

EXHIBIT G

HARBOUR, RICHARD A.
02/02/2019

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1 COMMON PLEAS COURT OF THE STATE OF OHIO

2 IN AND FOR THE COUNTY OF SUMMIT

3

4 MEMBER WILLIAMS, et al.,

5 Plaintiffs,

6 vs. JUDGE JAMES A. BROGAN

7 CASE NO. CV-2016-09-3928

8

9 KISLING, NESTICO & REDICK

10 LLC, et al.,

11 Defendants.

12

13 VIDEOTAPED DEPOSITION OF RICHARD A. HARBOUR

14 SATURDAY, FEBRUARY 2, 2019

15 9:47 A.M.

16 DoubleTree by Hilton Hotel

17 3150 West Market Street

18 Fairlawn, Ohio

19

20

21 REPORTED BY:

22 Sarah R. Drown

23

24

25 RPR, Notary Public

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1 General Medical Center charges and the General
2 Emergency Specialists, Inc. charge?
3 **A From memory, if I can recall correctly, this**
4 **was some time ago, that these were bills that I**
5 **believe that KNR was going to pay directly out**
6 **of the settlement.**
7 - - - - -
8 **(Defendants' Exhibit 9 was marked.)**
9 - - - - -
10 Q Exhibit 9.
11 Settlement memorandum from the second
12 case KNR represented you on, is that correct?
13 **A It appears to be.**
14 Q If you look at the second page of Exhibit 9, is
15 that your signature?
16 **A Yes, sir, it appears to be.**
17 Q Great.
18 - - - - -
19 (Defendants' Exhibit 10 was marked.)
20 - - - - -
21 Q Exhibit 10.
22 Is this the settlement memorandum from
23 the third case that KNR represented you on?
24 **A Looking at the charges and what I remember**
25 **about that case, it does appear to be correct,**

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1 **yes.**
2 Q That's your signature --
3 **A Well --**
4 Q I'm sorry. Go ahead.
5 **A Let me back up.**
6 **This would have been the --**
7 Q Was this the fourth case?
8 **A The fourth case, yes.**
9 Q Okay. I apologize.
10 **A That's okay. I looked at some information that**
11 **didn't seem to be correct.**
12 Q The signature is yours on Exhibit 10?
13 **A Yes.**
14 - - - - -
15 **(Defendants' Exhibit 11 was marked.)**
16 - - - - -
17 Q Exhibit 11 is the settlement memorandum on the
18 remaining case that we haven't looked at yet
19 for the settlement memorandum that KNR
20 represented you on, correct?
21 **A Correct. It looked like it would have been the**
22 **third case.**
23 Q Are those your initials and signature on
24 Exhibit 11?
25 **A It appears to be, yes.**

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1 Q Great. That was easy enough.
2 After your first accident in which KNR
3 represented you -- and that accident was I
4 think in April 2011. Is that correct?
5 **A The year sounds correct. I'm not 100 percent**
6 **sure about the exact month, but roughly.**
7 Q Take a look at that contingency fee agreement.
8 **A It would have happened it looks like on the**
9 **12th, because I believe I saw them the next day**
10 **after the accident.**
11 Q Okay.
12 **A So yes.**
13 Q Let me ask you this. Before you even went to
14 KNR, had you made up your mind you wanted to
15 seek legal advice for the accident?
16 **A After the -- the day after the accident, I was**
17 **in excruciating pain. I went to a local ER,**
18 **was examined was advised that I probably had**
19 **some back issues and stuff that I would need**
20 **treatment for. So at that time I knew it was**
21 **probably in my best interest due to the damage**
22 **of my vehicle and everything to seek legal**
23 **advice. Yes.**
24 Q Was anybody with you at the hospital?
25 **A No.**

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1 Q Did you talk to anybody before you sought legal
2 advice?
3 **A No, sir.**
4 Q What did you want to seek legal advice for?
5 What was the reason?
6 **A Getting the repairs done on my vehicle properly**
7 **and to make sure that my medical needs were**
8 **properly taken care of.**
9 Q When you say your medical needs were properly
10 taken care of, do you mean to help you get to a
11 doctor or do you mean to be paid for the
12 services?
13 **A My intention of that was to ensure that the**
14 **bills that I would incur were not handled by**
15 **myself or my private insurance but were handled**
16 **by the at-fault party's insurance and taken**
17 **care of in that matter.**
18 Q Have you ever tried to negotiate a settlement
19 with an insurance company yourself?
20 **A Not that I can recall, no.**
21 Q Okay. You didn't want to do that in this case
22 either, true?
23 **A Correct.**
24 Q Why?
25 **A At that time -- I'm not an attorney. I'm not**

