

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

MEMBER WILLIAMS, et al.,	)	CASE NO. CV-2016-09-3928
	)	
Plaintiffs,	)	JUDGE JAMES BROGAN
	)	
vs.	)	<b><u>SEPARATE ANSWER OF ALBERTO R.</u></b>
	)	<b><u>NESTICO TO SIXTH AMENDED CLASS</u></b>
KISLING, NESTICO & REDICK, LLC, et al.,	)	<b><u>ACTION COMPLAINT</u></b>
	)	
Defendants.	)	<b><u>JURY DEMAND ENDORSED HEREIN</u></b>
	)	
	)	

For its Answer to Plaintiffs' Sixth Amended Class Action Complaint (hereinafter "Complaint"), Defendant Alberto R. Nestico (hereinafter "Defendant" or "Nestico") states that Plaintiffs have no good faith basis to bring this lawsuit against Defendants. In addition, Defendants have complied with all ethical, legal, and professional obligations in representing their clients. All allegations of improper dealing and self-dealing are patently false. Nestico further states and avers as follows:

**I. INTRODUCTION**

1. This Defendant denies the allegations in paragraph 1 of Plaintiffs' Complaint, except to admit only that: (a) Plaintiffs have alleged a purported class action under Ohio Civil Rule 23; (b) KNR is a law firm; (c) Alberto R. Nestico has been a member of KNR since December of 2005 to the present; (d) Robert Redick was a member of KNR from December of 2005 to December of 2012; (e) Dr. Ghoubril is a medical doctor upon information and belief; (f) Defendant Floros is a chiropractor upon information and belief; and (g) Plaintiffs are former clients of KNR. In addition, this Defendant denies that this case is properly a class action and that Plaintiffs have properly pled a class action.

2. This Defendant denies the allegations in paragraph 2 of Plaintiffs' Complaint, including all bullet points.

3. This Defendant denies the allegations in paragraph 3 of Plaintiffs' Complaint.

## II. PARTIES

4. This Defendant denies the allegations in paragraph 4 of Plaintiffs' Complaint, except to admit only that: (a) KNR is an Ohio law firm focusing on personal-injury cases, mainly representing car-accident victims; (b) KNR has offices in Independence, Beachwood, Westlake, Cincinnati, Columbus, Dayton, Toledo, Akron, and Youngstown; and (c) KNR engages in marketing and advertising. Responding further, this Defendant states KNR's marketing or advertising speaks for itself and denies all allegations that are inconsistent with or contrary to KNR's marketing or advertising.

5. This Defendant denies the allegations in paragraph 5 of Plaintiffs' Complaint, except to admit only that Alberto R. Nestico and Robert Redick are Ohio residents.

6. This Defendant denies the allegations in paragraph 6 of Plaintiffs' Complaint, except to admit only that: (a) Dr. Ghoubril is a medical doctor upon information and belief; and (b) KNR has referred clients to Dr. Ghoubril for medical services and treatment from time to time.

7. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Defendant Floros operates Akron Square Chiropractic and denies all remaining allegations in paragraph 7 of Plaintiffs' Complaint.

8. This Defendant denies the allegations in paragraph 8 of Plaintiffs' Complaint, except to admit only that: (a) Ms. Williams was a client of KNR from on or around September of 2013 until August of 2015 regarding a car accident; (b) she voluntarily signed a contingency-fee agreement with KNR; (c) KNR obtained a settlement on her behalf; and (d) Plaintiff voluntarily signed the Settlement Memorandum (as required by Ohio law) after being fully advised of the information contained therein.

9. This Defendant denies the allegations in paragraph 9 of Plaintiffs' Complaint, except to admit only that Ms. Reid was involved in a car accident.

10. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Dr. Ghoubril recommended, distributed, and overcharged an unconscionable rate for office visits and a TENS Unit to Ms. Norris and denies all remaining allegations in paragraph 10 of Plaintiffs' Complaint, except to admit only that Ms. Norris was a client of KNR.

11. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Dr. Ghoubril administered and overcharged Mr. Harbour for injections or overcharged Mr. Harbour for TENS Units and denies all remaining allegations in paragraph 11 of Plaintiffs' Complaint, except to admit only that Mr. Harbour was a client of KNR.

### **III. JURISDICTION AND VENUE**

12. This Defendant states that paragraph 12 of Plaintiffs' Complaint states a legal conclusion for which no response is necessary. To the extent an answer is required, this Defendant denies the allegations in paragraph 12 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

13. This Defendant denies the allegations contained in paragraph 13 of Plaintiffs' Complaint, except to admit only that KNR has its principal place of business in Summit County and that venue is proper in Summit County.

### **IV. STATEMENT OF FACTS AND SUMMARY OF THE THREE PUTATIVE CLASSES**

14. This Defendant denies the allegations in paragraph 14 of Plaintiffs' Complaint, except to admit only that KNR is a law firm focusing on personal-injury cases. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

15. This Defendant denies the allegations contained in paragraph 15 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti speaks for itself.

Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a “settlement mill”, and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

16. This Defendant denies the allegations contained in paragraph 16 of Plaintiffs’ Complaint, except to state the deposition testimony of Dr. Ghoubrial speaks for itself. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

17. This Defendant denies the allegations contained in paragraph 17 of Plaintiffs’ Complaint. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

18. This Defendant denies the allegations contained in paragraph 18 of Plaintiffs’ Complaint. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

A. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.

19. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the advent of “[h]igh-volume personal injury firms” and denies all remaining allegations in paragraph 19 of Plaintiffs’ Complaint, except to admit only that KNR is a law firm focusing on personal-injury cases. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a “settlement mill”, and denies the existence of any wrongful or fraudulent conduct by this

Defendant, or any of the Defendants.

A.1 Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.1.

20. This Defendant denies the allegations in paragraph 20 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill," and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

21. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the allegations related to Ms. Engstrom's review of deposition transcripts and further denies all remaining allegations in paragraph 21 of Plaintiffs' Complaint, including all bullet points, except to state the deposition testimony of Mr. Nestico, Mr. Phillips, Mr. Horton, Mr. Petti, and Ms. Lantz speaks for itself and to admit only that: (a) Mr. Nestico has been a member of KNR since December of 2005; (b) KNR is a law firm focusing on personal-injury cases, mainly representing car accident victims; (c) KNR engages in marketing and advertising, which speaks for itself; and (d) KNR enters into contingency-fee agreements with its clients that comply with Ohio law, but said agreements are protected by the attorney-client privilege and work product doctrine. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants. Further, Defendant Nestico states he was intentionally misquoted in paragraph 21 and that he never agreed to the allegation made by Plaintiff's counsel that KNR requires clients to advance litigation expenses when they elect trial.

22. This Defendant denies the allegations contained in paragraph 22 of Plaintiffs' Complaint.

A.2. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.2.

23. This Defendant denies the allegations in paragraph 23 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

24. This Defendant denies the allegations in paragraph 24 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

A.2.a. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.2.a. for want of knowledge or information sufficient to state the truth or veracity thereof.

25. This Defendant denies the allegations in paragraph 25 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

26. This Defendant denies the allegations in paragraph 26 of Plaintiffs' Complaint for

want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

27. This Defendant denies the allegations in paragraph 27 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Mr. Nestico, Mr. Horton, Mr. Petti, and Ms. Lantz speaks for itself. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

A.2.b. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.2.b. for want of knowledge or information sufficient to state the truth or veracity thereof.

28. This Defendant denies the allegations in paragraph 28 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

29. This Defendant denies the allegations in paragraph 29 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill," and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

30. This Defendant denies the allegations in paragraph 30 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti and Ms. Lantz speaks for itself. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill," and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

A.2.c. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.2.c. for want of knowledge or information sufficient to state the truth or veracity thereof.

31. This Defendant denies the allegations in paragraph 31 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill," and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

A.3. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.A.3.

32. This Defendant denies the allegations contained in paragraph 32 of Plaintiffs' Complaint, including all bullet points, except to state only that the deposition of Mr. Nestico speaks for itself and to admit that Plaintiffs have brought this action on behalf of Plaintiffs and three putative classes. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill," and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants. In addition, this Defendant denies that this case is properly a class action and that Plaintiffs have properly pled a class action.



