

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

MEMBER WILLIAMS, et al.,

Plaintiffs,

v.

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

Defendant.

Case No.: 2016-09-3928

Judge: James Brogan

**ANSWER OF DEFENDANT SAM N.
GHOUBRIAL, M.D. TO PLAINTIFF'S
SIXTH AMENDED COMPLAINT**

Jury Demand

Now comes Defendant, Sam N. Ghoubrial, M.D., by and through undersigned counsel, and for his Answer to Plaintiffs' Sixth Amended Complaint, states as follows:

I. INTRODUCTION

1. This answering Defendant expressly denies he was ever involved in any "fraudulent scheme." Defendant denies all other baseless assertions contained in Paragraph 1 of Plaintiffs' Sixth Amended Complaint.

2. To the extent the allegations in Paragraph 2 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Specifically, Defendant Ghoubrial expressly denies engaging in a price gouging scheme, inflating prices for medical treatment or equipment, and pressuring patients to waive insurance benefits.

3. To the extent Paragraph 3 of Plaintiffs' Sixth Amended Complaint states legal conclusions no answer is required. To the extent an answer is required, Defendant denies all allegations contained in Paragraph 3 of Plaintiffs' Sixth Amended Complaint.

II. PARTIES

4. This answering Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 4 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

5. This answering Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 5 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

6. Defendant admits he is a medical doctor. Defendant denies all other allegations contained in Paragraph 6 of the Sixth Amended Complaint.

7. This answering Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 7 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

8. This answering Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 8 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

9. To the extent the allegations contained in Paragraph 9 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant is without sufficient information to admit or deny the remaining allegations contained in Paragraph 9 of Plaintiffs' Sixth Amended Complaint and therefore denies same for want of knowledge.

10. To the extent the allegations contained in Paragraph 10 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant is without sufficient information to admit or deny the remaining allegations contained in Paragraph 10 of Plaintiffs' Sixth Amended Complaint and therefore denies same for want of knowledge.

11. Defendant admits he provided medical treatment and care to Plaintiff Harbour at various times with the last treatment having been provided in 2012. Defendant denies he overcharged Plaintiff Harbour for trigger point injections, TENS Units, or any other treatment. Defendant's care and treatment of Plaintiff Harbour was always medically necessary and

appropriate, was guided only by his professional judgment and within the standard of care at all times. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 11 of the Sixth Amended Complaint as they are directed to other Defendants.

III. JURISDICTION AND VENUE

12. This answering Defendant states that Paragraph 12 of the Sixth Amended Complaint states a legal conclusion for which no response is necessary. To the extent an answer is required, Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 12 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

13. This answering Defendant states that Paragraph 13 of the Sixth Amended Complaint states a legal conclusion for which no response is necessary. To the extent an answer is required, Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 13 of the Sixth Amended Complaint and therefore denies same for want of knowledge.

IV. Statement of the Facts and Summary of the Three Putative Classes

14. Defendant can neither admit nor deny the allegations contained in Paragraph 14 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

15. Defendant can neither admit nor deny the allegations contained in Paragraph 15 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

16. Defendant denies any quid pro quo relationship with any other Party to this action. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 16 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

17. To the extent to the allegations contained in Paragraph 17 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied.

18. Defendant can neither admit nor deny the allegations contained in Paragraph 18 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

19. Defendant can neither admit nor deny the allegations contained in Paragraph 19 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

20. Defendant can neither admit nor deny the allegations contained in Paragraph 20 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

21. Defendant can neither admit nor deny the allegations contained in Paragraph 21 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

22. Defendant can neither admit nor deny the allegations contained in Paragraph 22 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

23. Defendant can neither admit nor deny the allegations contained in Paragraph 23 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

24. Defendant can neither admit nor deny the allegations contained in Paragraph 24 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

25. Defendant can neither admit nor deny the allegations contained in Paragraph 25 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

26. Defendant can neither admit nor deny the allegations contained in Paragraph 26 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

27. Defendant can neither admit nor deny the allegations contained in Paragraph 27 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

28. Defendant can neither admit nor deny the allegations contained in Paragraph 28 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

29. Defendant can neither admit nor deny the allegations contained in Paragraph 29 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

