

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

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| MEMBER WILLIAMS, <i>et al.</i> , Plaintiffs, vs. KISLING, NESTICO & REDICK, LLC, <i>et al.</i> , Defendants. | Case No. 2016-CV-09-3928 Judge James A. Brogan Notice of Filing Deposition Transcripts of Amanda Lantz, Kelly Phillips, Michael Simpson, and Aaron Czetli |
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Pursuant to the Court's order of July 3, 2019, Plaintiffs hereby give notice of filing with the Court the deposition transcripts of Amanda Lantz (**Exhibit 1**), Kelly Phillips (**Exhibit 2**), Michael Simpson (**Exhibit 3**), and Aaron Czetli (**Exhibit 4**).

Respectfully submitted,

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Certificate of Service

The foregoing document was filed on August 28, 2019, using the Court's electronic-filing system, which will serve copies on all necessary parties.

/s/ Rachel Hazelet
Attorney for Plaintiffs

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| <div>Page 1</div> <div>1State of Ohio,) 2County of Summit.) SS: 3IN THE COURT OF COMMON PLEAS 4MEMBER WILLIAMS, ET AL.,) 5) 6Plaintiffs,) 7vs.)Case No. CV-2016-09-3928 8) 9KISLING, NESTICO & REDICK) 10LLC, ET AL.,) 11) 12Defendants.) 13- - - - - 14THE VIDEOTAPED DEPOSITION OF AMANDA LANTZ, ESQ. 15THURSDAY, MARCH 28, 2019 16- - - - - 17The videotaped deposition of AMANDA LANTZ, 18ESQ., called by the Defendants for examination 19pursuant to the Ohio Rules of Civil Procedure, 20taken before me, the undersigned, Aimee N. Szinte, 21Notary Public within and for the State of Ohio, 22taken at Kisling, Nestico & Reddick, 233412 West Market Street, Fairlawn, Ohio, commencing 24at 10:14 a.m., the day and date above set forth. 25</div> | <div>Page 3</div> <div>1On behalf of the Defendant Rob A. Nestico, Esq: 2David M. Best, Esq. 3David M. Best, Co., LPA 44900 West Bath Road 5Akron, Ohio 44333 6330.665.1855 7dmb@dmbestlaw.com 8 9On behalf of the Defendant Sam N. Ghoubrial, M.D.: 10Bradley J. Barmen, Esq. 11Lewis, Brisbois, Bisgaard & Smith, LLP 121375 East 9th Street, Suite 2250 13Cleveland, Ohio 44114 14216.344.9422 15brad.barmen@lewisbrisbois.com 16 17ALSO PRESENT: 18John Reagan, Esq. 19Alex Cook, Videographer 20 21- - - - - 22 23 24 25</div> |
| <div>Page 2</div> <div>1APPEARANCES: 2On behalf of the Plaintiffs: 3Peter Pattakos, Esq. 4Pattakos Law Firm, LLC 5101 Ghent Road 6Fairlawn, Ohio 44333 7330.836.8533 8peter@pattakos.law.com 9 10On behalf of the Defendants Kisling, Nestico & 11Redick, LLC: 12James M. Popson, Esq. 13Sutter O'Connell 141301 East Ninth Street 153600 Erieview Tower 16Cleveland, Ohio 44114 17216.928.2200 18jpopson@sutter-law.com 19and 20Thomas P. Mannion, Esq. (Via telephone) 21Lewis, Brisbois, Bisgaard & Smith, LLP 221375 East 9th Street, Suite 2250 23Cleveland, Ohio 44114 24216.344.9422 25tom.mannion@lewisbrisbois.com</div> | <div>Page 4</div> <div>1AMANDA LANTZ, ESQ. DEPOSITION INDEX 2 3EXAMINATION BY:PAGE NO. 4 5MR. POPSON.....5 6MR. BARMEN.....239 7MR. PATTAKOS.....273 8 9EXHIBIT NO.PAGE NO. 10A Affidavit50 11B Spreadsheet50 12C E-mail100 13D E-mail130 14E E-mail132 15F KNR Report134 16G E-mail167 17H E-mail219 18I E-mail225 19J E-mail226 20 21 22 23 24 25</div> <div>EXHIBIT 1</div> |

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| <p style="text-align: right;">Page 5</p> <p>1 MR. POPSON: We're just reserving 2 our right, Peter, as we've agreed in the past, 3 to mark portions of this deposition as 4 confidential as necessary within the time frame 5 we previously have agreed to as it relates to 6 the other depositions that have been taken in 7 this case. 8 MR. PATTAKOS: Okay. 9 THE VIDEOGRAPHER: On the record. 10 The time is 10:14. Today's date is March 28, 11 2019. 12 AMANDA LANTZ, ESQ., of lawful age, 13 called by the Defendants for examination 14 pursuant to the Ohio Rules of Civil Procedure, 15 having been first duly sworn, as hereinafter 16 certified, was examined and testified as 17 follows: 18 EXAMINATION OF AMANDA LANTZ, ESQ. 19 BY-MR. POPSON: 20 Q Good morning. 21 A Good morning. 22 Q My name is Jim Popson. I'm an attorney. I'm 23 counsel for the KNR defendants in this lawsuit. 24 You are an attorney, correct? 25 A I am.</p> | <p style="text-align: right;">Page 7</p> <p>1 A None. 2 Q Where did you work prior to Valerie Wilt & 3 Associates? 4 A I was at a firm in Hilliard, Ohio called 5 Lardiere McNair. It's L A R -- do you need me 6 to spell it? 7 Q Sure. 8 A L A R D I E R E, McNair, M c N A I R. And that 9 was domestic and some PI; however, the reason I 10 left was I wanted to practice domestic. 11 Q How long were you at Lardiere McNair? 12 A Eight months. 13 Q And I think you anticipated my next question 14 which was the reason for your moving on to 15 Valerie Wilt & Associates, what was that? 16 A Because I was -- at Valerie Wilt, her firm, I 17 was able to practice all domestic and I just 18 chose to take on criminal for a while to build 19 up my caseload. 20 Q So you left of your own volition? 21 A Yes. They were sad to see me go, but they 22 understood. It was also -- Valerie's office is 23 also much closer to my house. 24 Q Prior to Lardiere McNair, where did you work? 25 A Wright & Schulte. If you need me to spell it,</p> |
| <p style="text-align: right;">Page 6</p> <p>1 Q Then I will dispense with the discussion of 2 talking over each other, et cetera, because I 3 think you understand how that works; that we 4 have a court reporter here and that we need to 5 respect each other's space when it comes to 6 talking to make her job easier. Okay? 7 Can you state your -- 8 MR. POPSON: Did we swear the 9 witness? 10 THE NOTARY: Yes. 11 Q Can you state your full name for the record? 12 A Yes. Amanda Jo Lantz, L A N T Z. 13 Q Where do you currently reside? 14 A At 815 East High Street, and that's 15 Springfield, Ohio 45505. 16 Q Are you currently employed? 17 A I am. 18 Q Where are you employed? 19 A The firm is called Valerie Wilt & Associates. 20 Q How long have you been employed by Valerie Wilt 21 & Associates? 22 A Two years in April. 23 Q What type of work are you doing there? 24 A Domestic relations and some criminal defense. 25 Q Any plaintiff work?</p> | <p style="text-align: right;">Page 8</p> <p>1 just let me know. 2 Q W R I G H T? 3 A Yep. And Schulte is S C H U L T E. I clerked 4 for them all through law school and they hired 5 me back to run their domestic relations 6 practice. 7 Q Was your practice at Wright Schulte limited to 8 domestic relations? 9 A As an attorney, yes. When I was in law school 10 clerking for them, I did all mass -- I helped 11 them with all their mass torts. They did mass 12 torts and PI. They had other areas, but that's 13 what they hired their clerks for. So they said 14 if you come back, we'll let you just handle 15 domestic relations only and kind of blow up 16 that practice and market it. And they're in 17 Dayton. They have multiple location, but the 18 two I worked at were in Dayton. 19 Q How long did you work at Wright & Schulte? 20 A That was about -- it was maybe eight months to 21 a year. There were no gaps in employment, but 22 there's only one more place of employment 23 between Wright & Schulte and KNR. 24 Q And what was that? 25 A And that's Robert Half Legal Recruiting where I</p> |

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| <p style="text-align: right;">Page 9</p> <p>1 was a legal recruiter.</p> <p>2 Q And how long were you at Robert Half?</p> <p>3 A I would say probably about eight months to a</p> <p>4 year.</p> <p>5 Q And let's go back up the chain.</p> <p>6 Why did you leave Robert Half Legal</p> <p>7 Recruiting?</p> <p>8 A Because I missed being an attorney, but I was</p> <p>9 waiting for -- well, I wanted to wait until I</p> <p>10 could get a firm that would take me but be</p> <p>11 willing to teach me different areas, because I</p> <p>12 had no experience except for PI and mass torts</p> <p>13 at that point, but I had always -- my focus in</p> <p>14 law school was domestic relations, family law.</p> <p>15 So when I left Robert Half to go to Wright &</p> <p>16 Schulte, it was because it was the area of law</p> <p>17 I wanted to practice in; however, it was</p> <p>18 further away, so that's what caused our move.</p> <p>19 Q So you left Robert Half of your own volition?</p> <p>20 A Uh-huh. Yep.</p> <p>21 Q And Wright & Schulte you practiced exclusively</p> <p>22 in domestic relations?</p> <p>23 A Correct.</p> <p>24 Q And you left there of your own volition?</p> <p>25 A I did.</p> | <p style="text-align: right;">Page 11</p> <p>1 eventually work exclusively on domestic and</p> <p>2 that wasn't happening?</p> <p>3 A Exactly.</p> <p>4 Q And you were an associate at Wright & Schulte?</p> <p>5 A Yes.</p> <p>6 Q You were an associate at Lardiere McNair?</p> <p>7 A Yes.</p> <p>8 Q Are you a partner or an associate at</p> <p>9 Valerie Wilt?</p> <p>10 A I'm an associate.</p> <p>11 Q Have you ever been a partner of a law firm?</p> <p>12 A Never.</p> <p>13 Q Prior to Robert Half, you worked at KNR,</p> <p>14 correct?</p> <p>15 A Yep.</p> <p>16 Q And then prior to that you worked where?</p> <p>17 A Kevin Kurgis, a PI firm in downtown Columbus.</p> <p>18 And they were -- it was high volume, but I</p> <p>19 would -- I was a case manager there. That's</p> <p>20 after I had graduated law school but was</p> <p>21 waiting for my Bar pass, if I passed the Bar or</p> <p>22 not.</p> <p>23 My job there was basically to -- like</p> <p>24 pre-litigation. So from the point that a</p> <p>25 client signs with the firm -- I didn't do</p> |
| <p style="text-align: right;">Page 10</p> <p>1 Q Why did you move from Wright & Schulte to --</p> <p>2 A Lardiere McNair.</p> <p>3 Q Correct.</p> <p>4 A Because I was at a family law CLE. It was like</p> <p>5 a two-day seminar for the OSBA. And one of the</p> <p>6 lawyers from -- one of the partners from</p> <p>7 Lardiere McNair, Daryn McNair, reached out to</p> <p>8 me and he said, "Hey, I heard you do PI." And</p> <p>9 I said, "Not anymore. I'm going into</p> <p>10 domestic." He goes, "Well, we need a new</p> <p>11 associate in our office who's going to handle</p> <p>12 mostly PI, but also equal practice of</p> <p>13 domestic." And I said, "Only if my main focus</p> <p>14 can ultimately be domestic, I'll come work for</p> <p>15 you." Because they offered me more than what</p> <p>16 Wright & Schulte was paying.</p> <p>17 So when I got there, Lardiere McNair,</p> <p>18 they had tried to give me all the PI cases.</p> <p>19 And that was something that I was trying to get</p> <p>20 away from, so that's why I ultimately left;</p> <p>21 well, sought other opportunities in Springfield</p> <p>22 was because I just wanted to practice domestic</p> <p>23 relations. That's all I had wanted to do since</p> <p>24 I got out of law school.</p> <p>25 Q So you went to Lardiere McNair hoping to just</p> | <p style="text-align: right;">Page 12</p> <p>1 intake. We had different people doing intake.</p> <p>2 I would get the case. Work it, like get the</p> <p>3 medical bills, do all the medical records</p> <p>4 requests, get all of the records and bills</p> <p>5 together into a settlement package and then</p> <p>6 hand it off to an attorney to review. And then</p> <p>7 they took it from there.</p> <p>8 Q At any time during your employment at</p> <p>9 Kevin Kurgis, were you an attorney?</p> <p>10 A No. As soon as I -- well, maybe like a week.</p> <p>11 As soon as I found out I passed the Bar, I</p> <p>12 think I brought my resume to KNR's Columbus</p> <p>13 office before I even was sworn in at the</p> <p>14 swearing in ceremony.</p> <p>15 Q Did Kevin Kurgis' office use investigators?</p> <p>16 A I don't know if they were called -- I don't</p> <p>17 remember what they're called. The guy who</p> <p>18 would go out and have the client sign paperwork</p> <p>19 was a guy named Dave. So I don't necessarily</p> <p>20 know how the cases -- I just know I handled all</p> <p>21 cases that had the last name from A through E.</p> <p>22 So cases would come in. And then I don't</p> <p>23 know how we would procure them, but they would</p> <p>24 just end up on my desk and I just knew what to</p> <p>25 do after we got them in the door.</p> |

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| <p style="text-align: right;">Page 13</p> <p>1 Q Do you know if Dave was an independent 2 contractor or an employees of Kurgis? 3 A I have no idea. I wasn't there for very long. 4 Q How long were you there? 5 A I would say maybe four months. 6 Q All right. I'm going to ask you about some of 7 the -- any information you may know about the 8 actual plaintiffs in this case. 9 When you were here at this firm, did you 10 work on a case involving a client named 11 Member Williams? 12 A I did not. 13 Q Are you even aware that she's a plaintiff in 14 this case? 15 A I am just from correspondence I've seen. 16 Q Okay. 17 A I read the KNR complaint from I think -- or the 18 complaint against KNR from I think 2016 and I 19 think I saw some of the names. Some of them 20 that you had asked in your subpoena, they 21 didn't ring a bell. 22 Q All right. So you don't have any personal 23 knowledge as to how she was signed up -- 24 A No. 25 Q -- at KNR?</p> | <p style="text-align: right;">Page 15</p> <p>1 Q You don't know whether she had a loan on her 2 case, correct? 3 A I don't know. 4 Q Or what loan company information the KNR 5 attorney may have given to Member Williams, 6 correct? 7 A That's correct. 8 Q And if we can do this as quickly as we can, the 9 other -- one of the other plaintiff's names is 10 Thera Reid. Would the answers that you gave me 11 for Member Williams be the same for Thera Reid? 12 Do you have any personal knowledge regarding 13 her case? 14 A No. It sounded familiar, but I think there's a 15 celebrity named Thera Reid. That's all I can 16 relate it to. 17 MR. PATTAKOS: It's Thera. 18 A Absolutely not. Never heard that name before. 19 Q Okay. Do you have any personal knowledge 20 regarding the handling of the case by KNR of a 21 client named Monique Norris? 22 A No. 23 Q Do you have any personal knowledge of the 24 handling of the case of a KNR client by the 25 names of James Harbour?</p> |
| <p style="text-align: right;">Page 14</p> <p>1 A No. 2 Q You don't know which attorneys were working on 3 her case? 4 A No idea. 5 Q Do you know have any personal knowledge of what 6 work any investigator may have done on her 7 case? 8 A No. 9 Q For example, you wouldn't know who obtained the 10 police report? 11 A I don't. 12 Q You don't know what was said to her by any 13 KNR attorney during her initial consultation? 14 A I don't. 15 Q Or at the disbursement meeting? 16 A None. 17 Q Or any time in between, correct? 18 A Correct. 19 Q You don't know whether she was given a 20 recommendation for a chiropractor or who she 21 was recommended to see? 22 A Correct. I don't know. 23 Q Or whether the attorney discussed Dr. Ghoubrial 24 with her? 25 A Correct.</p> | <p style="text-align: right;">Page 16</p> <p>1 A No. 2 MR. PATTAKOS: Richard. 3 Q You know why I said James Harbour? Because my 4 stepmother's brother is named James Harbour. 5 A Him either. 6 Q How about that? 7 For example, do you know how Richard 8 Harbor became a patient of Dr. Ghoubrial at any 9 time related to any of his four different 10 lawsuits that he had? 11 A No. 12 Q You do not know if any KNR attorney referred 13 Richard Harbour to Dr. Ghoubrial, do you? 14 A No, I don't. 15 Q In order for us -- in order for anyone to know 16 that, you would have to review the files to 17 know what happened in their individual cases. 18 Do you agree with that? 19 A I do agree. 20 Q We could talk to the chiropractor who may have 21 referred the patient to Dr. Ghoubrial to find 22 out how the person got to Dr. Ghoubrial? 23 A You could. 24 Q We could talk to the lawyers who actually 25 handled the case and find out what they</p> |

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| <p style="text-align: right;">Page 17</p> <p>1 actually told their clients?</p> <p>2 A Right.</p> <p>3 Q And for any client of KNR, to find out what</p> <p>4 communications they had with their lawyers</p> <p>5 regarding referrals to any physicians, we would</p> <p>6 have to ask those lawyers, look in those files,</p> <p>7 correct?</p> <p>8 A Most likely, I would think.</p> <p>9 Q Do you agree that you have no personal</p> <p>10 knowledge regarding any particular patient who</p> <p>11 ended up being treated by Dr. Ghoubrial as to</p> <p>12 how that relationship started?</p> <p>13 A In the Columbus office -- I can only speak for</p> <p>14 Columbus office clients.</p> <p>15 Q Do you have any personal knowledge as to how</p> <p>16 any Columbus office client ended up treating</p> <p>17 with Dr. Ghoubrial?</p> <p>18 A Yeah. We would refer them there.</p> <p>19 Q You referred them there?</p> <p>20 A Yeah. Our office would.</p> <p>21 Q Okay.</p> <p>22 A Do you want me to elaborate?</p> <p>23 Q Well, no. I don't want you to -- well, sure.</p> <p>24 Go ahead. Tell me what you have to say.</p> <p>25 A So Dr. Ghoubrial, during my employment there,</p> | <p style="text-align: right;">Page 19</p> <p>1 there." And that was Dr. Ghoubrial. So that's</p> <p>2 how they would -- that's how we would</p> <p>3 essentially refer the patient/client to</p> <p>4 Dr. Ghoubrial.</p> <p>5 Q Well, you were referring the clients to</p> <p>6 Town & Country, correct?</p> <p>7 A Well, sometimes. We had so many cases coming</p> <p>8 from Town & Country, like sometimes Town &</p> <p>9 Country would send us like 80 cases a month.</p> <p>10 So then there was a lot of pressure from our</p> <p>11 office to make sure that we sent some back;</p> <p>12 otherwise, Dr. Khan, the wife that owned</p> <p>13 Town & Country, she would cut off the referrals</p> <p>14 that she would send to our Columbus office.</p> <p>15 And for a while when I first started at</p> <p>16 the Columbus office, that was like the bread</p> <p>17 and butter. We relied heavily on referrals</p> <p>18 from Town & Country, so we did whatever we</p> <p>19 could to make sure that patient would stay at</p> <p>20 Town & Country. So by keeping the patients</p> <p>21 referred to Dr. Ghoubrial at Town & Country, it</p> <p>22 meant it gave Town & Country the opportunity to</p> <p>23 keep the clients there for treatment.</p> <p>24 So they would -- like so many times</p> <p>25 clients would say, "I don't want to go to the</p> |
| <p style="text-align: right;">Page 18</p> <p>1 only worked at Town & Country Chiropractic on</p> <p>2 Fridays. So if a client -- so I would -- let's</p> <p>3 say I would do the intake call with the -- I'm</p> <p>4 sure you're familiar with the process by this</p> <p>5 point.</p> <p>6 So if I was the attorney who did the</p> <p>7 intake call with the potential client, got them</p> <p>8 to sign the paperwork, they would treat at</p> <p>9 Town & Country. If they were there on a</p> <p>10 Friday, sometimes they would get chiropractic</p> <p>11 treatment and the M.D., Dr. Ghoubrial, Gubs is</p> <p>12 what we called him at the Columbus office. So</p> <p>13 they would get treatment with Gubs that day if</p> <p>14 it was a Friday.</p> <p>15 So some clients would say during the</p> <p>16 intake, "Well, I don't want to go to a</p> <p>17 chiropractor. I've been to a chiropractor in</p> <p>18 the past. They're not going to help me." Or</p> <p>19 they would indicate injuries that wouldn't be</p> <p>20 typically treated by a chiropractor like</p> <p>21 sprained ankles or -- typically with Town &</p> <p>22 Country they would do cervical, thoracic or</p> <p>23 lumbar spine issues.</p> <p>24 So then we were directed to say, "Well,</p> <p>25 go in on a Friday and meet with the M.D. that's</p> | <p style="text-align: right;">Page 20</p> <p>1 chiropractor. I just want to go to the</p> <p>2 doctor." But then we would have to say, "Well,</p> <p>3 in order for you to increase the value on your</p> <p>4 case, you need to get chiropractic treatment to</p> <p>5 show that you've got injuries that are</p> <p>6 validated through medical records, and the</p> <p>7 chiropractors will do that."</p> <p>8 So some cases they would just get like</p> <p>9 hot and cold packs and then they wouldn't even</p> <p>10 get adjusted; however, I do remember bills</p> <p>11 saying that they would be adjusted when the</p> <p>12 clients would say, "Well, no. I don't let him</p> <p>13 crack me. I don't want him to crack me. I</p> <p>14 just sit there and get the hot cold pack and</p> <p>15 then wait for the doctor."</p> <p>16 Q We'll get back to Town & Country in a minute.</p> <p>17 I want to focus on Dr. Ghoubrial right now.</p> <p>18 Are you aware that KNR -- through your</p> <p>19 work at KNR, you are aware that KNR tracks who</p> <p>20 they refer cases to and who refers cases to</p> <p>21 them. You're aware of that, right?</p> <p>22 A Correct.</p> <p>23 Q Well, are you aware that -- you're probably not</p> <p>24 aware, but we ran a search to see how many</p> <p>25 cases that you had referred to Dr. Ghoubrial</p> |

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| <p style="text-align: right;">Page 21</p> <p>1 and we didn't find any.</p> <p>2 Do you know how that could happen?</p> <p>3 A Yeah. Absolutely. Because when they go in,</p> <p>4 the patients go in, they would meet with</p> <p>5 Ann Marie at the front desk with Town &</p> <p>6 Country. She would get them set up, make sure</p> <p>7 all of the lien paperwork was signed, and then</p> <p>8 she would try to get them to Dr. Ghoubrial. Or</p> <p>9 if they needed an M.D. treatment, we were</p> <p>10 encouraged to say -- because if you got the</p> <p>11 patient, your client, to treat with an M.D., it</p> <p>12 was more likely the value of the case would go</p> <p>13 up.</p> <p>14 So we would tell the patient, you know,</p> <p>15 go to the M.D. that's at Town & Country. And</p> <p>16 we would tell them you don't have to get</p> <p>17 adjusted if you don't want to, but just go see</p> <p>18 the M.D. Because we knew that Town & Country</p> <p>19 would ultimately keep them as a patient and</p> <p>20 talk them into getting treatment.</p> <p>21 But, no, if our client wanted to see an</p> <p>22 M.D., we sent them to Dr. Ghoubrial, because it</p> <p>23 was less wait. They could get in within a</p> <p>24 week's time.</p> <p>25 Q Right. But the initial referral, how the</p> | <p style="text-align: right;">Page 23</p> <p>1 A I don't know the conversations that happened</p> <p>2 between the patient and Town & Country at that</p> <p>3 point.</p> <p>4 Q Right. Because that's the doctor's</p> <p>5 conversation, correct? That's the doctor's</p> <p>6 offices conversation with the client?</p> <p>7 A I would hope so. I don't know. I can't speak</p> <p>8 to it. I'm not there. I don't know who talks</p> <p>9 to them. I don't know how they ultimately get</p> <p>10 to it. I just hope that I get records from</p> <p>11 there that say they treated with Dr. Ghoubrial.</p> <p>12 Q So I think what you're telling us is that you</p> <p>13 made clients aware that there was a medical</p> <p>14 doctor that Town & Country worked with that</p> <p>15 they could get medical treatment if it was</p> <p>16 necessary, is that fair?</p> <p>17 MR. PATTAKOS: Objection.</p> <p>18 A Do I --</p> <p>19 MR. PATTAKOS: Objection. Go</p> <p>20 ahead.</p> <p>21 Q He's objecting to the form of my question.</p> <p>22 A Okay. I'm sorry. Can you ask that again?</p> <p>23 Q Sure.</p> <p>24 A You're telling me what you thought I said?</p> <p>25 Q Yeah.</p> |
| <p style="text-align: right;">Page 22</p> <p>1 patient or the client ended up seeing</p> <p>2 Dr. Ghoubrial, was because you initially made</p> <p>3 a referral for them to go to Town & Country,</p> <p>4 right?</p> <p>5 A To see Dr. Ghoubrial at Town & Country.</p> <p>6 Because, remember what I said, sometimes</p> <p>7 patients said, "No. I don't want chiropractic</p> <p>8 treatment. I don't want to be snap, crackled</p> <p>9 and popped." Some people are really against</p> <p>10 chiropractic treatment.</p> <p>11 So we said, "Well, you don't have to go</p> <p>12 to a chiropractor. You just have to go in and</p> <p>13 see this doctor who practices out of there."</p> <p>14 Q You don't make medical decisions for your</p> <p>15 clients as a lawyer, do you?</p> <p>16 A No, we don't. We do direct them on how to</p> <p>17 bring value to their case. And that was our</p> <p>18 goal, was to get them money.</p> <p>19 Q Okay. So when they get to Town & Country</p> <p>20 Chiropractic, which is where you sent them,</p> <p>21 right? You sent them to Town & Country. Who</p> <p>22 makes the referral to Ghoubrial from there?</p> <p>23 They walk into Town & Country. Who makes the</p> <p>24 decision at Town & Country to send them over to</p> <p>25 see Ghoubrial?</p> | <p style="text-align: right;">Page 24</p> <p>1 Would you agree that what you're doing is</p> <p>2 you're referring them over the to Town &</p> <p>3 Country and leaving it to Town & Country to</p> <p>4 decide whether or not they're going to see</p> <p>5 Dr. Ghoubrial?</p> <p>6 MR. PATTAKOS: Objection.</p> <p>7 A No. I never said leave it to Town & Country to</p> <p>8 make the decision. It was Town & Country</p> <p>9 wanted them in the door. So we would say, "If</p> <p>10 you want to see an M.D., then you've got to go</p> <p>11 to Town & Country. They can get you in the</p> <p>12 quickest."</p> <p>13 So I don't know what conversation</p> <p>14 happened after that. So essentially we would</p> <p>15 send them to Town & Country to see the M.D.</p> <p>16 there.</p> <p>17 Q Okay. And once they got to Town & Country, the</p> <p>18 decision of whether nay actually saw the M.D.</p> <p>19 would have been up to Town & Country, not you,</p> <p>20 correct?</p> <p>21 A I don't know. I don't know. I don't know if</p> <p>22 the patient goes in and says, "I need to see</p> <p>23 the M.D. I don't want to talk to anybody</p> <p>24 else."</p> <p>25 Q Right. Well, you didn't call the chiropractor</p> |

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| <p style="text-align: right;">Page 25</p> <p>1 and tell the chiropractor, "You need to send 2 this client to see Dr. Ghoumbrial", did you? 3 A Sometimes we would. Sometimes we would get on 4 the phone with Ann Marie. She was really 5 directed. So we would say, "Hey, this patient 6 won't treat there, but they want to see an 7 M.D." And then she would say, "Okay. Amanda, 8 we'll take care of it." 9 And somehow -- I don't know. I can't 10 remember specifically if they would close them 11 as a client and keep them as a patient going 12 forward. 13 Q That's a little bit different. You would 14 communicate to Town & Country what your client 15 had communicated to you, that they didn't want 16 -- that they told you, even though you had 17 referred them over to Town & Country, they 18 didn't want to see the chiropractor. They 19 wanted to see a doctor, correct? 20 A Right. 21 MR. PATTAKOS: Objection. 22 A Correct. 23 Q So you're communicating to Town & Country the 24 information your client gave you, correct? 25 A Correct.</p> | <p style="text-align: right;">Page 27</p> <p>1 them from doing that, would you? 2 A No. 3 Q And if the client didn't want to treat at 4 Town & Country or didn't want to treat with 5 Dr. Ghoumbrial, would you make them an 6 alternative recommendation? 7 A Very coyly, yes. Absolutely. In the Columbus 8 office, yes. 9 Q Go ahead. 10 A I encouraged them to try to get into their own 11 PCP, because that would be continuing care. 12 And I noticed with settling cases, it didn't 13 raise quite a concern if the patients, our 14 clients, went back to their own family doctor 15 to get evaluated. However, the direction at 16 the Columbus firm was if our client wanted an 17 M.D., send them to Gubs. Because Gubs charges 18 a lot more for his treatment, which means it 19 increase the value of the case. 20 So -- and that's where I butted heads 21 sometimes with Paul Steele because he said, 22 "We need to get cases into Gubs. It increase 23 the value, period." 24 So I still -- but I was the one settling 25 the cases and dealing with these adjusters who</p> |
| <p style="text-align: right;">Page 26</p> <p>1 Q And then, after that, it's up to Town & Country 2 if they're going to send that person to see 3 Dr. Ghoumbrial? They may decide they're not 4 going to. 5 A Maybe. Right. They could kick them out if 6 they wanted to. 7 Q Can you name me -- sure. They can do whatever 8 they want. That's their decision, correct? 9 A Right. 10 Q Can you name for me any case, the name of any 11 client where you specifically referred them to 12 Dr. Ghoumbrial? 13 A Gosh, no. If you asked me to name two clients 14 that I ever settled a case on or dealt with a 15 case, I couldn't name any off the top of my 16 head right now. 17 Q If your client wanted to see a medical doctor 18 at the emergency room, you wouldn't stop them, 19 would you? 20 A No. 21 Q Or advise them not to? 22 A No. 23 Q Or any other medical doctor -- 24 A Right. 25 Q -- if they wanted to see, you wouldn't stop</p> | <p style="text-align: right;">Page 28</p> <p>1 said, "Well, it's kind of suspicious that 2 Ghoumbrial is coming up on all of these cases 3 when these clients have never treated with him 4 in the past." I never had any pushback when 5 clients would go to their own PCP to follow up 6 after an auto accident. 7 So yeah. I would -- typically my phone 8 calls with clients at certain points would be 9 if your injuries are not getting better with 10 just regular chiro treatment, then go to your 11 family doctor. 12 Now, if they had issues getting into 13 their family doctor, there was a place in 14 Columbus on the east side called Lower Lights 15 Christian Center. It's an office of family 16 physicians, but they take Medicaid, Care Source 17 and they will take -- I mean they will take 18 private pay as well, but they will take -- a 19 lot of our clients had Care Source, so they 20 would not have an issue seeing them. 21 Q Okay. If we wanted to know what happened on 22 any individual case as to how the patient ended 23 up seeing Dr. Ghoumbrial, we would have to pull 24 that file and look at it? 25 A I would say so.</p> |

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| <p style="text-align: right;">Page 29</p> <p>1 Q Or talk to the lawyer who handled the case?</p> <p>2 A Right.</p> <p>3 Q You don't have any personal knowledge as to or</p> <p>4 can you tell us today the different charges</p> <p>5 that doctors may have charged for their</p> <p>6 treatment in Columbus?</p> <p>7 A Yeah. For the same treatment that</p> <p>8 Dr. Ghoubrial would do? Is that what you're</p> <p>9 asking?</p> <p>10 Q Sure. What any doctor -- what the charges for</p> <p>11 any doctor would be, do you have personal</p> <p>12 knowledge of that?</p> <p>13 A Yeah. Because I would see it on medical bills</p> <p>14 when we would settle cases.</p> <p>15 Q So what it is?</p> <p>16 A So it would less than a few hundred bucks,</p> <p>17 whereas, Ghoubrial you couldn't get out of his</p> <p>18 office without 880 to over \$1,000 for a</p> <p>19 ten-minute session.</p> <p>20 Q So what were the names of those other doctors?</p> <p>21 A Oh, gosh. I don't know. Just like I cannot</p> <p>22 name any of the 800 client cases I dealt with.</p> <p>23 Q So you can't tell us the names of the clients</p> <p>24 or the names of the doctors?</p> <p>25 A Right.</p> | <p style="text-align: right;">Page 31</p> <p>1 attorney or, in some cases, the chiropractor to</p> <p>2 refer them to other individuals who will treat</p> <p>3 them, correct?</p> <p>4 A Sometimes. But that wasn't as big of an issue</p> <p>5 in Columbus. I know just during my time</p> <p>6 working for KNR, I learned that it was an issue</p> <p>7 up here in Akron, but in Columbus it wasn't so</p> <p>8 much.</p> <p>9 Getting into an orthopedic doctor for an</p> <p>10 auto accident, we had a hard time with that.</p> <p>11 So that was a big struggle. But I didn't have</p> <p>12 too many issues with clients going to their</p> <p>13 family doctor for injury treatment after an</p> <p>14 auto accident.</p> <p>15 Q All right. Could they -- sometimes people</p> <p>16 can't get in to see their family doctor or an</p> <p>17 orthopedic doctor shortly after the accident,</p> <p>18 correct? They have to make appointments.</p> <p>19 Sometimes it takes a few weeks?</p> <p>20 A That's why I used Lower Lights on the east</p> <p>21 side, Lower Lights Christian Center. I can't</p> <p>22 remember specific name, but if you Google</p> <p>23 Lower Lights, they had I think four or five</p> <p>24 physicians there at the time and they had long</p> <p>25 hours and they would work weekends as well.</p> |
| <p style="text-align: right;">Page 30</p> <p>1 Q All right.</p> <p>2 A When you're churning and bringing the cases</p> <p>3 fast, as a lot of the attorneys do here, it's</p> <p>4 hard to remember those details.</p> <p>5 Q Right. And since you can't tell me an</p> <p>6 individual doctor or an individual client, you</p> <p>7 don't know exactly what treatment those</p> <p>8 individuals may have got either, whether it was</p> <p>9 exactly the same as the treatment that</p> <p>10 Ghoubrial provided?</p> <p>11 A I know, because I had talked to doctors at</p> <p>12 certain points throughout the past few years,</p> <p>13 but also during my time at KNR just because of</p> <p>14 acquaintances, and those trigger point</p> <p>15 injections were never over 200 bucks if you</p> <p>16 went to a regular family physicians office.</p> <p>17 Q Are you aware that there are doctors out there</p> <p>18 that charge more for those injections than</p> <p>19 Dr. Ghoubrial charges?</p> <p>20 A No, I'm not.</p> <p>21 Q Would you agree that not all doctors, personal</p> <p>22 care physicians, are willing to see accident</p> <p>23 victims?</p> <p>24 A Yeah. Absolutely.</p> <p>25 Q Okay. And that oftentimes requires the</p> | <p style="text-align: right;">Page 32</p> <p>1 Q Okay. You used them when you were at KNR?</p> <p>2 A Yeah. And I don't know specifically doctors'</p> <p>3 names. Yeah. I can't name any doctors. I</p> <p>4 would just tell patients or clients to say,</p> <p>5 hey, try calling this place to go to a PCP,</p> <p>6 because some of them were very adamant against</p> <p>7 chiropractic treatment.</p> <p>8 Q Okay. And if your client gave you that</p> <p>9 information, then you would refer them to</p> <p>10 what's the name of this place again?</p> <p>11 A Lower Lights.</p> <p>12 Q You would refer them to Lower Lights on</p> <p>13 occasion?</p> <p>14 A Right.</p> <p>15 Q And not just to Town & Country, correct?</p> <p>16 A Right. But that was without -- that was</p> <p>17 against the direction that the -- that was</p> <p>18 against the plan that the firm set out with.</p> <p>19 They wanted us to get them into Ghoubrial.</p> <p>20 Q So regardless of whether or not that was what</p> <p>21 somebody wanted, you used your own professional</p> <p>22 judgement when you dealt with your clients and</p> <p>23 made recommendations that you thought were in</p> <p>24 your client's best interest, correct?</p> <p>25 A I did, well, whatever would increase the value</p> |

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|---|--|
| <p style="text-align: right;">Page 33</p> <p>1 in their case. Absolutely.</p> <p>2 Q And increasing the value of their case is in</p> <p>3 their best interest, correct?</p> <p>4 A Yep. Yeah.</p> <p>5 Q And making sure that they get proper medical</p> <p>6 care is in their best interest, correct?</p> <p>7 A And making sure that their bills get paid, yes.</p> <p>8 Q Sometimes you had clients that had to work</p> <p>9 under Letters Of Protection?</p> <p>10 A Yes.</p> <p>11 Q Or I'm sorry. Doctors had to work under</p> <p>12 Letters Of Protection?</p> <p>13 A I knew what you meant. Right.</p> <p>14 Q Do you have any criticism of doctors working</p> <p>15 under a Letter Of Protection?</p> <p>16 A No.</p> <p>17 Q It's fair for doctors to hope and expect to be</p> <p>18 paid for their services; you agree?</p> <p>19 A Yeah.</p> <p>20 Q And sometimes when people don't have insurance,</p> <p>21 those are necessary, Letters Of Protection are</p> <p>22 necessary so that they can actually get</p> <p>23 treatment after an accident, correct?</p> <p>24 A Right. And reasonable expenses, I would say.</p> <p>25 Well, reasonable -- you asked if the doctor</p> | <p style="text-align: right;">Page 35</p> <p>1 Town & Country, so a lot of our cases came from</p> <p>2 Town & Country. At the time that I was there,</p> <p>3 we had more coming from Town & Country,</p> <p>4 referred from them, as opposed to us referring</p> <p>5 out. So we had to do whatever we could to keep</p> <p>6 Town & Country happy.</p> <p>7 So if we took a patient from -- let's say</p> <p>8 we got a client from Town & Country. They were</p> <p>9 referred by Town & Country. Town & Country</p> <p>10 marketed them. Town & Country got us on the</p> <p>11 phone, said, "Hey, sign up this client." Then</p> <p>12 it would be bad, really bad if you took that</p> <p>13 client and said, "Hey, client, if you don't</p> <p>14 like the treatment you're getting there, go to</p> <p>15 Lower Lights and go to an M.D. that insurance</p> <p>16 will actually cover."</p> <p>17 Q Who told you it was bad?</p> <p>18 A Paul Steele at the direction of -- he made us</p> <p>19 aware that was it was at the direction of</p> <p>20 Akron.</p> <p>21 Q So you're saying that Paul Steele told you to</p> <p>22 do what?</p> <p>23 A We could not take any cases from Town & Country</p> <p>24 because it would, quote unquote, piss off Naz,</p> <p>25 Dr. Khan.</p> |
| <p style="text-align: right;">Page 34</p> <p>1 should expect to get paid. But yeah, for</p> <p>2 reasonable amounts of their bill.</p> <p>3 Q You referenced that it was the firm's plan and</p> <p>4 that you were going against it by sending</p> <p>5 people to this PCP where they could get in and</p> <p>6 treat. Who gave you that direction?</p> <p>7 A It's what I figured out on my own. No one -- I</p> <p>8 figured out Lower Lights because then I think I</p> <p>9 told Paul Steele about it. Because we ran into</p> <p>10 the issue where I think it was Nationwide who</p> <p>11 first started just not covering bills. They</p> <p>12 were not giving us offers on cases where</p> <p>13 Dr. Ghoubrial was involved or they would say,</p> <p>14 "We'll cover all of the treatment except for</p> <p>15 Dr. Ghoubrial."</p> <p>16 So then that was an issue in the Columbus</p> <p>17 office where we were like well, what do we do.</p> <p>18 And so we found that place. But then I don't</p> <p>19 know how many other lawyers did it in our</p> <p>20 office.</p> <p>21 Q My question was whose directives did you feel</p> <p>22 you were violating by or skating around,</p> <p>23 however you want to phrase it, by sending</p> <p>24 people to Lower Lights?</p> <p>25 A Well, we had such a strong relationship with</p> | <p style="text-align: right;">Page 36</p> <p>1 Q Did not take any cases from them?</p> <p>2 A Right. If they referred a case to us and we --</p> <p>3 if they spent the money on marketing, got the</p> <p>4 case to us, and then we took that case and sent</p> <p>5 them to another medical provider, whether it</p> <p>6 was another chiro, another M.D., took them out</p> <p>7 of that facility, then that was a big no-no.</p> <p>8 Because then we would get a call from</p> <p>9 Dr. Khan. Dr. Khan would call Paul and say,</p> <p>10 "Paul, what the F is going on with this? This</p> <p>11 case we sent to you. Why are they not coming</p> <p>12 back for treatment."</p> <p>13 Q All right. So Paul Steele told you that Naz</p> <p>14 told him that she would be angry if KNR sent</p> <p>15 her patients somewhere else?</p> <p>16 A Correct. And the way she retaliated -- she did</p> <p>17 it for one month. And when she found out --</p> <p>18 and I don't know if it was a case that I had</p> <p>19 taken out of there or if it was a buildup, but</p> <p>20 she found out that we took a case that -- a</p> <p>21 case that she referred to KNR, the Columbus</p> <p>22 office, took that patient and sent them</p> <p>23 somewhere else, she referred zero cases the</p> <p>24 next month. And so Paul said we cannot have</p> <p>25 that happen again.</p> |

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|---|--|
| <p style="text-align: right;">Page 37</p> <p>1 Q All right. But regardless of whether Naz was</p> <p>2 angry or happy, the actions that you took as it</p> <p>3 relates to your clients were in the best</p> <p>4 interest of your clients, correct?</p> <p>5 A I tried to act that way.</p> <p>6 Q What do you mean you tried? Either you did or</p> <p>7 you didn't. You always acted in the best</p> <p>8 interest of your clients, didn't you?</p> <p>9 MR. PATTAKOS: Objection.</p> <p>10 A I don't know that I've stated that. I acted in</p> <p>11 -- I tried to act in the best interest of my</p> <p>12 clients; however, I needed to keep a job too.</p> <p>13 So there were certain rules that we were</p> <p>14 following that I didn't realize until</p> <p>15 afterwards that were maybe not quite so</p> <p>16 ethical.</p> <p>17 But we had a goal to reach each month in</p> <p>18 the Columbus office. If we didn't bring in</p> <p>19 \$100,000 each month in attorneys fees, we were</p> <p>20 on probation and then we would get fired. So I</p> <p>21 don't know if that was the rules up here in the</p> <p>22 Akron office, but all of us were scared</p> <p>23 shitless when we were down there.</p> <p>24 Q My question is very simple. Did you violate</p> <p>25 any of your obligations to your clients while</p> | <p style="text-align: right;">Page 39</p> <p>1 clients or if she had issues with clients, she</p> <p>2 was our go between.</p> <p>3 Q But in the end, if your client -- even after</p> <p>4 you did all of those things, if your client</p> <p>5 said, "I don't want to go there", you would</p> <p>6 send them somewhere else, right?</p> <p>7 A No. No. Not after you get reprimanded for</p> <p>8 sending them -- not after you get reprimanded</p> <p>9 for taking them from Town & Country and sending</p> <p>10 them somewhere else.</p> <p>11 Q All right. So you're saying you had a client</p> <p>12 that wanted to leave Town & Country and you</p> <p>13 disregarded what your client told you?</p> <p>14 A Sometimes. It's different on a case by case.</p> <p>15 Q What was the name of that client?</p> <p>16 A Remember, I told you, of all of the cases I've</p> <p>17 had, I can't pull any name out of thin air</p> <p>18 right now, but it doesn't mean I didn't handle</p> <p>19 the case.</p> <p>20 Q So you can't name any specific clients?</p> <p>21 A Could not. Could not. I don't know if it's</p> <p>22 pressure I feel, but no, I cannot -- I couldn't</p> <p>23 name any single client that I've handled a case</p> <p>24 of while I was at KNR.</p> <p>25 Q But, in the end, you can't make the client do</p> |
| <p style="text-align: right;">Page 38</p> <p>1 you were working at KNR the, cases that you</p> <p>2 handled?</p> <p>3 A I don't know.</p> <p>4 Q Okay.</p> <p>5 A I don't know.</p> <p>6 Q So you're not aware -- let's do it that way</p> <p>7 then. You're not aware that you violated any</p> <p>8 of your obligations to your clients while you</p> <p>9 worked at KNR?</p> <p>10 A Correct.</p> <p>11 Q So regardless of whether Naz was angry or</p> <p>12 happy, if your client told you that they didn't</p> <p>13 want to treat at Town & Country, you would send</p> <p>14 them somewhere else, wouldn't you?</p> <p>15 A We would try to talk them into staying at</p> <p>16 Town & Country. And then we would tell Paul</p> <p>17 and we would get Ann Marie on the phone. Are</p> <p>18 you familiar with Ann Marie? Have you heard</p> <p>19 her name?</p> <p>20 Q No.</p> <p>21 A She's the office manager at Town & Country, so</p> <p>22 she basically ran it. Naz and Rendek, the</p> <p>23 owners of Town & Country, weren't always in</p> <p>24 there, so she was like the -- she just did</p> <p>25 everything. So if we had any issues with</p> | <p style="text-align: right;">Page 40</p> <p>1 anything, can you? The client can do what the</p> <p>2 client wants.</p> <p>3 A No. You're right. Exactly. We're all</p> <p>4 autonomous.</p> <p>5 Q So if the client said they weren't going back</p> <p>6 there, what did you do?</p> <p>7 A Then I would tell Paul, because I had to cover</p> <p>8 my butt so I didn't get a deduction out of my</p> <p>9 paycheck, and say, "Paul, this client -- here</p> <p>10 is my conversations that I've had with this</p> <p>11 client. I've documented my notes. They don't</p> <p>12 like Town & Country. What do I do?"</p> <p>13 Then he would get on the phone with</p> <p>14 Ann Marie. Ann Marie and him would work</p> <p>15 something out. Sometimes they would get the</p> <p>16 client back in. Sometimes the client would end</p> <p>17 up going somewhere else for treatment if</p> <p>18 Ann Marie couldn't get them back into the</p> <p>19 office.</p> <p>20 So at a certain point it was out of my</p> <p>21 hands because I had done everything I could as</p> <p>22 a newer lawyer and then Paul was the one who he</p> <p>23 always had a solution for everything. So he</p> <p>24 was the one who could either sweet talk the</p> <p>25 client or sweet talk Ann Marie to be maybe</p> |

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| <p style="text-align: right;">Page 41</p> <p>1 extra nice to the client to get back in there.</p> <p>2 Q But, in the end, if the client didn't want to</p> <p>3 go there, the client didn't go there?</p> <p>4 A Sometimes.</p> <p>5 Q Well, nobody walked down there and physically</p> <p>6 forced them?</p> <p>7 A The clients wanted to get paid. You're right.</p> <p>8 You're right. They could have easily said,</p> <p>9 "Well, I don't want to get paid" or, "I trust</p> <p>10 my lawyer or whatever."</p> <p>11 Q Clients want to get paid and --</p> <p>12 A Sure.</p> <p>13 Q -- would you agree that insurance companies, in</p> <p>14 your experience, one of the things that they</p> <p>15 may find they may be skeptical about is an</p> <p>16 individual who keeps changing care providers?</p> <p>17 A I can see that. I don't know of any specific</p> <p>18 circumstances. It may have happened. It may</p> <p>19 have not. I just can't speak to it right now.</p> <p>20 I don't know of any specific.</p> <p>21 Q Okay. As a lawyer, the ideal situation on your</p> <p>22 case is to have them stay with the care</p> <p>23 provider they're with, complete treatment until</p> <p>24 they've reached maximum medical improvement</p> <p>25 before you resolve the case, correct?</p> | <p style="text-align: right;">Page 43</p> <p>1 after that, then there were no issues.</p> <p>2 Because there were cases if there was a</p> <p>3 combination of Allstate, Grange or -- okay. So</p> <p>4 if the client treated at Town & Country and</p> <p>5 Allstate or Grange were on the other side,</p> <p>6 that's when we knew at intake that it was going</p> <p>7 to be a rough case. So we would do what we</p> <p>8 could to keep them at Town & Country, but we</p> <p>9 knew that the case was going to get a lowball</p> <p>10 offer because Grange and Allstate always had</p> <p>11 Town & Country and Dr. Ghoubril on the radar</p> <p>12 and then Nationwide came later.</p> <p>13 So it depends. I think you're correct.</p> <p>14 Typically a good PI case would be someone who</p> <p>15 has continuity of treatment and doesn't jump</p> <p>16 around from doctor to doctor. But in this case</p> <p>17 Town & Country was on everybody's radar that if</p> <p>18 a patient treated there in the beginning, but</p> <p>19 then continued a full treatment plan with</p> <p>20 another chiropractor, we didn't have any issues</p> <p>21 with getting a reasonable value on the case</p> <p>22 compared to what we would have gotten if we had</p> <p>23 it with Town & Country.</p> <p>24 Q Are you aware of any case where a jury did not</p> <p>25 award medical bills that were --</p> |
| <p style="text-align: right;">Page 42</p> <p>1 A Well, can you say that one more time?</p> <p>2 Q Sure.</p> <p>3 As a lawyer on the case, the ideal</p> <p>4 situation for you is if the client stays with</p> <p>5 the medical care provider that they started</p> <p>6 going to, that they started with until they</p> <p>7 reach medical -- maximum medical improvement so</p> <p>8 that you can resolve the case?</p> <p>9 A Ideally. However, there were some cases I do</p> <p>10 recall where they would -- Town & Country was</p> <p>11 really good at marketing. I don't know how</p> <p>12 they did it, but they would see a lot of</p> <p>13 patients.</p> <p>14 Some people would go in and not even --</p> <p>15 they would have one day of treatment, not sign</p> <p>16 with a lawyer, and then they end up at another</p> <p>17 chiropractor's office and that chiro would give</p> <p>18 the case to us or the client would get to us</p> <p>19 somehow through KNR's marketing. And we would</p> <p>20 have no problem getting the bills paid if -- so</p> <p>21 long as they didn't continue treatment at one</p> <p>22 and then switch mid stride. So even though</p> <p>23 they might have had one or two treatment</p> <p>24 sessions at Town & Country, they started</p> <p>25 treating with like a less tainted chiropractor</p> | <p style="text-align: right;">Page 44</p> <p>1 A No.</p> <p>2 Q -- incurred by Town & Country?</p> <p>3 A I'm not. I have no -- I have zero litigation</p> <p>4 experience with PI cases as far as getting to a</p> <p>5 jury trial.</p> <p>6 Q Do you have any personal knowledge regarding</p> <p>7 the way other lawyers at KNR handled their</p> <p>8 cases other than you?</p> <p>9 A I mean, yeah. To what extent?</p> <p>10 Q Well, for example, how any directions they may</p> <p>11 have given to their clients about where to</p> <p>12 treat or recommendations that they may have</p> <p>13 given their clients, we would have to talk to</p> <p>14 those lawyers and find out what they said to</p> <p>15 their clients, correct?</p> <p>16 A Yeah. I don't know so much about Akron, but</p> <p>17 Columbus I think I was the longest -- there was</p> <p>18 a lot of turnover when I was there, so Paul and</p> <p>19 I -- I confided in Paul a lot and I felt like</p> <p>20 Paul kind of stressed a lot of the issues that</p> <p>21 he was dealing with from Akron a lot in our</p> <p>22 Columbus office.</p> <p>23 So it was always we would have meetings</p> <p>24 on like if Naz was upset about something, then</p> <p>25 we would have meetings on how we make her happy</p> |

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| <p style="text-align: right;">Page 45</p> <p>1 or how we kiss her butt for a while to make</p> <p>2 sure that referrals kept coming in.</p> <p>3 So the way the Columbus office was was,</p> <p>4 yeah, we had directions on which chiros to</p> <p>5 refer to and, yeah, we had our own system of</p> <p>6 doing it. So other lawyers in the office were</p> <p>7 -- they would just do what Paul told them to,</p> <p>8 I'm assuming from what I know, but not a lot of</p> <p>9 them stayed long enough.</p> <p>10 Q All right. Well, we would have to ask them if</p> <p>11 they followed what Paul told them, right?</p> <p>12 A Yeah. I mean -- I think I need to you be more</p> <p>13 specific.</p> <p>14 Q I guess I'm getting at is this. You're telling</p> <p>15 us -- you've given us information about things</p> <p>16 that Paul said to the attorneys in Columbus as</p> <p>17 a group, correct?</p> <p>18 A Right.</p> <p>19 Q Whether the individual lawyers actually did</p> <p>20 everything that Paul told them to do, we would</p> <p>21 have to ask those individual lawyers like I'm</p> <p>22 asking you now?</p> <p>23 A Yeah. Yeah. True.</p> <p>24 Q Do you have any personal -- like can you name</p> <p>25 any cases that Kelly Phillips worked on where</p> | <p style="text-align: right;">Page 47</p> <p>1 could match her one for one.</p> <p>2 Q What was it? How many?</p> <p>3 A Every three that she sent to our office, we</p> <p>4 matched with one. That was what we had to hit.</p> <p>5 Q Are you saying that's an agreement?</p> <p>6 A In our meetings in the Columbus office that was</p> <p>7 what came up.</p> <p>8 Q Okay. And so let me ask the questions here so</p> <p>9 we're clear.</p> <p>10 Have you seen an agreement that has the</p> <p>11 terms you've just described to us?</p> <p>12 A Like written?</p> <p>13 Q Right. Let's start with written.</p> <p>14 A No.</p> <p>15 Q Were you present when any such agreement was</p> <p>16 made orally?</p> <p>17 A No. Not between Town & Country and Paul was</p> <p>18 the one who relayed it to us. So no, I was not</p> <p>19 present between that agreement being made</p> <p>20 between Paul and Town & Country.</p> <p>21 Q Okay. Did anyone tell you that there was an</p> <p>22 agreement?</p> <p>23 A Yeah.</p> <p>24 Q All right. Who told you?</p> <p>25 A Paul.</p> |
| <p style="text-align: right;">Page 46</p> <p>1 he followed some directive of Paul's? Do you</p> <p>2 have any specific knowledge about things like</p> <p>3 that?</p> <p>4 A You keep asking me specific cases.</p> <p>5 Q Right.</p> <p>6 A And I think my response is always going to be</p> <p>7 I'm not going to be able to pull out specific</p> <p>8 names of clients.</p> <p>9 Q Understood.</p> <p>10 A So do you want to ask that differently?</p> <p>11 Q No. I got my answer, which is you don't know.</p> <p>12 MR. PATTAKOS: Object.</p> <p>13 Q Have you ever had an agreement with a medical</p> <p>14 care provider yourself, a quid pro quo</p> <p>15 relationship that you arranged yourself?</p> <p>16 A No.</p> <p>17 Q What is a quid pro quo relationship? Because</p> <p>18 you used that term in your affidavit.</p> <p>19 A Yeah.</p> <p>20 Q And I want to know what your definition of it</p> <p>21 is when you used it?</p> <p>22 A So with Town & Country the agreement was for</p> <p>23 every three that Khan sends us, we had to send</p> <p>24 at the Columbus office at least one back to</p> <p>25 her. So some months were good months where we</p> | <p style="text-align: right;">Page 48</p> <p>1 Q And what exactly did Paul say?</p> <p>2 A Paul said that if -- he would let us know on</p> <p>3 typically a monthly basis: Hey, our referrals</p> <p>4 to Town & Country are low. We need to make</p> <p>5 sure that for every three they're sending us,</p> <p>6 we need to send them one." But then some</p> <p>7 months were good and he would say, "Well, we've</p> <p>8 sent enough to Town & Country, so it's okay to</p> <p>9 send a case to a different chiropractor</p> <p>10 somewhere else."</p> <p>11 Q All right. So let me ask you this. If I heard</p> <p>12 you correct, you said Paul would come to a</p> <p>13 meeting and say that referrals -- we need to</p> <p>14 have three -- for every three that she sends,</p> <p>15 that Town & Country sends to us, we need to</p> <p>16 send one back to them?</p> <p>17 A Right.</p> <p>18 Q Did Paul tell you where he got that from?</p> <p>19 A I can tell you generally Paul -- so it's kind</p> <p>20 of mixed with Paul. So he always -- he was</p> <p>21 frustrated a lot. He did a lot of work at the</p> <p>22 Columbus office. He busted his butt. He got a</p> <p>23 lot of pushback from Akron. So when he would</p> <p>24 express frustration or he would talk about how</p> <p>25 it's crappy how we have to make clients stay at</p> |

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| <p style="text-align: right;">Page 49</p> <p>1 Town & Country when they don't do much but he</p> <p>2 said it's orders coming down from the</p> <p>3 powerhouse. Powerhouse is Akron.</p> <p>4 Q I want to ask my specific question again.</p> <p>5 Did Paul tell you where this three for</p> <p>6 one came from, the basis of it?</p> <p>7 A No. No.</p> <p>8 Q Were you present during any conversations</p> <p>9 between Mr. Steele and any representative of</p> <p>10 Town & Country where there was some discussion</p> <p>11 regarding trading three referrals for one</p> <p>12 referral?</p> <p>13 A No.</p> <p>14 Q All you know is that Paul told you that he</p> <p>15 wanted to send one back to them for every three</p> <p>16 they sent?</p> <p>17 A Right.</p> <p>18 Q Did Paul specifically tell you that someone</p> <p>19 else had given him that direction?</p> <p>20 A No. Not specifically.</p> <p>21 MR. POPSON: We're at an hour.</p> <p>22 Let's take five, a quick one.</p> <p>23 THE VIDEOGRAPHER: Off the</p> <p>24 record.</p> <p>25 (Recess taken.)</p> | <p style="text-align: right;">Page 51</p> <p>1 A That's correct.</p> <p>2 Q So after you received the subpoena, you gave</p> <p>3 him a call?</p> <p>4 A I did.</p> <p>5 Q All right. And tell me about that</p> <p>6 conversation.</p> <p>7 A He explained -- this was the fall of last year</p> <p>8 roughly.</p> <p>9 Q Fall of 2018?</p> <p>10 A Yes. If I recall correctly. He explained his</p> <p>11 role in the case, what he was doing, who he was</p> <p>12 representing, and said that I would not have to</p> <p>13 appear for a deposition if I would be willing</p> <p>14 to make and sign an affidavit.</p> <p>15 Q Well, that wasn't true, was it?</p> <p>16 A Well, the deposition that he subpoenaed me for.</p> <p>17 Q Okay. Understood.</p> <p>18 So you signed this -- did you sign this</p> <p>19 with the hope that you wouldn't have to</p> <p>20 testify?</p> <p>21 A No. Just I knew that eventually today would</p> <p>22 come. But no. I knew that -- he explained the</p> <p>23 process to me, so I knew it would avoid one</p> <p>24 deposition that he would subpoena me for, but I</p> <p>25 ultimately knew that since the case was open,</p> |
| <p style="text-align: right;">Page 50</p> <p>1 THE VIDEOGRAPHER: Back on the</p> <p>2 record.</p> <p>3 - - - - -</p> <p>4 (Defendant's Exhibits Lantz A & B were marked.)</p> <p>5 - - - - -</p> <p>6 MR. PATTAKOS: That was a long</p> <p>7 five-minute break, Jim.</p> <p>8 MR. POPSON: You were late.</p> <p>9 MR. BARMEN: As usual.</p> <p>10 Q I want to hand you what we've marked as</p> <p>11 Exhibit A. Do you recognize that?</p> <p>12 A I do.</p> <p>13 Q That's an affidavit that you signed as it</p> <p>14 relates to this matter?</p> <p>15 A Correct.</p> <p>16 Q Who wrote that affidavit?</p> <p>17 A Attorney Pattakos drafted it and I signed it.</p> <p>18 Q When did you first communicate with</p> <p>19 Mr. Pattakos regarding this case?</p> <p>20 A He issued a subpoena to me. So whenever that</p> <p>21 subpoena was issued, I contacted him</p> <p>22 afterwards.</p> <p>23 Q So you had no prior conversations with</p> <p>24 Mr. Pattakos prior to receiving the subpoena</p> <p>25 regarding this case, correct?</p> | <p style="text-align: right;">Page 52</p> <p>1 that KNR would want my deposition at some</p> <p>2 point.</p> <p>3 Q How long did you speak with Mr. Pattakos on the</p> <p>4 phone in the initial call?</p> <p>5 A I guess, you know, I don't know about the</p> <p>6 initial call, but I would say maybe</p> <p>7 accumulative of about I would say approximately</p> <p>8 maybe one hour altogether of our phone calls in</p> <p>9 putting together the affidavit.</p> <p>10 Q Were there multiple drafts of this affidavit?</p> <p>11 A I don't -- I'm not for sure. I don't think so.</p> <p>12 Q If there are multiple drafts, would you have</p> <p>13 them in your e-mail?</p> <p>14 A No. Because the only one -- I actually brought</p> <p>15 some documents you had requested in your</p> <p>16 subpoena.</p> <p>17 Q Okay.</p> <p>18 A Everything was through the phone. All the</p> <p>19 correspondence between Peter and I was through</p> <p>20 the phone.</p> <p>21 So he would ask me about certain issues</p> <p>22 that are addressed in the affidavit and I would</p> <p>23 elaborate on them and then he would reduce it</p> <p>24 to writing. So then he would recite it to me</p> <p>25 on the phone and I would say, "Okay. That's</p> |

