

EXHIBIT C

The State of Ohio,)

County of Summit.) SS:

IN THE COURT OF COMMON PLEAS

Member Williams, et al.,

Plaintiffs;

vs.

No. CV-2016-09-3928

Judge James Brogan

Kisling, Nestico &
Redick, LLC, et al.,

Defendants.

- - - -

Videotaped deposition of ROBERT PAUL HORTON, one
of the Defendants herein, taken before Mary Lou Mellinger,
a Registered Professional Reporter and Notary Public within
and for the State of Ohio, at the offices of Thomas A.
Skidmore Co., L.P.A., One Cascade Plaza, 12th Floor,
PNC Center Building, Akron, Ohio, commencing at 9:09 A.M.,
Monday, February 25, 2019, pursuant to notice of counsel.

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Page 46	Page 47
<p>1 A -- settlement memos and I guess communications, too, 2 send out the letters that they're supposed to send 3 out. Some of that stuff was not my call. It was 4 protocol more than my call, I guess. 5 Q What things? 6 A Well, again, like the opening letter, and then 7 these -- I guess a letter like this that would say 8 I'm the person that is doing this. That was just a 9 matter of course, I guess. 10 Q These things were all available to you, when you were 11 representing these clients, on the computer, true? 12 A I believe so, yeah. 13 Q And you had a system in place called Needles? 14 A Um-um. 15 Q What was Needles? 16 A Case management software. 17 Q Okay. What would you do basically with Needles? 18 A Everything. Organize workflow, track case expenses, 19 track client conversations, track negotiations, track 20 adjuster conversations, case management. I mean, 21 just you follow it along. It's the only way you 22 could -- it's a great computer program. It's really 23 the only way that you could do what we did, I guess. 24 I don't know if that's -- 25 Q And it was a way for you to communicate, also, with</p>	<p>1 others at the firm, if you sent e-mails they'd 2 eventually get in there? 3 A I don't think so at the time. I don't think -- I 4 mean, maybe if you cut and pasted them in there. I 5 have no idea. Now I think it's integrated into the 6 software. I don't know if it was at the time. 7 Q Do you remember Member Williams' case? 8 A Vaguely. 9 Q Okay. And do you recall that she never saw a 10 chiropractor in her care, true? 11 A I don't think so. I don't have a recollection of it. 12 I don't believe so. 13 Q Okay. Why don't you take a look at your affidavit. 14 I think that you addressed that issue in the 15 affidavit. 16 A I think the affidavit says I didn't refer her to one, 17 that's accurate. Yeah, it says "Neither KNR nor I 18 requested Member Williams to treat with any 19 chiropractors as a result of the accident." Yeah, I 20 don't -- 21 Q You never referred her to any physician, true? 22 A I don't think so, no. To the best of my knowledge I 23 would say that's true. 24 Q And it wasn't because she was a friend of anyone at 25 the firm, it's because you had to make a decision</p>
Page 48	Page 49
<p>1 with Member Williams on what was best for her and her 2 case, true? 3 A Yes. 4 Q You didn't treat her different than you would have 5 somebody else who came in that you didn't know, true? 6 A True. 7 Q So how would you make the determination on whether 8 you were going to ask somebody if they needed to see 9 a chiropractor if they asked you, or what type of 10 doctor? How would that come about? 11 A Can you say that again? 12 Q Sure. So when you had discussions with the clients, 13 a lot of them -- well, they were all injured, true? 14 A Yes. 15 Q You didn't do only property damage, fair? 16 A We did no property damage. 17 Q You might help them out if they had a PI claim get a 18 rental or -- 19 A Yeah, the ancillary stuff. 20 Q But they had to have an injury to represent them? 21 A Yes. 22 Q And would you say that the vast majority of your, if 23 not all of your clients at KNR, also had treatment 24 for their injuries? 25 A Yeah. I mean, they had to have treatment to have an</p>	<p>1 injury claim I guess. 2 Q How would you decide whether you should recommend a 3 chiropractor to someone or recommend a medical 4 doctor, or, I mean, what process would you go 5 through? For example, would you say "Do you have a 6 primary care physician? Do you have a chiropractor 7 already?" What would you do? 8 A Um -- 9 Q And I'm not talking about which one you send them to 10 yet, just how would you make the initial decision? 11 A If they had a soft tissue injury, then we were to 12 send them to a chiropractor. I don't think Member -- 13 I think she had a head injury, I vaguely, vaguely 14 remember. I don't know. And if somebody came in and 15 said, you know, "I've got a concussion," you know, 16 I'm not going to send them to see a chiropractor. 17 Q Or broken bones? 18 A Right. Well, I mean, even if you have a broken leg, 19 you can still have, you know -- 20 Q True. 21 A -- a neck and back injury and still send them to see 22 a chiropractor, so -- 23 Q So did you ever -- strike that. 24 You would make a determination, though, talking 25 with the client, a determination as to what type of</p>