30. Defendant can neither admit nor deny the allegations contained in Paragraph 30 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

31. Defendant can neither admit nor deny the allegations contained in Paragraph 31 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

32. Defendant denies any quid pro quo relationship with any other Party to this action. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 32 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

33. To the extent to the allegations contained in Paragraph 33 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 33 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

34. To the extent to the allegations contained in Paragraph 34 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 34 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

35. To the extent to the allegations contained in Paragraph 35 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied.

36. To the extent to the allegations contained in Paragraph 36 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied.

37. Defendant can neither admit nor deny the allegations contained in Paragraph 37 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

38. Defendant can neither admit nor deny the allegations contained in Paragraph 38 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

39. Defendant can neither admit nor deny the allegations contained in Paragraph 39 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

40. Defendant can neither admit nor deny the allegations contained in Paragraph 40 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

41. Defendant can neither admit nor deny the allegations contained in Paragraph 41 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

42. Defendant can neither admit nor deny the allegations contained in Paragraph 42 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

43. To the extent to the allegations contained in Paragraph 43 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 43 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

44. To the extent to the allegations contained in Paragraph 44 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 44 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

45. Defendant denies all allegations contained in Paragraph 45 of Plaintiffs' Sixth Amended Complaint.

46. Defendant denies all allegations contained in Paragraph 46 of Plaintiffs' Sixth Amended Complaint.

47. Defendant denies all allegations contained in Paragraph 47 of Plaintiffs' Sixth Amended Complaint.

48. Defendant denies all allegations contained in Paragraph 48 of Plaintiffs' Sixth Amended Complaint. The unsupported assertions contained in Paragraph 48 of Plaintiffs' Sixth Amended Complaint do not require a response.

49. Defendant denies all allegations contained in Paragraph 49 of Plaintiffs' Sixth Amended Complaint.

50. Defendant denies all allegations contained in Paragraph 50 of Plaintiffs' Sixth Amended Complaint.

51. Defendant denies all allegations contained in Paragraph 51 of Plaintiffs' Sixth Amended Complaint.

52. Defendant denies all allegations contained in Paragraph 52 of Plaintiffs' Sixth Amended Complaint.

53. Defendant denies all allegations contained in Paragraph 53 of Plaintiffs' Sixth Amended Complaint.

54. Defendant denies all allegations contained in Paragraph 54 of Plaintiffs' Sixth Amended Complaint. Further answering, Dr. Ghoubril's testimony speaks for itself.

55. Defendant denies all allegations contained in Paragraph 55 of Plaintiffs' Sixth Amended Complaint.

56. Defendant denies all allegations contained in Paragraph 56 of Plaintiffs' Sixth Amended Complaint.

57. Defendant denies all allegations contained in Paragraph 57 of Plaintiffs' Sixth Amended Complaint.

58. Defendant denies all allegations contained in Paragraph 58 of Plaintiffs' Sixth Amended Complaint.

59. Defendant denies all allegations contained in Paragraph 59 of Plaintiffs' Sixth Amended Complaint.

60. Defendant denies all allegations contained in Paragraph 60 of Plaintiffs' Sixth Amended Complaint.

61. Defendant denies all allegations contained in Paragraph 61 of Plaintiffs' Sixth Amended Complaint.

62. Defendant denies all allegations contained in Paragraph 62 of Plaintiffs' Sixth Amended Complaint.

63. Defendant denies all allegations contained in Paragraph 63 of Plaintiffs' Sixth Amended Complaint.

64. Defendant denies all allegations contained in Paragraph 64 of Plaintiffs' Sixth Amended Complaint.

65. Defendant denies all allegations contained in Paragraph 65 of Plaintiffs' Sixth Amended Complaint.

66. Defendant denies all allegations contained in Paragraph 66 of Plaintiffs' Sixth Amended Complaint. Further answering, the files produced were requested by Plaintiffs after Plaintiff's counsel specifically solicited former patients who had received trigger point injections and TENS Units from Dr. Ghoubrial.