33. This Defendant denies the allegations in paragraph 33 of Plaintiffs' Complaint, except to admit Plaintiffs have brought this action on behalf of Plaintiffs and three putative classes. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants. In addition, this Defendant denies that this case is properly a class action and that Plaintiffs have properly pled a class action.

B. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.

34. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of whether Defendants Ghoubril and Floros "charg[ed] exorbitant and unconscionable rates for medical care, medical supplies, and chiropractic care . . . in systematic disregard for less expensive and less invasive modes and sources of treatment," whether Defendant Floros "directed [KNR clients] to accept [Dr. Ghoubril's] treatment," and whether Defendants Ghoubril and Floros "coerced [KNR clients] . . . to forego coverage and other benefits that would otherwise have been provided by the patients' health-insurance carriers" and denies all remaining allegations in paragraph 34 of Plaintiffs' Complaint, including all bullet points, except to admit only that Mr. Nestico has been a member of KNR since December of 2005 to the present. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

35. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of Dr. Ghoubril's income and businesses and denies all remaining allegations in paragraph 35 of Plaintiffs' Complaint, except to state only that the deposition testimony of Dr.

Ghoubrial speaks for itself.

B.1. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.1. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

36. This Defendant denies the allegations contained in paragraph 36 of Plaintiffs' Complaint, except to admit only that KNR engages in marketing and advertising, which speaks for itself. Responding further, this Defendant states the deposition testimony of Mr. Nestico speaks for itself.

37. This Defendant denies the allegations in paragraph 37 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Mr. Petti, Ms. Lantz, and Mr. Phillips speaks for itself.

38. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between car accident victims and chiropractors and denies all remaining allegations in paragraph 38 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti and Mr. Phillips speaks for itself.

39. This Defendant denies the allegations in paragraph 39 of Plaintiffs' Complaint, including all bullet points, except to admit that KNR uses "chiro boards" for referring clients to chiropractors depending on, among other things, geography, the client's medical needs, services provided by the chiropractor, the client's wishes, and other issues. Responding further, this Defendant states that Mr. Nestico's November 15, 2012 email, Ms. Gobrogge's October 17, 2012 email, and Ms. Gobrogge's July 12, 2013 email speak for themselves. This Defendant denies all allegations in paragraph 39 that are inconsistent with or contrary to the express language in these emails, which have been removed from the chain of emails and are taken out of context. This

Defendant also states the deposition testimony of Mr. Nestico and Ms. Gobrogge speaks for itself.

40. This Defendant denies the allegations in paragraph 40 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Gobrogge and email exhibits introduced at the deposition speak for themselves. This Defendant denies all allegations in paragraph 40 that are inconsistent with or contrary to the express language in these emails, which have been removed from the chain of emails and are taken out of context.

41. This Defendant denies the allegations in paragraph 41 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz and Mr. Phillips speaks for itself. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

42. This Defendant denies the allegations in paragraph 42 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Gobrogge and Mr. Nestico speaks for itself.

43. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between KNR clients and chiropractors, the medical necessity and cost of procedures and supplies provided by Dr. Ghoubril and denies all remaining allegations in paragraph 43 of Plaintiffs' Complaint.

B.2. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.

44. This Defendant denies the allegations in paragraph 44 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoubril, Defendant Floros, and Mr. Nestico speaks for itself.

B.2.a. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.a.

45. This Defendant denies the allegations in paragraph 45 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

46. This Defendant denies the allegations in paragraph 46 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

47. This Defendant denies the allegations in paragraph 47 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoubril speaks for itself.

48. This Defendant denies the allegations in paragraph 48 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

49. This Defendant denies the allegations in paragraph 49 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Gunning speaks for itself.

50. This Defendant denies the allegations in paragraph 50 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Gunning speaks for itself.

51. This Defendant denies the allegations in paragraph 51, except to admit only that it enters into contingency-fee agreements with its clients that comply with Ohio law, but said agreements are protected by the attorney-client privilege and work product doctrine. This Defendant states that Plaintiffs' contingency-fee agreements speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' contingency-fee agreements. Responding further, this Defendant states the deposition testimony of Mr. Nestico speaks for itself.

52. This Defendant denies the allegations in paragraph 52 of Plaintiffs' Complaint.

53. This Defendant denies the allegations in paragraph 53 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the documents referenced in paragraph 53 and the deposition testimony of Dr. Ghoumbrial speak for themselves.

54. This Defendant denies the allegations in paragraph 54 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Gunning speaks for itself.

B.2.b. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.

55. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the medical necessity and cost of injections administered by Dr. Ghoumbrial and denies all remaining allegations in paragraph 55 of Plaintiffs' Complaint.

B.2.b.i. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.i.

56. This Defendant denies the allegations in paragraph 56 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

57. This Defendant denies the allegations in paragraph 57 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

58. This Defendant denies the allegations in paragraph 58 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

B.2.b.ii. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.ii.

59. This Defendant denies the allegations in paragraph 59 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

B.2.b.ii.1. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.ii.1.

60. This Defendant denies the allegations in paragraph 60 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

B.2.b.ii.2. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.ii.2.

61. This Defendant denies the allegations in paragraph 61 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

B.2.b.iii. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.b.iii.

62. This Defendant denies the allegations in paragraph 62 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

63. This Defendant denies the allegations in paragraph 63 of Plaintiffs' Complaint for

want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

B.2.c. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.c.

64. This Defendant denies the allegations in paragraph 64 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

65. This Defendant denies the allegations in paragraph 65 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, including all bullet points, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

66. This Defendant denies the allegations in paragraph 66 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial and the documents referenced in paragraph 66 speak for themselves.

67. This Defendant denies the allegations in paragraph 67 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

68. This Defendant denies the allegations in paragraph 68 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

69. This Defendant denies the allegations in paragraph 69 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

70. This Defendant denies the allegations in paragraph 70 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoumbrial speaks for itself.

B.2.c. [sic] Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.2.c. [sic], which should have been correctly denominated as section IV.B.2.d.

71. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of Dr. Ghoubril's thought process(es), his business practices, and his communications with his patients and denies all remaining allegations in paragraph 71 of Plaintiffs' Complaint, except to state only that the deposition testimony of Dr. Ghoubril speaks for itself. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

B.3. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.3.

72. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the thought process(es) and business practices of medical providers and denies all remaining allegations in paragraph 72 of Plaintiffs' Complaint, except to state only that the deposition testimony of Dr. Ghoubril and Defendant Floros speaks for itself.

73. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the business practices of Dr. Ghoubril and denies all remaining allegations in paragraph 73 of Plaintiffs' Complaint, except to state only that the deposition testimony of Dr. Ghoubril speaks for itself.

74. This Defendant denies the allegations in paragraph 74 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Dr. Ghoubril speaks for itself.



75. This Defendant denies the allegations in paragraph 75 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

76. This Defendant denies the allegations in paragraph 76 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

77. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of Dr. Ghoumbrial's thought process(es) and business practices and denies all remaining allegations in paragraph 77 of Plaintiffs' Complaint.

78. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of Defendant Floros' business practices and denies all remaining allegations in paragraph 78 of Plaintiffs' Complaint, except to state only that the deposition testimony of Defendant Floros speaks for itself.

79. This Defendant denies the allegations in paragraph 79 of Plaintiffs' Complaint.

B.4. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.4.

80. This Defendant denies the allegations in paragraph 80 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

81. This Defendant denies the allegations in paragraph 81 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

82. This Defendant denies the allegations in paragraph 82 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

83. This Defendant denies the allegations in paragraph 83 of Plaintiffs' Complaint, except to state only that the May 30, 2013 email discussion speaks for itself. This Defendant denies all allegations in paragraph 83 that are inconsistent with or contrary to the express language in this email discussion, which is taken out of context. Responding further, this

Defendant states the deposition testimony of Mr. Nestico and the *Allstate Ins. Co.* proceedings speak for themselves and that Defendant Nestico's was improperly cited to in this paragraph for statements never made by him.

84. This Defendant denies the allegations in paragraph 84 of Plaintiffs' Complaint, except to state only that Mr. Phillips' October 16, 2014 email speaks for itself. This Defendant denies all allegations in paragraph 84 that are inconsistent with or contrary to the express language in this email, which is taken out of context.

