF ILLNESS OR INJURY (Relate forms 1, 2, 3)	or 4 to item 24E by Line)	22. MEDIDAID PIESUBMISSION OBIGINAL DEC NO
3. L	347.1	ORIGINAL REF, NO.  23, PRIOR AUTHORIZATION NUMBER
847.0 2. <u>L </u>	UHES, SERVICES. OR SUPPLIES E.	
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		\$40.00   1   NPI   1508856915   6
25. FEDERAL TAX ID JUMBER SSN EIN ! 28. PATIENT'S ACC	Los Bayl claims 409 peor	28. TOTAL CHARGE 28. AMOUNT PAID 30. BALANCE DUE \$4,400,00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS LIA NOTED TO	LITY LODATION INFORMATION	33 BILLING PROVIDER INFO & PH. (330) 331-7207 CLEARWATER BILLING SERVICES
apply to this bill and are made a part hereof.)  RICHARD H. GUNNING AKRON.	ROWN ST	P.O BOX 1243
08/31/11 08/31/11 016697.02	OH 44301 841 ************************************	
NUCC Instruction Manual available at: www.nucc.org	PLEASE PRINT OR TYPE Printed on Recycled Peper	APPROVED OMB-0938-0939 FORM CMS-7500 (08-05)

1500	KISLING ESTICO & REDICK
HEALTH INSURANCE CLAIM FORM	3412 WEST MARKET STREET AKRON, OH 44333
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP FECA CHAMPUS CHAMPUS (Sponsor's SSN) (Member 10th) (SSN or 10) (SSN)	OTHER CONTROL
2. PAT:ENT'S NAME (Linst Name, First Name, Middle Initial) DYSON, RONNIA	] (14)
3	
IS PATIENT'S CONDITION RELATED TO	
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IN OTHER MININESS NATE OF PIRTH	
M F NO O	
EMPLOYER'S NAME OR SCHOOL NAME  C. OTHER ACCIDENT?  YES X NO	KISLING NESTICO & DEDICK
d. INSURANCE PLAN NAME OR PROGRAM NAME 10d. RESERVED FOR LOCAL USE	J. IS THERE ANOTHER HEALTH BENEFIT PLAN?
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.  12. PATIENT'S OR AUT-IORIZED PERSON'S SIGNATURE   authorize the release of any medical or other information mades to process trils closs. also request payment of government benefits either to myself or to the carry who accepts assignment	13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorized payment of madical benefits to the undereigned physician or supplier for
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14 DATE OF CURRENT: ILLNESS (First symptom) OR IS. IF PATIENT HAS HAD SAME OR SIMILAR ILLI ON GIVE FIRST DATE MM DD SIMILAR ILLI OR GIVE FIRST DAT	NESS. 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17 NAME OF REFERHING PROVIDER OR OTHER SOURCE 176.	FROM TO  18. HOSPITALIZATION DATES HELATED TO CURRENT SERVICES
19. RESERVED FOR LOCAL USE	FROM TO YY 20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Homs 1, 2, 3 or 4 to Hear) 24E by Line)	YES NO 22 MEDICAID RESUBMISSION
847.1	CODE ORIGINAL REF. NO.
846.0 2.   4. L 24. A. DATE(S) OF SERVICE   B. C. D. PROCEFULISES SERVICES OR SHAWLES   1.	23. PRIOR AUTHORIZATION NUMBER
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31. SIGNATURE OF PLYSICIAN OR SUPPLIER 32. SERVICE FACILITY LOCATION INFORMATION	33. HULLEARWATTER BILLING SERVICES
specty to this bit and are made a part thereof.)  AMCARIST LLC  1134 BROWN ST	P.O BOX 1243
SAM N. GHOUBRIAL, MD AKRON, OH 44301 08/31/11 *1669702841*	BATH, OH 44210
SIGNED DATE 1669 / U284 I P  #UCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE  #Printed on Recycled Paper	APPROVED OMB-0938-0999 FORM CMS-1500 (08-05)

	v
1500	KISLING, NESTICO& REDICK LLC
HEALTH INSURANCE CLAIM FORM	3200 W MARKET ST #300 AKRON, OH 44333
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05	micon, on 44333
1. MEDICARE MEDICAID IRICANE CHAMPVA GROUP FECA OTHER	PICA
1. MEDICARE MEDICAID TRICAHE CHAMPVA GROUP FECA OTHER CHAMPUS (Medicare #) (Medicar	, or region arrection
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) BOOKER, MICHAEL E	
BOOKERY THERMED IS	
Single Married Other	
Full-Time r Part-Time r	
Employed Student Student Student 10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER  a. EMPLOYMENT? (Current or Previous)  YES X NO	
D. OTHER INSURED'S DATE OF BIRTH SEX D. AUTO ACCIDENT? PLACE (SIM	le)
M F XYES NO OH,	C INC. DANCE DI AN MANS OR STOOR
YES X NO	C. INSURANCE PLAN NAME OR PROGRAM NAME KISLING, NESTICO& REDICK
d. INSURANCE PLAN NAME OR PROGRAM NAME 10d. RESERVED FOR LOCAL USE	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.	YES X NO // yes, return to and complete item 9 a-d.  13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.	<ul> <li>payment of medical benefits to the undersigned physician or supplier for services described below.</li> </ul>
SIGNATURE ON FILE 08/17/09	SIGNATURE ON FILE
12 TATE OF CURRENT: ILLNESS (First symptom) OR 15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNES (First DATE MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a.	FROM TO  18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
17b. NPI	FROM TO YY
19. RESERVED FOR LOCAL USE	20. OUTSIDE LAB? S CHANGES  YES X NO   0.100
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YES NO	330 5-1500
: NATURE OF PHYSICIAN OR SUPPLIER SLUDING DEGREES OR CREDENTIALS  32. SERVICE FACILITY LOCATION INFORMATION SAM N. GHOUBRIAL MD	SAM N GHOUBRIAL (MD)

NUCC Instruction Manual available at: www.nucc.org
Mfd by Medical Ans Press
Call foll-free, 1-800 328-2179

(I certify that the statements on the reverse apply to this bill and are made a part thereof.)

