

EXHIBIT E

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

Page 1

1 IN THE COURT OF COMMON PLEAS
2 OF SUMMIT COUNTY, OHIO

3 ~~~~~

4 MEMBER WILLIAMS, et al.,

5 Plaintiffs,

6 vs. Case No. CV-2016-09-3928

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

8 Defendants.

9 ~~~~~

10 Video Deposition of
11 BRANDY GOBROGGE

12 October 16, 2018

13 9:39 a.m.

14 Taken at:

15 The Pattakos Law Firm, LLC

16 101 Ghent Road

17 Akron, Ohio 44333

18 Tracy Morse, RPR

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<p style="text-align: right;">Page 234</p> <p>1 and schedule the appointment. They may let me</p> <p>2 know that a client didn't show up for their</p> <p>3 appointment. They may let me know that, you</p> <p>4 know, a client is upset that their property</p> <p>5 damage didn't get handled. I mean, it could</p> <p>6 be -- there's a whole variety --</p> <p>7 Q. Okay.</p> <p>8 A. -- of reasons, of issues that could</p> <p>9 arise.</p> <p>10 Q. Did anyone else at the firm at this</p> <p>11 time have as much responsibility as you did for</p> <p>12 maintaining relationships with chiropractors?</p> <p>13 MR. MANNION: Objection to the</p> <p>14 form.</p> <p>15 Go ahead.</p> <p>16 A. I didn't refer to my job as,</p> <p>17 maintaining relationships.</p> <p>18 Q. It just says you, "Work hard to</p> <p>19 maintain a close relationship with</p> <p>20 chiropractors..."</p> <p>21 A. I know. I thought I explained what</p> <p>22 I meant.</p> <p>23 Q. I understand. I'm asking: Is</p> <p>24 there anyone else at the firm who worked as</p> <p>25 much as you did to maintain relationships with</p>	<p style="text-align: right;">Page 236</p> <p>1 the name on the chiro boards, you would give</p> <p>2 that direction -- maybe sometimes you would do</p> <p>3 it yourself, but generally you would give the</p> <p>4 direction; and then someone would go around and</p> <p>5 change every chiro board that was in the intake</p> <p>6 attorney's offices?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And you made this</p> <p>9 determination based on geographical location?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Geographic location only or</p> <p>12 was there another consideration?</p> <p>13 A. Another consideration would have</p> <p>14 been to make sure that I was spreading out in</p> <p>15 an area. I wouldn't want all of our clients in</p> <p>16 one specific area to go to one doctor. I would</p> <p>17 want to make sure that we're referring to</p> <p>18 different doctors in that geographical</p> <p>19 location.</p> <p>20 Q. Why is that?</p> <p>21 A. Because that's what I was told.</p> <p>22 Q. By whom?</p> <p>23 A. Rob.</p> <p>24 Q. Okay. Is it your testimony that</p> <p>25 your decision as to which chiropractor to send</p>