67. Defendant denies all allegations contained in Paragraph 67 of Plaintiffs' Sixth Amended Complaint.

68. Defendant denies all allegations contained in Paragraph 68 of Plaintiffs' Sixth Amended Complaint.

69. Defendant denies all allegations contained in Paragraph 69 of Plaintiffs' Sixth Amended Complaint.

70. Defendant denies all allegations contained in Paragraph 70 of Plaintiffs' Sixth Amended Complaint.

71. Defendant admits he give all of his patients the best treatment available irrespective of their ability to pay for the medical services provided. Defendant denies the remaining allegations contained in Paragraph 71 of Plaintiffs' Amended Complaint.

72. Defendant denies all allegations contained in Paragraph 72 of Plaintiffs' Sixth Amended Complaint.

73. Defendant admits his personal injury practice is separate and distinct from his internal medicine practice. Defendant denies the remaining allegations contained in Paragraph 73 of Plaintiffs' Sixth Amended Complaint.

74. Defendant admits his personal injury practice does not accept health insurance because the practice is not credentialed, most of the personal injury patients do not have health insurance and health insurers do regularly deny claims for patients injured in motor vehicle accidents.

75. Defendant denies all allegations contained in Paragraph 75 of Plaintiffs' Sixth Amended Complaint.

76. To the extent to the allegations contained in Paragraph 76 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 76 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

77. Defendant denies all allegations contained in Paragraph 77 of Plaintiffs' Sixth Amended Complaint.

78. To the extent to the allegations contained in Paragraph 78 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 78 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

79. To the extent to the allegations contained in Paragraph 79 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 79 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

80. To the extent to the allegations contained in Paragraph 80 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 80 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

81. To the extent to the allegations contained in Paragraph 81 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 81 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

82. To the extent to the allegations contained in Paragraph 82 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 82 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

83. To the extent to the allegations contained in Paragraph 83 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 83 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

84. To the extent to the allegations contained in Paragraph 84 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 84 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

85. To the extent to the allegations contained in Paragraph 85 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 85 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

86. To the extent to the allegations contained in Paragraph 86 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 86 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

87. To the extent to the allegations contained in Paragraph 87 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can

neither admit nor deny the remaining allegations contained in Paragraph 87 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

88. To the extent to the allegations contained in Paragraph 88 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 88 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

89. To the extent to the allegations contained in Paragraph 89 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 89 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

90. To the extent to the allegations contained in Paragraph 90 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 90 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

91. To the extent to the allegations contained in Paragraph 91 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 91 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

92. To the extent to the allegations contained in Paragraph 92 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 92 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

93. To the extent to the allegations contained in Paragraph 93 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 93 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

94. Defendant can neither admit nor deny the allegations contained in Paragraph 94 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

95. Defendant can neither admit nor deny the allegations contained in Paragraph 95 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

96. To the extent to the allegations contained in Paragraph 96 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 96 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

97. To the extent to the allegations contained in Paragraph 97 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 97 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

98. To the extent to the allegations contained in Paragraph 98 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 98 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

99. Defendant can neither admit nor deny the allegations contained in Paragraph 99 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

100. To the extent to the allegations contained in Paragraph 100 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 100 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

101. To the extent to the allegations contained in Paragraph 101 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 101 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

102. To the extent to the allegations contained in Paragraph 102 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 102 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

103. To the extent to the allegations contained in Paragraph 103 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 103 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

104. To the extent to the allegations contained in Paragraph 104 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 104 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

105. To the extent to the allegations contained in Paragraph 105 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can

neither admit nor deny the remaining allegations contained in Paragraph 105 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

106. To the extent to the allegations contained in Paragraph 106 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 106 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

107. To the extent to the allegations contained in Paragraph 107 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 107 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

108. Defendant can neither admit nor deny the allegations contained in Paragraph 108 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

109. Defendant can neither admit nor deny the allegations contained in Paragraph 109 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

110. To the extent to the allegations contained in Paragraph 110 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 110 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

111. To the extent to the allegations contained in Paragraph 111 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 111 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

112. To the extent to the allegations contained in Paragraph 112 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 112 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

113. Defendant can neither admit nor deny the allegations contained in Paragraph 113 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

114. Defendant can neither admit nor deny the allegations contained in Paragraph 114 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

115. Defendant can neither admit nor deny the allegations contained in Paragraph 115 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

116. Defendant can neither admit nor deny the allegations contained in Paragraph 116 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