85. This Defendant denies the allegations in paragraph 84 of Plaintiffs' Complaint.

86. This Defendant denies the allegations in paragraph 85 of Plaintiffs' Complaint and further adds that quotations to his deposition as support for these allegations is inaccurate as no such agreement was ever made by Defendant Nestico.

B.5. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.5.

87. This Defendant denies the allegations in paragraph 87 of Plaintiffs' Complaint.

88. This Defendant denies the allegations in paragraph 88 of Plaintiffs' Complaint. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

B.5.a. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.5.a.

89. This Defendant denies the allegations in paragraph 89 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Nestico speaks for itself.

90. This Defendant denies for want of knowledge or information sufficient to state the

truth or veracity of the knowledge of Larry Lee and his communications with “attorneys at these firms” and denies all remaining allegations in paragraph 90 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Ms. Lantz and Mr. Horton speaks for itself.

91. This Defendant denies the allegations in paragraph 91 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Phillips speaks for itself.

92. This Defendant denies the allegations in paragraph 92 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Nestico speaks for itself.

93. This Defendant denies the allegations in paragraph 93 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Nestico, Defendant Floros, and Dr. Ghoubrial speaks for itself.

94. This Defendant denies the allegations in paragraph 94 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Nestico speaks for itself.

95. This Defendant denies the allegations in paragraph 95 of Plaintiffs’ Complaint.

B.5.b. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.5.b.

96. This Defendant denies the allegations in paragraph 96 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Petti and Ms. Lantz speaks for itself.

97. This Defendant denies the allegations in paragraph 97 of Plaintiffs’ Complaint for want of knowledge or information sufficient to state the truth or veracity thereof.

98. This Defendant denies the allegations in paragraph 98 of Plaintiffs’ Complaint.

99. This Defendant denies the allegations contained in paragraph 99 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Nestico speaks for itself. Defendant Nestico further states his deposition was improperly cited for a proposition for which he did not agree and that his actual statements were purposely taken out of context. For example,

Defendant Nestico never agreed, contrary to this paragraph's allegations that offers were "unusually low."

100. This Defendant denies the allegations contained in paragraph 100 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Nestico speaks for itself.

101. This Defendant denies the allegations contained in paragraph 101 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Phillips, Ms. Lantz, and Mr. Petti speaks for itself.

B.5.c. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.5.c.

102. This Defendant denies the allegations contained in paragraph 102 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti and Mr. Phillips speaks for itself.

103. This Defendant denies the allegations contained in paragraph 103 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti speaks for itself. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

104. This Defendant denies the allegations in paragraph 104 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a "settlement mill", and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

105. This Defendant denies the allegations contained in paragraph 105 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz and Mr. Petti speaks

for itself. Responding further, this Defendant denies all claims and assertions made in the affidavit of Ms. Engstrom as they relate to KNR, denies that KNR is a “settlement mill”, and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

B.5.d. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.5.d.

106. This Defendant denies the allegations contained in paragraph 106 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Ms. Lantz, Mr. Phillips, and Dr. Ghoubril speaks for itself.

107. This Defendant denies the allegations contained in paragraph 107 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Ms. Lantz and Mr. Petti speaks for itself.

108. This Defendant denies the allegations contained in paragraph 108 of Plaintiffs’ Complaint.

B.6. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.6.

109. This Defendant denies the allegations contained in paragraph 109 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Defendant Floros and Mr. Petti speaks for itself.

110. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the knowledge and business practices of “these chiropractors” and the business practices of Dr. Ghoubril and denies all remaining allegations in paragraph 110 of Plaintiffs’ Complaint, except to state only that the deposition testimony of Mr. Nestico, Ms. Gobrogge, Mr. Phillips, and Defendant Floros speaks for itself. Defendant further states citing to

his deposition for the proposition that the chiropractors were receiving “disproportionately high shares of their inflated bills” was a blatant and purposeful misquotation of the words of Mr. Nestico’s deposition. Defendant Nestico never agreed to such a proposition.

B.7. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.B.7.

111. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the solicitation of Plaintiff Reid by a telemarketer of Defendant Floros and denies all remaining allegations in paragraph 111 of Plaintiffs’ Complaint, except to admit only that: (a) Plaintiffs Norris, Reid, and Harbour were former clients of KNR; (b) the Settlement Memorandum of Plaintiffs Reid, Norris, and Harbour (to which they agreed and voluntarily signed) speak for themselves; (c) Plaintiffs Reid and Norris undertook treatment with Defendant Floros for their injuries; and (d) Plaintiffs Reid, Norris, and Harbour undertook treatment with Dr. Ghoubrial for their injuries.

112. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of communications between Plaintiffs and their medical providers and denies all remaining allegations in paragraph 112 of Plaintiffs’ Complaint, except to admit only that the medical assignments of Plaintiffs Reid, Norris, and Harbour (to which they agreed and voluntarily signed) speak for themselves.

C. Plaintiffs’ Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.

113. This Defendant denies the allegations in paragraph 113 of Plaintiffs’ Complaint, except to admit only that Plaintiffs have brought this action on behalf of Plaintiffs and three putative classes. Responding further, this Defendant denies that this case is properly a class action and

that Plaintiffs have properly pled a class action.

C.1. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.1.

114. This Defendant admits the allegations in paragraph 114 of Plaintiffs' Complaint to the extent that it generally identifies the benefits associated with narrative reports.

115. This Defendant denies the allegations in paragraph 115 of Plaintiffs' Complaint, except to admit only that attorneys generally decide whether a narrative report is warranted on a case-by-case basis.

116. This Defendant denies the allegations contained in paragraph 116 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Horton, Mr. Petti, and Mr. Nestico speaks for itself.

117. This Defendant denies the allegations contained in paragraph 117 of Plaintiffs' Complaint, except to state only that the referenced document and deposition testimony of Ms. Gobrogge and Mr. Nestico speak for themselves.

118. This Defendant denies the allegations in paragraph 118 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's October 2, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 118 that are inconsistent with or contrary to the express language in Ms. Gobrogge's October 2, 2013 email, which has been removed from the chain of emails and is taken out of context. Responding further, this Defendant states the deposition testimony of Ms. Gobrogge speaks for itself.

119. This Defendant denies the allegations in paragraph 119 of Plaintiffs' Complaint, except to state only that the deposition testimony of Defendant Floros, Mr. Petti, Mr. Horton, and Ms. Gobrogge speaks for itself.

C.2. Plaintiffs' Complaint improperly contains headings that contain allegations, which

is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.2.

120. This Defendant denies the allegations in paragraph 120 of Plaintiffs' Complaint, except to state only that the deposition testimony of Defendant Floros and Mr. Petti speaks for itself.

121. This Defendant denies the allegations in paragraph 121 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti and Ms. Lantz speaks for itself.

122. This Defendant denies the allegations in paragraph 122 of Plaintiffs' Complaint for want of knowledge or information sufficient to state the truth or veracity thereof and specifically denies that the narrative reports at issue were fraudulent.

123. This Defendant denies the allegations contained in paragraph 123 of Plaintiffs' Complaint, except to state only that the deposition testimony of Defendant Floros and Mr. Petti speaks for itself.

C.3. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.3.

124. This Defendant denies the allegations contained in paragraph 124 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti speaks for itself.

125. This Defendant denies the allegations contained in paragraph 125 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Petti speaks for itself.

126. This Defendant denies the allegations contained in paragraph 126 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz speaks for itself.

127. This Defendant denies the allegations contained in paragraph 127 of Plaintiffs' Complaint, except to state only that the referenced document and deposition testimony of Ms. Gobrogge speak for themselves.



128. This Defendant denies the allegations in paragraph 128 of Plaintiffs' Complaint. Responding further, this Defendant denies there was a quid pro quo relationship between KNR and healthcare providers and denies the existence of any wrongful or fraudulent conduct by this Defendant, or any of the Defendants.

C.4. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.C.4.

129. This Defendant denies the allegations contained in paragraph 129 of Plaintiffs' Complaint, except to admit that: (a) KNR deducted a \$150 narrative fee from Plaintiff Thera Reid's settlement and properly paid it to Dr. Floros to compensate him for writing a narrative report; and (b) KNR deducted a \$200 narrative fee from Plaintiff Monique Norris' settlement and properly paid it to Dr. Floros to compensate him for writing a narrative report.

D. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.