Page 50

1 care they might start out with, you and the client
2 would talk back and forth?
3 A Say that again.
4 Q Sure. You never sent somebody to get care that they
5 didn't agree to get, did you?
6 A No.
7 Q You would have had a discussion with them about the
8 types of potential care, and you and the client
9 together would talk about who they would go see,
10 fair?
11 A Yes.
12 Q It's the same thing you do today, basically?
13 A Yes.
14 Q Okay. And so if you have somebody come in today at
15 Slater & Zurz with soft tissue injuries, do you ask
16 them "Do you have a primary care? Do you have a
17 chiropractor?" What's the sort of process?
18 MR. SKIDMORE: Objection. One thing I'm
19 concerned about today is what he does at
20 Slater & Zurz is really kind of off limits.
21 MR. MANNION: Okay.
22 MR. SKIDMORE: That's their proprietary
23 information and I'd prefer you guys stay away
24 from that.
25 MR. MANNION: I will. No problem.

Page 52

1 have to ask the client if they took good care of
2 them. We would recommend doctors to people, and, you
3 know, you think they're going to get good care, you
4 hope they're going to get good care, but that's a
5 question for them.
6 Q But those are doctors that you all had had experience
7 with providing good care to your clients, fair?
8 A We had experience with those doctors providing care
9 to the clients, yes.
10 Q Providing good care to the clients, fair?
11 A Again, you're going -- that's a question that -- I
12 presume they got good care because, you know, if they
13 didn't get good care, then people would tell me and
14 then we would address it with the clients, so --
15 Q And you wouldn't be sending a client to somebody that
16 you didn't think would provide good care, would you?
17 Too many negatives?
18 A Yeah.
19 No, I guess it depends on how you define "good
20 care." I mean, I think I see where you're going, but
21 again, if they got good care or not while they were
22 there from a subjective standpoint is something
23 you're going to have to ask them.
24 Q I totally agree. What I'm talking about is your
25 mindset when you were talking to the client about

Page 51

1 Q So generally speaking, though, it's the same thing
2 you do today?
3 A I help my, I help my clients get the care that they
4 need.
5 Q And that's what you were doing at KNR?
6 A Yes.
7 Q You were helping them get the care they needed, true?
8 A Yes.
9 Q You didn't send somebody to a chiropractor or a
10 medical doctor if you didn't think they were hurt,
11 did you?
12 A Everybody represented to me that they were hurt. So
13 I mean, if somebody said "I'm not hurt," I'm not
14 going to tell you to go anywhere.
15 Q Okay.
16 A I probably -- if they told me that they weren't hurt,
17 I wouldn't -- I'd say "You're not going to be my
18 client," I guess is the best thing to say.
19 Q And certainly the people, either the chiropractors or
20 physicians that you referred KNR clients to, you
21 believed that those chiropractors and physicians
22 would take good care of your clients, fair?
23 A They would treat them, yes.
24 Q They would take good care of them, fair?
25 A I mean, I guess that's a question you're going to

Page 53

1 which chiropractor or physician to see. You would
2 not recommend somebody if you thought that that
3 physician or chiropractor was not going to provide
4 good care, fair?
5 A True. You know, you send a client to see somebody
6 and they might hate that person, but then you have a
7 person who really likes that person. So I mean, you
8 use that to guide, I guess, a little. Does that make
9 sense?
10 Q Sure. And if they don't like the chiropractor or the
11 physician, you can recommend somebody different?
12 A Yes.
13 Q That could potentially have ramifications with the
14 insurance company if they switched doctors, true?
15 A I don't know if that's true.
16 Q Okay. Have you ever told anybody that?
17 A I don't recall.
18 Q Okay.
19 A It's a possibility.
20 Q Okay. It depends on the adjuster?
21 A Yeah, probably.
22 Q Okay. I mean, do you recall saying -- a little bit
23 off track here -- that one of the things you told
24 adjusters all the time is "Just because you say it,
25 it doesn't make it true"?

