

# EXHIBIT I

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<p style="text-align: right;">Page 1</p> <p>1 STATE OF OHIO, ) COUNTY OF SUMMIT. ) SS: 2 IN THE COURT OF COMMON PLEAS 3 MEMBER WILLIAMS, et al., ) 4 ) Plaintiffs, ) 5 ) vs. ) JUDGE BREAU 6 ) CASE NO. CV-2016-09-3928 KISLING, NESTICO &amp; ) 7 REDICK, LLC, et al., ) 8 Defendants. ) 9 THE VIDEOTAPE DEPOSITION OF THERA REID TUESDAY, JULY 3, 2018 11 The deposition of THERA REID, called by the 12 Defendants for examination pursuant to the Ohio 13 Rules of Civil Procedure, taken before me, the 14 undersigned, Margaret A. Trombetta, RMR and Notary 15 Public within and for the State of Ohio, taken at 16 the offices of Kisling, Nestico &amp; Redick, LLC, 3412 17 W. Market Street, Fairlawn, Ohio, commencing at 18 10:30 a.m., the day and date above set forth. 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES CONTINUED: 2 On behalf of Defendant Minas Floros, D.C.: 3 Shaun H. Kadir, Esq. 4 LAW OFFICES OF GLENN D. FEAGAN, P.S.C. 101 W. Prospect Avenue 5 Cleveland, Ohio 44115 216-696-2852 skedir@feaganlaw.com 6 On behalf of Defendant Rob A. Nestico, Esq.: 7 David M. Best, Esq. 8 DAVID M. BEST CO., LPA 4900 West Bath Road 9 Akron, Ohio 44333 330-665-1855 dmb@dbmestlaw.com 10 On behalf of Defendant Robert W. Redick Esq.: 11 Daniel P. Goetz, Esq. 12 WEISMAN, KENNEDY &amp; BERRIS CO., LPA 1500 Midland Building 13 Cleveland, Ohio 44115 216-781-1111 dgoetz@weismanlaw.com 14 ALSO PRESENT: 15 John Reagan, Esq. 16 Rob Nestico, Esq. Robert Redick, Esq. 17 Alex Cook, Videographer 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES: 2 On behalf of the Plaintiffs: 3 Peter Pattakos, Esq. 4 PATTAKOS LAW FIRM LLC 101 Ghent Road 5 Fairlawn, Ohio 44333 330-836-8533 peter@pattakoslaw.com 6 and 7 Joshua R. Cohen, Esq. 8 COHEN, ROSENTHAL &amp; KRAMER LLP 3208 Clinton Avenue 9 Cleveland, Ohio 44113 216-815-9500 jcohen@crklaw.com 10 On behalf of Defendant Kisling, 11 Nestico &amp; Redick: 12 Thomas P. Mannion, Esq. 13 LEWIS BRISBOIS 1375 E. 9th Street Suite 2250 14 Cleveland, Ohio 44114 216-344-9467 tom.mannion@lewisbrisbois.com 15 and 16 James M. Popson, Esq. 17 SUTTER O'CONNELL CO. 1301 East 9th Street 18 Cleveland, Ohio 44114 216-928-2200 jpopson@sutter-law.com 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 WITNESS INDEX 2 3 EXAMINATION THERA REID 4 BY MR. MANNION 7 5 6 EXHIBIT INDEX 7 8 EXHIBIT PAGE 9 Defendants' Exhibit 1, Defendants' 10 Amended Notice of Deposition 10 11 Defendants' Exhibit 2, Office Visit 12 Progress Notes 38 13 Defendants' Exhibit 1A, Important 14 Information sheet 47 15 Defendants' Exhibit 14, Third 16 Amended Counterclaim 53 17 Defendants' Exhibit 3, KNR Survey 65 18 Defendants' Exhibit 3A, an E-mail 19 Chain 70 20 Defendants' Exhibit 3B, an E-mail 21 Chain 72 22 Defendants' Exhibit 9, Contingency 23 Fee Agreement 108 24 Defendants' Exhibits 15 and 16, two 25 checks 150 Defendants' Exhibit 5, Settlement Memorandum 154 Defendants' Exhibit 5A, Receipt, Release and Trust Agreement 155 Defendants' Exhibit 6, Report of Dr. Minas Floros, DC 163</p>

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<p style="text-align: right;">Page 97</p> <p>1 more than a pronoun.</p> <p>2 <b>A</b> Okay. You want a little more than a pronoun.</p> <p>3 That's how I was damaged. I didn't get a lot</p> <p>4 of money, okay. They recovered \$48,000 and I</p> <p>5 got 12.</p> <p>6 <b>Q</b> I understand you keep saying that.</p> <p>7 <b>A</b> Yeah, I'm going to keep saying that.</p> <p>8 <b>Q</b> Okay.</p> <p>9 <b>A</b> And I understand you're a high-paid lawyer.</p> <p>10 Smile.</p> <p>11 <b>Q</b> I guess you probably don't understand that I'm</p> <p>12 actually here charging zero per hour right now.</p> <p>13 <b>A</b> I don't care. I don't care.</p> <p>14 <b>Q</b> Do you know how much I charge?</p> <p>15 <b>A</b> I don't know how much you charge. You ain't my</p> <p>16 lawyer.</p> <p>17 <b>Q</b> Okay. Then why are you saying things like that</p> <p>18 to me right now. I'm been very respectful to</p> <p>19 you.</p> <p>20 <b>A</b> You keep asking me the same old thing.</p> <p>21 <b>Q</b> Well, ma'am, I'm trying to find out when I get</p> <p>22 into court --</p> <p>23 <b>A</b> And I keep telling you and telling you and</p> <p>24 telling you and telling you and how are you</p> <p>25 going to keep asking me the same thing and I</p>	<p style="text-align: right;">Page 99</p> <p>1 MR. PATTAKOS: Thera, just</p> <p>2 answer the question and we can take a break.</p> <p>3 - - - - -</p> <p>4 (Requested portion of the record was read.)</p> <p>5 - - - - -</p> <p>6 <b>Q</b> And the question is, ma'am, what amount over</p> <p>7 150 or 200 are you saying the defendants</p> <p>8 damaged you or defrauded you out of, what</p> <p>9 amount?</p> <p>10 <b>A</b> I'm saying I was damaged this, but this isn't</p> <p>11 what we're here for. We are here for the class</p> <p>12 action lawsuit.</p> <p>13 <b>Q</b> So in this lawsuit, your only claim is for 150</p> <p>14 or \$200?</p> <p>15 <b>A</b> I guess, yes, that's what my claim would be.</p> <p>16 <b>Q</b> Okay.</p> <p>17 MR. MANNION: Let's take our</p> <p>18 break.</p> <p>19 THE VIDEOGRAPHER: Off the record.</p> <p>20 The time is 12:41.</p> <p>21 - - - - -</p> <p>22 (Recess was had.)</p> <p>23 - - - - -</p> <p>24 THE VIDEOGRAPHER: We're back on</p> <p>25 the record. The time is 1:47.</p>
<p style="text-align: right;">Page 98</p> <p>1 keep telling you the same thing.</p> <p>2 <b>Q</b> Because I'd like to know how much you're going</p> <p>3 to ask the jury for and tell the jury that</p> <p>4 these defendants damaged you other than --</p> <p>5 <b>A</b> And I'm telling you.</p> <p>6 <b>Q</b> Well, you're not.</p> <p>7 <b>A</b> And I'm going to keep telling you and I'm going</p> <p>8 to keep telling you the same thing.</p> <p>9 <b>Q</b> Okay. What's the amount?</p> <p>10 <b>A</b> Right here.</p> <p>11 <b>Q</b> What's "right here"?</p> <p>12 <b>A</b> Oh, lordy be.</p> <p>13 <b>Q</b> Okay. What amount of money --</p> <p>14 <b>A</b> Okay.</p> <p>15 <b>Q</b> -- over the 150 or 200 are you saying that the</p> <p>16 defendants somehow defrauded you or damaged</p> <p>17 you?</p> <p>18 <b>A</b> I need a cigarette so bad right now.</p> <p>19 <b>Q</b> Okay.</p> <p>20 MR. MANNION: It's 12:41.</p> <p>21 Let's take our lunch break.</p> <p>22 MR. BEST: There's a</p> <p>23 question pending.</p> <p>24 MR. MANNION: Oh, yeah. I'm</p> <p>25 sorry. Please read back the last question.</p>	<p style="text-align: right;">Page 100</p> <p>1 <b>Q</b> We are back now after the break.</p> <p>2 Are there any of the answers that you</p> <p>3 gave earlier that you thought about over the</p> <p>4 break and would like to add anything to, revise</p> <p>5 anything?</p> <p>6 <b>A</b> No.</p> <p>7 <b>Q</b> Okay. Now, eventually the day after this</p> <p>8 accident, you went to the chiropractor's</p> <p>9 office, correct?</p> <p>10 <b>A</b> Yes.</p> <p>11 <b>Q</b> They came and picked you up?</p> <p>12 <b>A</b> Yes.</p> <p>13 <b>Q</b> Who was it from there that picked you up? Do</p> <p>14 you know?</p> <p>15 <b>A</b> Her name was Olivia.</p> <p>16 <b>Q</b> And you thought you needed some chiropractic</p> <p>17 treatment because of the accident, correct?</p> <p>18 <b>A</b> Correct.</p> <p>19 <b>Q</b> Okay. And in fact, you went to the</p> <p>20 chiropractor about how many times to treat for</p> <p>21 your injuries?</p> <p>22 <b>A</b> I'm unsure.</p> <p>23 <b>Q</b> KNR never told you to go to that chiropractor,</p> <p>24 fair?</p> <p>25 <b>A</b> Fair.</p>

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<p style="text-align: right;">Page 101</p> <p>1 Q And you went to those visits with the 2 chiropractor because you believed you needed 3 that treatment, true? 4 A True. 5 Q You're not complaining about the treatment the 6 chiropractor gave you, are you? 7 A No. 8 Q Okay. When you went to the chiropractor the 9 first day, who did you see? 10 A I believe his name was Mike. 11 Q Mike what? Do you know? 12 A No, I do not. 13 Q Was it an assistant? Was it a chiropractor? 14 A He was a chiropractor. 15 Q Tell me about that visit. 16 A It was just an initial visit. I went in and 17 signed some papers and we talked about what was 18 going to happen, about what my treatment plan 19 would be, about possible lawyer. And I said 20 "Okay, who would be the lawyer?" 21 And they said, "Well, our lawyer. Here's 22 the phone." And they called KNR. 23 Q Before we get to the lawyer issue, had you ever 24 treated with a chiropractor in the past? 25 A No.</p>	<p style="text-align: right;">Page 103</p> <p>1 chiropractor were you on the phone with an 2 attorney? 3 A Within at least an hour, hour and a half maybe. 4 Q Okay. Did they treat you first? 5 A No, I didn't get treated that day. 6 Q Talked to you first? 7 A I got talked to, yes. 8 Q And how long into the conversation was it 9 before discussion regarding an attorney came 10 up? 11 A I would say probably about a half an hour 12 anyway. We were talking and he said something 13 about an attorney and we just kept talking a 14 little bit and then, like I said, probably 15 about an hour, hour and a half into it is when 16 he picked up the phone and called here. 17 Q And you already knew that attorneys had already 18 been calling you, is that fair at that time? 19 A Yeah, yes. 20 Q And did you intend even before you went to the 21 chiropractor to try to retain an attorney to 22 help you with this accident? 23 A Yes, I was thinking about it, yes. 24 Q So the chiropractor didn't talk you into 25 getting an attorney in the abstract, but</p>
<p style="text-align: right;">Page 102</p> <p>1 Q They talked to you about what the treatment 2 plan would be though? 3 A Yes. 4 Q What did they say? 5 A They said that there would be like a massage 6 table. There would be some kind of like a 7 shock, like a little electric shock, ice 8 treatment, heat treatment. 9 Q Did it seem to help when you got that? 10 A Somewhat, you know, a little bit it did. 11 Q I mean, you would have stopped going if it 12 didn't help, true? 13 A Correct. 14 Q The reason you continued to go was because the 15 chiropractic treatment was effective for you? 16 A Yes. 17 Q The discussion regarding an attorney, how did 18 that come about? 19 A They -- I don't know really. We were just 20 sitting there talking and he said something 21 about an attorney and had some papers on the 22 desk and said something about here, picked up 23 the phone, and said "talk to our attorney," and 24 had KNR on the phone. 25 Q Within how long of first talking to Mike the</p>	<p style="text-align: right;">Page 104</p> <p>1 there's somebody that they recommended and that 2 was KNR? 3 A Correct. 4 Q Regardless of whether you went to the 5 chiropractor that day, your intention was to 6 talk with an attorney about taking your case? 7 A Eventually, yes. 8 Q Okay. And how many options were you provided? 9 A Just the one. 10 Q Okay. Did you ask whether they knew anybody 11 else? 12 A No, I didn't. 13 Q Did you ask -- 14 A Because -- 15 Q Go ahead. 16 A -- they had just picked up the phone and said 17 "here." 18 Q Was this in the exam room, was this in a 19 conference room? 20 A It was in his office. 21 Q Okay. Did he talk with the lawyers from KNR 22 first before he handed you the phone? 23 A Yes. 24 Q Okay. What did you hear from his end of the 25 conversation?</p>

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<p style="text-align: right;">Page 105</p> <p>1 A He said that he had a patient in his office who 2 was in a motorcycle accident who is looking for 3 an attorney. 4 Q Okay. 5 A They stated something to him. I'm not sure 6 what it was. And he said, "Okay, here you go," 7 and handed me the phone. 8 Q Did he stay for that conversation then or did 9 he walk out? 10 A He stayed. 11 Q Was there anybody else in the room? 12 A My mother. 13 Q Okay. Anybody else? 14 A No. 15 Q How long did you talk to the attorneys? 16 A I would say about 15, 20 minutes. 17 Q Was this the same chiropractor that ended up 18 treating you throughout? 19 A Yes. 20 Q And you don't know his last name? 21 A Oh, my goodness, not right offhand, no. 22 Q Who did you call him when you went in? 23 A Mike, Dr. Mike. 24 Q Okay. Got you. 25 So tell me about that conversation with</p>	<p style="text-align: right;">Page 107</p> <p>1 A No. There was nothing like that said. 2 Q When was the next time you saw anybody from 3 KNR? 4 A I didn't see anybody from KNR for a while. I 5 hadn't met anybody. It was all phone calls for 6 a good while. Honestly, I do not know the 7 exact date that I met anybody here. 8 Q Did Matt talk with you when you were at the 9 chiropractor's office that day about sending an 10 investigator out to see you? 11 A There was something said about an investigator, 12 but nobody came out to see me. 13 Q Okay. Do you know when they were supposed to 14 see you? 15 A No, I do not. 16 Q What day did the accident occur? 17 A It was April 20th. I'm not sure of the day. 18 Q Okay. Was an investigator supposed to come out 19 and you had to cancel for some reason or they 20 just didn't show? 21 A They just didn't show that I know of. I don't 22 remember cancelling anything. I know somebody 23 came to my door from KNR when I was at the 24 chiropractor because there was this welcome 25 thing, you know, with all their KNR goodies in</p>
<p style="text-align: right;">Page 106</p> <p>1 KNR. Do you know who you talked to? 2 A I think it was Matt. 3 Q Tell me about that conversation. 4 A He asked me what had happened. He asked me 5 about the accident, when it was, what had 6 happened, where I had went to the hospital, 7 what the x-rays were, if I had x-rayed there at 8 the chiropractor. And eventually they did give 9 me x-rays at the chiropractor. 10 Q That day or later? 11 A Later on. 12 Q Okay. You certainly weren't forced to talk to 13 KNR on the phone, were you? 14 A I wasn't forced to, no. It's not like he 15 twisted my arm and told me, you know, I had to, 16 but I mean I did. 17 Q You voluntarily talked to KNR? 18 A Right. 19 Q You could have chose to call any of the 20 attorneys who had already contacted you, fair? 21 A Yes, I could have. 22 Q You made the choice to talk to KNR? 23 A Yes, I did. 24 Q Did the chiropractor's office say they wouldn't 25 treat you if you didn't use KNR?</p>	<p style="text-align: right;">Page 108</p> <p>1 there and they left it on my porch and that was 2 it. I don't remember -- I mean, there was 3 nobody else from KNR that came to visit me. 4 Q Did you save those materials at all? 5 A No, I did not. 6 Q But you had already decided to retain KNR 7 before you saw those materials? 8 A Right. 9 Q Okay. Was Matt pleasant to you? 10 A Yes, he was. 11 Q Answered all your questions? 12 A Yes, he did. 13 Q Did you go and talk with any other lawyers to 14 see maybe I should work with somebody else? 15 A Actually no, I didn't. I just went with them. 16 - - - - - 17 (Defendants' Exhibit 9, Contingency 18 Fee Agreement, was marked.) 19 - - - - - 20 Q Okay. I'm going to show you a copy of this. 21 This is the Contingency Fee Agreement. 22 Is that your signature at the bottom of 23 Defendants' Exhibit 9? 24 A Yes. 25 Q It says this was signed on April 22nd, 2016.</p>