<p style="text-align: right;">Page 235</p> <p>1 chiropractors?</p> <p>2 MR. MANNION: Objection to the</p> <p>3 form.</p> <p>4 Go ahead.</p> <p>5 A. Again, I didn't work to maintain</p> <p>6 relationships. I worked to find doctors to</p> <p>7 refer our clients to. And, no, I wouldn't say</p> <p>8 anyone else did that job.</p> <p>9 Q. Okay. Can you tell me what the</p> <p>10 chiro boards are?</p> <p>11 A. Sure. It's a white board. It's</p> <p>12 about 12 inches and it has a list of doctors to</p> <p>13 refer cases to based on geographical location</p> <p>14 prelit attorneys have in their offices.</p> <p>15 Q. So each attorney has a board in</p> <p>16 their office?</p> <p>17 A. Pre-litigation attorneys, yes.</p> <p>18 Q. Okay. And you were the one who was</p> <p>19 responsible for changing the names on those</p> <p>20 chiro boards?</p> <p>21 A. I was responsible for the names</p> <p>22 that went on the board. I may have asked</p> <p>23 someone else to actually physically write them</p> <p>24 on there.</p> <p>25 Q. Okay. So when you wanted to change</p>	<p style="text-align: right;">Page 237</p> <p>1 a client to had nothing to do with the number</p> <p>2 of referrals that that chiropractor had sent to</p> <p>3 the firm?</p> <p>4 A. We often sent to chiropractors</p> <p>5 and/or doctors who didn't refer any business to</p> <p>6 us. So we actually sent to people that did</p> <p>7 send business to us and people that didn't.</p> <p>8 Q. So is your answer then, yes, that</p> <p>9 it hadn't -- your decision to send a client to</p> <p>10 a given chiropractor had nothing to do with how</p> <p>11 many cases that chiropractor sent you?</p> <p>12 A. So given the choice, if I had</p> <p>13 chiropractor A on one side of the street and</p> <p>14 chiropractor B on the other side of the street</p> <p>15 and we'll say they were both good doctors. I</p> <p>16 had met with both of them. I knew both of</p> <p>17 them. And chiropractor A sent us cases, sure,</p> <p>18 I'd prefer to send over to A --</p> <p>19 Q. Okay.</p> <p>20 A. -- that doesn't mean B wouldn't get</p> <p>21 any referrals from us.</p> <p>22 Q. Okay.</p> <p>23 MR. MANNION: June 9, 2014.</p> <p>24 - - - - -</p> <p>25 (Thereupon, Deposition Exhibit 19,</p>