SAM N GHOUBRIAL, MD

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	KISLING, NESTICO& REDICK LLC
HEALTH INSURANCE CLAIM FORM	3200 W MARKET ST #300 AKRON, OH 44333
APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08:05	AKRON, OH 44333
PICA	PICA :
	R 1a. INSURED'S I.D. NUMBER (For Program in Item 1)
2. PATIENT'S NAME (Last Name, First Name, Middle Install)	
BOOKER, MICHAEL E	
Single Married Others	
Employed Student Student Student	
10 IS PATIENT'S CONDITION RELATED TO:	
a. EMPLOYMENT? (Current or Previous)	
YES V NO	
D. OTHER INSURED'S DATE OF BIRTH SEX D AUTO ACCIDENT? PLACE (Siste)	D. EMPLOTER'S NAME OR SCHOOL NAME
M F X YES NO OH	
c. EMPLOYER'S NAME OR SCHOOL NAME c. OTHER ACCIDENT?	C. INSURANCE PLAN NAME OR PROGRAM NAME
YES X NO	KISLING, NESTICO& REDICK
d, INSURANCE PLAN NAME OR PROGRAM NAME 10d. RESERVED FOR LOCAL USE	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.	YES X NO // yes, return to and complete item 9 and  13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment.	payment of medical benefits to the undersigned physician or supplier for services described below.
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17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 178.	FROM TO TO
176 NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY MM DD YY TO
19. RESERVED FOR LOCAL USE	20. OUTSIDE LAB? \$ CHARGES
	YES X NO 0.00
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line)	22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.
3	23. PRIOR AUTHORIZATION NUMBER
71946	23. FAIGH ACHIONIZATION NOMBER
24. A. DATE(S) OF SERVICE 6 C. D. PROCEDURES, SERVICES, OR SUPPLIES E.	F, G, H I. J. DAYS EPROT ID RENDERING OR Fanky ID RENDERING
	S DAYS BOOK ID RENDERING
Froiii         To         PLACE OF (Explain Unusual Circumstances)         DIAGNOSIS           MM         DD         YY         MM         DD         YY         SERVICE EMG         CPT/HCPCS         MODIFIER         POINTER	S CHARGES LINTS Pun OUAL. PROVIDER ID. #
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# **HEALTH INSURANCE CLAIM FORM**

PPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12		
PICA  MEDICARE MEDICAID TRICARE CHAMPVA	A GROUP FECA OTHER	1a. INSURED'S I.D. NUMBER (For Program in Item 1)
(Medicare#) [Medicaid#) (ID#/DoD#) (MemberID	- HEALTH PLAN - BLK LUNG -	NONE
PATIENT'S NAME (Last Name, First Name, Middle Initial)		
BEASLEY, CHETOIRI		
OTHER INSURED S MAINE (East Maine, Prist Maine, Milouis British;	10. IS PATIENT'S CONDITION RELATED TO:	
OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	
RESERVED FOR NUCC USE	b. AUTO ACCIDENT?	
NESERVES I STENSOS SSE	YES NO	b. OTHER CLAIM ID (Designated by NUCC)
RESERVED FOR NUCC USE		C. WSURANCE PLANNAME OR PROGRAM NAME
	YES NO	CHEHOLE I VREVESE ELOGUM NAME
INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
		YES NO II yes, complete items 9, 9a, and 9d.
READ BACK OF FORM BEFORE COMPLETING PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the r		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for
to process this claim. I also request payment of government benefits either t	to myself or to the party who accepts assignment	services described below.
SIGNATURE ON FIEL	12 06 2017	SIGNATURE ON FILE
SIGNED	DATE	SIGNED
THE OF SHAFENT ILLNESS, INJURY 3 PREGNANCY (LMP) 15. COURT	, ~ ~ 1 NAME , YIP , ~ VV	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION  MM DD YY  FROM TO TO TO
NAME OF REFERRING PROVIDER OR OTHER SOURCE 178.		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY
<u> </u>	. NPI	FROM TO
ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? S CHARGES 0.100
. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to servi	ice line below (24E)	22. RESUBMISSION CODE ORIGINAL REF. NO.
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	DURES, SERVICES, OR SUPPLIES E. in Unusual Circumstances) DIAGNOSIS	F. G. H. I. J.  DAYS EP301 ID. RENDERING OR Ferty ID. PROVIDER ID. #  \$ CHARGES UNITS Pair QUAL. PROVIDER ID. #
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		NPI NPI
	CCOUNT NO 127 ACCEPT ACCIONMENTS	28. TOTAL CHARGE 29. AMOUNT PAID 30. Rsvd for NUCC
270796590 SSN EIN 26 PATIENT'S AG	CCOUNT NO. 27. ACCEPT ASSIGNMENT?	2150.00   0,00
NATURE OF PHYSICIAN OR SUPPLIER 3225KHZ/OKFA	YES NO	\$ 2150.00 \$ 330.331.7207!
NATURE OF PHYSICIAN OR SUPPLIER 3275KT OF A	GIHIKOPRACTORTION	\$ 2150.00   \$ 0.00
NATURE OF PHYSICIAN OR SUPPLIER LUDING DEGREES OR CREDENTIALS , certify that the statements on the reverse  S ARLI	YES NO	2150.00   0,00
NATURE OF PHYSICIAN OR SUPPLIER LUDING DEGREES OR CREDENTIALS , certify that the statements on the reverse  S ARLI	CHIROPRACTORTION NGTON ST OH 44306	s 2150.00   s 0.00     s 330 331 7207     @EEEARWATER   BELLING SERVICES LLO   P.O BOX 1243

**EXTO** 

# IN THE COURT OF COMMON PLEAS SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

Plaintiffs,

vs.

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

Defendants.