130. This Defendant denies the allegations in paragraph 130 of Plaintiffs' Complaint, except to admit only that Plaintiffs have brought this action on behalf of Plaintiffs and three putative classes and to state that the deposition testimony of Mr. Nestico speaks for itself. Responding further, this Defendant denies that this case is properly a class action and that Plaintiffs have properly pled a class action.

D.1. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.1.

131. This Defendant denies the allegations contained in paragraph 131 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Gobrogge, Mr. Simpson, Mr.

Czetli, Ms. Lantz, and Mr. Phillips speaks for itself.

132. This Defendant denies the allegations contained in paragraph 132 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Simpson and Mr. Czetli speaks for itself.

133. This Defendant denies the allegations in paragraph 133 of Plaintiffs' Complaint, except to state only that Ms. Gobrogge's May 6, 2013 email speaks for itself. This Defendant denies all allegations in paragraph 133 that are inconsistent with or contrary to the express language in Ms. Gobrogge's May 6, 2013 email, which has been removed from the chain of emails and is taken out of context. Responding further, this Defendant states the deposition testimony of Ms. Gobrogge and Ms. Lantz speaks for itself.

134. This Defendant denies the allegations contained in paragraph 134 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz and Mr. Phillips speaks for itself.

135. This Defendant denies the allegations contained in paragraph 135 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz speaks for itself.

136. This Defendant denies the allegations contained in paragraph 136 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Horton speaks for itself.

137. This Defendant denies the allegations contained in paragraph 137 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Phillips speaks for itself.

D.2. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.2.

138. This Defendant denies the allegations contained in paragraph 138 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Nestico and Ms. Lantz speaks for itself.

139. This Defendant denies the allegations contained in paragraph 139 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Simpson and Mr. Czetli speaks for itself.

D.3. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.3.

140. This Defendant denies the allegations contained in paragraph 140 of Plaintiffs' Complaint, except to state only that the deposition testimony of Ms. Lantz speaks for itself.

141. This Defendant denies the allegations contained in paragraph 141 of Plaintiffs' Complaint, except to state only that the deposition testimony of Mr. Horton speaks for itself.

142. This Defendant denies the allegations contained in paragraph 142 of Plaintiffs' Complaint (incorrectly denominated as paragraph 140).

D.4. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.4.

143. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the business practices of investigators and denies all remaining allegations in paragraph 143 of Plaintiffs' Complaint (incorrectly denominated as paragraph 142), except to admit only that KNR retains certain investigator as independent contractors from time to time. Responding further, this Defendant states the deposition testimony of Mr. Simpson and Mr. Czetli speaks for itself.

144. This Defendant denies for want of knowledge or information sufficient to state the truth or veracity of the business practices of investigators and denies all remaining allegations in paragraph 144 of Plaintiffs' Complaint (incorrectly denominated as paragraph 143), except to state only that the deposition testimony of Mr. Simpson and Mr. Czetli speaks for itself.

145. This Defendant denies the allegations contained in paragraph 145 of Plaintiffs' Complaint (incorrectly denominated as paragraph 144), except to state only that the deposition testimony of Mr. Horton and Mr. Nestico speaks for itself.

D.5. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.5.

146. This Defendant denies the allegations in paragraph 146 of Plaintiffs' Complaint (incorrectly denominated as paragraph 145) for want of knowledge or information sufficient to state the truth or veracity thereof, except to state only that the deposition testimony of Mr. Simpson and Mr. Czetli speaks for itself. This Defendant further admits that some of its investigators are retired police officers who have investigated auto accidents.

D.6. Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.6.

147. This Defendant denies the allegations in paragraph 147 of Plaintiffs' Complaint (incorrectly denominated as paragraph 146), except to admit only that it enters into Settlement Memorandum with its clients, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum, which comply with Ohio law.

148. This Defendant denies the allegations in paragraph 148 of Plaintiffs' Complaint (incorrectly denominated as paragraph 147), except to admit only that it enters into Settlement Memorandum with its clients, but said Settlement Memorandum is protected by the attorney-client privilege and work product doctrine. As it relates to Plaintiffs, who have waived any privilege, this

Defendant admits that the Settlement Memorandum speak for themselves and denies all allegations that are inconsistent with or contrary to Plaintiffs' Settlement Memorandum, which comply with Ohio law. Responding further, KNR's marketing or advertising and the deposition testimony of Mr. Nestico speak for themselves.

149. This Defendant denies the allegations contained in paragraph 149 of Plaintiffs' Complaint (incorrectly denominated as paragraph 147), except to state only that the deposition testimony of Mr. Phillips and Ms. Lantz speaks for itself.

D.6. [sic] Plaintiffs' Complaint improperly contains headings that contain allegations, which is not in compliance with the Ohio Rules of Civil Procedure. For the record, this Defendant denies the allegations in section IV.D.6. [sic], which should have been correctly denominated as section IV.D.7.

150. This Defendant denies the allegations in paragraph 150 of Plaintiffs' Complaint (incorrectly denominated as paragraph 148), except to admit only that KNR properly deducted an investigation fee from the settlements of Plaintiffs Williams, Reid, Norris, and Harbour as referenced on their respective Settlement Memorandum (to which they agreed to and voluntarily signed), which speak for themselves.

## **V. CLASS ALLEGATIONS**

151. This Defendant denies the allegations in paragraph 151 of Plaintiffs' Complaint (incorrectly denominated as paragraph 149), except to admit that Plaintiffs have brought this action under Ohio Civil Rule 23(A) and 23(B)(3) on behalf of Plaintiffs and three putative classes. However, this Defendant denies that this is an appropriate class action, that there is any wrongful or fraudulent conduct that has been conducted by this Defendant, or any of the other Defendants, and further denies the validity of all Plaintiffs' claims.

152. This Defendant denies the allegations contained in paragraph 152 of Plaintiffs' Complaint (incorrectly denominated as paragraph 150).

153. This Defendant denies the allegations contained in paragraph 153 of Plaintiffs' Complaint (incorrectly denominated as paragraph 151), including, but not limited to, subparagraphs (A) through (C), including all bullet points.

154. This Defendant denies the allegations contained in paragraph 154 of Plaintiffs' Complaint (incorrectly denominated as paragraph 152).

155. This Defendant denies the allegations contained in paragraph 155 of Plaintiffs' Complaint (incorrectly denominated as paragraph 153).

156. This Defendant denies the allegations contained in paragraph 156 of Plaintiffs' Complaint (incorrectly denominated as paragraph 154).

157. This Defendant denies the allegations contained in paragraph 157 of Plaintiffs' Complaint (incorrectly denominated as paragraph 155).

## **VI. CLASS-ACTION CLAIMS**

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

158. In responding to paragraph 158 of Plaintiffs' Complaint (incorrectly denominated as paragraph 156), this Defendant hereby incorporates its responses in paragraphs 1 through 157 of this Answer as if fully rewritten herein.

159. This Defendant denies the allegations in paragraph 159 of Plaintiffs' Complaint (incorrectly denominated as paragraph 157) for want of knowledge or information sufficient to state the truth or veracity thereof.

160. This Defendant denies the allegations contained in paragraph 160 of Plaintiffs' Complaint (incorrectly denominated as paragraph 158).

161. This Defendant denies the allegations contained in paragraph 161 of Plaintiffs' Complaint (incorrectly denominated as paragraph 159).

162. This Defendant denies the allegations contained in paragraph 162 of Plaintiffs'

Complaint (incorrectly denominated as paragraph 160).

163. This Defendant denies the allegations contained in paragraph 163 of Plaintiffs' Complaint (incorrectly denominated as paragraph 161).

164. This Defendant denies the allegations contained in paragraph 164 of Plaintiffs' Complaint (incorrectly denominated as paragraph 162).

165. This Defendant denies the allegations contained in paragraph 165 of Plaintiffs' Complaint (incorrectly denominated as paragraph 163).

166. This Defendant denies the allegations contained in paragraph 166 of Plaintiffs' Complaint (incorrectly denominated as paragraph 164).

167. This Defendant denies the allegations contained in paragraph 167 of Plaintiffs' Complaint (incorrectly denominated as paragraph 165).

168. This Defendant denies the allegations contained in paragraph 168 of Plaintiffs' Complaint (incorrectly denominated as paragraph 166).