Page 94	Page 95
<p>1 to get that reduction?</p> <p>2 A Yes.</p> <p>3 Q Okay. If you look at Exhibit M, so if you see if she</p> <p>4 had paid it by April 30th, it was only going to be</p> <p>5 \$778?</p> <p>6 A Right.</p> <p>7 Q And once it passes that date, it's automatically</p> <p>8 968, correct?</p> <p>9 A That's what it says, yeah.</p> <p>10 Q Okay. And you were able to negotiate that back down</p> <p>11 to 800 because we're only a couple weeks past the</p> <p>12 prior date?</p> <p>13 A Presumably, yes.</p> <p>14 Q Okay. By the way, did Attorney Pattakos ever ask</p> <p>15 you -- I forget if I asked this earlier -- whether</p> <p>16 there were written scripts for people to follow at</p> <p>17 KNR?</p> <p>18 A I do not recall him asking. That's not to say that</p> <p>19 he did or did not, but I have no recollection of it.</p> <p>20 Q And you don't recall telling him that there were, do</p> <p>21 you?</p> <p>22 A I don't have a recollection of it. Again, "script"</p> <p>23 is a -- well, I've explained it.</p> <p>24 Q Well, if you look at page 17 of your recorded</p> <p>25 statement --</p>	<p>1 A Um-um.</p> <p>2 Q Of your recorded statement.</p> <p>3 A I know what it says.</p> <p>4 Q Okay. You already read it?</p> <p>5 A Yeah.</p> <p>6 Q Okay. So you agree, it says you didn't have a script</p> <p>7 for when you talked to clients, you said "A script?"</p> <p>8 "Yes."</p> <p>9 "Answer: No."</p> <p>10 And "You didn't take a written script with you</p> <p>11 when you met with clients, did you?"</p> <p>12 "No."</p> <p>13 And "My statement was correct?"</p> <p>14 A Yep, yes.</p> <p>15 Q Okay. "There was no written script of the questions</p> <p>16 you asked and how you interacted with a client with</p> <p>17 how you refer somebody to a chiropractor, fair?"</p> <p>18 Your answer was "Yeah, fair. Not that I recall.</p> <p>19 I didn't use one." True?</p> <p>20 A Correct, yes.</p> <p>21 Q And you didn't see anybody else use one either, true?</p> <p>22 A True.</p> <p>23 Q Okay. "To establish what treatment any one client</p> <p>24 would need, we'd have to look at that individual</p> <p>25 case, ask that individual client about it, ask that</p>
Page 96	Page 97
<p>1 individual lawyer about it," correct?</p> <p>2 A Yes.</p> <p>3 Q And you certainly never forced anybody to use a</p> <p>4 specific chiropractor, true?</p> <p>5 A Never forced anyone.</p> <p>6 Q You might have recommended somebody or referred</p> <p>7 somebody, true?</p> <p>8 A Yes.</p> <p>9 Q But you never said "No, this is your only choice, you</p> <p>10 have to go here or I'm not going to take your case,"</p> <p>11 anything like that, true?</p> <p>12 A True.</p> <p>13 Q Never forced that, true?</p> <p>14 A True.</p> <p>15 Q And never sent them to a chiropractor that you</p> <p>16 thought was going to do them harm or not provide good</p> <p>17 service, true?</p> <p>18 A True.</p> <p>19 Q And you represented over a thousand claimants, for</p> <p>20 which you negotiated settlements while you were at</p> <p>21 KNR?</p> <p>22 A It's probably higher, but yeah.</p> <p>23 Q Okay.</p> <p>24 A You said over a thousand, so --</p> <p>25 Q Okay. And in fact, some patients would come in that</p>	<p>1 were already treating with either a family doctor or</p> <p>2 a chiropractor, and they continued to do that</p> <p>3 throughout the case, true?</p> <p>4 A True.</p> <p>5 Q And you never forced somebody, if they were with</p> <p>6 their family doctor, to go see somebody else, did</p> <p>7 you?</p> <p>8 A Never forced, no.</p> <p>9 Q Some primary care physicians, in fact, many of them</p> <p>10 didn't like getting involved in motor vehicle</p> <p>11 accidents, true?</p> <p>12 A Yes.</p> <p>13 Q And for that reason, you often had to recommend</p> <p>14 somebody, true?</p> <p>15 A Yes.</p> <p>16 Q Okay. And oftentimes it would be a chiropractor?</p> <p>17 A Most often.</p> <p>18 Q What are some of the things when you were at KNR that</p> <p>19 were important to you with respect to -- well, let me</p> <p>20 strike that.</p> <p>21 Would you agree that typically you would use</p> <p>22 chiropractors at KNR who would agree to letters of</p> <p>23 protection?</p> <p>24 A Yes.</p> <p>25 Q And why was that, do you know?</p>