Case No. CV-2016-09-3928

Judge James A. Brogan

Affidavit of Peter G. Pattakos

I, Peter G. Pattakos, having been duly sworn, have personal knowledge of the following matters of fact, and testify as follows:

- 1. I am 40 years old. I am the founding and managing attorney of the Pattakos Law Firm, LLC, in Fairlawn, Ohio. The firm practices exclusively in the area of civil litigation.
- 2. I serve as lead counsel, along with my law firm, in the lawsuit captioned Member Williams, et al. v. Kisling, Nestico & Redick, LLC, et al. Case No. CV-2016-09-3928, currently pending in the Summit County Court of Common Pleas. I execute this Affidavit in connection with the Plaintiffs' Motion for Class Certification and Appointment of Class Counsel in Case No. CV-2016-09-3928.
- 3. I received my law degree from the Northwestern University School of Law in June of 2007. I was a summer associate in the Cleveland office of the Jones Day firm in 2006, then became a law clerk (in September 2007) and shortly a practicing attorney with that firm as I became a sworn member of the Ohio bar in November 2007. I have been a member of the Ohio bar in good standing since, and for the last eleven and a half years my practice has concentrated in the area of civil litigation: at Jones Day from November 2007 to November 2009, in solo practice until 2011, and as of counsel to Cohen Rosenthal & Kramer LLP and the Chandra Law Firm LLC in Cleveland,

# **EXHIBIT 33**

Ohio, under the tutelage of the distinguished partners of those firms, including Joshua Cohen, James Rosenthal, Ellen Kramer, Subodh Chandra, and Donald Screen. I founded and opened the Pattakos Law Firm in September of 2017.

- At Jones Day I was part of a number of successful representations, including having played a significant supporting role in developing, under the supervision of attorneys Steven Sigalow and Mark Andreini, the legal arguments successfully advanced in support of our client, Brush Wellman, in groundbreaking insurance litigation in the Ottawa County Court of Common Pleas. See Brush Wellman, Inc. v. Certain Underwriters at Lloyds, London, C.P. No. 03-CVH-089, 2006 Ohio Misc. LEXIS 387, at \*1 (Aug. 30, 2006) (holding that the insurer's duty to defend survived exhaustion of policy limits in the absence of explicit language, and where the policies contained no limitation or exception terminating the duty to defend upon exhaustion of the limits of liability for settlements and judgment). I also played a significant supporting role—under the supervision of a number of the firm's other distinguished partners including Jack Newman, Michelle Fischer, Tracy Lovitt, Edward Sebold, Geoffrey Ritts, Tracy Stratford, and Jonathan Leiken—in drafting briefs on dispositive motions, conducting witness interviews, and conducting discovery, both in litigation and investigations conducted by the U.S. Department of Justice and Securities and Exchange Commission, on behalf of a number of major financial institutions, hospitals, and large corporations, including some of the largest publicly held corporations in the world.
- Since having left Jones Day to first found my own practice in November of 2009, my 5. practice has focused largely on representing underserved parties, typically against substantially more powerful corporate or governmental interests. I have had consistent success with these representations, including in the following cases:

Yane v. Wiland, 2010-CV-754, Portage County C.P. (sole attorney for plaintiff, obtaining jury verdict of \$289,000 on breach of contract claims for \$289,000 where the defendant claimed the amount owed was a gift);

Sullins v. Raycom Media, Inc., 8th Dist. Cuyahoga No. 99235, 2013-Ohio-4697 (confidential settlement after summary judgment was reversed on plaintiff's defamation claim where plaintiff was wrongfully depicted as a "wanted fugitive" on a television program);

Cruz v. English Nanny & Governess School, Inc., 2017-Ohio-4176, 92 N.E.3d 143 (8th Dist.) (jury verdict for plaintiffs of \$392,750 plus attorney's fees, including \$222,750 in punitive damages on claims for intentional infliction of emotional distress and wrongful discharge in violation of public policy; verdict upheld on appeal, plus successful cross appeals of the trial court's orders on remittitur, attorneys' fees awarded, and an order regarding my communications with the press about the case);

State ex rel. Langhenry v. Britt, 2017-Ohio-7172, Supreme Court of Ohio (successfully obtained a writ of mandamus requiring Cleveland City Council to process a petition for referendum on a controversial nine-figure public subsidy for the renovation of Quicken Loans Arena that, with exception of a few mayors of certain inner-ring suburbs and the odd councilperson, was uniformly supported by Cuyahoga County's elected officials and corporate communities).

- 6. In the Cruz case, I served as the lead attorney for the plaintiffs—including, at the outset, as their only attorney—and first-chair trial counsel at a five-week jury trial with approximately 15 witnesses. I spent thousands of hours successfully litigating this extremely contentious case—which involved highly specialized medical evidence and testimony from five experts, and high legal hurdles in the elements for claims of (1) intentional infliction of emotional distress and (2) wrongful termination in violation of public policy under Ohio law—through a 5-week jury trial and successful appeal against distinguished defense counsel from two of Northeast Ohio's most respected law firms.
- 7. I have additionally successfully represented individuals against corporate or governmental entities in a number of highly publicized and contentious cases involving matters of public concern, obtaining substantial monetary settlements for my clients in these matters. I was recently named to the Ohio Super Lawyers list for 2019, an honor conferred on no more than 5% of attorneys statewide. I was also named a Super Lawyers Rising Star in 2016 and 2017, an honor conferred on

no more than 2.5% of Ohio attorneys 40 years of age or under, or in practice for 10 years or less. A fuller account of my experience and qualifications is available at my law firm's website at https://www.pattakoslaw.com/peter-pattakos/ -- including an archive of related news reports available at https://www.pattakoslaw.com/category/news/