169. This Defendant denies the allegations contained in paragraph 169 of Plaintiffs' Complaint (incorrectly denominated as paragraph 167).

170. This Defendant denies the allegations contained in paragraph 170 of Plaintiffs' Complaint (incorrectly denominated as paragraph 168).

171. This Defendant denies the allegations contained in paragraph 171 of Plaintiffs' Complaint (incorrectly denominated as paragraph 169).

172. This Defendant denies the allegations contained in paragraph 172 of Plaintiffs' Complaint (incorrectly denominated as paragraph 170).

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

173. In responding to paragraph 173 of Plaintiffs' Complaint (incorrectly denominated as paragraph 171), this Defendant hereby incorporates its responses in paragraphs 1 through

172 of this Answer as if fully rewritten herein.

174. This Defendant denies the allegations in paragraph 174 of Plaintiffs' Complaint (incorrectly denominated as paragraph 172) for want of knowledge or information sufficient to state the truth or veracity thereof.

175. This Defendant denies the allegations contained in paragraph 175 of Plaintiffs' Complaint (incorrectly denominated as paragraph 173).

176. This Defendant denies the allegations contained in paragraph 176 of Plaintiffs' Complaint (incorrectly denominated as paragraph 174).

177. This Defendant denies the allegations contained in paragraph 177 of Plaintiffs' Complaint (incorrectly denominated as paragraph 175).

178. This Defendant denies the allegations contained in paragraph 178 of Plaintiffs' Complaint (incorrectly denominated as paragraph 176).

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

179. In responding to paragraph 179 of Plaintiffs' Complaint (incorrectly denominated as paragraph 177), this Defendant hereby incorporates its responses in paragraphs 1 through 178 of this Answer as if fully rewritten herein.

180. This Defendant denies the allegations in paragraph 180 of Plaintiffs' Complaint (incorrectly denominated as paragraph 178) for want of knowledge or information sufficient to state the truth or veracity thereof.

181. This Defendant denies the allegations contained in paragraph 181 of Plaintiffs' Complaint (incorrectly denominated as paragraph 179).

182. This Defendant denies the allegations contained in paragraph 182 of Plaintiffs' Complaint (incorrectly denominated as paragraph 180).

183. This Defendant denies the allegations contained in paragraph 183 of Plaintiffs'



Complaint (incorrectly denominated as paragraph 181).

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

184. In responding to paragraph 184 of Plaintiffs' Complaint (incorrectly denominated as paragraph 182), this Defendant hereby incorporates its responses in paragraphs 1 through 183 of this Answer as if fully rewritten herein.

185. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 185 of Plaintiffs' Complaint (incorrectly denominated as paragraph 183) for want of knowledge or information sufficient to state the truth or veracity thereof.

186. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 186 of Plaintiffs' Complaint (incorrectly denominated as paragraph 184) for want of knowledge or information sufficient to state the truth or veracity thereof.

187. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 187 of Plaintiffs' Complaint (incorrectly denominated as paragraph 185) for want of knowledge or information sufficient to state the truth or veracity thereof.

188. This claim is against only Dr. Ghoubrial. This Defendant denies the allegations contained in paragraph 188 of Plaintiffs' Complaint (incorrectly denominated as paragraph 186) for want of knowledge or information sufficient to state the truth or veracity thereof.

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

189. In responding to paragraph 189 of Plaintiffs' Complaint (incorrectly denominated as paragraph 187), this Defendant hereby incorporates its responses in paragraphs 1 through 188 of this Answer as if fully rewritten herein.

190. This Defendant denies the allegations in paragraph 190 of Plaintiffs' Complaint (incorrectly denominated as paragraph 188) for want of knowledge or information sufficient to

state the truth or veracity thereof.

191. This Defendant denies the allegations contained in paragraph 191 of Plaintiffs' Complaint (incorrectly denominated as paragraph 189).

192. This Defendant denies the allegations contained in paragraph 192 of Plaintiffs' Complaint (incorrectly denominated as paragraph 190).

193. This Defendant denies the allegations contained in paragraph 193 of Plaintiffs' Complaint (incorrectly denominated as paragraph 191).

194. This Defendant denies the allegations contained in paragraph 194 of Plaintiffs' Complaint (incorrectly denominated as paragraph 192).

195. This Defendant denies the allegations contained in paragraph 195 of Plaintiffs' Complaint (incorrectly denominated as paragraph 193).

196. This Defendant denies the allegations contained in paragraph 196 of Plaintiffs' Complaint (incorrectly denominated as paragraph 194).

197. This Defendant denies the allegations contained in paragraph 197 of Plaintiffs' Complaint (incorrectly denominated as paragraph 195).

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

198. In responding to paragraph 198 of Plaintiffs' Complaint (incorrectly denominated as paragraph 196), this Defendant hereby incorporates its responses in paragraphs 1 through 197 of this Answer as if fully rewritten herein.

199. This Defendant denies the allegations in paragraph 199 of Plaintiffs' Complaint (incorrectly denominated as paragraph 197) for want of knowledge or information sufficient to state the truth or veracity thereof.

200. This Defendant denies the allegations contained in paragraph 200 of Plaintiffs' Complaint (incorrectly denominated as paragraph 198).

201. This Defendant denies the allegations contained in paragraph 201 of Plaintiffs' Complaint (incorrectly denominated as paragraph 199).

202. This Defendant denies the allegations contained in paragraph 202 of Plaintiffs' Complaint (incorrectly denominated as paragraph 200).

203. This Defendant denies the allegations contained in paragraph 203 of Plaintiffs' Complaint (incorrectly denominated as paragraph 201).

204. This Defendant denies the allegations contained in paragraph 204 of Plaintiffs' Complaint (incorrectly denominated as paragraph 202).

205. This Defendant denies the allegations contained in paragraph 205 of Plaintiffs' Complaint (incorrectly denominated as paragraph 203).

206. This Defendant denies the allegations contained in paragraph 206 of Plaintiffs' Complaint (incorrectly denominated as paragraph 204).

207. This Defendant denies the allegations contained in paragraph 207 of Plaintiffs' Complaint (incorrectly denominated as paragraph 205).

208. This Defendant denies the allegations contained in paragraph 208 of Plaintiffs' Complaint (incorrectly denominated as paragraph 206).

209. This Defendant denies the allegations contained in paragraph 209 of Plaintiffs' Complaint (incorrectly denominated as paragraph 207).

210. This Defendant denies the allegations contained in paragraph 210 of Plaintiffs' Complaint (incorrectly denominated as paragraph 208).

211. This Defendant denies the allegations contained in paragraph 211 of Plaintiffs' Complaint (incorrectly denominated as paragraph 209).

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

212. In responding to paragraph 212 of Plaintiffs' Complaint (incorrectly denominated

as paragraph 210), this Defendant hereby incorporates its responses in paragraphs 1 through 211 of this Answer as if fully rewritten herein.

213. This Defendant denies the allegations in paragraph 213 of Plaintiffs' Complaint (incorrectly denominated as paragraph 211) for want of knowledge or information sufficient to state the truth or veracity thereof.

214. This Defendant denies the allegations contained in paragraph 214 of Plaintiffs' Complaint (incorrectly denominated as paragraph 212).

215. This Defendant denies the allegations contained in paragraph 215 of Plaintiffs' Complaint (incorrectly denominated as paragraph 213).

216. This Defendant denies the allegations contained in paragraph 216 of Plaintiffs' Complaint (incorrectly denominated as paragraph 214).

217. This Defendant denies the allegations contained in paragraph 217 of Plaintiffs' Complaint (incorrectly denominated as paragraph 215).

218. This Defendant denies the allegations contained in paragraph 21 of Plaintiffs' Complaint (incorrectly denominated as paragraph 216).

219. This Defendant denies the allegations contained in paragraph 219 of Plaintiffs' Complaint (incorrectly denominated as paragraph 217).

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

220. In responding to paragraph 220 of Plaintiffs' Complaint (incorrectly denominated as paragraph 218), this Defendant hereby incorporates its responses in paragraphs 1 through 219 of this Answer as if fully rewritten herein.

221. This Defendant denies the allegations in paragraph 221 of Plaintiffs' Complaint (incorrectly denominated as paragraph 219) for want of knowledge or information sufficient to state the truth or veracity thereof.