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<p style="text-align: right;">Page 238</p> <p>1 6/9/2014 Email To Prelit Attorney 2 From Brandy Brewer, Bates Number 3 Williams000165, was marked for 4 purposes of identification.) 5 - - - - - 6 Q. Okay. So this is an email from you 7 on June 9, 2014, with the subject line, "Chiro 8 Referrals," to prelit attorneys where you 9 write, "Please make sure you are using the 10 chiro boards. When I left on Wednesday I 11 switch Akron to Akron Injury and you sent ZERO 12 cases there and 4 to ASC, I also added Tru 13 Health and removed Shaker Square and you sent 3 14 cases to Shaker Square and ZERO to Tru Health." 15 "Core was removed as well and you sent a 16 case there!" 17 So what is the purpose of this email? 18 A. To make sure that the referrals 19 were being spread out. 20 Q. Okay. And you would agree that the 21 referrals were managed very strictly by the 22 firm, correct? 23 MR. MANNION: Objection to 24 characterization. 25 Go ahead.</p>	<p style="text-align: right;">Page 240</p> <p>1 attorney, is she? 2 A. No. 3 Q. And here you're telling the 4 attorneys that referrals -- the referrals that 5 you and Sarah dictate are not up for 6 negotiation, are you not? 7 A. That's what I wrote in the email. 8 That's not entirely what I meant. 9 Q. What did you mean? 10 A. So Rob Horton, for example, he 11 doesn't know all of the other cases in the 12 firm, where they're being referred to. Neither 13 do any of the other prelit attorneys, so. I 14 do. That's part of my job. So I was making 15 sure that the referrals are spread out. And 16 ultimately I say on here, "If you have an 17 issue, please let me know," so that doesn't -- 18 that means that's up for negotiation, that we 19 should talk about it or they should let me know 20 if they're sending it somewhere else. 21 Q. You also write here, "I spend a lot 22 of time tracking referrals and working with 23 doctors" -- 24 A. Yes. 25 Q. -- and that was true, correct?</p>
<p style="text-align: right;">Page 239</p> <p>1 A. I wouldn't say, "Managed strictly." 2 I saw the big picture, so I saw where the 3 cases -- all the cases were going, but 4 ultimately the attorney was the person who was 5 speaking to the client and making the referral. 6 Q. Okay. Let's mark Exhibit 20. 7 - - - - - 8 (Thereupon, Deposition Exhibit 20, 9 6/23/2014 Email To Prelit Attorney 10 From Brandy Brewer, Bates Number 11 Williams000455, was marked for 12 purposes of identification.) 13 - - - - - 14 MR. MANNION: June 23, 2014. 15 Q. Here is an email June 23, 2014, 16 where you write to prelit attorneys in the 17 second paragraph -- well, you write in the 18 first paragraph, "I have sent this email 19 several times. Please pay attention to the 20 chiro referral email Sarah or I send out and 21 also, the board." 22 "Referrals are not up for negotiation." 23 Did you send this email? 24 A. Yes. 25 Q. Okay. Well, Sarah is not an</p>	<p style="text-align: right;">Page 241</p> <p>1 A. Yes. 2 Q. Is it still true? 3 A. No. 4 Q. Okay. Who does that now? 5 A. Sarah actually had a baby so she 6 works from home. She does all of the referral 7 reports -- 8 Q. Sarah Knoch? 9 A. Uh-huh. 10 Q. Okay. 11 A. -- and as far as working with the 12 doctors, I think I said that earlier, Alex 13 VanAllen. 14 Q. Okay. 15 - - - - - 16 (Thereupon, Deposition Exhibit 21, 17 1/17/2014 Email Trail Between 18 Courtney Warner, Brandy Brewer and 19 Kimberly Lubrani, Bates Number 20 KNR03385, was marked for purposes of 21 identification.) 22 - - - - - 23 Q. Okay. Take a look at Exhibit 21. 24 MR. MANNION: January 17, 2014. 25 Q. So this shows several emails, but</p>