I have served as lead counsel in representing the Plaintiffs in this case since its inception. I have developed the theories of recovery, with the assistance of co-counsel Joshua Cohen of Cohen Rosenthal and Kramer and Rachel Hazelet of my firm, and the assistance of previous counsel at the Chandra Law Firm. I signed the Complaint, and have navigated this lawsuit through almost three years of extremely intense litigation, zealously cultivating the asserted claims and preserving them in the face of repeated dispositive motions and continual disputes over discovery. I have taken the lead on drafting all of the substantive briefs filed in this case except for two of them. Additionally, I was primarily responsible for conducting discovery, including conducting or defending 16 of the 18 depositions that have taken place in this case to date (3 of which lasted for two full days). I am committed to seeing the litigation through to its conclusion. I have expended tens of thousands of dollars in fees for court reporter services, deposition transcripts, and expert-witness fees for this case to date. My law firm's billing records reflect that I and the other attorneys of my firm have devoted more than 2,000 hours of combined billable time since September 15, 2017 alone, which does not count the hundreds of hours I devoted to this case while working at the Chandra Law Firm. I have the financial means to do, and will do, whatever becomes reasonably necessary to prosecute the claims of the Plaintiffs and other class members. I have consulted with distinguished experts as to the claims at issue in this suit, five of whom (Nora Freeman Engstrom, Ryan Fisher, Esq., Michael Walls, M.D., David George, D.C., and Larry Lee) have submitted affidavits in support of Plaintiffs' motion for class-certification. I have also associated with distinguished co-counsel from the Cohen

Rosenthal & Kramer firm, who are particularly experienced in class-action litigation and similarly committed to successfully representing the Plaintiffs and the class members.

8. My co-counsel and I are aware of no other litigation that addresses the practices at issue in this lawsuit. Given the effort and resources we have expended on this case to date, it is unlikely that anyone other than the named Plaintiffs will receive any opportunity to press the alleged claims at issue if this case does not proceed as a class action.

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



Signature of Affiant

Date

Peter G. Pattakos, personally known to me and having been duly sworn via telephonic communication, has confirmed, via telephonic communication, the above testimony and that he has affixed his electronic signature above.



Attorney Rachel L. Hazelet Notary Public, State of Ohio My Commission Has No Expiration Date Sec 147.03 RC

STATE OF OHIO
)
) SS: **AFFIDAVIT OF JOSHUA R. COHEN**COUNTY OF CUYAHOGA
)

**JOSHUA R. COHEN**, being first duly sworn, deposes and states as follows:

#### I. INTRODUCTION

- 1. I am a founding partner of Cohen Rosenthal & Kramer LLP ("CRK"), a law firm with offices in Cleveland, Ohio. The firm practices exclusively in the area of civil litigation. CRK has an" av" rating from Martindale Hubbell.
- 2. My law firm and I serve as co-counsel in the lawsuit captioned *Member Williams*, et al. v. Kisling, Nestico & Redick, LLC, et al., Case No. CV-2016-09-3928 currently pending in the Summit County Court of Common Pleas. I execute this Affidavit in connection with the Plaintiffs' Motion for Class Certification and Appointment of Class Counsel in Case No. CV-2016-09-3928.

# II. PERSONAL BACKGROUND

3. A copy of my resume appears as Exhibit A to this Affidavit. As the resume indicates, I received my law degree from the University of Texas in 1984. I became a member of the Ohio bar later that same year. In 35 years of practice, I have concentrated in the area of commercial and complex civil litigation. I personally have an "av" rating with Martindale Hubbell.

#### III. CLASS ACTIONS CREDENTIALS

4. Class actions and collective actions represent a significant aspect of CRK'S practice. I personally have extensive experience in serving as plaintiff's counsel in class actions, derivative lawsuits, and comparable litigation.

- 5. For instance, I served as lead counsel in *Beder v. Cleveland Browns*, Cuyahoga Cty. C. Pl. Case No. 297862, a class action brought on behalf of approximately 13,000 Cleveland Browns season ticket holders against Art Modell when the franchise moved to Baltimore. The case culminated in a multi-million-dollar settlement.
- 6. I also served as lead counsel in *Lesser v. Burry*, Cuyahoga Cty. C. Pl. Case No. 332396, a derivative action brought on behalf of policyholders in Blue Cross Blue Shield (now Medical Mutual) to contest an effort by insiders to sell the company.

  The case resulted in settlements that returned more than \$12 million to the insurer.
- 7. I represented the plaintiff in *Fornshell v. First Merit*, Cuyahoga Cty. C. Pl. Case No. 06-CV-592402, litigation brought by a receiver to obtain recovery for hundreds of aggrieved investors from a bank implicated in a Ponzi scheme. The lawsuit resulted in a settlement of more than \$10 million.
- 8. Earlier this year, the Eighth District Court of Appeals affirmed certification of the class in a lawsuit brought against Cuyahoga County on behalf of certain of its classified employees. *Binder v. Cuyahoga Cty.*, 8th Dist., No. 10665 and 10666, 2019-Ohio-1236. My law firm and I serve as co-class counsel in the case.
- 9. Courts have explicitly complimented my background in class-action litigation. For instance, In *In re Revco Securities Litig*, , No. 1:89-cv-00593, FED. SEC. LREP. ¶97,809 (N.D. Ohio 1993), the court stated that it had "become directly familiar with the specialized, highly competent, and effective quality of the legal services

performed by ... Joshua Cohen, Esq." and other attorneys for the certified class.

10. The decision approving the settlement in the Cleveland Browns class action also includes the following passage:

> Plaintiffs' class is represented by Joshua R. Cohen, who has zealously represented the class, both in the courtroom, and elsewhere, throughout the five and one-half years of this case. Cohen works exclusively in the field of commercial litigation and is an experienced class action lawyer.

Beder v. Cleveland Browns, 114 Ohio Misc. 26,30 (2001).