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<p style="text-align: right;">Page 105</p> <p>1 A He said that he had a patient in his office who 2 was in a motorcycle accident who is looking for 3 an attorney. 4 Q Okay. 5 A They stated something to him. I'm not sure 6 what it was. And he said, "Okay, here you go," 7 and handed me the phone. 8 Q Did he stay for that conversation then or did 9 he walk out? 10 A He stayed. 11 Q Was there anybody else in the room? 12 A My mother. 13 Q Okay. Anybody else? 14 A No. 15 Q How long did you talk to the attorneys? 16 A I would say about 15, 20 minutes. 17 Q Was this the same chiropractor that ended up 18 treating you throughout? 19 A Yes. 20 Q And you don't know his last name? 21 A Oh, my goodness, not right offhand, no. 22 Q Who did you call him when you went in? 23 A Mike, Dr. Mike. 24 Q Okay. Got you. 25 So tell me about that conversation with</p>	<p style="text-align: right;">Page 107</p> <p>1 A No. There was nothing like that said. 2 Q When was the next time you saw anybody from 3 KNR? 4 A I didn't see anybody from KNR for a while. I 5 hadn't met anybody. It was all phone calls for 6 a good while. Honestly, I do not know the 7 exact date that I met anybody here. 8 Q Did Matt talk with you when you were at the 9 chiropractor's office that day about sending an 10 investigator out to see you? 11 A There was something said about an investigator, 12 but nobody came out to see me. 13 Q Okay. Do you know when they were supposed to 14 see you? 15 A No, I do not. 16 Q What day did the accident occur? 17 A It was April 20th. I'm not sure of the day. 18 Q Okay. Was an investigator supposed to come out 19 and you had to cancel for some reason or they 20 just didn't show? 21 A They just didn't show that I know of. I don't 22 remember cancelling anything. I know somebody 23 came to my door from KNR when I was at the 24 chiropractor because there was this welcome 25 thing, you know, with all their KNR goodies in</p>
<p style="text-align: right;">Page 106</p> <p>1 KNR. Do you know who you talked to? 2 A I think it was Matt. 3 Q Tell me about that conversation. 4 A He asked me what had happened. He asked me 5 about the accident, when it was, what had 6 happened, where I had went to the hospital, 7 what the x-rays were, if I had x-rayed there at 8 the chiropractor. And eventually they did give 9 me x-rays at the chiropractor. 10 Q That day or later? 11 A Later on. 12 Q Okay. You certainly weren't forced to talk to 13 KNR on the phone, were you? 14 A I wasn't forced to, no. It's not like he 15 twisted my arm and told me, you know, I had to, 16 but I mean I did. 17 Q You voluntarily talked to KNR? 18 A Right. 19 Q You could have chose to call any of the 20 attorneys who had already contacted you, fair? 21 A Yes, I could have. 22 Q You made the choice to talk to KNR? 23 A Yes, I did. 24 Q Did the chiropractor's office say they wouldn't 25 treat you if you didn't use KNR?</p>	<p style="text-align: right;">Page 108</p> <p>1 there and they left it on my porch and that was 2 it. I don't remember -- I mean, there was 3 nobody else from KNR that came to visit me. 4 Q Did you save those materials at all? 5 A No, I did not. 6 Q But you had already decided to retain KNR 7 before you saw those materials? 8 A Right. 9 Q Okay. Was Matt pleasant to you? 10 A Yes, he was. 11 Q Answered all your questions? 12 A Yes, he did. 13 Q Did you go and talk with any other lawyers to 14 see maybe I should work with somebody else? 15 A Actually no, I didn't. I just went with them. 16 - - - - - 17 (Defendants' Exhibit 9, Contingency 18 Fee Agreement, was marked.) 19 - - - - - 20 Q Okay. I'm going to show you a copy of this. 21 This is the Contingency Fee Agreement. 22 Is that your signature at the bottom of 23 Defendants' Exhibit 9? 24 A Yes. 25 Q It says this was signed on April 22nd, 2016.</p>

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<p>1 A Yes.</p> <p>2 Q In order to find out what the chiropractor's</p> <p>3 office said to those clients, we'd have to ask</p> <p>4 those clients?</p> <p>5 A Yes.</p> <p>6 Q When you first saw the ad or the link or</p> <p>7 whatever it was on Facebook, do you recall what</p> <p>8 it said?</p> <p>9 A The link said "Chandra Law Firm" and I clicked</p> <p>10 on it and it had their page header on top.</p> <p>11 Q Was there something that prompted you to click</p> <p>12 on it or --</p> <p>13 A No. It was just the link on there and I</p> <p>14 just -- it was something off on that page, so I</p> <p>15 just clicked on it to see what it was about.</p> <p>16 Q Well, did it say something about KNR on it</p> <p>17 before you clicked on it?</p> <p>18 A No. It was just linked with the KNR, so that's</p> <p>19 why I clicked on it.</p> <p>20 Q Okay. Explain to me. I'm not a Facebook guy</p> <p>21 that much so...</p> <p>22 A Okay. When I went on to Facebook, okay, I went</p> <p>23 on to my Facebook page and when I got on there,</p> <p>24 it showed where I had went on to KNR's website</p> <p>25 and put that review.</p>	<p>1 that's where you saw this link to the Chandra</p> <p>2 firm?</p> <p>3 A Yes.</p> <p>4 Q And it just had his law firm's name and no</p> <p>5 other information?</p> <p>6 A No, until I clicked on the link.</p> <p>7 Q My statement was correct, there was no other</p> <p>8 information other than this law firm's name</p> <p>9 until you clicked on the link?</p> <p>10 A Correct.</p> <p>11 Q Okay. And when you clicked on the link, what</p> <p>12 did you see?</p> <p>13 A I saw the story -- the report. I'm sorry.</p> <p>14 It's advertised, the paper, the story in the</p> <p>15 paper about what was going on.</p> <p>16 Q What do you recall?</p> <p>17 A It had the header for the Chandra Law Firm and</p> <p>18 it just went on stating that they were suing</p> <p>19 KNR and what was -- they were suing KNR for and</p> <p>20 what was going on with the kick-backs and all</p> <p>21 that with the chiropractors and whatnot.</p> <p>22 Q Prior to the time you clicked on that site, had</p> <p>23 you ever told anybody that KNR received a</p> <p>24 kick-back?</p> <p>25 A Never. I had never heard anything about it.</p>
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<p>1 Well, when I went on there and was going</p> <p>2 to go on and delete it, I went on to delete it,</p> <p>3 and when I did, I went on further and there was</p> <p>4 Chandra's law firm and there was a link and it</p> <p>5 was on the newspaper, so I went in and read it.</p> <p>6 Q Was there a headline before you clicked on it?</p> <p>7 A No. It was just little -- it was like a little</p> <p>8 blue lettering.</p> <p>9 Q Why did you think it was somehow linked with</p> <p>10 KNR?</p> <p>11 A Because it was on the KNR page. I don't know</p> <p>12 how, but that's where I found it.</p> <p>13 Q Okay. So you went on a KNR page?</p> <p>14 A Uh-huh.</p> <p>15 Q Yes?</p> <p>16 A Yes.</p> <p>17 Q Okay. What was on that page?</p> <p>18 A My review.</p> <p>19 Q Okay. And you're able to delete something from</p> <p>20 KNR's page?</p> <p>21 A It was through my Facebook.</p> <p>22 Q So it was your post to KNR's page?</p> <p>23 A Yes, through my Facebook.</p> <p>24 Q Okay. And when you went through your Facebook</p> <p>25 account to the post you had on KNR's page,</p>	<p>1 Q Okay. You didn't have any complaints about the</p> <p>2 \$150 payment for Dr. Floros' report until you</p> <p>3 clicked on that, fair?</p> <p>4 A Fair.</p> <p>5 Q Okay. And what do you recall reading about the</p> <p>6 case being about?</p> <p>7 A That there were chiropractors and the lawyers.</p> <p>8 There was you do something for me, like I was</p> <p>9 saying earlier, they wanted somebody to be</p> <p>10 friendly with them so they could have</p> <p>11 partnerships I guess. I don't know how to</p> <p>12 explain it.</p> <p>13 Q At the time, did you think there was something</p> <p>14 wrong with that?</p> <p>15 A When I found out about it, yes.</p> <p>16 Q Okay. Now, you knew that the chiropractor knew</p> <p>17 KNR before that, true?</p> <p>18 A True.</p> <p>19 Q And so you knew they had some type of whether</p> <p>20 it was friendship or acquaintance or some type</p> <p>21 of relationship?</p> <p>22 A True.</p> <p>23 Q But you thought you would go with KNR even</p> <p>24 knowing about that, fair?</p> <p>25 A Fair.</p>

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<p style="text-align: right;">Page 125</p> <p>1 Q Okay. Did you ask either the chiropractor or</p> <p>2 KNR anything about it?</p> <p>3 A No.</p> <p>4 Q Okay. And when you say there was a you give me</p> <p>5 this and I'll give you that, what are you</p> <p>6 talking about? What did they give each other?</p> <p>7 A Well, I would say KNR gave the chiropractor</p> <p>8 patients and the chiropractor would give KNR</p> <p>9 money or vice versa.</p> <p>10 Q Okay. And KNR certainly didn't give you as a</p> <p>11 patient to the chiropractor, true?</p> <p>12 A True.</p> <p>13 Q Can you identify for me any patients that KNR</p> <p>14 gave to the chiropractor?</p> <p>15 A I wouldn't know.</p> <p>16 Q And what is it you say that the chiropractor</p> <p>17 did for KNR?</p> <p>18 A I had it backwards. Anyway.</p> <p>19 Q Had what backwards?</p> <p>20 A No.</p> <p>21 Q No please.</p> <p>22 A No.</p> <p>23 Q Well, if you had said something that you said</p> <p>24 backwards, please let us know now.</p> <p>25 A Anyway --</p>	<p style="text-align: right;">Page 127</p> <p>1 I was told by the chiropractor "here is our</p> <p>2 attorney." Not "an" attorney, "our" attorney,</p> <p>3 KNR. All right?</p> <p>4 Q Yep.</p> <p>5 A Now, I didn't catch that at first.</p> <p>6 Q You heard it, right?</p> <p>7 A All right. I heard it.</p> <p>8 Q Okay.</p> <p>9 A But I didn't catch on to that at first.</p> <p>10 Q Okay. When did it catch on?</p> <p>11 A It took a minute.</p> <p>12 Q Well, I mean, are we talking a minute being a</p> <p>13 day or a month?</p> <p>14 A No. It took a while.</p> <p>15 Q What's that mean?</p> <p>16 A A while.</p> <p>17 Q A month?</p> <p>18 A Okay. I may be stupid, okay, compared to --</p> <p>19 Q Hey, hey, hey, hey.</p> <p>20 A No, please listen to me. Please listen to me.</p> <p>21 MR. PATTAKOS: Thera, it's</p> <p>22 okay.</p> <p>23 A I may be stupid --</p> <p>24 Q I'm just asking how long.</p> <p>25 A -- compared to some of these lawyers, okay.</p>
<p style="text-align: right;">Page 126</p> <p>1 MR. PATTAKOS: We can take a</p> <p>2 break soon, Thera.</p> <p>3 THE WITNESS: I know, I know.</p> <p>4 I'm just -- I'm trying.</p> <p>5 MR. PATTAKOS: It's okay if</p> <p>6 you had it backwards.</p> <p>7 THE WITNESS: I'm trying.</p> <p>8 I'm trying.</p> <p>9 A Okay.</p> <p>10 Q What did you have backwards?</p> <p>11 A The way they do things.</p> <p>12 Q Explain what you mean.</p> <p>13 A The lawyer and the chiropractors, the way they</p> <p>14 do things.</p> <p>15 Q Okay. Explain. I'm not trying to trick you.</p> <p>16 I don't want later to hear "no, I told you I</p> <p>17 had it backwards" and me not know what it was.</p> <p>18 A It's just confusing.</p> <p>19 Q What is your understanding of the relationship</p> <p>20 between the chiropractor's office, Akron</p> <p>21 Square, and KNR?</p> <p>22 A My understanding of their relationship is --</p> <p>23 can I explain something?</p> <p>24 Q Sure.</p> <p>25 A Okay. Thank you. When I went in there, okay,</p>	<p style="text-align: right;">Page 128</p> <p>1 Please listen.</p> <p>2 Q Nobody is saying that --</p> <p>3 A No.</p> <p>4 Q -- and nobody is trying to trick you, okay.</p> <p>5 I'm just asking --</p> <p>6 A Would you listen.</p> <p>7 Q -- how long it took you to catch that. You</p> <p>8 said it took a minute and I don't know what you</p> <p>9 mean by that.</p> <p>10 A I said a while.</p> <p>11 Q Okay.</p> <p>12 A I don't know, okay? That's why I'm saying. I</p> <p>13 may be dumber than some of you all, but would</p> <p>14 you just please listen to me.</p> <p>15 Q That has nothing to do with intelligence. I'm</p> <p>16 just asking you when. Was it before you</p> <p>17 clicked on this link or after? And if you</p> <p>18 can't remember because of your memory, that's</p> <p>19 fine.</p> <p>20 A It's always because of the memory. Anyway, it</p> <p>21 was before the link.</p> <p>22 Q Okay.</p> <p>23 A Now -- wow.</p> <p>24 Q Can you estimate how long before you clicked on</p> <p>25 the link that you --</p>



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<p style="text-align: right;">Page 129</p> <p>1 A No.</p> <p>2 Q Okay.</p> <p>3 A No.</p> <p>4 Q Can you estimate how long after you signed the</p> <p>5 Contingency Fee Agreement? Was it before or</p> <p>6 after that?</p> <p>7 A No, I can't.</p> <p>8 Q Did you ask Matt is KNR the lawyer for Akron</p> <p>9 Square?</p> <p>10 A No, I didn't.</p> <p>11 Q But at some point while you were still</p> <p>12 represented by KNR and were still receiving</p> <p>13 treatment from Akron Square, you believed that</p> <p>14 the relationship was so close between those two</p> <p>15 that KNR actually represented Akron Square,</p> <p>16 true?</p> <p>17 A I didn't believe they represented, no.</p> <p>18 Q Okay. What did you take "our lawyer" to mean?</p> <p>19 A Okay, I believed -- they were pretty doggone</p> <p>20 close.</p> <p>21 Q Okay.</p> <p>22 A Okay? I didn't believe they represented, but I</p> <p>23 believed that yeah, there was a closeness there</p> <p>24 that may be okay. They did somehow work</p> <p>25 together.</p>	<p style="text-align: right;">Page 131</p> <p>1 together. I thought -- I just thought they</p> <p>2 worked together. I don't know. I just thought</p> <p>3 Akron Square was always referring to KNR.</p> <p>4 Q Okay. Why did you think that?</p> <p>5 A I don't know.</p> <p>6 Q Do you know if they referred, in your words, to</p> <p>7 any other lawyers?</p> <p>8 A No, I don't.</p> <p>9 Q Okay. And what do you believe -- we talked</p> <p>10 about the give and take and that. What do you</p> <p>11 believe that KNR was doing for the</p> <p>12 chiropractor?</p> <p>13 A Giving them patients.</p> <p>14 Q Okay. Again, but we talked about it, they</p> <p>15 didn't give them you, true?</p> <p>16 A No.</p> <p>17 Q Was there anything else as you sit here now</p> <p>18 that you think KNR is giving to the</p> <p>19 chiropractor?</p> <p>20 A Money.</p> <p>21 Q Okay. What money?</p> <p>22 A How do I know?</p> <p>23 Q Well, I mean you sued my clients, so what are</p> <p>24 you saying that they did wrong?</p> <p>25 A It was money that come out of my check. Where</p>
<p style="text-align: right;">Page 130</p> <p>1 Q And you wanted a recommendation for a lawyer</p> <p>2 you trusted, fair?</p> <p>3 A Fair.</p> <p>4 Q Okay. And in your mind during the</p> <p>5 representation, you thought KNR and the</p> <p>6 chiropractic clinic, Akron Square, had some</p> <p>7 type of close relationship?</p> <p>8 A Yes.</p> <p>9 Q And you thought it was some type of</p> <p>10 give-and-take relationship even at that time?</p> <p>11 A Well, I thought I could trust them both.</p> <p>12 Q My question was, though, you thought it was</p> <p>13 some type of give-and-take relationship at that</p> <p>14 time?</p> <p>15 A I wasn't sure.</p> <p>16 Q Okay. Well, what do you mean by it was a close</p> <p>17 relationship?</p> <p>18 A Well, I thought they worked together. I wasn't</p> <p>19 sure if it was give and take, but I thought</p> <p>20 they worked together.</p> <p>21 Q Okay. And what did you take "work together" to</p> <p>22 mean?</p> <p>23 A Well, he referred -- Akron Square referred me</p> <p>24 to their lawyer, KNR, okay? So I thought it</p> <p>25 was they were close, okay? They worked</p>	<p style="text-align: right;">Page 132</p> <p>1 did the \$150 go or the hundred dollars go that</p> <p>2 went to the chiropractor's there?</p> <p>3 Q Okay. So it's the 150 that they paid to the</p> <p>4 chiropractor that you're referring to KNR</p> <p>5 giving money to the chiropractor, is that the</p> <p>6 money that you're referring to?</p> <p>7 A Uh-huh.</p> <p>8 Q Yes?</p> <p>9 A Yes.</p> <p>10 Q Okay. You're not referring to money for the</p> <p>11 treatment because you know you had to pay for</p> <p>12 your treatment, true?</p> <p>13 A True.</p> <p>14 Q Okay. Did you know anything about how lawsuits</p> <p>15 work before you worked with KNR?</p> <p>16 A No.</p> <p>17 Q Do you think that insurance companies just take</p> <p>18 the lawyer's word for what the injuries are?</p> <p>19 A No.</p> <p>20 Q What do you think has to be given to an</p> <p>21 insurance company in order for them to come to</p> <p>22 a decision whether or not they pay on behalf of</p> <p>23 somebody? And if you don't know, that's fine.</p> <p>24 A I really don't know.</p> <p>25 Q Okay. Did you ask Matt?</p>