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| <p style="text-align: right;">Page 53</p> <p>1 accurate or that needs tweaked or whatever." 2 All of our revisions were just through 3 conversation on the phone. 4 So then he brought a document to 5 Clark County where I was -- at one of the 6 courthouses where I was practicing. I reviewed 7 it and signed it, the one that we have right 8 here. And then he followed up with the -- he 9 gave me a copy of what I had signed after he 10 left that day. 11 Q What did you bring with you today? 12 A Here I have the e-mail that Peter sent me 13 afterwards. Can I just give you the whole 14 stack? 15 Q Sure. 16 A It includes text messages between Rob Horton 17 and I as well. And then an e-mail from Peter 18 about the KNR that you issued to me. He got it 19 first, so then he forwarded the e-mail and then 20 that day you guys brought the subpoena to my 21 office. 22 Q Okay. 23 MR. REAGAN: Jim, do you want me 24 to make copies of this? 25 MR. POPSON: Yeah. Let's make</p> | <p style="text-align: right;">Page 55</p> <p>1 him to get there, and then we drove up 2 together. 3 Q Did you talk about this case on the way here? 4 A I mean it's a two-minute drive. So mostly more 5 about the time, like how long it took. He made 6 me aware that other attorneys have been 7 deposed; Kelly Phillips, Rob Horton, and that 8 theirs were one to two days long. 9 And so -- and I did ask, I said, well, 10 specifically what will I be questioned on. And 11 he said pretty much your affidavit. Everything 12 that you addressed in your affidavit, they're 13 going to want to cross-examine you on. 14 Q All right. Let's take a look at your affidavit 15 that's what's marked as Exhibit A. 16 A Okay. 17 Q Let's start with paragraph 3. You state that 18 you maintained -- let's go right to the word -- 19 you have you a word in here. "The firm imposed 20 quotas on its attorneys." Do you see that? 21 A Yes. 22 Q What is a quota when you use that term in this 23 affidavit? 24 A The way I used it here was he had to meet the 25 goal each month of \$100,000, collecting</p> |
| <p style="text-align: right;">Page 54</p> <p>1 copies of this and then we'll come back to it 2 after a break after I've had a chance to read 3 it. 4 Q After those are copied and I've had a chance to 5 review them during a break or something, we'll 6 get back to those, because I want to keep this 7 moving. 8 So after you signed the affidavit, did 9 you have any additional conversations with 10 Mr. Pattakos? 11 A Yes. He forwarded an e-mail to me saying, 12 "FYI", and that was -- it attached the subpoena 13 that you -- your offices must have sent to him, 14 the subpoena for today. 15 Q Okay. 16 A So then I got that that same day personally 17 delivered. So I contacted him within a day or 18 so of receiving that subpoena and the e-mail 19 from him and he indicated that I'm going to be 20 questioned on my affidavit, so just know what I 21 said in my affidavit, just review that for 22 today. And that was the extent of the 23 conversation. 24 Then today I saw him this morning. I 25 went to his office at about 9:40, waited for</p> | <p style="text-align: right;">Page 56</p> <p>1 \$100,000 in attorney fees. 2 Q What do you mean you had to? 3 A Or we would be on probation and then fired. 4 Q Okay. Who told you that? 5 A Brandy. And those goals were set by Nestico. 6 And then obviously Paul was telling us too. 7 Q In your mind is there a difference between a 8 goal and a quota? 9 A I guess there -- yeah. I guess it depends on 10 how it's used. 11 Q Right. A goal is that -- that's what you can 12 attain to to get some type of reward, right? 13 A Okay. I won't disagree with you. 14 Q You won't disagree with that. Okay. 15 And a quota is something that there could 16 be consequences for if you don't obtain, 17 correct? 18 A Yeah. And in this case I think quota is more 19 appropriate, because there were consequences. 20 One of the attorneys at the Columbus 21 office -- and I don't know how the practice is 22 up here in Akron. The way the Columbus office 23 was set up, at the time I was the longest 24 employed attorney down there and they would 25 increase my goals and they were happy with my</p> |

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| <p style="text-align: right;">Page 57</p> <p>1 production. They made it very aware that they</p> <p>2 were happy with the amount of cases I was</p> <p>3 settling and each month I hit the goal that</p> <p>4 they set for me.</p> <p>5 However, there was another attorney that</p> <p>6 was hired at the exact same time I was and he</p> <p>7 was struggling, so they ultimately put him on</p> <p>8 probation. And then when he knew that he was</p> <p>9 at the end of his rope, he left to go back to</p> <p>10 his previous employment.</p> <p>11 Q So it's your testimony here today that you met</p> <p>12 your goal of \$100,000 every month?</p> <p>13 A Well, when I first started, it was they let me</p> <p>14 build up. So I think the first month was</p> <p>15 \$30,000. Maybe the first month was nothing</p> <p>16 because I was shadowing and just seeing how</p> <p>17 things were done. And then my first goal was</p> <p>18 \$30,000, then built up. And then ultimately I</p> <p>19 was at \$100,000.</p> <p>20 Q Okay. So then you didn't have to get to</p> <p>21 100,000 every month, correct?</p> <p>22 A Correct. After the first few months that we</p> <p>23 were there and went through the training</p> <p>24 process, right. We didn't. It was a step up</p> <p>25 plan.</p> | <p style="text-align: right;">Page 59</p> <p>1 fees that were collected on your files.</p> <p>2 Does this look like a document you may</p> <p>3 have seen before, something similar to this?</p> <p>4 A I've not.</p> <p>5 Q Okay. You didn't see anything like this at</p> <p>6 quarterly meetings?</p> <p>7 A No. Not individual.</p> <p>8 Q So you did not make 100,000 in January,</p> <p>9 correct, 2014?</p> <p>10 A No. I was still in that step up.</p> <p>11 Q Okay. What was the step up? Do you remember?</p> <p>12 A I think January, that's when my first goal of</p> <p>13 30,000 was imposed. And then they kept that --</p> <p>14 I think they kept that the same for about</p> <p>15 three months. I don't know what the interim</p> <p>16 goals were, but I know that by July, because I</p> <p>17 do remember very well freaking out that month</p> <p>18 when they said, "Okay. You're going to have to</p> <p>19 hit \$100,000 this month." And so I know that.</p> <p>20 But from April, May, June, I don't know what</p> <p>21 the specific goals were at that time.</p> <p>22 Q Okay. Were you placed on probation -- well,</p> <p>23 you weren't placed on probation in October,</p> <p>24 were you, when you didn't make 100,000?</p> <p>25 A No.</p> |
| <p style="text-align: right;">Page 58</p> <p>1 Q You were never informed you were on probation,</p> <p>2 were you?</p> <p>3 A No. I always hit the goals they set for me.</p> <p>4 Q Okay. Let's take a look at that.</p> <p>5 You're aware that KNR tracked whether or</p> <p>6 not you made your goals, correct?</p> <p>7 A Right.</p> <p>8 Q They did that for every attorney?</p> <p>9 A Yep.</p> <p>10 Q Did they provide you with the information where</p> <p>11 you were at?</p> <p>12 A We were provided that information at quarterly</p> <p>13 meetings and then we could track it each month</p> <p>14 if we kept our own spreadsheet.</p> <p>15 Q I'm going to hand you a copy of Exhibit B.</p> <p>16 Did you keep your own spreadsheet?</p> <p>17 A After a few months -- well, I don't know at</p> <p>18 what point I did, but I know that by July I did</p> <p>19 keep -- that's when my goal was set to be with</p> <p>20 all of the other attorneys, so at that point I</p> <p>21 did to track it.</p> <p>22 Q Do you still have it?</p> <p>23 A No. That was saved on my computer at KNR.</p> <p>24 Q All right. So we're taking a look now -- this</p> <p>25 is a copy of your performance as it relates to</p> | <p style="text-align: right;">Page 60</p> <p>1 Q You weren't placed on probation in November</p> <p>2 when you brought in \$62,298 in fees, were you?</p> <p>3 A No. Do you want me to tell you why?</p> <p>4 Q Did someone tell you why you weren't?</p> <p>5 A Yes. Well, I would have constant communication</p> <p>6 with Brandy because I was so worried. I mean I</p> <p>7 would be to the point of tears some months</p> <p>8 because I was so worried I wasn't going to hit</p> <p>9 the 100 grand goal. And she would say, "No.</p> <p>10 You've settled so many more cases. You're</p> <p>11 fine."</p> <p>12 If you can get -- consistently if you can</p> <p>13 settle, I don't know how many cases it was, but</p> <p>14 we were settling a high volume of cases in</p> <p>15 Columbus because our cases had a generally</p> <p>16 lower value than they did up in the Akron</p> <p>17 office. So Brandy was like we're still trying</p> <p>18 to figure out the Columbus office, just like</p> <p>19 what the dynamics are of it, because it was</p> <p>20 just different than what the established market</p> <p>21 was up in Akron with attorney goals and</p> <p>22 chiropractor and medical network setup. They</p> <p>23 were still -- at the time that I was in</p> <p>24 Columbus, they were still trying to figure out</p> <p>25 like what chiropractic network -- did you want</p> |

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| <p style="text-align: right;">Page 61</p> <p>1 to -- am I getting off track?</p> <p>2 Q I'm letting you finish your answer.</p> <p>3 A So I remember that for -- there were a few</p> <p>4 months -- a lot of the months I freaked out and</p> <p>5 said, "Brandy, I can't do it. I'm so worried.</p> <p>6 I don't know what --" Anyway, so she would</p> <p>7 placate me and say, "Well, Amanda, you've</p> <p>8 already settled 45 cases. You're fine. Just</p> <p>9 get a few more in the bank. You'll be fine if</p> <p>10 you didn't hit the monetary goal because you</p> <p>11 settled so many cases." And she would say,</p> <p>12 "What we're trying to figure out is how to</p> <p>13 increase your guys' case value."</p> <p>14 So that was the whole time that I was</p> <p>15 there, it was still a pretty new firm, Columbus</p> <p>16 was, and we were still trying to build up a</p> <p>17 medical network that was built up like in the</p> <p>18 Akron area.</p> <p>19 Q The bottom line is, it is not true that you</p> <p>20 would automatically be placed on probation if</p> <p>21 you didn't make \$100,000, correct?</p> <p>22 A If -- but I think in my affidavit, you still</p> <p>23 need to settle a high volume of cases. So it's</p> <p>24 not -- you can't just say, oh, I'm not going --</p> <p>25 I'm just not going to hit the hundred grand</p> | <p style="text-align: right;">Page 63</p> <p>1 interests in an effort to meet these goals, did</p> <p>2 you?</p> <p>3 MR. PATTAKOS: Object.</p> <p>4 A I think I answered that before. I said I don't</p> <p>5 know.</p> <p>6 Q You don't know if you compromised your clients'</p> <p>7 interest?</p> <p>8 A Right. I don't.</p> <p>9 Q What does reaching these goals have to do with</p> <p>10 compromising your clients' interest?</p> <p>11 A So if you have to -- so if it came down to the</p> <p>12 issue of a client not wanting to treat at</p> <p>13 Town & Country and I knew that we were going to</p> <p>14 get a crap offer on a case where a client was</p> <p>15 treating at Town & Country because the</p> <p>16 insurance company was Grange, because they</p> <p>17 would offer zero on cases at a certain point if</p> <p>18 there was any Town & Country treatment, they</p> <p>19 would make you take it to litigation.</p> <p>20 So I knew that it was probably not my</p> <p>21 client's best interest to let them keep</p> <p>22 treating at Town & Country, knowing that they</p> <p>23 didn't like the treatment there and knowing</p> <p>24 that Grange wasn't going to give them any money</p> <p>25 on the case, that they would have to take their</p> |
| <p style="text-align: right;">Page 62</p> <p>1 goal. You've got to replace it with something</p> <p>2 else, like a high volume of cases to show that</p> <p>3 you're still busting your butt.</p> <p>4 Q I'm not talking about your affidavit. I'm</p> <p>5 talking about your testimony earlier where you</p> <p>6 said there would consequence and you would be</p> <p>7 placed on probation if you didn't make</p> <p>8 \$100,000. That's not true, is it?</p> <p>9 A Other attorneys were placed on probation.</p> <p>10 Q Who was placed on probation?</p> <p>11 A Greg. I don't remember his last name. He was</p> <p>12 hired the same time as I was.</p> <p>13 Q And do you have personal knowledge as to why</p> <p>14 Greg was on probation?</p> <p>15 A Yeah.</p> <p>16 Q One of the managers came and told you why they</p> <p>17 placed him on probation?</p> <p>18 A Yes.</p> <p>19 Q All right. What did Paul tell you about why</p> <p>20 Greg?</p> <p>21 A Because he wasn't hitting his goals. He was</p> <p>22 struggling every month.</p> <p>23 Q Okay. He was struggling every month?</p> <p>24 A Uh-huh.</p> <p>25 Q By the way, you didn't compromise your clients'</p> | <p style="text-align: right;">Page 64</p> <p>1 case through litigation. When initially I</p> <p>2 probably should have said, "Okay. Well, if you</p> <p>3 want to go to another treatment provider, here</p> <p>4 are some other options or go find another one</p> <p>5 if you want to." So --</p> <p>6 Q You as a lawyer do not direct your clients</p> <p>7 medical care, do you?</p> <p>8 A I don't think you're supposed to.</p> <p>9 Q Right.</p> <p>10 A However, we did. We built up our own referral</p> <p>11 network. We built up an orthopedic network.</p> <p>12 Referrals -- anybody, any medical providers</p> <p>13 that could work on a Letter Of Protection.</p> <p>14 Q Right. So it's your testimony that you as a</p> <p>15 lawyer directed the medical care of your</p> <p>16 clients while you worked at KNR?</p> <p>17 A At certain points, yes.</p> <p>18 Q Okay. Which clients?</p> <p>19 A Remember --</p> <p>20 Q I know. I know what your answer is going to</p> <p>21 be, but I still have to make a record.</p> <p>22 A I cannot name any clients.</p> <p>23 Q Okay. Did you report to anyone at KNR that you</p> <p>24 were compromising your clients' interests?</p> <p>25 A No. Because at the time my goal was to make</p> |

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| <p style="text-align: right;">Page 65</p> <p>1 sure I hit my goals.</p> <p>2 Q Did you report to anyone else outside of KNR</p> <p>3 that you were compromising your clients'</p> <p>4 interests?</p> <p>5 A No. Because I didn't know that I was</p> <p>6 compromising them at the time.</p> <p>7 Q Oh. You know now. You didn't know then?</p> <p>8 A I would never handle a case -- now if I were to</p> <p>9 take on a PI case, I would never handle it the</p> <p>10 way that it was handled here.</p> <p>11 Q I see. What you're telling us is you suddenly</p> <p>12 became aware that you were violating your</p> <p>13 clients' interests after KNR terminated you,</p> <p>14 right?</p> <p>15 MR. PATTAKOS: Objection.</p> <p>16 A No. I don't know for sure, but I can tell you</p> <p>17 that I wouldn't handle the cases the same way.</p> <p>18 I don't know if I'm not acting in their best</p> <p>19 interest. I believe that I don't think that</p> <p>20 that's acting in their best interest. But if I</p> <p>21 were to take on a PI case now, I would say, "Go</p> <p>22 do your treatment. If you need help, I can</p> <p>23 help you Google a treatment provider."</p> <p>24 Q That's exactly my question. You came to this</p> <p>25 realization that you're telling us about after</p> | <p style="text-align: right;">Page 67</p> <p>1 Q On any of your cases did you ever miss a lien?</p> <p>2 A I don't know. I can't speak to that. I'm not</p> <p>3 sure about missing liens. With the volume we</p> <p>4 had, there's no doubt, no doubt that all of us</p> <p>5 missed liens, but.</p> <p>6 Q All right. Well, you were familiar with volume</p> <p>7 because you worked at another firm that had</p> <p>8 basically the same volume that you were</p> <p>9 handling when you came to KNR, correct?</p> <p>10 A Well, remember, my duties were a lot more</p> <p>11 concise. It was for a shorter period of time.</p> <p>12 I wasn't handling them from intake to</p> <p>13 settlement. It was just preparing demand</p> <p>14 packages, settlement packages, essentially.</p> <p>15 Q But lawyers there were handling volume</p> <p>16 business, correct, at Kurgis?</p> <p>17 A I would assume, yeah. The support staff was</p> <p>18 separated from the lawyers, so we didn't</p> <p>19 converse with the lawyers at all.</p> <p>20 Q You never conversed with the lawyers?</p> <p>21 A No. They had -- the way it was set up, it was</p> <p>22 different floors. So Kevin Kurgis owned a</p> <p>23 collection agency. He owned this building that</p> <p>24 had three floors to it. So the lawyers were on</p> <p>25 one floor, the collection agency was on another</p> |
| <p style="text-align: right;">Page 66</p> <p>1 you were terminated by KNR, correct?</p> <p>2 A Yeah. Well, I mean no. I kind of got an idea</p> <p>3 of it the January before I got terminated.</p> <p>4 We all went on a Punta Cana trip and a</p> <p>5 lot of the lawyers kind of divulged just -- I</p> <p>6 mean everybody just complained about issues at</p> <p>7 KNR. So a lot of stuff came out at that point</p> <p>8 and that's when I got -- that's when I started</p> <p>9 job searching, so. Because red flags went up</p> <p>10 and I didn't want to go down with the ship if</p> <p>11 it was going to go down.</p> <p>12 Q Well, red flags came up because you were having</p> <p>13 trouble getting along with people working here,</p> <p>14 weren't you?</p> <p>15 A No. That was not an issue. No.</p> <p>16 Q You don't recall getting in an issue with one</p> <p>17 of the staff here and chanting, "Piggy piggy"</p> <p>18 at her? You don't recall that?</p> <p>19 A I didn't work up here.</p> <p>20 Q Not here in this office. In Columbus --</p> <p>21 A No.</p> <p>22 Q -- at KNR. No, that never happened?</p> <p>23 A The piggy piggy?</p> <p>24 Q Yep.</p> <p>25 A No. Never. Where did that come from?</p> | <p style="text-align: right;">Page 68</p> <p>1 floor and then support staff was on a different</p> <p>2 floor.</p> <p>3 Q Do you recall ever having pay deducted from</p> <p>4 your check --</p> <p>5 A Yes.</p> <p>6 Q -- for any work or any work consequences of --</p> <p>7 strike that. Let me ask it again.</p> <p>8 As a consequence of any work-related</p> <p>9 issue, do you ever recall having pay taken from</p> <p>10 your check?</p> <p>11 A Yes. The last paycheck a lien -- yes, a lien</p> <p>12 with PCF, Preferred Capital Funding, that was</p> <p>13 missed. So yes, I do recall missing that lien.</p> <p>14 Q Well, any other consequences to your paycheck?</p> <p>15 I thought before you were telling us that if</p> <p>16 you didn't do -- follow all of these</p> <p>17 instructions, that your pay would be deducted?</p> <p>18 A Yeah. There was -- oh, gosh. It was a -- it</p> <p>19 was a Somali client who had a broken arm and</p> <p>20 they ended up firing the firm. There was a</p> <p>21 communication -- we had a translator in the</p> <p>22 firm. So they ended up going with a different</p> <p>23 attorney. We couldn't get ahold of them. So I</p> <p>24 do believe I had a deduction from my pay for</p> <p>25 that case.</p> |

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| <p style="text-align: right;">Page 69</p> <p>1 Q Because why?</p> <p>2 A They fired us, KNR.</p> <p>3 Q How much was deducted from your pay?</p> <p>4 A I don't know. I don't even remember what was deducted for the PCF loan.</p> <p>5</p> <p>6 Q Well, that wasn't the only case that you worked on where the client ended up leaving and going somewhere else, was it?</p> <p>7</p> <p>8 A No.</p> <p>9</p> <p>10 Q All right. So there was not -- you didn't have your pay deducted because the client left and went to another firm, correct?</p> <p>11</p> <p>12 A It's if we couldn't prove that we had done everything we could to keep up with the client. So we had this -- one of the rules with KNR was that the attorneys had to make contact with the client every two weeks or at least make an effort to make contact, like leave a voicemail, send a letter saying, "Contact us."</p> <p>13</p> <p>14 So if it showed in our case notes that we hadn't made any effort to contact a client and then we find out that fired us, then we would get a deduction. So it's like for costs.</p> <p>15</p> <p>16 Q Do you agree that -- going back to your chart here, let's pick a month. Let's say April.</p> <p>17</p> | <p style="text-align: right;">Page 71</p> <p>1 get a percentage on all of the attorney fees that we collected.</p> <p>2</p> <p>3 Q Let me see if I have everything that you can remember about this case where you claim that you had a deduction from your check. You said it was a Somali client with a broken arm. Does that help you remember the name of the client?</p> <p>4</p> <p>5 A Nope. Does not.</p> <p>6</p> <p>7 Q Do you remember where the client treated or how the client came to KNR?</p> <p>8</p> <p>9 A No. I think -- yeah. I don't know. Somehow Westgate Chiropractic was involved at some point. I don't know if they referred the case to us or if that's where the client ended up going. I can't recall. But I remember they were involved.</p> <p>10</p> <p>11 Q And you say this happened toward the end of your tenure at KNR?</p> <p>12</p> <p>13 A Yes.</p> <p>14</p> <p>15 Q And somehow Westgate Chiropractic was involved in the matter?</p> <p>16</p> <p>17 A Actually, no. I don't know. I don't know that it was at the end of it. I don't know the timeline of when it -- yeah. Westgate was involved at some point in their treatment, so</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> |
| <p style="text-align: right;">Page 70</p> <p>1 You had collected \$78,517 in attorney fees that month, correct?</p> <p>2</p> <p>3 A Okay. Yes.</p> <p>4</p> <p>5 Q Were you not given a bonus for each dollar you collected?</p> <p>6</p> <p>7 A Yes. Yeah. We were -- yeah. We were -- it was a salary plus 5 percent. I think it changed at some point, but 5 percent of all of the attorney fees that we collected.</p> <p>8</p> <p>9</p> <p>10 Q Okay. And you got that 5 percent bonus on \$48,177 in March of 2014, correct?</p> <p>11</p> <p>12 A It would be for all the months. Maybe I'm not understanding your question correctly.</p> <p>13</p> <p>14 Q Sure. What I'm saying is it didn't matter if you billed \$72,372 or if you billed \$45,274, you got 5 percent regardless, right?</p> <p>15</p> <p>16 A Of all attorneys fees collected, correct.</p> <p>17</p> <p>18 Q Was there an increase in that percentage once you got over 100,000?</p> <p>19</p> <p>20 A No. And, honestly, I don't know if it was 5 percent at the end. It had changed during my course of employment. So maybe it was 3 percent and then -- I don't know. We got a percentage. I don't know if it was 5 percent.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 72</p> <p>1 maybe initially tried to treat them. Yeah. I don't know. Honestly, I don't know the timeline.</p> <p>2</p> <p>3</p> <p>4 Q Well, how many chiropractic clinics referred cases to KNR when you were in the Columbus office?</p> <p>5</p> <p>6 A In the beginning it was Town & Country and some Westgate which changed names. And some plan backed facilities which the only one at the time I was aware of was East Broad Chiropractic, but we didn't get a ton of cases from them.</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13 Over time, over the time that I was there, the volume built up with those chiropractors like Westgate. And then Paul built a relationship with another chiropractor up north at AcuHealth.</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18 Q Okay.</p> <p>19</p> <p>20 A Do you need me to spell that? A C U, health.</p> <p>21</p> <p>22 Q So can you estimate how many different chiropractic clinics you worked with during your time at KNR or your clients were treating at during your time at KNR?</p> <p>23</p> <p>24 A No, I wouldn't. I mean every once in a while we would get someone who had treated at one</p> <p>25</p> |

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| <p style="text-align: right;">Page 73</p> <p>1 that we hadn't heard of, but I couldn't tell</p> <p>2 you. It may be some -- I don't know. I</p> <p>3 couldn't even tell you a number. More than</p> <p>4 five.</p> <p>5 Q Are you claiming that KNR had these ratios with</p> <p>6 any of these other chiropractic clinics?</p> <p>7 A No. Nobody -- at the time that I was there, we</p> <p>8 were really heavily dependent on business from</p> <p>9 Town & Country. But, remember, the firm was</p> <p>10 new, so that's when they were building up. I</p> <p>11 don't know what it is now.</p> <p>12 Q Going back to the exhibit with the --</p> <p>13 Exhibit B, we totaled up the number of cases</p> <p>14 that you --</p> <p>15 A Settled.</p> <p>16 Q -- that you settled while you were here.</p> <p>17 A Okay.</p> <p>18 Q And based on this document, we came to</p> <p>19 826 cases. Okay?</p> <p>20 A Okay.</p> <p>21 Q In your affidavit you gave us a different</p> <p>22 number. How did you come up with that number,</p> <p>23 1,300 cases, paragraph 11?</p> <p>24 A Yeah. I think I estimated. I probably</p> <p>25 estimated. Let me see. I probably estimated</p> | <p style="text-align: right;">Page 75</p> <p>1 Q Do you have any explanation for how when they</p> <p>2 run the search and they get this result, how it</p> <p>3 could have come up inaccurately? Do you know</p> <p>4 how that could have happened?</p> <p>5 A Yeah. If they're not accurately totaling it.</p> <p>6 Q Well, couldn't it be true that you're just</p> <p>7 wrong?</p> <p>8 A Or could it be true that KNR might be wrong?</p> <p>9 Q That's not my question. My question is could</p> <p>10 you be wrong?</p> <p>11 A I think both sides could be wrong.</p> <p>12 Q So the answer to my question is yes?</p> <p>13 A If KNR can be wrong, I can be wrong.</p> <p>14 Q You understood you were making this affidavit</p> <p>15 for a lawsuit, correct?</p> <p>16 A Yes, I did.</p> <p>17 Q Did you intentionally try to exaggerate the</p> <p>18 number of cases you had?</p> <p>19 A I did not. Because I honestly thought it was</p> <p>20 more.</p> <p>21 Q You do understand this is not an employment</p> <p>22 case, correct?</p> <p>23 A Is a what?</p> <p>24 Q It is not an employment case.</p> <p>25 MR. PATTAKOS: Objection.</p> |
| <p style="text-align: right;">Page 74</p> <p>1 an average of 60 to 70 a month and then</p> <p>2 multiplied it over the amount of months that I</p> <p>3 was here.</p> <p>4 Q All right. So the number that you put in your</p> <p>5 affidavit is not accurate, correct?</p> <p>6 A It may or may not be. I don't know that these</p> <p>7 numbers are completely accurate.</p> <p>8 Q So why did you put a number in your affidavit</p> <p>9 under oath if you didn't know if it was</p> <p>10 accurate or not?</p> <p>11 MR. PATTAKOS: Objection.</p> <p>12 A I don't know that it's -- I believe that it's</p> <p>13 accurate. I believe that there's -- I don't</p> <p>14 believe that some of these months are as low as</p> <p>15 what's indicated in the chart.</p> <p>16 Q All right. So now you're saying that the</p> <p>17 Exhibit B is incorrect?</p> <p>18 A It may be. It may be.</p> <p>19 Q What is your basis for saying it's incorrect?</p> <p>20 A I don't ever remember dipping down to 40 cases,</p> <p>21 unless I had a really, really good month and</p> <p>22 felt like -- yeah. November, even though it's</p> <p>23 a short month, no. I don't think -- I don't</p> <p>24 know. I don't believe that I ever dipped that</p> <p>25 low.</p> | <p style="text-align: right;">Page 76</p> <p>1 A Right.</p> <p>2 Q This case is not an employment case, is it?</p> <p>3 A Right.</p> <p>4 Q Does the number of cases you handled at KNR</p> <p>5 have anything to do with the amount of work</p> <p>6 done by an investigator on a file?</p> <p>7 A Is there another way you can phrase that?</p> <p>8 Q Sure.</p> <p>9 The first class that's alleged in this</p> <p>10 case is that investigators didn't do any work</p> <p>11 on these files and that the clients shouldn't</p> <p>12 have had to pay the \$50. You understand that,</p> <p>13 right?</p> <p>14 A Right.</p> <p>15 Q Okay. So what is -- the amount of cases you</p> <p>16 had has nothing to do with what an investigator</p> <p>17 may have done on any individual file, does it?</p> <p>18 A Let me -- you keep pointing at 11, right?</p> <p>19 Q Yes. Paragraph 11.</p> <p>20 A So I'm not understanding.</p> <p>21 Q I'm not trying to trick you. It should be</p> <p>22 fairly obvious. But the amount of cases you</p> <p>23 worked on has nothing to do with the amount of</p> <p>24 work done by an investigator. Agree?</p> <p>25 A Yeah. I don't -- you're asking me to make a</p> |

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| <p style="text-align: right;">Page 77</p> <p>1 correlation between the amount of cases I 2 settle and the investigator fee?</p> <p>3 Q Well, I'm asking you to agree that there's no 4 correlation that can be made, is there?</p> <p>5 A Between --</p> <p>6 MR. PATTAKOS: Objection.</p> <p>7 A Yeah. I'm sorry. I don't know what you're 8 asking me to conclude. It sounds like a vague 9 question. I don't want to be tied into a vague 10 response and then not know exactly what -- make 11 your question more specific and I can give you 12 a more specific answer.</p> <p>13 Q Sure.</p> <p>14 Let's say you only had -- let's say you 15 had only settled 400 cases, all right. Would 16 that mean that an investigator did any more or 17 less work on his file?</p> <p>18 A No.</p> <p>19 Q Okay. That's what I'm getting at. Whether an 20 arrangement exists related to referrals has 21 nothing to do with how many cases you have or 22 don't have, does it?</p> <p>23 A Well, if we don't have as many cases coming in 24 from a strong referral base, then we wouldn't 25 have as many cases to settle.</p> | <p style="text-align: right;">Page 79</p> <p>1 Okay? If you had 1,000 cases instead of 2 1,300 cases, would it make any difference as to 3 whether or not an individual client got an 4 unnecessary trigger point injection?</p> <p>5 A No. I don't think that there's a correlation.</p> <p>6 Q Right. And I think we can just wrap all of 7 this up and I can stop asking questions about 8 it, is that the number of cases that you're 9 working on doesn't have anything to do with the 10 class allegations in this case, does it?</p> <p>11 MR. PATTAKOS: Objection.</p> <p>12 Q To your knowledge?</p> <p>13 A Well, I don't know. I don't handle class 14 actions. I don't know.</p> <p>15 Q Well, who asked you to put this in your 16 affidavit? Mr. Pattakos did, right?</p> <p>17 A He asked questions, drafted the affidavit and I 18 believed the statements to be true.</p> <p>19 Q Okay. But who suggested that you put 20 information in here about what your caseload 21 is?</p> <p>22 MR. PATTAKOS: Objection.</p> <p>23 A Mr. Pattakos.</p> <p>24 Q Okay. Did he tell you why he wanted that 25 information?</p> |
| <p style="text-align: right;">Page 78</p> <p>1 Q But let's say you only had 1,000 cases. Would 2 that make it more likely that there was or 3 wasn't some agreement? It has nothing to do 4 with it, right?</p> <p>5 A I don't know. I don't know.</p> <p>6 Q My point here is that your statement about how 7 many cases you have and your caseload and -- 8 none of this has anything to do with the 9 allegations in this case, does it?</p> <p>10 MR. PATTAKOS: Objection.</p> <p>11 Q You read the complaint, right?</p> <p>12 MR. PATTAKOS: It's a ridiculous 13 question, Jim.</p> <p>14 A No. I did not read the full complaint. It was 15 long.</p> <p>16 Q I thought earlier you told us you did read the 17 complaint?</p> <p>18 A No. You asked me if I had heard of the 19 plaintiffs and I saw it on the complaint. It 20 was too long. I wasn't going to take the time 21 to read the entire complaint.</p> <p>22 Q Well, I'll tell you then. There's an 23 allegation in this case that clients were sent 24 to get trigger point injections apparently that 25 Mr. Pattakos claims that they didn't need.</p> | <p style="text-align: right;">Page 80</p> <p>1 A No.</p> <p>2 Q Did he explain to you how it had anything to do 3 with the allegations in this lawsuit?</p> <p>4 A No. Not really. I didn't inquire too much. 5 Honestly, I never have dealt with class 6 actions. It's kind of --</p> <p>7 Q If these charts and records are accurate, the 8 allegation you made of 1,300 cases isn't even 9 true, right?</p> <p>10 A If these are accurate. But I don't believe 11 that they are. Because this was a safe number 12 for me when I calculated the 1,300.</p> <p>13 Q And you have no information as to how many 14 cases per month or how many cases were being 15 settled each months by the attorneys at 16 Kevin Kurgis' office when you worked there, 17 right?</p> <p>18 A No. Absolutely not. I was low on the totem 19 pole.</p> <p>20 Q How many lawyers worked at Kevin Kurgis?</p> <p>21 A I actually -- I would say maybe five. I don't 22 know for sure. But I do believe there were 23 five offices that were always filled.</p> <p>24 Q Were there any other individuals at Kurgis who 25 had a position similar to yours, any other case</p> |

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| <p style="text-align: right;">Page 81</p> <p>1 managers or case handlers?</p> <p>2 A Yes.</p> <p>3 Q How many?</p> <p>4 A It was divided by the alphabet. So I handled</p> <p>5 A through E. I think there were five of us</p> <p>6 total as well including myself.</p> <p>7 Q And, like you said, 400 a month for you, right?</p> <p>8 400 cases a month you were handling?</p> <p>9 A At Kevin Kurgis?</p> <p>10 Q Yep. 350?</p> <p>11 A Yeah. That would probably be accurate.</p> <p>12 Remember, my duties were less. Request medical</p> <p>13 records and bills, put together the settlement</p> <p>14 package.</p> <p>15 Q And there was basically one case manager for</p> <p>16 every lawyer then? There was five of you and</p> <p>17 five of them?</p> <p>18 A Yeah. Probably. But so the way that -- I</p> <p>19 handled all cases with the last name A through</p> <p>20 E, but the lawyers didn't handle it that way.</p> <p>21 I don't know how they got divvied up. They</p> <p>22 didn't have that same system. I don't know</p> <p>23 what happened after that. After we submitted</p> <p>24 it, adjusters would call to make offers and</p> <p>25 then that -- we didn't deal with any of that.</p> | <p style="text-align: right;">Page 83</p> <p>1 waiting on -- I think we called them dormant</p> <p>2 cases.</p> <p>3 Q Let's go to paragraph 10 of your affidavit.</p> <p>4 I'll give you a minute to review it --</p> <p>5 A Thanks.</p> <p>6 Q -- before I start asking questions.</p> <p>7 MR. PATTAKOS: Which paragraph,</p> <p>8 Jim?</p> <p>9 MR. POPSON: Oh. I'm sorry. 10.</p> <p>10 A Okay. I'm ready.</p> <p>11 Q In paragraph 10 of your affidavit you state</p> <p>12 that, "KNR wanted an investigator to go out and</p> <p>13 meet with a client and obtain the signed</p> <p>14 Fee Agreement within 24 hours."</p> <p>15 Do you see that?</p> <p>16 A Yep.</p> <p>17 Q So let's be clear how this works. A client --</p> <p>18 would this process start with a client calling</p> <p>19 KNR seeking representation?</p> <p>20 A Yeah. Well, yeah. The client or the</p> <p>21 chiropractor.</p> <p>22 Q Well, the client would be at the chiropractor's</p> <p>23 office?</p> <p>24 A Sometimes. Sometimes they would find -- you</p> <p>25 could -- we had like a chat through the</p> |
| <p style="text-align: right;">Page 82</p> <p>1 Q But there was some lawyer that had to handle</p> <p>2 the 400 cases that you sent them every month,</p> <p>3 right?</p> <p>4 A Yep. Oh. Kevin Kurgis also handled the cases,</p> <p>5 so that would be added into the lawyers, so</p> <p>6 six.</p> <p>7 Q All right. So what I'm getting at here, and</p> <p>8 tell me if you would disagree with me, the</p> <p>9 workloads for the lawyers at Kurgis were</p> <p>10 relatively similar to the workloads at the</p> <p>11 lawyers here at KNR, right?</p> <p>12 A Some. I know it was -- it ranged with the</p> <p>13 lawyers here at KNR. Because I know Josh</p> <p>14 Angelotta, he's a really high producing</p> <p>15 attorney here at the Akron office, Paul would</p> <p>16 tell us that he has like 600 to 700 cases in a</p> <p>17 month, but then Greg from the Columbus office</p> <p>18 would only have -- he would have less than</p> <p>19 200 cases. So it ranged. I don't know what</p> <p>20 everybody's individual caseload was.</p> <p>21 And those were differentiated by treating</p> <p>22 cases, cases that had been submitted to the</p> <p>23 insurance company and then cases that were</p> <p>24 being -- that had been settled but were being</p> <p>25 held for like Medicare/Medicaid leans, like</p> | <p style="text-align: right;">Page 84</p> <p>1 website. I don't remember what it was called.</p> <p>2 Q A chat with who?</p> <p>3 A Okay. So if you get into the -- like let's say</p> <p>4 you get into an auto accident and you Google</p> <p>5 PI attorney, personal injury attorneys. KNR</p> <p>6 comes up. You go to their website. Some chat</p> <p>7 box comes up. So then you start chatting, give</p> <p>8 your information, and then it gets transferred</p> <p>9 to lawyers. It will be disbursed among all the</p> <p>10 lawyers as an intake and then you have to</p> <p>11 contact that person right away. It will show</p> <p>12 their conversation.</p> <p>13 Q Let me stop you right there if I can so I</p> <p>14 understand the beginning of the process. What</p> <p>15 I'm trying to get at here, and you tell me if</p> <p>16 I'm accurate or not, the process begins with</p> <p>17 some reach out to the firm from the client,</p> <p>18 whether they're at the chiropractor's office</p> <p>19 when it happens or whether they're at home?</p> <p>20 A Yeah.</p> <p>21 Q So now you have a client reaching out to the</p> <p>22 firm seeking representation. What happens</p> <p>23 next?</p> <p>24 A Then at that point the attorney gets on the</p> <p>25 phone with a client, explains the process, how</p> |

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| <p style="text-align: right;">Page 85</p> <p>1 we can help them. And then we say, "Well, 2 we'll get someone out to sign you up. Where do 3 you live?" Or if they're at the chiropractor 4 office, we'll try to get an investigator out to 5 the chiropractor's office to go sign them right 6 there. 7 We used I think three of them in 8 Columbus. So usually Wes Steele was the 9 quickest. So we would say, "Wes, get out there 10 ASAP." And if he couldn't, then we would call 11 another one. 12 If they weren't at a chiropractor's 13 office, like if they were calling or getting to 14 us from the website, then we would say, "Okay. 15 Well, where do you live? We'll get someone out 16 to your residence, your work, or go to the 17 chiropractor at 4:00 today. We'll have someone 18 meet you at the chiropractor's office." 19 Q All right. So when you as the lawyer, did you 20 pick up some of these calls when you worked at 21 KNR? 22 A Yes. 23 Q You would pick up the phone and a client would 24 be on the phone, correct? 25 A Yes.</p> | <p style="text-align: right;">Page 87</p> <p>1 would be -- typically we could make the 2 decision ourselves, but sometimes it would be 3 well Paul Hillebrand has been busy, so let's 4 throw some to the third investigator. 5 However, sometimes the chiropractor's 6 office would call and they would say, "Hey, 7 I've got Joe Smith here who was just injured in 8 an auto accident. They need an attorney." And 9 they would put Wes on the phone, like Wes would 10 be sitting at the chiropractor's office having 11 already talked to the client and having the 12 signed paperwork or them close to signing it, 13 and then the attorney would just close the 14 deal. 15 Q What case did that happen on? 16 A Oh, I don't know. But it happened a lot. Like 17 -- because I was made aware that Scott or 18 Schiff -- Schiff & Associates, another high 19 volume firm in Columbus, they would do the same 20 thing. They would send an investigator to like 21 Town & Country. 22 Town & Country, from what I'm aware, 23 would call an investigator and say, "Hey, 24 Scott Schiff. I've got a whole slew of new 25 cases coming in. Send your investigator over</p> |
| <p style="text-align: right;">Page 86</p> <p>1 Q Or the chiropractor would be there and hand the 2 phone to the client? 3 A Yeah. Or we would call them based on that web 4 inquiry. 5 Q Okay. So you get the client on the phone and 6 before you send out the investigator, do you 7 have a verbal agreement with the client that 8 they want you to represent them? 9 A Yeah. Well, yes. Yeah. We do. 10 Q Okay. All right. So you have that verbal 11 agreement. So now you just need them to sign 12 the papers, right? 13 A Right. 14 Q So in order to get the papers signed, you -- do 15 you assign the investigator or did someone else 16 do it? How did it worked? 17 A Usually we used Wes because he was so quick to 18 get out there. 19 Q And would you make that decision yourself? You 20 would ask Wes? 21 A Yes. Or like Paul would send out an e-mail 22 saying, "Wes is tied up. Everybody use Paul, 23 Paul Hillebrand." Or he would say, "Hey, throw 24 some cases to another guy that we used." 25 It would disburse. But he would -- it</p> | <p style="text-align: right;">Page 88</p> <p>1 and they can meet with them one by one." And 2 then some days it was Wes who would be there 3 and those cases would obviously go to our 4 office. 5 Q What personal knowledge do you have that 6 somebody called -- from the chiropractor's 7 office called Wes and told him to come over to 8 the -- 9 A Ann Marie would do that. 10 Q How do you know she would do that? What's your 11 basis for saying that? 12 A Well, I showed up to work every day and you 13 just talk to other people in an office and -- 14 or Ann Marie would call and say, "Hey, I need 15 Wes down here fast." Or she would say, "I'm 16 calling Wes. I've got some cases coming in, so 17 make sure your attorneys are ready." 18 Q That's a whole lot of information. I want to 19 break that down. 20 So you're saying you had a phone call 21 with this Ann Marie on the phone and she told 22 you to send Wes down there? 23 A Sometimes. It happened in different ways, but 24 sometimes. 25 Q Let's stick with that one. One at a time.</p> |

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| <p style="text-align: right;">Page 89</p> <p>1 So you're saying you had a conversation</p> <p>2 with Ann Marie where she told you to send Wes</p> <p>3 down here?</p> <p>4 A Right.</p> <p>5 Q Well, what did you say to that?</p> <p>6 A I would say okay.</p> <p>7 Q Didn't you say, "Can I talk to the client?"</p> <p>8 A The client wouldn't be there yet. So she would</p> <p>9 say I've got -- it might be 8:30 in the morning</p> <p>10 and she would say, "I've got a four pack coming</p> <p>11 at 10:00", meaning --</p> <p>12 Q Go ahead.</p> <p>13 A She would say, "I've got a four pack coming in</p> <p>14 at 10", which is like four people are in the</p> <p>15 same auto accident and they're all coming in</p> <p>16 for their initial consultation for chiro</p> <p>17 treatment.</p> <p>18 So then we would say, "Okay. Well, we'll</p> <p>19 get Wes down there." Or sometimes she would</p> <p>20 just call Wes.</p> <p>21 Q But just so we're clear, you always had to talk</p> <p>22 to the client before they were signed up,</p> <p>23 right?</p> <p>24 A No. And that's why we liked using Wes, because</p> <p>25 sometimes he would have the paperwork signed as</p> | <p style="text-align: right;">Page 91</p> <p>1 Q But you did talk to each one of these clients,</p> <p>2 correct?</p> <p>3 A Not always. If it was -- a majority of them,</p> <p>4 yes. I would say over 90 percent. But,</p> <p>5 remember, if it's a four pack and if it's a</p> <p>6 husband and wife or two sisters or something,</p> <p>7 you know, a group of people who were in the</p> <p>8 same accident, one -- one could just go -- one</p> <p>9 would just trust what the other one said. So I</p> <p>10 would talk to one of the adults and then that</p> <p>11 adult would relay it to the other one and say,</p> <p>12 "Well, okay. I signed, so you should sign."</p> <p>13 Q Okay. So other people were present there. You</p> <p>14 just may not have talked to all of them</p> <p>15 individually, they were family members or</p> <p>16 something?</p> <p>17 A Yeah.</p> <p>18 Q This is a unique circumstance we're talking</p> <p>19 about when you didn't talk to them?</p> <p>20 A Gosh. I don't know. I wouldn't say it was</p> <p>21 unique, because we -- I don't know. It</p> <p>22 obviously wasn't more than 50 percent, but it</p> <p>23 wasn't a unique circumstance, because a lot of</p> <p>24 clients knew the process. So they -- yeah.</p> <p>25 They would trust -- I think they hear it</p> |
| <p style="text-align: right;">Page 90</p> <p>1 we were talking to the client or right before</p> <p>2 we got on the phone, because they had been</p> <p>3 through the process before and they just knew.</p> <p>4 Q How do you know when they signed it?</p> <p>5 A Wes would tell us.</p> <p>6 Q Okay. So Wes was telling you that they already</p> <p>7 signed the paper, you just need to talk to</p> <p>8 them?</p> <p>9 A Yep.</p> <p>10 Q How many times did that happen?</p> <p>11 A Oh, gosh. I don't know. But it was nice when</p> <p>12 it happened because it made our job a lot</p> <p>13 easier. We didn't have to go through and</p> <p>14 explain paperwork.</p> <p>15 Q That's not my question. How many times did</p> <p>16 that happen?</p> <p>17 A Significant amount.</p> <p>18 Q What is a significant amount?</p> <p>19 A More than half.</p> <p>20 Q So more than half the time the clients were</p> <p>21 already signed up before you talked to them on</p> <p>22 the phone?</p> <p>23 A If they were at Town & Country.</p> <p>24 Q If they were at Town & Country?</p> <p>25 A Uh-huh.</p> | <p style="text-align: right;">Page 92</p> <p>1 through the grapevine.</p> <p>2 Q How do you know they knew the process?</p> <p>3 A Well, because they would sign or they would</p> <p>4 tell us I've been through this before but I had</p> <p>5 a different attorney or I have been through</p> <p>6 this before and I had another attorney from</p> <p>7 KNR.</p> <p>8 Q They would tell Paul that or they would tell</p> <p>9 you that?</p> <p>10 A Tell me. Maybe they told Paul, but I do know</p> <p>11 that they told me.</p> <p>12 Q And, again, I already know the answer, but you</p> <p>13 can't recall any specific cases --</p> <p>14 A No.</p> <p>15 Q -- where this happened?</p> <p>16 A Cannot.</p> <p>17 Q Or the names of the cases?</p> <p>18 A No.</p> <p>19 Q Did you have some issues with KNR encouraging</p> <p>20 the lawyers to make sure that the clients had</p> <p>21 actually signed the Fee Agreement within</p> <p>22 24 hours? Did you have some criticism of that?</p> <p>23 A I didn't really have a criticism. We just -- I</p> <p>24 know it would happen with all of the lawyers,</p> <p>25 because everybody complained about it.</p> |

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| <p style="text-align: right;">Page 93</p> <p>1 If -- like when you did an intake, you</p> <p>2 would send out -- you know what, this process</p> <p>3 is kind of foggy. But if you didn't get the</p> <p>4 client signed right away, you would get an</p> <p>5 e-mail from Brandy saying, "Hey, what's the</p> <p>6 status on this case? They haven't been</p> <p>7 signed." And I think that was mostly for the</p> <p>8 web inquiries.</p> <p>9 Because Akron office, which is where</p> <p>10 Brandy was, she could track all of that, the</p> <p>11 web inquiries. I don't think that she could</p> <p>12 necessarily track the Town & Country like when</p> <p>13 Ann Marie would call us.</p> <p>14 So, yeah. It was within 24 hours and</p> <p>15 that was policy. That was probably through --</p> <p>16 yeah. That's through e-mail. There has to be</p> <p>17 e-mails going back and forth saying, "Hey, we</p> <p>18 need to get investigators out within 24 hours</p> <p>19 before another attorney snatches up the</p> <p>20 client."</p> <p>21 Q Okay. My question is are you critical of the</p> <p>22 goal of getting the clients signed up within</p> <p>23 24 hours?</p> <p>24 A No. Not necessarily.</p> <p>25 Q Okay. As a lawyer you need to get to work as</p> | <p style="text-align: right;">Page 95</p> <p>1 And, again, is there anything wrong with</p> <p>2 wanting to get them signed up in 24 hours to</p> <p>3 make sure you don't lose the client?</p> <p>4 A No.</p> <p>5 MR. PATTAKOS: The problem is</p> <p>6 with charging the client for it, Jim. That</p> <p>7 shouldn't be unclear.</p> <p>8 MR. POPSON: I didn't ask you a</p> <p>9 question.</p> <p>10 MR. PATTAKOS: It's just</p> <p>11 ridiculous.</p> <p>12 A Yeah. I --</p> <p>13 Q We haven't gotten there yet. There's no</p> <p>14 question before you. You answered my question.</p> <p>15 All right. The fee charged for</p> <p>16 investigators in paragraph 11 of your</p> <p>17 affidavit.</p> <p>18 A Right.</p> <p>19 Q You say the fee ranged between 50 and \$200. Do</p> <p>20 you see that?</p> <p>21 A Yep.</p> <p>22 Q Do you know that we've searched here for the</p> <p>23 investigators and we can't find anybody who was</p> <p>24 getting paid \$200 a case.</p> <p>25 How did you come up with that</p> |
| <p style="text-align: right;">Page 94</p> <p>1 soon as possible on the case, correct?</p> <p>2 A Yeah. Well, the intake does a lot in the</p> <p>3 beginning before the lawyer has to do much.</p> <p>4 Q Okay. But you, as the lawyer, you want to get</p> <p>5 to work on the case as soon as you can and you</p> <p>6 want intake to get the information as soon as</p> <p>7 they can, right?</p> <p>8 A Right.</p> <p>9 Q All right. Sometimes insurance companies try</p> <p>10 to swoop in and settle cases before the clients</p> <p>11 are officially represented?</p> <p>12 A Sometimes, yes.</p> <p>13 Q All right. And you certainly, of course, do</p> <p>14 not want to lose the client to another law</p> <p>15 firm, right?</p> <p>16 A Right.</p> <p>17 Q And there's nothing wrong with that, is there?</p> <p>18 A Right. With getting information to intake,</p> <p>19 that was the attorney's responsibility.</p> <p>20 Q I just wondered why in your affidavit here,</p> <p>21 "Our supervisors made it clear to us that the</p> <p>22 purpose of sending the investigators was to</p> <p>23 avoid losing the potential client to another</p> <p>24 law firm and secure the attorney/client</p> <p>25 relationship."</p> | <p style="text-align: right;">Page 96</p> <p>1 information?</p> <p>2 A Oh, gosh. There was a case Paul Hillebrand was</p> <p>3 on, I know specifically, because I was -- Paul</p> <p>4 said that, "Oh, we'll just have to pay him more</p> <p>5 to go out there." It was south -- somewhere in</p> <p>6 southern Ohio to drive out and sign up the</p> <p>7 client.</p> <p>8 Q Do you know, was that on one of your files?</p> <p>9 A Uh-huh.</p> <p>10 Q Do you know what the client was charged?</p> <p>11 A I know there was an investigative fee of \$200.</p> <p>12 Q Right. There may be an investigative fee of</p> <p>13 \$200 that was paid to Mr. Hillebrand. My</p> <p>14 question is a little different.</p> <p>15 Do you know specifically that when you</p> <p>16 did the Settlement Memorandum, that the amount</p> <p>17 charged to the client was \$200?</p> <p>18 A The amount charged to the client was \$200,</p> <p>19 correct.</p> <p>20 Q What was the name of the case?</p> <p>21 A I don't know. But I don't know that Paul</p> <p>22 Hillebrand was paid \$200. I don't know. I</p> <p>23 don't know what the investigator got paid out</p> <p>24 of the investigator fee.</p> <p>25 Paul Steele had told me that it goes to</p> |

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| <p style="text-align: right;">Page 97</p> <p>1 -- so the conversation about the investigator 2 fee between Paul and I was that even on cases 3 where there's no -- where there's no 4 investigator going to sign up the client, 5 there's still an investigator fee because it 6 helps cover marketing cost, because Paul's mom 7 stuffed envelopes at home from her home. 8 So it was a way for -- Wes Steele was 9 kind of the default investigator. So even if 10 he wasn't there for cases, he would still get 11 -- he would still get the investigator fee. 12 And then Paul said, "Well, it also helps 13 compensate Wes Steele's wife", which is 14 Paul Steele's mom, for stuffing envelopes and 15 marketing materials at home. 16 Q Was anyone else present when Paul told you 17 this? 18 A I don't think so. 19 Q Why was he telling you this? Did he just walk 20 in your office one day and said, "Let me tell 21 you" -- 22 A No. It was in his office. Like I told you, I 23 was -- I think I was the longest employed 24 attorney at the time at that office and him and 25 I confided in each other. It was -- I vented</p> | <p style="text-align: right;">Page 99</p> <p>1 relates to their duties? 2 A Okay. I can tell you what I know that they 3 did. I don't know what they did beyond that or 4 -- they would get them to sign documents and 5 get their initial information like name, 6 address, phone number, stuff like that. 7 Q Do you know if they did anything else? 8 A Sometimes they would take photos. But the 9 cases that they would go out on -- do you know 10 what S cases are? 11 Q What's an S case? 12 A Like serious injury case where there's bigger 13 injuries, broken bones, hospitalizations, more 14 significant than soft tissue injuries. So they 15 would never go out on those cases. Those were 16 the cases where we needed photograph 17 documentation and so that's the cases that 18 attorneys would go out on but in the hour. 19 So investigators, sometimes Wes would 20 take pictures, but I mean it was insignificant. 21 It was mostly just to placate the client 22 because the client was like, "Look at this 23 bruise. It's horrible." And it would be 24 nothing. 25 So yeah that would be -- but they would</p> |
| <p style="text-align: right;">Page 98</p> <p>1 to him about issues with policy. He vented 2 back and said, "You know, we just got to do 3 what we got to do to make Akron happy." 4 So it was -- I mean, yeah. We opened up 5 to each other as far as our frustrations with 6 the way the office was being run. 7 Q So Paul was frustrated because they were paying 8 \$50 was to cover some marketing cost? 9 A He wasn't expressing frustration about that, 10 no, because it was going to his parents. 11 Q So he just walked in and just told you that one 12 day? 13 A It was in some conversation. No. He did not 14 walk in. I walked into his office. 15 Q Okay. And how did it come to either of you 16 discussing what the purpose of the \$50 fee is? 17 How did that happen? 18 A I don't know. This was over five years ago. 19 I have no idea what the context was that led us 20 into that discussion. 21 Q Did you ever go with an investigator when an 22 investigator went to meet with a client? 23 A No, I did not. 24 Q Do you have any personal knowledge of what an 25 investigator did on any specific case as it</p> | <p style="text-align: right;">Page 100</p> <p>1 get basic information. Was was good about -- 2 yeah. They all learned to know what we wanted. 3 So they would get basic information, get the 4 forms signed and then if the client wanted to 5 take pictures, they would take pictures. 6 Q How would we -- earlier you talked about 7 clients that talked with the investigator or 8 signed up the investigator before the lawyer 9 talked to them? 10 A Right. 11 Q Do you remember we were talking about that? 12 A Yeah. 13 Q In order for us to find out which files that 14 happened on, we would have to go back and pull 15 those files? Yes? Talk to the investigator? 16 A Yeah. Yeah. Probably talk to the 17 investigator. 18 Q All right. And so we would -- we don't even 19 know where to start, so we would have to pull 20 every single file out and see when that 21 happened, right? 22 A Probably. 23 - - - - - 24 (Defendant's Exhibit Lantz C was marked.) 25 - - - - -</p> |

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| <p style="text-align: right;">Page 101</p> <p>1 Q I'm handing you a copy of what I've marked as 2 Exhibit C. It's an e-mail, correct? 3 A Right. 4 Q What's the date? 5 A June 10 of 2014. 6 Q All right. That is during the time that you 7 were employed at KNR, correct? 8 A Correct. 9 Q On the cc's it says, "Pre-lit attorney." 10 A Right. 11 Q That would have been you? 12 A I don't know for sure. Because at a certain 13 point pre-lit included all of Akron pre-lit and 14 then they had modified it at some point to do 15 Columbus pre-lit attorney. But I don't 16 recognize this e-mail, but it doesn't mean I 17 didn't get it. So I don't -- I just want to 18 make that clear. 19 Q Okay. This is an e-mail from Holly Tusco, 20 correct? 21 A Yep. 22 Q And it is directed to a number of investigators 23 what were contractors doing work for KNR, 24 correct? 25 A Correct.</p> | <p style="text-align: right;">Page 103</p> <p>1 Q But you do recall seeing photos of vehicles in 2 some of your files? 3 A Yes. However, that was a duty of our paralegal 4 to get that. 5 Q Do you know where the paralegal got it from? 6 A No. But they would -- well, they would call 7 the insurance company or they get it from the 8 client. 9 Q Well, how do you know where they got it from? 10 Do you know where they got it from on each and 11 every case? 12 A No. Not on every case. But it was a constant 13 discussion we would have with our paralegals 14 was, "Okay. Make sure you get PD photos." 15 Q Are you saying you have personal knowledge that 16 the investigators weren't take pictures of the 17 vehicles? 18 A I just don't recall it coming through with 19 information from the investigator. Maybe it 20 happened up here in Akron, but I don't recall 21 it in Columbus. 22 Q You don't know anything that was going on here 23 in Akron, do you? 24 A No. I mean -- okay. When you say, "Anything", 25 that's a very broad term.</p> |
| <p style="text-align: right;">Page 102</p> <p>1 Q And it lists out seven different tasks on there 2 that KNR expects to be completed before these 3 guys get paid, right? 4 A Right. 5 Q Do you see that? 6 A Yep. 7 Q Do you know whether or not the investigators 8 were doing these tasks on any particular case? 9 A You know, I've seen photos of the vehicle, 10 photos of insurance cards. I don't recall any 11 cases where we had that. It might just be 12 missed. 13 Q Where you had what? 14 A Where we would get that much information from 15 the investigator. 16 Q Well, it didn't always exist for every case, 17 right? 18 A Right. 19 Q Every case is different? 20 A It is different. So, yeah. This seems -- from 21 what I recall -- and, remember, it was a long 22 time ago -- but I recall just getting the basic 23 information, you know, name, address, how many 24 people were involved, where to get the police 25 report. Yeah. And then the document signed.</p> | <p style="text-align: right;">Page 104</p> <p>1 Q Yeah. That's true. That's fair. 2 You don't know what the investigators 3 were doing on their files here in Akron, do 4 you? 5 A Right. 6 Q All right. You don't know anything about -- do 7 you know anything about narrative fees that are 8 paid to -- 9 A Chiropractors. 10 Q -- medical care providers here in the Akron 11 area? 12 A I was made aware only -- one specific 13 incidence. But I was made aware in January of 14 2015 on the Punta Cana trip the issue with the 15 narrative fees. We didn't deal with them so 16 much in Columbus. I recall one case where I 17 saw a narrative fee for a few hundred bucks, 18 like 350 to 700. 19 Q On a case that you had in Columbus? 20 A I don't know my involvement on the case. I had 21 the case at some point. I may have settled it. 22 I don't know. But I remember saying what the 23 heck is few hundred dollars for a narrative fee 24 from East Broad Chiropractic, Dr. Right. 25 And I asked Paul and Paul explained,</p> |