Page 102	Page 103
<p>1 A I do.</p> <p>2 Q Okay. Do you think he's a good lawyer?</p> <p>3 A I do.</p> <p>4 Q And you certainly think that he has his clients' best</p> <p>5 interests at heart, don't you?</p> <p>6 A I do.</p> <p>7 Q If you look at, if we could just go through this, do</p> <p>8 you see number five, Attorney Lynett testifies, "Many</p> <p>9 of my clients do not have personal medical insurance,</p> <p>10 or the personal means that would allow them access to</p> <p>11 the care they needed without my help," fair?</p> <p>12 A Fair.</p> <p>13 Q And that describes the clientele both where you are</p> <p>14 at now and when you were at KNR, true?</p> <p>15 A I think it's a general, it's a general statement,</p> <p>16 population, yeah.</p> <p>17 Q He goes on in number six, "To provide the best</p> <p>18 possible service for my clients, I have recommended</p> <p>19 to my clients doctors and facilities that will treat</p> <p>20 them for their injuries, with the understanding that</p> <p>21 these providers will not try to collect payment for</p> <p>22 those services from my clients until my clients'</p> <p>23 claims have been settled or adjudicated;" did I read</p> <p>24 that correctly?</p> <p>25 A Yep.</p>	<p>1 Q And you do that same thing, true?</p> <p>2 A Yep.</p> <p>3 Q And you did that at KNR as well?</p> <p>4 A Yes.</p> <p>5 Q That's a benefit to the client, isn't it?</p> <p>6 A Yeah, to not have to worry about their bill when</p> <p>7 they're treating, yes.</p> <p>8 Q Okay.</p> <p>9 A And to get them the treatment.</p> <p>10 Q If you look at number eight on the next page -- and</p> <p>11 you could feel free to read any of them.</p> <p>12 A Yeah, I've never seen this.</p> <p>13 Q After you read --</p> <p>14 A I'm sorry. Sorry.</p> <p>15 Q That's okay. Now, eight, "I have also been</p> <p>16 recommended to clients by healthcare providers</p> <p>17 like --" is it Minas or --</p> <p>18 A Minas.</p> <p>19 Q Minas, I never remember that.</p> <p>20 A Nobody does.</p> <p>21 Q "-- Minas Floros, DC, who are treating individuals</p> <p>22 that are similarly situated to my clients, in that</p> <p>23 they did not have personal medical insurance, or the</p> <p>24 personal means that would allow them to get the care</p> <p>25 they needed without the assistance of an attorney;"</p>
Page 104	Page 105
<p>1 did I read that correctly?</p> <p>2 A You did.</p> <p>3 Q Okay. Do you have anything -- I mean, that's what</p> <p>4 happens in the personal injury arena, isn't it, that</p> <p>5 sometimes attorneys refer to chiropractors and</p> <p>6 sometimes chiropractors refer to attorneys?</p> <p>7 A Yes.</p> <p>8 Q And you were never aware of any quid pro quo</p> <p>9 relationship between Doctor Floros or any</p> <p>10 chiropractor and KNR, Nestico or Redick, were you?</p> <p>11 A No.</p> <p>12 Q And you certainly don't have one now, do you,</p> <p>13 yourself --</p> <p>14 MR. SKIDMORE: Objection.</p> <p>15 Q -- at Slater & Zurz?</p> <p>16 MR. MANNION: I mean, I know he doesn't.</p> <p>17 Q I'm just getting it on the record that you don't, I</p> <p>18 mean, that's not something you did at KNR, it's not</p> <p>19 something you saw KNR do, and it's not something you</p> <p>20 would do, true?</p> <p>21 A Can you rephrase that?</p> <p>22 Q Sure. You're not aware of any quid pro quo</p> <p>23 relationship?</p> <p>24 A Like an agreement between them to do a particular</p> <p>25 thing?</p>	<p>1 Q Yeah.</p> <p>2 A No, I'm not.</p> <p>3 Q If you give me two, I give you one, or vice versa?</p> <p>4 A I am not aware of conversations or agreements that</p> <p>5 have been in place that I'm not privy to, if that</p> <p>6 makes any sense.</p> <p>7 Q Okay. Well, no one has ever told you -- I'll strike</p> <p>8 that.</p> <p>9 You are not aware of any agreement between Akron</p> <p>10 Square Chiropractic and/or Doctor Floros and KNR,</p> <p>11 Nestico and Redick, are you?</p> <p>12 A Correct.</p> <p>13 Q In fact, you use Doctor Floros, don't you?</p> <p>14 A No.</p> <p>15 Q Never?</p> <p>16 A No. He doesn't like me.</p> <p>17 Q Oh. You used to use Doctor Floros?</p> <p>18 A I wouldn't say "use." I would have as clients</p> <p>19 patients of his, but --</p> <p>20 Q Okay. You've defended --</p> <p>21 A Few and far between.</p> <p>22 Q He's been your expert in a case at deposition before?</p> <p>23 A I have taken his deposition one time.</p> <p>24 Q Okay. And that was for one of your clients?</p> <p>25 A It was.</p>