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<p style="text-align: right;">Page 169</p> <p>1 Number 2 now. It says in there, the question 2 to you was "Admit that the narrative report 3 that Dr. Floros drafted contains additional 4 medical information and analysis that is not 5 contained in plaintiff's medical records from 6 Akron Square Chiropractic." 7 Did I read that correctly? 8 <b>A I'm not -- hold on a second. I'm sorry. My 9 eyes are messed up.</b> 10 <b>Q</b> Okay. I'm sure if I misread it, your attorney 11 would say something, but... 12 <b>A No, no, it's not your -- it's not you. I have 13 eye problems --</b> 14 <b>Q</b> Okay. 15 <b>A -- and they're just going crazy right now.</b> 16 <b>Q</b> If you need extra time to read it, that's okay. 17 <b>A No.</b> 18 <b>Okay.</b> 19 <b>Q</b> Okay. Now, the request to you was "Admit that 20 the narrative report that Dr. Floros drafted 21 contains additional medical information and 22 analysis that is not contained in plaintiff's 23 medical records from Akron Square 24 Chiropractic." 25 Did I read that correctly?</p>	<p style="text-align: right;">Page 171</p> <p>1 <b>Q</b> That you reviewed? 2 <b>A Yes.</b> 3 <b>Q</b> Okay. 4 <b>A It wasn't Akron Square.</b> 5 <b>Q</b> So you've never read Akron Square's records? 6 <b>A No.</b> 7 <b>Q</b> Or Dr. Floros' report? 8 <b>A No. Correct.</b> 9 <b>Q</b> Now, if you go to Dr. Floros' report, 10 Defendants' Exhibit 6 underneath there. 11 <b>A This one here?</b> 12 <b>Q</b> Yes. Do you see at the bottom of there where 13 if says KNR02191? 14 <b>A Yes.</b> 15 <b>Q</b> Now, go back to those answers. 16 Do you see there where it says -- 17 <b>A Yes.</b> 18 <b>Q</b> -- "to the extent the document produced by 19 Defendants Bates stamp KNR02191," do you see 20 that? 21 <b>A Yes.</b> 22 <b>Q</b> That's the same number as what Defendants' 23 Exhibit 6 is, correct? 24 <b>A Yes.</b> 25 <b>Q</b> And what you've answered here is if that's a</p>
<p style="text-align: right;">Page 170</p> <p>1 <b>A Yes.</b> 2 <b>Q</b> Okay. And did you actually review the medical 3 records from Akron Square Chiropractic and 4 compare them to Dr. Floros' draft report, 5 narrative report at any time? 6 <b>A Did I review mine?</b> 7 <b>Q</b> Did you review the narrative report that 8 Dr. Floros drafted and compare it to your 9 medical records at Akron Square Chiropractic to 10 see if the report contained information in 11 addition to what was in the medical records? 12 <b>A I reviewed what was in my medical records and I 13 didn't get -- I didn't review what he had 14 wrote, no.</b> 15 <b>Q</b> Okay. How many pages of medical records from 16 Akron Square Chiropractic were there that you 17 reviewed? Do you recall? 18 <b>A No, I do not recall.</b> 19 <b>Q</b> Now, earlier you had told me that you had never 20 seen Defendants' Exhibit 6, if you go to that, 21 please. 22 <b>A No, no, no, no, no, no, no, no, no, scratch. I 23 did not review Akron Square's records.</b> 24 <b>Q</b> Okay. 25 <b>A It was the hospital's records.</b></p>	<p style="text-align: right;">Page 172</p> <p>1 true and accurate copy of Dr. Floros' report, 2 then it does contain additional medical 3 information not contained in the medical 4 records, correct? 5 <b>A Correct.</b> 6 <b>Q</b> Okay. How did you answer that if you never 7 compared the medical records to the report? 8 <b>A I've not seen this.</b> 9 <b>Q</b> And when you say "this," are you talking about 10 the report or the answers to the requests for 11 admission or both? 12 <b>A I signed papers for requests for admission.</b> 13 <b>Q</b> Okay. So you saw this answer before? 14 <b>A I don't --</b> 15 <b>Q</b> Do you know whether the records identified here 16 as Bates Stamp 1683 to 2199 -- 17 <b>A Okay.</b> 18 <b>Q</b> -- in that answer contain -- excuse me, whether 19 this report contains any additional information 20 that wasn't contained in those records? Do you 21 know as you sit here? 22 <b>A I don't.</b> 23 <b>Q</b> Okay. And you never compared the two before 24 this answer was provided to the defendants, 25 true?</p>

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<p style="text-align: right;">Page 173</p> <p>1 <b>A True.</b></p> <p>2 Q Because you've never even done that as we sit</p> <p>3 here today, fair?</p> <p>4 <b>A Fair.</b></p> <p>5 Q Now, at the end of that answer, it states,</p> <p>6 "Plaintiff further states," and by "plaintiff"</p> <p>7 that means you, right?</p> <p>8 <b>A Yeah.</b></p> <p>9 Q "Plaintiff further states that this additional</p> <p>10 information and analysis is largely, if not</p> <p>11 entirely, cut and pasted boilerplate and denies</p> <p>12 that this report was necessary or justified the</p> <p>13 \$150 that she was charged for it."</p> <p>14 Did I read that correctly?</p> <p>15 <b>A Yes.</b></p> <p>16 Q Is that what you're claiming?</p> <p>17 <b>A Yeah.</b></p> <p>18 Q Was that a yes?</p> <p>19 <b>A Yes.</b></p> <p>20 Q Okay. Now, how is it that you're claiming that</p> <p>21 if you never compared the two?</p> <p>22 <b>A Well, I know -- well, I know they were getting</b></p> <p>23 <b>records.</b></p> <p>24 Q Okay. But what this says is that the report</p> <p>25 from Dr. Floros, which is the exhibit here in</p>	<p style="text-align: right;">Page 175</p> <p>1 Exhibit 6, can you read that last sentence to</p> <p>2 us.</p> <p>3 <b>A Plaintiff objects to this --</b></p> <p>4 Q I'm sorry. Exhibit 6. The one you're holding.</p> <p>5 <b>A Oh.</b></p> <p>6 Q Last sentence.</p> <p>7 <b>A "In my opinion, based upon reasonable</b></p> <p>8 <b>chiropractic probability, the injuries Thera</b></p> <p>9 <b>Reid sustained were due to the motor vehicle</b></p> <p>10 <b>accident and the treatments rendered thus far</b></p> <p>11 <b>have been a necessity as a result."</b></p> <p>12 Q Do you know whether that was cut and pasted</p> <p>13 from anywhere else?</p> <p>14 <b>A No.</b></p> <p>15 Q Okay. If you look up a little bit before that,</p> <p>16 it talks about a study being published in the</p> <p>17 Journal of Bone and Joint Surgery.</p> <p>18 Do you see that?</p> <p>19 <b>A Yes.</b></p> <p>20 Q Do you know if that was cut and pasted from</p> <p>21 your medical records?</p> <p>22 <b>A Not from my records.</b></p> <p>23 Q Okay. And a little further above that, there's</p> <p>24 a paragraph that starts "The time needed for</p> <p>25 injured soft tissue to heal."</p>
<p style="text-align: right;">Page 174</p> <p>1 front of you.</p> <p>2 <b>A Okay.</b></p> <p>3 Q "Is largely, if not entirely, cut and pasted</p> <p>4 boilerplate."</p> <p>5 <b>A Okay. What is that?</b></p> <p>6 Q Okay. That's what I'm asking you. What did</p> <p>7 you mean by "boilerplate"?</p> <p>8 <b>A I don't know.</b></p> <p>9 Q Okay. Those weren't words that you authorized,</p> <p>10 were they?</p> <p>11 <b>A No.</b></p> <p>12 Q And can you look at Defendants' Exhibit 6 now.</p> <p>13 Do you know what boilerplate means?</p> <p>14 <b>A No.</b></p> <p>15 Q Okay. So there is nothing in Exhibit 6 that</p> <p>16 you can identify as boilerplate, is there?</p> <p>17 <b>A I don't even know what the heck -- what that</b></p> <p>18 <b>is.</b></p> <p>19 Q Now, you know what cut and paste means, don't</p> <p>20 you?</p> <p>21 <b>A Yes.</b></p> <p>22 Q And what does that mean to you?</p> <p>23 <b>A It's taken out of one sentence, cut out of one</b></p> <p>24 <b>place and pasted into something else.</b></p> <p>25 Q Okay. If you look at the very last sentence of</p>	<p style="text-align: right;">Page 176</p> <p>1 Do you see that?</p> <p>2 <b>A Uh-huh, yes.</b></p> <p>3 Q And do you know whether that was cut and pasted</p> <p>4 from your medical records?</p> <p>5 <b>A Not from my records.</b></p> <p>6 Q Okay. Well, do you think it was cut and pasted</p> <p>7 from anywhere, or you don't know?</p> <p>8 <b>A I don't know. It could have been.</b></p> <p>9 Q And further down on that paragraph, it talks</p> <p>10 about the "Quebec Task Force."</p> <p>11 Do you see that?</p> <p>12 <b>A Yeah.</b></p> <p>13 Q Okay. Did you ever talk to Dr. Floros about</p> <p>14 the Quebec Task Force?</p> <p>15 <b>A I've never seen this. How do I know about the</b></p> <p>16 <b>Quebec Task Force?</b></p> <p>17 Q I'm just saying did he talk to you about it?</p> <p>18 <b>A No.</b></p> <p>19 Q And this is information that Matt told you,</p> <p>20 your attorney told you they were providing to</p> <p>21 Allstate to help get a settlement for you,</p> <p>22 correct?</p> <p>23 <b>A I've never heard of the Quebec Task Force.</b></p> <p>24 Q Well, that's fine. I'm talking about this</p> <p>25 report and the opinions that Dr. Floros put in</p>

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<p style="text-align: right;">Page 177</p> <p>1 here. You understood that Dr. Floros' opinions</p> <p>2 were one of the things that were helping you</p> <p>3 get a settlement from Allstate, correct?</p> <p>4 <b>A Yes.</b></p> <p>5 <b>Q</b> And do you know how long it took Dr. Floros to</p> <p>6 prepare this?</p> <p>7 <b>A He didn't see me very often, but no.</b></p> <p>8 <b>Q</b> Okay. That wasn't the question. The question</p> <p>9 was --</p> <p>10 <b>A Well, I answered it.</b></p> <p>11 <b>Q</b> -- do you know how long it took him --</p> <p>12 <b>A No.</b></p> <p>13 <b>Q</b> -- to prepare this?</p> <p>14 Do you know how long he spent reviewing</p> <p>15 any research before he wrote this?</p> <p>16 <b>A No.</b></p> <p>17 <b>Q</b> Do you know how long he spent reviewing your</p> <p>18 medical records before this?</p> <p>19 <b>A No.</b></p> <p>20 <b>Q</b> If we go up at the top, you'd agree that that's</p> <p>21 the correct patient name?</p> <p>22 <b>A Yes.</b></p> <p>23 <b>Q</b> It's the correct date of the injury?</p> <p>24 <b>A Yes.</b></p> <p>25 <b>Q</b> The correct medical provider?</p>	<p style="text-align: right;">Page 179</p> <p>1 the motor vehicle accident."</p> <p>2 Is that true?</p> <p>3 <b>A Yes.</b></p> <p>4 <b>Q</b> Okay. "She had sleepless nights following the</p> <p>5 motor vehicle accident."</p> <p>6 Is that true?</p> <p>7 <b>A Still do.</b></p> <p>8 <b>Q</b> "She described the pain as being constant,</p> <p>9 dull, burning and sharp."</p> <p>10 Are those words you used?</p> <p>11 <b>A Yes.</b></p> <p>12 <b>Q</b> "Ranges of motion were restricted throughout</p> <p>13 her spine as a result of pain, muscle spasms,</p> <p>14 intersegmental swelling and joint dysfunction."</p> <p>15 Did I read that correctly?</p> <p>16 <b>A Yes.</b></p> <p>17 <b>Q</b> "She was forced to modify her daily activities</p> <p>18 to accommodate her high pain levels."</p> <p>19 Was that true?</p> <p>20 <b>A Still is.</b></p> <p>21 <b>Q</b> Okay. And there were several diagnoses that he</p> <p>22 put on there then, correct?</p> <p>23 <b>A Yes.</b></p> <p>24 <b>Q</b> And it went on and talked about the treatment</p> <p>25 for you which included light spinal</p>
<p style="text-align: right;">Page 178</p> <p>1 <b>A Yes.</b></p> <p>2 <b>Q</b> Okay. And the patient's description of pain,</p> <p>3 "Thera Reid presented to Akron Square</p> <p>4 Chiropractic following a motor vehicle accident</p> <p>5 with symptoms of moderate to severe spinal soft</p> <p>6 tissue injury."</p> <p>7 Do you see that?</p> <p>8 <b>A Yes.</b></p> <p>9 <b>Q</b> And that's what they were treating you for,</p> <p>10 correct?</p> <p>11 <b>A Actually, they were treating me for shoulder</b></p> <p>12 <b>injury.</b></p> <p>13 <b>Q</b> Well, we'll get there in a second. It says</p> <p>14 "soft tissue injury," it doesn't describe where</p> <p>15 yet, but it was a soft tissue injury.</p> <p>16 Do you know what that means or not?</p> <p>17 <b>A Yes, I know what that means.</b></p> <p>18 <b>Q</b> And that's what they were treating you for,</p> <p>19 correct?</p> <p>20 <b>A Yeah.</b></p> <p>21 <b>Q</b> The next line, "She presented with most pain</p> <p>22 through her entire spine and right shoulder."</p> <p>23 That's an accurate description, isn't it?</p> <p>24 <b>A Yes.</b></p> <p>25 <b>Q</b> "Her joint pain was relentless as a result of</p>	<p style="text-align: right;">Page 180</p> <p>1 manipulation, mechanical traction and a number</p> <p>2 of other things, true?</p> <p>3 <b>A Yes.</b></p> <p>4 <b>Q</b> And those are things that you received, right?</p> <p>5 <b>A Yes.</b></p> <p>6 <b>Q</b> Okay. And so are you saying that \$150 is too</p> <p>7 much for Dr. Floros to review your medical</p> <p>8 records, come to chiropractic opinions to a</p> <p>9 reasonable degree of certainty or probability</p> <p>10 and prepare this report? Are you saying \$150</p> <p>11 is too much?</p> <p>12 <b>A I didn't see him very often.</b></p> <p>13 <b>Q</b> That wasn't the question.</p> <p>14 <b>A I know that wasn't the question, but I'm</b></p> <p>15 <b>telling you my answer, sir.</b></p> <p>16 <b>Q</b> Okay. Well, you're saying --</p> <p>17 <b>A And it's a little bit longer than a yes or no,</b></p> <p>18 <b>please.</b></p> <p>19 <b>Q</b> Go ahead. Actually go ahead.</p> <p>20 <b>A Thank you.</b></p> <p>21 <b>Q</b> Take your time.</p> <p>22 <b>A Thank you.</b></p> <p>23 <b>Q</b> Go at it.</p> <p>24 <b>A Thank you.</b></p> <p>25 <b>Q</b> You have the floor.</p>

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<p>1 A Thank you very much.</p> <p>2 Q You're welcome.</p> <p>3 A I didn't see him but a couple of times.</p> <p>4 Q Okay.</p> <p>5 A So yes, honestly I do think \$150 is a little</p> <p>6 much to go in and write out a report.</p> <p>7 Q Really?</p> <p>8 A When all's I did was go in and see him and he</p> <p>9 just wrote out a prescription for pain meds,</p> <p>10 yes, really.</p> <p>11 Q Okay. Thank you. Do you know what this report</p> <p>12 was used for?</p> <p>13 A Yes.</p> <p>14 Q What was it used for?</p> <p>15 A For them, KNR.</p> <p>16 Q Excuse me?</p> <p>17 A To get me this little bit of money.</p> <p>18 Q Okay. It was used to help settle your case,</p> <p>19 fair?</p> <p>20 A Yeah.</p> <p>21 Q Okay. And so how much do you think a</p> <p>22 chiropractor or a health care provider should</p> <p>23 charge to prepare a detailed report like this</p> <p>24 to help you get a settlement?</p> <p>25 A Well, sir, when you've got a thousand dollars</p>	<p>1 in parenthesis.</p> <p>2 Do you see that?</p> <p>3 A Oh, yeah.</p> <p>4 Q And then 4,500 was the amount that they were</p> <p>5 actually paying to him though, correct?</p> <p>6 A Yes.</p> <p>7 Q So this was for your actual chiropractic</p> <p>8 treatment; when you add up all the visits and</p> <p>9 how much they charged for the visits, it was</p> <p>10 \$5,025, correct?</p> <p>11 A Okay.</p> <p>12 Q Correct, ma'am?</p> <p>13 A Okay, yes.</p> <p>14 Q And in fact, KNR was able to negotiate \$525 off</p> <p>15 of that bill, correct?</p> <p>16 A I don't know.</p> <p>17 Q Well, they only paid them 4,500, correct?</p> <p>18 A That's how much they took that day you said.</p> <p>19 Q Okay. Do you know whether they ever paid Akron</p> <p>20 Square Chiropractic anything else?</p> <p>21 A No, I do not.</p> <p>22 Q And you don't owe Akron Square Chiropractic</p> <p>23 practice as you sit here, do you?</p> <p>24 A I haven't received a bill.</p> <p>25 Q Okay. So if they negotiated a discount of \$525</p>
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<p>1 down here for Akron Square Chiropractic,</p> <p>2 5,000-some-odd dollars, and then you've got up</p> <p>3 here, come on, really?</p> <p>4 Q That really wasn't my question though. I'll</p> <p>5 ask my question again in a second.</p> <p>6 A I know what you were --</p> <p>7 Q I'll go to where you were --</p> <p>8 A I know what you were asking. You were saying</p> <p>9 how much do you think they should be, you know.</p> <p>10 Q Do you know if you could have got a settlement</p> <p>11 from Allstate without this report?</p> <p>12 A No, I don't.</p> <p>13 Q Okay.</p> <p>14 A And if I -- it would have probably been what</p> <p>15 Richard got, \$3,000.</p> <p>16 Q So if you got more than \$150 extra from</p> <p>17 Allstate because of this report, aren't you</p> <p>18 glad that they prepared it?</p> <p>19 A In some way, yeah.</p> <p>20 Q Okay. Now, you did mention though about the</p> <p>21 two charges, so let's look back at Defendants'</p> <p>22 Exhibit 5, ma'am, if you could please remove</p> <p>23 that and look at Exhibit 5 again.</p> <p>24 Okay. Now, on Exhibit 5 you noted the</p> <p>25 Akron Square Chiropractic bill that was \$5,025</p>	<p>1 off that bill, that's 525 extra dollars that</p> <p>2 went in your pocket, true?</p> <p>3 A If they negotiated it, yes.</p> <p>4 Q If so you look at the top, the 150 for this</p> <p>5 report, would you have rather had them</p> <p>6 negotiate 520 off and pay the 150 or would you</p> <p>7 have rather paid the whole 5,025?</p> <p>8 A I guess I would have rather negotiated.</p> <p>9 Q Okay. And so if we look back now at the</p> <p>10 interrogatory or request for admissions answer,</p> <p>11 and you say that you "deny the report was</p> <p>12 necessary."</p> <p>13 Okay. Why do you deny that this report</p> <p>14 was necessary?</p> <p>15 A I didn't say it was nec --</p> <p>16 Q Do you believe it was necessary?</p> <p>17 A I'm looking at it and -- I don't know.</p> <p>18 Q Okay.</p> <p>19 A I just -- I don't know.</p> <p>20 Q And you have no idea what a reasonable charge</p> <p>21 from a chiropractor is for reports setting</p> <p>22 forth opinions like this, is that true?</p> <p>23 A That's true.</p> <p>24 Q Okay. Why then are you saying the \$150 is too</p> <p>25 much for this report?</p>