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| <p style="text-align: right;">Page 105</p> <p>1 okay. That's what the chiropractors put 2 together, like a summary on the patient came to 3 us in this situation from an auto accident. 4 This was the treatment. This is the prognosis. 5 This is how it effected their daily life. 6 So typically -- that was the only time I 7 ever saw that in the Columbus office, but I 8 knew that was an issue up here in Akron. 9 Q What do you mean it was an issue? 10 A That they would -- whether you requested a 11 narrative or not, some chiropractors would 12 include it no matter what and expect to get 13 paid on it. 14 Q Who told you that? 15 A Gosh. The Punta Cana trip. I learned a lot on 16 that trip. I don't know specifically who said 17 it. It was three days, three or four days of 18 just all of the attorneys. 19 I didn't hang out with the attorneys up 20 here that much except for on that trip, and it 21 became very aware that it was -- the narrative 22 fees were an issue because chiropractors were 23 billing this extra few hundred bucks on a case 24 for something that was included in our cases 25 down in Columbus naturally and it wasn't an</p> | <p style="text-align: right;">Page 107</p> <p>1 Q So which doctors were doing them for free in 2 Columbus? 3 A Oh, my gosh. 4 Q You said they were already in the file when you 5 got them. So who was doing them for free? 6 A Chiropractors that I would -- like if they were 7 individual chiropractors, like they would say, 8 "Hey, will you sign a Letter Of Protection", 9 because they've never worked with our firm 10 before. So I would say, "Yeah. Just send one 11 over. We'll sign it." 12 And then I would tell them, because those 13 narratives helped like when -- like Town & 14 Country records, there was no words in those 15 records. Nothing to say the accident happened 16 this way. This is the type of injury. So it's 17 nice to have like a summary paragraph saying 18 how the accident effected daily life or 19 whatever. 20 So I could easily just tell a 21 chiropractor to put in just a little 22 paragraph -- you keep smirking. You're going 23 to start making me laugh. 24 Q It's because -- I think he's smirking because 25 my question originally -- I don't know where we</p> |
| <p style="text-align: right;">Page 106</p> <p>1 extra fee for. 2 Q So you're saying -- 3 MR. PATTAKOS: Is that funny, 4 David? 5 Q You're saying that in Columbus that the 6 chiropractors wrote narrative reports for free? 7 A The narrative reports that I ever saw were like 8 three paragraphs long. It was never beyond a 9 full page. 10 Q Who wrote those narrative reports, which 11 doctors? 12 A The only one I can recall is Dr. Kight and then 13 I was made aware of them up in Akron; however, 14 I never saw of them up in Akron. 15 Q Dr. Kight wrote those reports for free? 16 A No. Not for free. That's the case that I just 17 told you that I said, "Paul, what is this 18 charge for?" And he said, "Well, that little 19 sheet of paper at the end of the file is what 20 you're paying 400 --" I don't remember. It was 21 a one-time thing I just brushed off because it 22 wasn't recurring. So he said it's -- that 23 sheet of paper that has those few paragraphs is 24 what we have to pay the chiropractor for the 25 few hundred bucks.</p> | <p style="text-align: right;">Page 108</p> <p>1 are now and I'm trying to be polite and let you 2 finish your answers. 3 My question is I want the names of the 4 chiropractors who did these reports for free. 5 A Do you know all off the chiropractors in 6 Columbus? 7 Q Well, you said there was only six or seven of 8 them working for KNR, so I want the names of 9 the ones that were doing it for free. 10 A No. I think I said over five. 11 Q Okay. Over five? 12 A Right. 13 Q You can't remember the five chiropractors? 14 A It could be 50. I said over 5. 15 Q Oh. It could be 50? 16 A It could be 50. 17 Q So KNR could be working with 50 different 18 chiropractors in Columbus? 19 A Could be. Very well could be. I can't give 20 you a number without -- 21 Q And if you can't tell me the names, then you 22 can just tell me, "I don't have any names for 23 you." But my question is -- 24 A And I keep telling you that, but you keep 25 asking the question knowing that I'm going to</p> |

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| <p style="text-align: right;">Page 109</p> <p>1 answer it that way. So I'm going to tell you 2 right now, I don't know any names. 3 Q I understood that you didn't know the names of 4 specific cases where certain things may have 5 happened. This is a different question 6 entirely. 7 I'm asking you, do you know the names of 8 chiropractors in Columbus who provided you with 9 reports upon request for free? 10 A No. I do not know any names for the second 11 time. 12 Q And as it relates to the "issue" you said there 13 was here in Akron, you believe the issue to be 14 that the doctors were providing reports even 15 though nobody asked them to send one? 16 A Correct. That's what I was told. I don't have 17 any personal knowledge besides what I was told 18 in January of 2015. 19 Q Have you ever seen the letters that go out to 20 those chiropractors -- 21 A No. 22 Q -- when they ask for bills, records and 23 reports? 24 A No. 25 Q You wouldn't have a problem if the chiropractor</p> | <p style="text-align: right;">Page 111</p> <p>1 A Right. 2 Q Are you saying there's something wrong with the 3 doctor charging for that? 4 A Well, I know that M.D.'s don't do that. I mean 5 any time we get medical records from the 6 hospital -- 7 Q You've never had a medical doctor who charged 8 to write a report? 9 A Charged for medical bills, but not -- like if 10 you request hospital records, they will do a 11 nice narrative in there. Have you not reviewed 12 medical records? 13 Q Yeah. I have. And I will tell you what. I 14 have never had a doctor write a report for free 15 in any case that I've ever heard of. 16 A I think your thinking of litigation. 17 Q Well, isn't that what you're doing here? 18 A No. No. I've never taken a case to litigation 19 for personal injury while I was here at this 20 office. No. So my whole experience I'm 21 telling you about is pre-litigation. No, you 22 can't. 23 Do you understand how it's split up? 24 Pre-lit lawyers, as soon as a case needs filed 25 on, the pre-lit lawyers are done. They're off</p> |
| <p style="text-align: right;">Page 110</p> <p>1 was asked to provide bills, records and a 2 report, that they actually prepare a report if 3 we asked them to, if KNR asked them to? 4 A Well, in addition to the medical -- because 5 typically we pay a medical record fees, so that 6 varies anywhere from sometimes zero dollars, 7 but usually not zero dollars, up to like 8 200 bucks. Sometimes more. But, on average, 9 it's in that range. 10 So the issue I would have, I would have a 11 hard time explaining to a client, oh, yeah, 12 you're not only paying for medical records fees 13 to put these records together, but you're also 14 paying for a narrative report on top of that 15 that's included in the medical records. 16 Q Well, if the doctor -- what if the report is 17 not in the medical records? Like you said, 18 medical records are medical records. Who knows 19 what may be written in there, right? They 20 document the visit, correct? 21 A Right. 22 Q All right. So now the case is over. The 23 client is done treating. And I, as a lawyer, 24 want the doctor to summarize the treatment in 25 an narrative report.</p> | <p style="text-align: right;">Page 112</p> <p>1 the case. It goes over to litigation lawyers. 2 Do you know the split, pre-lit and litigation? 3 Q Yeah. And I understand that when you as a 4 lawyer have a claim that's coming in, if it 5 doesn't resolve, it's going to have to go to 6 litigation, right? 7 A Correct. 8 Q And you're also going to have to -- even if it 9 doesn't go to litigation, you have to convince 10 the insurance carrier that the care that was 11 done on the case was reasonable and necessary, 12 right? 13 A Right. 14 Q It was related to the accident, correct? 15 A Correct. 16 Q Are you aware that insurance companies send 17 letters to you pre-litigation lawyers saying, 18 "We want the records, bills and medical reports 19 for these cases"? 20 A Correct. 21 Q And there are doctors out there who aren't 22 going to write those reports if for you for 23 free. They charge you to write them, right? 24 A No. For pre-litigation, no. They will charge 25 for medical bills. We can get medical bills.</p> |

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| <p style="text-align: right;">Page 113</p> <p>1 But like expert statements -- I think you're</p> <p>2 thinking of --</p> <p>3 Q Well, it is an expert statement, isn't it?</p> <p>4 A Right. But that's not until litigation. I</p> <p>5 only learned that after I got out of KNR.</p> <p>6 Pre-lit, We never had to pay for that, never.</p> <p>7 Out of the Columbus office, no.</p> <p>8 Q Are you aware that there are law firms all</p> <p>9 across this state who in pre-litigation ask</p> <p>10 doctors to write reports and pay for them?</p> <p>11 A Is it pre-litigation?</p> <p>12 Q Pre-litigation.</p> <p>13 A Anticipating litigation?</p> <p>14 Q Well, aren't they all?</p> <p>15 A No. No. No. Our goal was to settle cases.</p> <p>16 If you couldn't -- no. They wanted -- even</p> <p>17 when the cases got to litigation here, all of</p> <p>18 them settle, regardless if you had to shove the</p> <p>19 settlements down the client's throat, you</p> <p>20 settled that case whether you were a litigation</p> <p>21 lawyer or not. Litigation was just the title</p> <p>22 and you made less money.</p> <p>23 Q So you're saying they don't try any cases here</p> <p>24 at KNR?</p> <p>25 A I think that there's other firms that try a lot</p> | <p style="text-align: right;">Page 115</p> <p>1 injuries. I understand you have to pay for</p> <p>2 that. That's a little bit longer than these</p> <p>3 three paragraphs that these chiropractors are</p> <p>4 putting together.</p> <p>5 So for pre-litigation purposes, no. You</p> <p>6 can ask a chiropractor to put together a quick</p> <p>7 summary of the case in less than a page and not</p> <p>8 have to pay for it. It's included in the</p> <p>9 medical records. Because they want to get paid</p> <p>10 on their bill as well.</p> <p>11 Q Well, what if it's not included in the medical</p> <p>12 records?</p> <p>13 A You call and ask them.</p> <p>14 Q What if they say, "I'll write you a report for</p> <p>15 \$200"?</p> <p>16 A No. I've never had that issue.</p> <p>17 Q Okay. Maybe we can wrap this up this way.</p> <p>18 You've never had the experience of</p> <p>19 doctors requiring that, in your experience,</p> <p>20 that they be compensated for writing a</p> <p>21 narrative report on a pre-litigation case?</p> <p>22 A Correct.</p> <p>23 Q Is that your testimony?</p> <p>24 A That's correct.</p> <p>25 Q Okay. But just because you haven't had that</p> |
| <p style="text-align: right;">Page 114</p> <p>1 more proportionately to the amount of cases,</p> <p>2 volume.</p> <p>3 Q That's not my question. My question is are you</p> <p>4 saying they don't try cases here at KNR?</p> <p>5 A I never said that.</p> <p>6 Q They do try cases here at KNR?</p> <p>7 A Of course they do.</p> <p>8 Q Cases that don't settle, right?</p> <p>9 A Right.</p> <p>10 Q And if a lawyer uses his professional judgement</p> <p>11 or a law firm uses its professional judgement</p> <p>12 and decides that they want reports for cases</p> <p>13 because it helps them settle the cases, you're</p> <p>14 critical of that?</p> <p>15 A Okay. Rephrase that.</p> <p>16 Q Sure.</p> <p>17 A You keep referring to information that wasn't</p> <p>18 relevant to what I was dealing with here. I</p> <p>19 never had to pay for an expert witness to put</p> <p>20 together a narrative. Never.</p> <p>21 I knew about them after I left, that we</p> <p>22 had to pay an orthopedic surgeon for a</p> <p>23 narrative to say that based on these injuries,</p> <p>24 this person is likely going to need surgery</p> <p>25 sometime in the next ten years related to these</p> | <p style="text-align: right;">Page 116</p> <p>1 experience, doesn't mean that that experience</p> <p>2 exists across the State of Ohio, right?</p> <p>3 A Correct.</p> <p>4 Q I mean I just want to make sure you're not</p> <p>5 trying to represent that this issue that you</p> <p>6 heard about at KNR about doctors getting paid</p> <p>7 for writing narrative reports is somehow unique</p> <p>8 to KNR. You're not making that suggestion, are</p> <p>9 you?</p> <p>10 A Yeah. I don't -- I can't even attest to that.</p> <p>11 Q Okay. Do you remember who brought this up at</p> <p>12 Punta Cana?</p> <p>13 A Nope. No. There was a bunch of us and it was</p> <p>14 everybody kind of was chiming in.</p> <p>15 Q All right. I want to go back to this</p> <p>16 three-to-one ratio that you were discussing</p> <p>17 earlier as it relates to Town & Country. So if</p> <p>18 I understand your testimony correctly, you're</p> <p>19 saying that Paul Steele relayed to you that it</p> <p>20 was the expectation that there was a three for</p> <p>21 one ratio on referrals, right, with</p> <p>22 Town & Country?</p> <p>23 A Yes.</p> <p>24 Q Okay. Well, how did you, as the lawyer, know</p> <p>25 when it was three-to-one?</p> |

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|---|--|
| <p style="text-align: right;">Page 117</p> <p>1 A I didn't. So Paul would say, "Well, we're down 2 on referrals. We need to be matching at least 3 one for every three that they send to us. So 4 make sure all of the cases, any intakes we get, 5 push them to Town & Country." 6 Q Well, let's say you got a client on the phone 7 and they said, "I don't want to go to 8 Town & Country. I want to go to such and such 9 chiropractor. I want to go to Dr. Jones." 10 What did you do? 11 A So typically we would still push them to 12 Town & Country. 13 Q "I want to go to Dr. Jones." What do you do? 14 A Now, when you say Dr. Jones, are you meaning an 15 M.D. or a chiropractor, D.C.? 16 Q Okay. I didn't know it made a difference. 17 A It does. 18 Q Let's say it's a chiropractor? 19 A Absolutely. 20 Q Well, why does it make a difference? 21 A Because if they want to go to an M.D., I say, 22 "Yeah. Go to -- if you've got your M.D. picked 23 out, go to your M.D. and we'll get you set up 24 at a chiropractor afterwards." 25 Q Okay. What if it's a chiropractor?</p> | <p style="text-align: right;">Page 119</p> <p>1 medical provider you referred them to. 2 And if they said -- it would be like 3 Brandy or Paul. Typically it would be 4 Brandy -- well, toss up between the two. So 5 Brandy or Paul would say, "Well, why didn't you 6 send them to Town & Country?" And then we 7 would say, "Well, they were adamant on staying 8 here. They had already started treating 9 there." So you have to explain why they're 10 staying at that point. 11 And sometimes I knew that clients could 12 be swayed and we could force them to go to 13 Town & Country. But if they liked their 14 treatment provider, I'm an advocate of them 15 just being happy with where they're at. 16 Q I want to go back to my question again which 17 was nothing to do with any of that, which is, 18 you said that some of them were forced to go. 19 Well, how could it possibly -- the decision is 20 always the client's, right? 21 A Ideally, yes. 22 Q Well, not ideally. It is. 23 A Well, they're trusting -- there's a reason 24 they're hiring an attorney is because they 25 don't know what to do.</p> |
| <p style="text-align: right;">Page 118</p> <p>1 A Then if it's a chiropractor, then if they 2 aren't already treating there, the protocol was 3 that we send them to Town & Country. 4 Q And they say, "I'm not going to Town & Country. 5 I'm going to Chiropractor Smith." 6 A Then we can -- well, I would keep them there, 7 but I would explain in my intake that client 8 came in, already had their own treating 9 facility and that they were adamant on staying 10 there. 11 Q Okay. And then you would contact that doctor, 12 if necessary, send them a Letter Of Protection 13 if you had to? 14 A Yes. Or wait for them to send us one. 15 Q In the end, the decision was the client's? 16 A Yeah. Sometimes. However -- 17 Q Well, when would it ever not be the client's 18 decision? 19 A I'll tell you. 20 So if we sent that intake e-mail over and 21 it said, "Joe Smith. New client, Joe Smith. 22 Date of accident. Referred by website." Then 23 they would say, "Well, why didn't you send them 24 to Town & Country?" Or treating at -- you also 25 had to put who you referred them to, like what</p> | <p style="text-align: right;">Page 120</p> <p>1 Q Okay. But they're human beings who are free to 2 take the advice of their lawyer about where to 3 treat or not, right? 4 A And they're trusting what their lawyer said. 5 Q Well, you don't know if they are or they 6 aren't? We have to ask each client, right? 7 A Well, when they say, "I've never been through 8 this. I don't know what I'm supposed to do." 9 Q And they all say that, exactly the exact same 10 thing? 11 A Probably. And I'm saying that in sarcastic 12 tone. 13 Q This is not the place for sarcasm, because we 14 do have a lawsuit here. 15 A Right. But I do have to request that, David, 16 your smirking stops. And you're going to get a 17 lot further with these questions if you just 18 tone it down a little bit. 19 Q We'll get a lot further if you'll answer my 20 questions instead of questions you wish I 21 asked, I suppose. 22 A You'll direct your question better if you're 23 less angry about it. So can you re-ask your 24 question? 25 Q Yeah. The question is that the client</p> |

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| <p style="text-align: right;">Page 121</p> <p>1 ultimately decides where they're going to</p> <p>2 treat, not the lawyer?</p> <p>3 A Ultimately, yes.</p> <p>4 Q Okay. And I think I followed up with the</p> <p>5 conversations that are had between the lawyer</p> <p>6 and the client are all different, correct?</p> <p>7 A Yes.</p> <p>8 Q You may not use the same words to talk to a</p> <p>9 client about going to Town & Country that</p> <p>10 Paul Steele may use, correct?</p> <p>11 A It's a pretty consistent spiel. But verbatim,</p> <p>12 no. Of course we're all going to use different</p> <p>13 words every single time.</p> <p>14 Q No one gave you a script, did they?</p> <p>15 A We did not -- not a written script, but we're</p> <p>16 taught on how to handle different situations</p> <p>17 with clients who say, "I don't want to go there</p> <p>18 anymore", or whatever the situation might be.</p> <p>19 Q Right. I'm sure there are procedures that are</p> <p>20 discussed. We've already talked about why we</p> <p>21 may not want clients to change care providers.</p> <p>22 We talked about those things. But the point</p> <p>23 is, no one handed you a written script and told</p> <p>24 you exactly how to talk to your clients, did</p> <p>25 they?</p> | <p style="text-align: right;">Page 123</p> <p>1 KNR and Town & Country. Those three together</p> <p>2 were a toxic combination where Allstate --</p> <p>3 that's when it got flipped to the SIU.</p> <p>4 Towards the end after having constant</p> <p>5 communication with SIU adjusters, it was all</p> <p>6 Ghoubrial cases where they were going to SIU.</p> <p>7 Q What is SIU?</p> <p>8 A Special investigative unit.</p> <p>9 Q And what was going to SIU?</p> <p>10 A Any cases with Ghoubrial and Town & Country.</p> <p>11 Q How do you know they were going to SIU?</p> <p>12 A Because I would talk to the adjusters because</p> <p>13 they were asking more -- during recorded</p> <p>14 statements, they were asking more about how the</p> <p>15 client got to these treatment providers as</p> <p>16 opposed to what injuries they had and what type</p> <p>17 of treatment they were -- well, they would go</p> <p>18 into what type of treatment they were</p> <p>19 receiving, but we could usually stop them</p> <p>20 before that. But it seemed like the adjusters</p> <p>21 were more in tune with how did you find</p> <p>22 Dr. Ghoubrial. How did you find Town &</p> <p>23 Country.</p> <p>24 Q Do you have personal knowledge that all of the</p> <p>25 cases involving Town & Country and KNR were</p> |
| <p style="text-align: right;">Page 122</p> <p>1 A Right.</p> <p>2 Q And so if we want to know what any individual</p> <p>3 client was told by their lawyer as it relates</p> <p>4 to Town & Country out of the Columbus office,</p> <p>5 we would have to pull those files, talk to</p> <p>6 those lawyers, talk to those clients and find</p> <p>7 out exactly what the communications were,</p> <p>8 correct?</p> <p>9 A Most likely, yes.</p> <p>10 Q Earlier you talked about lowball offers that</p> <p>11 were coming in on Ghoubrial cases. Do you</p> <p>12 recall that testimony?</p> <p>13 A Yes.</p> <p>14 Q All right. Are you aware that Allstate was</p> <p>15 paying 100 percent of Dr. Ghoubrial's bills on</p> <p>16 other cases at the time that you were working</p> <p>17 there?</p> <p>18 A Yeah. Yep.</p> <p>19 Q So sometimes they would pay 100 percent of his</p> <p>20 bills?</p> <p>21 A Yes. Now -- go ahead.</p> <p>22 Q When you say they were lowball offers --</p> <p>23 A You know what, no. I take that back. So I</p> <p>24 think initially Allstate was. The bad</p> <p>25 combination was Allstate with KNR or Allstate,</p> | <p style="text-align: right;">Page 124</p> <p>1 going to SIU or is that just what you thought</p> <p>2 was happening?</p> <p>3 A No. That's what the SIU adjusters would tell</p> <p>4 me.</p> <p>5 Q Who were the SIU adjusters that you talked to?</p> <p>6 A Oh, gosh. Maybe Diane Danafelt,</p> <p>7 Jennifer Rizzo. There was a guy. Those are</p> <p>8 the two names that pop in my head.</p> <p>9 Q All right. So this is information that was</p> <p>10 told to you by SIU adjusters?</p> <p>11 A Uh-huh.</p> <p>12 Q You mentioned that this happened towards the</p> <p>13 end. I assume you mean towards the end of your</p> <p>14 time at KNR?</p> <p>15 A Yeah. Yeah. Towards the end.</p> <p>16 Q Can you narrow that for us in any form or</p> <p>17 fashion, the months?</p> <p>18 A No. I just know it was on the back half.</p> <p>19 Q Do you know what Safeco was paying on</p> <p>20 Dr. Ghoubrial's bills during that time, during</p> <p>21 that last six months you were there?</p> <p>22 A I don't recall.</p> <p>23 Q Do you know what Safe Auto was paying on</p> <p>24 Dr. Ghoubrial's bills during that time?</p> <p>25 A I don't, because it wasn't a hot issue. They</p> |

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| <p style="text-align: right;">Page 125</p> <p>1 were paying some of it.</p> <p>2 Specifically one insurance company,</p> <p>3 Progressive, wouldn't pay much on the bill, but</p> <p>4 they would offer enough on the other bills and</p> <p>5 in general damages that it would kind of</p> <p>6 compensate it.</p> <p>7 Q So any other insurance carriers that you have</p> <p>8 the ability to reference to when you call these</p> <p>9 lowball offers?</p> <p>10 A Yeah. Grange.</p> <p>11 Q Okay. And I think you said Grange and was it</p> <p>12 Allstate you said?</p> <p>13 A Yeah. And then Nationwide.</p> <p>14 Q But you don't have any comparison of that to</p> <p>15 these other carriers; fair?</p> <p>16 A A comparison of what, of what they would pay?</p> <p>17 Q Of what these other carriers were doing;</p> <p>18 Safeco, Safe Auto, Geico, State Farm, any</p> <p>19 others I could think of.</p> <p>20 A Geico made a change towards the end of my time</p> <p>21 there and they started -- Ghoubrial got on</p> <p>22 their list too where they were skeptical. I</p> <p>23 don't know if they were just not covering his</p> <p>24 bill or just cutting it.</p> <p>25 Q Who told you that?</p> | <p style="text-align: right;">Page 127</p> <p>1 A Yeah. Talking to the adjusters.</p> <p>2 Q All right. So the adjusters told some</p> <p>3 lawyers --</p> <p>4 A Because it got around for a while. I don't</p> <p>5 know. I know insurance companies have had it</p> <p>6 on their radar for a while from -- I learned of</p> <p>7 that when I was at KNR, but then I think --</p> <p>8 yeah. Adjusters have told me recently that</p> <p>9 I've kept in contact with that they're still --</p> <p>10 Ghoubrial is still an issue and Town & Country.</p> <p>11 Q Okay. So now you're saying adjusters have told</p> <p>12 you directly?</p> <p>13 A Yeah. And I think I said that originally too.</p> <p>14 MR. PATTAKOS: Yeah. Objection.</p> <p>15 That's exactly what she said before.</p> <p>16 Q Which adjusters?</p> <p>17 A It would be Jennifer Rizzo.</p> <p>18 Q These are the ones we talked about before?</p> <p>19 A Yep.</p> <p>20 Q All right. So when you said that you were</p> <p>21 talking about these SIU adjusters, Diane</p> <p>22 Danafort or Danafelt?</p> <p>23 A Yeah. I think her last name changed. She got</p> <p>24 married.</p> <p>25 Q And Jennifer Rizzo. The time frame for those</p> |
| <p style="text-align: right;">Page 126</p> <p>1 A The adjusters when I would try to settle cases.</p> <p>2 Q Do you remember which adjuster?</p> <p>3 A No, I don't. They went through a big change</p> <p>4 like companywide and moved offices, so a lot of</p> <p>5 the adjusters I had worked with changed and it</p> <p>6 was new ones.</p> <p>7 Q Do you know what the resolution of that issue</p> <p>8 was?</p> <p>9 A Of what issue in particular?</p> <p>10 Q That you claim there was an issue with SIU and</p> <p>11 Dr. Ghoubrial, Town & Country, KNR. This SIU</p> <p>12 issue you're referring to, do you know how that</p> <p>13 ever resolved, what happened after you left?</p> <p>14 A I know it's still ongoing, at least with</p> <p>15 Allstate and I do believe with Grange.</p> <p>16 Q How do you know that?</p> <p>17 A Just through the grapevine. I followed up. At</p> <p>18 OAJ -- you know what the OAJ convention is?</p> <p>19 Q Yes, I do.</p> <p>20 A Ohio Association for Justice. So there's some</p> <p>21 lawyers that I've just kept -- that I would see</p> <p>22 when I would go back there and I would talk to</p> <p>23 them. But also --</p> <p>24 Q Do you know where these lawyers -- do you know</p> <p>25 where they got their information from?</p> | <p style="text-align: right;">Page 128</p> <p>1 conversations was when?</p> <p>2 A Well, which time are you referring to, when I</p> <p>3 was working there at KNR?</p> <p>4 Q Okay. So you talked to them while you worked</p> <p>5 there?</p> <p>6 A Yep.</p> <p>7 Q When else did you talk to them?</p> <p>8 A Gosh. Jennifer is a good friend, so I see her</p> <p>9 -- or I mean I don't see her. She lives up</p> <p>10 here. I talk to her. Every once in a while</p> <p>11 we'll just catch up and chat, mostly about</p> <p>12 dogs.</p> <p>13 Q And what did Jennifer Rizzo -- when was the</p> <p>14 last time you talked to Jennifer Rizzo?</p> <p>15 A Oh, gosh. She came to Columbus I think it was</p> <p>16 the end of last year.</p> <p>17 Q When you saw her at the end of --</p> <p>18 A No. We just talked on the phone.</p> <p>19 Q Well, when is the last time you had a</p> <p>20 conversation with Jennifer Rizzo that had</p> <p>21 anything to do with SIU and Town & Country and</p> <p>22 KNR?</p> <p>23 A It would have just been then. It was briefly</p> <p>24 discussed that -- because it was after I</p> <p>25 submitted my affidavit and it was -- yeah. It</p> |

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| <p style="text-align: right;">Page 129</p> <p>1 was at the end of last year, because she was</p> <p>2 coming into town at Christmastime and we</p> <p>3 couldn't meet up, so we just caught up on the</p> <p>4 phone.</p> <p>5 And, yeah. I just asked her how work was</p> <p>6 going and she said SIU is still keeping her</p> <p>7 busy. And so then she said that still</p> <p>8 Ghoubrial is an issue, Town & Country is an</p> <p>9 issue.</p> <p>10 Q Did she say KNR is an issue?</p> <p>11 A I don't know explicitly. I think that's just</p> <p>12 -- we just know that because the case is open.</p> <p>13 Q All right. Dr. Ghoubrial does -- treats</p> <p>14 patients who are the clients of numerous law</p> <p>15 firms, correct?</p> <p>16 A I don't -- I could only assume so. I don't</p> <p>17 have personal knowledge of that.</p> <p>18 Q You don't have personal knowledge. Okay.</p> <p>19 Town & Country treats the -- their</p> <p>20 patients are clients of numerous law firms in</p> <p>21 the Columbus area, correct?</p> <p>22 A Yep. They do. When I was there they did.</p> <p>23 Q To your knowledge there's still lots of or</p> <p>24 numerous law firms in Columbus who have clients</p> <p>25 that are treating at Town & Country?</p> | <p style="text-align: right;">Page 131</p> <p>1 Q I'm handing you what we have marked as</p> <p>2 Exhibit D. Can you tell me what that is?</p> <p>3 A This is an e-mail.</p> <p>4 Q Well, let me help you out. Is that a copy of</p> <p>5 the documents that you provided me earlier</p> <p>6 today?</p> <p>7 A It is.</p> <p>8 Q Okay. And that's all I had to ask you about</p> <p>9 that right now.</p> <p>10 During your time as a personal injury</p> <p>11 attorney, did you have any relationships with</p> <p>12 chiropractors where they referred you cases and</p> <p>13 you referred them cases, chiropractors that you</p> <p>14 knew that were your referral source?</p> <p>15 A I was -- I knew the owner of Buckeye -- I don't</p> <p>16 know what the name was. Buckeye Physical</p> <p>17 Medicine and Rehab. That was their name at</p> <p>18 some point. I don't know if it's still the</p> <p>19 same now or not.</p> <p>20 So I knew the owner of that chiropractic</p> <p>21 facility. And they had -- they had</p> <p>22 chiropractors, physical therapy and massage</p> <p>23 therapy all in one facility, so. And they had</p> <p>24 multiple facilities throughout Columbus. I</p> <p>25 think eight at the time.</p> |
| <p style="text-align: right;">Page 130</p> <p>1 A I wouldn't say numerous. I don't know that</p> <p>2 it's numerous or not, but I know it's more than</p> <p>3 just KNR that has clients treating at</p> <p>4 Town & Country.</p> <p>5 MR. PATTAKOS: We've almost been</p> <p>6 going two hours, Jim.</p> <p>7 MR. POPSON: Are you ready? I'm</p> <p>8 to a place I can shift, so we can stop now if</p> <p>9 you want to.</p> <p>10 MR. PATTAKOS: Why don't we take</p> <p>11 a break. Do you want to take a lunch break</p> <p>12 now?</p> <p>13 MR. POPSON: If we do, it can be</p> <p>14 -- well, it's 12:45. We can make it</p> <p>15 45 minutes maybe, because I know she has to</p> <p>16 drive back tonight.</p> <p>17 We can go off the record.</p> <p>18 THE VIDEOGRAPHER: Off the</p> <p>19 record.</p> <p>20 (Recess taken.)</p> <p>21 THE VIDEOGRAPHER: Back on the</p> <p>22 record.</p> <p>23 - - - - -</p> <p>24 (Defendant's Exhibit Lantz D was marked.)</p> <p>25 - - - - -</p> | <p style="text-align: right;">Page 132</p> <p>1 So I had a relationship built with them</p> <p>2 to where -- well, they started sending us</p> <p>3 patients after I made an acquaintance with the</p> <p>4 owner of the company. And so then I would</p> <p>5 refer patients there when Town & Country was</p> <p>6 out of the question.</p> <p>7 - - - - -</p> <p>8 (Defendant's Exhibit Lantz E was marked.)</p> <p>9 - - - - -</p> <p>10 Q All right. Exhibit E. Is the doctor you're</p> <p>11 referring to named Buzz Korth?</p> <p>12 A Yes.</p> <p>13 Q Handing you Exhibit D. Have you seen Exhibit D</p> <p>14 before?</p> <p>15 A Exhibit E?</p> <p>16 Q Or E. I'm sorry.</p> <p>17 A I have not.</p> <p>18 Q Okay. Is the name Dr. Roy Buzz Korth, D.C. at</p> <p>19 the top, do you recognize is that?</p> <p>20 A Yes, I do.</p> <p>21 Q And is this the individual that you were</p> <p>22 referring to a few moments ago in your</p> <p>23 testimony?</p> <p>24 A It is.</p> <p>25 Q And so how did you come to know Dr. Korth?</p> |

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| <p style="text-align: right;">Page 133</p> <p>1 A The gym I used on workout at, his wife worked 2 out there, and I knew her and then she 3 introduced me to her husband. 4 Q And after that introduction? 5 A Sorry. I also sought treatment -- after I met 6 his wife, I sought treatment at his Grove City 7 office. And then the relationship, business 8 relationship started after that. 9 Q Okay. So you had a business relationship with 10 Dr. Korth? 11 A Yes. 12 Q And he started referring cases to you? 13 A Yeah. It was a short period of time. We 14 referred first to him from KNR, because I asked 15 if he would be willing to work on a Letter Of 16 Protection because I liked how his facility was 17 set up. It was clean. It was a really nice 18 facility, nice people. So I asked if his 19 chiropractors will be willing to work under a 20 Letter Of Protection. 21 He said yes. And I said, "Okay. Well, 22 I'm going to send people to you if you don't 23 mind." So I sent him. And then for like 24 two months he sent some to us, but it wasn't 25 consistent.</p> | <p style="text-align: right;">Page 135</p> <p>1 Q Okay. And are these cases -- does this appear 2 to be, anyway, cases where you were getting 3 additional bonuses because the cases came from 4 your contact, Dr. Korth? 5 A Yes. 6 Q And did you have a quid pro quo referral 7 relationship with Dr. Korth? 8 A No. 9 Q But he sent cases to you and you sent cases to 10 him, correct? 11 A Correct. 12 MR. REAGAN: We'll have to redact 13 the client. 14 MR. POPSON: This one has names 15 on it? 16 MR. PATTAKOS: Do you want to 17 redact and remark it so I don't walk out of 18 here with this? 19 MR. POPSON: Yeah. We will. 20 Yep. We will. I'll take it. 21 Q And I think I've already asked this, but I'll 22 ask it again. And you'll agree that there is 23 nothing wrong with the fact that you were 24 referring case to him, he was referring cases 25 to you and you were getting bonuses on them?</p> |
| <p style="text-align: right;">Page 134</p> <p>1 Q But you started sending cases to him, right? 2 A Yep. 3 Q And then he started sending cases back, 4 correct? 5 A Yep. 6 Q Nothing wrong with that, is there? 7 A No. 8 Q In fact, when you were at KNR, you reported 9 this relationship to I guess to Paul Steele? 10 A Yeah. Paul knew. I mean Paul, Brandy and 11 Nestico knew. 12 Q Okay. And the reason they knew was because you 13 were given bonuses for cases that were sent 14 over -- 15 A Correct. 16 Q -- from Dr. Korth, correct? 17 A Yes. 18 - - - - - 19 (Defendant's Exhibit Lantz F was marked.) 20 - - - - - 21 Q Exhibit F. I'll represent to you that this is 22 a report, a KNR report that references some 23 referrals and your name is there on it. Do you 24 see it? 25 A Right. It is.</p> | <p style="text-align: right;">Page 136</p> <p>1 A Right. 2 Q All right. I want to talk to you about 3 distributions. Did you participate in meetings 4 with your clients at disbursements times to 5 disburse funds? 6 A Yes. 7 Q We'll go ahead. The answer was? 8 A Yes. 9 Q And what is your understanding of what your 10 duties and responsibilities were at the time of 11 disbursement? 12 A To explain the settlement breakdown of the 13 settle amount, which was previously discussed 14 on the phone, the breakdown of where the money 15 was going and to have the client sign the 16 check. 17 Q Would you agree it was also part of your 18 responsibilities to explain any of the expenses 19 that were in the disbursement? 20 A Yes. 21 Q And did you do that when you met with your 22 clients? 23 A To the best I could, yes. 24 Q And what do you mean by to the best you could? 25 A I remember when I first started seeing the</p> |

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|---|--|
| <p style="text-align: right;">Page 137</p> <p>1 investigator fees and I didn't know how to 2 explain it on a -- 3 MR. MANNION: Hey, guys. 4 MR. POPSON: We're already at 5 midstream here, Tom. We forgot to dial you in. 6 MR. MANNION: Oh, okay. 7 MR. POPSON: We're talking about 8 disbursements right now. 9 A On a particular case, I don't remember the name 10 of the client, where I saw that there were 11 investigator fees of \$50, \$25, \$25. So 12 typically that would happen when there's like a 13 mom and two kids, so there would be a \$25 fee 14 for each of the kids' signup, even though it 15 was the same investigator signed all three up 16 at the same time. 17 So I remember the client asking, "Well, 18 what are these fees for?" And I would say, 19 "Well, that's from the investigator meeting you 20 at the chiropractor's office." And then she 21 said, "Nobody came to meet me at the 22 chiropractor's office." 23 And so then I said, "Well, that's our 24 investigator fee for getting together 25 documentation." I had to ad lib and just BS</p> | <p style="text-align: right;">Page 139</p> <p>1 Q You don't know if they did or they didn't in 2 that particular case? 3 A Remember, KNR -- or investigators up in Akron 4 are different from the investigators in 5 Columbus. 6 Q Do you know whether or not the investigator had 7 gotten the police report on that particular 8 case? 9 A No, I don't. 10 Q You didn't know one way or the other? 11 A Right. 12 Q But they may have gotten it? 13 A May have. 14 Q Do you know that they're required to review the 15 police report in every single case? 16 A Who's required? 17 Q The investigators. 18 A They are -- are you -- 19 Q Yeah. Did you know that they are? 20 A No. I didn't know that they were required. 21 Q You didn't know that they were, okay. 22 And regardless of what was actually done 23 on those cases, it's your testimony today that 24 you intentionally mislead those clients. Who 25 were those clients?</p> |
| <p style="text-align: right;">Page 138</p> <p>1 and say, "That's how we get your case put 2 together, how we get all of the investigation 3 done, like police reports, all of that." 4 But it's not true. Intake would get the 5 police reports a lot of the time. So I did 6 what I could to essentially BS through the 7 settlement breakdown to get them to sign the 8 check and close out their case. So -- did I 9 answer your question? 10 Q If you're done. 11 A Okay. I don't remember what you even asked me. 12 Sorry. 13 Q Okay. So you're telling us that you 14 intentionally mislead those clients? 15 A Not intentionally, no. 16 Q Well, you just said, "I BS'd." That means you 17 made stuff up. You knew you were making stuff 18 up, right? 19 A Yeah. At the time. You're right. I did. I 20 intentionally mislead them as to what those 21 investigator fees were. 22 Q Well, let's see if you actually did. I mean 23 investigators do take pictures, correct? 24 A Well, we addressed this before. I don't recall 25 pictures on all of my cases.</p> | <p style="text-align: right;">Page 140</p> <p>1 A I don't know the names of any clients. 2 Q Okay. Did the client agree to pay the fee or 3 did you have to take it off? 4 A Ultimately -- there were some that we did have 5 to take it off on, because some clients would 6 throw a fit and then we would agree to modify 7 the settlement breakdown and then they would 8 come back later for another check. 9 Q Okay. So sometimes if a client objected to the 10 fee, you would take the fee off? 11 A Correct. 12 Q But there were circumstances where you didn't, 13 correct? 14 A Right. 15 Q And you knowingly mislead the client? 16 A I did. 17 Q Did you report to anyone that you had mislead 18 the client? 19 A Not during -- it was an issue -- remember, I 20 told you I talked to Paul Steele about the -- 21 Q My question is did you report to anyone that 22 you mislead that client, the one you remember? 23 A There's context to this. Remember, I don't 24 know the exact client, but let me finish so I 25 can give the full answer. There's context to</p> |

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| <p style="text-align: right;">Page 141</p> <p>1 some of your questions that you're not letting 2 me elaborate on.</p> <p>3 Q Okay.</p> <p>4 A I did report to Paul Steele about the 5 investigator fees, like what do these mean, why 6 are they on every single case or a majority of 7 the cases when we didn't have an investigator 8 there. And Paul said -- that's when that 9 conversation came up with my Paul, remember, 10 when I went into his office, not when he came 11 into mine.</p> <p>12 I did make a report after I left. I met 13 with an ethics lawyer right after my time with 14 KNR, within ten days. And that ethics lawyer 15 said you need to make a complaint to the 16 Disciplinary Council, because these seem like 17 issues that probably should not be happening. 18 So I did bring it about because I felt like 19 something was off.</p> <p>20 Q Okay. How long after you left KNR did you do 21 that?</p> <p>22 A Let's see. My next job started within a week 23 or ten days from my time of leaving KNR, so it 24 had to be within that short time period or 25 shortly thereafter.</p> | <p style="text-align: right;">Page 143</p> <p>1 Disciplinary Council. Anyone else that you --</p> <p>2 A No.</p> <p>3 Q -- spoke to?</p> <p>4 Did you fill out a written report?</p> <p>5 A Yes.</p> <p>6 Q Do you know what the results of that report 7 were?</p> <p>8 A I don't.</p> <p>9 Q Do you know if the claim was investigated and 10 found to be invalid?</p> <p>11 A I don't.</p> <p>12 Q Did you follow up to find out the results of 13 your --</p> <p>14 A I didn't. For about a period of probably about 15 three months, maybe a little bit longer, they 16 continued to call me, the female from -- the 17 female attorney from Disciplinary Council 18 followed up to ask questions and I would 19 comply, give her the information she needed. 20 But, yeah. Aside from that type of follow up, 21 there was -- I didn't follow up to see the 22 progress of it.</p> <p>23 Q Well, if KNR or no lawyers at KNR were ever 24 disciplined for the results of your report, 25 would you agree that it was determined your</p> |
| <p style="text-align: right;">Page 142</p> <p>1 Q So within a week of leaving KNR, you made a 2 report to the Disciplinary Council regarding 3 investigator fee?</p> <p>4 A Among others, yes.</p> <p>5 Q Who else did you report it to?</p> <p>6 A The lawyer that I met -- I don't remember the 7 name of the ethics lawyer I met with in 8 downtown Columbus.</p> <p>9 Q You met with your own counsel to get a 10 recommendation?</p> <p>11 A Yes.</p> <p>12 Q Okay. I'm not going to ask you about that. 13 Who else other than that?</p> <p>14 A That was it. Well, I met with Scott Drexel.</p> <p>15 Q Who is Scott Drexel?</p> <p>16 A He's at the Disciplinary Council. I think the 17 entity he's with, he's like head of it, but he 18 called and said he wanted to me with me in 19 person. And then another woman, who's an 20 attorney there at the Disciplinary Council, she 21 called me multiple times to follow up and ask 22 questions on the different issues that were 23 addressed.</p> <p>24 Q Okay. So we have a private lawyer that you 25 consulted with. Then we have two members of</p> | <p style="text-align: right;">Page 144</p> <p>1 report was unfounded?</p> <p>2 A No.</p> <p>3 MR. PATTAKOS: Object.</p> <p>4 Q Okay. Why not?</p> <p>5 A Because I know that sometimes it takes longer 6 than a few years for that to come to light.</p> <p>7 Q What do you mean by that?</p> <p>8 A With one of the attorneys I talked to at this 9 Disciplinary Council, they said that this may 10 not be something that's addressed immediately. 11 It may happen way further down the road. And 12 they said it could take anywhere from a few 13 weeks to a few years.</p> <p>14 Q So if while you were a lawyer and you knew it 15 was wrong, or you believed it was wrong anyway 16 apparently, why did you wait until the week 17 after you were fired to go report this to 18 Disciplinary Council?</p> <p>19 A I feel like that was very soon to report it. 20 Because, remember, I think they fired me in 21 March. So January, the end of January was the 22 Punta Cana trip when it all started to come to 23 light. February is when I just kind of 24 solidified these issues. And then March -- and 25 then I started interviewing for jobs. And then</p> |

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| <p style="text-align: right;">Page 145</p> <p>1 March is when we parted ways.</p> <p>2 And at that point I think it was -- it</p> <p>3 was within a few days that -- because I had</p> <p>4 already found out different ethics lawyers to</p> <p>5 contact before I had left at KNR.</p> <p>6 Q Why didn't you make a report when the incidents</p> <p>7 happened?</p> <p>8 A What incidents?</p> <p>9 Q Well, you told me that you knew you mislead a</p> <p>10 client about the investigator fee. Why didn't</p> <p>11 you report it then?</p> <p>12 A Well, I don't know that at that time that I</p> <p>13 knew that I was completely in the wrong. It</p> <p>14 just happened over time when -- because</p> <p>15 throughout -- remember, I was a brand-new</p> <p>16 lawyer throughout all of this and I was</p> <p>17 trusting my supervisors.</p> <p>18 And all of these other lawyers too were</p> <p>19 doing it -- from what I understood, were doing</p> <p>20 the same things. So I thought, oh, it's fine.</p> <p>21 We're all hitting our quotas and we're all</p> <p>22 meeting the requirements that we're supposed to</p> <p>23 doing these same practices, so you just kind of</p> <p>24 brush it under the rug.</p> <p>25 But it wasn't until I got more experience</p> | <p style="text-align: right;">Page 147</p> <p>1 the questions.</p> <p>2 All right. So this is your opinion? I</p> <p>3 take it you're giving me -- well, actually, if</p> <p>4 I say it more accurately, you're giving your</p> <p>5 reports of the opinions you've heard from other</p> <p>6 unnamed individuals that KNR's practices are</p> <p>7 as, what did you say, slimy?</p> <p>8 MR. PATTAKOS: Objection.</p> <p>9 A Well, okay. Sorry. I got distracted.</p> <p>10 Rephrase that.</p> <p>11 Q Sure. I'm looking for foundation here. You're</p> <p>12 a lawyer. I think you know exactly what I'm</p> <p>13 doing.</p> <p>14 A I do.</p> <p>15 Q What's the basis of your statements that -- and</p> <p>16 who told you that? Who are the people that</p> <p>17 said KNR's practices are slimy? Who said that?</p> <p>18 MR. PATTAKOS: Objection.</p> <p>19 A Oh. OAJ conferences. People would say all the</p> <p>20 time --</p> <p>21 Q I want names.</p> <p>22 A I do too. I've got pregnancy brain, buddy.</p> <p>23 Work with me. I can't remember the names of my</p> <p>24 clients. I can't remember the name of all of</p> <p>25 these chiros. You've got to give me some</p> |
| <p style="text-align: right;">Page 146</p> <p>1 and started talking to lawyers and seeing how</p> <p>2 firms ran their offices outside of KNR that</p> <p>3 people hated KNR because they were dirty, not</p> <p>4 because they were at the top of their tier.</p> <p>5 And when I was at KNR, that's what you</p> <p>6 were conditioned to think by your superiors is</p> <p>7 people just hate KNR because we make so -- the</p> <p>8 firm makes so much money or the firm has so</p> <p>9 many clients coming in or because we're</p> <p>10 aggressive with marketing practices. That's</p> <p>11 not at all it. It's because in the outside</p> <p>12 world, in all of PI, their practices were</p> <p>13 slimy.</p> <p>14 And so when I left in -- well, when I was</p> <p>15 planning my departure, I had gotten names of</p> <p>16 two ethics lawyers. So the ethics lawyer</p> <p>17 verified for me that some of these concerns are</p> <p>18 definitely big concerns to be worried about.</p> <p>19 So I hope that answers your question. I know I</p> <p>20 go off the beat and path.</p> <p>21 Q No. That actually was just a story. Well, I</p> <p>22 won't say that. That's not fair.</p> <p>23 A Most of them are. It's not trial. It's</p> <p>24 deposition.</p> <p>25 Q You just continue talking beyond the answer to</p> | <p style="text-align: right;">Page 148</p> <p>1 leeway. This is stuff that I put behind me</p> <p>2 thinking I wouldn't have to bring up again.</p> <p>3 So all of these lawyers that you're</p> <p>4 wanting me to reference, go to OAJ conferences</p> <p>5 and look at all the lawyers there. I'm a</p> <p>6 social butterfly. I talk to a lot of people.</p> <p>7 But I can't keep straight what each one -- let</p> <p>8 alone, their name individually, but what they</p> <p>9 say on what date over five years ago.</p> <p>10 Q Are you aware of a social butterfly exception</p> <p>11 to the hearsay rule?</p> <p>12 A There's not a pregnancy brain exception either.</p> <p>13 Q I know there's not. And that's why -- I mean</p> <p>14 it's a sarcastic comment in a way, but I'm</p> <p>15 trying to get you to understand what I'm doing</p> <p>16 here is I need to know for purposes of</p> <p>17 defending this case what the foundation is.</p> <p>18 And if you just don't remember or can't recall,</p> <p>19 you're free to tell me that.</p> <p>20 A I know. And then expect to answer it ten more</p> <p>21 times the same way.</p> <p>22 Q I know. Because I have to make a record.</p> <p>23 Because it can't come back later that, well, I</p> <p>24 knew that it was Joe Smith down at the</p> <p>25 conference that told me this. I have to ask in</p> |

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| <p style="text-align: right;">Page 149</p> <p>1 case you remember it was Joe Smith at the 2 conference. 3 A I can't tell you specific names. But I can 4 tell you that I remember adjustors saying, 5 "You're too nice of a person to be working at a 6 law firm like that." And then at the OAJ 7 conference they would say, "Why don't you come 8 and practice law like a real lawyer." Or, "Why 9 don't you leave that sleezy, slimy firm." 10 Because at the time there was a big issue 11 with marketing with texting. So for a while 12 when I was employed at KNR, KNR would somehow 13 send out texts to clients after -- this was 14 either at the end of my time or shortly after I 15 left. But KNR would text, send out texts 16 soliciting clients and other attorneys were 17 having a big issue with that because they were 18 swooping in and taking clients. 19 Q Okay. What is the basis of your testimony that 20 KNR was sending text messages to solicit 21 individuals who were not yet clients? Is that 22 what you're saying? 23 A Not yet clients of KNR -- 24 Q Correct. 25 A -- or clients at some other firm?</p> | <p style="text-align: right;">Page 151</p> <p>1 A Other lawyers. I don't know names. 2 Q And the same would be true with regard to 3 lawyers who said that KNR's practices -- 4 generally gave their opinions that KNR's 5 practices were sleezy. You don't remember 6 their names either, correct? 7 A Correct. Well, I do remember one. Richard 8 Schulte, my employer from Wright & Schulte. 9 But there were others and I can't recall. 10 Q All right. I think where we got off on the 11 tangent here is we were talking about your 12 duties at the time of disbursement. Regardless 13 of the fact of whether or not you had 14 supervisors or didn't have supervisors, you had 15 individual obligations to your client as a 16 lawyer, correct? 17 A Correct. 18 Q And it was your obligation, not your 19 supervisor's obligation, it was your 20 obligation, regardless of whether it was his, 21 to be honest with the client, correct? 22 A Correct. 23 Q And to not make any misrepresentations to the 24 client, correct? 25 A Correct.</p> |
| <p style="text-align: right;">Page 150</p> <p>1 Q All that matters is -- I guess the best way to 2 phrase it, Is it your testimony that KNR was 3 sending text messages to individuals they did 4 not represent in order to solicit their 5 business? 6 A KNR -- from my knowledge from what other 7 attorneys were saying, KNR was sending text 8 messages to individuals that were not 9 represented by KNR. 10 Q Okay. All right. So we know what the 11 allegation is now. 12 Who told you that KNR was doing that? 13 A Oh, it was a hot topic. You could walk by 14 groups at OAJ. 15 Q Hot topic is not the name of an individual. Do 16 we know the names any of individuals? 17 A I'm going to reiterate my response before. 18 No, I don't. 19 Q And that's fine. 20 Do you have any evidence yourself or any 21 personal knowledge that KNR was sending text 22 messages to solicit clients? 23 A No. I never saw the text messages. 24 Q Do you know anyone who's actually seen one of 25 those text messages?</p> | <p style="text-align: right;">Page 152</p> <p>1 Q And if one of your supervisors had told you to 2 be dishonest or to mislead or lie to a client, 3 it was your obligation as a lawyer to refuse to 4 do it, correct? 5 A If I knew -- yeah. If I knew that I was being 6 dishonest or misleading. 7 Q And you just only figured it out right when you 8 left KNR, right? 9 MR. PATTAKOS: Objection. 10 A No. No. My testimony prior to this was, no. 11 January is when it started to come to light and 12 that was prior to my time leaving KNR. 13 Q January of -- 14 A 2015. 15 Q -- 2015? 16 A On the Punta Cana trip. 17 Q All right. So when you -- was it in January of 18 2015 when you were BS'ing the client at the 19 disbursement you were telling us about? 20 A No. Gosh, I don't know when that was. 21 Q Long before January of 2015, right? 22 A I can't even say long before. It was during my 23 employment at KNR. But, yeah. All I can say 24 is I don't know. I don't know when that time 25 frame was.</p> |

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| <p style="text-align: right;">Page 153</p> <p>1 Q Can you estimate for us how many disbursements</p> <p>2 you did with the knowledge that --</p> <p>3 A I couldn't even try. With the knowledge of</p> <p>4 that investigator that I had to BS through?</p> <p>5 Q Yeah.</p> <p>6 A I couldn't even give you an estimate. Because</p> <p>7 I know there were some prior to me bringing it</p> <p>8 to light that clients didn't bring up. Because</p> <p>9 I didn't know. Looking at a disbursement, I</p> <p>10 didn't always know if the investigator actually</p> <p>11 went out or if I was the one who went and</p> <p>12 signed them up.</p> <p>13 It's not something -- on the volume that</p> <p>14 we were dealing with, you can't differentiate</p> <p>15 between cases. You don't see your clients half</p> <p>16 the time.</p> <p>17 Q If the investigator did not go out, as you</p> <p>18 said, to sign the client up, you don't know</p> <p>19 what the investigator did on the file, if</p> <p>20 anything?</p> <p>21 A Right.</p> <p>22 Q Right? You have no way of knowing that?</p> <p>23 A Right.</p> <p>24 Q In order for us to find that out, we would have</p> <p>25 to go through the needles and see if we could</p> | <p style="text-align: right;">Page 155</p> <p>1 insurance adjusters, right?</p> <p>2 A Correct.</p> <p>3 Q When you did that, did you believe your clients</p> <p>4 were entitled to be reimbursed for the medical</p> <p>5 bills?</p> <p>6 A Yes.</p> <p>7 Q Regardless of whether it was Town & Country or</p> <p>8 Dr. Ghoubril or anybody else, right?</p> <p>9 A Yeah. If the client got treatment and the</p> <p>10 bills were reasonable. I mean that's all the</p> <p>11 insurance company has to pay for is reasonable</p> <p>12 and necessary expenses.</p> <p>13 Q Did you ever tell an insurance carrier that any</p> <p>14 bill that your client presented was</p> <p>15 unreasonable or wasn't necessary?</p> <p>16 A No. I advocate as hard as I could for the</p> <p>17 client.</p> <p>18 Q You had very many cases where an insurance</p> <p>19 adjuster agrees that every charge you submitted</p> <p>20 should be fully reimbursed?</p> <p>21 A Sometimes, yeah.</p> <p>22 Q Sometimes, but not very often, right?</p> <p>23 A Not with the types of cases we were dealing</p> <p>24 with.</p> <p>25 Q What do you mean, not with the types of cases</p> |
| <p style="text-align: right;">Page 154</p> <p>1 piece together what was done, correct?</p> <p>2 A Or ask the client too.</p> <p>3 Q Or ask the client, right?</p> <p>4 At any time you worked at KNR did you</p> <p>5 recommend that your clients receive unnecessary</p> <p>6 medical care? Did you tell your clients, "I</p> <p>7 know you're not hurt, but go ahead and see if</p> <p>8 can you get some care." Did you ever do that?</p> <p>9 A In some words or less. We had a spiel that I</p> <p>10 stuck to. And it was never -- I never</p> <p>11 discerned that they were uninjured and then</p> <p>12 said, "Oh. Well, go get treatment anyway."</p> <p>13 Q That's my question. You didn't do that?</p> <p>14 A No. Never did that.</p> <p>15 Q If they were injured, you wanted them to get</p> <p>16 treatment?</p> <p>17 A Correct.</p> <p>18 Q I mean if they weren't injured, you weren't</p> <p>19 going to have a very good case and probably</p> <p>20 weren't going to have a very good settlement?</p> <p>21 A Right. And that's exactly what I would explain</p> <p>22 to them. If there's no injuries, there's no</p> <p>23 settlement.</p> <p>24 Q When you presented -- part of your job was to</p> <p>25 negotiate and present a settlement package with</p> | <p style="text-align: right;">Page 156</p> <p>1 we were dealing with?</p> <p>2 A Okay. So do you -- I don't know if it was like</p> <p>3 this with Akron. I would assume so, because</p> <p>4 they had high volume up here, but -- okay. We</p> <p>5 dealt with clients that were of very low</p> <p>6 socioeconomic status. Is that clear to you</p> <p>7 that that's the types of -- that's generally</p> <p>8 the types of clients we have?</p> <p>9 Q You can generalize the clients of the firm in</p> <p>10 that manner?</p> <p>11 A Yeah. Yep.</p> <p>12 Q Are you saying that -- doesn't KNR have clients</p> <p>13 who have a college education?</p> <p>14 A Some. But as a majority. I didn't say all or</p> <p>15 none.</p> <p>16 MR. PATTAKOS: It's exactly what</p> <p>17 Rob Nestico said, Jim.</p> <p>18 A Is it really? Cool.</p> <p>19 MR. POPSON: I'm just asking for</p> <p>20 her testimony, not yours or Rob's.</p> <p>21 MR. PATTAKOS: You shouldn't</p> <p>22 mislead the witness is all I'm saying, Jim,</p> <p>23 saying something that contradicts Rob Nestico's</p> <p>24 testimony.</p> <p>25 MR. POPSON: I'm not misleading</p> |