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<p style="text-align: right;">Page 246</p> <p>1 mischaracterizes. 2 Go ahead. 3 A. Could you ask me that again? I'm 4 sorry. 5 THE WITNESS: Or could you repeat 6 it? 7 (Record was read.) 8 A. I didn't say that was the main 9 reason. I said that was a reason. 10 Q. What is the main reason then? 11 A. I don't know that there is a main 12 reason, other than -- so if a client comes to 13 us and is injured and doesn't have a doctor to 14 treat with, so they need to be treated by a 15 doctor, whether it's a chiropractor or any 16 other kind of doctor, we refer them to doctors 17 that we've met, that we've worked with. And I 18 definitely would think it's in the client's 19 best interest for us to, you know, work with 20 these doctors. 21 Q. Okay. But you will send clients to 22 chiropractors, even when they already have a 23 doctor to treat with, correct? 24 A. No. 25 Q. You won't?</p>	<p style="text-align: right;">Page 248</p> <p>1 doctor that they're treating with to make sure 2 that they're aware that there's a law firm 3 involved. Some doctors don't want to be 4 involved in that sort of thing. They don't 5 want to have to testify. They -- they don't 6 want to work on a letter of protection. I 7 mean, there could be a whole variety of 8 reasons -- 9 Q. Okay. 10 A. -- it could be a chiropractor that 11 doesn't want to work with our law firm. It 12 could be a chiropractor where -- I don't 13 know -- an attorney made a mistake and didn't 14 honor their lien and they're mad at us. There 15 could be like a whole variety of reasons. 16 Q. Okay. But it has nothing to do 17 with trading referrals for referrals, correct? 18 A. No, nothing to do with that. 19 Q. Okay. Exhibit 22, please. 20 - - - - - 21 (Thereupon, Deposition Exhibit 22, 22 10/17/2012 Email To Prelit Attorney 23 From Brandy Brewer, Bates Number 24 Williams000379, was marked for 25 purposes of identification.)</p>
<p style="text-align: right;">Page 247</p> <p>1 A. I mean, that's not -- so if they 2 have their own doctor, they can, you know, 3 treat with their own doctor. If they need a 4 different kind of doctor, they, you know, will 5 ask us for any kind of referral. 6 Q. So you're saying that if a client 7 already has a doctor to treat with, you will 8 not refer them to a chiropractor? 9 MR. MANNION: Objection. Not what 10 she said. 11 But go ahead. 12 A. I think it depends on the 13 circumstance. 14 Q. Okay. Under what circumstance -- 15 how does it depend on the circumstance? 16 A. Are you referencing a particular 17 email? 18 Q. Well, no, I'm not. I'm asking you 19 a question generally. 20 A. Okay. So what's the question? 21 Q. Well, under what circumstance would 22 you refer a client to a chiropractor, even when 23 they already had a doctor? 24 A. So I -- the attorney -- I may ask 25 the attorney to call the chiropractor or the</p>	<p style="text-align: right;">Page 249</p> <p>1 - - - - - 2 MR. MANNION: October 17, 2012. 3 Q. Okay. Would you agree that this is 4 an October 17, 2012, email that you sent to all 5 prelit attorneys with the subject, "Shaker 6 Square," and the importance level, high? 7 A. Yes. 8 Q. Okay. Did you send this email? 9 A. Yes. 10 Q. Okay. You said, "PLEASE," in 11 capital letters, "make sure you refer intakes 12 thereS," meaning to Shaker Square, correct? 13 A. Yes. 14 Q. And then you say, "I just noticed 15 that we've sent two cases to A Plus Accident & 16 Injury...when these cases could've gone to 17 Shaker, who sends us way more cases." 18 "I've sent this email three times now, 19 please note this so next time you are on a 20 Cleveland intake you remember this" -- 21 MR. MANNION: Is there a question? 22 Q. -- the question is: How does an 23 email like this reflect an intent to spread out 24 referrals? 25 A. So just because I didn't say that</p>