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<p style="text-align: right;">Page 209</p> <p>1 A Like I said earlier.</p> <p>2 Q I'm sorry?</p> <p>3 A I don't know.</p> <p>4 Q Okay. What do you mean by "coerce"?</p> <p>5 A After I talked to Akron Square, I felt like I</p> <p>6 really didn't have -- well, I know I had</p> <p>7 another choice. I know there was other people</p> <p>8 out there, other lawyers out there, but after I</p> <p>9 talked to Akron Square, it was like "Don't talk</p> <p>10 to anybody else. We want to help you out.</p> <p>11 Don't talk to any other lawyers. Come to us."</p> <p>12 Q Wait, wait, wait. Who said "don't talk to any</p> <p>13 other lawyers"?</p> <p>14 A Whoever I talked to on the phone with Akron</p> <p>15 Square.</p> <p>16 Q Okay. You're not saying KNR said "don't talk</p> <p>17 to any other lawyers," are you?</p> <p>18 Are you, ma'am?</p> <p>19 A Eventually when I signed on, I wasn't supposed</p> <p>20 to but...</p> <p>21 Q What do you mean you weren't "supposed to"?</p> <p>22 A You can't talk to nobody else.</p> <p>23 Q Okay. Well, you understand what they meant was</p> <p>24 they told you don't talk to other people about</p> <p>25 this lawsuit because those are the types of</p>	<p style="text-align: right;">Page 211</p> <p>1 What do you mean by "conflicted legal</p> <p>2 representation"?</p> <p>3 A I was conflicted. I was in a vulnerable spot.</p> <p>4 Q And that's what you mean by "conflicted legal</p> <p>5 representation"?</p> <p>6 A Exactly. I was vulnerable.</p> <p>7 Q Because of?</p> <p>8 A Because I was in a motorcycle wreck. I just</p> <p>9 went seven, ten feet in the air, thrown down on</p> <p>10 Arlington, broke my shoulder, got a concussion,</p> <p>11 and here I am going through numerous crap with</p> <p>12 attorneys.</p> <p>13 Q Numerous crap?</p> <p>14 A It seemed like it with me, yes.</p> <p>15 Q Now, you voluntarily went to Akron Square,</p> <p>16 correct?</p> <p>17 A Yes, I did.</p> <p>18 Q You voluntarily got on the phone with KNR?</p> <p>19 A Yes, I did.</p> <p>20 Q You knew --</p> <p>21 A It was voluntarily, yes, I did, but it was</p> <p>22 still stressful for me.</p> <p>23 Q Okay. Stressful is a little different than</p> <p>24 conflicted legal representation. So you're</p> <p>25 saying conflicted means --</p>
<p style="text-align: right;">Page 210</p> <p>1 things that down the road if you talked to</p> <p>2 somebody about a lawsuit like you talked to</p> <p>3 your mom, we can go ask your mom questions</p> <p>4 about it. Matt explained that to you, correct?</p> <p>5 A I --</p> <p>6 Q He explained that to you, didn't he?</p> <p>7 A He may have.</p> <p>8 Q Okay. And never once did Matt or any other</p> <p>9 lawyer or anybody else at KNR tell you that you</p> <p>10 weren't able to consult with any other lawyers,</p> <p>11 did they?</p> <p>12 A I wasn't supposed to be talking with any</p> <p>13 lawyers.</p> <p>14 Q You're telling me that Matt told you you can't</p> <p>15 talk to any lawyers? Now, I understand if a</p> <p>16 lawyer from the guy who hit you called or if a</p> <p>17 lawyer from the insurance company called, but</p> <p>18 you're not saying Matt told you not to talk to</p> <p>19 any lawyers for your own benefit, are you?</p> <p>20 A I don't -- no.</p> <p>21 Q Okay.</p> <p>22 A Let's get this over with.</p> <p>23 Q And it says further on here, that they coerced</p> <p>24 you into "accepting a conflicted legal</p> <p>25 representation."</p>	<p style="text-align: right;">Page 212</p> <p>1 A But I was still vulnerable.</p> <p>2 Q Okay.</p> <p>3 A It was chaos.</p> <p>4 Q So the conflict you're talking about is the</p> <p>5 fact that you were vulnerable?</p> <p>6 A Yeah, it was chaos.</p> <p>7 Q Okay.</p> <p>8 A It was conflicting. It was chaos.</p> <p>9 MR. PATTAKOS: Tom, it's been</p> <p>10 16 minutes now.</p> <p>11 MR. MANNION: Okay. One</p> <p>12 second. We're still on this paragraph.</p> <p>13 Q And then it states they charged you a</p> <p>14 "fraudulent narrative fee," and that's the 150</p> <p>15 you're referring to?</p> <p>16 A Yes.</p> <p>17 Q Okay. What is fraudulent about that narrative</p> <p>18 fee?</p> <p>19 A Like I said, I don't think he should have</p> <p>20 charged me that much for a report.</p> <p>21 Q So you disagree with the price of a report and</p> <p>22 call that fraudulent?</p> <p>23 A Yes, I do.</p> <p>24 Q Okay. Anything else about it that you believe</p> <p>25 was fraudulent for the narrative fee? I mean,</p>

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<p>1 you see he actually did the narrative, correct?</p> <p>2 <b>A Yeah.</b></p> <p>3 Q So what about it other than the fact you think</p> <p>4 it was too much do you think was fraudulent?</p> <p>5 <b>A Well, who knows if it wasn't cut and pasted?</b></p> <p>6 Q Well, you do not know, do you?</p> <p>7 <b>A No. Do you?</b></p> <p>8 Q Hey, I do actually. I do.</p> <p>9 <b>A Really?</b></p> <p>10 Q Yes.</p> <p>11 <b>A Okay.</b></p> <p>12 Q Now, why would you allege something is</p> <p>13 fraudulent if you don't know if it's true or</p> <p>14 not?</p> <p>15 <b>A Didn't look real to me, to be honest.</b></p> <p>16 Q Well, my point is at the time this complaint</p> <p>17 was filed, you had never seen the report?</p> <p>18 <b>A No, I didn't.</b></p> <p>19 Q So how would you know it was fraudulent?</p> <p>20 <b>A Because that's an awful lot of doggone money to</b></p> <p>21 <b>charge for a frigging report.</b></p> <p>22 Q Okay. Anything else about it that you think</p> <p>23 was fraudulent?</p> <p>24 <b>A No.</b></p> <p>25 Q So you think it was too much doggone money to</p>	<p>1 <b>A No.</b></p> <p>2 Q It would depend on how much care they received?</p> <p>3 <b>A Right.</b></p> <p>4 Q How long the report was, correct?</p> <p>5 <b>A Right.</b></p> <p>6 Q How much time was spent on the report?</p> <p>7 <b>A Right, their injuries.</b></p> <p>8 Q It would be different for every patient?</p> <p>9 <b>A Right, right.</b></p> <p>10 Q Different for every client?</p> <p>11 <b>A Right.</b></p> <p>12 Q You'd have to ask the chiropractor or whoever</p> <p>13 provided the report about each and every one of</p> <p>14 those patients to know whether that particular</p> <p>15 patient received value for \$150 for that</p> <p>16 report, true?</p> <p>17 <b>A I'd say yes.</b></p> <p>18 Q Okay. And that would be the same with the \$50</p> <p>19 for an investigator, you'd have to see what the</p> <p>20 investigator did in each and every case to know</p> <p>21 whether it was worth \$50, true?</p> <p>22 <b>A Yes.</b></p> <p>23 Q To do that, you'd have to talk to and look at</p> <p>24 everything the investigator did in a particular</p> <p>25 case, correct?</p>
Page 214	Page 216
<p>1 pay for a report that you had never seen before</p> <p>2 and that's what you mean by "fraudulent</p> <p>3 narrative fee"?</p> <p>4 <b>A Yes.</b></p> <p>5 Q Okay.</p> <p>6 MR. MANNION: We can take a</p> <p>7 break.</p> <p>8 MR. PATTAKOS: Thanks.</p> <p>9 THE VIDEOGRAPHER: Off the record.</p> <p>10 The time is 4:12.</p> <p>11 - - - - -</p> <p>12 (Recess was had.)</p> <p>13 - - - - -</p> <p>14 THE VIDEOGRAPHER: Back on the</p> <p>15 record. The time is 4:25.</p> <p>16 Q We were talking about the narrative fee, and</p> <p>17 one of the things you told me, if I heard you</p> <p>18 correctly, is that \$150 was too much and it</p> <p>19 should have been more in the 80 or \$85 range.</p> <p>20 Do you recall that?</p> <p>21 <b>A Yes.</b></p> <p>22 Q Okay. Now, as far as how much that narrative</p> <p>23 fee is worth to anybody else's case, any other</p> <p>24 clients of KNR, you don't know how much it's</p> <p>25 worth to them, do you?</p>	<p>1 <b>A Yes.</b></p> <p>2 Q Okay. And you don't know how much time</p> <p>3 Dr. Floros or any other chiropractor put into</p> <p>4 any narrative report for any other client, do</p> <p>5 you?</p> <p>6 <b>A No.</b></p> <p>7 Q We'd have to look at each one of those cases</p> <p>8 separately, fair?</p> <p>9 <b>A Fair.</b></p> <p>10 Q You don't know how much value any of the</p> <p>11 insurance companies put value wise on those</p> <p>12 reports for anybody's case, do you?</p> <p>13 <b>A No, I don't.</b></p> <p>14 Q You'd have to ask every individual claims</p> <p>15 examiner how much value they put on that</p> <p>16 report?</p> <p>17 <b>A Yes.</b></p> <p>18 Q Do you know how many people received these</p> <p>19 narrative reports?</p> <p>20 <b>A In this class action?</b></p> <p>21 Q Yes.</p> <p>22 <b>A I think there are four or five of us.</b></p> <p>23 Q Okay. But do you know for the people that</p> <p>24 you're saying where you are the class</p> <p>25 representative, do you know how many people are</p>

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<p style="text-align: right;">Page 237</p> <p>1 sit here, you don't recall the date, correct?</p> <p>2 <b>A Not the exact date.</b></p> <p>3 Q Okay. What's your best estimate of the date as</p> <p>4 you sit here?</p> <p>5 <b>A I don't remember.</b></p> <p>6 Q Okay. If you turn the page, it says "Ms. Reid</p> <p>7 first contacted plaintiffs' counsel on March</p> <p>8 27, 2017 by telephone after having read about</p> <p>9 the case in the news."</p> <p>10 Did I read that correctly?</p> <p>11 <b>A Where are you?</b></p> <p>12 Q The answer to Interrogatory Number 26.</p> <p>13 <b>A I was just there.</b></p> <p>14 <b>Oh, yeah, yes.</b></p> <p>15 Q Okay. And by reading about the case in the</p> <p>16 news, what you mean is going to the Chandra</p> <p>17 link that then took you to the newspaper</p> <p>18 article?</p> <p>19 <b>A Yes.</b></p> <p>20 Q And if it wasn't for that link being on</p> <p>21 Facebook and you clicking on it, you would not</p> <p>22 be here as a plaintiff against my clients right</p> <p>23 now, fair?</p> <p>24 <b>A Probably not. I don't think I would have found</b></p> <p>25 <b>it.</b></p>	<p style="text-align: right;">Page 239</p> <p>1 Q You don't know one way or another?</p> <p>2 <b>A Exactly, and I never will.</b></p> <p>3 Q And you never had to give a deposition in the</p> <p>4 underlying case, did you, the accident case</p> <p>5 where Allstate paid you?</p> <p>6 <b>A No, I did not.</b></p> <p>7 Q Okay. A lawsuit wasn't even filed, was it?</p> <p>8 <b>A No.</b></p> <p>9 Q You were able to get that recovery without any</p> <p>10 of the things that are happening in this case</p> <p>11 like video discovery and complaints and all</p> <p>12 that, correct?</p> <p>13 <b>A Right.</b></p> <p>14 Q And you're glad for that, aren't you?</p> <p>15 <b>A Yeah.</b></p> <p>16 Q I mean, do you know if Allstate had hired a</p> <p>17 lawyer to defend the case against you that they</p> <p>18 would have looked into all the care and</p> <p>19 treatment and your background? Do you know</p> <p>20 that?</p> <p>21 <b>A Yes.</b></p> <p>22 Q And if they did all that, do you know whether</p> <p>23 they would have agreed to pay 45,000?</p> <p>24 <b>A I don't know.</b></p> <p>25 Q Okay. Now, KNR, and when I say "KNR," I'm</p>
<p style="text-align: right;">Page 238</p> <p>1 Q And you would have gone on and not had any</p> <p>2 stress at all about this \$150, true?</p> <p>3 <b>A Probably not.</b></p> <p>4 Q So would you have rather have had KNR pay the</p> <p>5 150 out of their own pocket, but not waive the</p> <p>6 \$333 from the thousand dollar MedPay?</p> <p>7 <b>A No.</b></p> <p>8 Q They treated you fairly, didn't they, ma'am?</p> <p>9 <b>A I guess to an extent.</b></p> <p>10 Q Well, other than the \$150 fee that you think</p> <p>11 should have been 85, was there anything else</p> <p>12 that KNR or their attorney did that you think</p> <p>13 was unfair to you?</p> <p>14 <b>A No.</b></p> <p>15 Q Okay. Are you claiming that some other lawyer</p> <p>16 somehow could have got more money for you?</p> <p>17 <b>A You know, I don't even know.</b></p> <p>18 Q Okay. So you're not making that claim, are</p> <p>19 you?</p> <p>20 <b>A No, I'm not because I don't even know. I never</b></p> <p>21 <b>went to another lawyer and talked to them.</b></p> <p>22 Q Okay.</p> <p>23 <b>A I should have, but I didn't.</b></p> <p>24 Q They may not have got as much for you?</p> <p>25 <b>A It's a possibility.</b></p>	<p style="text-align: right;">Page 240</p> <p>1 including the lawyers there, Matt Walker or any</p> <p>2 of the others, they never pressured you into</p> <p>3 unwanted medical care, did they?</p> <p>4 <b>A No.</b></p> <p>5 Q They never pressured you into unwanted</p> <p>6 chiropractic care, did they?</p> <p>7 <b>A No.</b></p> <p>8 Q Okay. So if we look at your answer to</p> <p>9 Interrogatory Number 29, and before you told me</p> <p>10 that the conflicted legal representation was</p> <p>11 your own internal conflict because you were</p> <p>12 vulnerable or whatever the words are you used,</p> <p>13 but that's not the answer you gave when you</p> <p>14 were under oath answering these</p> <p>15 interrogatories, is it? Would you agree your</p> <p>16 answer to Interrogatory Number 29 is completely</p> <p>17 different from what you told me before about</p> <p>18 conflicted local representation?</p> <p>19 <b>A Yes.</b></p> <p>20 Q And your answer to Interrogatory Number 29, it</p> <p>21 indicates "pressuring clients into unwanted and</p> <p>22 unneeded chiropractic care."</p> <p>23 And you've already told us they didn't do</p> <p>24 that to you. Do you know anybody they did do</p> <p>25 that too?</p>