- CRK has served as class counsel or lead counsel in multiple class actions or collective actions brought to vindicate the rights of employees. These include the following:
  - In re RS Legacy Corporation, et al., Case No. 1:15-10197 (Bankr. D. Del. August 29, 2016) (Lead Class Counsel) - Obtained final approval of \$41,000,000 class action settlement resulting in allowed general unsecured claim for 7,500 store managers based on improper calculation of overtime compensation.
  - Brodzenski v. StoneMor Partners, L.P., et al., Case No. 1:14-cv-02517 (N.D. Ohio August 26, 2015) (Lead Counsel) - \$2,328,000 settlement of fully-certified nationwide Fair Labor Standards Act ("FLSA") collective action for a class of sales counselors who were allegedly forced to report fewer hours than they actually worked.

**EXTO** 

- Jewell v. Aaron's, Inc., Case No. 1:12-cv-563 (N.D. Ga.) (Lead Counsel) -\$1.300.000 settlement of a conditionally certified nationwide collective action for employees who allegedly were for work performed during not paid uncompensated meal periods.
- Baldwin v. Forever 21, Inc., Case No. 53-160-71-13 (American Arbitration Association) (Lead Counsel) - \$496,500 settlement of a conditionally certified nationwide collective action for retail employees who allegedly were not paid for work performed during uncompensated meal periods.
- Jackson v. Maui Sands Resort, No. 1:08-CV-2972 (N.D. Ohio Sept. 10, 2010) (Lead Counsel) -\$550,000 judgment against individual corporate officer and affiliated corporations for class of hotel employees who allegedly were not paid wages for their last weeks of employment or for on-duty meal periods in violation of the FLSA.
- Murphy v. 1-800-Flowers, Case No. 1:10-cv-2285 (N.D. Ohio) (Lead Counsel) - A conditionally certified collective action for employees who alleged they were misclassified as exempt from the FLSA's overtime requirement and denied overtime compensation.
- **Dillworth v. Case Farms Processing**, Case No. 5:10-cv-1694 (N.D. Ohio) (Lead Counsel) - A conditionally certified multi-state collective action for meat processing workers who allegedly were not paid for time spent donning and doffing uniforms and protective gear.
- McNelley v. Aldi, Inc., Case No. 1:09-cv-1868 (N.D. Ohio Nov. 17, 2009) (Lead Counsel) -Conditionally certified nationwide FLSA collective action on behalf of store managers who allegedly were misclassified as exempt from the FLSA's overtime compensation provision.

**EXTO** 

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- Fincham v. Nestle Prepared Foods Company, Case No. 1:08-cv-0073 (N.D. Ohio) (Lead Counsel)—Conditionally certified collective action for employees who allegedly were not paid for time spent changing into and out of uniforms and protective gear.
- Berger v. Cleveland Clinic Foundation, 2007 WL 2902907 (N.D. Ohio Sept. 29, 2007) (Lead Counsel) – Certified class and collective action for a class of respiratory therapists and respiratory technicians who allegedly were not provided bona fide meal periods in violation of the FLSA and Ohio Minimum Fair Wage Standards Act.
- Williams v. Le Chaperon Rouge, 2007 WL 2344738 (N.D. Ohio Aug. 14, 2007) (Lead Counsel) Conditionally certified class of daycare employees who allegedly were not paid for all hours worked and were not provided bona fide meal periods in violation of the FLSA and Ohio Minimum Fair Wage Standards Act.

### IV. OTHER COMPLEX LITIGATION

12. My law firm and I have experience in other complex litigation. For instance, beginning in 2008, I served as lead counsel for the City of Cleveland in two lawsuits brought against more than 20 Wall Street firms relating to their securitization of subprime loans and the resulting epidemic in foreclosures.

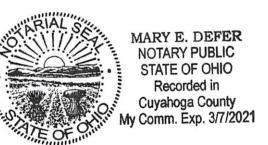
#### V. ROLE IN CASE NO. CV-2016-09-3928

- 13. CRK and I have played a supporting role in representing the Plaintiffs in Case No. CV-2016-09-3928, consulting on class certification and major strategic decisions and assisting with briefing and discovery, as requested by lead counsel, The Pattakos Law Firm. We are committed to seeing the litigation through to its conclusion and will do whatever becomes reasonably necessary to prosecute the claims of the Plaintiffs and other class members.
- If the Court certifies the class, CRK and I will assume principal 14. responsibility for the administrative aspects of maintaining the case.

FURTHER AFFIANT SAYETH NAUGHT.

Joshua R. Cohen

Sworn to and subscribed before me this \_\_\_\_\_\_day of May, 2019.



One Clinton Place 3208 Clinton Avenue Cleveland, Ohio 44113 (216) 815-9500 **(T/F)** jcohen@crklaw.com

CURRENT

Cohen Rosenthal & Kramer LLP

EMPLOYMENT:

Cleveland, Ohio (December 2002--present)

Partner (December 2002 - present)

Practicing in the areas of plaintiff's commercial litigation, complex civil litigation, securities brokerage arbitrations, professional negligence,

and class actions.

FORMER

Gary, Naegele & Theado

EMPLOYMENT:

Cleveland, Ohio

Principal (March 2001-November 2002)

Practiced in the areas of plaintiff's commercial litigation, complex

civil litigation, and class actions.

Kohrman, Jackson & Krantz P.L.L.

Cleveland, Ohio

Associate (August 1984-December 1995) Partner (January 1996-February 2001);

Practiced in the areas of commercial civil litigation, complex civil litigation,

and class actions.

BAR

State of Ohio (1984)

ADMISSIONS:

U.S. District Court for the Northern District of Ohio (1985)

U.S. Sixth Circuit Court of Appeals (1988)

U.S. Supreme Court (1998)

U.S. Fifth Circuit Court of Appeals (2004) U.S. Second Circuit Court of Appeals (2014)

U.S. District Court for the Southern District of Ohio (2015) U.S. District Court for the Eastern District of Michigan (2016)

**PROFESSIONAL** 

av rating by Martindale Hubbell

HONORS:

Ohio Super Lawyers (2010-12, 2015-19)

**EDUCATION:** 

UNDERGRADUATE

**LEGAL** 

1981, B.A.(with high honors)

1984, J.D. (with honors)

University of Texas

University of Texas School of Law

Austin, Texas

Austin, Texas

Dean's List; Junior Fellows;

Phi Beta Kappa

**PROFESSIONAL** 

Cleveland Metropolitan Bar Association

ASSOCIATIONS:

Ohio State Bar Association



# **NOTABLE** CASES:

MICHAEL. KATHRYN

Beder v. Cleveland Browns, Inc. - Lead plaintiffs' counsel in class action brought by season ticket holders against NFL team after its relocation to another city. Case resulted in \$3-million settlement, the first ever in a class action brought against a professional sports franchise.