117. Defendant can neither admit nor deny the allegations contained in Paragraph 117 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

118. Defendant can neither admit nor deny the allegations contained in Paragraph 118 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

119. Defendant can neither admit nor deny the allegations contained in Paragraph 119 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

120. Defendant can neither admit nor deny the allegations contained in Paragraph 120 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

121. Defendant can neither admit nor deny the allegations contained in Paragraph 121 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

122. Defendant can neither admit nor deny the allegations contained in Paragraph 122 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

123. Defendant can neither admit nor deny the allegations contained in Paragraph 123 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

124. Defendant can neither admit nor deny the allegations contained in Paragraph 124 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

125. Defendant can neither admit nor deny the allegations contained in Paragraph 125 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

126. Defendant can neither admit nor deny the allegations contained in Paragraph 126 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

127. Defendant can neither admit nor deny the allegations contained in Paragraph 127 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

128. Defendant can neither admit nor deny the allegations contained in Paragraph 128 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

129. Defendant can neither admit nor deny the allegations contained in Paragraph 129 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

130. Defendant can neither admit nor deny the allegations contained in Paragraph 130 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

131. Defendant can neither admit nor deny the allegations contained in Paragraph 131 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

132. Defendant can neither admit nor deny the allegations contained in Paragraph 132 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

133. Defendant can neither admit nor deny the allegations contained in Paragraph 133 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

134. Defendant can neither admit nor deny the allegations contained in Paragraph 134 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

135. Defendant can neither admit nor deny the allegations contained in Paragraph 135 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

136. Defendant can neither admit nor deny the allegations contained in Paragraph 136 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

137. Defendant can neither admit nor deny the allegations contained in Paragraph 137 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

138. Defendant can neither admit nor deny the allegations contained in Paragraph 138 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

139. Defendant can neither admit nor deny the allegations contained in Paragraph 139 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

140. Defendant can neither admit nor deny the allegations contained in Paragraph 140 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

141. Defendant can neither admit nor deny the allegations contained in Paragraph 141 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

142. Defendant can neither admit nor deny the allegations contained in Paragraph 142 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

143. Defendant can neither admit nor deny the allegations contained in Paragraph 143 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

144. Defendant can neither admit nor deny the allegations contained in Paragraph 144 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

145. Defendant can neither admit nor deny the allegations contained in Paragraph 145 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

146. Defendant can neither admit nor deny the allegations contained in Paragraph 146 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

147. Defendant can neither admit nor deny the allegations contained in Paragraph 147 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

148. Defendant can neither admit nor deny the allegations contained in Paragraph 148 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

149. To the extent to the allegations contained in Paragraph 149 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 149 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

150. To the extent to the allegations contained in Paragraph 150 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 150 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

151. To the extent to the allegations contained in Paragraph 151 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 151 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

152. To the extent to the allegations contained in Paragraph 152 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 152 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

153. To the extent to the allegations contained in Paragraph 153 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 153 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

154. To the extent to the allegations contained in Paragraph 154 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 154 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

155. To the extent to the allegations contained in Paragraph 155 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 155 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

VI. CLASS-ACTION CLAIMS

Claim 1 – Fraud Undisclosed Self-Dealing/Price-Gouging Plaintiffs Reid, Norris, Harbour and Class A

156. This Defendant hereby incorporates his responses in Paragraphs 1 through 155 of his Answer as if fully re-written herein.

157. To the extent to the allegations contained in Paragraph 157 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can

neither admit nor deny the remaining allegations contained in Paragraph 157 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

158. To the extent to the allegations contained in Paragraph 158 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 158 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

159. To the extent to the allegations contained in Paragraph 159 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 159 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

160. To the extent to the allegations contained in Paragraph 160 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 160 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

161. To the extent to the allegations contained in Paragraph 161 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 161 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants. Further answering, all claims for breach of fiduciary duty against Dr. Ghoubril have been dismissed by this Court.