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<p style="text-align: right;">Page 241</p> <p>1 A I'm unsure.</p> <p>2 Q Why would you sign something saying that they</p> <p>3 pressured clients into unwanted and unneeded</p> <p>4 chiropractic care if you didn't know?</p> <p>5 A I was talking to my attorney.</p> <p>6 Q Okay. Then it says "Failing to advise clients</p> <p>7 of fraud lawsuits by major insurance companies</p> <p>8 against certain chiropractors."</p> <p>9 What "fraud lawsuits" are you referring</p> <p>10 to?</p> <p>11 A I was talking to my attorney.</p> <p>12 Q No, but which fraud lawsuits are you referring</p> <p>13 to?</p> <p>14 A This one here.</p> <p>15 Q This says "by major insurance companies."</p> <p>16 Are there any insurance companies who are</p> <p>17 party to this case? You can look at the</p> <p>18 complaint again if you want. That's the</p> <p>19 discovery. You can look at Exhibit 4 is the</p> <p>20 Third Amended Complaint and tell me if you see</p> <p>21 any insurance companies who are parties.</p> <p>22 A Oh, for heaven's sake. There's so many in here</p> <p>23 now.</p> <p>24 Q Okay. Go take a look.</p> <p>25 A No. Third parties.</p>	<p style="text-align: right;">Page 243</p> <p>1 Q I'm sorry?</p> <p>2 A Claiming the kick-backs.</p> <p>3 Q That's what the fraud lawsuits are against the</p> <p>4 certain chiropractors?</p> <p>5 A I believe, yes.</p> <p>6 Q Okay. Where were these lawsuits at?</p> <p>7 A I do not know.</p> <p>8 Q What about which insurance companies filed</p> <p>9 them? Do you know?</p> <p>10 A I'm not sure.</p> <p>11 Q Would that have made any difference to your</p> <p>12 case?</p> <p>13 A I'm unsure.</p> <p>14 Q At the top of your answer there, you say "The</p> <p>15 defendants maintain unlawful quid pro quo</p> <p>16 relationships with chiropractors."</p> <p>17 What do you mean by that?</p> <p>18 A Just seems like they have the my-hand-washes-</p> <p>19 your-hand-type relationship.</p> <p>20 Q That's pretty general. What specifically --</p> <p>21 A Okay.</p> <p>22 Q -- is the quid pro quo relationship?</p> <p>23 A I will give you -- I will give you -- oh, my</p> <p>24 goodness gracious.</p> <p>25 Q You understand you're suing my clients and</p>
<p style="text-align: right;">Page 242</p> <p>1 Q Are there any insurance companies listed as</p> <p>2 plaintiffs in that case, in your case?</p> <p>3 A No.</p> <p>4 Q So what fraud lawsuits by major insurance</p> <p>5 companies against certain chiropractors are you</p> <p>6 referring to?</p> <p>7 A I said I was talking to my attorney.</p> <p>8 Q Well, I'm not asking where you got the</p> <p>9 information from. I'm saying what fraud</p> <p>10 lawsuits are you talking about?</p> <p>11 A I don't know.</p> <p>12 Q Do you know of any fraud lawsuits against</p> <p>13 certain chiropractors?</p> <p>14 The answer is no, isn't it?</p> <p>15 A Yes.</p> <p>16 Q Okay. Which "certain chiropractors" are you</p> <p>17 referring to? Do you even know?</p> <p>18 A The only one I would be referring to would be</p> <p>19 the one I'm -- Akron Square.</p> <p>20 Q Okay. And do you have any idea as you sit here</p> <p>21 now what these fraud lawsuits allegedly claim?</p> <p>22 A Oh, my word.</p> <p>23 Q Ma'am, these are your answers. I'm asking what</p> <p>24 you meant by them.</p> <p>25 A Claiming the kick-backs.</p>	<p style="text-align: right;">Page 244</p> <p>1 asking them for money, correct?</p> <p>2 Ma'am?</p> <p>3 A Yes.</p> <p>4 Q In fact, you're asking them for money for all</p> <p>5 sorts of different people that we don't even</p> <p>6 know their names yet, correct?</p> <p>7 A And I am trying my best, okay, I have medical</p> <p>8 conditions and I am trying my best to fight</p> <p>9 through this right now.</p> <p>10 Q Okay. What medical conditions do you have that</p> <p>11 are preventing you or causing you to have to</p> <p>12 fight through this?</p> <p>13 A I don't want to bring that. Just let me deal</p> <p>14 with this, please.</p> <p>15 Q Well, if I was a potential member of the class,</p> <p>16 do you think I'd have a right to know whether</p> <p>17 you have any medical conditions that might</p> <p>18 impact your ability to be my representative?</p> <p>19 THE WITNESS: You might want</p> <p>20 to get another head of the class, Peter.</p> <p>21 Seriously, I'm done.</p> <p>22 MR. PATTAKOS: There are</p> <p>23 plenty of them out there so okay.</p> <p>24 THE WITNESS: I'm done.</p> <p>25 MR. MANNION: Move to strike</p>

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<p style="text-align: right;">Page 249</p> <p>1 Q They probably would have still have required 2 it, right? True? 3 A Yes. 4 Q Are you saying that somehow in Summit County, 5 Ohio that the cost of narrative fees from 6 experts is typically less than 150? 7 A I don't know how much the cost is. 8 Q Okay. If I told you it's usually well in 9 excess of 150, do you have any evidence to 10 contradict that? 11 A No, I don't. Like I said, I don't know how 12 much it is. 13 Q If in fact the average cost for a narrative fee 14 like this to help obtain a settlement is more 15 than \$150, aren't you glad that KNR was able to 16 get it for 150? 17 A Well, if that was the case, but I don't know. 18 Q But as you sit here, you don't know? 19 A Don't know, no. 20 Q And whether a certain client felt pressured 21 into unwanted or unneeded chiropractic care, 22 each of those cases would be different, true? 23 A Yes. 24 Q It's not true in your case, but if it's true in 25 somebody else's, they'd have to look at that</p>	<p style="text-align: right;">Page 251</p> <p>1 Q Any other mental health or medical 2 conditions -- 3 A Yes. 4 Q -- that are causing -- go ahead. 5 A I'm getting there. I have Hashimoto's which is 6 a form of -- it's linked with hypothyroidism. 7 Q What does that cause? 8 A It's -- hypothyroidism? 9 Q No, no, not -- the other thing. 10 A Hashimoto's? It causes the hypothyroidism and 11 goiters. 12 Q Does that cause you problems being a class rep 13 and answering these questions? 14 A No, but the depression would. 15 Q Okay. 16 A But I'm on medication for that, so that levels 17 me out, but I -- that's it. 18 Q Are those the only medical or mental health 19 conditions that you believe are impacting your 20 ability or causing you to have to fight through 21 this? 22 A Just mainly the depression. 23 Q Okay. And what does that cause you that makes 24 this more difficult? 25 A Just stressful.</p>
<p style="text-align: right;">Page 250</p> <p>1 particular case, fair? 2 A Yes. 3 Q And you'd have to do that with each of the 4 potential class members? 5 A Yep. 6 Q Now, again, I want to go back to what are the 7 medical conditions and/or mental health 8 conditions that you're claiming that you have 9 to fight through to do this deposition? 10 A I'm not getting into my mental health. 11 MR. PATTAKOS: I think that 12 would be subject to the protective order, 13 Thera, so I think you can go ahead and answer 14 the question and it will remain confidential 15 within this lawsuit under the protective order 16 that applies. 17 THE WITNESS: You are sure 18 about this? 19 MR. PATTAKOS: Yes. 20 A I have depression. 21 Q Okay. Anything else? 22 A I have hypothyroidism. 23 Q You had both those conditions before this 24 accident, true? 25 A Yes.</p>	<p style="text-align: right;">Page 252</p> <p>1 Q Does it impact your concentration? 2 A Sometimes. 3 Q Does it impact your ability to understand 4 certain issues? 5 A Sometimes. 6 Q Does it cause you sometimes to sort of withdraw 7 from the world or -- 8 A Sometimes. 9 Q Would you want you as a class representative if 10 you were in this class? 11 A Honestly? 12 Q Yes. 13 A No. I'm sorry. 14 Q Okay. And who are you seeing for your 15 depression? 16 A Her name is Laura Kidd. 17 Q K-I-D-D? 18 A Yes. 19 Q Where does she practice? 20 A Access Point on Arlington. 21 Q What are you taking for the depression? 22 A Paxil and Cymbalta. 23 Q Okay. Is there some reason there's a 24 combination? 25 A Because the Paxil wasn't working well enough.</p>

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Pages 285-288

<p style="text-align: right;">Page 285</p> <p>1 <b>A</b> It probably is. It would be my luck. Yes, it</p> <p>2 is.</p> <p>3 <b>Q</b> If you turn to Page 38.</p> <p>4 And do you see Paragraph 138 right above</p> <p>5 that, it has "V Class Allegations"?</p> <p>6 <b>A</b> Yes.</p> <p>7 <b>Q</b> And then you see there's A, B, C and D?</p> <p>8 <b>A</b> Yes.</p> <p>9 <b>Q</b> And do you know which of these you've been</p> <p>10 designated for as the class representative?</p> <p>11 <b>A</b> D.</p> <p>12 <b>Q</b> Okay. Do you know whether you're a member, not</p> <p>13 the representative, but a member of classes A,</p> <p>14 B or C if it's eventually certified as a class?</p> <p>15 <b>A</b> I do not.</p> <p>16 <b>Q</b> Okay. If we now look at the next page, Page</p> <p>17 39.</p> <p>18 And Paragraph 140 alleges that "There's</p> <p>19 common legal or factual issues that affect the</p> <p>20 classes," and then there's some it lists out,</p> <p>21 and if we look at 140, Paragraph 140,</p> <p>22 Subparagraph B, it says for Classes B and D.</p> <p>23 <b>A</b> Okay.</p> <p>24 <b>Q</b> And we just talked about you being the</p> <p>25 potential representative for Class D, correct?</p>	<p style="text-align: right;">Page 287</p> <p>1 "Defendants, as a matter of KNR firm policy,</p> <p>2 directed their clients to treat with certain</p> <p>3 chiropractors regardless of their client's</p> <p>4 preferences or needs."</p> <p>5 Did I read that correctly?</p> <p>6 <b>A</b> Yes.</p> <p>7 <b>Q</b> Okay. They never directed you to treat with</p> <p>8 any specific chiropractor, did they?</p> <p>9 <b>MR. PATTAKOS:</b> Objection.</p> <p>10 <b>Q</b> You've already answered it several times, but</p> <p>11 I'm just making it clear here.</p> <p>12 <b>A</b> It wasn't forceful.</p> <p>13 <b>Q</b> Well, you started treating with them before you</p> <p>14 ever talked to KNR, right? You went to Akron</p> <p>15 Square even before you talked to KNR?</p> <p>16 <b>A</b> Well, I wasn't treating there, but I was there</p> <p>17 at Akron Square, yes, and they put me on the</p> <p>18 phone with KNR.</p> <p>19 <b>Q</b> Okay.</p> <p>20 <b>A</b> But I wasn't getting treated with Akron Square.</p> <p>21 <b>Q</b> So we can go back and look at some of the</p> <p>22 testimony if we need to.</p> <p>23 <b>A</b> No, it's all right.</p> <p>24 <b>Q</b> But would you agree that, and you already told</p> <p>25 us earlier, KNR never directed you to treat</p>
<p style="text-align: right;">Page 286</p> <p>1 <b>A</b> Yes.</p> <p>2 <b>Q</b> So it goes on say what the complaint alleges</p> <p>3 and the common legal or factual issues, and if</p> <p>4 we look at number -- I shouldn't say -- however</p> <p>5 you want to call it, little letter i, do you</p> <p>6 see that on the next page on Page 40?</p> <p>7 <b>A</b> Yes.</p> <p>8 <b>Q</b> "Defendants maintained arrangements with Akron</p> <p>9 Square and other chiropractors from</p> <p>10 Plambeck-owned clinics 'the chiropractors' by</p> <p>11 which defendants and Akron Square split certain</p> <p>12 marketing costs to target clients for both KNR</p> <p>13 and the chiropractors."</p> <p>14 Now, you have no idea whether that's</p> <p>15 true, do you?</p> <p>16 <b>A</b> I do not know.</p> <p>17 <b>Q</b> Okay. In ii, you allege as one of the</p> <p>18 plaintiffs and potential class representative</p> <p>19 that the chiropractor's representatives, their</p> <p>20 actions were to circumvent the Ohio rules of</p> <p>21 professional conduct.</p> <p>22 You don't know whether that's true, do</p> <p>23 you?</p> <p>24 <b>A</b> I was relying on my attorney.</p> <p>25 <b>Q</b> Okay. And iii on Page 40 indicates</p>	<p style="text-align: right;">Page 288</p> <p>1 with any certain chiropractor, true?</p> <p>2 <b>A</b> True.</p> <p>3 <b>Q</b> Okay. And for us to determine whether KNR</p> <p>4 directed any of their clients to treat with any</p> <p>5 certain chiropractor, we'd have to look at each</p> <p>6 of those cases separately, wouldn't we?</p> <p>7 <b>A</b> Yes.</p> <p>8 <b>Q</b> We'd have to talk to the lawyers and paralegals</p> <p>9 at --</p> <p>10 <b>A</b> Yes, you would.</p> <p>11 <b>Q</b> You'd have to talk to the separate lawyers or</p> <p>12 paralegals who interacted with those clients?</p> <p>13 <b>A</b> Yes.</p> <p>14 <b>Q</b> Okay. In v, it talks about the narrative fee</p> <p>15 being paid as a way to "reward certain</p> <p>16 chiropractors."</p> <p>17 Now, you don't expect chiropractors to</p> <p>18 write narrative reports for free, do you?</p> <p>19 <b>A</b> I wouldn't say for free.</p> <p>20 <b>Q</b> And you have no idea as to whether KNR has a</p> <p>21 policy or doesn't have a policy regarding</p> <p>22 narrative fees in order to reward</p> <p>23 chiropractors, do you?</p> <p>24 <b>A</b> I was just like I said earlier, I was going --</p> <p>25 <b>Q</b> On your attorney?</p>

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<p style="text-align: right;">Page 289</p> <p>1 <b>A Yes.</b></p> <p>2 Q Okay. Now, it says "Defendants received</p> <p>3 kick-backs."</p> <p>4 Which defendants received kick-backs?</p> <p>5 <b>A It would be the five of us.</b></p> <p>6 Q Okay. Well, this is defendants received the</p> <p>7 kick-backs, not plaintiffs.</p> <p>8 <b>A Okay. Well, oh the defendants, that would be</b></p> <p>9 <b>the KNR.</b></p> <p>10 Q Okay. And you're saying --</p> <p>11 <b>A Other benefits. Wait a minute.</b></p> <p>12 Q Yep.</p> <p>13 <b>A Yeah, that would be.</b></p> <p>14 Q Okay. So let me ask you this. You're saying</p> <p>15 that KNR received a kick-back for referring</p> <p>16 cases to the chiropractors?</p> <p>17 <b>A That's the only way I would see it.</b></p> <p>18 Q I'm sorry?</p> <p>19 <b>A That's the way I see it.</b></p> <p>20 Q That's the way you read that you mean?</p> <p>21 <b>A Yes.</b></p> <p>22 Q Okay. But you don't have any evidence of any</p> <p>23 kick-backs that KNR received, do you?</p> <p>24 <b>A I'm going on my attorney.</b></p> <p>25 Q Okay. So when it says, "And other benefits in</p>	<p style="text-align: right;">Page 291</p> <p>1 Q And that's because whether your treatment with</p> <p>2 Akron Square was detrimental or beneficial to</p> <p>3 your case has nothing to do with whether it was</p> <p>4 beneficial or detrimental to somebody else's</p> <p>5 case, true?</p> <p>6 <b>A True.</b></p> <p>7 Q Okay.</p> <p>8 MR. PATTAKOS: Seven minutes</p> <p>9 here, Tom.</p> <p>10 MR. MANNION: Wow, time</p> <p>11 flies.</p> <p>12 Q By the way, actually, go back to Paragraph 76.</p> <p>13 <b>A Okay.</b></p> <p>14 Q On Page 22. Tell me when you're there.</p> <p>15 <b>A I'm here.</b></p> <p>16 Q Okay. Now, in this paragraph, you are alleging</p> <p>17 that you only received \$12,349.70 of the total</p> <p>18 amount that KNR recovered on your behalf,</p> <p>19 correct?</p> <p>20 <b>A Yes.</b></p> <p>21 Q And as we talked about, that's not accurate, is</p> <p>22 it?</p> <p>23 <b>A As you say.</b></p> <p>24 Q Well, we already looked at you actually</p> <p>25 received over 21,000, true?</p>
<p style="text-align: right;">Page 290</p> <p>1 exchange for referring cases," do you know what</p> <p>2 "and other benefits" means or are you relying</p> <p>3 on your attorney?</p> <p>4 <b>A I'm relying on my attorney.</b></p> <p>5 Q Okay. Now, lower case viii, "Defendants knew</p> <p>6 that advising their clients to treat with the</p> <p>7 chiropractors would be detrimental to their</p> <p>8 clients' cases due to various fraud lawsuits by</p> <p>9 major insurance carriers against the owner of</p> <p>10 the chiropractic clinics."</p> <p>11 Did I read that correctly?</p> <p>12 <b>A Yes.</b></p> <p>13 Q Now, you have no evidence whatsoever that</p> <p>14 treating with Dr. Floros or Akron Square was</p> <p>15 detrimental to your case, do you?</p> <p>16 MR. PATTAKOS: Objection.</p> <p>17 <b>A I have no idea.</b></p> <p>18 Q Okay. And if we wanted to find out whether or</p> <p>19 not treating with a chiropractor was</p> <p>20 detrimental to any specific client's case, we'd</p> <p>21 have to look at all those cases separately to</p> <p>22 determine that?</p> <p>23 MR. PATTAKOS: Objection.</p> <p>24 Q True?</p> <p>25 <b>A I would say, yes.</b></p>	<p style="text-align: right;">Page 292</p> <p>1 <b>A Then I had to pay back that 3,000, but okay,</b></p> <p>2 <b>yes.</b></p> <p>3 Q You received over \$21,000, true?</p> <p>4 <b>A Yeah.</b></p> <p>5 Q And although I disagree with you saying to take</p> <p>6 3,000 off of it, but even if you took 3,000 off</p> <p>7 of it, you would have received over 18,000, but</p> <p>8 in this complaint that's put for the public to</p> <p>9 see, you put you only received 12,000, true?</p> <p>10 <b>A Yes.</b></p> <p>11 Q Are you going to amend that and change that to</p> <p>12 be truthful and accurate?</p> <p>13 <b>A I can do that.</b></p> <p>14 Q Okay. And then it says that KNR recovered</p> <p>15 \$48,720 on your behalf. That's not accurate</p> <p>16 either, is it?</p> <p>17 <b>A Okay. How much did they recover then?</b></p> <p>18 Q Well, there was a 45,000 settlement, correct?</p> <p>19 <b>A Okay.</b></p> <p>20 Q And there was a thousand medical payment,</p> <p>21 correct?</p> <p>22 <b>A Well, they didn't really recover that for me.</b></p> <p>23 <b>They gave it to me, but okay.</b></p> <p>24 Q Well, your words here, "KNR recovered." My</p> <p>25 point is the 48,720 isn't the correct amount,</p>