Page 110

1 Q Well, is that why you use those reports?

2 A I don't -- I mean, yes. I mean, in the past from

3 doctors and chiropractors, yeah, I would.

4 Q Okay. Because you thought it was a benefit to your

5 client?

6 A Yes.

7 Q Now, you're not aware of any attorney, owner or other

8 employee of KNR conspiring with any chiropractors or

9 any other third party vendors to inflate billings,

10 are you?

11 A No.

12 Q Okay. You wouldn't condone that?

13 A No.

14 Q And you never heard anyone say that they were going

15 to do that, did you?

16 A No.

17 Q You've had patients use TENS units, fair?

18 A Yes.

19 Q And clients I should say?

20 A Yeah; yeah. Yeah. I think we all use those terms

21 interchangeably.

22 Q It's a patient of the doctor and a client of yours?

23 A Yes.

24 Q And you certainly have had patients who have had TENS

25 units prescribed by their doctor, true?

Page 112

1 that you can recall, "Hey, I think you should go get

2 a TENS unit"?

3 A I would say "Follow your prescribed course of care."

4 Q Okay.

5 A And if that included getting a TENS unit, then that's

6 what the doctor says.

7 Q And to determine whether a TENS unit is required or

8 reasonably necessary for any particular patient or

9 client, you'd have to look at -- you'd have to talk

10 to that particular medical doctor, look at those

11 particular medical records, talk to that particular

12 patient, true?

13 A I would say, I guess.

14 Q You can't just blanketly say that nobody should get

15 TENS units?

16 A I'm not a physician, I can't make that statement.

17 Q Well, even as a lawyer you wouldn't say that, would

18 you?

19 A I would say whatever care the doctor prescribes is

20 what the patient needs.

21 Q And you would have to look at each individual case

22 differently, true?

23 A Again, it's a medical thing. It's beyond my capacity

24 to say yes or no.

25 Q Okay.

Page 111

1 A Yes.

2 Q And perhaps used TENS units or electrical stimulation

3 at the chiropractor's office?