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<p style="text-align: right;">Page 286</p> <p>1 Columbus. Would you not agree?</p> <p>2 A. I'd have to -- I'd have to look</p> <p>3 that up --</p> <p>4 Q. Okay.</p> <p>5 A. -- we refer to doctors all over</p> <p>6 Columbus --</p> <p>7 Q. Sure.</p> <p>8 A. -- especially based on location.</p> <p>9 Q. These numbers surely exist. So,</p> <p>10 you know, we can look them up. I want you to</p> <p>11 tell me, based on your memory, is there any --</p> <p>12 based on your experience in dealing with these</p> <p>13 needy chiros, is there any chiropractor in</p> <p>14 Columbus that the firm refers more clients to</p> <p>15 than Dr. Kahn, to your knowledge?</p> <p>16 A. I mean, we refer to cases --</p> <p>17 client -- I'm sorry. We refer to chiropractors</p> <p>18 all over Columbus. It's based on the location.</p> <p>19 She, I believe is on the east side. So I would</p> <p>20 say, a good majority of our clients on the east</p> <p>21 side of Columbus would probably be referred to</p> <p>22 Dr. Kahn, but we also refer to other doctors on</p> <p>23 the east side of Columbus.</p> <p>24 Q. That doesn't really answer my</p> <p>25 question. I'm asking: Is there another</p>	<p style="text-align: right;">Page 288</p> <p>1 object. She doesn't refer anybody --</p> <p>2 MR. PATTAKOS: Tom, stop testifying</p> <p>3 for the witness.</p> <p>4 MR. MANNION: No, no. You're</p> <p>5 using the word, "You," and I need to know</p> <p>6 whether you're using it as KNR or her</p> <p>7 personally.</p> <p>8 MR. PATTAKOS: Tom, if the witness</p> <p>9 didn't understand my question, she can tell</p> <p>10 me --</p> <p>11 MR. MANNION: I have a right to</p> <p>12 understand the question as well.</p> <p>13 MR. PATTAKOS: For the fifteenth</p> <p>14 time --</p> <p>15 MR. MANNION: I have a right to</p> <p>16 understand the question as well.</p> <p>17 MR. PATTAKOS: -- stop answering</p> <p>18 questions for the witness.</p> <p>19 MR. MANNION: Okay. By, "You," do</p> <p>20 you mean her or KNR? I have a right to</p> <p>21 understand the question.</p> <p>22 MR. PATTAKOS: I mean KNR.</p> <p>23 MR. MANNION: Okay.</p> <p>24 BY MR. PATTAKOS:</p> <p>25 A. What was the question? I'm sorry.</p>
<p style="text-align: right;">Page 287</p> <p>1 Columbus area chiropractor that you refer more</p> <p>2 cases to -- that the firm refers more cases to</p> <p>3 than Town & Country?</p> <p>4 MR. MANNION: Objection. Asked and</p> <p>5 answered.</p> <p>6 Go ahead again.</p> <p>7 A. I don't have an answer for that.</p> <p>8 On the east side, she gets a majority of our</p> <p>9 cases, but we also refer to other chiropractors</p> <p>10 on the east side.</p> <p>11 Q. How was the support staff rude to</p> <p>12 you?</p> <p>13 A. They just don't have very good</p> <p>14 manners.</p> <p>15 Q. You don't remember specifics?</p> <p>16 A. No. I mean, his -- her</p> <p>17 receptionist would talk to me as if she was</p> <p>18 ordering me around or she would even yell. I</p> <p>19 mean, she just --</p> <p>20 Q. So if this was happening, if the</p> <p>21 chiropractors were being so annoying and</p> <p>22 demanding and rude and their staff was being</p> <p>23 rude, why didn't you just stop referring KNR</p> <p>24 clients to these chiropractors?</p> <p>25 MR. MANNION: Well, I'm going to</p>	<p style="text-align: right;">Page 289</p> <p>1 Q. If these chiropractors were so</p> <p>2 demanding and needy and if their support staff</p> <p>3 was so rude, why wouldn't you simply stop</p> <p>4 referring cases to them?</p> <p>5 A. So Dr. Rendek and the other doctors</p> <p>6 at Town & Country, they were good doctors.</p> <p>7 They've actually worked on me. My personal</p> <p>8 situation with her receptionist had no bearing</p> <p>9 on whether or not they were good doctors. They</p> <p>10 provided rides. They had flexible scheduling.</p> <p>11 They were able to negotiate on bills if we</p> <p>12 needed them to. So that's why --</p> <p>13 Q. Okay.</p> <p>14 A. -- and needy and demanding, I mean,</p> <p>15 we worked with them a lot, so. I guess we</p> <p>16 communicated a lot and -- it was a lot for me,</p> <p>17 going into the new market, to take on</p> <p>18 communicating with that many more people, too.</p> <p>19 Q. Okay. What's a narrative fee?</p> <p>20 A. I believe it's when a doctor</p> <p>21 provides a report and they charge a fee for it.</p> <p>22 Q. And that fee is deducted from the</p> <p>23 client's settlement, right?</p> <p>24 MR. MANNION: Objection.</p> <p>25 Go ahead.</p>