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<p style="text-align: right;">Page 293</p> <p>1 it should be 46,500, true?</p> <p>2 <b>A Yes.</b></p> <p>3 <b>Q</b> Okay. Now, if you turn all the way to</p> <p>4 Paragraph 218, Page 53, Claim 10.</p> <p>5 Do you see Claim 10 is about Class D, the</p> <p>6 one that you're the class representative for?</p> <p>7 <b>A Yes.</b></p> <p>8 <b>Q</b> If you turn to the next page then, under this</p> <p>9 claim, Paragraph 22.</p> <p>10 <b>MR. PATTAKOS:</b> 222?</p> <p>11 <b>MR. MANNION:</b> 222.</p> <p>12 <b>Q</b> This reads "No KNR client would have agreed to</p> <p>13 have the fee deducted from their settlement had</p> <p>14 they been advised of the quid pro quo</p> <p>15 relationship between KNR and the chiropractors</p> <p>16 and the true nature of the fee."</p> <p>17 Did I read that correctly?</p> <p>18 <b>A Yes.</b></p> <p>19 <b>Q</b> Okay. Now, you don't know what any other KNR</p> <p>20 client would have done, do you?</p> <p>21 <b>A No.</b></p> <p>22 <b>Q</b> You'd have to ask each and every one of them,</p> <p>23 true?</p> <p>24 <b>A Yes.</b></p> <p>25 <b>Q</b> And in fact, if you would have been told about</p>	<p style="text-align: right;">Page 295</p> <p>1 <b>A And how much they were going to get that day.</b></p> <p>2 <b>Q</b> Right.</p> <p>3 <b>A Okay.</b></p> <p>4 <b>Q</b> And it was --</p> <p>5 <b>A But it wasn't how much was going -- how much</b></p> <p>6 <b>was brought down. That's not what you said.</b></p> <p>7 <b>Q</b> There was an amount of what the bill was versus</p> <p>8 the amount that actually was paid out of your</p> <p>9 settlement proceeds, and they paid less than</p> <p>10 the total bills to Akron Square, correct?</p> <p>11 <b>A Okay. I understand this now, sir, but that's</b></p> <p>12 <b>not what you said at the beginning.</b></p> <p>13 <b>Q</b> That's fine. So do you understand that now</p> <p>14 though?</p> <p>15 <b>A Yes.</b></p> <p>16 <b>Q</b> Can you look at Exhibit 5 real quick again.</p> <p>17 <b>A If I can find it.</b></p> <p>18 <b>MR. PATTAKOS:</b> Which one is</p> <p>19 that, Tom?</p> <p>20 Oh, the Settlement Memorandum.</p> <p>21 <b>A Oh, okay.</b></p> <p>22 <b>Q</b> Tell me when you're there.</p> <p>23 <b>A Okay.</b></p> <p>24 <b>Q</b> So if we look here at Akron Square, what do you</p> <p>25 see was the total amount billed that's in the</p>
<p style="text-align: right;">Page 294</p> <p>1 the fact that there was a "working</p> <p>2 relationship" between these two like you</p> <p>3 thought they had, would you have objected to</p> <p>4 the fee?</p> <p>5 <b>A Yes.</b></p> <p>6 <b>Q</b> Why didn't you object to the fee then when you</p> <p>7 knew there was a working relationship, in your</p> <p>8 words, and you saw the \$150 fee on the</p> <p>9 dispersement?</p> <p>10 <b>A Because I needed the money.</b></p> <p>11 <b>Q</b> Okay.</p> <p>12 <b>A I was homeless.</b></p> <p>13 <b>Q</b> Okay. Well, you'd already seen that KNR had</p> <p>14 negotiated to lower Akron Square's bill?</p> <p>15 <b>A I did not know that they were lowering it, and</b></p> <p>16 <b>at the beginning of this, you had said actually</b></p> <p>17 <b>what was in the parenthesis was what they were</b></p> <p>18 <b>getting and what was beside that was what they</b></p> <p>19 <b>got that day.</b></p> <p>20 <b>Q</b> No, the other way around.</p> <p>21 <b>A Okay. Well, but it was the other way around.</b></p> <p>22 <b>Okay, I'm sorry, but you said what they were</b></p> <p>23 <b>getting and what they were getting that day.</b></p> <p>24 <b>Q</b> I talked about how much was charged, what the</p> <p>25 bills were.</p>	<p style="text-align: right;">Page 296</p> <p>1 parenthesis there?</p> <p>2 <b>A 5,025.</b></p> <p>3 <b>Q</b> And what was the amount that Akron Square</p> <p>4 accepted as full payment?</p> <p>5 <b>A 4,500.</b></p> <p>6 <b>Q</b> Okay. And I believe you're now aware that's</p> <p>7 because KNR negotiated that bill down, correct?</p> <p>8 <b>A I am now.</b></p> <p>9 <b>Q</b> Okay. Good.</p> <p>10 <b>A That's not what you said before.</b></p> <p>11 <b>Q</b> Well, I've obviously made a few mistakes in</p> <p>12 this deposition --</p> <p>13 <b>A Okay, sir, at least you --</b></p> <p>14 <b>-- including numbering of exhibits.</b></p> <p>15 <b>A Yes, yes, yes, yes.</b></p> <p>16 <b>Q</b> With your new understanding, ma'am --</p> <p>17 <b>A Yes.</b></p> <p>18 <b>Q</b> -- you see that they saved you \$525 on that</p> <p>19 bill, correct?</p> <p>20 <b>A Yes.</b></p> <p>21 <b>Q</b> And KNR doesn't set Akron Square's costs for</p> <p>22 chiropractic treatment, do they?</p> <p>23 <b>A No.</b></p> <p>24 <b>Q</b> So now that you know they saved you \$525 on</p> <p>25 Akron Square's bills, are you still upset about</p>

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<p style="text-align: right;">Page 297</p> <p>1 the \$150 report that you think was only worth</p> <p>2 85?</p> <p>3 A Well, yeah because it wasn't even worth 85, to</p> <p>4 be honest with you.</p> <p>5 Q Okay. So you'd rather have just paid the whole</p> <p>6 5,025?</p> <p>7 A I'd rather not even pay that.</p> <p>8 Q Well, I mean Akron Square had a right to be</p> <p>9 paid for the treatment they gave you --</p> <p>10 A Yes --</p> <p>11 Q -- don't they?</p> <p>12 A -- they had a right to be paid for the</p> <p>13 treatment and that was costly treatment.</p> <p>14 Q Okay. And you're not alleging that the cost of</p> <p>15 that treatment was improper, are you?</p> <p>16 MR. PATTAKOS: Objection.</p> <p>17 A No.</p> <p>18 MR. MANNION: Basis?</p> <p>19 MR. PATTAKOS: Form.</p> <p>20 Q Are you alleging in any way that Akron Square's</p> <p>21 bills to you, the \$5,025 for the treatment that</p> <p>22 you received there was fraudulent or incorrect</p> <p>23 in any way?</p> <p>24 A No, just costly.</p> <p>25 Q Well --</p>	<p style="text-align: right;">Page 299</p> <p>1 THE VIDEOGRAPHER: Off the record.</p> <p>2 The time is 6:33.</p> <p>3 - - - - -</p> <p>4 (Deposition was concluded at 6:33 p.m.)</p> <p>5 - - - - -</p> <p>6 (Signature reserved.)</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 298</p> <p>1 A I get they're costly.</p> <p>2 Q Well, how much was it a visit?</p> <p>3 A I don't know how much it was a visit.</p> <p>4 Q How many visits did you have?</p> <p>5 A I don't even remember.</p> <p>6 Q Have you called other chiropractors to see what</p> <p>7 they charge?</p> <p>8 A No, but I get they're expensive.</p> <p>9 Q Okay. And in fact, they had to forego getting</p> <p>10 paid for --</p> <p>11 A A few visits, yes, I understand that. Quite a</p> <p>12 while actually.</p> <p>13 Q Exactly, which is money they could have had in</p> <p>14 their business?</p> <p>15 A I understand that.</p> <p>16 Q Okay. You're certainly grateful to Akron</p> <p>17 Square for reducing their bill by \$525, aren't</p> <p>18 you?</p> <p>19 A Yes.</p> <p>20 Q Okay.</p> <p>21 MR. MANNION: Do you want to</p> <p>22 recess for now?</p> <p>23 MR. PATTAKOS: Yes, sir.</p> <p>24 MR. MANNION: Okay.</p> <p>25 MR. PATTAKOS: Thank you.</p>	<p style="text-align: right;">Page 300</p> <p>1 THE STATE OF OHIO, ) SS:</p> <p>2 COUNTY OF CUYAHOGA. )</p> <p>3</p> <p>4 I, Margaret A. Trombetta, a Notary Public</p> <p>5 within and for the State of Ohio, duly commissioned</p> <p>6 and qualified, do hereby certify that THERA REID,</p> <p>7 was first duly sworn to testify the truth, the whole</p> <p>8 truth and nothing but the truth in the cause</p> <p>9 aforesaid; that the testimony then given by her was</p> <p>10 by me reduced to stenotypy in the presence of said</p> <p>11 witness, afterwards transcribed on a</p> <p>12 computer/printer, and that the foregoing is a true</p> <p>13 and correct transcript of the testimony so given by</p> <p>14 her as aforesaid.</p> <p>15 I do further certify that this deposition was</p> <p>16 taken at the time and place in the foregoing caption</p> <p>17 specified. I do further certify that I am not a</p> <p>18 relative, counsel or attorney of either party, or</p> <p>19 otherwise interested in the event of this action.</p> <p>20 IN WITNESS WHEREOF, I have hereunto set my hand</p> <p>21 and affixed my seal of office at Cleveland, Ohio, on</p> <p>22 this 16th day of July, 2018.</p> <p>23 _signature_</p> <p>24 Margaret A. Trombetta, Notary Public</p> <p>25 within and for the State of Ohio</p>

# EXHIBIT J

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Pages 1-4

<p>Page 1</p> <p>1 COMMON PLEAS COURT OF THE STATE OF OHIO</p> <p>2 IN AND FOR THE COUNTY OF SUMMIT</p> <p>3</p> <p>4 MEMBER WILLIAMS, et al.,</p> <p>5 Plaintiffs,</p> <p>6 vs. JUDGE JAMES A. BROGAN</p> <p>7 CASE NO. CV-2016-09-3928</p> <p>8</p> <p>9 KISLING, NESTICO &amp; REDICK</p> <p>10 LLC, et al.,</p> <p>11 Defendants.</p> <p>12</p> <p>13 VIDEOTAPED DEPOSITION OF MONIQUE NORRIS</p> <p>14 MONDAY, JANUARY 28, 2019</p> <p>15 9:52 A.M.</p> <p>16 DoubleTree by Hilton Hotel</p> <p>17 3150 West Market Street</p> <p>18 Fairlawn, Ohio</p> <p>19</p> <p>20</p> <p>21 REPORTED BY:</p> <p>22 Sarah R. Drown</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1 For Defendant Rob A. Nestico, Esq.:</p> <p>2 DAVID M. BEST CO., LPA</p> <p>3 DAVID M. BEST, ESQ.</p> <p>4 4900 West Bath Road</p> <p>5 Akron, Ohio 44333</p> <p>6 (330) 665-1855</p> <p>7 dmb@dmbestlaw.com</p> <p>8</p> <p>9 For the Defendant Robert W. Redick, Esq.:</p> <p>10 WEISMAN, KENNEDY &amp; BERRIS CO., LPA</p> <p>11 DANIEL P. GOETZ, ESQ.</p> <p>12 1600 Midland Building</p> <p>13 101 West Prospect Avenue</p> <p>14 Cleveland, Ohio 44115</p> <p>15 (216) 781-1111</p> <p>16 dgoetz@weismanlaw.com</p> <p>17</p> <p>18 For the Defendant Sam N. Ghoubril, M.D.:</p> <p>19 LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</p> <p>20 BRADLEY J. BARMEN, ESQ.</p> <p>21 1375 East 9th Street, Suite 2250</p> <p>22 Cleveland, Ohio 44114</p> <p>23 (216) 344-9422</p> <p>24 brad.barmen@lewisbrisbois.com</p> <p>25</p>
<p>Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 For Plaintiffs:</p> <p>4 PATTAKOS LAW FIRM LLC</p> <p>5 PETER PATTAKOS, ESQ.</p> <p>6 101 Ghent Road</p> <p>7 Fairlawn, Ohio 44333</p> <p>8 (330) 836-8533</p> <p>9 peter@pattakoslaw.com</p> <p>10</p> <p>11 For Defendant Kisling, Nestico &amp; Redick LLC:</p> <p>12 LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</p> <p>13 THOMAS P. MANNION, ESQ.</p> <p>14 1375 East 9th Street, Suite 2250</p> <p>15 Cleveland, Ohio 44114</p> <p>16 (216) 344-9422</p> <p>17 tom.mannion@lewisbrisbois.com</p> <p>18 - and -</p> <p>19 SUTTER O'CONNELL CO.</p> <p>20 JAMES M. POPSON, ESQ.</p> <p>21 3600 Brievue Tower</p> <p>22 1301 East 9th Street</p> <p>23 Cleveland, Ohio 44114</p> <p>24 (216) 928-4504</p> <p>25 jpopson@sutter-law.com</p>	<p>Page 4</p> <p>1 ALSO PRESENT:</p> <p>2</p> <p>3 IVAN BERCIAN, VIDEOGRAPHER</p> <p>4 ROB A. NESTICO, ESQ.</p> <p>5 JOHN J. REAGAN, ESQ.</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>



NORRIS, MONIQUE  
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Pages 149-152

<p style="text-align: right;">Page 149</p> <p>1 Q Okay.</p> <p>2 A I don't feel --</p> <p>3 Q So then how were you damaged by him asking you</p> <p>4 if you wanted something?</p> <p>5 A Because I felt offended.</p> <p>6 Q I didn't see that in the lawsuit.</p> <p>7 Does that have anything to do with this</p> <p>8 lawsuit?</p> <p>9 MR. PATTAKOS: Objection.</p> <p>10 Tom, come on.</p> <p>11 A What do you mean does it have anything to do</p> <p>12 with this lawsuit?</p> <p>13 Q With these claims. I'm trying to ask you --</p> <p>14 A No. So those specific claims, no.</p> <p>15 MR. PATTAKOS: You asked her</p> <p>16 when she was beginning to feel uncomfortable,</p> <p>17 Tom, and that's when she was talking about</p> <p>18 that. We can go back and review the</p> <p>19 transcript, but --</p> <p>20 MR. MANNION: Stop with the</p> <p>21 speaking objections, Peter.</p> <p>22 MR. PATTAKOS: Tom, I don't</p> <p>23 think --</p> <p>24 MR. MANNION: Stop.</p> <p>25 MR. PATTAKOS: -- you're in a</p>	<p style="text-align: right;">Page 151</p> <p>1 BY MR. MANNION:</p> <p>2 Q We were talking -- we got on this whole line of</p> <p>3 questioning talking about what your</p> <p>4 understanding is of the narrative fees.</p> <p>5 A Yes.</p> <p>6 Q And you were saying that they're only worth</p> <p>7 about \$50 and they charge 150 to 200 for them,</p> <p>8 therefore, what, that that money in between, it</p> <p>9 goes to KNR or what? What's the -- I'm trying</p> <p>10 to understand what the claim is.</p> <p>11 A What do you mean?</p> <p>12 Q They're overcharging for the report? What are</p> <p>13 you --</p> <p>14 A Yes, I feel like they're overcharging for the</p> <p>15 report.</p> <p>16 Q Okay. So the chiropractors are overcharging</p> <p>17 for this expert report that the law firm uses</p> <p>18 to give to the insurance company?</p> <p>19 A Yes.</p> <p>20 Q Okay. And you don't know what expert reports</p> <p>21 cost out in our industry?</p> <p>22 A No, I do not.</p> <p>23 Q Then why do you think they're overcharging for</p> <p>24 it if you don't know how much they cost in the</p> <p>25 industry?</p>
<p style="text-align: right;">Page 150</p> <p>1 position to lecture me --</p> <p>2 MR. MANNION: Stop.</p> <p>3 MR. PATTAKOS: -- about</p> <p>4 speaking objections at all. So, you know,</p> <p>5 you're being argumentative --</p> <p>6 MR. MANNION: Stop now.</p> <p>7 MR. PATTAKOS: -- with the</p> <p>8 witness. So I think it's warranted to point</p> <p>9 out --</p> <p>10 MR. MANNION: Just stop.</p> <p>11 MR. PATTAKOS: -- that when</p> <p>12 she was talking about the drug dealers in the</p> <p>13 parking lot --</p> <p>14 MR. MANNION: Here we go.</p> <p>15 MR. PATTAKOS: -- it was in</p> <p>16 response to you saying -- asking her when she</p> <p>17 was feeling uncomfortable about the firm and</p> <p>18 why. So let's just be clear and stop</p> <p>19 arguing --</p> <p>20 MR. MANNION: That was a long</p> <p>21 time ago --</p> <p>22 MR. PATTAKOS -- with my</p> <p>23 witness.</p> <p>24 MR. MANNION: -- about the</p> <p>25 firm, being uncomfortable.</p>	<p style="text-align: right;">Page 152</p> <p>1 A What do you mean why do I think that?</p> <p>2 Q Yeah. Why do you think it's too much money for</p> <p>3 this report when you don't know what a report</p> <p>4 like this costs in the industry?</p> <p>5 A Because I don't feel -- it's just a piece of</p> <p>6 paper. I don't feel like they need to --</p> <p>7 they're basically putting down what they feel</p> <p>8 or think in a small summary. I don't think</p> <p>9 that's takes a rock scientist, to debate or</p> <p>10 come up with oh, well, let me decide, uh, we're</p> <p>11 going to come up with a page or two of a</p> <p>12 summary. It's just what their thoughts are.</p> <p>13 Q Okay.</p> <p>14 A It's not like they're cutting and pasting and</p> <p>15 putting copy in exact facts. They're not going</p> <p>16 through all of the pages. They're skimming</p> <p>17 through them.</p> <p>18 Q How do you know they're skimming through them?</p> <p>19 A Because that's what usually happens.</p> <p>20 Q How do you know it happened, though?</p> <p>21 A I don't know if they did that. But, like, when</p> <p>22 you're at the hospital or the doctor's, they</p> <p>23 sit there and they're like, "Oh. Well, um,</p> <p>24 okay. So I see this here." Or "I see that</p> <p>25 there." And then, "Um, okay. So this</p>