**EXTO** 

City of Cleveland v. Ameriquest Mtg. Sec. - Counsel for City of Cleveland in lawsuit against investment banking firms relating to subprime mortgage foreclosure crisis

Lesser v. Burry - Lead plaintiffs' counsel in litigation brought by policyholders against insurance-company insiders in connection with attempted sale of company. Case included legal malpractice claims against company's attorney relating to the transaction. Litigation resulted in settlements totaling more than \$12 million.

Ross v. Cafaro - Counsel for partner in litigation against majority owner of real estate partnership. Case resulted in settlement of \$11,225,000, the largest civil settlement in Ohio in 2001, according to Ohio Lawyer's Weekly

Coles v. Cleveland Bd. of Educ. - Lead plaintiffs' counsel in successful constitutional challenge to Board of Education's practice of opening public meetings with sectarian prayer.

Fornshell v. FirstMerit Corporation - Counsel for Receiver in lawsuit against national bank for its alleged role in \$60 million Ponzi Scheme. Case resulted in settlement of more than \$10 million for aggrieved investors...

# SELECTED **DECISIONS:**

- Baker v. BP Am., 749 F. Supp. 840 (N.D. Ohio 1990)
- Beder v. Cleveland Browns, 114 Ohio Misc. 2d 26 (2001)
- Beder v. Cleveland Browns, 129 Ohio App. 3d 188 (1998)
- Binder v. Cuyahoga Cty., 2016 IER Cases 426827, 2016-Ohio-8305
- Clark v. STRS., 2018 Employee Benefit Cases 428159, 2018-Ohio-4680
- Cole v. Mileti, 133 F.3d 433 (6th Cir.1998)
- Coles v. Board of Educ., 171 F.3d 369 (6th Cir. 1999)
- Figley v. Merrill Lynch, 1999 NASD Arb. LEXIS 483 (1999)
- Fine v. America Online, 139 Ohio App. 3d 133 (2000)
- First Nat. Supermarkets v. Merrill Lynch, 104 Ohio App. 3d 289 (1994)
- Fornshell v. FirstMerit Corporation, 2006 WL 3545134 (N.D. Ohio 2006)
- In re Revco Sec. Litig., Fed. Sec. L. Rptr., ¶97809 (N.D. Ohio 1993)
- Ladanyi v. Merrill Lynch, 2001 NASD Arb. LEXIS 1680 (2001)
- Lesser v. Burry, 132 Ohio App. 3d 319 (1999)
- Mentor Lagoons v. Rubin, 31 Ohio St. 3d 256 (1987)
- Merrill Lynch v. Stark, 65 Ohio St. 3d 312 (1992)
- Obenauf v. CIDCO Inv., 54 Ohio App. 3d 131 (1990)
- Rockman Trust v. Fahnestock, 2002 NASD Arb. LEXIS 544 (2002)
- Simmons-Harris v. Zelman, 234 F.3d 945 (6th Cir. 2000) (amicus curiae)
- State ex rel. Sun Newspapers v. Bd. of Educ., 76 Ohio App. 3d 170 (1991)
- Sullins v. Raycom Media, 41 Media L. Rptr. 2567, 3023-Ohio-3530

#### **MEDIA:**

CV-2016-09-3928

Cleveland vs. Wall Street (2010) Documentary film featured at 2010 Cannes International Film Festival

"Cuyahoga County could owe millions of dollars to employees ...," Cleveland Plain Dealer (Dec. 1, 2017)

"The lawyer who sued Wall Street," Cleveland Plain Dealer (Nov. 16, 2011)

"Gunning for Goliath," Cleveland Scene (Nov. 24, 2010)

"Cleveland vs. Wall Street: the subprime scandal ...," Le Monde (Aug. 17, 2010)

"Evergreen trust sues attorney, law firm," Akron Beacon Journal (Dec, 12, 2009)

"Developer accused of cheating investors blames lawyers' advice," Cleveland Plain Dealer (Jul. 19, 2008)

"Cleveland sues 21 banks over subprime mess." Cleveland Plain Dealer (Jan. 11, 2008)

"Cleveland sues banks over foreclosures," USA Today (Jan. 11, 2008)

"Suit says Laurel School knew former teacher was a danger," Cleveland Plain Dealer (Mar. 18, 2003)

"Accounting firm pulled into divorce," Cleveland Plain Dealer (Sept. 9, 2002)

"Modell to pay ticket-holders \$3 million," Cleveland Plain Dealer (July 21, 2001)

"Deal averts Medical Mutual trial ...," Cleveland Plain Dealer (Aug. 5, 1999)

"Every fan meet Howard Beder," Cleveland Plain Dealer Sunday Magazine (Mar. 21, 1999)

"Policyholders, Blues officers in settlement," Cleveland Plain Dealer (Nov. 14, 1997)

"Mileti owes money for movie loan," Cleveland Plain Dealer (Feb. 14, 1996)

**PUBLICATIONS:** Mortgage and Asset Backed Sec. Litigation Handbook

(Co-author of chapter on "Suits by Municipalities)

"Was It Wuerth It? - The Supreme Court Restricts Legal Malpractice Liability, but at a Potential Cost." Cleveland Metropolitan Bar Journal (Nov. 2012)

"City of Cleveland vs. Deutsche Bank Trust Co: A

Preliminary Overview," Legal Times (Feb. 2008)

**SPEAKING** 

"Stockbroker Malpractice,"

**ENGAGEMENTS:** Ohio Association of Justice Litigation Seminar

International Municipal Lawyers Association Annual Conference

(Miami 2009)

"Public Nuisance: Beyond Lead Paint,"

Northwestern University Third Annual Civil Justice Symposium

ACI National Subprime Litigation and Enforcement Forum

(New York – October 2008)

"Public Nuisance Litigation – The State's New Regulator,"

**American Bar Association National Meeting** 

(New York – August 2008)

"Complex Civil Litigation and Class Actions."