162. To the extent to the allegations contained in Paragraph 162 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 162 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

163. To the extent to the allegations contained in Paragraph 163 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 163 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

164. To the extent to the allegations contained in Paragraph 164 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 164 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

165. To the extent to the allegations contained in Paragraph 165 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 165 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

166. To the extent to the allegations contained in Paragraph 166 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 166 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

167. To the extent to the allegations contained in Paragraph 167 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 167 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

168. As Paragraph 168 of Plaintiffs' Sixth Amended Complaint states a legal conclusion no answer is required. Further answering, and to the extent an answer is required, to the extent to the allegations contained in Paragraph 168 of Plaintiffs' Sixth Amended Complaint

are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 168 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

169. To the extent to the allegations contained in Paragraph 169 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 169 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

170. To the extent to the allegations contained in Paragraph 170 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 170 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 2 – Breach of Fiduciary Duty
Undisclosed Self-Dealing/Price-Gouging
Plaintiffs Reid, Norris, Harbour, and Class A**

171. This Defendant hereby incorporates his responses in Paragraphs 1 through 170 of his Answer as if fully re-written herein.

172. Defendant can neither admit nor deny the allegations contained in Paragraph 172 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

173. Defendant can neither admit nor deny the allegations contained in Paragraph 173 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

174. Defendant can neither admit nor deny the allegations contained in Paragraph 174 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

175. Defendant can neither admit nor deny the allegations contained in Paragraph 175 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

176. Defendant can neither admit nor deny the allegations contained in Paragraph 176 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 3 – Unjust Enrichment
Undisclosed Self-Dealing/Price Gouging
Plaintiffs Reid, Norris, Harbour, and Class A**

177. This Defendant hereby incorporates his responses in Paragraphs 1 through 176 of his Answer as if fully re-written herein.

178. To the extent to the allegations contained in Paragraph 178 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 178 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

179. To the extent to the allegations contained in Paragraph 179 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 179 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

180. To the extent to the allegations contained in Paragraph 180 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 180 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

181. To the extent to the allegations contained in Paragraph 181 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 181 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 4 – Unconscionable Contract
Undisclosed Self-Dealing/Price-Gouging
Plaintiffs Reid, Norris, Harbour, and Class A**

182. This Defendant hereby incorporates his responses in Paragraphs 1 through 181 of his Answer as if fully re-written herein.

183. To the extent to the allegations contained in Paragraph 183 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 183 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

184. To the extent to the allegations contained in Paragraph 184 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 184 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

185. To the extent to the allegations contained in Paragraph 185 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 185 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

186. To the extent to the allegations contained in Paragraph 186 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 186 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

Claim 5 – Ohio Corrupt Practices Act (R.C. 2923.34)
Undisclosed Self-Dealing-Price-Gouging
Plaintiffs Reid, Norris, Harbour, and Class A

187. This Defendant hereby incorporates his responses in Paragraphs 1 through 186 of his Answer as if fully re-written herein.

188. To the extent to the allegations contained in Paragraph 188 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 188 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

189. To the extent to the allegations contained in Paragraph 189 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 189 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants. Further answering, all claims for breach of fiduciary duty against Dr. Ghoubril have been dismissed by this Court.

190. To the extent to the allegations contained in Paragraph 190 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 190 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants. Further answering, Plaintiffs have neither alleged nor produced any evidence to even suggest Dr. Ghoubril ever communicated by phone, mail or wire with any named or prospective Plaintiff.

191. To the extent to the allegations contained in Paragraph 191 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 191 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants. Further answering, Plaintiffs have

neither alleged nor produced any evidence to even suggest Dr. Ghoubrial ever communicated by phone, mail or wire with any named or prospective Plaintiff.

192. To the extent to the allegations contained in Paragraph 192 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 192 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants. Further answering, Plaintiffs have neither alleged nor produced any evidence to even suggest Dr. Ghoubrial ever communicated by phone, mail or wire with any named or prospective Plaintiff.

193. To the extent to the allegations contained in Paragraph 193 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 193 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

194. To the extent to the allegations contained in Paragraph 194 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 194 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

195. To the extent to the allegations contained in Paragraph 195 of Plaintiffs' Sixth Amended Complaint are directed to this answering Defendant they are denied. Defendant can neither admit nor deny the remaining allegations contained in Paragraph 195 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants

Claim 6 – Fraud
Undisclosed Self-Dealing with Chiropractors-Narrative Fees
Plaintiffs Reid and Norris and Class B

196. This Defendant hereby incorporates his responses in Paragraphs 1 through 195 of his Answer as if fully re-written herein.