222. This Defendant denies the allegations contained in paragraph 222 of Plaintiffs' Complaint (incorrectly denominated as paragraph 220).

223. This Defendant denies the allegations contained in paragraph 223 of Plaintiffs' Complaint (incorrectly denominated as paragraph 221).

224. This Defendant denies the allegations contained in paragraph 224 of Plaintiffs' Complaint (incorrectly denominated as paragraph 222).

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

225. In responding to paragraph 225 of Plaintiffs' Complaint (incorrectly denominated as paragraph 223), this Defendant hereby incorporates its responses in paragraphs 1 through 224 of this Answer as if fully rewritten herein.

226. This Defendant denies the allegations in paragraph 226 of Plaintiffs' Complaint (incorrectly denominated as paragraph 224) for want of knowledge or information sufficient to state the truth or veracity thereof.

227. This Defendant denies the allegations contained in paragraph 227 of Plaintiffs' Complaint (incorrectly denominated as paragraph 225).

228. This Defendant denies the allegations contained in paragraph 228 of Plaintiffs' Complaint (incorrectly denominated as paragraph 226).

229. This Defendant denies the allegations contained in paragraph 229 of Plaintiffs' Complaint (incorrectly denominated as paragraph 227).

230. This Defendant denies the allegations contained in paragraph 230 of Plaintiffs' Complaint (incorrectly denominated as paragraph 228).

231. This Defendant denies the allegations contained in paragraph 231 of Plaintiffs' Complaint (incorrectly denominated as paragraph 229).

232. This Defendant denies the allegations contained in paragraph 232 of Plaintiffs'

Complaint (incorrectly denominated as paragraph 230).

233. This Defendant denies the allegations contained in paragraph 233 of Plaintiffs' Complaint (incorrectly denominated as paragraph 231).

234. This Defendant denies the allegations contained in paragraph 234 of Plaintiffs' Complaint (incorrectly denominated as paragraph 232).

235. This Defendant denies the allegations contained in paragraph 235 of Plaintiffs' Complaint (incorrectly denominated as paragraph 233).

236. This Defendant denies the allegations contained in paragraph 236 of Plaintiffs' Complaint (incorrectly denominated as paragraph 234).

237. This Defendant denies the allegations contained in paragraph 237 of Plaintiffs' Complaint (incorrectly denominated as paragraph 235).

238. This Defendant denies the allegations contained in paragraph 238 of Plaintiffs' Complaint (incorrectly denominated as paragraph 236).

239. This Defendant denies the allegations contained in paragraph 239 of Plaintiffs' Complaint (incorrectly denominated as paragraph 237).

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

240. In responding to paragraph 240 of Plaintiffs' Complaint (incorrectly denominated as paragraph 238), this Defendant hereby incorporates its responses in paragraphs 1 through 239 of this Answer as if fully rewritten herein.

241. This Defendant denies the allegations in paragraph 241 of Plaintiffs' Complaint (incorrectly denominated as paragraph 239) for want of knowledge or information sufficient to state the truth or veracity thereof.

242. This Defendant denies the allegations in paragraph 242 of Plaintiffs' Complaint (incorrectly denominated as paragraph 240), except to admit only that KNR's contingency-fee

agreement speaks for itself and denies all allegations that are inconsistent with or contrary to the express terms of the contingency-fee agreement. Responding further, this Defendant states that the contingency-fee agreement complies with Ohio law.

243. This Defendant denies the allegations contained in paragraph 243 of Plaintiffs' Complaint (incorrectly denominated as paragraph 241).

244. This Defendant denies the allegations contained in paragraph 244 of Plaintiffs' Complaint (incorrectly denominated as paragraph 242).

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

245. In responding to paragraph 245 of Plaintiffs' Complaint (incorrectly denominated as paragraph 243), this Defendant hereby incorporates its responses in paragraphs 1 through 244 of this Answer as if fully rewritten herein.

246. This Defendant denies the allegations in paragraph 246 of Plaintiffs' Complaint (incorrectly denominated as paragraph 244) for want of knowledge or information sufficient to state the truth or veracity thereof.

247. This Defendant denies the allegations contained in paragraph 247 of Plaintiffs' Complaint (incorrectly denominated as paragraph 245).

248. This Defendant denies the allegations contained in paragraph 248 of Plaintiffs' Complaint (incorrectly denominated as paragraph 246).

249. This Defendant denies the allegations contained in paragraph 249 of Plaintiffs' Complaint (incorrectly denominated as paragraph 247).

250. This Defendant denies the allegations contained in paragraph 250 of Plaintiffs' Complaint (incorrectly denominated as paragraph 248).

251. This Defendant denies the allegations contained in paragraph 251 of Plaintiffs' Complaint (incorrectly denominated as paragraph 249).

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

252. In responding to paragraph 252 of Plaintiffs' Complaint (incorrectly denominated as paragraph 250), this Defendant hereby incorporates its responses in paragraphs 1 through 251 of this Answer as if fully rewritten herein.

253. This Defendant denies the allegations in paragraph 253 of Plaintiffs' Complaint (incorrectly denominated as paragraph 251) for want of knowledge or information sufficient to state the truth or veracity thereof.

254. This Defendant denies the allegations contained in paragraph 254 of Plaintiffs' Complaint (incorrectly denominated as paragraph 252).

255. This Defendant denies the allegations contained in paragraph 255 of Plaintiffs' Complaint (incorrectly denominated as paragraph 253).

256. This Defendant denies the allegations contained in paragraph 256 of Plaintiffs' Complaint (incorrectly denominated as paragraph 254).

257. This Defendant denies the allegations contained in the Prayer for Relief paragraph Plaintiffs' Complaint

258. This Defendant denies each and every allegation in Plaintiffs' Complaint, except as expressly admitted in paragraphs 1 through 254 of this Answer.

**ADDITIONAL DEFENSES**

1. Plaintiffs' Complaint fails to state claims for which relief can be granted.
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 pled no set of facts sufficient to sustain their burden of proving that they are a representative of any alleged class.

5. Plaintiffs' claims, and some or all of the purported classes, in whole or in part, are barred by operation of the applicable statutes of limitation or other limitation periods.

6. Plaintiffs' claims, and some or all of the purported classes, are barred by operation of the doctrines of laches, waiver, estoppel, equitable estoppel, quasi-estoppel, and/or unclean hands.

7. Plaintiffs lack standing to bring and maintain their claims on behalf of the putative classes and standing to pursue, among other claims, their declaratory and injunctive relief.

8. Any alleged injury or damage claimed by Plaintiffs or some or all of the purported classes, which this Defendant denies, was the direct and proximate result of acts or omissions of persons or entities other than this Defendant or the other Defendants to whom Defendant reserves the right to allocate fault pursuant to Ohio Revised Code Section 2307.22 and 2307.23.

9. Any alleged injury or damage claimed by Plaintiffs, or some or all of the purported classes, which Defendant denies, was caused in whole or in part by the negligence, recklessness, lack of due care, or fault of persons or entities other than this Defendant or the other Defendants to whom Defendant reserves the right to allocate fault pursuant to Ohio Revised Code Section 2307.22 and 2307.23.

10. Any alleged injury or damage claimed by Plaintiffs, or some or all of the purported classes, which Defendant denies, was caused in whole or in part by the intervening and/or superseding acts, events, or omissions of persons or entities.

11. Plaintiffs and some or all of the purported classes have failed to mitigate any damages caused by any purported injury.

12. The claims of Plaintiffs and some or all of the purported classes are bound and precluded, in whole, or in part of the doctrines of *res judicata*, collateral estoppel, judicial estoppel, equitable estoppel, quasi-estoppel, and judicial approval.

13. The claims of Plaintiffs and some or all of purported classes are barred in whole or in part by the doctrines of contributory negligence or fault pursuant to Ohio law.

14. Plaintiffs' claims are barred, in whole or in part, by the Due Process and Equal Protection Clauses of 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.

15. 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.

16. 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.

17. Plaintiffs' claim for punitive or exemplary damages against Defendant cannot be maintained unless the trial is bifurcated. Any award of punitive 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 by the Ohio Constitution.

18. The imposition of punitive damages in this case against this 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.

19. 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 a jury may impose, all in violation of the due process clause of the Fourteenth Amendment to the United States Constitution and the Ohio Constitution, and the common law and public policy of Ohio.