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| <p style="text-align: right;">Page 157</p> <p>1 anything. I'm asking her questions.</p> <p>2 MR. BARMEN: I have the pot.</p> <p>3 This is kettle. You're black.</p> <p>4 A You guys, this is not how my depositions go</p> <p>5 when we do divorce cases.</p> <p>6 Anyway, so back on track. Most of our</p> <p>7 cases are low property damage, soft tissue</p> <p>8 injuries, if any injuries, low socioeconomic</p> <p>9 status with our clients. So it's hard to get</p> <p>10 offers on any of the cases.</p> <p>11 Q So I think we're on the same page then. It</p> <p>12 would be a rare situation where the adjuster</p> <p>13 would say, "Sure. All of this is fair and</p> <p>14 reasonable on these low impact cases." Right?</p> <p>15 A I knew that if -- like if clients went to this</p> <p>16 chiropractor's office at the time that I was</p> <p>17 working at KNR, Buckeye Physical Medicine and</p> <p>18 Rehab was more highly regarded by insurance</p> <p>19 companies than just these other chiro clinics</p> <p>20 like the Town & Country mill.</p> <p>21 Q That's your opinion, correct?</p> <p>22 A I mean --</p> <p>23 Q Well, can you prove that that's a fact?</p> <p>24 A Based on the cases I settled -- and you could</p> <p>25 go through the cases. I don't know any</p> | <p style="text-align: right;">Page 159</p> <p>1 where we started, not where we're back. I'm</p> <p>2 trying to get us back there. Is that in low</p> <p>3 impact or soft tissue, low damage cases, that</p> <p>4 it is often that the adjusters will not agree</p> <p>5 to reimburse every medical bill submitted,</p> <p>6 correct?</p> <p>7 A Like I said, it depends. Despite the types of</p> <p>8 cases, it wasn't always an issue getting the</p> <p>9 bills covered if it was I'm going to use the</p> <p>10 word legitimate chiropractor. It's just we</p> <p>11 wouldn't get a bunch of pain and suffering</p> <p>12 damages on top of that.</p> <p>13 Now, Town & Country, those types, and</p> <p>14 Dr. Ghoubrial, you could almost always</p> <p>15 guarantee that they're going to be cut. Now,</p> <p>16 if you had a rare insurance company like</p> <p>17 Chubb Insurance or Fireman's Fund, they would</p> <p>18 pay -- they wouldn't have any issues paying the</p> <p>19 bills. They wouldn't even question it. But</p> <p>20 it's because that was few and far between.</p> <p>21 Q All right. So you're telling me that if I go</p> <p>22 pull all of the Korth cases, for example,</p> <p>23 Dr. Korth cases, it will reflect in those files</p> <p>24 that the insurance carrier was willing to</p> <p>25 reimburse his bills 100 percent every time?</p> |
| <p style="text-align: right;">Page 158</p> <p>1 specific client names. But yeah. I would get</p> <p>2 full bills paid. Dr. Buzz, his chiropractors,</p> <p>3 we never had issues. I hardly ever had to get</p> <p>4 a reduction because his bills weren't paid.</p> <p>5 Q But if we want to know who's highly regarded</p> <p>6 and not highly regarded, the source of that --</p> <p>7 by insurance adjusters, the first source of</p> <p>8 that is the insurance adjusters themselves,</p> <p>9 correct?</p> <p>10 A Yeah. You could ask them.</p> <p>11 Q Right. Because what you're telling me is what</p> <p>12 they told you, right?</p> <p>13 A What who told me?</p> <p>14 Q What you're telling me is what either the</p> <p>15 insurance adjusters told you or your</p> <p>16 impressions of what they told you?</p> <p>17 A No. They don't tell me anything. I just see</p> <p>18 it. With the volume of cases you see patterns</p> <p>19 between different adjusters, different</p> <p>20 insurance companies and different chiropractors</p> <p>21 and types of bills that are covered.</p> <p>22 Q Do you have any evidence in your possession to</p> <p>23 back up your finding of these patterns?</p> <p>24 A I don't.</p> <p>25 Q All right. I think where we're back at is --</p> | <p style="text-align: right;">Page 160</p> <p>1 A You might be able to see that if it's in the</p> <p>2 notes of what they covered.</p> <p>3 Q And the only way we would know that is to pull</p> <p>4 all the files and look, right?</p> <p>5 A Yeah. Well, you have the list. It doesn't</p> <p>6 seem like it's that many.</p> <p>7 Q Okay. So that would be one chiropractor?</p> <p>8 A Right.</p> <p>9 Q And what did you say, there could be up to 50?</p> <p>10 A Could be. It's Columbus. It's not a small</p> <p>11 town.</p> <p>12 Q And to find out what the pattern was for each</p> <p>13 one of these chiropractors, we would have to</p> <p>14 pull all of those files and look for the</p> <p>15 patterns that you're talking about, right?</p> <p>16 A Yeah. Or -- yeah.</p> <p>17 MR. PATTAKOS: The key word there</p> <p>18 is patterns, Jim.</p> <p>19 MR. POPSON: Move to strike.</p> <p>20 Q All right. Before we get too far from this</p> <p>21 discussion, let's go back to your -- the issues</p> <p>22 you claim you reported to Disciplinary Council.</p> <p>23 Anything other than the investigator fee?</p> <p>24 A Yeah. There were eleven issues that they</p> <p>25 wanted me to put in writing, but I can't</p> |

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|---|--|
| <p style="text-align: right;">Page 161</p> <p>1 remember for the life of me what they were.</p> <p>2 Q Can you remember any of them?</p> <p>3 A Investigator fee. Referrals.</p> <p>4 Q What about referrals?</p> <p>5 A The three to one with Town & Country.</p> <p>6 Dr. Ghoubrial's bill payment. I don't know if</p> <p>7 these were all separated into separate issues</p> <p>8 or if they were all lumped into one issue and</p> <p>9 then I addressed a different one. That is all</p> <p>10 I can recall right now.</p> <p>11 Q Okay. So we have -- I'm going to go back</p> <p>12 through them and maybe it will spark your</p> <p>13 memory if there's any others.</p> <p>14 We have the investigator fee, correct, is</p> <p>15 one?</p> <p>16 A Uh-huh.</p> <p>17 Q The Town & Country issue, which you believe was</p> <p>18 a three-to-one referral ratio, correct?</p> <p>19 A Right.</p> <p>20 Q Okay. That's two. And three is issues with</p> <p>21 insurance carriers not wanting to pay</p> <p>22 Ghoubrial's bill.</p> <p>23 A I know I addressed Dr. Ghoubrial in there. I</p> <p>24 don't know. It was more or less that our --</p> <p>25 KNR was paying him prioritized payment on his</p> | <p style="text-align: right;">Page 163</p> <p>1 they use it?</p> <p>2 A No. The female attorney that was there --</p> <p>3 because I think the three-to-one ratio with the</p> <p>4 chiropractors pushed down that avenue and</p> <p>5 that's when she inquired more about like were</p> <p>6 gifts given back and forth, like gift cards or</p> <p>7 anything given to clients. And all that I</p> <p>8 could think of was that purse issue.</p> <p>9 Q Anything else?</p> <p>10 A Not that I can remember.</p> <p>11 Q Let's go back to Dr. Ghoubrial's bills.</p> <p>12 What is your basis for your statement</p> <p>13 that Dr. Ghoubrial's bills have any preference</p> <p>14 over any other bills of clients at KNR?</p> <p>15 A Because when we would ask for -- at the</p> <p>16 Columbus office when we wanted -- we couldn't</p> <p>17 reduce any of the bills from -- okay.</p> <p>18 To get a -- let's say we got a settlement</p> <p>19 offer, but we needed to reduce our fee and we</p> <p>20 needed to reduce the medical bills on the case,</p> <p>21 like the chiropractors liens. So we would have</p> <p>22 to type in an e-mail to Rob Nestico saying,</p> <p>23 "Here is the settlement offer. The case, low</p> <p>24 impact, no PD, all of that. Case was referred</p> <p>25 from Town & Country. Town & Country's bill is</p> |
| <p style="text-align: right;">Page 162</p> <p>1 bill, so paying him more proportionately</p> <p>2 compared to --</p> <p>3 Q What's your basis for that statement?</p> <p>4 A You could get reductions on it.</p> <p>5 Another complaint too if you want.</p> <p>6 Q Yes. Yes.</p> <p>7 A Do you want to add?</p> <p>8 Q Yes.</p> <p>9 A They were interested in a kickback scheme. So</p> <p>10 they were really inquiring -- they inquired</p> <p>11 with me a lot about a kickback scheme.</p> <p>12 So they wanted me to put down about the</p> <p>13 instance that KNR bought -- Dr. Khan, Naz Khan,</p> <p>14 was kind of in a bad mood for a while. So for</p> <p>15 her birthday Brandy bought her a purse or KNR</p> <p>16 bought her a purse, like a high-end. I don't</p> <p>17 even know what type it was. So they wanted</p> <p>18 that included in there. I don't really know</p> <p>19 what bearing that had, but they wanted the</p> <p>20 statement down.</p> <p>21 Q So you're saying that Brandy bought Dr. Khan an</p> <p>22 expensive purse?</p> <p>23 A Yeah. I don't know the brand.</p> <p>24 Q And you're terming that as a kickback? Who</p> <p>25 used the word kickback? Did you use it or did</p> | <p style="text-align: right;">Page 164</p> <p>1 this much. Gubs is this much. Attorney fees</p> <p>2 would be reduced to this amount. Client will</p> <p>3 get this amount."</p> <p>4 So then it would have to be approved by</p> <p>5 Rob. And so on certain cases Rob would say,</p> <p>6 "Sure. Reduce Town & Country. Reduce our bill</p> <p>7 before you reduce Ghoubrial's." When there was</p> <p>8 really no basis to not reduce Ghoubrial. He</p> <p>9 wasn't a referring factor in some of the cases.</p> <p>10 Well, none of the cases said, "Referred by</p> <p>11 Dr. Ghoubrial".</p> <p>12 And I don't know if it's been brought up</p> <p>13 in prior depositions, but if a case came from</p> <p>14 Town & Country, we didn't want to cut their</p> <p>15 bill too much. That was the last bill we</p> <p>16 wanted to cut. We would cut our fee deeper</p> <p>17 before cutting the bill.</p> <p>18 Q So what's your theory about why KNR wants to --</p> <p>19 or Mr. Nestico or whoever else at KNR wants to</p> <p>20 prefer Dr. Ghoubrial over anybody else? Why</p> <p>21 would they do that?</p> <p>22 A I have no idea. I don't have a theory on that.</p> <p>23 What my issue was was that the client --</p> <p>24 the chiropractor has more involvement with the</p> <p>25 treatment and Dr. Ghoubrial might have seen the</p> |

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| <p style="text-align: right;">Page 165</p> <p>1 patient one time but charged 1,400 bucks for 2 the trigger point injections. So it just 3 didn't make sense why we wouldn't cut that bill 4 at all or touch that bill, but cut our fee, cut 5 the chiro's fee, especially if the chiro was 6 the referral source. 7 Q And that's what I was getting at is the 8 referral source on these cases is very rarely 9 Dr. Ghoubrial, right? 10 A Right. 11 Q Dr. Ghoubrial doesn't send mountains of cases 12 over to KNR or anybody else, does he? 13 A Does not. So why wouldn't we cut his bill? 14 Q Do you have -- you said there were certain 15 cases -- your testimony I thought you said a 16 few moments ago, there were certain cases where 17 they didn't reduce -- or they didn't reduce 18 Ghoubrial's bill but they reduced Town & 19 Country. 20 Are there other cases where they reduced 21 Dr. Ghoubrial and didn't reduce Town & Country? 22 A No. If we were reducing Dr. Ghoubrial, 23 everybody took a cut. 24 Q On every case? 25 A When you say every and all, I can't say it. I</p> | <p style="text-align: right;">Page 167</p> <p>1 Q Yeah. Let's take a look at -- do you have a 2 copy of the complaint to Disciplinary Council? 3 A No, I don't. I didn't even keep a copy. I 4 thought I did. 5 Q Did you report violations of your own 6 misconduct? 7 A Yeah. Because -- that was the reason I 8 reported was because I needed to make it aware 9 that I was calling myself out as soon as I 10 know. Because I'm pretty sure ethically you 11 have to do that; even if it's you, you have to 12 call yourself out. 13 Q All right. So you did that, but you didn't 14 keep any copies of any of it? 15 A You know, I might have, but we moved twice. So 16 I don't -- cannot find it. 17 - - - - - 18 (Defendant's Exhibit Lantz G was marked.) 19 - - - - - 20 Q Handing you Exhibit G. In your affidavit you 21 reference an e-mail from Kelly Phillips to 22 Rob Nestico, correct? 23 A Right. 24 Q Prior to today, had did you ever actually seen 25 that e-mail?</p> |
| <p style="text-align: right;">Page 166</p> <p>1 can't admit to that. But on the majority of 2 cases. 3 Q All right. And the only way for us to find out 4 the amount of money that was -- the reductions 5 that occurred on a specific case, we would have 6 to pull the settlement memorandums out of every 7 file that Dr. Ghoubrial treated any of KNR's 8 clients, right? 9 A Right. 10 Q To figure that out? 11 A Yeah. Or rely on all of the attorneys' 12 testimony. 13 Q And all of the amounts would be different, 14 right? 15 A Maybe. I don't know. I didn't realize there 16 had been so many people deposed at this point. 17 Q No. I'm talking about the reductions. I mean 18 do you recognize any pattern to the reductions 19 that were given? 20 In other words, to find out the 21 individual reductions that were given on each 22 case, you're going to have to look at every 23 single one and they will all be different? 24 A Yeah. Yeah. Every case is a little bit 25 different.</p> | <p style="text-align: right;">Page 168</p> <p>1 A Yeah. 2 Q How did you come to see it? 3 A I don't know if it was printed off or forwarded 4 to me. 5 Q When? 6 A At the time that I was employed there. So it 7 was when Kelly was still working there. 8 Q So this isn't the first time you've ever seen 9 this? 10 A Let me make sure. Is this the Nationwide bills 11 with Ghoubrial? 12 Q That is referenced on the back page. This is 13 an e-mail, so it goes reverse time order, 14 right. So the first e-mail is on the back? 15 A Okay. Let me read through this. 16 Q Sure. 17 A I'll just skim through. Okay. 18 Q Is this the e-mail that you saw? 19 A Yeah. 20 Q You saw this close in -- 21 A I did. I have not seen the one from 22 Rob Nestico. That was new. I haven't read 23 through that yet if you need me to. But the 24 Kelly Phillips one I did. That was the one I 25 saw during mine and his employment there.</p> |

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| <p style="text-align: right;">Page 169</p> <p>1 Q Well, let's go to your affidavit, which is</p> <p>2 exhibit --</p> <p>3 A A.</p> <p>4 Q -- A.</p> <p>5 You said this is the first time you've</p> <p>6 seen Nestico e's-mail. In here you describe</p> <p>7 that Mr. Nestico was angry.</p> <p>8 A And sent an angry response.</p> <p>9 Q How do you know there was an angry response if</p> <p>10 you hadn't seen it until today?</p> <p>11 A Because, remember, I worked with other</p> <p>12 attorneys at the Columbus office who had also</p> <p>13 seen it, so it was a topic of the office. And</p> <p>14 Paul had talked to me about it and was worried</p> <p>15 for Kelly's job at that point.</p> <p>16 And so we all knew just to stay away from</p> <p>17 Kelly. Because Kelly, he was nice, but he --</p> <p>18 everyone always said -- well, his superiors,</p> <p>19 like Rob Nestico and Paul said, "He's got his</p> <p>20 defense hat on." Because he came from a really</p> <p>21 strong insurance background with Safe Auto, if</p> <p>22 I recall correctly.</p> <p>23 So I just knew he was kind of negative</p> <p>24 when he was there and just really resistant, so</p> <p>25 I stayed away from Kelly, but Paul kept me in</p> | <p style="text-align: right;">Page 171</p> <p>1 But, yeah. He confided in me. I</p> <p>2 confided in him, just about our frustrations.</p> <p>3 But, yeah. Even up to the day when he had to</p> <p>4 fire me, he said -- I could tell he was</p> <p>5 extremely remorseful. And he said, "If you</p> <p>6 need me for anything, don't hesitate to reach</p> <p>7 out."</p> <p>8 Q So it's your understanding that your</p> <p>9 termination, Mr. Phillips was against it? Is</p> <p>10 that your understanding?</p> <p>11 MR. PATTAKOS: Mr. Phillips or</p> <p>12 Mr. Steele.</p> <p>13 Q I'm sorry. Mr. Steele.</p> <p>14 A He seemed remorseful.</p> <p>15 MR. POPSON: Thank you, Peter.</p> <p>16 A I don't know for sure. Him and I had just</p> <p>17 driven to West Virginia the day before or</p> <p>18 two days before to sign up a serious injury</p> <p>19 case. I think it was actually a death case.</p> <p>20 But we had a lot of time to talk in the car.</p> <p>21 And at that point I told him I was</p> <p>22 just -- all of my concerns. Like since</p> <p>23 Punta Cana trip, everything that had been</p> <p>24 building. I was telling him this is just --</p> <p>25 it's wearing on me. It's a lot of work. You</p> |
| <p style="text-align: right;">Page 170</p> <p>1 the loop. Because shortly after this happened,</p> <p>2 if not immediately after it happened, Paul was</p> <p>3 -- expressed concern for Kelly's job. He was</p> <p>4 like, "Oh, his days are numbered."</p> <p>5 Q So were you and Paul Steele close? Were you</p> <p>6 friends?</p> <p>7 A Yeah. Yeah. At that time we were. Even</p> <p>8 when --</p> <p>9 Q At what time?</p> <p>10 A You know what, all the way up until the day</p> <p>11 that he had to fire me.</p> <p>12 Q So you didn't have any issues with him,</p> <p>13 personal issues or professional issues with</p> <p>14 him? You got along well?</p> <p>15 A Yeah. I felt like -- okay. So I always knew</p> <p>16 that he was looking out for himself, but a lot</p> <p>17 of the times it seemed like he was doing what</p> <p>18 he could to protect the Columbus lawyers from</p> <p>19 the wrath of Akron, like the powerhouse.</p> <p>20 Because Columbus was definitely a</p> <p>21 different market and it was a new firm being</p> <p>22 built up with a new medical provider market, so</p> <p>23 it was kind of an experimental firm. And there</p> <p>24 was a lot of turnover, so it wasn't as stable</p> <p>25 yet.</p> | <p style="text-align: right;">Page 172</p> <p>1 know, we were just venting to each other.</p> <p>2 And he goes, "Yeah. I know. I'm trying</p> <p>3 to figure out how to make the Columbus office</p> <p>4 run more smoothly." Because we had such high</p> <p>5 turnover there and -- with paralegals and with</p> <p>6 attorneys.</p> <p>7 So, yeah. We were -- it was -- we were</p> <p>8 pretty close up until the very end, but then I</p> <p>9 always -- not even until the very end. He was</p> <p>10 remorseful when he had to let me go.</p> <p>11 Q When you say he was remorseful, do you mean</p> <p>12 that you got the impression that he was opposed</p> <p>13 to your termination?</p> <p>14 A Yeah. I feel like he didn't want to do that.</p> <p>15 However, I know that Paul looks out for</p> <p>16 himself. So I don't know that.</p> <p>17 Q What do you mean by that he looks out for</p> <p>18 himself? What would that have to do with it?</p> <p>19 A I don't know if he threw me under the bus from</p> <p>20 our conversation the days prior saying, hey,</p> <p>21 she's checked out. She's not -- her heart is</p> <p>22 not in this stuff anymore or she's questioning</p> <p>23 it. I don't think he would say that. But,</p> <p>24 you know, it's -- I don't know. Working at KNR</p> <p>25 kind of makes you paranoid.</p> |

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|---|---|
| <p style="text-align: right;">Page 173</p> <p>1 Q Why is that?</p> <p>2 A Well, because it was indicated I think by one</p> <p>3 of the paralegals, Heather Macklin, that not</p> <p>4 only were there security cameras in the office</p> <p>5 that everybody knew about, but there were</p> <p>6 secret cameras and possibly ones in our</p> <p>7 computers where Rob Nestico could look in and</p> <p>8 just keep an eye on everybody and make sure</p> <p>9 nothing wrong was happening.</p> <p>10 Because when we were out to dinner when I</p> <p>11 first -- well, in the early part of when I got</p> <p>12 hired, Rob Nestico was bragging about how -- so</p> <p>13 I asked how KNR got started and he said that</p> <p>14 him and some other lawyers literally at</p> <p>15 Eshelman & Eshelman backed up a truck when some</p> <p>16 of the partners were out of town, loaded up</p> <p>17 files and left and started on their own. So it</p> <p>18 started with deceit, so it's just natural that</p> <p>19 -- I mean there was just a lot of talk around</p> <p>20 the office that there was a lot more</p> <p>21 surveillance going on.</p> <p>22 Q Other than talk around the office, did you ever</p> <p>23 find any evidence that there was surveillance,</p> <p>24 other than security surveillance, going on at</p> <p>25 KNR?</p> | <p style="text-align: right;">Page 175</p> <p>1 even when the defendant's insurance company</p> <p>2 representatives told KNR attorneys that they</p> <p>3 were not crediting or paying for Ghoubril's</p> <p>4 treatment in settling the case."</p> <p>5 Do you see that?</p> <p>6 A Yeah.</p> <p>7 Q All right. Where in Kelly Phillips' e-mail</p> <p>8 anywhere does it say anything about the amounts</p> <p>9 paid to Ghoubril by KNR? Does it say anything</p> <p>10 about that?</p> <p>11 A Kelly and I talked in the office. So just</p> <p>12 because it wasn't in an e-mail doesn't mean</p> <p>13 that it didn't happen.</p> <p>14 Hold on. Let me re-read this.</p> <p>15 Q Okay. So you're saying -- Go ahead. I'll let</p> <p>16 you read it.</p> <p>17 A Okay. Sorry. Can you re-ask your question?</p> <p>18 Q Well, I think I know the answer. We can agree</p> <p>19 that that's -- can we agree that any</p> <p>20 representation about the amounts KNR was paying</p> <p>21 Ghoubril are not covered in Kelly Phillips'</p> <p>22 e-mail?</p> <p>23 A Well, are you asking me -- you're saying that</p> <p>24 specific amounts of what wasn't covered?</p> <p>25 Q Yeah. When I read the e-mail -- you can</p> |
| <p style="text-align: right;">Page 174</p> <p>1 A No. Just what other lawyers had said about --</p> <p>2 they paid for our cell phone. So there was</p> <p>3 two other lawyers that said there were issues</p> <p>4 with their -- things happening on their cell</p> <p>5 phone during certain conversations, so. But</p> <p>6 no, none personally for me.</p> <p>7 Q All right. Who were those lawyers?</p> <p>8 A Walt Messenger and I don't know the other one.</p> <p>9 God, and I just had the name. Sorry. It was</p> <p>10 crossing my mind earlier this morning.</p> <p>11 So when my friend Corey Height got hired</p> <p>12 as an attorney there, I told him not to get on</p> <p>13 the cell phone plan and so he was able to opt</p> <p>14 out of it.</p> <p>15 Q All right. So and this was all based upon</p> <p>16 rumors around the office?</p> <p>17 A Uh-huh. Yep.</p> <p>18 Q You state in your affidavit, paragraph 6, "I</p> <p>19 recall specifically" -- I'll help you find the</p> <p>20 spot because it's like halfway down here.</p> <p>21 A I see where it's at.</p> <p>22 Q "I recall specifically that Mr. Phillips was</p> <p>23 especially concerned about the fact that</p> <p>24 Nestico would insure that Ghoubril was paid</p> <p>25 substantial amounts out of client settlements</p> | <p style="text-align: right;">Page 176</p> <p>1 correct me if I'm wrong or show me in there if</p> <p>2 I am wrong. When I read the e-mail, I didn't</p> <p>3 see anything in there about KNR being concerned</p> <p>4 about the lack of reductions on Ghoubril's</p> <p>5 bills.</p> <p>6 A I would have to re-read through the e-mail</p> <p>7 again. But most of -- I mean I told you, I</p> <p>8 distanced myself from Kelly after this blowup.</p> <p>9 But prior to that he was -- he used anyone he</p> <p>10 could as a sounding board to be able to say,</p> <p>11 "Hey, this is not fair. Like this is -- this</p> <p>12 is insurance fraud."</p> <p>13 MR. BARMEN: Do you want to hold</p> <p>14 on until I get him back.</p> <p>15 MR. POPSON: How long have we</p> <p>16 been going? I haven't even kept track.</p> <p>17 MR. PATTAKOS: Like 45 minutes.</p> <p>18 You're calling Tom?</p> <p>19 MR. BARMEN: Yeah. He got cut</p> <p>20 off.</p> <p>21 A Jim, you know that Clearwater is Ghoubril too?</p> <p>22 Q I know that that's the billing service for</p> <p>23 Ghoubril's work, right?</p> <p>24 A Yeah. And I think Kelly means that</p> <p>25 synonymously. I don't know for sure.</p> |

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| <p style="text-align: right;">Page 177</p> <p>1 MR. BARMEN: Tom.</p> <p>2 MR. MANNION: Hey guys.</p> <p>3 MR. BARMEN: All right. We're</p> <p>4 back.</p> <p>5 Q All right. So where are you referring to in</p> <p>6 Kelly's e-mail?</p> <p>7 A The second paragraph he references Clearwater.</p> <p>8 Kelly -- when I was -- when we were working</p> <p>9 together when he was still employed there,</p> <p>10 Clearwater and Ghoumbrial were synonymous. It</p> <p>11 was basically -- well, the way we understood it</p> <p>12 was when you saw a Clearwater bill, that was</p> <p>13 for Ghoumbrial's treatment.</p> <p>14 Q Right. Ghoumbrial or one of the other doctors</p> <p>15 at his practice, right?</p> <p>16 A Right. Well, no. Because in the Columbus</p> <p>17 office Dr. Ghoumbrial was the only one giving</p> <p>18 treatment at the time that Kelly and I were</p> <p>19 both employed. But I've been made aware that</p> <p>20 there's a Dr. Gunning.</p> <p>21 Q Who made you aware of that?</p> <p>22 A The insurance adjuster Jennifer Rizzo. She had</p> <p>23 told me that last year. And, gosh, it was</p> <p>24 probably in the fall. It wasn't in our</p> <p>25 December conversation because we didn't talk</p> | <p style="text-align: right;">Page 179</p> <p>1 Q Why do you say that?</p> <p>2 A Do you know what happened to Kelly?</p> <p>3 Q Yeah. Well, let's take a look at the response,</p> <p>4 the e-mail that Mr. Nestico wrote back. You</p> <p>5 said you've never seen it until today, right?</p> <p>6 A I don't know that. I just -- at the time I</p> <p>7 just brushed off the whole issue because I knew</p> <p>8 it was a situation I want to avoid and I knew</p> <p>9 that there was a death sentence on it. So I</p> <p>10 didn't get super involved in it. I knew about</p> <p>11 it. I knew it was causing a little bit of</p> <p>12 drama.</p> <p>13 Q How did you know that?</p> <p>14 A Paul.</p> <p>15 Q So Paul told you what that this e-mail was a</p> <p>16 death sentence to Kelly? That's what Paul told</p> <p>17 you?</p> <p>18 A Yeah. Some words or less. But, yeah. It</p> <p>19 would have been some type of slang way of</p> <p>20 saying they're in for it on Kelly.</p> <p>21 Q All right. So that was Paul's statement to</p> <p>22 you. Did you have any conversations with</p> <p>23 Mr. Nestico about it?</p> <p>24 A No. Did not.</p> <p>25 Q So when you characterized his response as</p> |
| <p style="text-align: right;">Page 178</p> <p>1 much about that, But --</p> <p>2 Q But where is there anything in here about</p> <p>3 reductions, whether it's Clearwater or</p> <p>4 Ghoumbrial or whoever?</p> <p>5 A I don't know that I said that his letter</p> <p>6 indicated that there were reductions.</p> <p>7 Q That's what I was getting at. So it's not in</p> <p>8 the letter? Because this is what was sent to</p> <p>9 Mr. Nestico, okay, is this e-mail, right?</p> <p>10 A Right.</p> <p>11 Q This other statement that you have in here</p> <p>12 about not reducing -- allegedly not reducing</p> <p>13 Ghoumbrial's bills, how did you come by that</p> <p>14 information as it relates to Kelly Phillips if</p> <p>15 it wasn't in this e-mail?</p> <p>16 A Kelly would have told me.</p> <p>17 Q Okay.</p> <p>18 A It was a much smaller office than this office.</p> <p>19 We were in close quarters.</p> <p>20 Q Well, did you or Kelly then relay that</p> <p>21 information to Mr. Nestico or Mr. Steele or</p> <p>22 anyone else?</p> <p>23 A I didn't. That's a straight road to being</p> <p>24 fired. There's no way. You do not buck</p> <p>25 authority.</p> | <p style="text-align: right;">Page 180</p> <p>1 angry, that's because someone else told you</p> <p>2 that Mr. Nestico was angry about it, right?</p> <p>3 A Yeah. Let me -- So you're saying -- I think I</p> <p>4 know what you're referring to. Yeah. That was</p> <p>5 Paul's discussion with it -- with me over it.</p> <p>6 Q Because --</p> <p>7 A Because Paul was the one that said there was an</p> <p>8 e-mail response sent to Kelly from Rob.</p> <p>9 Q If we want to know whether Mr. Nestico was</p> <p>10 angry about it or not, we would have to ask</p> <p>11 Mr. Nestico?</p> <p>12 A Oh, for sure. I didn't talk to him personally.</p> <p>13 Q Did you have any expectations that Mr. Nestico</p> <p>14 or Mr. Steele or anyone else should do anything</p> <p>15 specific upon receiving this information from</p> <p>16 Mr. Phillips?</p> <p>17 A I was so wrapped up in my own caseload, there</p> <p>18 was barely any time to breathe. I didn't take</p> <p>19 a lunch break until I started interviewing for</p> <p>20 jobs in February. So there was literally no</p> <p>21 time to breathe, to worry about other people's</p> <p>22 drama in the firm, let alone -- yeah. No.</p> <p>23 I didn't -- I brushed this issue off as,</p> <p>24 oh, great there goes another one. Another</p> <p>25 attorney bites the dust. This was just a bump</p> |

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| <p style="text-align: right;">Page 181</p> <p>1 on my radar. And I felt bad because Kelly was</p> <p>2 a nice guy. He just was not used to the high</p> <p>3 volume and the way things were. It was black</p> <p>4 and white for him or night and day coming from</p> <p>5 the background he had. Super smart guy.</p> <p>6 Q Well, what Mr. Nestico told Mr. Phillips in the</p> <p>7 e-mail was that he needed on those bills where</p> <p>8 Nationwide was refusing to pay on them, he told</p> <p>9 him me needed to advocate for his client and</p> <p>10 try to get them paid, right?</p> <p>11 A Right.</p> <p>12 Q Do you think that's a proper response?</p> <p>13 A Oh. So you're asking me if --</p> <p>14 Q What did you expect Mr. Nestico to do?</p> <p>15 A Honestly, okay. I think you're making a huge</p> <p>16 -- I didn't make as big of a deal out of this</p> <p>17 as I didn't -- yeah. It's just Nestico power</p> <p>18 way of saying, back down, Kelly. And just know</p> <p>19 your role here. You're an associate here. You</p> <p>20 don't get to make big decisions.</p> <p>21 Q Well, wasn't it in the best interest of the</p> <p>22 client to have him advocate to have those bills</p> <p>23 paid?</p> <p>24 A Kelly?</p> <p>25 Q Yes.</p> | <p style="text-align: right;">Page 183</p> <p>1 need to continue to advocate to have those</p> <p>2 bills paid, whether its through settlement or</p> <p>3 whether it's through litigation, right?</p> <p>4 A Right.</p> <p>5 Q When it comes to patient care and people like</p> <p>6 Dr. Ghoubril, isn't the most important facet</p> <p>7 that the care actually makes the client feel</p> <p>8 better?</p> <p>9 A I would say so. I'm not a doctor, so I don't</p> <p>10 know what their ultimate goal is. But I would</p> <p>11 say fix them as best they can.</p> <p>12 Q Well, are you aware that the plaintiff in this</p> <p>13 case, Richard Harbour, testified that -- he's</p> <p>14 the class rep for these Ghoubril cases -- that</p> <p>15 he testified that the injections that he had</p> <p>16 helped him?</p> <p>17 MR. PATTAKOS: Objection.</p> <p>18 A Oh. I don't know that. I don't know anything</p> <p>19 about Richard.</p> <p>20 Q Did you have any clients that you did work for</p> <p>21 that testified that the injections were helpful</p> <p>22 to them?</p> <p>23 A I don't -- you know, I don't know. I don't</p> <p>24 know that they explicitly told me that.</p> <p>25 Q You don't remember one way or the other?</p> |
| <p style="text-align: right;">Page 182</p> <p>1 A Yes. I'm sure he did. I have no doubt. He</p> <p>2 had really good relationships with the</p> <p>3 adjusters because, remember, he was on the</p> <p>4 defense side for so long, so he had personal</p> <p>5 relationships going back like two decades.</p> <p>6 So I remember him walking to his office</p> <p>7 and he would be on a 20-minute phone call with</p> <p>8 one of the adjusters because they went way</p> <p>9 back. And he would get cases settled and</p> <p>10 probably do better than some of us attorneys</p> <p>11 who didn't have those ongoing relationships.</p> <p>12 But I know that he advocated the best that he</p> <p>13 could.</p> <p>14 And insurance companies, they've got</p> <p>15 their limits of threshold too. But they're</p> <p>16 also -- yeah. Yeah. I have no doubt Kelly</p> <p>17 advocated the best he could.</p> <p>18 Q And when the insurance carrier takes an</p> <p>19 unreasonable position on a case or a string of</p> <p>20 cases, then you have to just go litigate those</p> <p>21 cases as a plaintiffs lawyer, right?</p> <p>22 A Yes. Or cut up the med pay.</p> <p>23 Q Right. Those are your choices?</p> <p>24 A Right.</p> <p>25 Q And in the best interest of the client, you</p> | <p style="text-align: right;">Page 184</p> <p>1 A Right.</p> <p>2 Q Fair?</p> <p>3 Okay. Was Dr. Ghoubril the only medical</p> <p>4 care provider that you came across during your</p> <p>5 time as a PI lawyer who prescribed TENS units?</p> <p>6 A No. Dr. Mike McGough at AcuHealth would</p> <p>7 prescribe them. And they were 30 bucks when he</p> <p>8 would prescribe -- when he would order them on</p> <p>9 a case. I don't know that I saw too many that</p> <p>10 Dr. Ghoubril prescribed in our Columbus cases</p> <p>11 though.</p> <p>12 Q Okay. Do you know how much he charged?</p> <p>13 A No, I don't.</p> <p>14 Q Do you know whether there was anybody who</p> <p>15 charged more than he did out there?</p> <p>16 A No, I don't. I don't think that they were</p> <p>17 prescribed on our Columbus cases.</p> <p>18 Q I have two more and we can take a break.</p> <p>19 Do you know anything about the rules that</p> <p>20 chiropractors have, like their own set of rules</p> <p>21 for chiropractic care?</p> <p>22 A I don't.</p> <p>23 Q Have you ever heard anything about a rule with</p> <p>24 chiropractors that they are not supposed to</p> <p>25 treat a patient who's actively treating with</p> |

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| <p style="text-align: right;">Page 185</p> <p>1 another chiropractor?</p> <p>2 A No. I've not heard of it, an explicit rule</p> <p>3 like that.</p> <p>4 Q If there was a rule like that, all right,</p> <p>5 chiropractors aren't supposed to treat a</p> <p>6 patient if they know they're treating with</p> <p>7 another chiropractor, can you understand why a</p> <p>8 certain chiropractor might be upset if another</p> <p>9 chiropractor was trying to treat their</p> <p>10 patients?</p> <p>11 MR. PATTAKOS: Objection.</p> <p>12 A Yeah.</p> <p>13 Q Especially if there's a rule, right? I mean we</p> <p>14 as lawyers have rules, right? And if the other</p> <p>15 lawyers violate the rules, we're not happy</p> <p>16 about that, right?</p> <p>17 A Right.</p> <p>18 Q A couple of times we've talked about the</p> <p>19 different things that you believe you did that</p> <p>20 may have compromised your clients interests or</p> <p>21 been dishonest, and I want to make sure we have</p> <p>22 a complete list of all of those things --</p> <p>23 MR. PATTAKOS: Objection.</p> <p>24 Q -- while you were at KNR. Okay?</p> <p>25 We've talked about the three-to-one ratio</p> | <p style="text-align: right;">Page 187</p> <p>1 A After leaving there, I do know. Because one of</p> <p>2 our close family friends is a family physician</p> <p>3 and she says they don't bill any more than</p> <p>4 160 bucks, but sometimes less.</p> <p>5 Q \$160 for when?</p> <p>6 A Trigger point, the same things. Because from</p> <p>7 what I understand, the trigger point injections</p> <p>8 include three different -- I don't know them</p> <p>9 anymore, but I learned them when I was at KNR</p> <p>10 -- three different types of medication, like --</p> <p>11 yeah. That's all I can say at this point.</p> <p>12 Q So you don't have any criticisms that doctors</p> <p>13 are giving trigger point injections if the</p> <p>14 patient needs them, right?</p> <p>15 A If they need them, right.</p> <p>16 Q And if they're helping the patient?</p> <p>17 A Right.</p> <p>18 Q Apparently it sounds you're critical of the</p> <p>19 cost as it relates to Dr. Ghoumbrial. Fair?</p> <p>20 A Right.</p> <p>21 Q Are you are you aware if there's doctors that</p> <p>22 charge even more for their trigger point</p> <p>23 injections that Dr. Ghoumbrial charges?</p> <p>24 A No. I'm not aware.</p> <p>25 Q Do you know how much The Cleveland Clinic</p> |
| <p style="text-align: right;">Page 186</p> <p>1 allegation that you've made, correct?</p> <p>2 A Right.</p> <p>3 Q We've talked about investigator fees --</p> <p>4 A Right.</p> <p>5 Q -- correct?</p> <p>6 A Correct.</p> <p>7 Q And the other one you reported was Ghoumbrial's</p> <p>8 bill payments?</p> <p>9 A Right.</p> <p>10 Q Were you ever -- you didn't mislead any of your</p> <p>11 clients about Ghoumbrial's bill payments though,</p> <p>12 did you?</p> <p>13 A In what respect? What do you mean?</p> <p>14 Q Well, they would show up on the disbursement</p> <p>15 fee.</p> <p>16 A Right.</p> <p>17 Q Did you ever misrepresent what they were or</p> <p>18 what they were for?</p> <p>19 A No. I would get comments by the clients</p> <p>20 saying, "What, they charge that much for just</p> <p>21 one time?" But, yeah. No.</p> <p>22 Q You don't have any comparison you can give us</p> <p>23 as to how much other medical doctors may have</p> <p>24 charged for the same services that</p> <p>25 Dr. Ghoumbrial provided?</p> | <p style="text-align: right;">Page 188</p> <p>1 charges for a tablet of Tylenol?</p> <p>2 A Yeah. I know that hospitals gauge you for that</p> <p>3 stuff. But, yeah. I see where you're going</p> <p>4 with it.</p> <p>5 Q So different medical care providers may have a</p> <p>6 wide variety of different charges that they may</p> <p>7 use for their patients, right?</p> <p>8 A Right. And I think insurance usually covers</p> <p>9 the \$100 Ibuprofen tablet at hospitals.</p> <p>10 Q Unless the person doesn't have -- depends on</p> <p>11 their insurance, I guess?</p> <p>12 A Or it gets written off. We dealt with that a</p> <p>13 lot in our cases. If we could write off -- if</p> <p>14 we could get hospital bills to write off a</p> <p>15 patient's indebtedness if they didn't have</p> <p>16 insurance, we would help them with that.</p> <p>17 Q Would you agree with me that on the vast</p> <p>18 majority of the cases that you handled for KNR,</p> <p>19 that the firm itself took a deduction, reduced</p> <p>20 their fee on the cases?</p> <p>21 A Not all of them.</p> <p>22 Q Not all of them, no. But the majority?</p> <p>23 A Yep.</p> <p>24 Q Okay. And have you ever tried to quantify that</p> <p>25 amount of the reductions that were taken?</p> |

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| <p style="text-align: right;">Page 189</p> <p>1 A I wouldn't have. I didn't have time for that.</p> <p>2 Q Okay. Well, you've recognized a whole lot of</p> <p>3 other patterns here, so I'm wondering if you</p> <p>4 noticed one there?</p> <p>5 A Yeah. You pick up on patterns. But I was</p> <p>6 working until like 8:00 at night, going in</p> <p>7 early, working weekends. When I left there, I</p> <p>8 wanted to leave it all behind, but you</p> <p>9 couldn't. You were on call until 10:00 some</p> <p>10 nights for intakes.</p> <p>11 But, no. You didn't want to take extra</p> <p>12 time to put together your own spreadsheets to</p> <p>13 analyze what's going on in the inner workings</p> <p>14 of the firm. You just trusted that the firm</p> <p>15 knew what they were doing. And I did at the</p> <p>16 time. I was happy to be here and it was a good</p> <p>17 firm from what I knew at the time that I was</p> <p>18 here.</p> <p>19 Q And on each case when the clients signed a</p> <p>20 Fee Agreement, they had agreed to allow KNR to</p> <p>21 take a certain percentage, right, on their</p> <p>22 cases?</p> <p>23 A Yes. Correct.</p> <p>24 Q Was it 33 percent? Or 25 percent Columbus,</p> <p>25 right?</p> | <p style="text-align: right;">Page 191</p> <p>1 charging a little extra on the investigators</p> <p>2 fees because they took --</p> <p>3 Q I'm not saying anything is justified. I'm</p> <p>4 saying if I wanted to find out the information.</p> <p>5 A Okay.</p> <p>6 Q I understand we disagree. That's why I'm not</p> <p>7 even going to argue with you about what's</p> <p>8 justified. But if we wanted to find out the</p> <p>9 information if the amounts that were reduced</p> <p>10 more than covered any investigator fee or</p> <p>11 narrative fee or anything else, in order for to</p> <p>12 us get that information, we would have to pull</p> <p>13 out --</p> <p>14 A Every settlement.</p> <p>15 Q -- every single Settlement Memorandum?</p> <p>16 Okay. All right. And when we got off</p> <p>17 the path -- you and I keep jumping off the</p> <p>18 path -- I was talking about trying to make sure</p> <p>19 I have a full accounting of anything that you</p> <p>20 believe you did while you were an attorney at</p> <p>21 KNR that was either not in the client's best</p> <p>22 interest or to mislead or deceive them?</p> <p>23 A Right.</p> <p>24 Q And we talked about investigator fees, a</p> <p>25 three-to-one ratio on referrals. We talked</p> |
| <p style="text-align: right;">Page 190</p> <p>1 A Well, most of them were 25 in Columbus. Every</p> <p>2 once in a while we could get a 33, but</p> <p>3 typically 25.</p> <p>4 Q And the firm had the right to insist, if they</p> <p>5 wanted to, on the full amount of the fee,</p> <p>6 correct?</p> <p>7 A Uh-huh.</p> <p>8 Q Even if it meant that the firm got more than</p> <p>9 the client, they had the right to do that based</p> <p>10 on the contract, right?</p> <p>11 A Yes. Sure. That's true.</p> <p>12 Q But would you agree that it was the practice of</p> <p>13 KNR to not let that happen?</p> <p>14 A Right.</p> <p>15 Q To make sure that the client got more than the</p> <p>16 firm took?</p> <p>17 A Yep.</p> <p>18 Q And if we wanted to quantify those reductions</p> <p>19 that they took to see whether or not they made</p> <p>20 up for \$20 for an investigator, say, we would</p> <p>21 have to pull out every disbursement form and</p> <p>22 see the reductions, tabulate all of those up,</p> <p>23 and compare them to the amount of the other</p> <p>24 fees that were paid, correct?</p> <p>25 A Well, so you're saying that KNR is justified in</p> | <p style="text-align: right;">Page 192</p> <p>1 about Ghoubril's payments. And we said</p> <p>2 actually you accurately represented what they</p> <p>3 were, the costs were just high, right?</p> <p>4 A Right.</p> <p>5 Q Anything else you can think of that you may</p> <p>6 have misrepresented to clients at the time you</p> <p>7 worked at KNR or done that you believe was not</p> <p>8 in their best interest?</p> <p>9 A Aside from the first issue we talked about</p> <p>10 about them going to continue to treat at a</p> <p>11 chiropractor, i.e., Town & Country, when they</p> <p>12 didn't want to. If they're looking at -- like</p> <p>13 I told you, majority of our clients were lower</p> <p>14 socioeconomic status. They don't have the</p> <p>15 network of family lawyers that they would refer</p> <p>16 to. So they -- or that they would call on.</p> <p>17 So they come to KNR. They're looking --</p> <p>18 they were looking to me to help guide them in</p> <p>19 their treatment. So they relied on what I said</p> <p>20 even if they said -- even if they expressed to</p> <p>21 me, no, I don't like the type of treatment</p> <p>22 there. It's not changing anything. Or they</p> <p>23 don't even listen to my issues. Or my ankle</p> <p>24 hurts. Why are they adjusting my neck? All of</p> <p>25 those types of issues.</p> |

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| <p style="text-align: right;">Page 193</p> <p>1 So that's actually my biggest dilemma is</p> <p>2 the fact that some of these people didn't get</p> <p>3 the best treatment that they could have because</p> <p>4 of our little three-to-one issue, whatever, you</p> <p>5 know. I mean we've delved into it already.</p> <p>6 Q All right. Well, what you told the clients was</p> <p>7 that it was in the best interest of their case</p> <p>8 to keep treating there. Is that what you told</p> <p>9 them? What did you tell them that you thought</p> <p>10 was improper?</p> <p>11 A I don't know specifically what I told -- I mean</p> <p>12 it was different on every case. It depended on</p> <p>13 what their complaint was. So I guess I would</p> <p>14 need a specific.</p> <p>15 Q I mean you don't think it's improper for you --</p> <p>16 if they initially tell you, "Look, I don't</p> <p>17 really like this place", you don't think it's</p> <p>18 improper for to you say, "Well, you know, it's</p> <p>19 really not going to be good for your case if</p> <p>20 you switch doctors right now."</p> <p>21 Do you think there's anything wrong with</p> <p>22 that? It's the truth, isn't it?</p> <p>23 A No. Because, remember, we talked about that</p> <p>24 when I said that if someone started at</p> <p>25 Town & Country and then switched to another</p> | <p style="text-align: right;">Page 195</p> <p>1 them for a period.</p> <p>2 Q On intake cases, right?</p> <p>3 A I don't know that for sure. I don't know if</p> <p>4 that was just isolated to that.</p> <p>5 Q Before we get off of that, Do you have any</p> <p>6 personal knowledge as to how long recorded</p> <p>7 phone calls are kept at KNR?</p> <p>8 A No, I don't.</p> <p>9 Q All right.</p> <p>10 A But some of these issues when clients would</p> <p>11 call in, they would say, "I'm already treating</p> <p>12 at Town & Country. I don't want to stay</p> <p>13 there." So that would be on intake.</p> <p>14 But sometimes it happened during the</p> <p>15 course of treatment. They would say -- I don't</p> <p>16 remember specific name of a case, but it</p> <p>17 happened more than once where an injury was</p> <p>18 sprained ankle or a sprained wrist, but all the</p> <p>19 chiropractor was doing was putting hot and cold</p> <p>20 packs on them, E-stim on their neck and then</p> <p>21 adjusting their lower back when they -- when</p> <p>22 the clients never expressed any complaints for</p> <p>23 those areas; but, in fact, they had pain in</p> <p>24 their extremities and those were never</p> <p>25 addressed.</p> |
| <p style="text-align: right;">Page 194</p> <p>1 chiropractor, we could still get the bill fully</p> <p>2 paid. What the insurance companies didn't like</p> <p>3 to see was Town & Country -- a lot of insurance</p> <p>4 companies had an issue with Town & Country.</p> <p>5 So, yeah. If it was a situation where a</p> <p>6 client started at Town & Country and then</p> <p>7 jumped ship and went to a different</p> <p>8 chiropractor, there wasn't an issue with that</p> <p>9 transition and getting the bill paid.</p> <p>10 Q I'm just trying to understand what you possibly</p> <p>11 could have told these clients that you believe</p> <p>12 was improper. That's what I'm trying to get my</p> <p>13 arms around. That was just an example. That</p> <p>14 was all. I was trying to find something, what</p> <p>15 it could be --</p> <p>16 A Okay.</p> <p>17 Q -- that you told them.</p> <p>18 A Is that a rhetorical question or do you want me</p> <p>19 to --</p> <p>20 Q No. I'm asking.</p> <p>21 A Well, I know KNR recorded phone calls, so</p> <p>22 that's one way you can find that information.</p> <p>23 Q You don't know how long those are kept, do you?</p> <p>24 A No, I don't. But they would replay them at the</p> <p>25 quarterly meetings, so I know they would keep</p> | <p style="text-align: right;">Page 196</p> <p>1 Q So that's between the doctor and the patient.</p> <p>2 My question is what do you do --</p> <p>3 A Sort of.</p> <p>4 Q -- that you believe was improper?</p> <p>5 A Let them continue to treat there when I knew</p> <p>6 that they were weren't going to get --</p> <p>7 Q What do you mean let them continue to treat</p> <p>8 there? What does that mean?</p> <p>9 A When they would say -- because they would say,</p> <p>10 "I don't want to go to this chiropractor</p> <p>11 anymore. This chiropractor is not treating my</p> <p>12 injuries. My ankle is sprained. It's</p> <p>13 swollen." And they would be going to their</p> <p>14 family doctor for that already. So then it's</p> <p>15 how do I explain to them why they keep going to</p> <p>16 their chiropractor.</p> <p>17 So like an example of an example would be</p> <p>18 that, well, if we keep continuous documentation</p> <p>19 that you're injured, then your case has more</p> <p>20 value. And so --</p> <p>21 Q Well, isn't that true?</p> <p>22 A It is true if we can get the insurance company</p> <p>23 to pay the bill. But clients would still show</p> <p>24 up to treat even though they knew that the</p> <p>25 treatment was a futile effort. Why are they</p> |

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| <p style="text-align: right;">Page 197</p> <p>1 getting their back adjusted when their ankle is</p> <p>2 sprained and that's their only complaint?</p> <p>3 Q Well, that's between the doctor and the</p> <p>4 patient, right?</p> <p>5 A I don't think a lot of conversation was being</p> <p>6 had between the doctor and the patient. They</p> <p>7 were really quick. If you talk to any of the</p> <p>8 patients -- I don't know if you asked the</p> <p>9 plaintiffs.</p> <p>10 Q I'm saying the issue of what treatment their</p> <p>11 getting isn't your job as the lawyer to</p> <p>12 determine, is it?</p> <p>13 A If we want to get paid on our cases, it is.</p> <p>14 Remember, we have to tell them, "It increases</p> <p>15 your value to keep treating. Keep showing up</p> <p>16 to treatment."</p> <p>17 Q Well, sure it does. But it's not your job to</p> <p>18 tell them what treatment to get?</p> <p>19 A You can tell me that. But when I was here, I</p> <p>20 believed otherwise.</p> <p>21 Q Okay. So you believed when you are here at</p> <p>22 KNR it was your job to tell the client -- and</p> <p>23 did you tell the doctor too, what treatment to</p> <p>24 give your client?</p> <p>25 A No.</p> | <p style="text-align: right;">Page 199</p> <p>1 back treated if their ankle hurt, did you?</p> <p>2 A If it meant that we weren't going to get ripped</p> <p>3 apart by Naz, then, yeah, we kept them going</p> <p>4 there. Because, otherwise, I would have to be</p> <p>5 the one to answer --</p> <p>6 Q That's not my question. My question is did you</p> <p>7 tell your client to go in there and ask to have</p> <p>8 their back adjusted if their ankle hurt? Did</p> <p>9 you tell them that?</p> <p>10 A It depends on the case.</p> <p>11 Q So you would do that on some cases? You would</p> <p>12 tell your client to get their back adjusted if</p> <p>13 they only hurt their ankle?</p> <p>14 A It depends. Yeah. Sometimes, yes and</p> <p>15 sometimes, no.</p> <p>16 Q That's all I'm getting at. You've done that</p> <p>17 before?</p> <p>18 A Right.</p> <p>19 Q Okay.</p> <p>20 MR. PATTAKOS: Can we take a</p> <p>21 break, Jim?</p> <p>22 MR. POPSON: Sure.</p> <p>23 THE VIDEOGRAPHER: Off the</p> <p>24 record.</p> <p>25 (Recess taken.)</p> |
| <p style="text-align: right;">Page 198</p> <p>1 Q Okay. So you would tell your client to go to</p> <p>2 the doctor and ask for specific treatments?</p> <p>3 A Right.</p> <p>4 Q What treatments would you tell them to ask for?</p> <p>5 A Ask for them to treat their ankle or wherever</p> <p>6 they had injuries, because this is what would</p> <p>7 happen. We would submit our settlement package</p> <p>8 to the insurance company and they would say,</p> <p>9 "Okay. Your client never expressed -- they</p> <p>10 expressed a sprained ankle at the emergency</p> <p>11 room, followed up with their family doctor for</p> <p>12 that, but then they continued to treat with a</p> <p>13 chiropractor. Nowhere in the records, not even</p> <p>14 in the police report or the E.R. complaint does</p> <p>15 it say that" -- I'm answering your questions,</p> <p>16 Jim. I know you're frustrated.</p> <p>17 Q I know. Because it's not answering my</p> <p>18 question. But I'll let you finish. Go ahead.</p> <p>19 A So when there's no complaints listed anywhere</p> <p>20 about cervical, thoracic or lumbar spine pain</p> <p>21 or sprains or strains, then why are they being</p> <p>22 treated for it. They're not going to get that</p> <p>23 bill covered.</p> <p>24 Q But you didn't make that recommendation, right?</p> <p>25 You didn't tell your client to go get their</p> | <p style="text-align: right;">Page 200</p> <p>1 THE VIDEOGRAPHER: Back on the</p> <p>2 record.</p> <p>3 Q I want to direct your attention to paragraph 13</p> <p>4 of your affidavit. This references a company</p> <p>5 called Liberty Capital Funding. Do you see</p> <p>6 that?</p> <p>7 A Right.</p> <p>8 Q Do you know who the owner of Liberty Capital</p> <p>9 Funding is?</p> <p>10 A I don't know if it's his real name, but I think</p> <p>11 it was Cero Serato. He was a main contact.</p> <p>12 Q Why would it not be his real name?</p> <p>13 A It was such an odd -- I've never heard of that</p> <p>14 name. I don't know. People use --</p> <p>15 Q Okay. It was your understanding, anyway, that</p> <p>16 Cero Serato was the owner of Liberty Capital?</p> <p>17 A Correct.</p> <p>18 Q Are you aware if there were any other owners of</p> <p>19 Liberty Capital?</p> <p>20 A No. Not to my knowledge.</p> <p>21 Q And do you have any evidence that any KNR</p> <p>22 employee or attorney was an investor or an</p> <p>23 owner of Liberty Capital?</p> <p>24 A No.</p> <p>25 Q You state in your affidavit that there was a</p> |

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|---|--|
| <p style="text-align: right;">Page 201</p> <p>1 policy to recommend loans. Do you see that?</p> <p>2 A Yes. Well, loans specifically and exclusively</p> <p>3 to Liberty Capital?</p> <p>4 Q Let's just start with loans. We'll get back to</p> <p>5 Liberty Capital.</p> <p>6 A Yes. On certain cases, correct.</p> <p>7 Q Okay. You never provided loan information to a</p> <p>8 client unless they asked for it, right?</p> <p>9 A I don't know if that's completely accurate to</p> <p>10 say.</p> <p>11 Q All right. So sometimes you would give them</p> <p>12 information on loans even if they didn't ask</p> <p>13 for it?</p> <p>14 A The way a conversation would come about would</p> <p>15 not be because a client was saying, "I need</p> <p>16 money now." Sometimes they would say, "The</p> <p>17 lady at Town & Country told me that you could</p> <p>18 get me cash advances." Sometimes they would</p> <p>19 say, "Well, I can't get to treatment or I can't</p> <p>20 get to my job. I'm going to lose my job."</p> <p>21 Q I think we're on the same page here. The</p> <p>22 client would initiate the conversation</p> <p>23 regarding loans, not you?</p> <p>24 A Typically. Well, regarding the need for money.</p> <p>25 Q That's how the conversation would start?</p> | <p style="text-align: right;">Page 203</p> <p>1 Q Oasis?</p> <p>2 A Yeah.</p> <p>3 Q So are you saying that you brought the</p> <p>4 Preferred Capital relationship to KNR?</p> <p>5 A I had known -- I do believe so. I set him up</p> <p>6 with a meeting at the Columbus -- maybe at this</p> <p>7 office with Brandy and him, because I knew him</p> <p>8 from my clerkship at Wright & Schulte.</p> <p>9 Q Do you know whether or not KNR utilized</p> <p>10 Preferred Capital before you were an employee</p> <p>11 of KNR?</p> <p>12 A They did not. It was new to Brandy, because I</p> <p>13 brought it up to Brandy.</p> <p>14 Q Other than Oasis, Liberty Capital or</p> <p>15 Preferred Capital, are you aware of any other</p> <p>16 lenders that KNR utilized during your time</p> <p>17 here?</p> <p>18 A No. They gave us those three options. If the</p> <p>19 client was using Peachtree or I think there was</p> <p>20 a Buckeye one, at least for the Columbus</p> <p>21 office, we were discouraged of having them go</p> <p>22 there because we had relationships built up</p> <p>23 with the other lenders where we could get</p> <p>24 reductions if we needed to.</p> <p>25 Q Would you agree that in the vast majority of</p> |
| <p style="text-align: right;">Page 202</p> <p>1 A Right.</p> <p>2 Q You wouldn't call upon your clients and just</p> <p>3 out of the blue for no reason say, "Do you need</p> <p>4 some money"?</p> <p>5 A Correct. We would not. I would not.</p> <p>6 Q And nobody directed you to do that, correct?</p> <p>7 A To call them up out of the blue?</p> <p>8 Q Right. To just suggest loans to them without</p> <p>9 them saying they needed money?</p> <p>10 A Right.</p> <p>11 Q So the process -- the whole loan process begins</p> <p>12 with the client saying they need money?</p> <p>13 A Yes.</p> <p>14 Q All right. And when clients would ask for</p> <p>15 loans, you didn't always send them to the same</p> <p>16 company, did you?</p> <p>17 A Initially, yes, we did. And then I actually</p> <p>18 think I was the one who set up the relationship</p> <p>19 between PCF, Preferred Capital Funding.</p> <p>20 Brian Garelli owned it.</p> <p>21 And then that happened later on down the</p> <p>22 road where we were allowed to refer to</p> <p>23 Liberty Capital, PCF, and then I think there</p> <p>24 was one more I can't remember off the top of my</p> <p>25 head.</p> | <p style="text-align: right;">Page 204</p> <p>1 your cases, the clients did not have loans?</p> <p>2 A That's an accurate statement.</p> <p>3 MR. BARMEN: I'm sorry. Accurate</p> <p>4 or inaccurate.</p> <p>5 THE WITNESS: Accurate.</p> <p>6 MR. BARMEN: Thank you.</p> <p>7 Q You mentioned in your affidavit that there was</p> <p>8 a period of time where you were -- there was</p> <p>9 some instructions regarding referring to</p> <p>10 Liberty Capital, correct?</p> <p>11 A Yes.</p> <p>12 Q Can you explain that to me?</p> <p>13 A It was shortly after I began working there and</p> <p>14 I wasn't -- I didn't understand the loans so</p> <p>15 much, but there was an e-mail that came out by</p> <p>16 Brandy that said, "Make sure all cases go to</p> <p>17 Liberty Capital."</p> <p>18 And then shortly thereafter, it had to be</p> <p>19 within a few months after that, that she sent</p> <p>20 out another e-mail that said, "Refer to all</p> <p>21 three of these places." And it was</p> <p>22 Liberty Capital, PCF and Oasis.</p> <p>23 And I think in that e-mail, from what I</p> <p>24 recall, I do not have a copy of it, she said,</p> <p>25 "In this order." So it was Liberty Capital,</p> |