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<p style="text-align: right;">Page 153</p> <p>1 happened." That's usually what happens at the</p> <p>2 doctor's office.</p> <p>3 Q But you don't know that that happened in this</p> <p>4 case, do you?</p> <p>5 A No, I don't know exactly that happened and I</p> <p>6 said that.</p> <p>7 Q In fact, they might have spent a lot of time</p> <p>8 reviewing those records and making sure that</p> <p>9 they extracted the information that was</p> <p>10 necessary to proceed with your case and give it</p> <p>11 to an insurance company, correct?</p> <p>12 A They could have.</p> <p>13 Q Wouldn't that change your opinion as to the</p> <p>14 value of the case, if they did that?</p> <p>15 A No.</p> <p>16 Q It's still worth 50?</p> <p>17 A Yes.</p> <p>18 Q So you can skim the records and put information</p> <p>19 down, or you can pore through them and make</p> <p>20 sure there's good information, going over it,</p> <p>21 and in both cases it's just worth 50 bucks?</p> <p>22 A Yes. It has to be.</p> <p>23 Q Okay. It has to be.</p> <p>24 Then what's your claim other than if</p> <p>25 they're overcharging? Why are they</p>	<p style="text-align: right;">Page 155</p> <p>1 or terminology or do any of that stuff, would</p> <p>2 you want that as well?</p> <p>3 Q I have no idea what you're talking about,</p> <p>4 ma'am. But I think we get way off base here</p> <p>5 when we're talking about the values and I'm</p> <p>6 asking you --</p> <p>7 A You're basically asking me and getting upset</p> <p>8 because I feel that it should only cost \$50 --</p> <p>9 Q No, I'm okay with it.</p> <p>10 A -- whereas someone else may feel that way.</p> <p>11 Q That's okay. You think it should cost 50. I'm</p> <p>12 saying people have differences on values.</p> <p>13 Other than the fact that -- your</p> <p>14 evaluation of this report and how much it's</p> <p>15 worth and the actual amount that they charged,</p> <p>16 other than that, why do you think it was wrong?</p> <p>17 A That's -- nothing.</p> <p>18 Q I mean what if you find out that \$200 is a</p> <p>19 reasonable charge for a report like this?</p> <p>20 A I would think that is outrageous and I would</p> <p>21 have just said "Just look through the papers."</p> <p>22 Q Okay. Well, you might think it's outrageous,</p> <p>23 but if it's a reasonable charge for a report</p> <p>24 like this, what are they doing wrong?</p> <p>25 A What do you mean "What are they doing wrong"?</p>
<p style="text-align: right;">Page 154</p> <p>1 overcharging? What's the claim?</p> <p>2 A I'm not understanding what you're saying.</p> <p>3 Q Okay. So you think you paid too much for this</p> <p>4 report. People have differences of opinion on</p> <p>5 values of things all the time.</p> <p>6 What's wrong with the fact that they</p> <p>7 charged you this, other than you think it cost</p> <p>8 too much, it was overpriced?</p> <p>9 A What do you mean what's wrong with it?</p> <p>10 Q Yeah. I mean why are you suing over it? Just</p> <p>11 because you think it was too much?</p> <p>12 A Yeah, and because it's not -- it's not right.</p> <p>13 Q Why isn't it right?</p> <p>14 A Would you want someone to charge you that?</p> <p>15 Q For an expert report? I would love it if I</p> <p>16 could get expert reports for \$200. Are you</p> <p>17 kidding me? This is what I do for a living.</p> <p>18 We're lawyers.</p> <p>19 A If you weren't doing that for a living.</p> <p>20 Q Yeah, if my lawyer could get an expert report</p> <p>21 for me for \$200 and I was his client, I would</p> <p>22 be overjoyed at it.</p> <p>23 A And you didn't understand what was going on.</p> <p>24 Q What do you mean didn't understand?</p> <p>25 A If you didn't understand the way that they work</p>	<p style="text-align: right;">Page 156</p> <p>1 Q Yeah. What are you claiming they're doing</p> <p>2 wrong?</p> <p>3 A I just told you.</p> <p>4 Q Overcharging. That's it?</p> <p>5 A Yeah. They're getting over people that don't</p> <p>6 know what's going on. I'm sorry if I don't</p> <p>7 understand exactly what you're saying. I just</p> <p>8 know what they did is wrong.</p> <p>9 Q Wait. They're putting one over on people that</p> <p>10 don't know what's going on? Is that what you</p> <p>11 said?</p> <p>12 A No, because what they're doing is they're</p> <p>13 overcharging people. They're charging people</p> <p>14 for services that they're not even rendering to</p> <p>15 the people. And --</p> <p>16 Q Wait. Wait. Wait.</p> <p>17 A -- how come if that's the case and they're --</p> <p>18 Q Ma'am.</p> <p>19 A -- charging you --</p> <p>20 Q We'll get into that issue.</p> <p>21 A If they're charging me so much for this piece</p> <p>22 of paper, this document, how come they couldn't</p> <p>23 give it to me when I asked for it?</p> <p>24 Q Let's go back. We were talking about the</p> <p>25 report. We can talk about the services later.</p>

# EXHIBIT K

# KISLING, NESTICO & REDICK

---

**ATTORNEYS AT LAW**

3412 West Market Street

Akron, OH 44333

Fax: (330) 869-9008

April 22, 2016

Thera Reid  
629 Hudson Ave.  
Akron, OH 44306

RE: Your Personal Injury Claim  
Date of Loss: 4/20/2016

Dear Ms. Reid:

Thank you for your trust and confidence in allowing Kisling, Nestico & Redick to represent you for your personal injury claim. Please find enclosed a copy of the Contingency Fee Agreement for your records. The purpose of this letter is to explain to you how we expect your case will proceed from this point forward.

First and most importantly, our support staff is committed to responding to your questions and phone calls as promptly as we can. Most of the time we are available to speak to you personally, however, our assistants are also very familiar with your case and can often answer your questions or help resolve any issues you may have concerning your case.

As you are aware, insurance companies and their claims processes often times do not move as quickly as we would like. Insurance companies will not finalize or settle a claim until they receive a full and final release signed by you. Clients often ask us when their case will be settled. Your case will be ready to settle when your treating doctors can tell us in a report what kind of recovery you have made and if you will have any ongoing disability, and, if so, how that disability will affect your ability to function in the future. In most cases, we will advise a client that they are not in a position to sign a final release and settle their claim until they have reached full recovery and all of their medical information has been thoroughly reviewed. Please note that insurance companies **do not** make partial payments before final settlement.

Further, you should be aware that most doctors and hospitals do not send your requested medical information as quickly as we would like. Since it is understood that the primary function of a hospital or doctor's office is to treat the needs of their patients, often, medical records, reports and bills from some places take time to obtain.

Rest assured that we will do everything necessary to keep your claim moving forward without interruption. Please keep us updated on the progress of your medical treatment as we will be requesting your medical information shortly. Finally, please always **remember not to discuss your case with anyone except our office.**

Thank you for your time and assistance and we look forward to hearing from you soon.

Very truly yours,

**KISLING, NESTICO & REDICK**

Matthew Walker  
Attorney at Law

MJW/md

# EXHIBIT L

**Kisling, Nestico & Redick, LLC**  
Attorneys at Law

**CONTINGENCY FEE AGREEMENT**

Monique Norris, hereinafter called Client, request and authorize Kisling, Nestico & Redick, LLC, hereinafter called Attorneys, to represent myself for all purposes in connection with clients injuries and damages arising out of an incident which occurred on the 29 day of July, 13 in Summit County, Ohio, on the following conditions:

1) Attorneys will devote their full professional abilities to Clients case and Client agrees to fully cooperate with Attorneys. In the event of an appeal, an additional agreement for services shall be made by the parties hereto. No appeal will be made without both parties agreeing thereto. I understand that my case may be handled by any one or more of the members of the firm of Kisling, Nestico & Redick, LLC and different members may handle the case at different times. Client understands and agrees that Attorneys are not representing Client for any Workers Compensation, medical malpractice, disability, or employment related claims arising from this incident, injuries or damages, unless separate written contingency fee agreements have been signed for such claims.

2) The Attorneys shall receive as a fee for their services, one-third (1/3) of the total gross amount of recovery of any and all amounts recovered, and Client hereby assigns said amount to Attorneys and authorizes Attorneys to deduct said amount from the proceeds recovered. Attorney shall have a charging lien upon the proceeds of any insurance proceeds, settlement, judgment, verdict award or property obtained on your behalf. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.

3) Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which may have been advanced by Attorneys in preparation for settlement and/or trial of Clients case. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SUCH ADVANCED EXPENSES.

Client authorizes and directs Attorneys to deduct from Clients share of proceeds and pay, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for Clients care and treatment.

4) Client agrees that Attorneys have made no promises or guarantees regarding the outcome of Clients claim. Client understands Attorneys will investigate Clients claim and then Attorneys shall have the right to withdraw from representation.

Signed this 30 day of July, 2013

Monique Norris  
CLIENT  
[Signature]  
ATTORNEY

**EXHIBIT 4**

KNR004320

**Kisling, Nestico & Redick, LLC**  
Attorneys at Law

**CONTINGENCY FEE AGREEMENT**

Theresa Reid, hereinafter called Client, request and authorize Kisling, Nestico & Redick, L.C., hereinafter called Attorneys, to represent MYSELF for all purposes in connection with clients injuries and damages arising out of an incident which occurred on the 20 day of April 2016 in Summit County, Ohio, on the following conditions:

1) Attorneys will devote their full professional abilities to Client's case and Client agrees to fully cooperate with Attorneys. In the event of an appeal, an additional agreement for services shall be made by the parties hereto. No appeal will be made without both parties agreeing thereto. I understand that my case may be handled by any one or more of the members of the firm of Kisling, Nestico & Redick, LLC and different members may handle the case at different times. Client understands and agrees that Attorneys are not representing Client for any Workers Compensation, medical malpractice, disability, or employment related claims arising from this incident. Injuries or damages, unless separate written contingency fee agreements have been signed for such claims.

2) The Attorneys shall receive as a fee for their services, one-third (1/3) of the total gross amount of recovery of any and all amounts recovered, and Client hereby assigns said amount to Attorneys and authorizes Attorneys to deduct said amount from the proceeds recovered. Attorney shall have a charging lien upon the proceeds of any insurance proceeds, settlement, judgment, verdict award or property obtained on your behalf. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.

3) Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which may have been advanced by Attorneys in preparation for settlement and/or trial of Client's case. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SUCH ADVANCED EXPENSES.

Client authorizes and directs Attorneys to deduct from Client's share of proceeds and pay, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for Client's care and treatment.

4) Client agrees that Attorneys have made no promises or guarantees regarding the outcome of Client's claim. Client understands Attorneys will investigate Client's claim and then Attorneys shall have the right to withdraw from representation.

Signed this 22 day of April 2016

Theresa Reid  
CLIENT

[Signature]  
ATTORNEY

**EXHIBIT**

KNR02168

# EXHIBIT M



PATIENT ACKNOWLEDGMENT

I confirm I was contacted by telephone, on one or more occasions, by one or more persons who I understood to be representatives of Akron Square Chiropractic regarding the availability of a chiropractic consultation and spinal screening examination.

I WAS TOLD IN THE VERY FIRST SUCH TELEPHONE CONVERSATION (AND IN EACH CONVERSATION THEREAFTER) THAT THE CALLER WORKED FOR THIS HEALTH CARE FACILITY AND DR M FLOROS, DC, AND THAT THE CALL(S) HAD NO RELATION TO, AND NOTHING WHATSOEVER TO DO WITH, MY INSURANCE COMPANY, OR THE OTHER DRIVER'S INSURANCE COMPANY OR ANY INSURANCE COMPANY, OR ANY POLICE DEPARTMENT, OR ANY GOVERNMENT AGENCY, HOSPITAL, OR OTHER SERVICE OR ENTITY.

NO PERSON WHO IDENTIFIED HIMSELF OR HERSELF AS BEING EMPLOYED BY OR AFFILIATED WITH ANY INSURANCE COMPANY, GOVERNMENT AGENCY, POLICE DEPARTMENT OR HOSPITAL HAS EVER ADVISED ME OR SUGGESTED TO ME THAT I VISIT OR SEEK TREATMENT FROM AKRON SQUARE CHIROPRACTIC.

The caller(s) told me that the chiropractic consultation and 10 point spinal screening examination were offered without any obligation to accept the appointment and at no cost to any insurance company or me.

I was not pressured to set an appointment by the caller(s), and decided to make an appointment and go to the chiropractor solely out of concern for my own health and well being, after my recent accident.

I acknowledge that the consultation and 10 point screening examination were offered without obligation to become a patient of Akron Square Chiropractic, or to receive treatment from Akron Square Chiropractic.

I attest that these statements are true and a complete recollection of my recent telephone conversation(s).

I, the patient named below, attest that the employee named read the statement above aloud and in full to me.

Date: 4-22-16

Name (Signature):

TR

Printed Name:

Thera Reij

# EXHIBIT N

**Erie  
Insurance®**

Branch Office • 4690 Munson Street, N.W. • Canton, Ohio 44718 • 330.433.1925 • Toll free 1 800.362.6541  
Mail Address: P.O. Box 9031 • Canton, Ohio 44711-9031 • Fax 330.433.6447 • [www.erieinsurance.com](http://www.erieinsurance.com)

---

February 21, 2012

Attorney Paul Steele, III  
3412 West Market St.  
Akron, OH 44333

Re:   ERIE Claim #:       010710319557  
      ERIE Insured:       Matthew Johnson  
      Date of Loss:       01-13-12  
      Your Client:        Matthew Johnson

Dear Atty Steele,

We acknowledge receipt of your letter stating that your office represents the above client.


I am the adjuster handling the medical payments portion of the claim under the Erie Auto Policy. Please send copies of your client's medical bills, receipts and records/reports so that this case may be evaluated. Please provide written instructions for payment of any medical bills submitted.

Enclosed please find a medical authorization form which I ask that you have your client complete and return to my office. Also enclosed please find a copy of the Declarations Page of the Erie Auto Policy for your review. If you still require a certified copy of the policy, please advise me.

I have enclosed a copy of the checks issued under the Medical Payments coverage prior to your representation of this client.

Please contact me to discuss this file.

Sincerely,

  
Catherine J. D'Aurelio  
Medical Management Specialist  
888-479-6007

---

The Erie Insurance Agency is a Service of Erie Insurance Company

# EXHIBIT O



PO Box 78 Buffalo NY, 14240

800-952-5246 Ext. 3104

08/10/2011

Kisling, Nestico & Reick, LLC  
3412 W. Market Street  
Akron, OH 44333

Insured : TAIJUAN CARTER  
Claimant : TAIJUAN CARTER  
Claim Number : PA063029 01  
Date of Loss : 4/16/11

Dear Mr. Zerrusen:

Please find attached multiple checks totalling \$2000.00 paid to Akron Square Chiropractic. In addition the corresponding explanation of reviews for each date of service.

This does now exhaust the claimant's medical payments coverage on policy #PAPI051310 for the above motor vehicle accident of 04/16/2011.

Should you have any questions, please feel free to contact me.

Very truly yours,

BARBARA MILNE  
CLAIM REPRESENTATIVE  
800-952-5246

# EXHIBIT P

260443 / Thera Reid

Settlement MemorandumRecovery:

REC	Allstate Insurance Companies*	\$ 45,500.00
PSF	Oasis Legal Finance	<u>\$ 3,220.00</u>
		\$ 48,720.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico &amp; Redick

Floros, Dr. Minas	\$ 150.00
chartswap#1211588	\$ 53.18
MRS Investigations, Inc.	\$ 50.00
Summa Health System	\$ 107.12
Clearwater Billing Services, LLC	<u>\$ 50.00</u>
Total Due	\$ 410.30

DEDUCT AND RETAIN TO PAY TO OTHERS:

Kisling, Nestico & Redick	(\$15,186.65)	\$ 14,000.00
Ohio Tort Recovery Unit		\$ 9,000.00
Oasis Legal Finance		\$ 5,096.00
Akron Square Chiropractic	(\$5,025.00)	\$ 4,500.00
Clearwater Billing Services, LLC	(\$3,460.00)	\$ 3,000.00
National Diagnostic Imaging Consultants		\$ 200.00
North Star Orthopedic Group		<u>\$ 164.00</u>
Total Due Others		\$ 35,960.00

Total Deductions	\$ 36,370.30
Total Amount Due to Client	\$ 12,349.70
Less Previously Paid to Client	\$ 3,220.00
Net Amount Due to Client	\$ 9,129.70

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and attorney's fees with Kisling, Nestico & Redick. I acknowledge that it accurately reflects all costs, including but not limited to, the investigation fee, and all outstanding expenses associated with my injury claim. I further understand that the itemized bills listed above will be deducted and paid from the gross amount of my settlement except as otherwise indicated. If any amount was withheld from the settlement for potential subrogation interests, any balance due after the subrogation interest is satisfied may be subject to Attorney Fees not to exceed the contractually agreed amount. Finally, I understand that any bills not listed above, including but not limited to Health Insurance or Medical Payments Subrogation and/or those initiated by me to indicate that they are not being paid from the settlement are my responsibility and not the responsibility of Kisling, Nestico & Redick.