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

21. Plaintiffs have failed to join all necessary and/or indispensable parties required for a just adjudication of this case as required under Ohio Civil Rule 19 and/or the Supreme Court of Ohio's decision in *National Union Fire Ins. Co. v. Wuerth*, 122 Ohio St.3d 594, 2009-Ohio-3601.

22. Plaintiffs' claims are barred, in whole or in part, by the economic loss rule.

23. Plaintiffs have intentionally waived the attorney-client privilege, work product doctrine, and other applicable privileges only as those privileges relate to them and their relationship with KNR. Plaintiffs cannot establish that they have the right to waive the attorney-client, work product, and other applicable privileges for any and all alleged members of the putative class.

24. Plaintiffs reviewed and voluntarily signed their contingency-fee agreements with KNR and the Settlement Memorandum, to the extent one was signed. Plaintiffs approved the Settlement Memorandum and the dispersal of all expenses.

25. This Defendant incorporates herein Defendants' responses to all of Plaintiffs' discovery requests.

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

27. Plaintiffs cannot satisfy their burden in establishing a piercing the corporate veil claim for relief to the extent one is later asserted.

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

29. Plaintiffs' Complaint fails for insufficiency of process.

30. Plaintiffs' Complaint fails for insufficiency of service of process.

31. This Court lacks jurisdiction (e.g., personal, subject matter, etc.) over this Defendant and case and, therefore, Plaintiffs' Complaint should be dismissed.

32. To the extent Plaintiffs seek prospective relief to enjoin practices alleged to violate the Ohio Rules of Professional Conduct, this Court lacks jurisdiction over such claims under Section 2(B)(1)(g), Article IV of the Ohio Constitution, which provides that the Supreme Court shall have original jurisdiction with regard to the admission to the practice of law, the discipline of persons admitted to practice law, and all other matters relating to the practice of law, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law should be stricken from Plaintiffs' Complaint. See, e.g. *Smith v. Kates*, 46 Ohio St.2d 263, 266, 348 N.E.2d 320 (1976) ("Our authority is exclusive and absolute. A disciplinary proceeding may be initiated only by compliance with Gov. R. V"); *State ex rel. Kister-Welty v. Hague*, 160 Ohio App.3d 486, 2005-Ohio-1788, ¶ 9, 827 N.E.2d 846 (11<sup>th</sup> Dist.), citing Section 2(B)(1)(g), Article IV of the Ohio Constitution ("It is well settled under the applicable state law that the Supreme Court of Ohio has exclusive jurisdiction over matters pertaining to the discipline of an attorney at law for an ethical violation"); Gov. Bar. R. V Section 2(A) ("**Exclusive Jurisdiction.** Except as otherwise expressly provided in rules adopted by the Supreme Court, all grievances

involving alleged misconduct by . . . attorneys . . . shall be brought, conducted, and disposed of in accordance with the provisions of this rule”).

33. There exists no private right of action in a civil matter for violations of ethical rules governing attorneys, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law should be stricken from Plaintiffs' Complaint. See, e.g. Ohio Rules of Professional Conduct, Preamble (“Violation of a rule in the Ohio Rules of Professional Conduct (ORPC) should not itself give rise to a cause of action against a lawyer nor should it create any presumption in such a case that a legal duty has been breached . . . [The rules] are not designed to be a basis for civil liability”); *Fred Siegel Co. L.P.A. v. Arter & Hadden*, 85 Ohio St.3d 171, 178, 1999-Ohio-260, 707 N.E.2d 853 (“[V]iolation of the Disciplinary Rules does not, in itself, create a private cause of action”).

34. Plaintiffs' claims for alleged violations of the Ohio Rules of Professional conduct are not a basis for the imposition of the monetary relief or damages sought by Plaintiffs, and all references to the Ohio Rules of Professional Conduct, Advisory Opinions, and disciplinary case law are thus irrelevant and should be stricken from Plaintiffs' Complaint.

35. Plaintiffs' Complaint is frivolous and factually and legally baseless and violates Ohio R. Civ. P. 11 and Ohio law (e.g., R.C. § 2323.51).

36. Plaintiffs' Complaint is based in whole or in part on illegally obtained documents. Plaintiffs should not be able to take advantage of the illegally obtained documents, and sanctions are appropriate, including dismissal of the Complaint. See, e.g., *Raymond v. Spirit AeroSystems Holdings, Inc.*, Case No. 16-1282-JTM-GEB, 2017 U.S. Dist. LEXIS 101926 (D. Kan. June 30, 2017).

37. If in fact Plaintiffs sustained any damages as alleged in the Complaint, which allegations are expressly denied, then this Defendant is entitled to an apportionment of liability to other parties and non-parties to this action pursuant to R.C. § 2307.23.

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

39. Plaintiffs' claims under the Ohio Corrupt Practices Act are not plead with particularity. See, e.g., *Morrow v. Reminger & Reminger Co. LPA*, 183 Ohio App.3d 40, 2009-Ohio-2665, ¶ 27, 915 N.E.2d 696 (10th Dist.), citing *Universal Coach, Inc. v. New York City Transit Auth.*, 90 Ohio App.3d 284, 291, 629 N.E.2d 28 (8th Dist. 1993).

40. The relationship between Defendant, Plaintiffs, and the putative class members is governed in whole or in part by the terms of the contingency fee agreements, settlement memoranda, and other enforceable agreements between them, each of which are incorporated by reference to this Answer. See Complaint, Exhibits 2, 3, 4, 5, 6, and 13. See also Plaintiff Harbour contingency fee agreements and settlement memoranda, attached hereto as Exhibit A.

41. There is no fiduciary relationship between Defendant, Plaintiffs, and the putative class members with respect to some or all of the transactions described in Plaintiffs' Sixth Amended Complaint.

42. There is no privity between Defendant, Plaintiffs, and the putative class members with respect to some or all of the transactions described in Plaintiffs' Sixth Amended Complaint.

43. Plaintiffs' claims are barred in whole or in part by the professional and/or business judgment rules.

44. The transactions forming the basis of Plaintiffs' complaint were authorized in whole or in part by the contractual relationship entered by the parties and/or were within the discretion authorized by such contract.

45. The compensation received by Defendant for the services performed by Defendant and its employees was fair and reasonable.

46. Defendant and its employees are entitled to reasonable compensation for the value of the services they provided to Plaintiffs and putative class members.

47. Plaintiffs and the putative class members ratified the actions of Defendant and its employees by accepting performance with knowledge of all material facts.

48. Plaintiffs have waived any right of rescission by refusing to tender the benefit they received from services provided by Defendant and its employees.

49. Plaintiffs' cause of action for equitable relief is barred because Plaintiffs have adequate remedies at law.

50. Plaintiffs seeks an inequitable windfall as they would receive the benefits of Defendant and its employees' legal services at no cost.

51. Plaintiffs seek an inequitable forfeiture in violation of Defendant's substantive due process rights.

52. Plaintiffs and the putative class members' claims are barred in whole or part by the doctrine of in pari delicto.

53. Plaintiffs and the putative class members' claims are barred by their consent.

54. Plaintiffs' claims are barred in whole or in part by their settlement with and/or release of Defendant's employees whose actions give rise to this suit.

55. This Defendant incorporates all the Motions for Judgment on the Pleadings and related briefs and motions filed in this case as if fully rewritten herein.

56. This Defendant incorporates its prior Answers and the Answers of the other Defendants, including, but not limited to, their prior Answers.

57. This Defendant denies the prayer for relief and asserts the election of remedies defense.

58. This Defendant reserves the right to amend its Answer to assert any additional defenses, cross-claims, counterclaims and/or third-party complaints to the extent that discovery in this matter reveals any basis for the assertion of such defenses.

WHEREFORE, having fully responded to Plaintiffs' Complaint herein, this Defendant requests that the Complaint be dismissed with prejudice, that it recover its costs, expenses, and reasonable attorney's fees incurred herein, and for such other and further relief as the Court deems just and equitable.

Respectfully submitted,

/s/ James M. Popson

James M. Popson (0072773)

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[Tom.mannion@lewisbrisbois.com](mailto:Tom.mannion@lewisbrisbois.com)

Counsel for Defendants



**JURY DEMAND**

Now comes this Defendant, by and through counsel, and herein demands a trial by jury of the issues triable of and by a jury in this action.