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| <p style="text-align: right;">Page 205</p> <p>1 then PCF, then Oasis.</p> <p>2 Q Did anybody explain the reason why --</p> <p>3 A No.</p> <p>4 Q -- they said to recommend Liberty Capital first</p> <p>5 for a period of time?</p> <p>6 A No.</p> <p>7 Q And it was just for a period of time? You</p> <p>8 don't recall how long it was, do you?</p> <p>9 A No, I don't.</p> <p>10 Q Would you agree that the majority of the loans</p> <p>11 on your case were not with Liberty Capital?</p> <p>12 A I don't know. I can't answer that. I'm not</p> <p>13 for sure.</p> <p>14 Q If we ran the numbers and looked it up and</p> <p>15 found out that the majority of yours were not</p> <p>16 with Liberty Capital, would that -- would that</p> <p>17 surprise you? Would you think that's</p> <p>18 completely inaccurate?</p> <p>19 A I would have no emotion. I have no --</p> <p>20 Q You have no idea?</p> <p>21 A Right.</p> <p>22 Q Okay. So whatever the -- whatever is in the</p> <p>23 system is in the system?</p> <p>24 A Right.</p> <p>25 Q Okay. Fair enough.</p> | <p style="text-align: right;">Page 207</p> <p>1 them. Paul Steele actually missed a lien that</p> <p>2 way because his paralegal, Heather Macklin,</p> <p>3 signed and didn't save it to the file.</p> <p>4 Q What do you know the paralegal signed? I don't</p> <p>5 understand.</p> <p>6 A I don't know what their jobs -- honestly, I</p> <p>7 don't know what their job duties -- well, their</p> <p>8 inner workings. Whatever happened in their</p> <p>9 office, I can't speak to that.</p> <p>10 Q Didn't the lawyer have to sign and acknowledge</p> <p>11 that the loan existed basically so that -- to</p> <p>12 protect the interests of the loan company?</p> <p>13 A Yes. But there were some instances where you</p> <p>14 could have your paralegal sign it. You forward</p> <p>15 it to them or have them go on your computer. I</p> <p>16 don't remember specifically.</p> <p>17 I know Paul Steele missed a loan like</p> <p>18 that because his paralegal signed it for him</p> <p>19 and didn't save it to the file. I think the</p> <p>20 issue with my PCF one was that my paralegal</p> <p>21 didn't save it to the file. But maybe I -- I</p> <p>22 think I signed it and she didn't save it to the</p> <p>23 file, so we missed it.</p> <p>24 Q All right. So that's the PCF loan issue where</p> <p>25 there was a dock because that was the amount of</p> |
| <p style="text-align: right;">Page 206</p> <p>1 A I recall that most of my employment it was the</p> <p>2 three. We had the option to refer to three.</p> <p>3 Q Okay. I want to go back to this issue about</p> <p>4 when you testified that your pay was docked</p> <p>5 because you got fired on a case. Do you</p> <p>6 remember that?</p> <p>7 A Yes.</p> <p>8 Q You were paid a salary and a bonus, correct?</p> <p>9 A Correct.</p> <p>10 Q So would you agree that any deductions that</p> <p>11 ever came out of your "pay" were out of your</p> <p>12 bonus?</p> <p>13 A I don't know. I don't recall where they were</p> <p>14 taken from.</p> <p>15 Q Okay. Do you recall whether or not the amount</p> <p>16 that was docked was \$250?</p> <p>17 A No. There was more that was docked. I think</p> <p>18 there was --</p> <p>19 Q You don't remember how much, but you think it</p> <p>20 was more than 250?</p> <p>21 A I think the PCF loan was, I don't know, 2,000.</p> <p>22 Q What happened with the PCF loan? It didn't get</p> <p>23 paid back?</p> <p>24 A Right. Off of a case. But it was a gray area,</p> <p>25 because paralegals could sign for us on some of</p> | <p style="text-align: right;">Page 208</p> <p>1 the loan that went out the door, right? The</p> <p>2 client got the money and the money should have</p> <p>3 gone to the loan company?</p> <p>4 A Yes. Well -- well, this is -- I think this was</p> <p>5 towards the end of my employment and this is</p> <p>6 where I was just getting so frustrated, because</p> <p>7 I had called Brian Garelli to ask for a</p> <p>8 reduction on the loan. Let him know, hey, I'm</p> <p>9 personally liable for this. I'll pay you for</p> <p>10 it, but can I get a reduction on it.</p> <p>11 So the reduction was even less than what</p> <p>12 KNR took from my paycheck, from what I recall.</p> <p>13 So I don't know if that answers your question.</p> <p>14 Q We got off the path here a little bit.</p> <p>15 Originally -- my original question was</p> <p>16 the amount that was deducted from your pay when</p> <p>17 you were terminated from a case, do you recall</p> <p>18 if that was \$250 or do you have no</p> <p>19 recollection?</p> <p>20 A I don't have any recollection.</p> <p>21 Q And the reason that that was deducted was</p> <p>22 because of -- what was communicated to you was</p> <p>23 performance issues on your part, you didn't</p> <p>24 call enough?</p> <p>25 A No.</p> |

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|---|--|
| <p style="text-align: right;">Page 209</p> <p>1 Q You didn't stay in contact with a client?</p> <p>2 A I've never had any communications -- like who</p> <p>3 -- I mean who are you referring to?</p> <p>4 Q When they told you they were taking the money</p> <p>5 from your -- it's my understanding that the</p> <p>6 money is taken from your bonus check, they</p> <p>7 deduct it out of there. When they took it out,</p> <p>8 did somebody explain to you why they took it</p> <p>9 out?</p> <p>10 A Maybe Paul would have.</p> <p>11 Q You don't have any specific recollection, it</p> <p>12 sounds like?</p> <p>13 A Right. I don't have -- no. It was a small</p> <p>14 amount.</p> <p>15 Q You don't recall him discussing any specifics</p> <p>16 with you related to your performance in that</p> <p>17 deduction?</p> <p>18 A No. My performance was never discussed. They</p> <p>19 were always saying, "Amanda, you'll be fine.</p> <p>20 You can do it. You've settled so many cases.</p> <p>21 It's okay if you don't hit this number."</p> <p>22 Q Well, they didn't say it was okay when they</p> <p>23 were taking \$250, if it was that much, from</p> <p>24 your pay?</p> <p>25 A Yeah. They didn't reprimand me for it. I mean</p> | <p style="text-align: right;">Page 211</p> <p>1 A Yes.</p> <p>2 Q Well, if we checked into that and we couldn't</p> <p>3 find any months where there were no referrals</p> <p>4 from Town & Country, would you agree that you</p> <p>5 could be mistaken about that?</p> <p>6 A No. Well, unless Paul led me otherwise.</p> <p>7 Q So your only basis for that is something that</p> <p>8 Paul told you?</p> <p>9 A Right.</p> <p>10 Q Do you understand that it was your</p> <p>11 responsibility as the attorney on the file</p> <p>12 representing the client to make sure that the</p> <p>13 client understood the Fee Agreement?</p> <p>14 MR. PATTAKOS: Objection.</p> <p>15 A Yes.</p> <p>16 Q You were the only lawyer who was talking to</p> <p>17 them, right?</p> <p>18 A Well, aside -- I don't know what the</p> <p>19 investigators would say when they were going</p> <p>20 over the paperwork with them.</p> <p>21 Q But you're the lawyer. So I mean --</p> <p>22 A Right. If they had question.</p> <p>23 Q -- law school 101 here. It was your</p> <p>24 responsibility as the lawyer to make sure the</p> <p>25 client understand the Fee Agreement?</p> |
| <p style="text-align: right;">Page 210</p> <p>1 I think every attorney had money taken from</p> <p>2 their pay.</p> <p>3 Q Well, isn't having money taken from your pay a</p> <p>4 reprimand of some sort?</p> <p>5 A Well, yeah. It's definitely not a bonus.</p> <p>6 Q Your allegation that there was an agreed</p> <p>7 three-to-one ratio on Town & Country referrals,</p> <p>8 do you have any knowledge as to whether or not</p> <p>9 that was ever complied with, whether it was</p> <p>10 actually three-to-one?</p> <p>11 A Yeah. Paul told me.</p> <p>12 Q Anything other than Paul telling you?</p> <p>13 A No.</p> <p>14 Q You don't have any data or anything like that?</p> <p>15 A None.</p> <p>16 Q You never saw any data on that when you were</p> <p>17 there, did you?</p> <p>18 A None.</p> <p>19 Q You also testified that there were zero</p> <p>20 referrals in one month from Town & Country?</p> <p>21 A Yes.</p> <p>22 Q And that was because, in your opinion -- or</p> <p>23 somebody had told you that --</p> <p>24 A Naz was mad.</p> <p>25 Q -- Naz was mad?</p> | <p style="text-align: right;">Page 212</p> <p>1 MR. PATTAKOS: Objection.</p> <p>2 A Well, if someone didn't explain to them first,</p> <p>3 right. If they ask questions, yeah.</p> <p>4 Q So you don't have to agree with me. If you</p> <p>5 don't, that's fine. I'll just take the</p> <p>6 opposite then.</p> <p>7 So you don't think it was necessarily</p> <p>8 your responsibility to make sure client</p> <p>9 understood the Fee Agreement?</p> <p>10 A I don't think I said that.</p> <p>11 Q Okay. Well, then --</p> <p>12 A Yeah. If they have questions about the</p> <p>13 Fee Agreement, then, yeah. My job is to answer</p> <p>14 it for them.</p> <p>15 Q Regardless of whether they ask any questions or</p> <p>16 not, when you get on that first phone call with</p> <p>17 the client --</p> <p>18 A Yeah. You explain your cut. That's basically</p> <p>19 it.</p> <p>20 Q Right. You explain the Fee Agreement to them,</p> <p>21 right? Because you want to make sure they</p> <p>22 understand it before they sign it?</p> <p>23 A If they haven't already signed it.</p> <p>24 Q You already know that an investigator is going</p> <p>25 to be sent out for them to sign it?</p> |

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| <p style="text-align: right;">Page 213</p> <p>1 A If they haven't already.</p> <p>2 Q If they haven't already?</p> <p>3 A Correct.</p> <p>4 Q And they're going to go out there and get --</p> <p>5 well, supposedly within 24 hours, they're going</p> <p>6 to go out there and get them signed up?</p> <p>7 A Correct.</p> <p>8 Q Okay. And you understand that unless they call</p> <p>9 you with more questions, that your only</p> <p>10 opportunity is in that first phone call, right?</p> <p>11 A Right.</p> <p>12 Q And I don't think there's any dispute that</p> <p>13 during that time, it's your responsibility to</p> <p>14 accurately explain it to them?</p> <p>15 A Right.</p> <p>16 Q If they ask you any questions about the</p> <p>17 Fee Agreement -- you said sometimes they have</p> <p>18 questions -- did you answer those questions</p> <p>19 honestly?</p> <p>20 A Yes, I did.</p> <p>21 Q Are you aware of any lawyer at KNR ever being</p> <p>22 disciplined by the Bar for any reason at all?</p> <p>23 A Not disciplined, no.</p> <p>24 Q The affidavit, did you make any changes or</p> <p>25 suggestions or revisions to that thing?</p> | <p style="text-align: right;">Page 215</p> <p>1 A No.</p> <p>2 Q What about Gary Petty?</p> <p>3 A No.</p> <p>4 Q Have you talked to Gary Petty?</p> <p>5 A No. I've never met Gary Petty.</p> <p>6 Q What about Kelly Phillips?</p> <p>7 A Have not talked to him since shortly after I</p> <p>8 left.</p> <p>9 Q When is the last time you talked to</p> <p>10 Paul Steele?</p> <p>11 A He tried calling after he left, but I did not</p> <p>12 talk to him then. So it was probably the last</p> <p>13 day that I worked at KNR.</p> <p>14 Q So you haven't talked to him at all while this</p> <p>15 case was pending?</p> <p>16 A No.</p> <p>17 Q We went through a few of the instances where</p> <p>18 you believed that you may have mislead clients.</p> <p>19 My question for you in regard to that is can</p> <p>20 you quantify how your clients may have been</p> <p>21 financially impacted by your conduct?</p> <p>22 A No. No, I couldn't. Because I would --</p> <p>23 because ultimately it increased the bill on</p> <p>24 the case wherever we encouraged them to treat.</p> <p>25 So if we were going to get paid on a case, it</p> |
| <p style="text-align: right;">Page 214</p> <p>1 MR. PATTAKOS: Objection.</p> <p>2 A I have not.</p> <p>3 Q Okay. Have you talked to Rob Horton -- well,</p> <p>4 why don't we start this way.</p> <p>5 Have you reviewed the testimony of any</p> <p>6 other witnesses in this case?</p> <p>7 A No, I have not.</p> <p>8 Q You have not seen any transcripts?</p> <p>9 A No, I have not.</p> <p>10 Q Did you speak with Mr. Horton about anything</p> <p>11 about this case?</p> <p>12 A No. Not about this case. We talked a lot</p> <p>13 after I was fired, but it's kind of dwindled</p> <p>14 out. And I provided -- did I give you the</p> <p>15 text messages over the past --</p> <p>16 Q You did.</p> <p>17 A Yeah. So, no. We just have been -- I was made</p> <p>18 aware by Peter that he signed a confidentiality</p> <p>19 agreement, so I haven't tried to reach out to</p> <p>20 him.</p> <p>21 Q Are you aware he testified in this case, gave a</p> <p>22 deposition?</p> <p>23 A Yeah. Just through what Peter told me.</p> <p>24 Q All right. So you haven't talked to Mr. Horton</p> <p>25 about his testimony?</p> | <p style="text-align: right;">Page 216</p> <p>1 was more likely that we, as in the client and</p> <p>2 the firm, were going to get paid if there were</p> <p>3 more bills as if they were less bills.</p> <p>4 So no, I can't quantify. I don't believe</p> <p>5 that the client was financially disadvantaged.</p> <p>6 If anything, they may have gotten more money</p> <p>7 than if they didn't get any extra treatment.</p> <p>8 Q I want to go back -- hopefully this is the last</p> <p>9 topic I have for you about the reasons you may</p> <p>10 have been terminated. Why do you think you</p> <p>11 were terminated?</p> <p>12 A I had started looking for a job. In my entire</p> <p>13 time there, I never took a lunch break. Always</p> <p>14 worked through lunch. They had a rule that</p> <p>15 your paralegal and your lawyer couldn't be out</p> <p>16 at the same time, so I just always let my</p> <p>17 paralegal go. I didn't want to restrict her</p> <p>18 because they didn't get paid S H I T while they</p> <p>19 were there, so I figured that was her only</p> <p>20 reprieve.</p> <p>21 So then when -- after the Punta Cana</p> <p>22 trip, I set up some job interviews and took a</p> <p>23 couple lunches to go interview. And then I</p> <p>24 think it was the day after, the day of or the</p> <p>25 day after that I left for a doctor's</p> |

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| <p style="text-align: right;">Page 217</p> <p>1 appointment. It wasn't a doctor's appointment. 2 It was an interview. I get back to the office 3 and Brandy asked where I was and where my 4 doctor was. And then I think it was that 5 afternoon that Paul Steele called me into his 6 office and said that I'm not a long-term fit 7 for the office. 8 Q Okay. 9 A So I do have theories on that. It's either 10 Paul -- remember, I told that you Paul and I 11 went to West Virginia the day before or a 12 couple days before to sign up a death case, and 13 he knew my frustrations. I had reached a 14 breaking point at that point and told him that 15 this has got to change. And I even talked to 16 him about maybe going off and doing our own 17 thing. And then that's one of my theories is 18 maybe he said something. 19 I had confided in one other lawyer there 20 too, because I used them as a reference, and 21 that was Tony Hall. 22 And then -- but I do believe that it -- 23 that they were tracking our phones. Because 24 when we were in Punta Cana, they could see 25 where our phones were with location. It was</p> | <p style="text-align: right;">Page 219</p> <p>1 for a Columbus attorney. But the paralegals 2 and I, I don't feel like -- my own paralegals, 3 we didn't have any personal issues. It was 4 just they couldn't keep up, so they got burnt 5 out and would leave. Or they would -- like 6 Akron was always sending in help for my 7 paralegals, so. 8 Q What I'm talking about is personal complaints 9 or disputes between yourself and members of the 10 staff. Do you recall that happening while you 11 were there? 12 A One with Heather -- Well, multiple times with 13 Heather Macklin. We were on no talking terms. 14 Q All right. Who is Courtney? 15 A Was she at the Columbus office? 16 Q You don't recall anyone named Courtney? 17 A Is she a paralegal? We had paralegal A, B and 18 then intake. 19 - - - - - 20 (Defendant's Exhibit Lantz H was marked.) 21 - - - - - 22 Q I'll give you a minute to look at it. 23 A Okay. I'm all done. 24 Q This is an e-mail from Paul Steele to 25 Brandy Brewer at the top. And then below that</p> |
| <p style="text-align: right;">Page 218</p> <p>1 the first time I had an I-phone. I had always 2 had the droids before that. 3 So I learned there that -- with the other 4 attorneys that they can track your location 5 with the phone. I never figured it out. I 6 didn't believe that they were actually doing 7 that. So it was kind of in the back of my mind 8 that they were just checking that I wasn't 9 actually at a doctor's appointment or at lunch 10 on the days that I was interviewing downtown 11 Columbus. 12 Q All right. So if I can put it in a nutshell, I 13 think what you're trying to tell me, and 14 correct me if I'm wrong, what you're trying to 15 tell me is you think they terminated you 16 because they thought you were looking for 17 another job? 18 A Most likely. 19 Q That's what you think? 20 A Or that I was checked out at that point. 21 Q Okay. I think you previously told me that you 22 deny having issues with the staff while you 23 worked there? 24 A Right. Well, I went through a lot of 25 paralegals, but I was also there a long time</p> | <p style="text-align: right;">Page 220</p> <p>1 is an e-mail from Susanna Kline to Paul Steele. 2 Do you see that? 3 A Okay. So Susanna sent it to Paul and Paul 4 forwarded it to Brandy. Is that what you're 5 tell me? 6 Q Yep. 7 A Okay. 8 Q And the subject matter of the e-mail is, 9 "Drama, drama, drama." Correct? 10 A Yes, it is. 11 Q And you were also the subject of the e-mail? 12 A It appears so. 13 Q Do you recall this incident? 14 A I do not at all. 15 MR. PATTAKOS: Objection to the 16 characterization of the subject of the e-mail. 17 MR. POPSON: I'm not 18 characterizing it. It says, "Subject: "Drama, 19 drama, drama." Correct? 20 MR. PATTAKOS: Yeah. But then 21 you said Amanda was the subject. 22 Q Okay. Well, are you or are you not the subject 23 of the e-mail? 24 MR. PATTAKOS: I'm just saying -- 25 MR. POPSON: Oh. She's not in</p> |

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| <p style="text-align: right;">Page 221</p> <p>1 the subject line. Got it.</p> <p>2 MR. PATTAKOS: That's all I'm</p> <p>3 objecting to.</p> <p>4 MR. POPSON: Okay. Understood.</p> <p>5 Q You're not in the subject line, but your</p> <p>6 conduct is the subject of the e-mail, correct?</p> <p>7 A Correct. It is.</p> <p>8 MR. PATTAKOS: One of the</p> <p>9 subjects.</p> <p>10 Q Do you recall this e-mail?</p> <p>11 A No. I was never shown this e-mail. This issue</p> <p>12 was never brought about before me. And this</p> <p>13 was almost a full year -- I still worked here a</p> <p>14 full year after this. I was not reprimanded</p> <p>15 for any -- I don't even recall this incident.</p> <p>16 I think Paul probably brushed it off and</p> <p>17 Brandy did because, one, I was producing a lot.</p> <p>18 But, two, a lot of these girls were in their on</p> <p>19 little drama world dealing with each other's</p> <p>20 like -- I don't know what to call it -- FOMO,</p> <p>21 fear of missing out. So they had their own</p> <p>22 little drama with their own little spouts.</p> <p>23 But no. I don't remember -- I mean maybe</p> <p>24 I came across as rude, but sometimes it's --</p> <p>25 I've worked with females before and,</p> | <p style="text-align: right;">Page 223</p> <p>1 drinks after work and say, "Oh, Courtney,</p> <p>2 sorry. This is just for the paralegal A's."</p> <p>3 And I think Courtney was always just a front</p> <p>4 desk girl.</p> <p>5 So she would come to my office and tell</p> <p>6 me that Heather was picking on her or some of</p> <p>7 the other girls were leaving her out. And I</p> <p>8 was always the go-to for her to -- like to be</p> <p>9 her speaking voice to Paul. And so, yeah.</p> <p>10 That's --</p> <p>11 Q Who is Susanna Kline?</p> <p>12 A She was a litigation paralegal for</p> <p>13 Walt Messenger and she left -- yeah. She left</p> <p>14 I think during -- before I did.</p> <p>15 Q Do you deny that this incident occurred or you</p> <p>16 just don't recall?</p> <p>17 A I don't recall it at all.</p> <p>18 Q Do you recall any other instances where you</p> <p>19 were shouting at the staff?</p> <p>20 A Not shouting. But I probably -- I can come</p> <p>21 across in a very stern manner. But no, I would</p> <p>22 never shout. I'm not going to lose my cool.</p> <p>23 I've never been that type of person.</p> <p>24 And we usually had clients in the office.</p> <p>25 With the volume we had, there was always</p> |
| <p style="text-align: right;">Page 222</p> <p>1 ironically, I work in a firm with all females</p> <p>2 right now and we get along great. But I know</p> <p>3 that younger females can take things very</p> <p>4 emotionally and older men like Mr. Best. Are</p> <p>5 you awake? So no, I don't recall.</p> <p>6 Q Do you think it's appropriate to just</p> <p>7 generalize? When you called them girls, how</p> <p>8 old are these people?</p> <p>9 A These were young staff girls. I don't know.</p> <p>10 They were -- I think they were all younger than</p> <p>11 me.</p> <p>12 But now I do know Courtney. The girls</p> <p>13 picked on her so bad. Let me tell you this.</p> <p>14 When she first started, she always did</p> <p>15 throughout her whole employment, she would</p> <p>16 pencil in her eyebrows, like purple, green or</p> <p>17 blue, and sometimes wear like colored contacts,</p> <p>18 like orange ones, and the girls would pick on</p> <p>19 her.</p> <p>20 And so she would always come into my</p> <p>21 office. I was the only one in that Columbus</p> <p>22 office who would report it to Brandy or Paul</p> <p>23 and say, "Hey, the girls are picking on</p> <p>24 Courtney again. They're leaving her out." Or</p> <p>25 they would make it known they were going to get</p> | <p style="text-align: right;">Page 224</p> <p>1 someone in the office. I'm not going to put</p> <p>2 off that image.</p> <p>3 Q Do you recall working with an adjuster who</p> <p>4 handled U-Haul cases?</p> <p>5 A Yes, I do. I know which one you're getting at.</p> <p>6 This is shortly after I became employed</p> <p>7 at KNR, I think. And, oh, gosh. I was working</p> <p>8 really late nights. I don't remember his name,</p> <p>9 but Paul told me that he was really difficult</p> <p>10 to work with. And so it was kind of two</p> <p>11 complicated cases we had with the firm and</p> <p>12 Tony Hall who was the other attorney handling</p> <p>13 the case at some point.</p> <p>14 So it was late at night one night, like</p> <p>15 8:00 or so, and this adjuster had just been</p> <p>16 putting us through the ringer with these cases</p> <p>17 and kind of been condescending, and so I wrote</p> <p>18 a snarky e-mail, very snarky. And so then he</p> <p>19 reported it to Rob Nestico and then Rob Nestico</p> <p>20 had a phone conference with Tony Hall and I,</p> <p>21 because we both kind of double-teamed this</p> <p>22 adjuster about -- we just bullied him. And I</p> <p>23 sent the one e-mail.</p> <p>24 So yeah. We had a phone conference with</p> <p>25 Rob Nestico after this.</p> |

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| <p style="text-align: right;">Page 225</p> <p>1 - - - - -</p> <p>2 (Defendant's Exhibit Lantz I was marked.)</p> <p>3 - - - - -</p> <p>4 Q All right. So you had a run-in with this</p> <p>5 adjuster from U-Haul and it was -- it made the</p> <p>6 adjuster so angry that the adjuster didn't want</p> <p>7 to deal with you anymore, right?</p> <p>8 A You know, I don't know if the adjuster didn't</p> <p>9 want to deal with me or if -- yeah. I don't</p> <p>10 know how he felt. I mean I don't know if he</p> <p>11 said at any point, "I don't want Amanda on any</p> <p>12 of my cases."</p> <p>13 Q All right. But he felt strongly enough about</p> <p>14 it to report your conduct to somebody else here</p> <p>15 at the firm as unprofessional, correct?</p> <p>16 A Right.</p> <p>17 Q And, because of that, when another U-Haul case</p> <p>18 came in, we had to make sure -- KNR had to make</p> <p>19 sure that you were not assigned that case,</p> <p>20 right?</p> <p>21 A I don't know if it's all U-Haul. It was just a</p> <p>22 case if that adjuster was on. So I don't know</p> <p>23 if he was exclusive to just U-Haul cases, but</p> <p>24 any case that that adjuster was on went to a</p> <p>25 different attorney.</p> | <p style="text-align: right;">Page 227</p> <p>1 name.</p> <p>2 MR. POPSON: Yeah. We tried to</p> <p>3 get them all out. We don't always succeed, but</p> <p>4 we try.</p> <p>5 MR. PATTAKOS: I know. I'm just</p> <p>6 being vigilant here.</p> <p>7 Q Ready?</p> <p>8 A Yep.</p> <p>9 Q All right. We'll start at the back. That's</p> <p>10 usually the best way to do anything with</p> <p>11 e-mails, right?</p> <p>12 All right. So if we go back to the</p> <p>13 second to last page, we have an e-mail from you</p> <p>14 to Mike Spiers. Who is Mike Spiers?</p> <p>15 A He was an adjuster at Safe Auto.</p> <p>16 Q And what are you doing with your first e-mail?</p> <p>17 A Where it says -- the one on March 10?</p> <p>18 Q "Hi, Mike." Yeah. March 9.</p> <p>19 A I'm asking him who the adjuster is.</p> <p>20 Q And in the next e-mail he lets you know who it</p> <p>21 is, correct?</p> <p>22 A Correct.</p> <p>23 Q All right. And then you have an e-mail to</p> <p>24 Mr. Spiers and you copy Heather Macklin on the</p> <p>25 next page. This is March 10, 2015 at</p> |
| <p style="text-align: right;">Page 226</p> <p>1 Q All right. So it sounds like you don't deny</p> <p>2 that you made rude comments to the adjuster?</p> <p>3 A No. I don't deny it at all. And that was the</p> <p>4 only reprimanding that I had when I was at KNR.</p> <p>5 - - - - -</p> <p>6 (Defendant's Exhibit Lantz J was marked.)</p> <p>7 - - - - -</p> <p>8 Q I'll give you a second to look at it. There's</p> <p>9 a couple different e-mail chains in there.</p> <p>10 A Yeah. All part of the same exhibit?</p> <p>11 Q Yeah.</p> <p>12 A Okay. Yeah. I see them.</p> <p>13 Q All right. Just let me know when you're ready.</p> <p>14 A Yeah. I might just have to refresh my memory</p> <p>15 as we go.</p> <p>16 Q That's fine. Go for it.</p> <p>17 MR. PATTAKOS: There's a client</p> <p>18 name in here.</p> <p>19 MR. POPSON: Well, we tried to</p> <p>20 get them out.</p> <p>21 MR. PATTAKOS: On the last page</p> <p>22 or second -- I guess it's second to last page.</p> <p>23 It's the last page with any content on the</p> <p>24 March 10, 2015 e-mail.</p> <p>25 Oh. I'm sorry. That's an adjuster's</p> | <p style="text-align: right;">Page 228</p> <p>1 8:34 a.m. Who is Heather Macklin?</p> <p>2 A She was Paul's paralegal.</p> <p>3 Q All right. And you tell Mike what? You told</p> <p>4 Mike that your paralegal e-mailed it to the</p> <p>5 wrong adjuster, right?</p> <p>6 A Oh. Yes.</p> <p>7 Q And then Heather wrote you back and said?</p> <p>8 A "Maybe you should see Needles." Is that the</p> <p>9 one you're referring to?</p> <p>10 Q Yeah. That's the one I'm referring to.</p> <p>11 Do you recall this incident?</p> <p>12 A I'm not denying that this conversation</p> <p>13 happened, but this wasn't anything that stuck</p> <p>14 out in my mind.</p> <p>15 Q What did you write back to Heather? Or no.</p> <p>16 You forwarded this to Jenna, Paul and Brandy.</p> <p>17 And what did you say?</p> <p>18 A Do you want me to read it?</p> <p>19 Q Sure.</p> <p>20 A "I'm so damn sick of this attitude from</p> <p>21 Heather. She sent me another e-mail yesterday</p> <p>22 saying clearly I'm not in the office."</p> <p>23 Q Why was Heather giving you attitude by telling</p> <p>24 you to look at Needles?</p> <p>25 A Well, okay. So where I said, "She sent another</p> |

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| <p style="text-align: right;">Page 229</p> <p>1 e-mail yesterday saying clearly I wasn't this</p> <p>2 the office", there was a separate e-mail</p> <p>3 referencing that.</p> <p>4 Q Right.</p> <p>5 A But I don't know what she was -- I don't know</p> <p>6 at all what this was referring to when she</p> <p>7 said, "Maybe you should see Needles."</p> <p>8 There was -- there may have been a</p> <p>9 conversation with Mike Spiers on the phone</p> <p>10 about not getting the demand package.</p> <p>11 Yeah. I don't know. Yeah.</p> <p>12 Q All right. Then this is March 10, 2015, right?</p> <p>13 A Right.</p> <p>14 Q The next page you sent an e-mail to Paul Steele</p> <p>15 with this information saying, "This isn't</p> <p>16 working for me today. I need to go home."</p> <p>17 Do you recall being so angry at work that</p> <p>18 you had to go home in the morning?</p> <p>19 MR. PATTAKOS: Objection.</p> <p>20 A Yeah. I'm not for sure. I don't remember that</p> <p>21 specific day.</p> <p>22 Q All right. The next set of e-mails begins with</p> <p>23 an e-mail from you to Jenna Wiley. Who is</p> <p>24 Jenna Wiley?</p> <p>25 A She was a paralegal manager.</p> | <p style="text-align: right;">Page 231</p> <p>1 Q This is the case where you missed the loan?</p> <p>2 A Right. Yep. Well, based on the e-mails, that</p> <p>3 appears to be.</p> <p>4 Q All right. I think we actually already talked</p> <p>5 about the fact that you missed a loan?</p> <p>6 A Yeah. I'm not denying that.</p> <p>7 Q Right.</p> <p>8 A But it wasn't grounds for termination.</p> <p>9 other lawyers missed loans too. I mean KNR</p> <p>10 never fired other employees for missing loans.</p> <p>11 Q Well, I mean you were an at-will employee,</p> <p>12 right?</p> <p>13 A Right.</p> <p>14 Q So if --</p> <p>15 A Yeah. I didn't mean to say grounds.</p> <p>16 Q So if the employer determined that you weren't</p> <p>17 getting along with the staff and you were</p> <p>18 missing loans and they wanted to terminate you,</p> <p>19 they had every right that?</p> <p>20 A Or that they found out that I was interviewing</p> <p>21 at other jobs.</p> <p>22 Q Even if that's the case right?</p> <p>23 A Oh, yeah. I never disputed that. Never wanted</p> <p>24 to come back. There was a reason I was</p> <p>25 interviewing at other positions.</p> |
| <p style="text-align: right;">Page 230</p> <p>1 Q And this e-mail was sent after you left KNR,</p> <p>2 correct?</p> <p>3 A Yes. And that's when -- because the job I took</p> <p>4 after KNR that I was interviewing for at KNR</p> <p>5 was the position of a legal recruiter at Robert</p> <p>6 Half Legal, so I had tried to recruit her or</p> <p>7 let her know of a position that was open if she</p> <p>8 was interested.</p> <p>9 Q Not just her, right? Didn't you attempt to</p> <p>10 communicate with several KNR employees about</p> <p>11 other opportunities --</p> <p>12 A I don't know.</p> <p>13 Q -- after you left?</p> <p>14 A I don't know that I would have Jenna stood out.</p> <p>15 She was a hard worker. Yeah. I don't know</p> <p>16 specifically which ones I would have reached</p> <p>17 out to. Maybe I did. But this is a</p> <p>18 significant amount of time ago and it was a</p> <p>19 short period.</p> <p>20 Q All right. Moving forward, still onto the next</p> <p>21 page, it looks like we have some e-mails from</p> <p>22 March going back to 2015 again here?</p> <p>23 A Uh-huh.</p> <p>24 Q March 13, 2015?</p> <p>25 A Right.</p> | <p style="text-align: right;">Page 232</p> <p>1 Q All right. And then the last e-mail chain here</p> <p>2 it looks like it starts with an e-mail,</p> <p>3 Carly McQuillen. Who is Carly McQuillen?</p> <p>4 A I think -- I don't know if she was a paralegal</p> <p>5 at one time and then front desk, but I think</p> <p>6 most of her time there was front desk.</p> <p>7 Q When you read her e-mail, does any of that</p> <p>8 sound familiar to you?</p> <p>9 A Are you looking at --</p> <p>10 Q This would be the second page in the packet.</p> <p>11 It says, "March" -- at the bottom of the page</p> <p>12 it says, "March 10, 2015, Carly McQuillen</p> <p>13 wrote." It looks like a client complaint?</p> <p>14 A Hold on. I'm just trying to figure out who</p> <p>15 wrote what. Oh, yeah. This was a client that</p> <p>16 was a crack addict. She broke her arm and</p> <p>17 was --</p> <p>18 MR. PATTAKOS: Is that funny,</p> <p>19 David? What's funny about that?</p> <p>20 A I went to visit her at her house. I can</p> <p>21 picture her. I don't know her name. Long,</p> <p>22 blonde, frizzy hair. But she was -- she broke</p> <p>23 her arm and she wouldn't go get treatment for</p> <p>24 it. She went initially for treatment, but</p> <p>25 didn't want to go back because they weren't</p> |

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| <p style="text-align: right;">Page 233</p> <p>1 giving her more pills.</p> <p>2 So she was addicted. So was the guy that</p> <p>3 was living with her. But she was calling nine</p> <p>4 times a day. That's an exaggeration. But</p> <p>5 multiple times. It may not be an exaggeration.</p> <p>6 But she was calling multiple times a day</p> <p>7 wanting money on her case.</p> <p>8 So she had already gotten more loans on</p> <p>9 her case than what the policy limits were on</p> <p>10 her case. So she was difficult, but I had the</p> <p>11 case documented. It was -- it was a non-issue</p> <p>12 for a case.</p> <p>13 MR. PATTAKOS: Her name is on</p> <p>14 here too. If you look at the top, the client</p> <p>15 name is at the top of the page. And I think on</p> <p>16 the next page there's another client name at</p> <p>17 the top as well, so you probably want to</p> <p>18 reprint these and redact them.</p> <p>19 MR. POPSON: I don't see it</p> <p>20 still.</p> <p>21 MR. PATTAKOS: Look at the very</p> <p>22 top in the center.</p> <p>23 MR. POPSON: Very top in the</p> <p>24 center of the second page?</p> <p>25 MR. PATTAKOS: Yeah.</p> | <p style="text-align: right;">Page 235</p> <p>1 remotely, because I was -- I was obviously not</p> <p>2 in the office at that time if you look at my</p> <p>3 signature bar.</p> <p>4 Q Paul Steele's e-mail back to you and Carly and</p> <p>5 apparently Kevin Thompson states, "I will call</p> <p>6 her now since Amanda will not call her."</p> <p>7 Right?</p> <p>8 A Right.</p> <p>9 Q And apparently you're telling me that you</p> <p>10 weren't in the office at the time?</p> <p>11 A Yeah. You can tell by underneath Amanda Lantz,</p> <p>12 it doesn't have my full signature bar.</p> <p>13 Q All right. So then we have Paul Steele talking</p> <p>14 about -- he wrote back March 10, 2015,</p> <p>15 4:36 p.m. Now we're another ten minutes later,</p> <p>16 about speaking with the client, correct?</p> <p>17 A Right. She's on drugs. I remember that case</p> <p>18 vividly. I was the only one that went and met</p> <p>19 with her on at least two occasions.</p> <p>20 Q Okay. And in Paul's e-mail at 4:36 p.m., part</p> <p>21 of that e-mail states, "Amanda, this is an</p> <p>22 S case." Which you already explained to us,</p> <p>23 correct?</p> <p>24 A Right.</p> <p>25 Q "That you almost lost multiple times today all</p> |
| <p style="text-align: right;">Page 234</p> <p>1 MR. POPSON: Oh. I thought it was</p> <p>2 cut off, but I see it.</p> <p>3 MR. PATTAKOS: And the third page</p> <p>4 as well there's a different client name on the</p> <p>5 missed loan.</p> <p>6 A So it looks like she was telling -- the client</p> <p>7 was telling Carly that she didn't know what we</p> <p>8 were talking about. Every time she talks it's</p> <p>9 a -- every time she calls us it's a different</p> <p>10 story. Yeah. She was a very difficult person.</p> <p>11 Q All right. The e-mail above that is then from</p> <p>12 you. It says, "I'll call her in an hour."</p> <p>13 Right?</p> <p>14 A Right.</p> <p>15 Q That's 4:17 p.m.?</p> <p>16 A Correct.</p> <p>17 Q And then immediately after that we have</p> <p>18 Kevin Thompson. No. We have Paul Steele</p> <p>19 actually is the one who sent the e-mail and he</p> <p>20 copied you?</p> <p>21 A Not even ten minutes later saying, "I'll call</p> <p>22 her." That's how it worked at KNR. If you</p> <p>23 didn't act -- if you didn't drop everything on</p> <p>24 a moment's notice, regardless of what you were</p> <p>25 doing -- I could have been in the E.R. replying</p> | <p style="text-align: right;">Page 236</p> <p>1 because she was having trouble signing PCF loan</p> <p>2 papers. Not to mention Kevin and I wasting</p> <p>3 time today cleaning up your conversation with</p> <p>4 her this morning."</p> <p>5 A Right.</p> <p>6 Q Do you remember what your conversation was with</p> <p>7 her in the morning?</p> <p>8 A No. Absolutely I don't. She was difficult for</p> <p>9 the whole five days that we represented her.</p> <p>10 It might have been a week.</p> <p>11 Q And then Paul sent another e-mail that said he</p> <p>12 spoke to her. "Rebooting her phone worked.</p> <p>13 She is all set filing with PCF."</p> <p>14 Do you see that?</p> <p>15 A Uh-huh.</p> <p>16 Q And then you respond with an e-mail 5:42 p.m.</p> <p>17 Do you see that?</p> <p>18 A Yep. Defending myself. Because at that point</p> <p>19 I hadn't gotten a job offer yet from my other</p> <p>20 job, so -- you can tell when I kind of gave up,</p> <p>21 I mean around that date when I knew that I had</p> <p>22 one foot out the door. So that response at</p> <p>23 5:42 was just to be -- like to try to just make</p> <p>24 sure that if anything fell through with the job</p> <p>25 offer I had in the pipeline, that I could still</p> |

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| <p style="text-align: right;">Page 237</p> <p>1 fix what I had done with Paul, like ruined our 2 relationship at that point. I forgot about the 3 turmoil of that case. 4 Q Well, right or wrong, Paul was not happy with 5 the way you handled the client, correct? 6 A That specific case, no. But I think that was 7 after our trip to West Virginia, so he knew 8 that my heart wasn't in it. 9 Q He doesn't say anything about West Virginia or 10 your heart not being in it. What he says is, 11 "Did you tell her that she had to figure out 12 how to sign the PCF papers and there's nothing 13 we can do about them?" That's what he wrote 14 back to you, right? 15 A Is that what's in the e-mail? 16 Q Yeah. March 10, 2015, 5:46. 17 A Then I won't disagree with you. If that's in 18 the e-mail, I won't doubt he wrote it. 19 Q And you did not appreciate that question, 20 correct? 21 A Right. 22 Q And you wrote Paul back and told him all about 23 it, didn't you? 24 A Right. But you can also see, "I appreciate you 25 handling her issue. Please consider my side</p> | <p style="text-align: right;">Page 239</p> <p>1 member? 2 A Right. Right. Yeah there's -- 3 MR. POPSON: Just a minute. 4 I am done for now. Go ahead. 5 MR. BARMEN: Ma'am, my name is 6 Brad Barmen. I represent Dr. Ghoubrial in this 7 matter. I have some questions for you 8 following up on some of what Mr. Popson had to 9 say. 10 EXAMINATION OF AMANDA LANTZ, ESQ. 11 BY-MR.BARMEN: 12 Q If I ask you a question and you don't 13 understand it, please tell me that. Okay? 14 A All right. 15 Q If you answer my question, I'm going to assume 16 you understood it and I'm going to rely on the 17 answer. Is that fair? 18 A Fair. 19 Q I want to start with your affidavit which was 20 marked as Exhibit A. 21 A Yes. I have that. 22 Q I know you mentioned you don't really have 23 experience in civil litigation actually 24 litigating civil cases, right? 25 A Yes.</p> |
| <p style="text-align: right;">Page 238</p> <p>1 the next time." 2 So that's a real -- "Please consider my 3 side the next time" is a great way to explain 4 how all of KNR worked. It was -- yeah. 5 Always -- attorneys are always in the defense 6 mode, at least in the Columbus office. But 7 that probably speaks volumes as to why nobody 8 stayed there very long. 9 Q So I guess you disagree -- if Paul thinks you 10 mishandled this client, you disagree with that? 11 A Correct. Yeah. Because I do remember vividly 12 meeting with this client multiple times. 13 Q All right. I asked you earlier about a 14 confrontation you had with a staff member where 15 you called a staff member names. You said you 16 didn't recall that at all? 17 A Yeah. You said, "Piggy piggy"? 18 Q Uh-huh. 19 A Never in my life have I called anybody that. I 20 never used the word piggy, pig, anything 21 derogatory. That's not -- I think I would be a 22 little bit more creative if I used any type of 23 terms. 24 Q You deny that you were confronted about this 25 disagreement with or disagreement with a staff</p> | <p style="text-align: right;">Page 240</p> <p>1 Q But you know what an affidavit is? You're an 2 attorney? 3 A I do. 4 Q And you knew that when you agreed to sign this, 5 correct? 6 A Yes. 7 Q And in the beginning on the first page it says, 8 "I, Amanda Lantz, Esquire, having been duly 9 sworn, have personal knowledge of the following 10 matters of facts and testify as follows." 11 Right? 12 A Right. 13 Q And you understand when you execute an 14 affidavit, you are saying I am personally aware 15 of these facts. True? 16 A Correct. 17 Q And then on the last page where you signed it, 18 which is page 6, you signed it after the line 19 that says, "I affirm the above to be true and 20 accurate to the best of my knowledge under 21 penalty of perjury." 22 A Right. 23 Q And you stand by that, right? 24 A Correct. 25 Q Mr. Popson was questioning you about</p> |

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| <p style="text-align: right;">Page 241</p> <p>1 paragraph 6 of this affidavit, and that's the</p> <p>2 one having to do with the Kelly Phillips</p> <p>3 e-mail.</p> <p>4 A All right. You can go ahead.</p> <p>5 Q I want to make sure you're there.</p> <p>6 A I'm there.</p> <p>7 Q Three lines from the bottom where it says, "I</p> <p>8 know that Nestico was upset about this e-mail</p> <p>9 and sent an angry response to Mr. Phillips."</p> <p>10 We've already established you didn't have</p> <p>11 personal knowledge of that, right? That was</p> <p>12 based on what Kelly told you?</p> <p>13 MR. PATTAKOS: Objection.</p> <p>14 A No. It wasn't based on what Kelly told me. My</p> <p>15 testimony was it was based on what Paul told</p> <p>16 me.</p> <p>17 Q The point is you didn't know anything</p> <p>18 personally? You were basing that on what</p> <p>19 someone else told you, correct?</p> <p>20 A I, at the time, like I told you, this was not</p> <p>21 as big of a deal and my -- well, let me finish.</p> <p>22 Q Please.</p> <p>23 A So at the time, remember, I didn't make -- this</p> <p>24 was something I just brushed off pretty</p> <p>25 quickly. It didn't effect me. I had my own</p> | <p style="text-align: right;">Page 243</p> <p>1 MR. BARMEN: You can sit there</p> <p>2 and shake your head. I'm asking her.</p> <p>3 A I'm sorry. Can you repeat that?</p> <p>4 Q Sure. This is one example in your affidavit of</p> <p>5 you attesting to something that you did not</p> <p>6 have personal knowledge of. True?</p> <p>7 MR. PATTAKOS: Objection.</p> <p>8 A I don't know that I agree with the way you're</p> <p>9 phrasing it. I know that based on what Paul</p> <p>10 had told me, I had knowledge that Nestico was</p> <p>11 mad. And I knew the e-mail that was sent and I</p> <p>12 know that it would invoke that response out of</p> <p>13 Rob Nestico. I worked with him.</p> <p>14 Q As an attorney, you understand what hearsay is.</p> <p>15 True?</p> <p>16 A I do. Well, slightly. I'm still a new</p> <p>17 attorney. It's a complicated topic. Yes, it</p> <p>18 is. I'm telling you that you can disagree, but</p> <p>19 this is my opinion.</p> <p>20 Q You're entitled to your opinion. Your opinion</p> <p>21 is your opinion. But you certainly know from</p> <p>22 being an attorney what the definition of</p> <p>23 hearsay is, correct?</p> <p>24 A Right.</p> <p>25 Q Somebody else telling you something is hearsay,</p> |
| <p style="text-align: right;">Page 242</p> <p>1 caseload to worry about.</p> <p>2 Paul may have gone through the e-mail</p> <p>3 string with me on his computer when he was</p> <p>4 venting to me about it and telling me that this</p> <p>5 is a death sentence for Kelly. But, yeah.</p> <p>6 I never talked to Rob Nestico about this.</p> <p>7 Q You testified when Mr. Popson was questioning</p> <p>8 you that you never saw Rob's return e-mail</p> <p>9 until today, right?</p> <p>10 A Right. However --</p> <p>11 Q Is that true? Yes or no?</p> <p>12 A I don't know. I don't know. I have to change</p> <p>13 that statement. Because after talking with</p> <p>14 Paul, he may have gone through and said,</p> <p>15 "Amanda, look at this response." And then I</p> <p>16 may have read it and brushed it off. It never</p> <p>17 stuck with me.</p> <p>18 So this -- I would never be able to tell</p> <p>19 you specifically what was in Rob Nestico's</p> <p>20 response e-mail to Kelly.</p> <p>21 Q So you would agree with me that's at least one</p> <p>22 example in your affidavit of you attesting to</p> <p>23 something based on personal knowledge that you</p> <p>24 did not have personal knowledge of, correct?</p> <p>25 MR. PATTAKOS: Objection.</p> | <p style="text-align: right;">Page 244</p> <p>1 is it not?</p> <p>2 MR. PATTAKOS: Objection.</p> <p>3 A Right.</p> <p>4 Q So you're attesting to something claiming to</p> <p>5 have personal knowledge that you did not have</p> <p>6 personal knowledge of --</p> <p>7 MR. PATTAKOS: Objection.</p> <p>8 Q -- in this particular statement. Is that true?</p> <p>9 MR. PATTAKOS: Objection.</p> <p>10 A Based on the information I received, I believed</p> <p>11 that Rob Nestico was angry. That's the best</p> <p>12 answer you're going to get out of me. I'm not</p> <p>13 going to answer it yes or no. It's not a yes</p> <p>14 or no. There's more to it than what -- it's</p> <p>15 not a black and white issue.</p> <p>16 Q It is if you understand the implications,</p> <p>17 correct?</p> <p>18 MR. PATTAKOS: It is and she</p> <p>19 does have personal knowledge, so it is black</p> <p>20 and white. Brad, ask some questions that are</p> <p>21 relevant to the case and substantive.</p> <p>22 MR. BARMEN: The word is</p> <p>23 objection and then shut your pie hole.</p> <p>24 MR. PATTAKOS: Brad, you guys</p> <p>25 have waived any ability to criticize me for</p> |

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| <p style="text-align: right;">Page 245</p> <p>1 that, so this is ridiculous. Let's move on to 2 something that matters. 3 MR. POPSON: Well, it's actually 4 important to his foundation, so I understand 5 his question. 6 MR. BARMEN: Well, just say 7 objection and be done. 8 MR. PATTAKOS: You should just 9 really not harass this woman who is 10 seven-and-a-half months pregnant and has been 11 setting here all day. 12 Q Mazel tov, by the way. 13 A Thank you. 14 Q First one? 15 A Yes. 16 Q I want to just be clear. I think Mr. Popson 17 was clear, but maybe I missed it. 18 This affidavit, this six-page affidavit, 19 was completely drafted by Mr. Pattakos. True? 20 He wrote every word? 21 A That's true. 22 Q And he sent it to you? 23 A Well, no, no, no. My testimony earlier was 24 that we went over it on the phone. He read it 25 verbatim to me.</p> | <p style="text-align: right;">Page 247</p> <p>1 Q I want to go to paragraph 4 of your affidavit 2 talking about my client, Dr. Ghoumbrial. And 3 you testified a little bit about this earlier. 4 Your affidavit states, "During my time working 5 at KNR, it was firm policy to direct clients to 6 treat with certain healthcare providers, 7 including Dr. Sam Ghoumbrial." 8 You can't think of one client that you as 9 the lawyer referred to Dr. Ghoumbrial, right? 10 A You're asking me the same questions that were 11 asked earlier. I'm going to tell you the same 12 response is, remember, I can't recall any 13 client specifically; however, there were plenty 14 of conversations that I had with clients that 15 they didn't want to get chiro treatment, but we 16 had to still refer them into Town & Country to 17 treat specifically with Dr. Ghoumbrial. 18 Q Okay. Well, this policy -- you never saw a 19 written policy at the firm, right? 20 A No. 21 Q Who told you you had to send patients to 22 Dr. Ghoumbrial? 23 A Paul did. And that was at the request of Rob 24 Nestico. Paul made that very, very clear that, 25 hey, we've got to get cases in to Dr.</p> |
| <p style="text-align: right;">Page 246</p> <p>1 Q So he wrote it -- 2 A Right. 3 Q -- based on your prior discussions with him? 4 A Right. 5 Q And then he went over it with you on the phone? 6 A Correct. 7 Q And you didn't change a single word? 8 A We did. We changed it over the phone. 9 Q Okay. Because I thought you testified 10 differently before? 11 A I didn't. 12 Q What was changed? 13 A I don't recall that. That was still five 14 months ago. Remember, seven-and-a-half months 15 pregnant. I've got pregnancy brain, buddy. 16 And this was not on my radar. I've got way 17 other things to prioritize than remembering 18 what changes we made to this, let alone any 19 other cases I'm working on in my own personal 20 practice, so. 21 Q The point is though, the initial draft he read 22 to you, you did change something? 23 A Yes. We modified it. 24 Q But you don't recall what? 25 A No.</p> | <p style="text-align: right;">Page 248</p> <p>1 Ghoumbrial, because the relationship with Dr. 2 Ghoumbrial was built up here in the Akron office 3 first before it was in Columbus office. 4 Q Did you ever send any patients to any other 5 M.D.'s in your time in Columbus? 6 A Yep. I tried to to Lower Lights Christian 7 Center. That one on the east side. 8 Q Right. 9 A Like I said, I don't remember specific names. 10 Q You testified about that before. So regardless 11 of whether or not there was a policy, you had 12 the discretion to send someone anywhere you 13 wanted, right? 14 A Right. 15 Q Including their own PCP? 16 A Yes. That was not -- if you recall my 17 testimony earlier, the policy was to get them 18 into Gubs, because Gubs charged more and that 19 could get the cost, the value of the case up. 20 Q Right. And you testified earlier that getting 21 the value of the case up benefited the clients, 22 right? 23 A Typically. It came back to bite us later. 24 Q Well, I guess my issue is with the word policy. 25 It's not a policy if you have discretion to do</p> |

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|---|--|
| <p style="text-align: right;">Page 249</p> <p>1 something else, right?</p> <p>2 A No. It's a policy. I just chose not to always</p> <p>3 follow it when I didn't -- when I could get</p> <p>4 away with not following it.</p> <p>5 Q Were you ever disciplined for not following</p> <p>6 this supposed policy?</p> <p>7 A No. Because I knew how --</p> <p>8 Q You need to let me finish my question.</p> <p>9 A Go ahead.</p> <p>10 Q I'll let you finish your answer so we're not</p> <p>11 speaking over each other for benefit of the</p> <p>12 court reporter.</p> <p>13 A Right. I get it.</p> <p>14 Q Were you ever disciplined for not following</p> <p>15 this supposed policy?</p> <p>16 A No. No. I take that back. Yeah.</p> <p>17 I don't want to says disciplined.</p> <p>18 Paul made it very clear when Naz found out that</p> <p>19 I sent a case that she referred to us, I sent</p> <p>20 it to a different chiropractor. I can't recall</p> <p>21 the client name. I can't recall the</p> <p>22 chiropractor I sent them to. however, Naz</p> <p>23 threw a fit and called Paul and said that she</p> <p>24 wants to make sure that no cases -- that I</p> <p>25 don't take any cases from Town & Country and</p> | <p style="text-align: right;">Page 251</p> <p>1 Q My question was did Brandy tell you</p> <p>2 specifically to refer your clients to</p> <p>3 Dr. Ghoubrial? Yes or no?</p> <p>4 A I cannot recall at this point.</p> <p>5 Q Okay. So, again, all you've identified for me</p> <p>6 is Paul Steele, but you used it in the plural</p> <p>7 in your affidavit. I'm trying to find out who</p> <p>8 else?</p> <p>9 A Oh, yeah. I was referring to Brandy as well.</p> <p>10 Q But you just told me -- wait a minute. You</p> <p>11 just told me you have no recollection of Brandy</p> <p>12 ever telling you that?</p> <p>13 A Today I don't. But this was how many months</p> <p>14 ago. So at the time it was probably fresher on</p> <p>15 my mind.</p> <p>16 So yeah. Paul took his orders from</p> <p>17 Brandy. Everybody took orders from Brandy.</p> <p>18 Brandy was Nestico's voice.</p> <p>19 Q Did you ever specifically tell one of your</p> <p>20 clients, "Go see Dr. Ghoubrial and get a</p> <p>21 trigger point injection"?</p> <p>22 A I mean we would tell them to go see</p> <p>23 Dr. Ghoubrial.</p> <p>24 Q Can you answer the question I asked you,</p> <p>25 please.</p> |
| <p style="text-align: right;">Page 250</p> <p>1 refer them to other places for treatment.</p> <p>2 Q I appreciate that. But my question was</p> <p>3 specific to Dr. Ghoubrial.</p> <p>4 Were you ever disciplined by anyone at</p> <p>5 KNR for sending someone to an M.D.?</p> <p>6 A No, I was not.</p> <p>7 Q On page 5 -- I'm sorry. Paragraph 5 of your</p> <p>8 affidavit, page 2, you say "We were encouraged</p> <p>9 by our KNR supervisors" -- plural -- "to direct</p> <p>10 clients to see Dr. Ghoubrial."</p> <p>11 A Right.</p> <p>12 Q You testified it was only Paul Steele, right?</p> <p>13 A Paul and Brandy. And it was made aware when</p> <p>14 Brandy gave us an order, it was coming from</p> <p>15 Nestico. So Paul told us to view Brandy as if</p> <p>16 it were coming from Nestico.</p> <p>17 Q So Brandy specifically told you at some point</p> <p>18 to refer your clients to Dr. Ghoubrial?</p> <p>19 A I know we had discussions. I don't know if it</p> <p>20 was when she would come down to the office, but</p> <p>21 it was just part of the process that we did.</p> <p>22 We were all in a group. That was just what we</p> <p>23 did. So someone had taught us at some point,</p> <p>24 because when I started there, I didn't know who</p> <p>25 any of these people were.</p> | <p style="text-align: right;">Page 252</p> <p>1 A I don't recall if I told them to go get a</p> <p>2 trigger point injection. We wouldn't use those</p> <p>3 terms with clients anyway in normal</p> <p>4 discussions. We would say, "Go get a shot, a</p> <p>5 pain shot."</p> <p>6 Q Did you ever tell a client to go get a pain</p> <p>7 shot?</p> <p>8 A I don't recall specifically.</p> <p>9 Q It wouldn't be appropriate for you as the</p> <p>10 lawyer to tell a client what type of medical</p> <p>11 treatment to have, right?</p> <p>12 A Ideally not. But we did tell -- I mean we told</p> <p>13 someone if they needed to go to the</p> <p>14 chiropractor.</p> <p>15 Q I understand if you need to go to the</p> <p>16 chiropractor, go to the chiropractor.</p> <p>17 What I'm saying is you wouldn't say, "Go</p> <p>18 to a chiropractor and have these modalities",</p> <p>19 or, "Go to a pain management doctor and have</p> <p>20 these treatments?"</p> <p>21 A Right.</p> <p>22 Q You would send them to that treater and let the</p> <p>23 treater make the decision as to what kind of</p> <p>24 treatments were appropriate, right?</p> <p>25 A Right. We would say, "Just go to Town &</p> |

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| <p style="text-align: right;">Page 253</p> <p>1 Country and see the doctor there."</p> <p>2 Q Okay. So you never sent a client to a</p> <p>3 specific --</p> <p>4 MR. BARMEN: Sorry. It's not my</p> <p>5 fault. I don't know why I'm apologizing.</p> <p>6 MR. MANNION: I'm back.</p> <p>7 Q All right. So, as I was saying, you would rely</p> <p>8 on either the chiropractor or the M.D. to make</p> <p>9 the decisions as to what treatment was</p> <p>10 appropriate for that individual client/patient.</p> <p>11 True?</p> <p>12 A Yes. Yes.</p> <p>13 Q You mentioned something earlier about the</p> <p>14 trigger point injections when I was first</p> <p>15 questioning about cost. And it's your</p> <p>16 understanding that trigger point injections are</p> <p>17 three specific medications; you couldn't</p> <p>18 remember what they're called, right?</p> <p>19 A Right. Correct.</p> <p>20 Q Do you have any medical training?</p> <p>21 A None.</p> <p>22 Q Any kind of medical background whatsoever?</p> <p>23 A None.</p> <p>24 Q Is it your understanding that a trigger point</p> <p>25 injection is always the same three medications?</p> | <p style="text-align: right;">Page 255</p> <p>1 was my first knowledge of how there were</p> <p>2 three different medications in that one</p> <p>3 trigger point injection.</p> <p>4 Q And this was one of your clients?</p> <p>5 A At one point. I feel like if was a case that</p> <p>6 got tossed between attorneys. Maybe I picked</p> <p>7 it up at some point. But it became a medical</p> <p>8 malpractice case where we had to refer it out,</p> <p>9 from what I recall.</p> <p>10 Q Do you remember the name of the client?</p> <p>11 A Absolutely not.</p> <p>12 Q Is that your only experience in having any</p> <p>13 understanding of what medications were in this</p> <p>14 injection?</p> <p>15 A That's what I can recall at this point.</p> <p>16 I had a lot better -- when I was doing PI, I</p> <p>17 had a lot better -- I feel like I had a better</p> <p>18 grasp about the medical field as it related to</p> <p>19 the common injuries we saw and the types of</p> <p>20 treatment, but now I feel like I've lost it.</p> <p>21 Q Have you ever spoken with Dr. Ghoubrial?</p> <p>22 A Yeah. He would come to the office</p> <p>23 periodically.</p> <p>24 Q Did you ever speak to him about treatment he</p> <p>25 gave to any of your clients?</p> |
| <p style="text-align: right;">Page 254</p> <p>1 A I don't know. I don't know that. All I ever</p> <p>2 inquired about was what's in those trigger</p> <p>3 points, the ones that Dr. Ghoubrial was</p> <p>4 administering.</p> <p>5 Q And who did you inquire to?</p> <p>6 A I think I saw it in a medical record from</p> <p>7 Grant Hospital. I don't remember the client's</p> <p>8 name, of course.</p> <p>9 She had had an adverse reaction because</p> <p>10 she was on a pain medication prior to getting</p> <p>11 treated by Dr. Ghoubrial, so she went to -- she</p> <p>12 had a reaction. Went to Grant. Went comatose.</p> <p>13 Almost died. I think what I recall she had</p> <p>14 blood coming out of her, like she was spewing</p> <p>15 out blood. And they had put it in their</p> <p>16 medical reports that she had received a</p> <p>17 whatever injection. I don't know if they</p> <p>18 called it a trigger point, but something from</p> <p>19 Dr. Ghoubrial. And they addressed the</p> <p>20 three different medications in it.</p> <p>21 And when I was reading those medical</p> <p>22 records, it discussed how one of those three</p> <p>23 medications interacted with some medication</p> <p>24 that she was already on. So that's how I</p> <p>25 became aware that -- from what I recall, that</p> | <p style="text-align: right;">Page 256</p> <p>1 A No. He never really stuck around that long.</p> <p>2 Q Did you ever make an effort to contact</p> <p>3 Dr. Ghoubrial at any point in time to ask him</p> <p>4 about treatment he provided to any of your</p> <p>5 clients?</p> <p>6 A No, I didn't.</p> <p>7 Q Did you ever contact Dr. Ghoubrial to question</p> <p>8 him about the costs of the treatment he</p> <p>9 provided to your clients?</p> <p>10 A No. We were directed by Rob to go through Rob</p> <p>11 for any type adjustments to the bill or issues</p> <p>12 with the bill. So no.</p> <p>13 Q I'm not talking about the bill right now. I'm</p> <p>14 talking about the treatment this physician</p> <p>15 provided to your clients. Did you ever make</p> <p>16 any effort to discuss his treatment with him?</p> <p>17 A Nope.</p> <p>18 Q So, likewise, you never questioned him about</p> <p>19 the treatment he provided to any of your</p> <p>20 clients. Fair?</p> <p>21 A No. I would have gotten fired.</p> <p>22 Q And you base that off of what?</p> <p>23 A He was close with Rob Nestico and I knew that</p> <p>24 they were friends, so I didn't want to rock the</p> <p>25 boat at all. You don't question authority when</p> |