New Lawyer Training – Cleveland Bar Association

(Cleveland – February 2006)



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

Re:	Patient Chatori Bassa
	First date of service:
I here	by direct you to pay to Clearwater Billing Services IIC for

Said amount being fair and reasonable price of medical services provided by Hancrist, LLC for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC

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

Dated: 1-14-15

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

Dated:

Kisling, Nestico & Redick, LLC

Attorneys at Law

Kisling, Nestico & Redick, LLC 3412 W. Market St. Akron, Ohio 44333 (330) 869-9007 (330) 869-9008 (fax) @ 1-16-15 @S

215 East Waterloo Road, Suite 12, Akron, Ohio 44319 Phone: (330) 331-7207

Fax: (330) 331-7567

**EXHIBIT 35** 



APR-25-2011 11:21AM FROM-Sam Ghoubrial MD

MICHAEL, KATHRYN

3309259030

P.004/012 F-642



**EXTO** 

Sam N. Ghoubrial M.D. Richard H. Gunning M.D. MEDICAL ASSIGNMENT

ai Juan Carter

First date of service: 4/22/1

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

Said amount being fair and reasonable price of medical services provided by Hancrist, LLC for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC

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

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

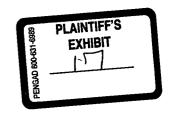
Dated: 4-25-11

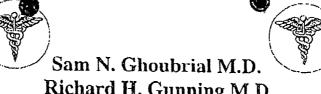
Kisling, Nestico & Redick, LLC

Attorneys at Law

Kisling, Nestico & Redick, LLC 3200 W. Market St., Suite 300 Akron, Ohio 44333 (330) 869-9007 (330) 869-9008 (fax)

1134 Brown Street Suite 1A Akron, Ohio 44301 (330) 925-1500





Sam N. Ghoubrial M.D.
Richard H. Gunning M.D.
Joshua M. Jones M.D.
MEDICAL LIEN

Re:	Patient TALLUAM	CARTER
	First date of service:	12/18/13

I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all services rendered as a result of an injury that I received on \_\_\_\_/\(\frac{1}{2}/\frac{1}{2}\).

Said amount being fair and reasonable price of medical services provided by Hancrist, LLC for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC

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

Dated:	12/18/13	
	. ,	

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

Dated:

Kisking, Nestico & Redick, LLC
Attorneys at Law

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

215 East Waterloo Road, Suite 12, Akron, Ohio 44319
Phone: (330) 331-7207

Fax: (330) 331-7567

L/3:0684

P882277022:07

7327125022

SE From: CLEARNATER BILLING



Uct. 29. 2015;1 8: FORMATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER

; 33CNO. 161667

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

Re: Patient Aluan Canton
First date of service: 10.14-15

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

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

Dated; 6714 15

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

Dated: \_\_\_\_\_10 [28]/6

Slater and Kurz) LLP Attorneys at Law

Slater and Zurz LLP One Cascade Plaza, Suite 2210 Akron, Ohio 44308-1135 (330) 762-0700 (330) 762-3923 (fax)

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

Fax: (330) 331-7567

PLAINTIFF'S
EXHIBIT

C

Ghoubrial - 000647



Sam N. Ghoubrial M.D.
Richard H. Gunning M.D.
Lisa M. Esterle D.O.
MEDICAL LIEN

Re: Patient Kunher by FIElels

First date of service: 10-11-17

I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all medical services rendered as a result of an injury that I received on 9:20-1

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

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

Dated: 10-11-17

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

Kisling, Nestico & Redick, LLC

Attorneys at Law

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

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

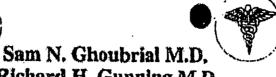
Revised June 2017

PLAINTIFF'S
EXHIBIT

08/02/2013 2:53:29 PM -0400 Kisling, Nestico & Redick

MICHAEL, KATHRYN

PAGE 3 OF 5



Richard H. Gunning M.D.

Joshur M. Jones M.D. Medical Assignment			
	Re: Patient Monique Nocris		
	First date of service: 8/2/13	4	
	I hereby direct you to pay to Clearwater Billing Services, LLC from the net prosettlement, claim, judgment, verdict or award, for any and all services rendered injury that I received on 109117	ceeds of any as a result of an	
	Said amount being fair and reasonable price of medical services provided by H at the direction of my doctor or doctors. I authorize you to withhold said sums proceeds of any settlement, claim, judgment, verdict, or awards as may be nece Clearwater Billing Services, LLC	from the net	
	I fully understand that I am directly and fully responsible to Clearwater Billing the aforementioned account submitted to me by Clearwater Billing Services, Leadered me, and that this agreement is made solely for its additional protection consideration of its awaiting payment. I further understand that such payment is any settlement, claim, judgment, verdict or award by which I may eventually re-	LC for services n and in s not conlingent on	
•	Dated: 8/2(13 * 77)	<u> </u>	
	The undersigned being attorney of record for the above patient does hereby agree to observe all terms of the above and agrees to withhold such claims from the net proceeds of any settlement, claim, judgment, verdict, or award as may be necessary to adequately protect Clearwater Billing Services, LLC provided that said lien is subordinate to attorney's lien herein.		
	Dated:		
	Kisling, Nestico & Redi Attorneys at Low	ck, lic	
	Kisting, Nestico & Redick, LLC 3412 W. Market St. Akron, Ohio 44333 (330) 869-9007	7-2-13 73	