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<p style="text-align: right;">Page 290</p> <p>1 A. Yes. That's how it typically --</p> <p>2 Q. Okay. And that's on top of the</p> <p>3 chiropractor's bill, a separate narrative fee</p> <p>4 is paid, correct, to some chiro's?</p> <p>5 A. Chiro's, doctors, surgeons, yes --</p> <p>6 Q. Okay.</p> <p>7 A. -- not just chiropractors.</p> <p>8 Q. And at some points in the recent</p> <p>9 past, the firm would pay narrative fees to</p> <p>10 certain chiropractors as a matter of policy --</p> <p>11 MR. MANNION: Objection.</p> <p>12 Q. -- as soon as a case was signed up,</p> <p>13 correct?</p> <p>14 MR. MANNION: Objection.</p> <p>15 A. No, never --</p> <p>16 Q. Okay. Never. Okay.</p> <p>17 A. -- we would -- we wouldn't pay for</p> <p>18 a report that we didn't receive. And it</p> <p>19 wouldn't be as soon as the case is signed up,</p> <p>20 unless the doctor had already been treating and</p> <p>21 had already provided the report and the invoice</p> <p>22 was submitted, you know, it was an existing</p> <p>23 case, not a new case.</p> <p>24 Q. At some point, with respect to</p> <p>25 certain chiropractors, there was a policy of</p>	<p style="text-align: right;">Page 292</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And you copy Mr. Nestico and</p> <p>3 Mr. Redick. And you say, "We are paying</p> <p>4 narrative fees to the following," and it says,</p> <p>5 "Dr. Floros," "Akron Square." This document</p> <p>6 has been redacted, so I assume that there were</p> <p>7 other doctors that are listed here who get</p> <p>8 narrative fees. Do you agree with that?</p> <p>9 A. Do I -- what's the question?</p> <p>10 Q. That there's likely a list of more</p> <p>11 doctors that has been redacted here.</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So why would the firm pay</p> <p>14 narrative fees to certain doctors?</p> <p>15 A. Because they write narrative</p> <p>16 reports.</p> <p>17 Q. Okay. No other reason?</p> <p>18 A. No.</p> <p>19 Q. Weren't there some doctors who</p> <p>20 wrote narrative reports and they wouldn't get</p> <p>21 paid a narrative fee anyway?</p> <p>22 A. Not that I can remember.</p> <p>23 Q. Okay.</p> <p>24 A. There's a certain threshold of</p> <p>25 where the paralegal has to get permission to</p>
<p style="text-align: right;">Page 291</p> <p>1 paying the narrative when the case was signed</p> <p>2 up --</p> <p>3 A. No.</p> <p>4 Q. -- is that correct?</p> <p>5 A. No, not to my knowledge --</p> <p>6 Q. Okay.</p> <p>7 A. -- no, never.</p> <p>8 - - - - -</p> <p>9 (Thereupon, Deposition Exhibit 31,</p> <p>10 3/1/2012 Email To Katy Newton, Etc.</p> <p>11 From Brandy Brewer, Bates Number</p> <p>12 KNR03769, was marked for purposes of</p> <p>13 identification.)</p> <p>14 - - - - -</p> <p>15 Q. So this is Exhibit 31.</p> <p>16 MR. MANNION: March 1, 2012.</p> <p>17 Q. So this is an email that you wrote</p> <p>18 on March 1, 2012, to a number of people</p> <p>19 including Alyssa Kirk, Jodi Miller, Jenna</p> <p>20 Sanzone, Amber Vince, Marti Dunlavy, Nicole</p> <p>21 Holland, Katy Newton, Megan Jennings, Courtney</p> <p>22 Warner, Matt Stewart and Deidra Lopez. Are</p> <p>23 those paralegals?</p> <p>24 A. Yes.</p> <p>25 Q. Are they all paralegals?</p>	<p style="text-align: right;">Page 293</p> <p>1 spend an excessive amount for a report.</p> <p>2 Q. Okay. When you started working at</p> <p>3 the firm, was the firm always paying narrative</p> <p>4 fees?</p> <p>5 A. I don't remember.</p> <p>6 Q. You don't remember when this</p> <p>7 practice started?</p> <p>8 A. No.</p> <p>9 Q. Okay.</p> <p>10 - - - - -</p> <p>11 (Thereupon, Deposition Exhibit 32,</p> <p>12 10/2/2013 Email To Prelit Attorneys,</p> <p>13 Etc. From Brandt Lamtman, Bates</p> <p>14 Number Williams000570, was marked</p> <p>15 for purposes of identification.)</p> <p>16 - - - - -</p> <p>17 Q. Okay. Let's look at Exhibit 32.</p> <p>18 MR. MANNION: October 2, 2013.</p> <p>19 Q. So this is an email from you to</p> <p>20 various groups, including prelit support,</p> <p>21 prelit attorney, litigation support, litigation</p> <p>22 attorney dated October 2, 2013, with the</p> <p>23 subject, "Plambeck Clinics," correct?</p> <p>24 A. Yes.</p> <p>25 Q. What's a Plambeck Clinic?</p>

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Sandra Kurt, Summit County Clerk of Courts