4 A Yeah, a lot of them do.

5 Q And they report that it helps, some of them, true?

6 A Some of them do, yeah.

7 Q And if they tell you it's not helping, you tell them

8 to stop it, I assume?

9 A I don't know if I've ever had that conversation. I

10 think they a lot of times will make the determination

11 on their own if it's not helping to stop it. I

12 don't -- I don't -- I don't -- I always -- well, I

13 tell people, you know, get the care that you need,

14 you know, if it works it works, and if it doesn't,

15 don't do it, I guess.

16 Q But the decision on whether a TENS unit is needed or

17 not, that's a decision between the healthcare

18 provider and the client, true?

19 A I would say, yeah.

20 Q At KNR you didn't tell people "Go get a TENS unit,"

21 did you?

22 A No, I don't think so.

23 Q I mean, I'm saying you're not a doctor, right?

24 A I'm not a doctor.

25 Q Okay. Did you ever tell Monique Norris, or anybody

Page 113

1 A You're asking me about the medical care between a

2 doctor and a patient, and I can't tell you if what

3 the doctor says or doesn't say -- I mean, I don't

4 know if it's the doctor's policy to do it or because

5 it's helpful, I don't know. That's an answer to the

6 question I can't answer.

7 Q Okay. For you to know whether or not something was

8 reasonably medically necessary, you'd have to ask the

9 doctor on each one of those cases?

10 A I would have to -- the doctor would have to tell me

11 that.

12 Q And you've seen all sorts of different charges for

13 TENS units I'm sure?

14 A Yeah.

15 Q Okay.

16 A I mean, I couldn't tell you what they are, but --

17 Q Sometimes claims people try to negotiate those down

18 and sometimes they don't?

19 A Claims adjusters?

20 Q Claims adjusters.

21 A Sometimes they'll tell you what they're going to pay,

22 and sometimes they don't tell you what they're going

23 to pay. I mean, it depends on the conversation.