197. Defendant can neither admit nor deny the allegations contained in Paragraph 197 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

198. Defendant can neither admit nor deny the allegations contained in Paragraph 198 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

199. Defendant can neither admit nor deny the allegations contained in Paragraph 199 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

200. Defendant can neither admit nor deny the allegations contained in Paragraph 200 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

201. Defendant can neither admit nor deny the allegations contained in Paragraph 201 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

202. Defendant can neither admit nor deny the allegations contained in Paragraph 202 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

203 Defendant can neither admit nor deny the allegations contained in Paragraph 203 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

204. Defendant can neither admit nor deny the allegations contained in Paragraph 204 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

205. Defendant can neither admit nor deny the allegations contained in Paragraph 205 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

206. Defendant can neither admit nor deny the allegations contained in Paragraph 206 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

207. Defendant can neither admit nor deny the allegations contained in Paragraph 207 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

208. Defendant can neither admit nor deny the allegations contained in Paragraph 208 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

209. Defendant can neither admit nor deny the allegations contained in Paragraph 209 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 7– Breach of Fiduciary Duty
Undisclosed Self-Dealing with Chiropractors-Narrative Fee
Plaintiffs Reid and Norris and Class B**

210. This Defendant hereby incorporates his responses in Paragraphs 1 through 209 of his Answer as if fully re-written herein.

211. Defendant can neither admit nor deny the allegations contained in Paragraph 211 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

212. Defendant can neither admit nor deny the allegations contained in Paragraph 212 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

213. Defendant can neither admit nor deny the allegations contained in Paragraph 213 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

214. Defendant can neither admit nor deny the allegations contained in Paragraph 214 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

215. Defendant can neither admit nor deny the allegations contained in Paragraph 215 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

216. Defendant can neither admit nor deny the allegations contained in Paragraph 216 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

217. Defendant can neither admit nor deny the allegations contained in Paragraph 217 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 8 – Unjust Enrichment
Undisclosed Self-Dealing with Chiropractors-Narrative Fee
Plaintiffs Reid and Norris and Class B**

218. This Defendant hereby incorporates his responses in Paragraphs 1 through 217 of his Answer as if fully re-written herein.

219. Defendant can neither admit nor deny the allegations contained in Paragraph 219 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

220. Defendant can neither admit nor deny the allegations contained in Paragraph 220 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

221. Defendant can neither admit nor deny the allegations contained in Paragraph 221 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

222. Defendant can neither admit nor deny the allegations contained in Paragraph 222 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 9 – Fraud
Investigation Fees
Plaintiffs Williams, Reid, Norris, Harbour and Class C**

223. This Defendant hereby incorporates his responses in Paragraphs 1 through 222 of his Answer as if fully re-written herein.

224. Defendant can neither admit nor deny the allegations contained in Paragraph 224 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

225. Defendant can neither admit nor deny the allegations contained in Paragraph 225 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

226. Defendant can neither admit nor deny the allegations contained in Paragraph 226 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

227. Defendant can neither admit nor deny the allegations contained in Paragraph 227 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

228. Defendant can neither admit nor deny the allegations contained in Paragraph 228 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

229. Defendant can neither admit nor deny the allegations contained in Paragraph 229 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

230. Defendant can neither admit nor deny the allegations contained in Paragraph 230 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

231. Defendant can neither admit nor deny the allegations contained in Paragraph 231 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

232. Defendant can neither admit nor deny the allegations contained in Paragraph 232 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

233. Defendant can neither admit nor deny the allegations contained in Paragraph 233 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

234. Defendant can neither admit nor deny the allegations contained in Paragraph 234 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

235. Defendant can neither admit nor deny the allegations contained in Paragraph 235 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

236. Defendant can neither admit nor deny the allegations contained in Paragraph 236 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

237. Defendant can neither admit nor deny the allegations contained in Paragraph 237 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 10 –Breach of Contract
Investigation Fees
Plaintiffs Williams, Reid, Norris, Harbour and Class C**

238. This Defendant hereby incorporates his responses in Paragraphs 1 through 237 of his Answer as if fully re-written herein.