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| <p style="text-align: right;">Page 257</p> <p>1 you work there. If you want to keep your job</p> <p>2 at KNR, you just put your head down and work.</p> <p>3 Q Whether you believe it's detrimental to your</p> <p>4 clients or not?</p> <p>5 A When you have \$2,000 a month in student loan</p> <p>6 payments, you do what you can to keep your job</p> <p>7 and listen to your superiors.</p> <p>8 Q Okay. You talked about -- and this was in the</p> <p>9 questioning relative to Kelly Phillips looking</p> <p>10 at his e-mail about Ghoubril receiving some</p> <p>11 type of preferential treatment. Do you</p> <p>12 remember that testimony?</p> <p>13 A Yes.</p> <p>14 Q You understand that any medical provider;</p> <p>15 chiropractic, M.D., isn't required to take any</p> <p>16 reduction on their bills?</p> <p>17 A Right.</p> <p>18 Q Right?</p> <p>19 A They're not.</p> <p>20 Q That's up to them?</p> <p>21 MR. PATTAKOS: Objection.</p> <p>22 MR. BARMEN: What's the basis.</p> <p>23 MR. PATTAKOS: Sometimes it's up</p> <p>24 to the insurance company. But, you know,</p> <p>25 Ghoubril didn't accept insurance. Well, we</p> | <p style="text-align: right;">Page 259</p> <p>1 THE VIDEOGRAPHER: Back on the</p> <p>2 record.</p> <p>3 Q Ma'am, Mr. Pattakos doesn't represent you in</p> <p>4 this, does he?</p> <p>5 A He does not.</p> <p>6 Q Did you discuss my line of questioning with him</p> <p>7 on the break?</p> <p>8 A No. Did not.</p> <p>9 Q Did you have lunch with him today?</p> <p>10 A Yes, I did.</p> <p>11 Q Who paid the bill?</p> <p>12 A He did. I had lunch with him and his</p> <p>13 associate, Rachel.</p> <p>14 Q Where did you go?</p> <p>15 A I don't know.</p> <p>16 MR. PATTAKOS: Ray's, just right</p> <p>17 here on the corner. We had quiche. We all got</p> <p>18 the quiche of the day. It came with salad and</p> <p>19 soup, lemon chicken soup. It was pretty good.</p> <p>20 MR. BARMEN: Lovely. I'll</p> <p>21 have to try it.</p> <p>22 Q Earlier in your testimony you mentioned a</p> <p>23 doctor by the name of Mike McGough at</p> <p>24 AcuHealth --</p> <p>25 A Yep.</p> |
| <p style="text-align: right;">Page 258</p> <p>1 can talk about that.</p> <p>2 Q The physician has the choice to reduce a bill</p> <p>3 or not?</p> <p>4 A Correct.</p> <p>5 Q Fair?</p> <p>6 MR. PATTAKOS: Objection.</p> <p>7 Q And if the physician chooses not to reduce a</p> <p>8 bill, that doesn't mean he has some sort of</p> <p>9 preferential standing with the lawyer, does it?</p> <p>10 A I don't know the answer to that.</p> <p>11 Q No, you don't, do you?</p> <p>12 A Right.</p> <p>13 Q So you can't say that Dr. Ghoubril was treated</p> <p>14 preferentially in any way, shape or form by KNR</p> <p>15 as you sit here, can you?</p> <p>16 A I can't.</p> <p>17 MR. PATTAKOS: I need a bathroom</p> <p>18 break. We've been going for a good</p> <p>19 hour-and-a-half here, I think.</p> <p>20 MR. BARMEN: We could take a</p> <p>21 break so Peter can go potty.</p> <p>22 MR. PATTAKOS: Thank you.</p> <p>23 THE VIDEOGRAPHER: Off the</p> <p>24 record.</p> <p>25 (Recess taken.)</p> | <p style="text-align: right;">Page 260</p> <p>1 Q -- as someone you thought might have diagnosed</p> <p>2 or prescribed TENS units to clients?</p> <p>3 A Yeah. He did.</p> <p>4 Q Do you know what type of TENS unit it was?</p> <p>5 A No, I don't.</p> <p>6 Q Do you have any idea the type of TENS unit</p> <p>7 Dr. Ghoubril typically offers clients?</p> <p>8 A No. But, remember, my testimony was I don't</p> <p>9 think that they were prescribed in Columbus</p> <p>10 cases.</p> <p>11 Q Okay. The point is you don't know if the</p> <p>12 TENS unit that Dr. McGough offered is the same</p> <p>13 or even similar to the one Dr. Ghoubril</p> <p>14 offered, right?</p> <p>15 A Correct.</p> <p>16 Q Do you have any idea what The Cleveland Clinic</p> <p>17 charges for a TENS unit?</p> <p>18 A No, I don't.</p> <p>19 Q Other than Dr. McGough, are you familiar with</p> <p>20 any other doctor who offers TENS units and what</p> <p>21 they charge?</p> <p>22 A No.</p> <p>23 Q You mentioned a Dr. Gunning at one point as</p> <p>24 one of the physicians that works with</p> <p>25 Dr. Ghoubril?</p> |

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| <p>1 A Right.</p> <p>2 Q How did you first hear about Dr. Gunning?</p> <p>3 A My -- I told you that adjuster that I know,</p> <p>4 Jennifer Rizzo, who I indicated earlier, we had</p> <p>5 talked sometime in the fall and that name came</p> <p>6 up. But I've never met Dr. Gunning, as far as</p> <p>7 I'm aware, never treated any patients that were</p> <p>8 in the Columbus.</p> <p>9 Q Did you ever talk to Mr. Pattakos about</p> <p>10 Dr. Gunning?</p> <p>11 A No.</p> <p>12 Q What did Jennifer Rizzo tell you about</p> <p>13 Dr. Gunning when his name came up?</p> <p>14 A Just that he was one of Ghoubrial's doctors.</p> <p>15 We didn't go into it. I didn't have any</p> <p>16 interest in him. I mean it has no bearing of</p> <p>17 me. I've never heard of his name until she</p> <p>18 brought it up.</p> <p>19 Q You were talking some bit when Mr. Popson was</p> <p>20 questioning you about the conversations you</p> <p>21 were having with Disciplinary Council after you</p> <p>22 left KNR?</p> <p>23 A Right.</p> <p>24 Q My understanding of your testimony, and correct</p> <p>25 me if I'm wrong, is you were talking to one</p> | <p>1 one meeting for sure.</p> <p>2 Q More than five phone calls with this female</p> <p>3 lawyer in a three-month period?</p> <p>4 A I would say for sure less than five. I don't</p> <p>5 think I can say more than five.</p> <p>6 Q Okay. And one in-person meeting?</p> <p>7 A For sure one in-person meeting.</p> <p>8 Q And you don't remember this person's name?</p> <p>9 A No.</p> <p>10 Q Not their first name? Not their last name?</p> <p>11 A No.</p> <p>12 Q You talked quite a bit about things coming to</p> <p>13 light on this Punta Cana trip in January of</p> <p>14 '15?</p> <p>15 A Right.</p> <p>16 Q Who do you recall as having been there?</p> <p>17 A It was a pre-litigation attorney trip. So all</p> <p>18 of the pre-lit attorneys that reached their</p> <p>19 goal, it was a trip that if you -- from what I</p> <p>20 understood, if you were producing the way you</p> <p>21 were supposed to, you were invited on this</p> <p>22 trip.</p> <p>23 Q Who do you recall as having been there?</p> <p>24 A So the pre-lit attorneys were all invited.</p> <p>25 I don't remember all of the names.</p> |
| Page 262 | Page 264 |
| <p>1 specific female lawyer with Disciplinary</p> <p>2 Council multiple times over a period of about</p> <p>3 three months?</p> <p>4 A Yeah. Maybe -- three months is a vague</p> <p>5 estimate, but that feels somewhat accurate.</p> <p>6 Q Understanding it's an approximation, but</p> <p>7 certainly you talked to this person multiple</p> <p>8 times during that roughly three-month period?</p> <p>9 A Correct.</p> <p>10 Q And you provided written statements?</p> <p>11 A Did I provide written statements?</p> <p>12 Q You said you provided written statements?</p> <p>13 A Yes. It was in the form of a complaint.</p> <p>14 It was a sheet that I filled out.</p> <p>15 Q Did you communicate with this lawyer via e-mail</p> <p>16 as well?</p> <p>17 A No.</p> <p>18 Q Did you communicate with anybody at</p> <p>19 Disciplinary Council via e-mail?</p> <p>20 A No.</p> <p>21 Q Was it always in person?</p> <p>22 A Always on the phone.</p> <p>23 Q Always on the phone?</p> <p>24 A Always on the phone and then one meeting for</p> <p>25 sure, maybe two meetings in person. I can say</p> | <p>1 Q Give me the ones you remember.</p> <p>2 A Rob Horton. I know some of the pre-lits had to</p> <p>3 stay back because they were going on the second</p> <p>4 stream of the trip.</p> <p>5 Keith. I don't remember his last name.</p> <p>6 Mark. I don't remember his last name.</p> <p>7 Ken Zarusen. There were more. I don't</p> <p>8 remember. Josh Angelotta. There were more</p> <p>9 that I can't remember off the top of my head.</p> <p>10 Q Well, understanding there were more, you gave</p> <p>11 me the names of the ones you do remember. Does</p> <p>12 that help refresh your recollection if you</p> <p>13 discussed any of these issues with Rob Horton</p> <p>14 while you were down there?</p> <p>15 A Yeah. I did discuss them. Rob Horton talked</p> <p>16 about them. There were other -- I don't</p> <p>17 remember specifically what other attorneys.</p> <p>18 He wasn't the only one. It was groups of us</p> <p>19 sitting by the poolside talking about just</p> <p>20 frustrations.</p> <p>21 Q What specifically do you recall talking to</p> <p>22 Rob Horton about while you were there, if</p> <p>23 anything?</p> <p>24 A He made me aware of the narrative fees up here.</p> <p>25 And at the time it didn't really make sense --</p> |

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| <p style="text-align: right;">Page 265</p> <p>1 like it wasn't an issue for me down at the</p> <p>2 Columbus office, so it was him kind of venting</p> <p>3 about it.</p> <p>4 Q Can you remember anything specific that he said</p> <p>5 about it? That's what I'm trying to get at.</p> <p>6 A No. N.</p> <p>7 Q So how do you even recall he was venting?</p> <p>8 A I know we weren't sitting by the poolside</p> <p>9 laughing and drinking. We were -- I was</p> <p>10 talking about my frustrations. They were</p> <p>11 talking about theirs.</p> <p>12 Actually, what stemmed it was Brandy was</p> <p>13 kind of bossing me around while we were there</p> <p>14 and they were like, "You don't need to take</p> <p>15 crap from Brandy. You don't need to listen to</p> <p>16 her." And that was Akron attorneys.</p> <p>17 And then I was like, "Well, yeah, I do.</p> <p>18 Paul told me that she's like Nestico's voice.</p> <p>19 We always have to listen to what Brandy says."</p> <p>20 And so then when I got -- yeah.</p> <p>21 So anyway, that's what stemmed the whole</p> <p>22 conversation.</p> <p>23 And then they were saying, "Well, how do</p> <p>24 you settle so many cases down there in</p> <p>25 Columbus?" Or, "How do you handle that high</p> | <p style="text-align: right;">Page 267</p> <p>1 was like, "Oh, that's not good." So it was the</p> <p>2 Punta Cana trip that kind of got the ball</p> <p>3 really rolling and then just I inquired more.</p> <p>4 I just got my wheels turning more and then I</p> <p>5 started questioning more. He answered a lot of</p> <p>6 the questions.</p> <p>7 Q What did Rob explain about the narrative fees</p> <p>8 to you that you remember?</p> <p>9 A He explained to me what my knowledge of them is</p> <p>10 today. And that would be that they were -- it</p> <p>11 didn't matter if you asked for the narrative</p> <p>12 fees as the attorney, if you requested them</p> <p>13 from a doctor or not, they were just included</p> <p>14 in the records and you had to pay them.</p> <p>15 There was no reduction that could be taken on</p> <p>16 the narrative fees.</p> <p>17 And they didn't increase the value. They</p> <p>18 -- it didn't matter if they were on the case or</p> <p>19 not to increase the value, because they're not</p> <p>20 considered in a settlement offer. So that's</p> <p>21 the gist of what I understand of it.</p> <p>22 Q Okay. See, we jogged your memory a little bit.</p> <p>23 A Yep. You sure did.</p> <p>24 Q Now what else can we remember about any</p> <p>25 specific conversations you had in Punta Cana in</p> |
| <p style="text-align: right;">Page 266</p> <p>1 volume?" And that got us into like just the</p> <p>2 dynamics of how the Columbus office was run.</p> <p>3 And I don't know specifically. I mean if</p> <p>4 you ask more specific questions, maybe it will</p> <p>5 jog -- drive my memory more, but without me</p> <p>6 going off on a tangent.</p> <p>7 Q All right. Did you have any private</p> <p>8 conversations or private time just you and</p> <p>9 Robert Horton while you were there?</p> <p>10 A No. Well --</p> <p>11 Q On the beach maybe?</p> <p>12 A No. No. Definitely not.</p> <p>13 Q Okay. Do you recall having any private</p> <p>14 conversations, just you and Rob Horton, about</p> <p>15 these issues that you raised?</p> <p>16 A More so after he was fired, then we talked more</p> <p>17 on the phone. Most of the details that I</p> <p>18 learned about the inner workings of KNR were</p> <p>19 learned -- they were stemmed from that</p> <p>20 Punta Cana trip. And then he was fired in</p> <p>21 February. And then we had a lot of</p> <p>22 conversations after that and that's where I</p> <p>23 learned a lot more information.</p> <p>24 So he explained the narrative fees. I</p> <p>25 explained the issues with Town & Country and he</p> | <p style="text-align: right;">Page 268</p> <p>1 January of '15?</p> <p>2 A Let me -- I think I addressed it in my</p> <p>3 affidavit.</p> <p>4 Q Point me to where, if you would, please.</p> <p>5 A I feel like I glossed over it at some point.</p> <p>6 Let me see.</p> <p>7 The only time I see Punta Cana mentioned</p> <p>8 is paragraph 14.</p> <p>9 Right. So the bill redactions I know</p> <p>10 were an issue. Bill redactions in the -- Yeah.</p> <p>11 I don't --</p> <p>12 Q Bill redactions?</p> <p>13 A Yeah. Redacting bills, medical bills.</p> <p>14 Redacting the Bates numbers. We were</p> <p>15 instructed to do that. Brandy learned that at</p> <p>16 the firm she was at before she came here or a</p> <p>17 firm prior to working here. And so she</p> <p>18 instructed us to do that.</p> <p>19 And I questioned whether that was ethical</p> <p>20 or not and -- because Kelly had brought it up</p> <p>21 prior to that, the bill redactions prior to the</p> <p>22 Punta Cana trip while we were at the Columbus</p> <p>23 office. And Brandy reassured us on that trip</p> <p>24 that it's totally fine. They used to do it at</p> <p>25 her old law firm. And so I kind of brushed it</p> |

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|---|--|
| <p style="text-align: right;">Page 269</p> <p>1 off a little bit then.</p> <p>2 But I think some of the other attorneys</p> <p>3 it was an issue. They said, "No. That's not</p> <p>4 okay to keep doing that. It's insurance</p> <p>5 fraud."</p> <p>6 Q Well, certainly that's not something you want</p> <p>7 to engage in, right? You don't want to engage</p> <p>8 in insurance fraud?</p> <p>9 A No. I don't want to engage in fraud at all. I</p> <p>10 got my law license to help people, not lose the</p> <p>11 license.</p> <p>12 Q Well, that takes me I guess to my next topic.</p> <p>13 I want to try and clarify something, because I</p> <p>14 might have missed it.</p> <p>15 At one point I think you testified when</p> <p>16 Mr. Popson was questioning you that you would</p> <p>17 send someone to Town & Country or a</p> <p>18 chiropractor and expect the chiropractor to</p> <p>19 treat whatever they went there for, right?</p> <p>20 A Right.</p> <p>21 Q And then at another time I think you said that</p> <p>22 there were times if someone hurt their ankle,</p> <p>23 you would still sent them to Town & Country to</p> <p>24 get their back adjusted. Did I misunderstand</p> <p>25 you?</p> | <p style="text-align: right;">Page 271</p> <p>1 again.</p> <p>2 A Bring me back around.</p> <p>3 Q We agree that you're not certainly going to do</p> <p>4 anything as a lawyer that could be considered</p> <p>5 insurance fraud, correct?</p> <p>6 A Not knowingly, no.</p> <p>7 Q Of course not.</p> <p>8 So you're not going to send a client with</p> <p>9 an ankle injury and say, "Go to the</p> <p>10 chiropractor and get your back worked on."</p> <p>11 Right?</p> <p>12 A Correct.</p> <p>13 Q You're not going to do that?</p> <p>14 A No.</p> <p>15 Q No. You're going say, "Go there and get</p> <p>16 whatever treatment you need." Right?</p> <p>17 A Right. Express all of your complaints. And</p> <p>18 sometimes I would tell them, you know, even</p> <p>19 though you might not feel pain in some places,</p> <p>20 you get to a chiropractor and sometimes they</p> <p>21 can tell you if something is tight or not that</p> <p>22 you don't even know and they will adjust it.</p> <p>23 Q And you'll agree with me that you don't have an</p> <p>24 understanding -- strike that.</p> <p>25 You've seen these bills with that have</p> |
| <p style="text-align: right;">Page 270</p> <p>1 A So the direction that we were receiving at the</p> <p>2 firm --</p> <p>3 Q Direction from who?</p> <p>4 A Well, Brandy, Paul and, as I said before, if it</p> <p>5 was coming from Brandy, it was coming from</p> <p>6 Nestico.</p> <p>7 So the direction that we had at the firm</p> <p>8 was make sure the client gets to a chiro,</p> <p>9 period. No matter what, get them into a chiro.</p> <p>10 And sometimes at that point we didn't know for</p> <p>11 sure, we didn't have the emergency room records</p> <p>12 or the police report right away, so we didn't</p> <p>13 know if there were any issues that were</p> <p>14 complained of at first.</p> <p>15 So they would tell us -- our direction</p> <p>16 from our supervisors would be, get them into a</p> <p>17 chiro. Because, one, it helped our referrals</p> <p>18 back and forth, even if they didn't "need</p> <p>19 treatment" or think they needed treatment, then</p> <p>20 it still showed that we were making an effort</p> <p>21 to meet the referral quota that we had with</p> <p>22 Town & Country.</p> <p>23 So yeah. I don't know if that answers or</p> <p>24 if I'm going too far off on a tangent.</p> <p>25 Q You're going off on a tangent. Let me try this</p> | <p style="text-align: right;">Page 272</p> <p>1 billing codes on them for different modalities</p> <p>2 from a chiropractor, right?</p> <p>3 A Right.</p> <p>4 Q You don't know what those mean, do you?</p> <p>5 A Not specifically. Sometimes I would research</p> <p>6 them to see because adjusters would point out,</p> <p>7 they would say, "Well, we can bill for these</p> <p>8 codes, but on the same day we can't bill for a</p> <p>9 combination of these codes." So I would look</p> <p>10 up and see why they couldn't.</p> <p>11 Q Well, was there a contact -- any contact in</p> <p>12 those situations, any of these chiropractors</p> <p>13 and say, "Hey, when you have this code, can you</p> <p>14 tell me exactly what it means in term terms of</p> <p>15 the modalities you provided"?</p> <p>16 A No, I didn't.</p> <p>17 MR. BARMEN: Give me one second.</p> <p>18 Q One more thing. when you were in Punta Cana</p> <p>19 and having these venting sessions, any</p> <p>20 discussions about my client, Dr. Ghoubrial?</p> <p>21 A No. I just -- well, okay. So, yes.</p> <p>22 Q Specifically in Punta Cana? Punta Cana.</p> <p>23 A Yes. You got it.</p> <p>24 This was the first trip he wasn't invited</p> <p>25 on. They let me know that typically they would</p> |

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| <p style="text-align: right;">Page 273</p> <p>1 invite him and Town & Country maybe on the</p> <p>2 prior trips, maybe some of the other chiros</p> <p>3 too, but that's what was made aware to me by</p> <p>4 other attorneys on the trip. I don't know</p> <p>5 which specific attorney said that, but.</p> <p>6 Q Okay. So the only thing that was discussed in</p> <p>7 Punta Cana regarding my client was the fact</p> <p>8 that he wasn't there. Fair?</p> <p>9 A Correct.</p> <p>10 Q Okay.</p> <p>11 A From what I can recall.</p> <p>12 MR. BARMEN: I have no other</p> <p>13 questions for you right now. Thanks.</p> <p>14 MR. PATTAKOS: Okay. I think</p> <p>15 it's my turn.</p> <p>16 EXAMINATION OF AMANDA LANTZ, ESQ.</p> <p>17 BY-MR.PATTAKOS:</p> <p>18 Q A lot of what I wanted to cover has already</p> <p>19 been covered, so hopefully I can get through</p> <p>20 this pretty quickly.</p> <p>21 You testified to Mr. Popson when he was</p> <p>22 asking you about our first conversation, you</p> <p>23 testified that we first spoke after you</p> <p>24 received my affidavit?</p> <p>25 A Subpoena.</p> | <p style="text-align: right;">Page 275</p> <p>1 just kissing up.</p> <p>2 MR. BARMEN: No, I'm not.</p> <p>3 THE WITNESS: You feel bad for</p> <p>4 just grilling me, don't you?</p> <p>5 MR. BARMEN: No, I don't. And I</p> <p>6 don't think I grilled you.</p> <p>7 THE WITNESS: Oh, you don't.</p> <p>8 You know, pregnancy mind is highly</p> <p>9 controversial. So I just say 29-and-a-half</p> <p>10 weeks. I'm on the home stretch. But thank</p> <p>11 you.</p> <p>12 A You got pregnancy brain too?</p> <p>13 Q Well, I'm just taking a look at this outline</p> <p>14 and seeing what's been covered.</p> <p>15 Josh -- well, you were testifying about</p> <p>16 the quotas. Were you required to keep</p> <p>17 particular office hours?</p> <p>18 A We had to be in there at 8:30 sharp and I think</p> <p>19 5:15 was the closing time. So, yeah. There</p> <p>20 wasn't flex time. The only time we were</p> <p>21 allowed to be gone was to go sign up a case or</p> <p>22 for lunch. I don't even know if we got an hour</p> <p>23 for lunch. But, yeah. 8:30 to 5:15 but I</p> <p>24 always stayed late.</p> <p>25 Q And were there any requirements on when you</p> |
| <p style="text-align: right;">Page 274</p> <p>1 MR. BARMEN: Objection.</p> <p>2 Q Subpoena. Sorry. After you received the</p> <p>3 subpoena that I sent to you.</p> <p>4 I'm not sure about that. In my memory is</p> <p>5 that I called you to tell you that I was</p> <p>6 issuing a subpoena and I think we might have</p> <p>7 spoken on the phone before you received it?</p> <p>8 A We didn't.</p> <p>9 MR. BARMEN: Objection.</p> <p>10 Q We didn't?</p> <p>11 A No. You left a message with my office and I</p> <p>12 either didn't get back to it in time before I</p> <p>13 got the subpoena. As soon as I got the</p> <p>14 subpoena, I called you right away.</p> <p>15 MR. BARMEN: It will go a lot</p> <p>16 quicker if you ask questions rather than just</p> <p>17 testify, just ask questions.</p> <p>18 MR. PATTAKOS: I'm trying to make</p> <p>19 sure that the record is clear.</p> <p>20 A At this point my brain is shot, so I'm totally</p> <p>21 welcoming any refreshers.</p> <p>22 Q And you are seven-and-a-half months pregnant?</p> <p>23 A 29-and-a-half weeks.</p> <p>24 MR. BARMEN: You look fantastic.</p> <p>25 THE WITNESS: Thank you. You're</p> | <p style="text-align: right;">Page 276</p> <p>1 were allowed to leave or under what</p> <p>2 circumstances?</p> <p>3 A Yeah. You couldn't just leave. You had to --</p> <p>4 well, yeah, you had to tell someone that you</p> <p>5 were going to sign up a case, like send out an</p> <p>6 e-mail saying, "Out to sign up S case" or,</p> <p>7 "Out to Town & Country to sign up clients."</p> <p>8 Q Is it true that during those hours when you</p> <p>9 left you had to send out a notice saying that</p> <p>10 you were leaving the office?</p> <p>11 A Right.</p> <p>12 Q And who got that notice?</p> <p>13 A I don't recall specifically. Typically it was</p> <p>14 always to Paul, because he was looking over our</p> <p>15 office. Yeah. I don't know if we copied</p> <p>16 Brandy on it. Yeah. Because Paul would</p> <p>17 usually follow up.</p> <p>18 But I do recall Brandy saying sometimes,</p> <p>19 "Amanda, why aren't you in your office?" And I</p> <p>20 would be out signing up at a chiros office.</p> <p>21 Q Did any of your cases ever go to trial?</p> <p>22 A Well, if they needed to be litigated, it would</p> <p>23 go out of my hands into litigation attorneys.</p> <p>24 I don't know that -- I'm not aware of any that</p> <p>25 went to trial. From what I'm aware of from</p> |

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| <p style="text-align: right;">Page 277</p> <p>1 talking to litigation attorneys in the Columbus</p> <p>2 office, they all settled and sometimes for less</p> <p>3 than what I thought we could even get in</p> <p>4 pre-lit.</p> <p>5 Q Do you have any memory of any other cases in</p> <p>6 the office, in the Columbus office, ever going</p> <p>7 to trial?</p> <p>8 A No.</p> <p>9 Q You were talking about the split at the KNR</p> <p>10 firm between the pre-litigation and the</p> <p>11 litigation department?</p> <p>12 A Right.</p> <p>13 Q Can you describe how that worked?</p> <p>14 A So a case from intake until we get a denial</p> <p>15 from the insurance company, like if it's a</p> <p>16 denial of coverage, that doesn't go to</p> <p>17 litigation, obviously. But if it's a denial of</p> <p>18 they're not going to pay anything because of</p> <p>19 liability or injuries or their offer is really,</p> <p>20 really low, and it has to be obscenely low,</p> <p>21 then it would go to litigation.</p> <p>22 So then we would get a permission e-mail</p> <p>23 from Rob Nestico -- well, I think actually</p> <p>24 John Reagan too. No. Redick. They would --</p> <p>25 you put in there, "Can I send this case to</p> | <p style="text-align: right;">Page 279</p> <p>1 Q And why were the offers low on these particular</p> <p>2 cases, if you remember?</p> <p>3 MR. POPSON: Objection.</p> <p>4 A I mean they were low value cases. It was -- it</p> <p>5 was low injuries, low -- minor injuries, low</p> <p>6 impact. Yeah. We were just encouraged -- you</p> <p>7 get more money in pre-litigation or you get</p> <p>8 more money settling the case than you do going</p> <p>9 to trial.</p> <p>10 Q So your testimony is that cases were going into</p> <p>11 the litigation department not because they were</p> <p>12 higher valued cases that deserved more specific</p> <p>13 attention, it was because they were cases that</p> <p>14 were so difficult to settle that there was no</p> <p>15 other option?</p> <p>16 A Most of the time, yes.</p> <p>17 MR. POPSON: Objection.</p> <p>18 A Yeah. That's accurate. Because the pre-lit</p> <p>19 attorneys in the -- I remember having a</p> <p>20 conversation with Walt Messenger at some point,</p> <p>21 the litigation attorney, and he said, "Well,</p> <p>22 the pre-lit attorneys know better than to let a</p> <p>23 good case" --</p> <p>24 Let's say a case is maybe valued at</p> <p>25 \$75,000, but we get a \$25,000 or \$30,000 offer.</p> |
| <p style="text-align: right;">Page 278</p> <p>1 litigation?" And you give the facts.</p> <p>2 And it was really hard to get a case into</p> <p>3 litigation. Like the pre-lit attorney had to</p> <p>4 do everything they possibly could, exhaust</p> <p>5 every avenue, cut up med pay if we could. If</p> <p>6 there was \$1,000 in med pay, we would a lot of</p> <p>7 times do that before it would even go to --</p> <p>8 before it would be allowed to go to litigation.</p> <p>9 But so then it would go to litigation and</p> <p>10 as soon as we got that okay to go to</p> <p>11 litigation, then it was out of my hands as a</p> <p>12 pre-lit attorney and then litigation would take</p> <p>13 over. And then sometimes they would say, "Oh,</p> <p>14 we get a different adjuster", so it's easier to</p> <p>15 get another offer on the case. Or they get an</p> <p>16 attorney on the case because it was now -- once</p> <p>17 they filed a complaint. But most of the times</p> <p>18 they would settle.</p> <p>19 Q Most of the cases overall would settle and not</p> <p>20 go into litigation?</p> <p>21 A Yes. And any case that went into litigation</p> <p>22 would still settle. But I remember talking to</p> <p>23 Tony Hall or Walt Messenger and them talking</p> <p>24 about how badly they had to like cut up a case</p> <p>25 just because an offer was so, so, so low.</p> | <p style="text-align: right;">Page 280</p> <p>1 That that pre-lit attorney will -- I mean it's</p> <p>2 money. So the pre-lit attorney will do what</p> <p>3 they can to get the case in and settle it out,</p> <p>4 force the settlement if they can, and then that</p> <p>5 way they get paid.</p> <p>6 Otherwise, you do all of that -- the</p> <p>7 pre-lit attorney does all of that work just to</p> <p>8 hand it off to a litigation attorney who just</p> <p>9 says, "Oh, we get a new adjuster. We get a new</p> <p>10 attorney, defense counsel on the other side,</p> <p>11 and we get a settlement offer just like that."</p> <p>12 So pre-lit I heard the complaints from</p> <p>13 Walt for sure, but I think I've heard it from</p> <p>14 other attorneys too that were in and out of the</p> <p>15 litigation department that they said, "Well,</p> <p>16 pre-lit attorneys, even the cases that should</p> <p>17 settle for more, take them and settle them for</p> <p>18 what they can because it's an easy fee."</p> <p>19 Q Rob Nestico testified that once a case went</p> <p>20 into the litigation department, there was a</p> <p>21 roundtable discussion that happened with</p> <p>22 certain attorneys at the firm and in the</p> <p>23 litigation department where the pre-lit</p> <p>24 attorney handling the case would be a part of</p> <p>25 this roundtable.</p> |

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| <p style="text-align: right;">Page 281</p> <p>1 A Right.</p> <p>2 Q Do you remember that?</p> <p>3 A Yeah. Sometimes we would do that at the</p> <p>4 Columbus office, but it was different because</p> <p>5 sometimes we couldn't get everybody together</p> <p>6 and on a conference call at the same time. So</p> <p>7 it came to the point where I just remember a</p> <p>8 lot of times we sent e-mails describing the</p> <p>9 case.</p> <p>10 Q Rob Nestico also testified that once a case</p> <p>11 went into the litigation department -- when a</p> <p>12 case went into the litigation department --</p> <p>13 MR. BARMEN: Are you stuttering?</p> <p>14 Are you okay.</p> <p>15 MR. PATTAKOS: I just want David</p> <p>16 to stop interrupting with his commentary.</p> <p>17 Are you done, David?</p> <p>18 MR. POPSON: He was just giving</p> <p>19 me some information. He wasn't trying to</p> <p>20 interrupt you, I don't think.</p> <p>21 MR. PATTAKOS: He's talking loud</p> <p>22 enough so everybody can hear him.</p> <p>23 Q So Mr. Nestico testified that when a case went</p> <p>24 into the litigation department, the</p> <p>25 pre-litigation lawyer handling the case had the</p> | <p style="text-align: right;">Page 283</p> <p>1 would say closer to 5 percent, if even.</p> <p>2 Q Based on testimony and stipulations provided by</p> <p>3 the KNR defendants regarding the number of</p> <p>4 cases the firm handles, the number of attorneys</p> <p>5 at the firm and the number of hours that the</p> <p>6 firm's attorneys are expected to work, we've</p> <p>7 calculated that the average KNR case gets no</p> <p>8 more than 13-and-a-half hours of attorney time</p> <p>9 and probably a lot less than that. Is that</p> <p>10 consistent with your experience?</p> <p>11 A So you're saying each attorney -- for each case</p> <p>12 that's attorney time, not paralegal time?</p> <p>13 Q Attorney time.</p> <p>14 A Is 13-and-a-half hours?</p> <p>15 Q And probably much less.</p> <p>16 MR. BARMEN: Objection.</p> <p>17 A I would say absolutely less than that.</p> <p>18 Q Absolutely less than that?</p> <p>19 A Yeah. For sure.</p> <p>20 Q Would you say less than half of that?</p> <p>21 A Yes. Yep.</p> <p>22 Q What would you estimate the number to be?</p> <p>23 MR. BARMEN: Objection.</p> <p>24 A To meet the quotas, yeah, you couldn't spend</p> <p>25 that much time. I would say no more than</p> |
| <p style="text-align: right;">Page 282</p> <p>1 opportunity to stay on the case. Do you</p> <p>2 remember that happening?</p> <p>3 A You're talking about -- sorry. Can you say</p> <p>4 that one more time?</p> <p>5 Q Were you as a -- strike that.</p> <p>6 Mr. Nestico testified that when a case</p> <p>7 was transferred from pre-lit to litigation,</p> <p>8 that the pre-lit attorney had the opportunity</p> <p>9 to stay on the case and also earn a bonus as</p> <p>10 part of that settlement. Do you recall that</p> <p>11 ever happening?</p> <p>12 A Well, once we marked the case for roundtable or</p> <p>13 it to go to litigation, to like petition it for</p> <p>14 litigation, then at that point usually the</p> <p>15 pre-lit attorney can't do anything else.</p> <p>16 Q So you never had any involvement on any cases</p> <p>17 of yours that went into litigation?</p> <p>18 A Oh, yeah. No. Once it goes to litigation, I</p> <p>19 don't get any fee off of that.</p> <p>20 Q Okay. What percentage of your cases would you</p> <p>21 estimate went into litigation?</p> <p>22 A I would say for sure less than 10. Maybe be</p> <p>23 not even 5.</p> <p>24 Q Percent?</p> <p>25 A Yes. Right. Percent. Sorry. So yeah, I</p> | <p style="text-align: right;">Page 284</p> <p>1 five hours, and that might be generous.</p> <p>2 Q You were describing to me in our previous</p> <p>3 conversations, you were talking about</p> <p>4 Josh Angelotta and you said he was a rockstar?</p> <p>5 A Yeah. Everybody -- yeah. He hit numbers all</p> <p>6 of the time.</p> <p>7 Q And you mentioned something that you called a</p> <p>8 one call close?</p> <p>9 A Oh. I trained -- so when I first got hired, I</p> <p>10 trained under him and under Ken for a couple</p> <p>11 days each, I think. And so they -- it was</p> <p>12 early on, so I don't know if it was a joke, but</p> <p>13 they were talking -- like when we would go on a</p> <p>14 break or like walk around during my training</p> <p>15 time, other attorneys would be like, "Oh,</p> <p>16 you're training with Josh. He's got the one</p> <p>17 call close."</p> <p>18 And so I didn't know what it meant at the</p> <p>19 time, but then I think I asked him. No. I</p> <p>20 didn't ask him. Someone else. It must have</p> <p>21 been Ken, because I trained with Ken after</p> <p>22 that. And he said, "Oh, yeah. He settles a</p> <p>23 case in one call." Like goes back and forth</p> <p>24 with the adjuster, settles it out and then goes</p> <p>25 to the chiropractors, gets a reduction. And</p> |

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| <p style="text-align: right;">Page 285</p> <p>1 then tells the client, "Hey, this is our 2 option. This is what we've got." He'll work 3 the client, but settle the case ultimately. 4 He's efficient. And I don't know if that's 5 wrong or not. 6 I know that after I left, the PI cases 7 that I was handling at Lardiere & McNair 8 required so much more involvement than just 9 settling in one phone call. 10 Q You recall using the Needle software? 11 A Yeah. I do. 12 Q How were you instructed to use the program? 13 A We had to document all conversations made with 14 clients. That's where -- that's kind of how 15 our staff communicated. 16 So like when the paralegals would do 17 work, they would log a note in there and I 18 would log a note for any phone call that we had 19 with a client. Bills and records were tracked 20 in there, so you could see a whole amount of 21 the bills and bill balances. Like the girls 22 would call to figure out what was owed on 23 bills, what providers had paid, what was 24 outstanding. Case information. 25 It pretty much was a whole electronic</p> | <p style="text-align: right;">Page 287</p> <p>1 so you could show that you had a call a 2 different day. 3 Q And why would you do that? 4 A So that when clients went crazy and fired you, 5 then you had documentation in there that you 6 had communication with them. 7 But mostly I saw that happening in cases 8 because the issues with Heather Macklin was 9 brought up earlier, the issues with sending 10 demand packages out was a big deal. She would 11 kind of sit on them for a while. She was 12 Paul's paralegal. 13 But I recall -- I thought I was losing my 14 mind one time. I was looking at a file and I 15 talked to an adjuster. The adjuster said, 16 "We didn't receive the demand package." And I 17 saw in the notes that we didn't send one. 18 Well, then the next day when I was readdressing 19 the same case, I saw in the notes that we had 20 sent one. And it was -- it had to have been 21 like backdated. 22 So I knew that people were manipulating 23 the notes in Needles before I even caught wind 24 to it, so. Because I think that's what stemmed 25 me to learn from Paul was telling him, "Hey,</p> |
| <p style="text-align: right;">Page 286</p> <p>1 file. It had almost all of the information you 2 needed about the client. It didn't have photos 3 on it. Those were on the individual C drive I 4 think it was. But yeah. 5 So Needles, that's where we logged all of 6 the happenings in the case. That's where you 7 could track when every phone call was, when the 8 demand package was sent out, phone calls with 9 adjusters. 10 Q Do you know if the Needles notes could be 11 edited? 12 A Yeah. Yep. At some point. 13 Q Yes, they could? 14 A Yes. 15 Q Okay. 16 A Yep. 17 Q How did you come to know that? 18 A I don't recall. I just know that when we were 19 getting fired from cases, that Brandy or 20 Rob Nestico would look and track to make sure 21 that we had the correct communications with 22 clients. And I believe that -- I didn't learn 23 it on my own. I wasn't that savvy with 24 Needles. I have to be that Paul showed us how 25 to modify the dates and the times in the notes</p> | <p style="text-align: right;">Page 288</p> <p>1 I've noticed some like discrepancies with 2 Needles." And he -- that had to be the point 3 where he said, "Oh, yeah. You can modify it by 4 going here and here." 5 He was super resourceful and super 6 inventive, but he did it out of protection for 7 us, to protect us lawyers at the firm from 8 being ridiculed by Akron at all. Because he 9 was doing a really good job at running the 10 Columbus office. But yeah. It was a struggle 11 for him too. He was stressed out. 12 Q I want to go back to our phone calls between 13 you and me. You testified -- Jim was asking 14 you some questions about that and I just want 15 to make clear -- I want to make sure the record 16 is clear. 17 After you executed your affidavit and 18 before KNR recently issued their subpoena for 19 this deposition just recently a few weeks ago, 20 you and I did not have any conversations on the 21 phone, did we? 22 A Okay. So from the time that I submitted the 23 affidavit until the e-mail that you sent me 24 that said, "FYI", yeah. We had no 25 conversations.</p> |

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| <p style="text-align: right;">Page 289</p> <p>1 Q Okay. And since that e-mail or since you</p> <p>2 received the subpoena from me by that e-mail,</p> <p>3 we've had a few phone conversations, correct?</p> <p>4 A Correct.</p> <p>5 Q How many?</p> <p>6 A Less than three, I think. Maybe about three.</p> <p>7 yeah. I would say three-ish.</p> <p>8 Q Okay. Do you think it's maybe more closer to</p> <p>9 five?</p> <p>10 A If you say -- well, yeah. I'm remembering</p> <p>11 three, but it's been -- so it's been like maybe</p> <p>12 three weeks. I don't feel like we've talked</p> <p>13 that much. But yeah. I wouldn't dispute five.</p> <p>14 Q Okay.</p> <p>15 A But I don't think any more than five.</p> <p>16 Q Okay. You mentioned -- the first time we</p> <p>17 talked you said, "I was very surprised when I</p> <p>18 left KNR at what it was like to practice</p> <p>19 somewhere else. One of the things I was very</p> <p>20 surprised about was that they allowed clients</p> <p>21 at the other place you practiced to pick where</p> <p>22 they want to go to treatment."</p> <p>23 A Right.</p> <p>24 Q Is that true?</p> <p>25 A Yes. That's true. And it felt so weird</p> | <p style="text-align: right;">Page 291</p> <p>1 Q You said that at one point you were the longest</p> <p>2 employed attorney who was in the Columbus</p> <p>3 office?</p> <p>4 A From my knowledge, yes.</p> <p>5 Q And you weren't even there for two years,</p> <p>6 correct?</p> <p>7 A Correct.</p> <p>8 Q That doesn't include Paul Steele, correct?</p> <p>9 A Oh. Correct. He was there much longer.</p> <p>10 Q Because he was the manager -- he was the</p> <p>11 managing attorney of the Columbus office?</p> <p>12 A Yeah. And I think he started up in Akron.</p> <p>13 Q Okay. Jim asked you if you ever did anything</p> <p>14 at KNR that was against your clients'</p> <p>15 interests. Do you recall that?</p> <p>16 A Yeah.</p> <p>17 Q And you said you didn't know?</p> <p>18 A At the time I didn't believe I was. I mean</p> <p>19 during the time there, I didn't believe it</p> <p>20 until that January Punta Cana trip when</p> <p>21 everything started to get the snowball effect.</p> <p>22 And then by February I knew that I needed to</p> <p>23 consult with an ethics lawyer. And then March</p> <p>24 you could clearly see I had stepped out.</p> <p>25 Q And then that led to you filing the complaint</p> |
| <p style="text-align: right;">Page 290</p> <p>1 because I felt like I had no control over the</p> <p>2 case of saying, "You need to get into</p> <p>3 treatment. You need to go this many times in</p> <p>4 the first six weeks."</p> <p>5 But it's amazing the cases worked</p> <p>6 themselves out and people got treatment and</p> <p>7 they filed referrals from their M.D.'s or they</p> <p>8 would find their own chiropractors.</p> <p>9 Q And when Jim asked you if you could remember</p> <p>10 which clients you directed as to where to</p> <p>11 treat, you said you couldn't remember the</p> <p>12 specific clients. You recall that?</p> <p>13 A Right. I do.</p> <p>14 Q The truth is that it was almost all of the</p> <p>15 clients, correct?</p> <p>16 MR. POPSON: Objection.</p> <p>17 A About directing them where to treat?</p> <p>18 Q Yes.</p> <p>19 A Yeah. We -- even if clients were -- well, if</p> <p>20 they were already treating with Town & Country,</p> <p>21 we would obviously not rock the boat.</p> <p>22 Continue treatment. Make sure you show up, you</p> <p>23 know, three, four times a week in the</p> <p>24 beginning. I mean Town & Country was -- yeah.</p> <p>25 They would make sure they scheduled them out.</p> | <p style="text-align: right;">Page 292</p> <p>1 or the report with Disciplinary Council?</p> <p>2 A Right. Meeting with an ethics lawyer and then</p> <p>3 filing the complaint.</p> <p>4 Q KNR was your first job as a lawyer, correct?</p> <p>5 A Correct.</p> <p>6 Q And you got that job within your first year out</p> <p>7 of law school, correct?</p> <p>8 A Right. I passed the Bar in October, the end of</p> <p>9 October, and then took my resume to KNR that</p> <p>10 first part of November.</p> <p>11 Q And you were hired right away?</p> <p>12 A Yeah.</p> <p>13 Q A month after you passed the Bar, about a month</p> <p>14 after?</p> <p>15 A Yeah. If even. I think I was -- I think I</p> <p>16 started before Thanksgiving, because</p> <p>17 Kevin Kurgis asked if I could stay past</p> <p>18 Thanksgiving and I said no.</p> <p>19 Q And you testified there was a lot of pressure</p> <p>20 put on you by the firm to follow instructions</p> <p>21 from the firm's management in Akron or the</p> <p>22 powerhouse?</p> <p>23 A The most pressure I've ever felt in my life.</p> <p>24 And let me put this in perspective. I've</p> <p>25 worked since I was 7; paper routes,</p> |

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| <p style="text-align: right;">Page 293</p> <p>1 baby-sitting, landscaping. Throughout</p> <p>2 undergrad I was taking a full course load,</p> <p>3 over 20 credit hours, and worked three</p> <p>4 different jobs. So yeah. It was definitely a</p> <p>5 lot of pressure.</p> <p>6 Q Was there ever any doubt that the instructions</p> <p>7 that Paul gave you were coming from Akron?</p> <p>8 MR. POPSON: Objection.</p> <p>9 A Never. No.</p> <p>10 Q What percentage of the cases that you handled</p> <p>11 at KNR involved clients that treated with</p> <p>12 Town & Country?</p> <p>13 A Of my caseload, what percentage were going to</p> <p>14 Town & Country? I would say more than half,</p> <p>15 but maybe not much more than half.</p> <p>16 Q Kelly Phillips said that to his knowledge, that</p> <p>17 easily 80 percent of his cases, if not more,</p> <p>18 maybe 90 percent treated with Town & Country.</p> <p>19 A Well, I had a bigger caseload than he did, so</p> <p>20 maybe mine was more diverse too. But it --</p> <p>21 that seems a little bit high.</p> <p>22 Q Okay. Did you ever hear your clients complain</p> <p>23 -- I mean you did testify some to client</p> <p>24 complaints about Town & Country?</p> <p>25 A Yes. Absolutely.</p> | <p style="text-align: right;">Page 295</p> <p>1 what they would say or the chiropractor didn't</p> <p>2 even listen to their complaints.</p> <p>3 Q How many times would you hear complaints like</p> <p>4 this, would you estimate?</p> <p>5 A When you say --</p> <p>6 Q How frequently would you hear these complaints?</p> <p>7 A I mean every week. There were clients that</p> <p>8 would say stuff every week. Some clients it</p> <p>9 was -- yeah. It was a constant struggle to</p> <p>10 say, "Just keep going to treatment. Finish out</p> <p>11 your treatment." Especially if they were</p> <p>12 referred from Town & Country.</p> <p>13 Q You've provided some testimony today that -- to</p> <p>14 the effect of -- it's something that you told</p> <p>15 me, which was that Paul had a talk with all of</p> <p>16 the attorneys in the Columbus office where he</p> <p>17 said, "Do everything in your power to keep the</p> <p>18 case at Town & Country."</p> <p>19 A Right.</p> <p>20 Q What else do you remember about that, about</p> <p>21 that -- about that meeting or when Paul said</p> <p>22 that?</p> <p>23 A That was a constant order was we've got to keep</p> <p>24 Khan happy. And I think that's verbatim from</p> <p>25 what he said, "We've got to keep Khan happy."</p> |
| <p style="text-align: right;">Page 294</p> <p>1 Q Can you talk more about that, what you remember</p> <p>2 about that? Do you remember any specifics --</p> <p>3 any specific complaints?</p> <p>4 A About Town & Country or Dr. Ghoubrial?</p> <p>5 Q Town & Country.</p> <p>6 A Okay. It was pretty -- generally the</p> <p>7 complaints were the doctor didn't even -- or</p> <p>8 the chiropractor didn't say anything to me.</p> <p>9 I went in -- like I've been in there, so they</p> <p>10 have -- and it smells like cat litter.</p> <p>11 Q Do they keep cats there?</p> <p>12 A No, they don't. They had a dog there once.</p> <p>13 But -- yeah.</p> <p>14 But anyway, you go in and there's an area</p> <p>15 where multiple patients can be set up in just</p> <p>16 little chairs and have the E-stim with cold</p> <p>17 packs on. So they -- from what I understand,</p> <p>18 they get shuffled over there. And then they do</p> <p>19 that for a little bit and then they will go get</p> <p>20 adjusted by the chiropractor.</p> <p>21 But most of what I heard from clients was</p> <p>22 that they would get E-stim with cold packs, but</p> <p>23 then they would spend 5 minutes with the</p> <p>24 chiropractor and the chiropractor would adjust</p> <p>25 them wherever. And it didn't help at all is</p> | <p style="text-align: right;">Page 296</p> <p>1 We can't piss off Khan." So it was always,</p> <p>2 "Whatever we have to do to keep Khan happy,</p> <p>3 just do it."</p> <p>4 And that was to -- yeah. It was just to</p> <p>5 keep her happy, because we had so many cases</p> <p>6 coming back from her.</p> <p>7 Q And you mentioned something about Paul</p> <p>8 recording phone calls?</p> <p>9 A From clients, yeah. Because he was trying to</p> <p>10 cover his butt too with Akron if Naz went to</p> <p>11 Nestico or Brandy and threw a fit, so he would</p> <p>12 record phone calls of clients not wanting to</p> <p>13 treat there anymore. But he recorded phone</p> <p>14 calls a lot with -- there were so many odd</p> <p>15 issues that came up. So yeah. He was</p> <p>16 recording phone calls.</p> <p>17 And a lot of times I would be in there</p> <p>18 when it was a really hot issue, he would put</p> <p>19 the client on speakerphone and then take a</p> <p>20 cell phone and set it right there on record</p> <p>21 and record the speakerphone conversation.</p> <p>22 Q So he could protect himself --</p> <p>23 A Yep.</p> <p>24 Q -- if Nestico and Brandy would be upset with</p> <p>25 him if they heard a complaint from Naz?</p> |

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| <p style="text-align: right;">Page 297</p> <p>1 A Yeah.</p> <p>2 MR. POPSON: Objection.</p> <p>3 Q You said something about a radius outside of</p> <p>4 Town & Country. Do you recall that?</p> <p>5 A Yeah. So if we -- so Paul let us know that if</p> <p>6 the client was referred by Town & Country, we</p> <p>7 had to do whatever we can to keep them there.</p> <p>8 Now, a few instances, I can't remember client</p> <p>9 names, but they would say, "I'm not going back</p> <p>10 there. I'm not doing it. I won't go back in.</p> <p>11 I'm going to go get a different attorney that</p> <p>12 says I can treat somewhere else."</p> <p>13 Then Paul would say, "Well, if they're</p> <p>14 outside of --" We would do what we could.</p> <p>15 Talk to Ann Marie, who was the manager of</p> <p>16 Town & Country, and -- or essentially that's</p> <p>17 what she was. I don't know if that was her</p> <p>18 actual title. And try to see if there was</p> <p>19 anything she could do to get the client back</p> <p>20 in.</p> <p>21 But typically at that point Paul would</p> <p>22 say "You can --" as long as it's outside of --</p> <p>23 I don't remember what the radius was -- but as</p> <p>24 long as the client doesn't live within a</p> <p>25 certain radius of Town & Country, then we can</p> | <p style="text-align: right;">Page 299</p> <p>1 Okay. So clients told me that they've --</p> <p>2 so this came up in a few intakes or -- yeah.</p> <p>3 It was usually in intake where they said,</p> <p>4 "Well, I ended up at Town & Country because my</p> <p>5 insurance company told me to come here." And I</p> <p>6 would say, "That's really weird. What's the</p> <p>7 name of your insurance company? I don't know.</p> <p>8 They just called and said they're with my</p> <p>9 insurance company and said go in for a free</p> <p>10 medical appointment and we'll take care of your</p> <p>11 bills."</p> <p>12 So that was generally how it was phrased</p> <p>13 to me about how the client got to Town &</p> <p>14 Country. Because after a while I was curious</p> <p>15 too, like how did you get there. It was kind</p> <p>16 of crazy to see what marketing tactics that</p> <p>17 anybody goes through to get people into</p> <p>18 chiropractors.</p> <p>19 So the clients would say it was Will.</p> <p>20 And there's no -- like there's no Will that</p> <p>21 actually works for Town & Country, from what</p> <p>22 I've become aware of. And I think Paul told me</p> <p>23 that, that that's his fake name. He works out</p> <p>24 of Dr. Khan's basement. And he's the one that</p> <p>25 makes calls from the police reports and</p> |
| <p style="text-align: right;">Page 298</p> <p>1 tell Naz that he wanted -- the client wanted to</p> <p>2 go somewhere else closer to their residence.</p> <p>3 And we still -- there was still a risk</p> <p>4 with that with Naz because she's like, "Well,</p> <p>5 we provide transportation." But then we could</p> <p>6 say, "Well, the client is employed or the</p> <p>7 client can't be in the car half the day</p> <p>8 traveling to and from treatment when he's going</p> <p>9 three and four times a week."</p> <p>10 Q Do you know if Ann Marie still works at</p> <p>11 Town & Country?</p> <p>12 A I don't.</p> <p>13 Q Do you know her last name?</p> <p>14 A No. But her first name is all one word.</p> <p>15 Q Do you remember about how old she is?</p> <p>16 A Maybe -- she's Hispanic. And she -- I don't</p> <p>17 know. Maybe like between -- probably now about</p> <p>18 somewhere in the 30's.</p> <p>19 Q Okay. What do you remember about the</p> <p>20 telemarketers that Town & Country used? You</p> <p>21 talk about it in your affidavit that --</p> <p>22 A Yeah. Did I put in there how I became aware of</p> <p>23 the telemarketers? Will --</p> <p>24 Q Let's look. It's paragraph 9.</p> <p>25 A Thanks.</p> | <p style="text-align: right;">Page 300</p> <p>1 solicits these people from auto accidents to go</p> <p>2 in to Town & Country.</p> <p>3 Yeah. Do you need me to elaborate more</p> <p>4 than what's in my affidavit?</p> <p>5 Q Well, when the clients were telling you that</p> <p>6 the insurance company sent them to Town &</p> <p>7 Country, did you believe that was the case?</p> <p>8 A No. Absolutely not. Insurance companies</p> <p>9 wouldn't say, "Oh, go get treatment and we'll</p> <p>10 tell were you to go."</p> <p>11 Q So what did you infer from that?</p> <p>12 A That Town & Country was -- I mean it's not</p> <p>13 right. That Town & Country was telling --</p> <p>14 misrepresenting that they were the insurance</p> <p>15 company to the client saying, "Come in and</p> <p>16 treat."</p> <p>17 Q The three-to-one referral agreement that you</p> <p>18 testified about?</p> <p>19 A Yes.</p> <p>20 Q You said that Paul instructed Columbus</p> <p>21 attorneys about it routinely, correct?</p> <p>22 A He told me about it. I don't know -- there was</p> <p>23 just -- it seemed like there was attorneys</p> <p>24 coming and going so many times. Well, with the</p> <p>25 turnover. So I don't know.</p> |

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| <p style="text-align: right;">Page 301</p> <p>1 I don't remember a specific meeting with</p> <p>2 all of us attorneys, but I remember him</p> <p>3 expressing frustration to me. He would show me</p> <p>4 like at the end of the month the checks for --</p> <p>5 one month it was 81 or \$83,000 that we were for</p> <p>6 half of the month giving to Town & Country to</p> <p>7 pay them for bills. And he would say, "We had</p> <p>8 a good month. We only have to refer them a few</p> <p>9 cases."</p> <p>10 He set up the relationship with</p> <p>11 AcuHealth, so he liked being able to refer to</p> <p>12 chiros that he set up with because you saw the</p> <p>13 referral fee that you get.</p> <p>14 Q There was no doubt in your mind that the</p> <p>15 three-to-one, the instruction on the</p> <p>16 three-to-one referral agreement came from</p> <p>17 Akron, correct?</p> <p>18 MR. POPSON: Objection.</p> <p>19 A Well, okay. So it came from Paul, but I know</p> <p>20 that there were similar agreements like that up</p> <p>21 in Akron. Because Paul said that that's how it</p> <p>22 is with -- I don't remember the specific chiros</p> <p>23 up in Akron.</p> <p>24 Q Akron Square?</p> <p>25 A Yeah. And Canton Injury Center maybe.</p> | <p style="text-align: right;">Page 303</p> <p>1 Town & Country and that would be part of the</p> <p>2 initial paperwork when we would get on the</p> <p>3 phone with the client and we would say, "Okay.</p> <p>4 Well, you're going to sign a Fee Agreement and</p> <p>5 then other paperwork for the chiropractor. We</p> <p>6 encourage you to sign those; bla, bla, bla."</p> <p>7 And so that's how the Letters Of Protection got</p> <p>8 signed.</p> <p>9 Q Do you recall anyone ever telling you, a client</p> <p>10 ever telling you that they would not be seen --</p> <p>11 that -- strike that.</p> <p>12 Do you recall a client ever telling you</p> <p>13 that Town & Country refused to see them until</p> <p>14 they signed a Letter Of Protection?</p> <p>15 A I don't know for sure that they would refuse to</p> <p>16 see them, but they would say you -- when they</p> <p>17 came in, clients would tell me that Ann Marie</p> <p>18 would say, "You need to meet with an attorney</p> <p>19 before you get treatment."</p> <p>20 And so they would shuffle them straight</p> <p>21 back to this little conference room and usually</p> <p>22 Wes or some other investigator that we had</p> <p>23 would be sitting there or some days I would be</p> <p>24 there waiting to sign the patients as clients.</p> <p>25 Q And you would be there on days when there was a</p> |
| <p style="text-align: right;">Page 302</p> <p>1 Q Dr. Floros?</p> <p>2 A Yeah. But I think he's with Akron Square,</p> <p>3 right?</p> <p>4 Q Yes.</p> <p>5 A Yeah. So they were like the big -- they were</p> <p>6 like the Town & Country -- comparable to what</p> <p>7 we viewed Town & Country as. So yeah.</p> <p>8 Because I remember asking him multiple</p> <p>9 times how did you learn -- like how did you</p> <p>10 learn to just get this whole medical network</p> <p>11 referral going? And he explained how much he</p> <p>12 had done working up here and all of the</p> <p>13 experience he got. But he was creating</p> <p>14 Columbus to be like a little mini Akron. And</p> <p>15 he hustled. He built relationships.</p> <p>16 Q You mentioned that in -- that Town & Country</p> <p>17 would generally not start treating the clients</p> <p>18 until they signed a Letter Of Protection. Do</p> <p>19 you remember that?</p> <p>20 A Yeah. Yes. That's correct.</p> <p>21 Q So how did that work?</p> <p>22 A So typically -- it was all in the intake</p> <p>23 paperwork. If they would sign our</p> <p>24 Fee Agreement, then that was part of it.</p> <p>25 So that investigator would be there at</p> | <p style="text-align: right;">Page 304</p> <p>1 client with a serious injury?</p> <p>2 A No. Sometimes they would just say, "Amanda,</p> <p>3 we've got four cases coming in," or, "We've got</p> <p>4 a four back coming in", or, "We've got five</p> <p>5 different appointments lined up. If you want</p> <p>6 to just come in here, we'll just feed them</p> <p>7 right it in."</p> <p>8 Q And those were days when maybe Wes was busy and</p> <p>9 couldn't be there?</p> <p>10 A Yeah. Because Wes was retired, so sometimes he</p> <p>11 would be out of town. And then Paul and our</p> <p>12 other guy, sometimes they were hit or miss.</p> <p>13 Q Okay.</p> <p>14 A But sometimes attorneys could just get down</p> <p>15 there quicker.</p> <p>16 Q You mentioned earlier today a client that you</p> <p>17 had who was of Somalian descent?</p> <p>18 A Is this the one that I had my pay docked for</p> <p>19 his withdrawal?</p> <p>20 Q I don't remember. I just remember you</p> <p>21 mentioning a client of Somalian descent.</p> <p>22 There's a large population of Somalians</p> <p>23 in Columbus, correct?</p> <p>24 A That's correct. We had a Somali translator</p> <p>25 full-time, Abshir. I don't remember his last</p> |