24 Q And sometimes when you settle a case, they don't

25 necessarily break it down by hey, this much goes to

Page 122	Page 123
<p>1 in a debate with you on the record here. I</p> <p>2 redacted the name of the patient. If you</p> <p>3 want to talk about this off the record later</p> <p>4 so we don't delay this, that's fine.</p> <p>5 MR. PATTAKOS: Okay. So as far as we</p> <p>6 know, though, this is just some random</p> <p>7 patient from Doctor Ghoubrial's practice</p> <p>8 right now, that's fair?</p> <p>9 MR. MANNION: I'm not answering your</p> <p>10 questions, okay?</p> <p>11 MR. PATTAKOS: Well, what is it?</p> <p>12 Q Showing you Exhibit U, Mr. Horton, and --</p> <p>13 MR. PATTAKOS: Object.</p> <p>14 Q And you see at the top it says Explanation of Review,</p> <p>15 Provider Copy?</p> <p>16 A Yes.</p> <p>17 Q And you see it says the Billing Provider, Clearwater</p> <p>18 Billing Services?</p> <p>19 A Yes.</p> <p>20 Q And do you understand that's where Doctor Ghoubrial</p> <p>21 and Doctor Gunning treat or practice?</p> <p>22 A This says Joshua Jones.</p> <p>23 Q Sure. But do you understand that Doctor Ghoubrial</p> <p>24 and Doctor Gunning are with Clearwater?</p> <p>25 A Yes.</p>	<p>1 Q Okay. And this particular provider was Doctor Joshua</p> <p>2 Jones. Do you know Doctor Jones?</p> <p>3 A I do.</p> <p>4 Q Okay. Have you used him, Doctor Jones?</p> <p>5 A In what sense?</p> <p>6 Q I mean, has he treated patients/clients of yours?</p> <p>7 A Yeah, I believe so.</p> <p>8 Q Okay. And you see down at the bottom where it says</p> <p>9 inject trigger points, an \$800 charge?</p> <p>10 A Yes.</p> <p>11 Q And can you tell us what Nationwide said as far as</p> <p>12 the provider reimburse?</p> <p>13 A Where does it say that?</p> <p>14 MR. SKIDMORE: Objection.</p> <p>15 A It says \$800.</p> <p>16 Q So according to this, if it's correct, Nationwide</p> <p>17 reimbursed \$800 for the trigger point injections, the</p> <p>18 exact amount, true?</p> <p>19 A That's what it says.</p> <p>20 Q And if you look on the next page, it looks like</p> <p>21 Nationwide also reimbursed the total cost of \$500 for</p> <p>22 the TENS unit, true?</p> <p>23 MR. SKIDMORE: Objection.</p> <p>24 A That's what it says.</p> <p>25 Q According to this document?</p>
Page 124	Page 125
<p>1 A Yes.</p> <p>2 MR. PATTAKOS: Has anything else been</p> <p>3 redacted from here other than the patient</p> <p>4 name, Tom?</p> <p>5 MR. MANNION: No, of course not.</p> <p>6 A And this is all -- it appears to be medical payment</p> <p>7 coverage, which is -- I mean, it's a little bit</p> <p>8 different, but --</p> <p>9 Q Explain.</p> <p>10 A I don't know how insurance companies approach these</p> <p>11 things so I can't tell you, but there is a difference</p> <p>12 between med pay coverage and liability coverage.</p> <p>13 There's a contractual obligation on the part of the</p> <p>14 insurance company to do things.</p> <p>15 Q But --</p> <p>16 A And that I think, to avoid particular claims against</p> <p>17 them, take into consideration -- I mean, I don't</p> <p>18 know. You have to ask the insurance company. But</p> <p>19 from a practical standpoint, med pay is looked at</p> <p>20 differently than liability coverage.</p> <p>21 Q They still have to be reasonable and customary</p> <p>22 charges, true?</p> <p>23 A I don't know. You'd have --</p> <p>24 Q You're not sure?</p> <p>25 A You'd have to ask these guys.</p>	<p>1 MR. MANNION: Were you looking to take a</p> <p>2 break, Peter, or --</p> <p>3 MR. PATTAKOS: No, you know what, it's</p> <p>4 fine. I was just asking because he changed</p> <p>5 the tape, if everybody else is okay.</p> <p>6 MR. MANNION: What time do we have?</p> <p>7 MR. PATTAKOS: 11:39.</p> <p>8 THE WITNESS: Let's roll, keep going.</p> <p>9 Q So Monique Norris testified that she was treated by</p> <p>10 Doctor Ghoubrial, even though the records suggest</p> <p>11 Doctor Gunning. Are you aware that she testified to</p> <p>12 that?</p> <p>13 A No.</p> <p>14 Q The records seem to suggest that Doctor -- was it</p> <p>15 Floros in her case recommended, referred her to</p> <p>16 Doctor Ghoubrial, her chiropractor referred her to</p> <p>17 Doctor Ghoubrial.</p> <p>18 A Okay.</p> <p>19 Q Is that something you've seen before?</p> <p>20 A Yes.</p> <p>21 Q Okay. You don't make that determination, do you?</p> <p>22 A No.</p> <p>23 Q How many actual times did you actually refer a KNR</p> <p>24 client directly to Doctor Ghoubrial?</p> <p>25 A I have no specific recollection of it. I would tell</p>