239. Defendant can neither admit nor deny the allegations contained in Paragraph 239 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

240. Defendant can neither admit nor deny the allegations contained in Paragraph 240 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

241. Defendant can neither admit nor deny the allegations contained in Paragraph 241 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

242. Defendant can neither admit nor deny the allegations contained in Paragraph 242 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 11 – Breach of Fiduciary Duty
Investigation Fees
Plaintiffs Williams, Norris, Harbour and Class C**

243. This Defendant hereby incorporates his responses in Paragraphs 1 through 242 of his Answer as if fully re-written herein.

244. Defendant can neither admit nor deny the allegations contained in Paragraph 244 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

245. Defendant can neither admit nor deny the allegations contained in Paragraph 245 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

246. Defendant can neither admit nor deny the allegations contained in Paragraph 246 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

247. Defendant can neither admit nor deny the allegations contained in Paragraph 247 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

248. Defendant can neither admit nor deny the allegations contained in Paragraph 248 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

249. Defendant can neither admit nor deny the allegations contained in Paragraph 249 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

**Claim 12 – Unjust Enrichment
Investigation Fees
Plaintiffs Williams, Reid, Norris, Harbour and Class C**

250. This Defendant hereby incorporates his responses in Paragraphs 1 through 249 of his Answer as if fully re-written herein.

251. Defendant can neither admit nor deny the allegations contained in Paragraph 251 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

252. Defendant can neither admit nor deny the allegations contained in Paragraph 252 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

253. Defendant can neither admit nor deny the allegations contained in Paragraph 253 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

254. Defendant can neither admit nor deny the allegations contained in Paragraph 254 of Plaintiffs' Sixth Amended Complaint as they are directed to other Defendants.

AFFIRMATIVE DEFENSES

1. Plaintiffs failed to state a claim upon which relief may be granted and are barred from recovery.
2. Plaintiffs fail to satisfy all or part of the requirements set forth in Ohio R. Civ. P. 23(a)(1) through (4) inclusive.
3. Plaintiffs fail to satisfy all or part of the requirements set forth in Ohio R. Civ. P. 23(b)(1) through (3) inclusive.
4. Plaintiffs have failed to comply with the pleading requirements of Ohio R. Civ. P. 10(D)(2).
5. Plaintiffs have pled no set of facts sufficient to sustain their burden of proving that they are representative of any alleged class.
6. Plaintiffs lack standing to bring and maintain their claims on behalf of putative classes and standing to pursue their claims for relief.
7. The claims of Plaintiffs and some or all of the purported classes are bound and precluded, in whole or in part, by the doctrines of *res judicata*, collateral estoppel, judicial estoppel, and judicial approval.
8. Plaintiffs' claims are barred, in whole or in part, by the Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments and the Seventh Amendments' guarantee of a jury trial under the United States Constitution to the extent Plaintiffs seek to extrapolate liability, causation or damages on a class-wide basis, instead of proving liability, causation and damages for each individual class member.

9. Any award of punitive damages would constitute the imposition of a criminal penalty without the safeguards guaranteed by the Fifth, Sixth, Eighth, and Fourteenth Amendments of the United States Constitution and similar provisions of the Ohio Constitution.

10. The imposition of punitive or exemplary damages would constitute an excessive fine under the Eighth Amendment, would deny Defendant of equal protection of the laws under the Fourteenth Amendment and similar provisions of the Ohio Constitution, and would violate the Due Process clauses of the Ohio Constitution.

11. Plaintiffs' claim for punitive damages or exemplary damages against Defendant cannot be maintained unless the trial is bifurcated. Any award of punitive or exemplary damages without bifurcating the trial and trying all punitive damages issues only if and after liability on the merits has been found, would violate Defendant's due process rights guaranteed by the Fourteenth Amendment to the United States Constitution and the Ohio Constitution.

12. The imposition of punitive or exemplary damages in this case against Defendant would contravene the Commerce Clause of the United States Constitution in that such an award would constitute an undue and unreasonable burden on interstate commerce.