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<p>1 skilled in medical knowledge and negotiations. 2 It's nothing that I know a lot about. 3 Q You wanted a professional who does this for a 4 living to handle the case? 5 A Correct, that I felt was professional and would 6 handle this in a professional manner. 7 Q What were your expectations of whatever 8 attorney you were going to hire? What did you 9 expect them to do for you? 10 A I believed and hoped they would be fair, 11 impartial, and handle everything to the letter 12 of the law, the way it was supposed to be, and 13 fight for the best interest of myself as their 14 client. 15 Q Okay. When you say your best interest, what do 16 you mean? 17 A Simply that. My best interest. What was in 18 the best interest in a settlement or any 19 negotiation that were in the best interest of 20 myself, not the insurance company, not the 21 hospital, not an attorney for say, but in my 22 best interest. To make sure that things were 23 handled as best could be handled. 24 Q You wanted them to get the fairest and fullest 25 compensation for your injuries they could,</p>	<p>1 know, premier accident attorneys. 2 Q Did you do any investigation on them? 3 A Not at that time, no. 4 Q Okay. You didn't call them because of a 5 promise to get you a loan, fair? 6 A No. That was never discussed. 7 Q Okay. And they never tried to push a loan on 8 you ever, did they? 9 A Not that I can recall, no. 10 Q You've had payday loans in the past? 11 A To the best of my knowledge, I believe I've had 12 one or two, yes. 13 Q And those are pretty high interest loans? 14 A From what I can recall, yes. 15 Q Why were you getting a payday loan, do you 16 recall? 17 A Not at that time, no. 18 Q What do you mean? 19 A I can't recall why I would have ever gotten a 20 payday loan. Probably for, you know, financial 21 reasons at the time, but I can't recall 22 specific reasons. 23 Q But certainly you didn't call KNR because they 24 said, "Hey, we can get you some cash right away 25 with a loan," true?</p>
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<p>1 correct? 2 A Correct. 3 Q Because in addition to paying for the bills and 4 the property damage, you felt you deserved some 5 money for the pain you went through, correct? 6 A To some degree, yes. I was also advised that I 7 was entitled to compensation for pain and 8 suffering. So that went along with 9 negotiations, as far as I was concerned. 10 Q How did you hear about KNR? 11 A I had saw their ads on METRO city buses and 12 heard radio commercials on WKDD 98.1. 13 Q You weren't referred to KNR by somebody? 14 A No, sir. 15 Q What did you see on the bus and what did you 16 hear on the radio that made you call them? 17 A They just seemed like a reputable law firm that 18 cared about their clients and were going to do, 19 you know, the judiciary and fullest extent to 20 handle my claim and had the experience to do 21 so. 22 Q What was it about the advertisements either on 23 the bus or the radio that made you think that? 24 A Because of their slogan of 1-800-HURT-NOW, that 25 they were, you know, Northeast Ohio's, you</p>	<p>1 A That was never told to me. That's correct. 2 Q Okay. So tell me, then, about calling KNR, 3 getting together with them. What happened? 4 A After I left the hospital, I called I believe 5 it was the 1-800-HURT-NOW number and explained 6 what was going on. They had put me in touch 7 with Attorney Mark Lindsey. He advised that he 8 was in the office that day, it was a Saturday, 9 and that I was able to come right in and he 10 would, you know, listen and decide if they 11 needed to handle the case. 12 So I went from the area that I was in at 13 the time directly to their location and met 14 with Attorney Lindsey, explained the situation. 15 He felt they would be able to, you know, 16 properly handle this case and signed me up. 17 And also advised that I would need to see 18 a medical doctor for any medical issues that I 19 would have because insurances sometimes 20 don't -- well, my primary care doctor, pardon 21 me, doesn't tend to like to handle accident 22 claims, so he stated. 23 And that they would recommend me to a 24 chiropractor if I needed one. Which I didn't 25 see any issue with at the time. So they</p>

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