(330) 869-9008 (fax)

1134 Brown Street Suite 1A Akron, Ohio 44301 Phone: (330) 331-7207

Fax: (330) 331-7567



5/4/2011 12:13 PM FROM: Fax TO: 8 330 925 9030 PAGE 202 OF 004

MAY-02-2011 09:13AM FROM-Sain Joubrial MD 3309258030

T-000 P.002/009



Patient Richie A Harbour

First date of service:

I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all services rendered as a result of an injury that I received on 4/15/2011

Said amount being fair and reasonable price of medical services provided by Hancrist, LLC for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC

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

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

Kirling, Nestico & Redick, LLC

Attorneys at Law

Kisling, Nestico & Redick, LLC 3200 W. Market St., Suite 300 Akron, Ohio 44333 (330) 869-9007 (330) 869-9008 (fax)

1134 Brown Street Suite 1A Akron, Ohio 44301 (330) 925-1500

PLAINTIFF'S **EXHIBIT** 





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

Re:	Patient Share	Perkins
	First date of service: 5-5	-10

I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all services rendered as a result of an injury that I received on 400 minutes of the control of

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

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

Dated: 5-4-16

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

Dated: 5 / 5 / 60/ 6

Attorney of Record

3410 Tuscarawas Street West Canton, Ohio 44708

Phone: (330) 331-7207 Fax: (330) 331-7567

P.008/012 F-842

FOR ATTORNEY EYES ONLY - CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER
4/25/2011 12:12 PM PAGE: FOR Kipling, Newtico Redick To: 8 330-9 1030 PAGE: 002 OF 004

APR-28-203) 11:22AM FROM-Sam Choubrial NO 3309289080 T-

Sam N. Ghoubrial M.D.

Richard H. Gunning M.D.

MEDICAL ASSIGNMENT

Plant date of sorvices: 4/22/4

Said amount being this and reasonable price of medical services provided by Hancrist, LLC for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, variet, or awards as may be necessary to pay Clearwater Billing Services, LLC

I fully understand that I am directly and fully responsible to Clearwater Billing Services, LLC for the affordmentioned account submitted to me by Clearwater Billing Services, LLC for services remained me, and that this agreement is made solely for its additional protection and in consideration of its awaising payment. I further understand that such payment is not consideration and services, judgment, variet or award by which I may eventually recover said fee.

Detect: 4/23/11

for the above patient does hereby agree to observe all

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

Deted: 425-11

Kirling, Nestice & Redick, LLC Attorneys at Law

Kisling, Nestico & Redick, LLC 3200 W. Madest St., Suite 300 Alron, Ohio 44333 (330) 869-9007 (330) 869-9008 (fax)

1134 Brown Street Suite 1A Akron, Ohio 44301 (330) 925-1500

PLAINTIFF'S EXHIBIT

Ghoubrial -000544

FROM: Fax TO: 8 1-330-925-9030

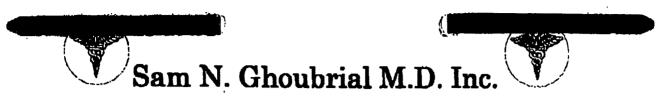
JUN-30-2009 04:13PM

006 OF 009

FROM-Sam Ghoubrial MD

3309259030

T-947 P.011/014



Medical Assignment Form

Re:

Michael Booker

First date of service:  $\psi$ -10-09

I hereby direct you to pay to Sam N. Ghoubrial, M.D. Inc. from the net proceeds of any settlement, claim, judgment, verdict or award, for any and all services rendered as a result of an injury that I received on (0-5-09)

Said amount being fair and reasonable price of medical services provided by Sam N. Ghoubrial, M.D. Inc. for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the net proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Sam N. Ghoubrial, M.D. Inc.

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

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

Kisling, Nestico & Redick, LLC Attorneys at Law

Kisling, Nestico & Redick, LLC 3200 W. Market St., Suite 300.

Akron, Ohio 44333 (330) 869-9007

(380) 869-9008 (fax)

2517 Emhager Parbway Rairlawn Ohio 44333 (330) 925-1500

PLAINTIFF'S **EXHIBIT** 

it 1





Sam N. Ghoubrial M.D. Richard H. Gunning M.D. Lisa M. Esterle D.O. MEDICAL LIEN

Re: Patient Chetoiri BEASIEU
First date of service: 1/-08-17
I hereby direct you to pay to Clearwater Billing Services, LLC from the net proceeds of an settlement, claim, judgment, verdict or award, for any and all medical services rendered as a result of an injury that I received on
Said amount being fair and reasonable price of medical services provided by our medical provider for me at the direction of my doctor or doctors. I authorize you to withhold said sums from the ne proceeds of any settlement, claim, judgment, verdict, or awards as may be necessary to pay Clearwater Billing Services, LLC. Furthermore, I also request that you forward all my records and bills to my attorney.
I fully understand that I am directly/fully responsible and guarantee payment to Clearwater Billing Services, LLC for the aforementioned account submitted to me by Clearwater Billing Services LLC for services rendered me, and that this agreement is made solely for its additional protection and in consideration of its awaiting payment. I further understand that such payment is no contingent on any settlement, claim, judgment, verdict or award by which I may eventually recover said fee.
Dated: 11-07-17 DC (LL)
The undersigned being attorney of record for the above patient does hereby agree to observe all terms of the above and agrees to withhold such claims from the net proceeds of any settlement, claim, judgment, verdict, or award as may be necessary to adequately protect Clearwater Billing Services, LLC provided that said lief is subordinate to attorney's lien herein.
Dated: 11/10/17
Kisling, Nestico & Redick, LLC Attorneys at Law
Kisling, Nestico & Redick, LLC 3412 W. Market St. Akron, Ohio 44333 (330) 869-9007

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

Revised June 2017

(330) 869-9008 (fax)

PLAINTIFF'S
EXHIBIT