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| <p style="text-align: right;">Page 305</p> <p>1 name. And then we had another one that would</p> <p>2 fill in as well.</p> <p>3 Q So Somalian translators worked at KNR?</p> <p>4 A Yeah.</p> <p>5 Q They were there every day?</p> <p>6 A Abshir was.</p> <p>7 Q Abshir?</p> <p>8 A Yeah. A B S H I R.</p> <p>9 Q Do you remember what his last name is?</p> <p>10 A No.</p> <p>11 Q Was that the entire time you were at the firm</p> <p>12 that he was there?</p> <p>13 A He was there after -- I started there and then</p> <p>14 he came later on. We had had translators.</p> <p>15 We had Spanish translators and Somali</p> <p>16 translators that would come in on certain days,</p> <p>17 but it was not consistent. But eventually we</p> <p>18 had to hire one that was full-time.</p> <p>19 Q Okay. There's been some back and forth about</p> <p>20 Dr. Ghoumbrial and who was recommending him,</p> <p>21 whether it was the lawyers or the chiropractors</p> <p>22 at Town & Country or wherever else.</p> <p>23 Town & Country would always recommend</p> <p>24 Dr. Ghoumbrial if the client wanted to see a</p> <p>25 doctor, correct?</p> | <p style="text-align: right;">Page 307</p> <p>1 Q At Town & Country?</p> <p>2 A Right. Well, that was the location where the</p> <p>3 doctor practiced out of. So we would have to</p> <p>4 downplay the chiropractic issue, because a lot</p> <p>5 of people aren't open to it. Well, there's a</p> <p>6 number of people that weren't open to it. And</p> <p>7 they would say, "I don't care. I'm not going</p> <p>8 to a chiropractor's office."</p> <p>9 So we would have to placate them and say,</p> <p>10 "You're not. It's just that's where the doctor</p> <p>11 practices out of. He goes to different</p> <p>12 facilities in Ohio and so he just uses an</p> <p>13 office there." And that's how we kind of had</p> <p>14 to explain it to calm the client down.</p> <p>15 Q So Dr. Ghoumbrial was working out of Town &</p> <p>16 Country's office, correct?</p> <p>17 A That's correct.</p> <p>18 Q And there were certain days every week that he</p> <p>19 would be there?</p> <p>20 A From my time there, it was every Friday.</p> <p>21 Q And Ann Marie or someone at Town & Country</p> <p>22 would work to coordinate that, correct?</p> <p>23 MR. BARMEN: Objection.</p> <p>24 A I don't know that. I just knew that he was</p> <p>25 there every Friday.</p> |
| <p style="text-align: right;">Page 306</p> <p>1 MR. POPSON: Objection.</p> <p>2 MR. BARMEN: Objection.</p> <p>3 A Well, as far as I'm aware, I never had any case</p> <p>4 where a client that sought M.D. treatment that</p> <p>5 was a patient of Town & Country was getting it</p> <p>6 from somewhere else that Town & Country would</p> <p>7 have referred them to.</p> <p>8 Q So you never became aware of any example where</p> <p>9 a KNR attorney directed a client to treat with</p> <p>10 Dr. Ghoumbrial and client came back and said</p> <p>11 that they weren't able to see him, do you?</p> <p>12 MR. POPSON: Objection.</p> <p>13 MR. BARMEN: Objection. She</p> <p>14 never said she was aware of any KNR attorney</p> <p>15 that directed --</p> <p>16 MR. PATTAKOS: She said that she</p> <p>17 did herself, so --</p> <p>18 MR. BARMEN: No, she didn't. She</p> <p>19 said she sent them to Town & Country.</p> <p>20 MR. PATTAKOS: I'm sorry, Brad.</p> <p>21 A No. Initially when we first started this</p> <p>22 morning, I do remember my testimony was that if</p> <p>23 they didn't want chiro treatment, we would say,</p> <p>24 "Get into Town & Country on a Friday and see</p> <p>25 the doctor."</p> | <p style="text-align: right;">Page 308</p> <p>1 Q Okay. So you never became aware of any example</p> <p>2 where you directed a client to treat with</p> <p>3 Ghoumbrial and the client came back and said,</p> <p>4 "Town & Country wouldn't recommend it, so I</p> <p>5 didn't get to see Ghoumbrial." That never</p> <p>6 happened, right?</p> <p>7 MR. BARMEN: Objection.</p> <p>8 A That never happened.</p> <p>9 Q And you knew that there were other lawyers in</p> <p>10 town who paid Ghoumbrial much less for his</p> <p>11 treatment and his injections, correct?</p> <p>12 MR. BARMEN: Objection.</p> <p>13 MR. POPSON: Objection.</p> <p>14 A I did learn that. And, actually, I do remember</p> <p>15 now. Diane Danafelt, I think she's with</p> <p>16 Nationwide. She's an adjuster. And she said</p> <p>17 that they only pay a few hundred bucks on his</p> <p>18 bills for other cases, so.</p> <p>19 Q With other firms you mean?</p> <p>20 A Yeah. Sorry. With other lawyers.</p> <p>21 Q How did you become aware that there were other</p> <p>22 lawyers in town who paid Ghoumbrial much less</p> <p>23 for his injections?</p> <p>24 MR. BARMEN: Whoa, whoa. Wait a</p> <p>25 second. Is this the same person you testified</p> |

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| <p style="text-align: right;">Page 309</p> <p>1 that was Allstate SIU.</p> <p>2 THE WITNESS: No. This is</p> <p>3 Diane Danafelt. The other name I gave was</p> <p>4 Jennifer Rizzo.</p> <p>5 MR. BARMEN: Yeah. The other</p> <p>6 name you gave is Jennifer Rizzo.</p> <p>7 MR. PATTAKOS: Jennifer Rizzo is</p> <p>8 Allstate SIU.</p> <p>9 MR. BARMEN: Well, when you gave</p> <p>10 Diane's name, I thought they both were.</p> <p>11 THE WITNESS: I don't know for</p> <p>12 sure. I think she's with Nationwide. But I</p> <p>13 don't know. She might be with Allstate.</p> <p>14 I can't remember. I haven't talked to Diane</p> <p>15 since I worked for the firm.</p> <p>16 MR. BARMEN: So the record is</p> <p>17 clear, you don't know who she's with.</p> <p>18 THE WITNESS: Right. That's</p> <p>19 correct.</p> <p>20 Q How did you know there were other lawyers in</p> <p>21 town who paid Ghoubril -- besides the</p> <p>22 conversation with Diane Danafelt, that there</p> <p>23 were other lawyers in town who paid Ghoubril</p> <p>24 much less for his injections than KNR did?</p> <p>25 MR. BARMEN: Objection.</p> | <p style="text-align: right;">Page 311</p> <p>1 personal injury practice that -- your limited</p> <p>2 personal injury practice that you had after you</p> <p>3 left KNR?</p> <p>4 A We never dealt with trigger point injections on</p> <p>5 the cases that I handled at Lardiere McNair.</p> <p>6 Q Because your clients there were largely</p> <p>7 treating with doctors who accepted their own</p> <p>8 insurance, correct?</p> <p>9 A Yeah. I didn't have to guide any of the</p> <p>10 treatment with those cases. They had found</p> <p>11 chiropractors or they had treatment going</p> <p>12 already or they were following the doctor's</p> <p>13 recommendation.</p> <p>14 Q And you wouldn't see trigger point injection on</p> <p>15 those cases?</p> <p>16 A I don't recall seeing any.</p> <p>17 Q What's your best estimate of how many of your</p> <p>18 clients ended up treating with Ghoubril while</p> <p>19 you were at KNR?</p> <p>20 A Oh, goodness.</p> <p>21 Q Percentage.</p> <p>22 A It's a lot of math. So if over 50 percent of</p> <p>23 mine are Town & Country, I would say maybe half</p> <p>24 of the Town & Country ones.</p> <p>25 Q What's your best estimate of how many of your</p> |
| <p style="text-align: right;">Page 310</p> <p>1 A I think I learned from that Kelly Philips;</p> <p>2 Brad Keating or Kelly Phillips. It was where</p> <p>3 Kelly went to work afterwards. And we were</p> <p>4 talking about the issues with -- well, that</p> <p>5 Horton had brought -- Rob Horton had brought up</p> <p>6 shortly after I left. And this all happened</p> <p>7 within a few months after I left. And Kelly</p> <p>8 was working at Brad Keating's office. So</p> <p>9 that's where I learned that the bills for</p> <p>10 Ghoubril were much lower in those PI cases.</p> <p>11 Q And you knew there were other doctors in town</p> <p>12 who would provide similar care that Ghoubril</p> <p>13 did for a much lower price, correct?</p> <p>14 MR. BARMEN: Objection.</p> <p>15 A Yeah. I became aware of that I think after I</p> <p>16 was done at KNR.</p> <p>17 Q And how did you become aware of that?</p> <p>18 A By just OAJ, just talking amongst the</p> <p>19 OAJ conventions. Because there was two a year,</p> <p>20 so it was a time all of us got together. And</p> <p>21 then our friend, family friend now who does</p> <p>22 them for -- she's a family physician.</p> <p>23 Q And you were testifying about that earlier?</p> <p>24 A Yeah.</p> <p>25 Q Did you also become aware of that in your own</p> | <p style="text-align: right;">Page 312</p> <p>1 clients who treated with Ghoubril ended up</p> <p>2 getting injections?</p> <p>3 A Oh. If you saw Ghoubril, you got injections.</p> <p>4 There was no other -- I don't recall any cases</p> <p>5 where any other treatment was administered.</p> <p>6 The clients would tell me that it was a</p> <p>7 two-minute appointment. There were no words</p> <p>8 exchanged between Dr. Ghoubril and the client.</p> <p>9 And the nurse would be the one to say, "Okay.</p> <p>10 Turn." And then the doctor would shoot them.</p> <p>11 Q Every once in a while a client would completely</p> <p>12 refuse an injection, right?</p> <p>13 A Yeah, they would. Or they would get one and</p> <p>14 say, "That hurt so bad, I'm not going back</p> <p>15 again."</p> <p>16 Q Did you ever have clients complain about</p> <p>17 Ghoubril that you can remember?</p> <p>18 A Yeah. I think -- well, besides the one I</p> <p>19 addressed a little bit ago about -- I don't</p> <p>20 know if I went into detail much about that.</p> <p>21 That was a huge issue.</p> <p>22 A woman who was already on pain</p> <p>23 medication, pills, for an issue before the auto</p> <p>24 accident happened. Auto accident happens. She</p> <p>25 goes to Dr. Ghoubril, Town & Country. And I</p> |

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| <p style="text-align: right;">Page 313</p> <p>1 don't believe she had any issues with 2 Town & Country, so. And she willingly went to 3 Dr. Ghoumbrial. 4 Was in a room with Dr. Ghoumbrial and his 5 nurse and said she was telling the nurse and 6 Dr. Ghoumbrial, just all three of them were in 7 the room. I think she had a friend in there 8 too. And so she was telling them, "Hey, I'm on 9 these medications already. Is this going to 10 contraindicate it? Is it safe to do these?" 11 And she said that they said, "Yeah. 12 Yeah. You'll be fine. These are just going to 13 help with your pain", in some words or other 14 that she was relaying this to me. 15 Because then -- like that was on a 16 Friday. She went to the hospital, Grant 17 Hospital, from what I recall, that weekend, and 18 was comatose. She was bleeding -- I think she 19 was bleeding out of her mouth and out of her 20 rectum because of the interaction of the pain 21 meds and the trigger point injections and also 22 with the pain meds she was taking previously. 23 So that's where I learned what was in 24 those trigger point injections, was reading 25 through those medical records. Because I</p> | <p style="text-align: right;">Page 315</p> <p>1 sufficient. I would say it was after July of 2 2014. 3 Q After July of 2014? 4 A Yeah. 5 Q Could it have been that fall? 6 A It could have, yeah. Because at that point I 7 was really -- I was independent. 8 Q Do you remember the client's name? 9 A No. 10 Q Do you remember anything about the client? 11 A Yeah. She was over 50. 12 Q What was her ethnicity? 13 A She was white with light colored hair. Very, 14 very, very talkative. I remember her being in 15 the office and talking about -- gosh -- 16 animals, dogs. Something about -- I think she 17 had like Husky's or something, because she 18 smelled kind of like dogs. But she loved dogs. 19 And, yeah. I just remember her just 20 going to town just talking about dogs and 21 wanting to show pictures. And I don't remember 22 her name, but she was over 50, white, 23 blond-ish, curly hair, maybe grayish, but a 24 light color hair. 25 Q Do you remember who ended representing her</p> |
| <p style="text-align: right;">Page 314</p> <p>1 addressed the issue with Paul. I said, "Paul, 2 this is a big issue. I think Dr. Ghoumbrial 3 messed up." 4 And he said, "Oh, we can't take the case. 5 We've got to refer it out. There's no way we 6 can sue Dr. Ghoumbrial." So then the case left 7 the firm at that point. we couldn't handle it 8 anymore. 9 Q Did you ever tell the client that the client 10 had a claim against Dr. Ghoumbrial? 11 A No. No. I was instructed not to. It was -- 12 Paul's face was priceless when that happened, 13 because when I showed him the medical records, 14 I remember him going, okay. we've got to get 15 this case out. 16 Q Who handled that? 17 A I don't know. I don't know what happened after 18 that. 19 Q Was it taken off of your plate? 20 A Oh, yeah. There was no more of me handling it. 21 Q Do you remember what date that was, around what 22 time of your tenure with the firm? 23 A No. None. 24 Q Was it in the middle? Was it toward the end? 25 A It was in the middle when I was self</p> | <p style="text-align: right;">Page 316</p> <p>1 afterwards? 2 A I don't remember at all. It might have been 3 discussed at the time. I just don't remember. 4 MR. PATTAKOS: John, you must 5 remember her name. Do you remember? 6 MR. REAGAN: This is not my 7 deposition. 8 MR. PATTAKOS: Do you remember? 9 MR. POPSON: He doesn't have to 10 answer any questions. 11 MR. PATTAKOS: You must you 12 remember, John. 13 MR. POPSON: Even if he does, he 14 doesn't have to answer your question. 15 MR. PATTAKOS: I have to notice 16 John's deposition, I think. 17 MR. POPSON: Knock yourself out. 18 He's not under oath. He's not here to testify 19 today. 20 MR. PATTAKOS: Okay. 21 MR. POPSON: If you want to send 22 us a discovery request for the information, 23 we'll consider it. 24 MR. PATTAKOS: David, do you 25 think it's funny that is this happened?</p> |

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| <p style="text-align: right;">Page 317</p> <p>1 MR. BEST: You are the town joke.</p> <p>2 That's what I think. You are the town joke.</p> <p>3 MR. PATTAKOS: Okay.</p> <p>4 MR. BARMEN: Okay.</p> <p>5 THE WITNESS: It's classless.</p> <p>6 It's okay.</p> <p>7 Q So they were asking you about the Kelly</p> <p>8 Phillips e-mail that they showed you?</p> <p>9 A Yeah.</p> <p>10 Q You said it was -- that if you were to question</p> <p>11 the treatment that Ghoumbrial was providing to</p> <p>12 your clients to anyone else at KNR, you knew it</p> <p>13 was a straight road to being fired. You said,</p> <p>14 "I knew there was a death sentence on that."</p> <p>15 Can you talk more about how you knew</p> <p>16 that?</p> <p>17 A Yeah. I think I've indicated it earlier in</p> <p>18 testimony. But yeah, you couldn't buck</p> <p>19 authority. If you were right, it didn't</p> <p>20 matter. Whatever Nestico said was what went.</p> <p>21 And it was definitely a power play between</p> <p>22 personalities all the time.</p> <p>23 And Kelly was -- Paul had issues with</p> <p>24 getting -- we had to be here at the office at</p> <p>25 8:30 in the morning and Kelly would come in</p> | <p style="text-align: right;">Page 319</p> <p>1 had treated with Ghoumbrial got paid.</p> <p>2 Do you recall that?</p> <p>3 A Yep.</p> <p>4 Q Would you also agree that it would have been</p> <p>5 better for the clients if the firm would have</p> <p>6 simply directed them to treat with another</p> <p>7 doctor?</p> <p>8 MR. BARMEN: Objection.</p> <p>9 MR. POPSON: Objection.</p> <p>10 A Oh, yeah.</p> <p>11 Q You testified that you would speak with</p> <p>12 adjusters who informed you that KNR, Ghoumbrial</p> <p>13 and Town & Country were, "A toxic combo"?</p> <p>14 A Yes.</p> <p>15 Q What's an SIU adjuster?</p> <p>16 A Special investigative unit.</p> <p>17 Q And why would they get involved with these</p> <p>18 cases, if you know?</p> <p>19 A I do know. Well, we --</p> <p>20 MR. POPSON: Objection.</p> <p>21 A -- noticed this pattern first.</p> <p>22 Grange cases, we would all have the same</p> <p>23 adjusters, like the same repeat adjusters. And</p> <p>24 in their signature bar on their e-mails or</p> <p>25 their correspondence letters it said,</p> |
| <p style="text-align: right;">Page 318</p> <p>1 maybe at 8:37 or 8:40 some days, never at 8:30</p> <p>2 or 8:25, and it ate at Paul so bad. Kelly was</p> <p>3 just a unique personality. But he was fine.</p> <p>4 He just pointed out issues that probably were</p> <p>5 all valid and legitimate.</p> <p>6 But yeah, we just knew you did not -- the</p> <p>7 rule here was you put your head down and work,</p> <p>8 at least at the Columbus office. You had no</p> <p>9 freedom. It was a lot of restraints and you</p> <p>10 did just whatever your supervisors told you to</p> <p>11 do; otherwise, you would lose your job and</p> <p>12 there was no questions asked. Like people were</p> <p>13 fired left and right without any notice.</p> <p>14 And you didn't always -- well, yeah.</p> <p>15 Case in point, you didn't always know. But</p> <p>16 yeah, if people didn't quit, they were fired,</p> <p>17 at least in the Columbus office.</p> <p>18 Q Jim asked you and you agreed that it was --</p> <p>19 when he was asking you about this Kelly</p> <p>20 Phillips e-mail, Jim asked you -- strike that.</p> <p>21 When he was asking you about this</p> <p>22 Kelly Phillips e-mail, Jim asked you, and you</p> <p>23 agreed, that it was in the client's best</p> <p>24 interest for the lawyer to do what you could to</p> <p>25 advocate and make sure that these clients who</p> | <p style="text-align: right;">Page 320</p> <p>1 "SIU adjuster", or, "SIU", just, "SIU." So</p> <p>2 then they would ask for recorded statements on</p> <p>3 treatment.</p> <p>4 So recorded statements were really common</p> <p>5 in the beginning on how an auto accident</p> <p>6 happened on the actual accident, but not so</p> <p>7 much on treatment. But if it was Grange or</p> <p>8 Allstate and then Nationwide, but Grange and</p> <p>9 Allstate were the worst, they would always get</p> <p>10 a recorded statement on treatment. And they</p> <p>11 would ask how did you come across your</p> <p>12 chiropractor or whatever.</p> <p>13 So I started asking the adjusters, I'm</p> <p>14 like, "What are you guys trying to get at?"</p> <p>15 And they would be open about it. And they</p> <p>16 would say, "Well, we think that there's some</p> <p>17 kind of collusion going on between KNR and</p> <p>18 Town & Country and KNR and Dr. Ghoumbrial."</p> <p>19 And so Grange and Allstate kind of both</p> <p>20 practiced the same way, always set recorded</p> <p>21 statements. Grange always asked for</p> <p>22 examinations under oath and asked about the</p> <p>23 client's treatment, all of that stuff.</p> <p>24 But yeah, they were -- they made it</p> <p>25 clear, the adjuster, you could ask any of them,</p> |

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| <p style="text-align: right;">Page 321</p> <p>1 and they would make it clear that they were --</p> <p>2 their target was to figure out what the</p> <p>3 relationship was and what kind of treatment the</p> <p>4 actual chiropractor was giving to clients when</p> <p>5 they went to Town & Country.</p> <p>6 One of the adjusters, I don't remember</p> <p>7 which one, but it was SIU with Grange or</p> <p>8 Allstate, had said the pattern we're seeing is</p> <p>9 that people are going there because they're</p> <p>10 told to by their attorneys and they're not</p> <p>11 getting -- they don't have injuries when they</p> <p>12 go in, but they also don't -- there's nothing</p> <p>13 that's done to them except for a quick like pop</p> <p>14 with an activator, like chiropractors use an</p> <p>15 activator, and that's it.</p> <p>16 So that's what the adjusters would tell</p> <p>17 me was going on. And that raised suspicions to</p> <p>18 them because then the adjusters are like, well,</p> <p>19 we're getting these bills for thousands of</p> <p>20 dollars for unsubstantiated treatment.</p> <p>21 Q And did you ever raise these issue with your</p> <p>22 superiors at KNR?</p> <p>23 A Yeah. Well, Paul and I talked about it a lot</p> <p>24 and we were talking about how do you get around</p> <p>25 these recorded statements. And you can't.</p> | <p style="text-align: right;">Page 323</p> <p>1 statements in the Columbus office, but nobody</p> <p>2 went into great detail like Grange and Allstate</p> <p>3 did and then I think there was Nationwide that</p> <p>4 started shortly or towards my last few months</p> <p>5 there.</p> <p>6 Q There was not a shortage of M.D.'s in Columbus</p> <p>7 who would treat car accident victims and take</p> <p>8 payment on their own -- strike that.</p> <p>9 There was not a shortage of M.D.'s in</p> <p>10 Columbus who would treat car accident victims</p> <p>11 and accept payment from the victim's health</p> <p>12 insurance, correct?</p> <p>13 MR. BARMEN: Objection.</p> <p>14 MR. POPSON: Objection.</p> <p>15 A I didn't feel like there was a shortage.</p> <p>16 There was always options. But I also -- I</p> <p>17 don't know if I searched more than other</p> <p>18 attorneys did.</p> <p>19 Q You weren't really instructed to search for</p> <p>20 those doctors, were you?</p> <p>21 A Nope. Ghoubrial was the M.D.</p> <p>22 Q And Lower Lights Christian Center, they would</p> <p>23 take any patient that had health insurance,</p> <p>24 correct?</p> <p>25 A Health insurance, even without health</p> |
| <p style="text-align: right;">Page 322</p> <p>1 You can't get around the EUO, examination under</p> <p>2 oath.</p> <p>3 But yeah, it was pretty much we just had</p> <p>4 to do it. But in most ways we had to coach the</p> <p>5 clients on what they were going to be asked,</p> <p>6 because it was the same questions -- 30 minutes</p> <p>7 usually for the recorded statements and it was</p> <p>8 the same questions over and over.</p> <p>9 So we could coach the clients and say,</p> <p>10 "Hey, you're going to be asked this. It's</p> <p>11 going to hurt you if you say this. It will</p> <p>12 help you if you say this."</p> <p>13 Q So this only happened on Town & Country cases</p> <p>14 while you were in Columbus?</p> <p>15 A Sometimes you get a stray one. Okay. So yes,</p> <p>16 not just Town & Country. It was happening</p> <p>17 whenever there was -- like every once in a</p> <p>18 while an insurance company would say, "Well, we</p> <p>19 want a full recorded statement on the --" like</p> <p>20 if it's a low impact but with injuries, like if</p> <p>21 it's a low impact case, they want to know how</p> <p>22 the accident happened and what injuries they</p> <p>23 had right away, but they didn't go into detail</p> <p>24 about the actual treatment.</p> <p>25 So low impact cases often got recorded</p> | <p style="text-align: right;">Page 324</p> <p>1 insurance. They were kind of like a charity</p> <p>2 place. But they didn't ask for a Letter Of</p> <p>3 Protection, but I always offered it. I don't</p> <p>4 know that -- I don't recall if we ever sent one</p> <p>5 over.</p> <p>6 Q Why did you offer it?</p> <p>7 A Just so that they would continue treatment.</p> <p>8 It was conditioned in me because we made sure</p> <p>9 that every chiropractor did. So it was weird</p> <p>10 to have someone treat a patient -- it was just</p> <p>11 not how I was wired to handle a case.</p> <p>12 Like what I would tell a client is go to</p> <p>13 Lower Lights. If they need to work under a</p> <p>14 Letter Of Protection or LOP, I would explain to</p> <p>15 them, just say those words, then tell them that</p> <p>16 we will.</p> <p>17 Q Because at KNR almost all of the cases that you</p> <p>18 handled you were instructed to use an LOP --</p> <p>19 A Right.</p> <p>20 Q -- as a matter of policy, correct?</p> <p>21 A If the chiro didn't send it, they would usually</p> <p>22 request one from us.</p> <p>23 Q The majority of KNR clients on the cases you</p> <p>24 worked on had health insurance of some kind,</p> <p>25 correct?</p> |

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|---|--|
| <p style="text-align: right;">Page 325</p> <p>1 A Yeah. It was typically Care Source, Mellina, Paramount, some form of Medicaid.</p> <p>2</p> <p>3 Q And you said earlier that it was a bigger issue in Akron to find physicians to treat car accident victims. How did you come to that opinion?</p> <p>4</p> <p>5</p> <p>6</p> <p>7 A I think maybe it was a discussion that Paul and I had, that's that's why they had such a big medical referral network that was built up by the firm was the need for it, but we didn't necessarily need that.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12 Q That's what Paul told you?</p> <p>13</p> <p>14 A Yeah. It was in a conversation.</p> <p>15</p> <p>16 Q You didn't know based on any investigation or any personal experience that you had, correct?</p> <p>17</p> <p>18 A Right. I didn't handle cases.</p> <p>19</p> <p>20 MR. POPSON: Peter, I'm not trying to interpret you here, but I see some hand shaking. Are you okay?</p> <p>21</p> <p>22 THE NOTARY: Oh, I'm okay.</p> <p>23</p> <p>24 MR. PATTAKOS: I'm just trying to move fast.</p> <p>25</p> <p>26 MR. POPSON: Yeah. I know. I just noticed the hand shaking.</p> <p>27</p> <p>28 THE NOTARY: They were kind of</p> | <p style="text-align: right;">Page 327</p> <p>1 a lot of cases one quarter and beat him. And so I'm sure -- I was praised for that for sure and got bonus for it.</p> <p>2</p> <p>3</p> <p>4 Q And you rode first class on the way to Punta Cana. How many other KNR lawyers rode first class on that trip?</p> <p>5</p> <p>6</p> <p>7 A Oh, gosh. I would say less than half of them that went.</p> <p>8</p> <p>9 Q And Josh didn't ride first class on that trip, right?</p> <p>10</p> <p>11 A I can't remember.</p> <p>12</p> <p>13 Q Okay.</p> <p>14</p> <p>15 A I don't know. Brandy and Rob Nestico did. Maybe Josh did at least one of the ways.</p> <p>16</p> <p>17 Q How many women went on this trip?</p> <p>18</p> <p>19 A It was originally zero. There was no other pre-lit female attorneys at the time, but my husband wasn't okay with me going on a trip with all of these guys because there had been -- I kept him in the loop on the drama and the rumors that were happening up in Akron.</p> <p>20</p> <p>21</p> <p>22 And I said, "Can you believe that this is what goes on?" And he's like, "Oh, that's horrible." And so then when I said, "Hey, I'm invited on this trip, but no spouses." And he</p> |
| <p style="text-align: right;">Page 326</p> <p>1 cramping up. I'm fine though.</p> <p>2</p> <p>3 Q So the trip to Punta Cana, you rode first class on the way to Punta Cana, didn't you?</p> <p>4</p> <p>5 A Not all attorneys did, but yeah.</p> <p>6</p> <p>7 Q I mean you specifically?</p> <p>8</p> <p>9 A Yeah. Rob Nestico made sure that I rode first class.</p> <p>10</p> <p>11</p> <p>12 Q And why was that?</p> <p>13</p> <p>14 A Probably to give me a taste of the good life. It was awesome. I had never been in first class before. So yeah, he -- yeah. It was like he was looking out for me. Just wanted to make it a good experience. But it was nice.</p> <p>15</p> <p>16 Q You had outperformed Josh Angelotta that month?</p> <p>17</p> <p>18 A I don't know if it was that month. It was one quarter where we had that meeting, because with the volume of cases, he would always have the highest fees consistently over all attorneys. But with the volume, in order for me to meet those quotas that I had each month, it was just by nature you just settled a lot of cases. You had to.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 They had lower value in Columbus. So to get that that quota, you had to settle a lot of cases. So just by nature, I ended up settling</p> | <p style="text-align: right;">Page 328</p> <p>1 said, "I don't know if I feel so comfortable with that."</p> <p>2</p> <p>3 And so I told Paul and Paul said, "You can't not go on the trip. That's a huge disrespect." So I said, "Well, can I ask Brandy to go?" So they allowed Brandy to go to make sure that I wasn't the only female on the trip.</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9 Q You talked about Rob Horton complaining about the narrative fees?</p> <p>10</p> <p>11 A Yeah. That's where I learned about the -- yeah, that they were an issue.</p> <p>12</p> <p>13 Q And --</p> <p>14</p> <p>15 A Other attorneys did too, but he stemmed it.</p> <p>16</p> <p>17 Q And he was frustrated that these fees had to be paid on every case?</p> <p>18</p> <p>19 A Yeah. Yeah. It was becoming an issue. And I think he was more upset about it because he knew that it was wrong and that it was -- that something was wrong with it.</p> <p>20</p> <p>21</p> <p>22 MR. POPSON: Objection.</p> <p>23</p> <p>24 Q That it wasn't helping the case?</p> <p>25</p> <p>26 MR. POPSON: Move to strike.</p> <p>27</p> <p>28 A Yeah. That it was -- yeah, it was hurting it, because it was an extra bill you had to pay</p> |

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| <p style="text-align: right;">Page 329</p> <p>1 that the insurance company wasn't going to</p> <p>2 compensate you for.</p> <p>3 Q And these narrative reports weren't necessarily</p> <p>4 making the cases easier to settle?</p> <p>5 MR. POPSON: Objection.</p> <p>6 A From what I understand, correct. They were BS</p> <p>7 is the terms that someone used.</p> <p>8 Q Did anything an investigator ever did at KNR</p> <p>9 ever help you as an attorney in resolving one</p> <p>10 of your cases?</p> <p>11 A Not resolving it, no.</p> <p>12 Q When we spoke you mentioned at one point that</p> <p>13 Liberty Capital Funding was the easiest loan</p> <p>14 company to work with?</p> <p>15 A Yeah.</p> <p>16 Q Is that true?</p> <p>17 A Yeah. They were -- I liked referring to PCF</p> <p>18 because I knew the owner of PCF and he was</p> <p>19 really nice. But Liberty Capital Funding made</p> <p>20 it really easy and really fast to get loans.</p> <p>21 Everything was electronic and they would -- it</p> <p>22 seems like it was easier to get approval for</p> <p>23 more money early on in a case; whereas, PCF,</p> <p>24 they would approve less money and it would be a</p> <p>25 little bit more thorough process. Like they</p> | <p style="text-align: right;">Page 331</p> <p>1 So yeah, I don't think I would have --</p> <p>2 yeah. If I knew it was like a crappy case that</p> <p>3 wouldn't yield a lot of -- a high settlement or</p> <p>4 liability was an issue, I probably wouldn't</p> <p>5 have asked for the loan.</p> <p>6 But sometimes clients were really</p> <p>7 difficult, so we just said, "Okay. Client, do</p> <p>8 what you can. We'll do what we can to get it</p> <p>9 pushed through." Because if the case didn't</p> <p>10 settle, Liberty Capital didn't get paid.</p> <p>11 Q Jim asked you to quantify the damage that was</p> <p>12 done to clients in instances where you or some</p> <p>13 member of the firm mislead them. Do you recall</p> <p>14 that?</p> <p>15 A Yes. Monetary damage.</p> <p>16 Q Yeah. And you said that you thought that the</p> <p>17 clients might have been better off because you</p> <p>18 increased the medical bill for them by --</p> <p>19 A Well, the chances -- yeah. It increased our</p> <p>20 chances of getting any money on the case as</p> <p>21 opposed to getting no money for extra</p> <p>22 treatment.</p> <p>23 Q But you don't know that that's the case,</p> <p>24 correct?</p> <p>25 A No. I don't know that that's the case.</p> |
| <p style="text-align: right;">Page 330</p> <p>1 would ask more specific questions like child</p> <p>2 support arrearages and stuff like that;</p> <p>3 whereas, Liberty Capital Funding at the time</p> <p>4 was simple. It was less questions, less time</p> <p>5 and more money for the client.</p> <p>6 Q Do you recall any instance where Liberty</p> <p>7 Capital Funding ever denied a client's funding</p> <p>8 request?</p> <p>9 A I don't recall a specific instance, but I have</p> <p>10 to believe that if liability -- I don't think</p> <p>11 we could get a loan on any case where there was</p> <p>12 -- where liability was an issue.</p> <p>13 Q But you wouldn't have asked in that case,</p> <p>14 right?</p> <p>15 A What do you --</p> <p>16 Q You wouldn't have asks Cero for a loan in a</p> <p>17 case where there was no liability, correct?</p> <p>18 MR. POPSON: Objection. Form.</p> <p>19 She doesn't ask for the loans. But go ahead.</p> <p>20 A Well, typically what I would do, I would give</p> <p>21 the client the information. And so then Cero</p> <p>22 would send us an e-mail asking for the</p> <p>23 information and our paralegal would fill that</p> <p>24 out like on accident -- like date of accident,</p> <p>25 if the report is issued.</p> | <p style="text-align: right;">Page 332</p> <p>1 Q And it would only be good for the client if the</p> <p>2 client got an increased share of the higher</p> <p>3 bills, correct?</p> <p>4 A Yes.</p> <p>5 MR. POPSON: Objection.</p> <p>6 Q And you're not sure that that happened, are</p> <p>7 you?</p> <p>8 A I'm not sure.</p> <p>9 MR. MANNION: Excuse me one</p> <p>10 second. What client are we talking about?</p> <p>11 This is a hypothetical client? I couldn't hear</p> <p>12 everything. Is there a name or is it a</p> <p>13 hypothetical?</p> <p>14 MR. PATTAKOS: We were talking</p> <p>15 about her testimony about the clients as a</p> <p>16 whole.</p> <p>17 MR. POPSON: Yeah. There was no</p> <p>18 specific client, Tom.</p> <p>19 MR. MANNION: Oh. This is just</p> <p>20 some make believe person?</p> <p>21 Q So don't you think it's possible that a</p> <p>22 significant portion of your clients might have</p> <p>23 been better off financially had they treated</p> <p>24 with providers that would accept their own</p> <p>25 health insurance --</p> |

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|---|---|
| <p style="text-align: right;">Page 333</p> <p>1 MR. MANNION: Objection.</p> <p>2 Which clients?</p> <p>3 Q -- instead of on an LOP?</p> <p>4 A Right. Yeah.</p> <p>5 MR. MANNION: Objection. Which</p> <p>6 client? which client, ma'am?</p> <p>7 Q You don't have to answer his questions.</p> <p>8 MR. MANNION: Yes, you do.</p> <p>9 which client, ma'am? Who are you talking</p> <p>10 about, ma'am?</p> <p>11 A He's got to be this tall from the way he</p> <p>12 sounds. Okay. Sorry. Go ahead.</p> <p>13 Q Don't you think it's possible that a</p> <p>14 significant portion of your clients might have</p> <p>15 been better off financially had they treated</p> <p>16 with providers that were more respected by the</p> <p>17 insurance adjusters?</p> <p>18 MR. POPSON: Objection.</p> <p>19 MR. BARMEN: Objection.</p> <p>20 A Yes. Because I saw the pattern with</p> <p>21 settlements.</p> <p>22 Q And you saw when SIU would get involved too,</p> <p>23 correct?</p> <p>24 A Yeah. You had to prep the client like, hey,</p> <p>25 this is going to be a tough case to settle.</p> | <p style="text-align: right;">Page 335</p> <p>1 firms that handled PI cases like Lardier &</p> <p>2 McNair, they -- yeah, it was crazy what we</p> <p>3 would get on just chiro only cases. We would</p> <p>4 get more on chiro only cases for the similar or</p> <p>5 same amount of treatment that at KNR that they</p> <p>6 had for chiro, plus M.D. With Ghoubrial.</p> <p>7 MR. POPSON: Objection.</p> <p>8 Q The e-mail, this Exhibit J where they put --</p> <p>9 put their oppo research file --</p> <p>10 MR. MANNION: Objection. Which</p> <p>11 client are you referring to, ma'am?</p> <p>12 Q -- and the e-mail at the front, the e-mails at</p> <p>13 the front where they're talking about the</p> <p>14 client who was addicted to drugs, addicted to</p> <p>15 crack you said?</p> <p>16 A Yep.</p> <p>17 Q It wasn't necessarily uncommon to have clients</p> <p>18 act like this, correct?</p> <p>19 MR. POPSON: Objection.</p> <p>20 A I didn't -- I wasn't always aware of drug</p> <p>21 addiction issues; however, there were</p> <p>22 definitely drug addicted clients. It was</p> <p>23 obvious when you were talking to them or when</p> <p>24 you met with them. But yeah, it was -- yeah.</p> <p>25 We definitely dealt with some unique</p> |
| <p style="text-align: right;">Page 334</p> <p>1 We'll do our best to settle it, but with this</p> <p>2 insurance company, they're not going to throw a</p> <p>3 lot of money your way. So I would tell them,</p> <p>4 "Don't plan on retiring off of your</p> <p>5 settlement." I would make sure they're</p> <p>6 prepared.</p> <p>7 Q And don't you think it's possible that a</p> <p>8 significant portion of your clients might have</p> <p>9 been better off had they not come to KNR at all</p> <p>10 and just settled with the insurance company and</p> <p>11 avoided paying the attorneys fees?</p> <p>12 MR. POPSON: Objection.</p> <p>13 MR. MANNION: I'm going to object</p> <p>14 again. Speculation. I would like to know</p> <p>15 which client. This is ridiculous.</p> <p>16 Ma'am, which clients are you talking</p> <p>17 about?</p> <p>18 Q Please answer my question. Thank you.</p> <p>19 A Yeah. That was an ongoing issue because Paul</p> <p>20 and I even talked about that, about how</p> <p>21 sometimes them hiring us and treating at</p> <p>22 Town & Country, it was like a death sentence</p> <p>23 for their case, that they weren't going to get</p> <p>24 much money out of it.</p> <p>25 But working at other PI firms after that,</p> | <p style="text-align: right;">Page 336</p> <p>1 personalities.</p> <p>2 MR. MANNION: Object again.</p> <p>3 Which clients are you referring to, ma'am?</p> <p>4 Q Okay. When you left KNR, when you were</p> <p>5 terminated --</p> <p>6 MR. MANNION: Excuse me. Can we</p> <p>7 please have for the record who she's referring</p> <p>8 to?</p> <p>9 MR. PATTAKOS: We're talking</p> <p>10 about Exhibit J, Tom. The client that is --</p> <p>11 MR. MANNION: Yeah. But we're</p> <p>12 talking about some hypothetical client?</p> <p>13 MR. PATTAKOS: Tom, your</p> <p>14 testimony is noted. Thank you.</p> <p>15 Q When you left --</p> <p>16 MR. MANNION: My testimony is not</p> <p>17 noted. My objection is noted.</p> <p>18 We're definitely going to have to go</p> <p>19 another day, so start looking at your calendar,</p> <p>20 ma'am, because I have no idea who you're</p> <p>21 talking about.</p> <p>22 THE WITNESS: You can get me</p> <p>23 after my maternity leave.</p> <p>24 Q When you left KNR, when you were terminated,</p> <p>25 you offered to represent some of the clients</p> |

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| <p style="text-align: right;">Page 337</p> <p>1 that you once represented at the firm, correct?</p> <p>2 A Say that one more time.</p> <p>3 Q You tried to take some of the clients with you,</p> <p>4 correct?</p> <p>5 A Well, that was originally -- because I wanted</p> <p>6 to still make money and -- but it was -- yeah.</p> <p>7 Yeah.</p> <p>8 So there were like -- I was talking with</p> <p>9 Rob Horton and we were trying to figure out the</p> <p>10 ethical rules on how to take certain clients,</p> <p>11 because there were issues with notifying</p> <p>12 clients when you leave. But yeah, I ultimately</p> <p>13 did not take any clients.</p> <p>14 Q And what do you recall about those</p> <p>15 conversations with Horton?</p> <p>16 A That there was an ethical duty to notify the</p> <p>17 clients when the attorney changed or the</p> <p>18 attorney handling the case left the firm, but</p> <p>19 it wasn't worth the battle after a while</p> <p>20 because I was happy at my job at that point.</p> <p>21 Q Did you ever hear anything from Nestico on</p> <p>22 this?</p> <p>23 A Rob Horton had told me that -- so he was kind</p> <p>24 of playing Nestico and getting feedback from</p> <p>25 Nestico. And Nestico was kind of whining to</p> | <p style="text-align: right;">Page 339</p> <p>1 (Recess taken.)</p> <p>2 THE VIDEOGRAPHER: Back on the</p> <p>3 record.</p> <p>4 MR. BARMEN: We have had a</p> <p>5 discussion off record with all counsel.</p> <p>6 It is my understanding Mr. Pattakos and</p> <p>7 the witness have to leave by 6:30 p.m. It is</p> <p>8 now after 6:00 p.m. The defendants are not</p> <p>9 done with the questioning of this witness who</p> <p>10 is still under subpoena, so we are going to</p> <p>11 suspend with the understanding that</p> <p>12 Ms. Lantz is going to look at her calendar</p> <p>13 tomorrow and get back to us and let us know if</p> <p>14 we can reconvene in Springfield on Wednesday,</p> <p>15 the 3rd of April. If that doesn't work, we</p> <p>16 will find another mutually convenient date in</p> <p>17 the next week or so.</p> <p>18 Counsel?</p> <p>19 MR. PATTAKOS: We'll do our best.</p> <p>20 MR. BEST: We can't go to do our</p> <p>21 best.</p> <p>22 MR. MANNION: If we don't come up</p> <p>23 with a mutually convenient date, guys, then</p> <p>24 let's keep going as long as we need to tonight.</p> <p>25 THE WITNESS: No. I have a</p> |
| <p style="text-align: right;">Page 338</p> <p>1 him about me and saying I was so horrible;</p> <p>2 bla, bla, bla. All of that stuff.</p> <p>3 And so Rob showed me some of the texts or</p> <p>4 read them to me, because all of our</p> <p>5 communication was by phone. He's up here and</p> <p>6 I'm down in Columbus.</p> <p>7 So he told me Nestico was saying, "Oh,</p> <p>8 I'm going to -- she's dumb, ditsy, doesn't know</p> <p>9 what she's doing." These are just the gists of</p> <p>10 it I just very vaguely recall. And that, "I'm</p> <p>11 going to sue her for everything she's worth."</p> <p>12 And that was always his default was, "I'm just</p> <p>13 going to sue."</p> <p>14 And so, yeah. It was -- I didn't -- I'm</p> <p>15 not a drama person, so it was just -- yeah. It</p> <p>16 just kind of fizzled out.</p> <p>17 MR. PATTAKOS: I have no further</p> <p>18 questions for this witness right now.</p> <p>19 MR. POPSON: Well, I do. And I</p> <p>20 think the court reporter probably needs a</p> <p>21 break.</p> <p>22 MR. PATTAKOS: The court reporter</p> <p>23 seems like she's doing fine.</p> <p>24 MR. BEST: I can use a break. I</p> <p>25 need to use the restroom.</p> | <p style="text-align: right;">Page 340</p> <p>1 three-hour drive.</p> <p>2 MR. PATTAKOS: And she's seven</p> <p>3 months pregnant and she's been here all day,</p> <p>4 so.</p> <p>5 MR. MANNION: It's not our fault.</p> <p>6 You opened the door.</p> <p>7 MR. BARMEN: Wait, wait. When we</p> <p>8 had this discussion off record, everything was</p> <p>9 agreed to until now you're hedging your bets</p> <p>10 when we're on the record. I'm talking to you,</p> <p>11 Peter. I'm not talking to the witness.</p> <p>12 MR. MANNION: She's under</p> <p>13 subpoena. Just start asking questions.</p> <p>14 She's under subpoena.</p> <p>15 MR. BARMEN: So we need a date</p> <p>16 within the next coming week that we can make</p> <p>17 this work, understanding in Springfield,</p> <p>18 understanding it may have to be after hours</p> <p>19 too.</p> <p>20 MR. PATTAKOS: And I don't know</p> <p>21 that would can guarantee that we can make it</p> <p>22 work within the next week. Maybe it happens</p> <p>23 within the next two weeks.</p> <p>24 THE WITNESS: Yeah. I would like</p> <p>25 to get it done within the next month, the</p> |

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| <p style="text-align: right;">Page 341</p> <p>1 earliest as possible.</p> <p>2 MR. PATTAKOS: We'll get it done</p> <p>3 within the next two weeks.</p> <p>4 MR. POPSON: What's the date</p> <p>5 today?</p> <p>6 MR. BARMEN: Today is the 28th.</p> <p>7 MR. POPSON: So we have your</p> <p>8 assurance that it will be done before the</p> <p>9 April 15 deadline that we are facing right now?</p> <p>10 MR. PATTAKOS: Yes.</p> <p>11 MR. POPSON: We also had -- I</p> <p>12 mentioned to you earlier we had a scheduling</p> <p>13 issue to discuss. Do you want to talk about</p> <p>14 that now or do you want to get on the phone</p> <p>15 tomorrow?</p> <p>16 MR. PATTAKOS: We can get on the</p> <p>17 phone tomorrow. We're going to go.</p> <p>18 MR. BARMEN: You're still under</p> <p>19 subpoena. Nice meeting you. Drive safe.</p> <p>20 THE WITNESS: Thank you. Have a</p> <p>21 good night.</p> <p>22 MR. BEST: I'm concerned about</p> <p>23 delaying this discussion about the other</p> <p>24 depositions.</p> <p>25 MR. BARMEN: He's walking out.</p> | <p style="text-align: right;">Page 343</p> <p>1 THE STATE OF OHIO,) SS:</p> <p>2 COUNTY OF CUYAHOGA.)</p> <p>3 I, Aimee N. Szinte, a Notary Public within and</p> <p>4 for the State of Ohio, duly commissioned and</p> <p>5 qualified, do hereby certify that AMANDA LANTZ,</p> <p>6 ESQ., was first duly sworn to testify the truth,</p> <p>7 the whole truth and nothing but the truth in the</p> <p>8 cause aforesaid; that the testimony then given by</p> <p>9 him was by me reduced to stenotypy in the presence</p> <p>10 of said witness, afterwards transcribed on a</p> <p>11 computer/printer, and that the foregoing is a true</p> <p>12 and correct transcript of the testimony so given by</p> <p>13 him as aforesaid.</p> <p>14 I do further certify that this deposition</p> <p>15 was taken at the time and place in the foregoing</p> <p>16 caption specified, that I am not a relative,</p> <p>17 counsel or attorney of either party, or otherwise</p> <p>18 interested in the events of this action.</p> <p>19 IN WITNESS WHEREOF, I have hereunto set my</p> <p>20 hand and affixed my seal of office at Cleveland,</p> <p>21 Ohio, on this 1st day of April, 2019.</p> <p>22 _signature_ _notary_</p> <p>23</p> <p>24 Aimee N. Szinte, Notary Public</p> <p>25 within and for the State of Ohio</p> |
| <p style="text-align: right;">Page 342</p> <p>1 MR. POPSON: We'll go off the</p> <p>2 record.</p> <p>3 (Off the record at 6:07 p.m.)</p> <p>4 - - - -</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | <p style="text-align: right;">Page 344</p> <p>1 THE STATE OF OHIO)</p> <p>2) SS:</p> <p>3 COUNTY OF CUYAHOGA)</p> <p>4</p> <p>5 Before me, a Notary Public in and for said</p> <p>6 state and county, personally appeared the</p> <p>7 above-named AMANDA LANTZ, ESQ., Who acknowledged</p> <p>8 that she/he did sign the foregoing transcript and</p> <p>9 that the same is a true and correct transcript of</p> <p>10 the testimony so given.</p> <p>11 IN TESTIMONY WHEREOF, I have hereunto</p> <p>12 affixed my name and official seal at</p> <p>13 this day of</p> <p>14 , 2019.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19 Notary Public</p> <p>20</p> <p>21 My Commission Expires:</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> |

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| <p style="text-align: right;">Page 346</p> <p>1 IN THE COURT OF COMMON PLEAS 2 OF SUMMIT COUNTY, OHIO 3 4 Member Williams, : 5 Plaintiff, : 6 vs. : Case No. CV-2016-09-3928 7 Kisling, Nestico & : 8 Redick, LLC, et al., : 9 Defendants. : 10 11 VIDEOTAPED DEPOSITION OF AMANDA LANTZ, ESQ. 12 13 VOLUME 2 14 15 Taken at Courtyard by Marriott 16 100 South Fountain Avenue 17 Springfield, OH 45502 18 April 3, 2019, 3:42 p.m. 19 20 21 U.S. Legal Support 22 30800 Telegraph Road, Ste. 2925 23 Bingham Farms, Michigan 48025 24 888-644-8080 25</p> | <p style="text-align: right;">Page 348</p> <p>1 Wednesday Afternoon Session 2 April 3, 2019, 3:42 p.m. 3 4 S T I P U L A T I O N S 5 6 It is stipulated by counsel in attendance that 7 the deposition of Amanda Lantz, Esq., a witness 8 herein, called by the Defendants for 9 cross-examination, may be taken at this time by 10 the notary by agreement of counsel and without 11 notice or other legal formality, that said 12 deposition may be reduced to writing in stenotypy 13 by the notary, whose notes may thereafter be 14 transcribed out of the presence of the witness; 15 that proof of the official character and 16 qualification of the notary is waived. 17 18 19 20 21 22 23 24 25</p> |
| <p style="text-align: right;">Page 347</p> <p>1 A P P E A R A N C E S 2 3 ON BEHALF OF PLAINTIFF: 4 5 Pattakos Law Firm, LLC 6 101 Ghant Road 7 Fairlawn, OH 44333 8 By Peter Pattakos, Esq. 9 10 ON BEHALF OF DEFENDANT KISLING, NESTICO & REDICK: 11 12 Lewis, Brisbois, Bisgaard & Smith LLP 13 1375 East 9th Street, Ste. 2250 14 Cleveland, OH 44114 15 By Thomas P. Mannion, Esq. 16 and 17 Sutter, O'Connell & Farchione Co., LPA 18 1301 East Ninth Street, Ste. 3600 19 Cleveland, OH 44114-1831 20 By James M. Popson, Esq. 21 22 ON BEHALF OF DEFENDANT GHOURBIAL: 23 24 Lewis, Brisbois, Bisgaard & Smith LLP 25 1375 East 9th Street, Ste. 2250 Cleveland, OH 44114 By Brad J. Barmen, Esq. ALSO PRESENT: Michael Lane - Videographer John Reagan, Esq.</p> | <p style="text-align: right;">Page 349</p> <p>1 I N D E X 2 Examination By Page 3 Mr. Mannion - Cross 357 4 Mr. Barmen - Cross 489 5 Mr. Pattakos - Further Cross 500 6 Mr. Mannion - Further Cross 504 7 8 Defendants' Exhibits Page 9 Exhibit K - Case Note Text Search Report, 371 10 2/3/14 11 12 Exhibit L - Case Note Text Search Report, 402 13 3/20/14 14 Exhibit M - Case Note Text Search Report, 426 15 5/27/14 16 17 Exhibit N - E-mail from Lantz, 1/12/15 426 18 19 20 21 22 23 24 25</p> |

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| <p style="text-align: right;">Page 350</p> <p>1 THE VIDEOGRAPHER: We are now on the 2 record. This is the video recorded deposition of 3 Amanda Lantz, Esquire, volume two, being taken on 4 Wednesday, April 3rd, 2019. The time is now 5 3:42 p.m. We are located a 100 South Fountain 6 Avenue, Springfield, Ohio. We are here in the 7 matter of Member Williams, et al. verse Kisling, 8 Nestico & Redick, LLC, et al. The case number is 9 CV-2016-09-3928 in the Summit County Ohio Court of 10 Common Pleas. My name is Michael Lane, video 11 technician. Will the court reporter swear in the 12 witness and the attorneys briefly identify 13 themselves for the record, please. 14 - - - - - 15 AMANDA LANTZ, ESQ. 16 being first duly sworn, testifies and says as 17 follows: 18 - - - - - 19 MR. PATTAKOS: Attorney Peter Pattakos 20 for the plaintiffs. 21 MR. MANNION: Tom Mannion for the KNR 22 defendants. 23 MR. BARMEN: Brad Barmen for 24 Dr. Ghoubrial. 25 MR. POPSON: Jim Popson for the KNR</p> | <p style="text-align: right;">Page 352</p> <p>1 THE WITNESS: I will walk out if -- 2 MR. MANNION: We'll get through this. 3 THE WITNESS: -- I'm not able to finish 4 questions, if you guys -- 5 MR. MANNION: Ma'am -- 6 THE WITNESS: -- go off into a fight. 7 MR. MANNION: -- you know the record. 8 THE WITNESS: Sir -- 9 MR. MANNION: You know what the rules 10 are, right? I'm going to ask you some questions. 11 MR. PATTAKOS: I think this witness has 12 every right to make -- 13 MR. MANNION: If you think I'm 14 violating the rules -- 15 MR. PATTAKOS: -- her preliminary 16 statement of the conditions. 17 MR. MANNION: If you think I'm 18 violating the rules -- 19 THE WITNESS: No. I'm not -- I'm not 20 doing this. I'm not. 21 MR. MANNION: Ma'am. 22 THE WITNESS: Again, I sat through -- 23 MR. MANNION: Ma'am. 24 THE WITNESS: I gave you 14 hours of 25 my --</p> |
| <p style="text-align: right;">Page 351</p> <p>1 defendants. 2 THE WITNESS: Before we go any further, 3 I do want to make sure that it's known on the 4 record to all attorneys, I don't know if anybody, 5 who wasn't copied in the e-mail that I sent over 6 the weekend confirming today's date and time. I 7 am -- 8 MR. MANNION: You have to leave at 9 6:00. 10 THE WITNESS: Right. I have to leave 11 at 6:00. 12 MR. MANNION: Got it. 13 THE WITNESS: But the first day, I 14 don't know if you were in on all of the call, got 15 very hostile, unprofessional, time was wasted and 16 commentary that was unnecessary for the Court. 17 MR. MANNION: If you don't mind, 18 please. 19 THE WITNESS: However -- just let me 20 finish. 21 MR. MANNION: No. No. This is my 22 deposition, ma'am. 23 THE WITNESS: But when you ask 24 questions -- 25 MR. MANNION: We'll get through this.</p> | <p style="text-align: right;">Page 353</p> <p>1 MR. MANNION: So what do you want -- 2 THE WITNESS: -- time the first day. 3 MR. MANNION: So what do you want to 4 say? You didn't give 14 hours. 5 MR. PATTAKOS: Why don't you let her 6 finish her statement, Tom. 7 THE WITNESS: Is this how the whole 8 deposition is going to be with you? 9 MR. MANNION: I'm just going to ask you 10 questions. You're going to answer questions. 11 THE WITNESS: Have Jim give me 12 questions. I think it's better if Jim does. He 13 let me finish my sentences. 14 MR. MANNION: Ma'am, I haven't asked 15 you a question yet. 16 THE WITNESS: I'm still -- 17 MR. MANNION: You're under subpoena. 18 THE WITNESS: I'm still providing you 19 my statement. 20 MR. MANNION: Go ahead and give us your 21 statement. 22 MR. PATTAKOS: Put your microphone back 23 on. 24 MR. MANNION: Did you prepare this with 25 Mr. Pattakos or is this all on your own?</p> |

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|--|---|
| <p style="text-align: right;">Page 354</p> <p>1 THE WITNESS: Believe it or not, I've</p> <p>2 got a brain up here, I can figure things out on my</p> <p>3 own. If this is going to get hostile and</p> <p>4 unprofessional --</p> <p>5 MR. MANNION: It wasn't.</p> <p>6 THE WITNESS: -- I will walk out.</p> <p>7 MR. MANNION: Go ahead.</p> <p>8 THE WITNESS: This is your first, last</p> <p>9 and final warning today. You've been --</p> <p>10 MR. MANNION: Well, this is --</p> <p>11 THE WITNESS: You've been here --</p> <p>12 MR. MANNION: This is your warning as</p> <p>13 well.</p> <p>14 THE WITNESS: I don't know what to do</p> <p>15 at this point.</p> <p>16 MR. MANNION: This is your warning as</p> <p>17 well because you're under subpoena, ma'am.</p> <p>18 THE WITNESS: Sorry.</p> <p>19 MR. MANNION: I'm not being hostile.</p> <p>20 THE WITNESS: No. You're not letting</p> <p>21 me finish. If this is how the whole deposition is</p> <p>22 going to go, that's not fair. That's not fair.</p> <p>23 MR. MANNION: What do you want to say?</p> <p>24 THE WITNESS: This is a waste of your</p> <p>25 money. I'm out.</p> | <p style="text-align: right;">Page 356</p> <p>1 MR. BARMEN: You didn't even get hello</p> <p>2 out.</p> <p>3 MR. MANNION: I know. Witness is --</p> <p>4 unless you --</p> <p>5 MR. BARMEN: It's a nice day for a</p> <p>6 drive.</p> <p>7 MR. MANNION: Not really. I was</p> <p>8 supposed to be in -- somewhere else.</p> <p>9 (Ms. Lantz entered the room.)</p> <p>10 MR. PATTAKOS: I just want to note on</p> <p>11 the record that this witness is seven and a half</p> <p>12 months or 30 weeks pregnant. We spent all day --</p> <p>13 the defendants spent all day questioning her up in</p> <p>14 Akron last week after she drove three hours each</p> <p>15 way. I made a 40-minute cross-examination. And</p> <p>16 any legitimate scope of inquiry could only be</p> <p>17 related to that cross-examination.</p> <p>18 I am very concerned that what's</p> <p>19 happening here is the defendants have gone back,</p> <p>20 they're digging into the testimony of Ms. Lantz</p> <p>21 that they didn't like, and they continue to make</p> <p>22 her sit here and answer questions in a manner that</p> <p>23 is unduly burdensome. Their deposition</p> <p>24 concluded --</p> <p>25 MR. MANNION: Peter, please let it go.</p> |
| <p style="text-align: right;">Page 355</p> <p>1 MR. MANNION: Are you seriously walking</p> <p>2 out?</p> <p>3 THE WITNESS: I am walking out.</p> <p>4 MR. MANNION: You're not going to</p> <p>5 answer questions?</p> <p>6 THE WITNESS: Jim, let me finish</p> <p>7 sentences. You guys switch spots and --</p> <p>8 MR. MANNION: No. No. No. No. I'm</p> <p>9 allowed to ask questions, ma'am. Okay.</p> <p>10 MR. PATTAKOS: I'll go see what I can</p> <p>11 do.</p> <p>12 THE VIDEOGRAPHER: Should I go off the</p> <p>13 video record?</p> <p>14 MR. MANNION: No, actually.</p> <p>15 MR. POPSON: Leave it on now?</p> <p>16 MR. MANNION: What's that?</p> <p>17 MR. POPSON: Leave it on now?</p> <p>18 MR. MANNION: Yeah, leave it on.</p> <p>19 MR. POPSON: Okay.</p> <p>20 MR. BARMEN: That wasn't orchestrated,</p> <p>21 was it.</p> <p>22 MR. MANNION: Yeah.</p> <p>23 MR. BARMEN: Shouldn't be so mean in</p> <p>24 your questions.</p> <p>25 MR. MANNION: Didn't ask one yet.</p> | <p style="text-align: right;">Page 357</p> <p>1 MR. PATTAKOS: -- after they were --</p> <p>2 they were initially -- initially done with their</p> <p>3 questions, turn the witness over to me. I asked</p> <p>4 questions for approximately 40 minutes. And any</p> <p>5 further questioning could only relate to that --</p> <p>6 to that scope of questions that could possibly be</p> <p>7 legitimate.</p> <p>8 So if this is going to be abusive</p> <p>9 questioning, I think the witness has every right</p> <p>10 to leave. This is unduly burdensome as it is.</p> <p>11 So, Tom, I really hope you will be on your best</p> <p>12 behavior today. That's all.</p> <p>13 MR. MANNION: That was insulting.</p> <p>14 - - - - -</p> <p>15 CROSS-EXAMINATION</p> <p>16 BY MR. MANNION:</p> <p>17 Q. We're here by agreement. All the</p> <p>18 parties have agreed to this date and time. Peter</p> <p>19 hit on every topic, nearly, in his</p> <p>20 cross-examination of you, so every topic is out</p> <p>21 there because he's hit on them all, and I'll start</p> <p>22 with one of them, which is: You mentioned</p> <p>23 something about Town & Country's marketing.</p> <p>24 A. You'll have to refresh my memory.</p> <p>25 Q. Okay. Well, let me ask you this: Do</p> |

