

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

<p>MEMBER WILLIAMS, <i>et al.</i>,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. CV-2016-09-3928</p> <p>Judge James A. Brogan</p> <p>Reply in Support of Plaintiffs' Motion to Compel Production of the Settlement Agreement between Defendant Ghoubrial and his Ex-Wife Julie</p>
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Nothing in Defendant Ghoubrial's opposition brief addresses the fundamental point that if Julie's divorce-settlement payments depend on Defendant Ghoubrial's future earnings in any manner, the credibility of her testimony is substantially impacted as a result. Thus, there is no reason to depart from the well-established principle that the contents of settlement agreements are discoverable as reflecting upon the credibility of witnesses, including as to whether one settling party has "motivation ... to provide favorable testimony" for the other. *See, e.g., CadleRock Joint Venture v. Royal Indem. Co.*, Nos. 02cv16012, 02cv16019, 2012 WL 443316 at *2 (N.D. Ohio Feb. 10, 2012); *Thomas & Marker Constr. Co. v. Wal-Mart Stores*, No. 3:06-cv-406, 2008 WL 3200642 at *3 (S.D. Ohio Aug. 6, 2008). Thus, the Court should order that the settlement agreement be immediately produced.

Respectfully submitted,

/s/ Peter Pattakos

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Certificate of Service

The foregoing document was filed on May 24, 2019, using the Court's e-filing system, which will serve copies on all necessary parties.

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