Date: 1-26-17Name: Thera Reid

Thera Reid

Firm: \_\_\_\_\_

Kisling, Nestico &amp; Redick

**EXHIBIT** 

KNR02195

232154 / Monique Norris

Settlement MemorandumRecovery:

REC	Motorists Mutual Insurance Company	\$ 250.00
MP	Motorists Insurance Group	\$ 1,000.00
REC	Nationwide Insurance*	\$ 4,982.55
REC	Liberty Capital Funding LLC	\$ <u>500.00</u>
		\$ 6,732.55

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
Akron General Medical Center	\$ 6.00
Clearwater Billing Services, LLC	\$ 50.00
First Healthcare	\$ 12.00
Floros, Dr. Minas	\$ 200.00
Mercy Health Partners	\$ 15.00
MRS Investigations, Inc.	\$ 50.00
Professional Receivables Control, Inc.	\$ 16.00
Akron General Medical Center	\$ <u>40.89</u>
Total Due	\$ 389.89

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron Square Chiropractic	\$ 500.00
Clearwater Billing Services, LLC	\$ 600.00
CNS Center for Neuro and Spine	\$ 260.00
Kisling, Nestico & Redick, LLC	(\$2,077.51) \$ 1,750.00
Liberty Capital Funding LLC	\$ 800.00
National Diagnostic Imaging Consultants	\$ 80.00
Ohio Tort Recovery Unit*	\$ <u>506.75</u>
Total Due Others	\$ 4,496.75

Total Deductions	\$ 4,886.64
Total Amount Due to Client	\$ 1,845.91
Less Previously Paid to Client	\$ 1,500.00
Net Amount Due to Client	\$ 345.91

I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and I acknowledge that it accurately reflects all outstanding expenses associated with my injury claim. I further understand that the itemized bills listed above will be deducted and paid from the gross amount of my settlement except as otherwise indicated. Finally, I understand that any bills not listed above, including but not limited to Health Insurance or Medical Payments Subrogation and/or those initiated by me to indicate that they are not being paid from the settlement are my responsibility and not the responsibility of Kisling, Nestico & Redick, LLC.

Date:

5/25/14

Name:

Monique Norris

Firm:

Kisling, Nestico &amp; Redick, LLC

**EXHIBIT**

KNR004235



# EXHIBIT Q

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.

- - - -

Magna Legal Services  
866-624-6221  
[www.MagnaLS.com](http://www.MagnaLS.com)



Page 102

1 A I do.  
 2 Q Okay. Do you think he's a good lawyer?  
 3 A I do.  
 4 Q And you certainly think that he has his clients' best  
 5 interests at heart, don't you?  
 6 A I do.  
 7 Q If you look at, if we could just go through this, do  
 8 you see number five, Attorney Lynett testifies, "Many  
 9 of my clients do not have personal medical insurance,  
 10 or the personal means that would allow them access to  
 11 the care they needed without my help," fair?  
 12 A Fair.  
 13 Q And that describes the clientele both where you are  
 14 at now and when you were at KNR, true?  
 15 A I think it's a general, it's a general statement,  
 16 population, yeah.  
 17 Q He goes on in number six, "To provide the best  
 18 possible service for my clients, I have recommended  
 19 to my clients doctors and facilities that will treat  
 20 them for their injuries, with the understanding that  
 21 these providers will not try to collect payment for  
 22 those services from my clients until my clients'  
 23 claims have been settled or adjudicated;" did I read  
 24 that correctly?  
 25 A Yep.

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1 did I read that correctly?  
 2 A You did.  
 3 Q Okay. Do you have anything -- I mean, that's what  
 4 happens in the personal injury arena, isn't it, that  
 5 sometimes attorneys refer to chiropractors and  
 6 sometimes chiropractors refer to attorneys?  
 7 A Yes.  
 8 Q And you were never aware of any quid pro quo  
 9 relationship between Doctor Floros or any  
 10 chiropractor and KNR, Nestico or Redick, were you?  
 11 A No.  
 12 Q And you certainly don't have one now, do you,  
 13 yourself --  
 14 MR. SKIDMORE: Objection.  
 15 Q -- at Slater & Zurz?  
 16 MR. MANNION: I mean, I know he doesn't.  
 17 Q I'm just getting it on the record that you don't, I  
 18 mean, that's not something you did at KNR, it's not  
 19 something you saw KNR do, and it's not something you  
 20 would do, true?  
 21 A Can you rephrase that?  
 22 Q Sure. You're not aware of any quid pro quo  
 23 relationship?  
 24 A Like an agreement between them to do a particular  
 25 thing?

Page 103

1 Q And you do that same thing, true?  
 2 A Yep.  
 3 Q And you did that at KNR as well?  
 4 A Yes.  
 5 Q That's a benefit to the client, isn't it?  
 6 A Yeah, to not have to worry about their bill when  
 7 they're treating, yes.  
 8 Q Okay.  
 9 A And to get them the treatment.  
 10 Q If you look at number eight on the next page -- and  
 11 you could feel free to read any of them.  
 12 A Yeah, I've never seen this.  
 13 Q After you read --  
 14 A I'm sorry. Sorry.  
 15 Q That's okay. Now, eight, "I have also been  
 16 recommended to clients by healthcare providers  
 17 like --" is it Minas or --  
 18 A Minas.  
 19 Q Minas, I never remember that.  
 20 A Nobody does.  
 21 Q "-- Minas Floros, DC, who are treating individuals  
 22 that are similarly situated to my clients, in that  
 23 they did not have personal medical insurance, or the  
 24 personal means that would allow them to get the care  
 25 they needed without the assistance of an attorney;"

Page 105

1 Q Yeah.  
 2 A No, I'm not.  
 3 Q If you give me two, I give you one, or vice versa?  
 4 A I am not aware of conversations or agreements that  
 5 have been in place that I'm not privy to, if that  
 6 makes any sense.  
 7 Q Okay. Well, no one has ever told you -- I'll strike  
 8 that.  
 9 You are not aware of any agreement between Akron  
 10 Square Chiropractic and/or Doctor Floros and KNR,  
 11 Nestico and Redick, are you?  
 12 A Correct.  
 13 Q In fact, you use Doctor Floros, don't you?  
 14 A No.  
 15 Q Never?  
 16 A No. He doesn't like me.  
 17 Q Oh. You used to use Doctor Floros?  
 18 A I wouldn't say "use." I would have as clients  
 19 patients of his, but --  
 20 Q Okay. You've defended --  
 21 A Few and far between.  
 22 Q He's been your expert in a case at deposition before?  
 23 A I have taken his deposition one time.  
 24 Q Okay. And that was for one of your clients?  
 25 A It was.

# EXHIBIT R

1

1 IN THE COURT OF COMMON PLEAS  
2 OF SUMMIT COUNTY, OHIO  
3 ~~~~~  
4

5 MEMBER WILLIAMS et al.,  
6

7 Plaintiffs,  
8

9 vs. Case No. CV 2016 09 3928  
10

11 KISLING, NESTICO & REDICK, LLC, et al.,  
12

13 Defendants.  
14

15 ~~~~~  
16 DEPOSITION OF

17 KELLY PHILLIPS III  
18

19 February 22, 2019  
20 10:07 a.m.

21 Taken at:  
22 Pattakos Law Firm  
23 101 Ghent Road  
24 Akron, OH  
25

Kurt M. Spencer, Notary Public

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On behalf of the Defendant:

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2

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## 20 ALSO PRESENT:

21

22

23

24

25

John J. Reagan, Esq.

Rachel Hazelet

181

1 different. KNR handled things certain ways,  
2 and, then, Brad Keating handled things certain  
3 ways. And I took from that the good stuff, and  
4 the stuff I didn't like, I don't do.

5 Q. For example, you don't like the  
6 lower level claims?

7 A. Oh, no. I handled all of them. I  
8 mean, those are what keep the lights on.

9 Q. You made a comment that you wanted  
10 to talk to Rob about he could have 20% less  
11 clients, and make 30% more money?

12 A. Yeah. I think if you looked at the  
13 case load, yeah, I don't think there was ever  
14 an examination, and he conceded there was never  
15 really an examination of what cases were coming  
16 in, and what weren't. The only cases I will  
17 turn down, currently, as an attorney, is if  
18 somebody alludes to me that they're not  
19 injured, because I don't represent uninjured  
20 people.

21 Q. Right.

22 A. When they intimate to me they're  
23 just trying to get money, I say find another  
24 lawyer. I'm not that guy.

25 Q. But that was true when you were at

182

1 KNR, too, right?

2 A. Yeah, I wouldn't know 'cause my  
3 conversations were over the phone. I never had  
4 anybody tell me they were not injured over the  
5 phone, because they were usually sitting at a  
6 chiropractor, or came in through our 1-800  
7 number that already, you know, they were  
8 reaching out to us for a reason.

9 Q. I don't want to forgot to get back  
10 to some of the issues, but I want to talk about  
11 the referrals again. So, after you left  
12 Keating's office, you developed some  
13 relationships with additional chiropractors,  
14 who referred?

15 A. Yes, sir.

16 Q. There's nothing wrong with that  
17 business relationship, is there?

18 A. No, not at all.

19 Q. As long as there's not a quid pro  
20 quo, right?

21 A. Exactly, and I don't have that with  
22 any of my people that I do business with. In  
23 fact, that's one of the reasons why I wasn't a  
24 big fan of Columbus Spine and Rehab. I think  
25 they were wanting me to promise so many cases,

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1 and I said, "I can't do that." Especially,  
2 when I was first starting out, you know,  
3 because, I mean, heck, I was doing a little bit  
4 of everything, when I first started out.

5 Q. Right.

6 A. I was doing wills, and things of  
7 that nature just to try to keep money coming in  
8 until I established myself.

9 Q. And, you never saw any agreement  
10 that KNR had with somebody that said *for every*  
11 *two you send me, I'll send you one*, or anything  
12 like that?

13 A. No, sir. I never saw that.

14 Q. Okay. You weren't aware of any  
15 quid pro quos at KNR, fair?

16 A. That is fair, yes.

17 Q. And that's true whether it was --  
18 well, I'll just -- that was true with all the  
19 providers that you saw at KNR. You didn't see  
20 any quid pro quo agreements, true?

21 A. No. Nothing between that, any  
22 individual provider, and KNR, no, I did not.

23 Q. Or, any chiropractic firm, when you  
24 said individual provider.

25 A. Yes, correct. That is correct.

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1 Q. Now, you made a comment that  
2 Brandy, the manager, would come down once in a  
3 while, was a non-lawyer managing a lawyer.

4 A. Yes, sir.

5 Q. You didn't let her manage you,  
6 though, did you?

7 A. No, I didn't. But, she certainly  
8 tried.

9 Q. Okay.

10 A. That's when I was cautioned *don't*  
11 *end up on her bad side*. But, I liked Brandy.  
12 I thought she was cool.

13 Q. You knew how to handle her?

14 A. I would say, I think that she -- I  
15 would think it was reciprocated. I think we  
16 both generally liked each other as human  
17 beings, and I think she knew that my pushback  
18 on certain things wasn't personal against her.  
19 It's not like she held it over my head, and  
20 said, "You will do what I tell you to do." It  
21 was just more of, no, I'm sorry. I didn't say  
22 it. But, I was acting like I'm the lawyer.  
23 I'm not going to --

24 Q. Right.

25 A. -- let her tell me how to do that.

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1 up the case, as well.

2 Q. Right.

3 A. It's going to make liability  
4 assessment easier, if you can get it to the  
5 insurance company. Yes, sir.

6 Q. That's a good thing to do?

7 A. Yeah. It's always good to have a  
8 police report early.

9 Q. And, there's a lot of information  
10 on the police report that should be reviewed,  
11 as well?

12 A. Yeah, it's usually, a lot of times,  
13 how you find out who the at-fault insurance is,  
14 because, a lot to times, at the scene, people  
15 don't even know. They exchanged information,  
16 and, things of that nature. So, yeah, there is  
17 oftentimes information that's absolutely  
18 beneficial to starting, and getting that claim  
19 rolling.

20 Q. If you had an attorney bad mouth  
21 you to a chiropractor, who didn't know you real  
22 well, or even if you knew him well, and that  
23 impacted your business, would you be upset?

24 A. If I had an attorney --

25 Q. Yeah.

214

1 A. Bad mouth --

2 Q. Yeah. Let's say someone called up  
3 Dr. Fonner right now, and started really bad  
4 mouthing you to him, and saying that you were a  
5 really bad guy, and, all of a sudden, Dr.  
6 Fonner thought, *well, I'm not going to refer*  
7 *cases to him anymore*, would you be upset?

8 A. I would say under that particular  
9 scenario, certainly, yeah.

10 Q. I mean, that's not something you  
11 would want someone to do, is it?

12 A. I don't think, honestly, anybody  
13 should really bad mouth anybody else. It's  
14 just a matter of you can discuss how you do  
15 business differently than other people do,  
16 that's what you discuss.

17 Q. And, you're not aware of any quid  
18 pro quo with Dr. Fonner that KNR had, or that  
19 you had, fair?

20 A. That's fair, yeah.

21 Q. Have you ever done business with  
22 Dr. Floros, Akron Square, I assume you haven't?

23 A. You know what, I had some Akron  
24 case, but they just somehow came to me. I  
25 don't know how I ended up with them. I had

215

1 nothing to do with the sign-up, or anything,  
2 but, somehow, I managed the tail end of them.

3 Q. So --

4 A. But, very few. I would say, maybe,  
5 less than a handful.

6 Q. Do you even remember who was on the  
7 cases for Floros?

8 A. No, I do not.

9 Q. So, you don't know anything about  
10 Akron Square, Dr. Floros?

11 A. No, other than I met with somebody  
12 that KNR did business up in this region with,  
13 but no.

14 Q. Earlier, when Mr. Pattakos was  
15 asking questions, you said, "I assumed that KNR  
16 had a good relationship with Naz."

17 A. Well, otherwise, you wouldn't send  
18 that many cases to her. I guess, it's just  
19 logical to me.

20 Q. My question is, you weren't  
21 implying something improper there, were you?

22 A. No. I wasn't aware of any quid pro  
23 quos. So, no, that's where they were -- she  
24 was the preferred person of choice, if they  
25 didn't have anybody else.

216

1 Q. Just like you have preferred  
2 chiropractors you like to use?

3 A. That's fair.

4 Q. How did it work at Keating's  
5 office?

6 A. How so?

7 Q. Signing up cases? Referring cases  
8 out?

9 A. Pretty much, a very similar fashion  
10 as to what I do now. You know, I would go out  
11 and meet the clients, or, you know, have people  
12 contact me from representing them previously,  
13 or being referred to me. And, if they were  
14 interested in treating at First Choice, I would  
15 meet them there, or if they wanted to go to a  
16 different chiropractor, like I said, I honestly  
17 don't discriminate. They can go wherever they  
18 want. I just explain the benefits, or what I  
19 know about the chiropractors that I do business  
20 with, and if they have someone they have a  
21 preexisting relationship with, or that has been  
22 recommended to them, I'll do business with  
23 anybody, even the ones I don't like.

24 Q. When you first went there, did  
25 Mr. Keating tell you, "Hey, here's the

365

1 expense to that chiropractor, beyond the bills  
2 themselves, that, if you were going to  
3 extremely cut them, that there could be  
4 situations where you're putting them almost in  
5 the negative, because they had marketing costs  
6 with acquiring that client.

7 So, to me, it makes sense. I do  
8 think that there's a reason to track who  
9 referred to who, just, so you can keep in mind,  
10 everybody's costs involved.

11 Q. And, you said that you don't see  
12 anything wrong with tracking referrals, in  
13 fact, you just said that. But, it all depends  
14 on your reasons for doing so, correct?

15 MR. BEST: Objection.

16 A. Yeah. Sure.

17 Q. Well, if you were tracking  
18 referrals to keep track of, and enforce a quid  
19 pro quo, then, it would be not appropriate,  
20 correct?

21 A. Yeah. I don't agree with quid pro  
22 quo, yes.

23 Q. So, when the investigators were at  
24 the chiropractors office, you testified about  
25 how a lawyer would have to get on the phone to

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1 explain the forms?

2 A. Yes.

3 Q. Was that on every case that the  
4 investigators signed up the client at the  
5 chiropractor, or was it only when the client  
6 had questions?

7 A. On my cases, it was every case.

8 Q. And, you expected the investigators  
9 to be on call every day to handle these  
10 sign-ups, didn't you?

11 MR. POPSON: Objection.

12 A. I didn't expect -- they just were.  
13 I didn't have control over them.

14 Q. But, you knew there was going to be  
15 Wes, or someone on call every day to handle  
16 these sign-ups, correct?

17 A. Yeah. And they would also tell you  
18 when people were out of rotation, or if there  
19 was only one investigator working that day.  
20 And, also, a lot of times, the investigators  
21 would report in, or it would make its way  
22 around the office, you know, Wes is at Town &  
23 Country right now meeting with somebody. That  
24 way, if you were on the phone with somebody who  
25 had called in on, like, the 1-800 -- whatever

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1 the hell it is -- HURT NOW, number, then, you  
2 can say, "Oh, you can go to Town & Country  
3 right now. We have somebody there."

4 Q. Did you ever become aware of Wes  
5 doing "investigative work," or other law firms,  
6 or anyone who wasn't a KNR client?

7 A. Not to my knowledge, no. My  
8 exposure to him was limited to my cases, I  
9 guess I would say.

10 Q. Sure. Did you become aware of any  
11 of the other investigators, so-called  
12 investigators, that the law firm used in  
13 Columbus, doing any kind of investigative work  
14 for anywhere else, except for KNR?

15 A. I don't know if there is an  
16 exclusivity type of agreement with them, or  
17 not. But Tom Fischer, and I think there was  
18 another guy, maybe, Paul Hildenbrandt, I can't  
19 remember if he was in Columbus or not. There  
20 were three of them, if I remember correctly.  
21 But, what those guys did, you know, Wes, was  
22 always more readily available. Those guys, you  
23 know, didn't seem to work quite as much as Wes  
24 did.

25 Q. Maybe, they were fill-ins for Wes.

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1 A. They could be, or, maybe, they only  
2 agreed to work so many days a week. I don't  
3 know.

4 Q. But, did you ever become aware that  
5 those guys were investigators who did  
6 investigative work on other cases for other law  
7 firms?

8 A. Not to my knowledge, no.

9 Q. You agree that on any case you  
10 handle, as a personal injury attorney, if there  
11 is a police report, in order to handle the case  
12 effectively, you have to get your hands on that  
13 police report?

14 A. Yes, sir.

15 Q. It would be your duty, your  
16 professional duty, to obtain that police  
17 report, correct?

18 A. Yes. Sure.

19 Q. Did anything -- did you ever come  
20 to understand that the firm operated under  
21 different policies in the other offices, apart  
22 from the contingent fee difference?

23 MR. MANNION: Objection.

24 A. I was under the impression  
25 everybody operated under the same.