Page 126	Page 127
<p>1 you that I don't know. I mean, I can't tell you. It</p> <p>2 wouldn't be of common practice.</p> <p>3 Q I mean, do you recall ever doing it?</p> <p>4 A I don't know. I can't say yes or no. I have no</p> <p>5 specific recollection of it now, but it was not</p> <p>6 something that would have normally been done, if that</p> <p>7 makes sense.</p> <p>8 Q That would usually come from another healthcare</p> <p>9 provider?</p> <p>10 A Yes.</p> <p>11 Q Okay. Would you tell a patient right at the</p> <p>12 beginning "I'm going to get you treating with Doctor</p> <p>13 Ghoubrial"?</p> <p>14 A I don't think so.</p> <p>15 Q Okay.</p> <p>16 A I mean, I can't think of a specific instance where I</p> <p>17 would or would not -- I mean, where I did that, but</p> <p>18 if somebody -- again, I'm completely guessing here, I</p> <p>19 have no clue. If somebody didn't want to go see a</p> <p>20 chiropractor, but wanted to go to a medical doctor</p> <p>21 and didn't have one, maybe in that circumstance, but</p> <p>22 I don't know.</p> <p>23 Q Okay. You don't recall doing that?</p> <p>24 A Correct.</p> <p>25 Q Oh, well -- do you agree you're not aware of any</p>	<p>1 chiropractor, medical doctor or healthcare provider</p> <p>2 sending any payments to KNR, its employees or its</p> <p>3 owners, for referral of any claimant to that</p> <p>4 healthcare provider?</p> <p>5 A Correct.</p> <p>6 Q And you're certainly not aware of Akron Square</p> <p>7 Chiropractics or any other chiropractor or other</p> <p>8 healthcare provider making a payment or a kickback to</p> <p>9 KNR, Nestico or Redick, true?</p> <p>10 A Correct.</p> <p>11 Q Would you agree KNR voluntarily discounted their fees</p> <p>12 in the vast majority of the cases that you settled</p> <p>13 while working there?</p> <p>14 A I suppose it would depend on how you define "vast</p> <p>15 majority," but yes, we regularly reduced our fees.</p> <p>16 Q If you look at paragraph 33 of your affidavit, can</p> <p>17 you just read that?</p> <p>18 A Yeah, "vast majority of cases." I mean, if I handled</p> <p>19 1500 cases, if you define "vast majority" as</p> <p>20 predominantly, then, yeah.</p> <p>21 Q Probably over -- at least over a thousand of those?</p> <p>22 A Oh, yeah.</p> <p>23 Q Okay.</p> <p>24 A I guess almost on every case.</p> <p>25 Q Okay.</p>
Page 128	Page 129
<p>1 A Very rarely, with how the business works, you are</p> <p>2 taking a full fee on anything, but --</p> <p>3 Q Okay. And you would agree that almost every time</p> <p>4 that fee was enough to cover the cost of both the \$50</p> <p>5 investigation fee and the cost of a narrative report</p> <p>6 if there was one?</p> <p>7 A I couldn't tell you one way or the other. I mean,</p> <p>8 potentially, but --</p> <p>9 Q You never did an analysis like that?</p> <p>10 A No.</p> <p>11 Q But the fee usually wasn't a \$50 reduction, was it,</p> <p>12 it was usually more than that?</p> <p>13 A I would say that's accurate.</p> <p>14 Q You'd agree that usually the reduction in the fee was</p> <p>15 200 or more at least, usually?</p> <p>16 A Probably.</p> <p>17 Q Okay.</p> <p>18 A I mean, I can't say for certain, but --</p> <p>19 Q To know what it was in any case, of course you'd have</p> <p>20 to look at --</p> <p>21 A The specific reduction, yeah.</p> <p>22 Q Okay. When you went over settlement memorandums --</p> <p>23 if you would look at paragraph 24 and 25.</p> <p>24 A Of my affidavit?</p> <p>25 Q Of your affidavit.</p>	<p>1 A Yeah.</p> <p>2 Q "When discussing the distribution of settlement</p> <p>3 proceeds with my and KNR's clients, I obtained client</p> <p>4 approval before deducting those fees and costs from</p> <p>5 the settlement proceeds;" did I read that correctly?</p> <p>6 A Yes.</p> <p>7 Q And you did that with every case you settled at KNR,</p> <p>8 didn't you?</p> <p>9 A Yes.</p> <p>10 Q Number 25, "I only asked my and KNR's clients to sign</p> <p>11 the settlement memorandum if I believed the fees,</p> <p>12 expenses, and payments to the client were fair and</p> <p>13 reasonable and the client agreed to them," true?</p> <p>14 A True.</p> <p>15 Q And that's -- you stick by that today, don't you?</p> <p>16 A Yes.</p> <p>17 Q And that would have been true --</p> <p>18 A Well, hold on a minute. Okay. Yeah. I was just</p> <p>19 making sure it didn't --</p> <p>20 Q Okay.</p> <p>21 A -- there wasn't anything else in there.</p> <p>22 Q Okay. And so that statement you gave under oath back</p> <p>23 in 2017, and you agree with it today as well, true?</p> <p>24 A Yes.</p> <p>25 Q Okay. And you certainly would have done that same</p>