/s/ James M. Popson

James M. Popson (0072773)

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing *Separate Answer of Alberto R. Nestico to Sixth Amended Class Action Complaint* was filed electronically with the Court on this 19th day of August, 2019. The parties may access this document through the Court's electronic docket system.

/s/ James M. Popson  
James M. Popson (0072773)

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

**CONTINGENCY FEE AGREEMENT**

Richard Harbour, hereinafter called Client, request  
and authorize Kisling, Nestico & Redick, LLC, hereinafter called Attorneys, to represent  
himself for all purposes in connection with clients' injuries and damages  
arising out of an incident which occurred on the 13th day of April 2011 in \_\_\_\_\_  
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.

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. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.

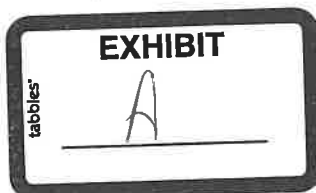
3) Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which may have been advanced by Attorneys in preparation for settlement and/or trial of Client's case. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SUCH ADVANCED EXPENSES.

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 \_\_\_\_\_ day of \_\_\_\_\_,

RCR  
[Signature] CLIENT  
[Signature] ATTORNEY



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

## CONTINGENCY FEE AGREEMENT

Rita Harbour, hereinafter called Client, request and authorize Kisling, Nestico & Redick, LLC, hereinafter called Attorneys, to represent HTM for all purposes in connection with clients injuries and damages arising out of an incident which occurred on the 10 day of May, 2017 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 w Attorneys. In the event of an appeal, an additional agreement for services shall be made by the parties hereto. I appeal will be made without both parties agreeing thereto. I understand that my case may be handled by any one more of the members of the firm of Kisling, Nestico & Redick, LLC and different members may handle the case different times. Client understands and agrees that Attorneys are not representing Client for any Work Compensation, medical malpractice, disability, or employment related claims arising from this incident, injuries 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 any and all amounts recovered, and Client hereby assigns said amount to Attorneys and authorizes Attorneys deduct said amount from the proceeds recovered. IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED.

Client agrees and authorizes Attorneys to deduct, from any proceeds recovered, any expenses which m. have been advanced by Attorneys in preparation for settlement and/or trial of Clients case. IN THE EVENT OF A 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 a 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 18 day of May, 2017

CLIENT

ATTORNEY

ATTORNEY



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

**CONTINGENCY FEE AGREEMENT**

Richard Harbour, 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 13 day of April, 15 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 28 day of April, 2015

CLIENT

ATTORNEY



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

CONTINGENCY FEE AGREEMENT

Robinson  
Richard Harbour, hereinafter called Client, request and authorize Kisling, Nestico & Redick, LLC, hereinafter called Attorneys, to represent MUNEK for all purposes in connection with clients injuries and damages arising out of an incident which occurred on the 6<sup>th</sup> day of May 2016 in Medina, 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 13 day of May, 2016

CLIENT

ATTORNEY



4/25/2012

214858 / Richard A Harbour

Settlement MemorandumRecovery:

REC	Erie Insurance	\$ 20,000.00
		<hr/>
		\$ 20,000.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
Akron General Medical Center **;	\$ 31.23
Akron General Medical Center **; Records/KN	\$ 34.38
AMC Investigations;	\$ 50.00
Clearwater Billing Services, LLC;	\$ 50.00
Akron General Health System;	\$ 1.50
	<hr/>
Total Due	\$ 167.11

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron General Medical Center **	<u>RAH</u> \$ 2,470.00
Akron General Medical Center **	<u>RAH</u> \$ 342.00
General Emergency Medical Specialists, Inc.*	<u>RAH</u> \$ 130.00
Ghoubrial, M.D., Dr. Sam N.	\$ 2,000.00
Kisling, Nestico & Redick, LLC	\$ 4,700.00
Rolling Acres Chiropractic Inc	\$ 3,700.00
	<hr/>
Total Due Others	\$ 13,342.00

Total Deductions	\$ 13,509.11
Total Amount Due to Client	\$ 6,490.89

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: X 4/25/12Name: X R A H

Richard A Harbour

Firm: X

Kisling, Nestico &amp; Redick, LLC



7/27/2015

221620 / Richard Harbour

Settlement MemorandumRecovery:

MP	Progressive Insurance*	\$ 5,000.00
REC	Erie Insurance	\$ 17,500.00
		\$ 22,500.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	\$ 40.00
AMC Investigations;	\$ 50.00
Clearwater Billing Services, LLC;	\$ 12.00
First Healthcare**; dd	\$ 48.23
HealthPort; dd	\$ 386.25
Kisling, Nestico & Redick, LLC; Filing Fee/rjk	\$ 16.00
Professional Receivables Control, Inc.*;	\$ 55.00
Trisha Beban Yost, RPR; #6018/depo of Fischer	\$ 2.50
Akron General Health System*;	\$ 609.98
Total Due	

DEDUCT AND RETAIN TO PAY TO OTHERS:

Bath Fire Department	\$ 450.00
Clearwater Billing Services, LLC	\$ 1,900.00
Kisling, Nestico & Redick, LLC	\$ 6,388.33
Progressive Insurance*	\$ 3,335.00
Radiology & Imaging Services	\$ 38.00
Radiology & Imaging Services	\$ 47.01
Rolling Acres Chiropractic Inc	\$ 3,331.68
Total Due Others	\$ 15,490.02

Total Deductions	\$ 16,100.00
Total Amount Due to Client	\$ 6,400.00
Less Previously Paid to Client	\$ 0.00
Net Amount Due to Client	\$ 6,400.00





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 initialed 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:

7/29/15

Name:

Richard Harbour

Firm:

Kisling, Nestico & Redick, LLC

**261016 / Richard Harbour****Settlement Memorandum****Recovery:**

REC State Farm Insurance

\$ 7,000.00

**DEDUCT AND RETAIN TO PAY:****Kisling, Nestico & Redick**AMC Investigations  
Access Urgent Medical Care of Pickerington  
Total Due

\$ 50.00

\$ 19.00

\$ 69.00

**DEDUCT AND RETAIN TO PAY TO OTHERS:**Frain Chiropractic  
Kisling, Nestico & Redick  
Total Due Others

(\$ 4,017.72) \$ 3,000.00

(\$ 2,333.33) \$ 1,965.50

\$ 4,965.50

**Total Deductions**

\$ 5,034.50

**Net Amount Due to Client**

\$ 1,965.50

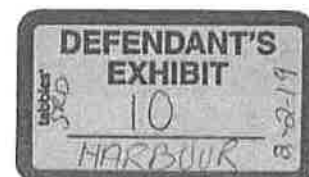
I hereby approve the above settlement and distribution of proceeds. I have reviewed the above information and attorney's fees with Kisling, Nestico & Redick. I acknowledge that it accurately reflects all costs, including but not limited to, the investigation fee, and all outstanding expenses associated 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 initialed 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: 2/23/17Name: Richard Harbour

Richard Harbour

Firm: Kisling, Nestico & Redick

Kisling, Nestico &amp; Redick



7/13/2015

250321 / Richard Harbour

Settlement MemorandumRecovery:

REC	Guide One Insurance*	\$ 4,800.00
		\$ 4,800.00

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
MRS Investigations, Inc.;	\$ 50.00
PRC Medical; doc fee // jpf	\$ 16.00
MedInform Inc.*; #608 billing (mad)	\$ 24.16
Total Due	\$ 90.16

DEDUCT AND RETAIN TO PAY TO OTHERS:

Akron General Medical Center	X <u>RH</u>	\$ 322.00
Clinic Medical Services*	X <u>RH</u>	\$ 73.00
Kisling, Nestico & Redick, LLC		\$ 1,600.00
Rolling Acres Chiropractic Inc.		\$ 1,084.00
Total Due Others		\$ 3,079.00

<b>Total Deductions</b>	\$ 3,169.16
<b>Amount Due to Client</b>	\$ 1,630.84
<b>Plus Amount to be Paid by Client</b>	\$ 395.00
<b>Net Amount Due to Client</b>	\$ 2,025.84

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 initialed 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:

7/29/18

Name:

Richard Harbour

Firm:

Kisling, Nestico & Redick, LLC