13. The imposition of punitive damages under applicable law would be unlawful and unauthorized, would be void for vagueness, both facially and as applied, as a result of, among other deficiencies, the absence of adequate notice of what conduct is subject to punishment, the absence of adequate notice of what punishment may be imposed, and the absence of a predetermined limit, such as a maximum multiple of compensatory damages or maximum amount, on the amount of punitive damages that jury may impose, all in violation of the Due Process Clause of the Fourteenth Amendment to the United States Constitution, the Ohio Constitution, and the common law and public policy of the State of Ohio.

14. Plaintiffs' claim for punitive damages is subject to the limitations established by R.C. §§ 2307.80 and 2315.21.

15. Plaintiffs' claims are barred, in whole or in part, by the economic loss doctrine.

16. Plaintiffs' fraud claims are not pled with particularity as required by Ohio R. Civ. P. 9(b).

17. Plaintiffs and the classes have failed to satisfy conditions precedent, including, without limitation, privity of contract under the applicable agreements.

18. Plaintiffs Norris and Harbour both reviewed and approved the Settlement Memorandums authorizing dispersals to this Defendant for services rendered.

19. Plaintiffs' claims are barred, in whole or in part, by the doctrines of accord and satisfaction and novation.

20. Plaintiffs failed to join the necessary parties to this action pursuant to Ohio Rules of Civil Procedure 12(B)(7) and 19, and is, therefore, barred from recovery.

21. Plaintiffs failed to mitigate their damages, if any, and is barred from recovery.

22. Plaintiffs may have failed to commence these proceedings within the applicable statute of limitations and are therefore barred from recovery.

23. Plaintiff may have failed to commence these proceedings within the applicable statute of repose and are therefore barred from recovery.

24. Plaintiffs' claims are barred by the doctrines of laches, waiver, and/or estoppel.

25. Plaintiffs' injuries and damages, if any, which are specifically denied, were caused by persons, firms, corporations or entities over whom this Defendant had no control and no duty to control.

26. The damages sought by Plaintiffs are attributable to one or more persons from whom Plaintiffs do not seek recovery in this action.

27. Plaintiffs' claims are barred as Plaintiffs did not sustain any loss or damage as a proximate consequence of any alleged act or omission on the part of this Defendant.

28. Plaintiffs' claims are barred as any damages which Plaintiffs may have sustained were proximately caused by Plaintiffs' own acts, omissions, and/or negligence.

29. Defendant is entitled to an apportionment of liability to other parties and non-parties to this action pursuant to R.C. 2307.23.

30. Plaintiffs' claims are barred by the doctrines of comparative negligence and/or assumption of the risk.

31. Plaintiffs' Sixth Amended Complaint fails for insufficiency of process and/or service.

32. Venue may be improper.

33. Plaintiffs' Sixth Amended Complaint must be dismissed for lack of personal and/or subject matter jurisdiction.

34. Plaintiffs' Complaint is frivolous and factually and legally baseless and violates Ohio R. Civ. P. 11 and O.R.C. § 2323.51.

35. Defendant reserves the right to supplement additional affirmative defenses, if appropriate, after the completion of discovery and/or investigation.

WHEREFORE, Defendant prays Plaintiffs' Sixth Amended Complaint be dismissed with prejudice and that Plaintiffs be ordered to pay all costs and reasonable attorney's fees sustained by this Defendant and all other such relief as the Court deems just and equitable.

Respectfully Submitted,

By: /s/ Bradley J. Barmen

Bradley J. Barmen (0076515)
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Cleveland, Ohio 44114
Tel. 216.344.9422
Fax 216.344.9421
Counsel for Defendant
Sam N. Ghoubrial, M.D.

JURY DEMAND

Defendant, Sam. N. Ghoubrial, M.D. hereby demands a trial by jury pursuant to Ohio Rules of Civil Procedure.

/s/ Bradley J. Barmen

Bradley J. Barmen (0076515)
Counsel for Defendant
Sam N. Ghoubrial, M.D.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Answer of Defendant Sam N. Ghoubrial to Plaintiffs' Sixth Amended Complaint was filed electronically and will served upon all parties by operation of the Court's e-filing system on this 9th day of August, 2019.

/s/ Bradley J. Barmen

Bradley J. Barmen
Counsel for Defendant
Sam N. Ghoubrial, M.D.