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| <p style="text-align: right;">Page 358</p> <p>1 you have any personal knowledge of how</p> <p>2 Town & Country markets?</p> <p>3 A. Just based on what I heard through KNR</p> <p>4 employees.</p> <p>5 Q. Okay. And who are not officers of</p> <p>6 Town & Country, true?</p> <p>7 A. Correct.</p> <p>8 Q. Who can't speak for Town & Country, can</p> <p>9 they?</p> <p>10 A. I don't know that. I don't know what</p> <p>11 type of relationship they have. I'm going to say</p> <p>12 I don't know.</p> <p>13 Q. Well, they didn't represent themselves</p> <p>14 as agents of Town & Country when they told you</p> <p>15 that, correct?</p> <p>16 A. They did not.</p> <p>17 Q. Okay. And who told you what?</p> <p>18 A. In regards to what?</p> <p>19 Q. Telemarketing at Town & Country?</p> <p>20 A. Paul Steele -- are you regarding -- are</p> <p>21 you referring to my previous testimony on day one?</p> <p>22 Q. I'm asking: What is your knowledge of</p> <p>23 Town & Country's marketing?</p> <p>24 A. So if I understand where you're going</p> <p>25 with this, the marketing that was addressed on day</p> | <p style="text-align: right;">Page 360</p> <p>1 law firms paid Dr. Ghoumbrial less than KNR pays</p> <p>2 him?</p> <p>3 A. I became aware of that later on, I</p> <p>4 think after I left.</p> <p>5 Q. Okay. Let me ask you to clarify. Did</p> <p>6 you mean that he charges the patient less or that</p> <p>7 he just doesn't take as many reductions with KNR</p> <p>8 files?</p> <p>9 A. I don't recall specifically. I</p> <p>10 don't -- I just know that generally, and my memory</p> <p>11 might have been more fresh four years ago, five</p> <p>12 years ago after my departure, but, yeah, I don't</p> <p>13 know. I know that other -- from what I recall, I</p> <p>14 believe that other lawyers did not have to pay him</p> <p>15 as much as what we were paying him at KNR.</p> <p>16 Q. And you're not sure whether that means</p> <p>17 he charged the client less or whether they got</p> <p>18 more reductions?</p> <p>19 A. That's correct.</p> <p>20 Q. And you heard this from whom?</p> <p>21 A. I think I only -- or I heard it through</p> <p>22 lawyers at OAJ, Ohio Association for Justice, that</p> <p>23 annual conferences -- well, they would do them in</p> <p>24 November and in May.</p> <p>25 Q. Who --</p> |
| <p style="text-align: right;">Page 359</p> <p>1 one that I had knowledge of was that Paul Steele</p> <p>2 had made it known to me that Will was the marketer</p> <p>3 for Town & Country who worked out of Dr. Khan's</p> <p>4 basement, would make phone calls to victims in</p> <p>5 auto accident reports, and then make phone</p> <p>6 calls -- well, make phone calls to them telling</p> <p>7 them to contact the -- a medical provider. And</p> <p>8 they would say, well, we're a medical provider,</p> <p>9 your insurance company wants you to come see us,</p> <p>10 and they would set up an appointment.</p> <p>11 Q. Okay. And Paul certainly didn't tell</p> <p>12 you that KNR wanted them to do that, did he?</p> <p>13 A. Oh, no. No.</p> <p>14 Q. Okay. You certainly never wanted</p> <p>15 Town & Country to do something like that, did you?</p> <p>16 A. I did not.</p> <p>17 Q. Okay. And you never heard anybody from</p> <p>18 Town & Country say that?</p> <p>19 A. I didn't.</p> <p>20 Q. So do you have any personal knowledge</p> <p>21 of how Town & Country does their marketing, other</p> <p>22 than hearsay?</p> <p>23 A. What Paul told me. Just what Paul told</p> <p>24 me.</p> <p>25 Q. Okay. You also mentioned that other</p> | <p style="text-align: right;">Page 361</p> <p>1 A. So I don't know specifically. I talked</p> <p>2 to a lot of lawyers at those conferences.</p> <p>3 Q. Do you have any name you could give me?</p> <p>4 A. None.</p> <p>5 Q. And how did they know that they were</p> <p>6 paying Ghoumbrial less than KNR?</p> <p>7 A. It just got around with plaintiff's</p> <p>8 lawyers, just every -- I mean, everybody talked</p> <p>9 about that similar chiropractors, similar doctors,</p> <p>10 similar issues like orthopedic consultants, stuff</p> <p>11 like that.</p> <p>12 Q. But was the talk about his bill to the</p> <p>13 patients or the amount of reductions --</p> <p>14 A. Oh.</p> <p>15 Q. -- or you're not sure?</p> <p>16 A. I don't know specifically. That was a</p> <p>17 lot of details so long ago.</p> <p>18 Q. And do you know how many of those folks</p> <p>19 knew what KNR paid Dr. Ghoumbrial?</p> <p>20 A. Probably just from attorneys talking</p> <p>21 about it.</p> <p>22 Q. Okay.</p> <p>23 A. There were a lot of attorneys that -- I</p> <p>24 mean, worked there, left there.</p> <p>25 Q. And you didn't see any of these bills</p> |

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| <p style="text-align: right;">Page 362</p> <p>1 or settlement memorandums to verify that, fair?</p> <p>2 A. I did not.</p> <p>3 Q. And you can't even give us a single</p> <p>4 name of anyone who told you that?</p> <p>5 A. Can't.</p> <p>6 Q. Okay. You have no personal knowledge</p> <p>7 that Dr. Ghoubrial charged his patients less when</p> <p>8 KNR wasn't involved, do you?</p> <p>9 A. No, I don't know. And I have no</p> <p>10 personal knowledge of that.</p> <p>11 Q. And you have no personal knowledge that</p> <p>12 other law firms are able to obtain bigger</p> <p>13 reductions on Dr. Ghoubrial's fees for their</p> <p>14 clients, are you -- do you?</p> <p>15 A. No, I have no knowledge of that.</p> <p>16 Q. Okay. You also talked a little bit</p> <p>17 about how some pre-litigation attorneys would</p> <p>18 settle cases for less than their full value so</p> <p>19 that it didn't go to litigation. Did I say pre?</p> <p>20 A. Yeah.</p> <p>21 Q. Let me rephrase the whole thing.</p> <p>22 That some pre-litigation attorneys, if</p> <p>23 they thought the case was going to go to</p> <p>24 litigation, would settle it for less than its true</p> <p>25 value because it affected their pay?</p> | <p style="text-align: right;">Page 364</p> <p>1 Q. Where -- did you ever have a client</p> <p>2 have to advance litigation expenses at KNR?</p> <p>3 A. No. Not on any of my cases that I can</p> <p>4 recall.</p> <p>5 Q. Who told you to say that?</p> <p>6 A. Paul Steele.</p> <p>7 Q. And are you aware of a single client</p> <p>8 who had to advance pre -- litigation expenses at</p> <p>9 KNR?</p> <p>10 A. No. Not that I can recall off the top</p> <p>11 of my head. We may have. Like to -- to get more</p> <p>12 medical records, like to get -- I don't -- I don't</p> <p>13 know.</p> <p>14 Q. I'm not asking about "may." I mean, do</p> <p>15 you recall a single time, without telling me the</p> <p>16 name, where you know a client had to advance</p> <p>17 litigation expenses?</p> <p>18 A. No. Because most of them couldn't.</p> <p>19 Q. Do you have a time that you remember</p> <p>20 any client being asked to?</p> <p>21 A. Yeah.</p> <p>22 Q. Who?</p> <p>23 A. All the -- very often. I would listen</p> <p>24 to Paul, I would listen to other attorneys doing</p> <p>25 it. Paul taught us how to -- most of us attorneys</p> |
| <p style="text-align: right;">Page 363</p> <p>1 A. That's correct.</p> <p>2 Q. Okay. Did you do that?</p> <p>3 A. You know, I don't -- I -- if cases went</p> <p>4 to litigation, it seemed like it was always --</p> <p>5 well, no, I don't -- I don't know. I can't recall</p> <p>6 specifically a case off the top of my head where I</p> <p>7 thought, wow, we're really taking a hit on this</p> <p>8 settlement just so I can get a bonus off of it. I</p> <p>9 would always run them by the client</p> <p>10 with questionable settlements. But I can't think</p> <p>11 of any specifically where I just thought we were</p> <p>12 disadvantaging the client for my own benefit.</p> <p>13 Q. And ultimately it's a client's decision</p> <p>14 whether to settle, fair?</p> <p>15 A. Ultimately, yes.</p> <p>16 Q. And you never forced a client to</p> <p>17 settle, did you?</p> <p>18 A. No. But we taught persuasive tactics</p> <p>19 and encouraging them to settle. Like saying they</p> <p>20 would have to advance litigation expenses if we</p> <p>21 went further, knowing that they came to us because</p> <p>22 they couldn't afford a lawyer that most likely</p> <p>23 they weren't going to -- even if they wanted to go</p> <p>24 to litigation, they couldn't pay the \$2,000</p> <p>25 litigation expenses.</p> | <p style="text-align: right;">Page 365</p> <p>1 had never been to jury trial, at least for a PI</p> <p>2 case.</p> <p>3 Q. Okay.</p> <p>4 A. So we learned a lot through Paul, who</p> <p>5 had jury trial experience. And he said, well,</p> <p>6 these are the factors you need to get the client</p> <p>7 to consider in going to a jury trial. Doesn't</p> <p>8 mean they're going to get retirement out of it</p> <p>9 just because they're taking it to a jury trial,</p> <p>10 so...</p> <p>11 Q. Expenses could be higher?</p> <p>12 A. It could be, yep.</p> <p>13 Q. And that would come out of any verdict,</p> <p>14 true?</p> <p>15 A. Right. True.</p> <p>16 Q. But did you ever hear Paul say you have</p> <p>17 to send KNR a check in advance for expenses?</p> <p>18 A. The way it was phrased was you would</p> <p>19 have to front litigation expenses or you would</p> <p>20 have to advance litigation expenses. Somewhere</p> <p>21 along those lines.</p> <p>22 Q. Okay.</p> <p>23 A. And it was usually \$2,000.</p> <p>24 Q. You never said that to a client?</p> <p>25 A. Yeah, we were instructed to.</p> |

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| <p style="text-align: right;">Page 366</p> <p>1 Q. You did?</p> <p>2 A. Yes.</p> <p>3 Q. Did you ever actually ask a client for</p> <p>4 that money?</p> <p>5 A. You mean where they -- are you</p> <p>6 asking --</p> <p>7 Q. Send it in, if you want to go to</p> <p>8 litigation, send it in?</p> <p>9 A. Oh, yeah, that was part of our --</p> <p>10 Q. Okay.</p> <p>11 A. -- our way to get them to take</p> <p>12 settlements.</p> <p>13 Q. And you never once, though, received an</p> <p>14 advance from a client?</p> <p>15 A. No.</p> <p>16 Q. Okay. And you're not aware of a single</p> <p>17 client sending in an advance for the expenses, are</p> <p>18 you?</p> <p>19 A. Not -- no, not that I'm aware of.</p> <p>20 Q. Okay. And at the times that you were</p> <p>21 advocating settlement for your client, one of the</p> <p>22 things you should talk to them about is that jury</p> <p>23 trials are more expensive, fair?</p> <p>24 A. Right, that's true.</p> <p>25 Q. Because ultimately the expenses have to</p> | <p style="text-align: right;">Page 368</p> <p>1 think, oh, we'll force it down their throat. I</p> <p>2 still had a little compassion for them.</p> <p>3 Q. Well, you never once tried to push a</p> <p>4 client into a settlement that you thought was bad</p> <p>5 for them, did you?</p> <p>6 A. No. Sometimes I knew the adjusters</p> <p>7 would have more if we pushed them more, but the</p> <p>8 client would say, no, I'll take it. Just leave it</p> <p>9 as it is.</p> <p>10 Q. Okay. And, again, that was the</p> <p>11 client's decision?</p> <p>12 A. Ultimately, yes.</p> <p>13 Q. Okay. Did you think you were doing</p> <p>14 something wrong with that?</p> <p>15 A. No. No.</p> <p>16 Q. And do you know of any -- well, I'll</p> <p>17 give you some context for my question. You said</p> <p>18 that you don't believe you ever settled a case for</p> <p>19 less than it was worth so that you can make more</p> <p>20 money on the case --</p> <p>21 A. Correct.</p> <p>22 Q. -- rather than have it go to</p> <p>23 litigation?</p> <p>24 Do you know anybody who did?</p> <p>25 A. Not through personal knowledge, just</p> |
| <p style="text-align: right;">Page 367</p> <p>1 come out of whatever verdict they get, fair?</p> <p>2 A. Right.</p> <p>3 Q. And that's good advice that you're</p> <p>4 giving them, isn't it?</p> <p>5 A. I would say it is accurate advice.</p> <p>6 Q. Okay. And it's your duty to tell them</p> <p>7 that, isn't it?</p> <p>8 A. It is.</p> <p>9 Q. Okay. Did you ever force a client to</p> <p>10 take a settlement that you thought they should not</p> <p>11 take?</p> <p>12 A. I don't feel -- some of them -- it was</p> <p>13 more often the case that I would say, here's the</p> <p>14 offer, you could probably get more if we went to a</p> <p>15 jury trial. And then they would say, that's okay,</p> <p>16 I'll take it. I just want to go -- I just want to</p> <p>17 be done with this, so --</p> <p>18 Q. It was their decision?</p> <p>19 A. Ultimately, yes.</p> <p>20 Q. Okay. Did you ever have a time where</p> <p>21 you thought, well, maybe if I work it a little</p> <p>22 harder, we'll get a little more, but I don't</p> <p>23 really care about this client, I'll just force it</p> <p>24 down their throat?</p> <p>25 A. No. I never would -- I would never</p> | <p style="text-align: right;">Page 369</p> <p>1 hearsay through the office.</p> <p>2 Q. Okay. So you've never seen any case or</p> <p>3 examined any case where you thought, wow, they</p> <p>4 shouldn't have done that, they did that just for</p> <p>5 the money?</p> <p>6 A. Right.</p> <p>7 Q. Okay. And you haven't had anybody</p> <p>8 admit to you that they did that, true?</p> <p>9 A. I don't recall.</p> <p>10 Q. You don't recall any as you sit here,</p> <p>11 fair?</p> <p>12 A. I -- I don't know yes or no to that.</p> <p>13 Q. Okay. Can you name any KNR lawyer who</p> <p>14 admitted that to you?</p> <p>15 A. I can't, because remember I just said</p> <p>16 that I don't know if they did or did not. It's</p> <p>17 details that I kind of let go over the past</p> <p>18 several years.</p> <p>19 Q. And that's fine. But I don't want to</p> <p>20 end up at trial and then have you say, yeah, Paul</p> <p>21 said he did this or so-and-so said they did this.</p> <p>22 A. Well, I imagine the trial will be years</p> <p>23 down the road, so I'll probably remember less</p> <p>24 then.</p> <p>25 Q. Okay. And my question is --</p> |

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| <p style="text-align: right;">Page 370</p> <p>1 A. And my answer is still the same.</p> <p>2 Q. Just let me finish it, okay?</p> <p>3 Do you recall any KNR lawyer telling</p> <p>4 you, I settled this case for less than what it's</p> <p>5 worth because if it went to litigation, I was</p> <p>6 going to get less money?</p> <p>7 A. I don't remember anybody specifically</p> <p>8 saying that.</p> <p>9 Q. Okay. Do you remember anybody</p> <p>10 specifically saying anything close to that?</p> <p>11 A. Not off the top of my head.</p> <p>12 Q. And you certainly don't remember any</p> <p>13 specific names of anybody who said that, true?</p> <p>14 A. Right. Correct.</p> <p>15 Q. Okay. Speaking of that -- of that same</p> <p>16 issue, though, I want to show you some -- if you</p> <p>17 can mark that, please.</p> <p>18 MR. POPSON: I don't remember what we</p> <p>19 left off at.</p> <p>20 MR. MANNION: Anybody remember?</p> <p>21 MR. BARMEN: I have my little stack</p> <p>22 here.</p> <p>23 MR. POPSON: I've got a stack</p> <p>24 somewhere, too.</p> <p>25 MR. PATTAKOS: It's on the transcript.</p> | <p style="text-align: right;">Page 372</p> <p>1 A. I would say so from my experiences.</p> <p>2 Q. And you never put false information --</p> <p>3 A. No.</p> <p>4 Q. -- in Needles?</p> <p>5 A. No.</p> <p>6 Q. And I think one of the things you said</p> <p>7 at the first deposition was that you tried to</p> <p>8 document the information clients gave you when</p> <p>9 they called in with the client contact?</p> <p>10 A. Yeah, most of the time.</p> <p>11 Q. Okay. And you're not a Needles expert,</p> <p>12 I take it?</p> <p>13 A. No.</p> <p>14 Q. Do you know if you go back in, there's</p> <p>15 actually a date stamped that will show --</p> <p>16 A. When the note was made?</p> <p>17 Q. -- when things were made?</p> <p>18 A. No, I don't think I know that.</p> <p>19 Q. All right.</p> <p>20 A. Or I don't think I knew that.</p> <p>21 Q. One way or another you don't know,</p> <p>22 fair?</p> <p>23 A. Right.</p> <p>24 Q. Okay. So at any rate, when it says</p> <p>25 assigned to A. Lantz, that would be you?</p> |
| <p style="text-align: right;">Page 371</p> <p>1 Here.</p> <p>2 MR. BARMEN: J, I think, with her.</p> <p>3 MR. PATTAKOS: I think that's right,</p> <p>4 but let me look at the transcript. I thought I</p> <p>5 had the transcript open, but --</p> <p>6 MR. BARMEN: J was the last one with</p> <p>7 her.</p> <p>8 - - - - -</p> <p>9 Thereupon, Defendants' Exhibit K is marked</p> <p>10 for purposes of identification.</p> <p>11 - - - - -</p> <p>12 Q. Handing you what's been marked as</p> <p>13 Exhibit K for the record. And does this look like</p> <p>14 some Needles notes?</p> <p>15 A. It does.</p> <p>16 Q. Okay. And by the way, one of the</p> <p>17 things you mention in Needles, you talked about</p> <p>18 people going back in and putting information in</p> <p>19 after the fact?</p> <p>20 A. Right.</p> <p>21 Q. Are you saying they put false</p> <p>22 information in?</p> <p>23 A. Oh, I don't know that.</p> <p>24 Q. Okay. You're just saying maybe they</p> <p>25 forgot to document something and put it in later?</p> | <p style="text-align: right;">Page 373</p> <p>1 A. Correct.</p> <p>2 Q. And we -- obviously we've redacted the</p> <p>3 client's name, but we have the case number in</p> <p>4 there. And it says here, accident was in</p> <p>5 February 2013, signing at home with Wes at</p> <p>6 7:00 p.m. tonight. So that means the client would</p> <p>7 have already called in and talked with somebody at</p> <p>8 KNR, right?</p> <p>9 A. Correct.</p> <p>10 Q. And I think what you told us in the</p> <p>11 first deposition is that the process is if you</p> <p>12 would take one of those intake calls, you would</p> <p>13 explain the contingency fee agreement to them</p> <p>14 before sending Wes out, true?</p> <p>15 A. A lawyer would, right.</p> <p>16 Q. Right. Whoever handled it?</p> <p>17 A. Right.</p> <p>18 Q. So when we look at this, if it was done</p> <p>19 by typical procedure, some lawyer would have</p> <p>20 talked to this client and had them already agree</p> <p>21 they wanted to sign with KNR, true?</p> <p>22 A. True.</p> <p>23 Q. And it could have been you if it was</p> <p>24 assigned to you, but it might have been somebody</p> <p>25 else?</p> |

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| <p style="text-align: right;">Page 374</p> <p>1 A. Correct.</p> <p>2 Q. And you would not send Wes out if the</p> <p>3 client that you were talking to had not agreed,</p> <p>4 fair?</p> <p>5 A. That's correct.</p> <p>6 Q. Okay. Now, in this particular case, it</p> <p>7 looks like they had a lawyer at the time, but they</p> <p>8 weren't able to reach him. Do you see that?</p> <p>9 A. Right. Scott Schiff.</p> <p>10 Q. Do you know Scott?</p> <p>11 A. Not personally.</p> <p>12 Q. Okay.</p> <p>13 A. Just from the PI world.</p> <p>14 Q. Okay. If you look at the second page,</p> <p>15 and this looks like an e-mail from you that is --</p> <p>16 let me see here --</p> <p>17 A. Right.</p> <p>18 Q. -- we're a couple days after the case</p> <p>19 came in, blank, the client's name, is all done</p> <p>20 treating?</p> <p>21 A. Right.</p> <p>22 Q. Okay. And it said, she treated at</p> <p>23 Town & Country only. So you would have got that</p> <p>24 information from the client, most likely?</p> <p>25 A. Or the intake notes.</p> | <p style="text-align: right;">Page 376</p> <p>1 A. We had a lot of cases.</p> <p>2 Q. And so he had apparently had this case</p> <p>3 for sometime and they weren't able to reach him.</p> <p>4 And what you're trying to say is if we're the ones</p> <p>5 who get an offer, we want to be able to get the</p> <p>6 fee?</p> <p>7 A. Right. Exactly.</p> <p>8 Q. Okay. And you thought that was fair,</p> <p>9 didn't you?</p> <p>10 A. Right. And there was a lot of</p> <p>11 hostility between KNR and Scott Schiff, a lot of</p> <p>12 hostility.</p> <p>13 Q. With you or somebody else?</p> <p>14 A. No. No. No. No, I never -- when I</p> <p>15 worked at Kevin Kurgis, they were best friends,</p> <p>16 Scott Schiff.</p> <p>17 Q. Okay.</p> <p>18 A. So like fundraisers that Kevin Kurgis</p> <p>19 would go to, Scott Schiff would be invited to</p> <p>20 them. Like they were -- they're both PI</p> <p>21 attorneys, high volume types of firms. So, no, I</p> <p>22 didn't have any bad blood with Scott Schiff, but</p> <p>23 KNR did.</p> <p>24 Q. Just as a competitor or do you know</p> <p>25 anything specific?</p> |
| <p style="text-align: right;">Page 375</p> <p>1 Q. Okay. Okay. You would have talked to</p> <p>2 the client already, though?</p> <p>3 A. Ideally, yes. Absolutely. After</p> <p>4 intake, one of our protocols was that the attorney</p> <p>5 had to make contact with the client within three</p> <p>6 days and make sure everything was going well with</p> <p>7 treatment, figure out if they were done treating,</p> <p>8 if there was a summary of treatment. So, yeah,</p> <p>9 there's an instant communication that was required</p> <p>10 to be made.</p> <p>11 Q. And that's a good thing for the client,</p> <p>12 right?</p> <p>13 A. Typically, yes.</p> <p>14 Q. So I see one of the things you put in</p> <p>15 here is get the Town & Country records ASAP so we</p> <p>16 can settle her case before Schiff, I suppose</p> <p>17 that's supposed to be Schiff, a little typo?</p> <p>18 A. Yeah, I'm sure.</p> <p>19 Q. Gets an offer. I don't want to worry</p> <p>20 about paying his attorney lien.</p> <p>21 Do you recall writing that or what that</p> <p>22 means?</p> <p>23 A. I don't recall writing it, but it</p> <p>24 doesn't mean I didn't.</p> <p>25 Q. All right.</p> | <p style="text-align: right;">Page 377</p> <p>1 A. No. I know that there was -- I don't</p> <p>2 know. There was some -- there was an agreement</p> <p>3 with Kevin Kurgis if KNR took a Kevin Kurgis case</p> <p>4 or vice versa, there was -- they would</p> <p>5 automatically pay a certain percentage of each</p> <p>6 other's liens or expenses. With Scott Schiff, we</p> <p>7 were instructed not to honor his liens, because he</p> <p>8 charged a lot for some -- I don't know, there was</p> <p>9 some type of huge expense he charged within the</p> <p>10 first few days of opening a case, and it wasn't</p> <p>11 advantageous to the client.</p> <p>12 Q. So KNR's position was something that</p> <p>13 was advantageous to the client?</p> <p>14 A. Well, let me think about it. In terms</p> <p>15 of that initial charge, I don't remember what it</p> <p>16 was that Scott Schiff's office would charge in the</p> <p>17 beginning, yes, that was -- we didn't think that</p> <p>18 that was fair to the client, so...</p> <p>19 Q. And you knew if you paid the lien,</p> <p>20 essentially the client was being charged for that?</p> <p>21 A. Yep. Because it came out of the</p> <p>22 settlement.</p> <p>23 Q. So KNR's position in that regard was</p> <p>24 advantageous to the client, fair?</p> <p>25 A. Yes. In that respect, I would agree.</p> |

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| <p style="text-align: right;">Page 378</p> <p>1 Q. Okay. If you look at the next page, 2 and it looks like this is now February 24th of 3 '14, so you've had the case for 21 days. And I 4 see you have something down here about the 5 Town & Country bills and the amount. If you see 6 where it says, eight-day gap, why do you think you 7 would put that in there? 8 A. Which -- I don't know if I'm on the 9 right -- 10 Q. Let's see. 11 A. You skipped a page? Okay. Here we 12 are. 13 Q. Eight-day gap before seeking treatment. 14 A. Okay. 15 Q. And why is that important? 16 A. Because insurance adjusters will also 17 devalue case -- would often devalue cases if there 18 was a gap in seeking treatment after the accident. 19 Q. Which is one of the reasons when 20 clients came to you for guidance on how their 21 lawsuit should be handled or where they should go 22 for treatment, one of the things you would tell 23 them is to, if you're injured, you should get 24 treatment as soon as possible, fair? 25 A. Typically, yes.</p> | <p style="text-align: right;">Page 380</p> <p>1 have three numbers here, 5,500, 6,800 and 8,000. 2 A. Yeah. 3 Q. What are those? 4 A. That's how we were taught to evaluate 5 cases. I don't think we did that originally when 6 I was first hired. At some point during my 7 employment, we were required to do an 8 evaluation -- yeah, it's called an evaluation. So 9 with every case that was submitted to the 10 insurance company with a demand package, we had to 11 have an evaluation in Needles notes. So that way 12 if it got switched to a different lawyer, another 13 lawyer could see the value on it and they could 14 settle the case. 15 Q. It wasn't just up in your head? 16 A. Right. And we had the authority -- 17 like some of our paralegals were able to counter. 18 If Geico came in with a really low offer, our 19 paralegal could say -- go to our top offer and 20 give that counter. So based on the insurance 21 company, the type of treatment, that's what the 22 evaluation is on. The top number is the low -- 23 lowest that we would like to take for the case, 24 middle number is ideally in the range where we 25 would like to settle. And the bottom number is</p> |
| <p style="text-align: right;">Page 379</p> <p>1 Q. I mean, there's good advice, right? 2 A. Well, there's other factors we take 3 into it. If they didn't have a lot of property 4 damage, then we would advise them -- I would 5 advise them in the beginning, you know, it's -- 6 that the insurance company is going to be like 7 pulling teeth to get money from them. 8 Q. So be careful how much expenses you 9 incur? 10 A. Right. Exactly. 11 Q. That was good advice as well? 12 A. Right, I agree. 13 Q. But sometimes people are hurt bad when 14 there's not a lot of property damage? 15 A. As a plaintiff's lawyer, yes. 16 Q. It can happen? 17 A. Yeah. 18 Q. And in that case, you don't try to 19 discourage somebody from getting treatment that 20 they actually need? 21 A. Oh, no. No. 22 Q. You just try to let them know that, 23 hey, it's going to be a fight? 24 A. Right. 25 Q. Okay. So in this case, I see that you</p> | <p style="text-align: right;">Page 381</p> <p>1 the high end of it where we would issue our first 2 demand. 3 Q. And as the attorney, you were giving 4 the paralegal authority to extend an 8,000 offer? 5 A. I don't know if I ever -- 6 Q. Demand I should say? 7 A. I don't think I ever did that. I 8 usually had all the contact with adjusters -- 9 Q. Okay. 10 A. -- when it was offer time, but I know 11 some attorneys did and they would have -- I don't 12 know specific ones. 13 Q. Okay. 14 A. But I don't think that that -- 15 Q. Do you know of any paralegal who 16 actually negotiated with the insurance company? 17 A. I know it happened. I don't know who 18 did it. 19 Q. Okay. Not on your cases? 20 A. Not on mine, no. 21 Q. Okay. 22 A. I kept control. 23 Q. So if we look, then, at the next page, 24 and maybe we're -- make sure we're on the right -- 25 can I see yours for a second? Maybe we -- did we</p> |

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| <p style="text-align: right;">Page 382</p> <p>1 miss a page on yours? I think that there was one</p> <p>2 page out of order. It's page 3 on the actual</p> <p>3 exhibit, page 4 in my copy.</p> <p>4 So now it looks like that she actually</p> <p>5 had treated with Dr. Ghoubrial as well when she</p> <p>6 was at Town & Country. Do you see that?</p> <p>7 A. Right.</p> <p>8 Q. And that treatment with Town & Country</p> <p>9 and with Dr. Ghoubrial was before KNR ever had the</p> <p>10 case, true? It was with Dr. Schiff?</p> <p>11 A. Hold on.</p> <p>12 Q. Or with Attorney Schiff?</p> <p>13 A. I don't know that this would have been</p> <p>14 my writing. I know it says staff A. Lantz, but I</p> <p>15 can't confirm that I wrote this. And usually my</p> <p>16 notes were a little bit more shorthand. But,</p> <p>17 sorry, I just want to make that known.</p> <p>18 Q. Okay. All I'm trying to say is the</p> <p>19 treatment had already been complete when the</p> <p>20 client came to you and switched from Schiff,</p> <p>21 correct?</p> <p>22 A. And this -- this is all regarding the</p> <p>23 same case, right?</p> <p>24 Q. Yes.</p> <p>25 A. Then yes.</p> | <p style="text-align: right;">Page 384</p> <p>1 doctor.</p> <p>2 Q. Okay. So she would have had shots at</p> <p>3 her family doctor and Dr. Ghoubrial according to</p> <p>4 this?</p> <p>5 A. I have a feeling that she probably</p> <p>6 followed up -- you know, I don't know. It -- it</p> <p>7 looks -- yeah, I don't know what treatment she had</p> <p>8 at her family doctor.</p> <p>9 Q. Okay.</p> <p>10 A. But she had follow up, other treatment</p> <p>11 besides the chiro only treatment.</p> <p>12 Q. You do know some family doctors who</p> <p>13 give trigger point injections, though, correct?</p> <p>14 A. I don't know anymore. I don't -- I</p> <p>15 don't know. I can't really speak to that. I</p> <p>16 don't know if there were doctors that I saw in</p> <p>17 medical records do it while I was working there.</p> <p>18 It's something that I didn't retain after I left</p> <p>19 there.</p> <p>20 Q. Okay. If you look at -- it's the</p> <p>21 second-to-last page, I believe.</p> <p>22 A. I think ours are out of order.</p> <p>23 Q. Yeah, I don't know why. Let me see</p> <p>24 here.</p> <p>25 A. This one?</p> |
| <p style="text-align: right;">Page 383</p> <p>1 Q. So she had already treated with</p> <p>2 Town & Country and Ghoubrial before she talked</p> <p>3 with you, fair?</p> <p>4 A. According to information that looks</p> <p>5 like was taken in intake, correct.</p> <p>6 Q. Okay. And in this case, assuming this</p> <p>7 is you, it says: Talked to her about settlement</p> <p>8 of 1,500. She was a little hesitant since she had</p> <p>9 so much treatment. And then in all caps, what</p> <p>10 question mark. She had shots with Dr. Ghoubrial</p> <p>11 and with her family doctor, but Medicaid paid.</p> <p>12 Do you know what that means?</p> <p>13 A. I'm assuming -- hold on. Okay. Yeah,</p> <p>14 it looks like based on the notes, the note we were</p> <p>15 just referring to --</p> <p>16 Q. Uh-huh.</p> <p>17 A. -- regarding the "what" statement. At</p> <p>18 some point, myself, my paralegal, I don't know,</p> <p>19 some -- whoever was handling this case realized</p> <p>20 that she didn't just have chiro only treatment,</p> <p>21 which was indicated in the intake note, and then</p> <p>22 in the note after the intake note. So it looks</p> <p>23 like it was a surprise that she also had treatment</p> <p>24 with Dr. Ghoubrial, which he's not a chiro, so it</p> <p>25 wouldn't be a chiro only case, and her family</p> | <p style="text-align: right;">Page 385</p> <p>1 Q. Yeah, that's it here.</p> <p>2 And can you tell us that page at the</p> <p>3 top says settlement figures for approval 237932,</p> <p>4 and it looks like an e-mail to you from Rob</p> <p>5 Nestico and you're copying Paul Steele?</p> <p>6 A. That's correct.</p> <p>7 Q. Okay. And first it says, us to</p> <p>8 Town & Country, but it doesn't look like that</p> <p>9 would have been correct, right?</p> <p>10 A. Is this for the same case?</p> <p>11 Q. It says 237932?</p> <p>12 A. Okay.</p> <p>13 Q. Same one. So us to Town & Country,</p> <p>14 that might not have been correct, right?</p> <p>15 A. Right.</p> <p>16 Q. Okay.</p> <p>17 A. That may -- well, based on the intake</p> <p>18 notes, they were referred by TV or Town & Country</p> <p>19 wasn't clear. Yeah, I don't know. Yeah, it</p> <p>20 does -- it -- that us to Town & Country note</p> <p>21 indicates that we referred to Town & Country.</p> <p>22 Q. There was a mistake?</p> <p>23 A. Right.</p> <p>24 Q. Okay. But 9,000 would have been the</p> <p>25 settlement amount, correct?</p> |

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| <p style="text-align: right;">Page 386</p> <p>1 A. Correct.</p> <p>2 Q. You were able to obtain a thousand over</p> <p>3 what you had valued it at the highest settlement</p> <p>4 of eight, right? If you look back --</p> <p>5 A. Well, yeah.</p> <p>6 Q. -- where it says, 5,500, 6,800 and</p> <p>7 8,000?</p> <p>8 A. Right. And we got a higher settlement</p> <p>9 than what we anticipated.</p> <p>10 Q. Okay. So you certainly weren't</p> <p>11 compromising your client's interests in this; you</p> <p>12 were fighting for your client, weren't you?</p> <p>13 A. True.</p> <p>14 Q. And you list some of the costs on</p> <p>15 there. And your recommendations were to reduce</p> <p>16 KNR's bill to 2,000, or was that the actual? I</p> <p>17 would have to do the math on that.</p> <p>18 A. It was whatever 25 percent of --</p> <p>19 Q. Of 9,000?</p> <p>20 A. Right.</p> <p>21 Q. Okay. And then Town & Country you</p> <p>22 recommended to reduce to 3,000 from \$4,444.72?</p> <p>23 A. Right.</p> <p>24 Q. And you recommended Clearwater be</p> <p>25 reduced from 1,620 to a thousand?</p> | <p style="text-align: right;">Page 388</p> <p>1 A. I don't --</p> <p>2 Q. -- right?</p> <p>3 A. I don't know that. All of our</p> <p>4 reductions for Town & Country and Clearwater were</p> <p>5 strictly through Rob Nestico.</p> <p>6 Q. Okay. But what you said was Rob would</p> <p>7 not permit a higher discount if Town & Country</p> <p>8 sent it to us. But you don't know whether it was</p> <p>9 him or whether it was Town & Country telling him</p> <p>10 that, fair?</p> <p>11 A. Correct. That's correct.</p> <p>12 Q. Okay. Anyways, these were your</p> <p>13 recommendations, true?</p> <p>14 A. Correct.</p> <p>15 Q. So why would you say us to T&C if it</p> <p>16 wasn't true? Just to get a bigger reduction?</p> <p>17 A. Bigger reduction on the bills to put</p> <p>18 more money in the client's pocket.</p> <p>19 Q. Okay. I mean, was that a lie?</p> <p>20 A. There it was, because it looks -- well,</p> <p>21 no, I can't say that, because remember we just</p> <p>22 talked about, I don't know how the case got to us,</p> <p>23 even intake wasn't sure, referred by TV or</p> <p>24 Town & Country wasn't clear.</p> <p>25 Q. Well, but you know that you didn't send</p> |
| <p style="text-align: right;">Page 387</p> <p>1 A. Right.</p> <p>2 Q. And then leaving the client with 2,950?</p> <p>3 A. Right.</p> <p>4 Q. How did you come up with those numbers?</p> <p>5 A. Just settling so many cases. Just</p> <p>6 knowing what Rob Nestico would take as a</p> <p>7 settlement offer. And I probably put us to</p> <p>8 Town & Country so that way I could get a better</p> <p>9 reduction on the Town & Country bill. Otherwise</p> <p>10 if it was Town & Country to us, it was less likely</p> <p>11 that Rob Nestico would permit a reduction on</p> <p>12 Clearwater and Town & Country.</p> <p>13 Q. Isn't it more -- when you say, "Rob</p> <p>14 Nestico would permit," I mean, he couldn't say yes</p> <p>15 or no to what Town & Country took; it was their</p> <p>16 decision --</p> <p>17 A. No.</p> <p>18 Q. -- if they agreed, right?</p> <p>19 A. No. We never had contact with</p> <p>20 Town & Country on bill reductions.</p> <p>21 Q. I understand that. What I'm saying is:</p> <p>22 It was Town & Country who wasn't willing to</p> <p>23 negotiate as much if they're the ones who referred</p> <p>24 it, because they spent marketing money getting the</p> <p>25 case --</p> | <p style="text-align: right;">Page 389</p> <p>1 it to T&C?</p> <p>2 A. You're right.</p> <p>3 Q. And you intentionally did that?</p> <p>4 A. You're right. To get a better</p> <p>5 settlement for the client. Otherwise if you look,</p> <p>6 we would end up -- that's an extra two grand out</p> <p>7 of the reductions that I was able to split between</p> <p>8 the client, our office and pay the costs</p> <p>9 associated with the case.</p> <p>10 Q. Okay. If you look at the next page,</p> <p>11 and we can compare these two, that's not the page</p> <p>12 I wrote on, I hope? Can we remark -- I</p> <p>13 unfortunately gave you the one copy -- does anyone</p> <p>14 have a copy?</p> <p>15 MR. POPSON: Sure.</p> <p>16 MR. MANNION: I'm sorry, I wrote on</p> <p>17 that copy. And Peter can look at it if he wants.</p> <p>18 I just put the percentages down. I just -- I</p> <p>19 don't want to mess that up in the record, so I</p> <p>20 apologize. We'll swap this if you can look at</p> <p>21 that.</p> <p>22 MR. PATTAKOS: No problem.</p> <p>23 Q. The one page that I wrote on.</p> <p>24 So if we look at now what your</p> <p>25 recommendations were and we look at what was</p> |

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| <p style="text-align: right;">Page 390</p> <p>1 actually approved, we see that the Town & Country, 2 you recommended 3,000 and that's actually what was 3 agreed to, right? 4 A. Correct. 5 Q. And so Rob had to agree to that? 6 A. Right. 7 Q. And so did Town & Country? 8 A. Right. 9 Q. And if we look at the thousand on 10 Clearwater, that was agreed to as well? 11 A. Correct. 12 Q. By both Clearwater or Dr. Ghoubrial and 13 Mr. Nestico, true? 14 A. Right. 15 Q. Okay. Now, if you look at those 16 percentages, and I did, you know, type them out 17 and figure them out. It was -- if you look, 3,000 18 divided by 4,444 is about 67 percent. And a 19 thousand divided by 1,620 is 61 percent. Now, you 20 can look at it on a calculator if you want, but do 21 you want to take the time to do that or -- 22 A. I'll see where you're going with this 23 line of questioning and then I'll tell you if I 24 think that's -- 25 Q. Okay.</p> | <p style="text-align: right;">Page 392</p> <p>1 somewhere. 2 Q. Okay. Well, let's look and see. So 3 you have 2,950, 50, 2,000, 3,000 and 1,000. We 4 know that 2,950 and 50 adds up to 3,000, right? 5 A. Right. 6 Q. Five, eight, nine? 7 A. Yes. 8 Q. So you were right, correct? 9 A. Correct. 10 Q. And -- but Rob Nestico agreed to take 11 off another 50, correct? 12 A. Yeah, or Paul, I don't know. I don't 13 know what happened there with that calculation. 14 Q. KNR did? 15 A. Okay. 16 Q. True? 17 A. I mean, I won't dispute that. I don't 18 know. 19 Q. Well, did they? KNR agreed? 20 A. Well, I'll tell you this is ultimately 21 the settlement memo. I don't know how it went 22 from this to this here. 23 Q. Somebody from KNR agreed to it, fair? 24 A. Correct. 25 Q. And, in fact, the total that they were</p> |
| <p style="text-align: right;">Page 391</p> <p>1 A. If I just agree. 2 Q. Well, you would agree that there was a 3 bigger reduction in the Clearwater bill 4 percentagewise? 5 A. Correct. 6 Q. Okay. And -- 7 A. If your percentages are correct. 8 Q. Okay. And, in fact, if you take 25 -- 9 let's see here, and 25 percent of 9,000 is how 10 much? 2,250. And KNR agreed to take 1,950, so 11 they reduced theirs 300 as well? 12 A. So -- well, I think -- are you going 13 off of -- where is the reduction e-mail? 14 Q. Flip back a page. I think you said 15 2,000 for KNR? 16 A. Right. 17 Q. They actually took 1,950, right? 18 A. Right. 19 Q. Okay. So they took even less than you 20 recommended? 21 A. Right. Well, and that was -- yeah, I 22 don't know. That might have been something that I 23 had Paul look over at the end just to say is that 24 okay? I probably miscalculated. I don't know if 25 all these add up to 9,000, maybe I was off by 50</p> | <p style="text-align: right;">Page 393</p> <p>1 entitled to under the contingency fee agreement 2 was 2,250, and they agreed to a \$300 reduction, 3 fair? 4 A. Correct. 5 Q. Okay. And do you believe that you 6 represented the client well in this case? 7 A. I do. 8 Q. So how do we determine what cases you 9 represented clients well on and which you didn't 10 act in their best interest? 11 A. I don't know. 12 Q. There's really no way to do it, is 13 there? 14 A. Well, if you go through each of the 15 cases. 16 Q. But even if we did that, we would have 17 to ask what your thought process was, what the 18 clients wanted, what the carrier wanted. There's 19 a lot of things we would have to look at, isn't 20 there? 21 A. Look at the Needles notes, correct. 22 Q. And every one of those cases would be a 23 different analysis, wouldn't they? 24 A. Yeah, facts are different. 25 Q. Okay. You have no way to sit here and</p> |

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|---|---|
| <p style="text-align: right;">Page 394</p> <p>1 tell me that in 12 percent of my cases, I don't</p> <p>2 think I followed the client's best interests, or</p> <p>3 in 20 percent or 2 percent or any percent, can</p> <p>4 you?</p> <p>5 A. I cannot.</p> <p>6 Q. I mean, the majority of the time you</p> <p>7 were trying to do what's in the client's best</p> <p>8 interest, weren't you?</p> <p>9 A. Yeah, I would say so.</p> <p>10 Q. Okay. And you believe that you were</p> <p>11 following your obligations as a lawyer to your</p> <p>12 clients, didn't you?</p> <p>13 A. Yeah. For the most -- most of the time</p> <p>14 that I was there, yes.</p> <p>15 Q. Okay. And for the -- can you think of</p> <p>16 any specific instances where you didn't? Where we</p> <p>17 can --</p> <p>18 A. No, I don't --</p> <p>19 Q. -- go and find that file?</p> <p>20 A. I don't know. I -- right now I don't</p> <p>21 know any specific occasions.</p> <p>22 Q. Okay.</p> <p>23 A. I think we addressed one specific</p> <p>24 client, but I didn't recall the name, on the first</p> <p>25 day of our deposition. And that was a medical</p> | <p style="text-align: right;">Page 396</p> <p>1 A. -- so she could get help.</p> <p>2 Q. And -- oh, there was some questions</p> <p>3 back and forth about directing medical care. And</p> <p>4 I want to make sure I'm clear on this. You never</p> <p>5 told a client to go obtain treatment for an injury</p> <p>6 they didn't have, did you?</p> <p>7 A. No, not explicitly. No, we would --</p> <p>8 this is -- typically our intake spiel was, if you</p> <p>9 don't have treatment, you have low value on your</p> <p>10 case.</p> <p>11 Q. Sure.</p> <p>12 A. If you need to be treated, go to get --</p> <p>13 go to your chiropractor. And most of the times,</p> <p>14 it was -- well, yeah, it just depended.</p> <p>15 Q. If you need treated, true?</p> <p>16 A. Yes. If you feel like you -- yeah.</p> <p>17 And we -- you know what, we encouraged pretty much</p> <p>18 everyone to go get checked out just to get checked</p> <p>19 out.</p> <p>20 Q. That's good advice, too, isn't it?</p> <p>21 A. To increase the value of the case,</p> <p>22 yeah.</p> <p>23 Q. Okay.</p> <p>24 A. To get them paid -- and if they're</p> <p>25 interested in getting paid, which most of the time</p> |
| <p style="text-align: right;">Page 395</p> <p>1 malpractice case that was -- I don't know what</p> <p>2 became of it.</p> <p>3 Q. Right. And obviously you're not going</p> <p>4 to sue somebody that you used as a treater, that</p> <p>5 could be a conflict, your client may not even want</p> <p>6 you to, right?</p> <p>7 A. No, our client wanted us to.</p> <p>8 Q. Okay. Well, you understand, though,</p> <p>9 that might have put some of your other clients</p> <p>10 potentially in a bad light if you were suing --</p> <p>11 A. Right.</p> <p>12 Q. -- the doctor for malpractice that was</p> <p>13 going to be their expert?</p> <p>14 A. That we were referring, yep.</p> <p>15 Q. Right.</p> <p>16 A. That we were telling clients to go see.</p> <p>17 Q. Okay. So, I mean, you agree that</p> <p>18 that's not a case that you guys should have</p> <p>19 handled as a med-mal case, true?</p> <p>20 A. Not as a med-mal case, no.</p> <p>21 Q. Well, it's a case you shouldn't have</p> <p>22 handled, true?</p> <p>23 A. Correct. I was hoping that it got</p> <p>24 referred out --</p> <p>25 Q. Okay.</p> | <p style="text-align: right;">Page 397</p> <p>1 it was, yes.</p> <p>2 Q. Well, it's good advice, too, to the</p> <p>3 client. You've been in a motor vehicle accident</p> <p>4 or whatever happened to them, let's make sure you</p> <p>5 don't have any injuries?</p> <p>6 A. True.</p> <p>7 Q. That's good advice, right?</p> <p>8 A. Right.</p> <p>9 Q. And when they tell you that they do</p> <p>10 have injuries, it's good advice, both for their</p> <p>11 case and for their physical health to get</p> <p>12 treatment for those?</p> <p>13 A. Yes. At a good provider.</p> <p>14 Q. Okay. I mean, Dr. Ghoumbrial did some</p> <p>15 good things for some of your clients, didn't he?</p> <p>16 A. I can't speak to that. I don't know.</p> <p>17 Q. You don't recall?</p> <p>18 A. No. I heard the complaints. I didn't</p> <p>19 hear anybody say, oh, I loved him, I need to go</p> <p>20 back. It -- mostly what was brought to my</p> <p>21 attention were complaints made by clients.</p> <p>22 Q. Okay.</p> <p>23 A. But in their defense -- or in</p> <p>24 Dr. Ghoumbrial's defense, not -- people won't take</p> <p>25 the time to rave about him necessarily. I think</p> |

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|--|---|
| <p style="text-align: right;">Page 398</p> <p>1 people are more likely to complain than they are</p> <p>2 to like sing praises.</p> <p>3 Q. And Dr. Ghoubrial and Town & Country,</p> <p>4 they didn't even always see eye to eye on what a</p> <p>5 client's injuries may be, did they?</p> <p>6 A. I don't know that.</p> <p>7 Q. Okay. Dr. Ghoubrial sometimes would</p> <p>8 identify an injury in a patient that needed</p> <p>9 treated by other medical providers?</p> <p>10 A. I never saw an instance where he would</p> <p>11 refer them to ongoing treatment somewhere else.</p> <p>12 Now, chiropractors -- certain chiropractic offices</p> <p>13 would to orthopedic.</p> <p>14 Q. We're talking about Dr. Ghoubrial,</p> <p>15 though.</p> <p>16 A. Right. But, no, he never -- in any of</p> <p>17 my cases, I can tell you that he never referred a</p> <p>18 patient out after treating them to another -- a</p> <p>19 specialist somewhere else.</p> <p>20 Q. Okay. Well, does he treat rotator cuff</p> <p>21 injuries?</p> <p>22 A. I don't know that. I recall mostly the</p> <p>23 treatment was to the spine, injections into the</p> <p>24 spine.</p> <p>25 Q. Okay. And you heard clients tell you</p> | <p style="text-align: right;">Page 400</p> <p>1 already seeing him, fair?</p> <p>2 A. We were instructed to have them go see</p> <p>3 the doctor if their pain wasn't being alleviated</p> <p>4 by the chiropractic treatment.</p> <p>5 Q. That's good advice, isn't it?</p> <p>6 A. Yes.</p> <p>7 Q. If the chiropractic treatment is not</p> <p>8 working, get them to a profession that might help</p> <p>9 them, true?</p> <p>10 MR. PATTAKOS: Objection.</p> <p>11 A. Possibly, right. It was -- I don't</p> <p>12 know whether or not he helped. I never had good</p> <p>13 experiences of where he actually helped, so I was</p> <p>14 skeptical about his treatment while I was working</p> <p>15 at KNR. However, that was our direction was if</p> <p>16 the client wants to go to a doctor, send them in</p> <p>17 to Ghoubrial.</p> <p>18 Q. Do you recall a client you had who</p> <p>19 thought she was going to have to quit her job she</p> <p>20 was in so much pain in her arm, and you said, why</p> <p>21 don't you wait until you go to see Dr. Ghoubrial,</p> <p>22 maybe cortisone will help it?</p> <p>23 A. I don't recall that client</p> <p>24 specifically, but I'm not going to deny that there</p> <p>25 was one.</p> |
| <p style="text-align: right;">Page 399</p> <p>1 that it helped, right?</p> <p>2 A. No. I don't recall clients telling me</p> <p>3 that it helped. I recall more complaints than</p> <p>4 saying that it helped. But I'm not saying that it</p> <p>5 didn't -- that every time he didn't help.</p> <p>6 Q. Well, you just said you heard more</p> <p>7 complaints than saying that it helped. So</p> <p>8 people -- some people did tell you it helped?</p> <p>9 A. I should -- I don't know that I said</p> <p>10 that it helped. I said, it didn't sing its</p> <p>11 praises.</p> <p>12 Q. Well, actually can you read the last</p> <p>13 answer back right before that.</p> <p>14 (The record is read as requested.)</p> <p>15 Q. So you were client -- you remember</p> <p>16 clients saying more often that it didn't help, but</p> <p>17 there were some clients who said it helped,</p> <p>18 correct?</p> <p>19 A. I don't recall --</p> <p>20 Q. Okay.</p> <p>21 A. -- any.</p> <p>22 Q. Okay. And, in fact, when you had</p> <p>23 certain clients in pain that wasn't being</p> <p>24 relieved, you told them maybe you should go see</p> <p>25 Dr. Ghoubrial for a cortisone shot if they were</p> | <p style="text-align: right;">Page 401</p> <p>1 Q. Okay. And are you aware that</p> <p>2 Dr. Ghoubrial does not like pain medication, that</p> <p>3 he'd rather --</p> <p>4 A. No.</p> <p>5 Q. -- have clients treat in other manners?</p> <p>6 A. I'm not aware of that.</p> <p>7 Q. Okay. You're not saying that he likes</p> <p>8 it or pushes it, are you?</p> <p>9 A. I don't know how to -- I don't know --</p> <p>10 I've never had that conversation with him.</p> <p>11 Q. You've never been in exam room -- in an</p> <p>12 exam room with Dr. Ghoubrial and any of your</p> <p>13 clients, true?</p> <p>14 A. Correct.</p> <p>15 Q. You've never been on the phone with</p> <p>16 them, true?</p> <p>17 A. That's true.</p> <p>18 Q. Is it the same with the exam room at</p> <p>19 Town & Country?</p> <p>20 A. I do believe I've been in the exam</p> <p>21 room --</p> <p>22 Q. Okay.</p> <p>23 A. -- at Town & Country.</p> <p>24 Q. And that is to have them sign?</p> <p>25 A. Right.</p> |

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| <p style="text-align: right;">Page 402</p> <p>1 Q. Okay.</p> <p>2 A. If they were filled up in the regular</p> <p>3 consulting room.</p> <p>4 Q. But have you ever been in the exam room</p> <p>5 for the informed consent discussion with the</p> <p>6 client or the actual treatment?</p> <p>7 A. No. I have not been in there for that.</p> <p>8 Q. Okay. And you're not saying that</p> <p>9 Dr. Ghoubrial did not obtain informed consent, are</p> <p>10 you?</p> <p>11 A. I wouldn't know to speak to that in any</p> <p>12 regard.</p> <p>13 Q. As an attorney, you certainly -- it's</p> <p>14 reasonable for you to rely on a physician to</p> <p>15 fulfill his professional duties, fair?</p> <p>16 A. Right, I would hope that.</p> <p>17 Q. Okay. I'm going to show you -- mark</p> <p>18 that L, please.</p> <p>19 - - - - -</p> <p>20 Thereupon, Defendants' Exhibit L is marked</p> <p>21 for purposes of identification.</p> <p>22 - - - - -</p> <p>23 Q. Okay. Handing you Exhibit L. Again,</p> <p>24 these look like case notes, fair?</p> <p>25 A. True.</p> | <p style="text-align: right;">Page 404</p> <p>1 it was just property damage, fair?</p> <p>2 A. That's true.</p> <p>3 Q. They had to be injured?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. And there's nothing wrong with</p> <p>6 that policy, true?</p> <p>7 A. Right. Well, my opinion, right,</p> <p>8 there's -- there's lawyers in town who don't</p> <p>9 handle property damage, they refer the case out</p> <p>10 and just keep the injury portion of it.</p> <p>11 Q. And that's fair to do, right?</p> <p>12 A. I don't see an issue with it.</p> <p>13 Q. Okay. And even if you did work on a</p> <p>14 property damage claim and helped the client out,</p> <p>15 the client didn't get charged any --</p> <p>16 A. Right.</p> <p>17 Q. -- extra percentage --</p> <p>18 A. They did not.</p> <p>19 Q. -- true?</p> <p>20 A. Correct.</p> <p>21 Q. And if they got money on the property</p> <p>22 damage claim, KNR didn't take a fee?</p> <p>23 A. That's correct.</p> <p>24 Q. At the bottom on April 5th of 2014, it</p> <p>25 says: Client contact on April 5th, client's very</p> |
| <p style="text-align: right;">Page 403</p> <p>1 Q. And at the top it says, assigned to</p> <p>2 A. Lantz, that's you, correct?</p> <p>3 A. Correct.</p> <p>4 Q. How long had you been there by this</p> <p>5 time at KNR? This was in March of 2014.</p> <p>6 A. That would have been -- I started in</p> <p>7 November of 2013 --</p> <p>8 Q. Okay.</p> <p>9 A. -- so five months.</p> <p>10 Q. This says, signing at Town & Country</p> <p>11 tomorrow at 2:00. So, in other words, somebody</p> <p>12 from KNR had already talked with the client?</p> <p>13 A. True.</p> <p>14 Q. Okay. And the client had already</p> <p>15 agreed to be represented by KNR before Wes was</p> <p>16 going to meet with them, fair?</p> <p>17 A. True.</p> <p>18 Q. Okay. If we go on down to the second</p> <p>19 page -- oh, and by the way, I see a lot of things</p> <p>20 in Needles notes from -- from both some of the</p> <p>21 plaintiffs in this case and some mention in other</p> <p>22 records of helping clients out with their property</p> <p>23 damage claim?</p> <p>24 A. Right.</p> <p>25 Q. Now, you wouldn't take cases at KNR if</p> | <p style="text-align: right;">Page 405</p> <p>1 nice, I assume that's what you mean?</p> <p>2 A. I -- I think so.</p> <p>3 Q. TX is treatment?</p> <p>4 A. Right.</p> <p>5 Q. Treatment is great, but still in a lot</p> <p>6 of pain?</p> <p>7 A. Correct.</p> <p>8 Q. So at the time, whatever treatment she</p> <p>9 was getting, whether that was Town & Country or</p> <p>10 Dr. Ghoubrial or both or somebody else, she</p> <p>11 thought it was great, correct?</p> <p>12 A. Well, that was my perception of</p> <p>13 treatment is going great. So she's where she</p> <p>14 needs to be, where I don't have to refer out to</p> <p>15 anywhere else.</p> <p>16 Q. Okay. Well, this was your</p> <p>17 memorializing your communications with the client,</p> <p>18 true?</p> <p>19 A. Yeah, I would -- yes, that's true.</p> <p>20 Q. Okay. And doesn't it appear from this</p> <p>21 that treatment was great, would have been</p> <p>22 something that came from her, but she was still in</p> <p>23 a lot of pain?</p> <p>24 A. I don't know that. I -- basically I</p> <p>25 know that this meant to me that treatment is fine,</p> |

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|---|--|
| <p style="text-align: right;">Page 406</p> <p>1 I don't need to intervene at all. That's what I</p> <p>2 would take it as, but this was five years ago.</p> <p>3 Q. Okay. And then five days later she</p> <p>4 called back and said she might have to quit her</p> <p>5 home healthcare job, she has an appointment with</p> <p>6 Ghoubrial this Friday, and you told her, not you,</p> <p>7 but L. Lykins, is that the paralegal or --</p> <p>8 A. Yeah, my first paralegal.</p> <p>9 Q. Told her to wait it out until Friday</p> <p>10 and talk it with Ghoubrial, maybe he'll give her a</p> <p>11 shot of cortisone. And told her if she doesn't</p> <p>12 want to take pain meds, she needs to go to the ER.</p> <p>13 Do you know what that would be, the</p> <p>14 last part of that? If you don't want to take pain</p> <p>15 meds, go to the ER?</p> <p>16 A. What are you asking me about it?</p> <p>17 Q. Do you know what that means?</p> <p>18 A. Looks likes Lacey, my paralegal, would</p> <p>19 have told her that if she doesn't want to take</p> <p>20 pain meds that she goes to the ER.</p> <p>21 Q. But do you know why she would tell her</p> <p>22 that?</p> <p>23 A. I don't.</p> <p>24 Q. Okay. But this clearly was an</p> <p>25 indication that before you quit your job, let's</p> | <p style="text-align: right;">Page 408</p> <p>1 Q. -- this was your client, fair?</p> <p>2 A. Right. But there were a lot of them.</p> <p>3 We didn't always go through all the Needles notes.</p> <p>4 Q. This was your client?</p> <p>5 A. Uh-huh. I don't know that. I don't</p> <p>6 know. I don't know which client it is. You</p> <p>7 can -- with Needles, you can reassign names. I</p> <p>8 don't --</p> <p>9 Q. Well, if you look at the next page and</p> <p>10 it's -- turn to the next page, please. Do you see</p> <p>11 there where it says A. Lantz client contact?</p> <p>12 A. Right.</p> <p>13 Q. Okay. Are you saying this isn't your</p> <p>14 client?</p> <p>15 A. I would assume by these notes it is.</p> <p>16 Q. Okay.</p> <p>17 A. However, remember what you had talked</p> <p>18 to me about earlier that Needles notes can be</p> <p>19 modified.</p> <p>20 Q. Are you saying anybody modified these?</p> <p>21 A. I wouldn't -- I wouldn't rule it out</p> <p>22 100 percent, but I'm not denying that this</p> <p>23 conversation or these notes weren't pertaining to</p> <p>24 my client.</p> <p>25 Q. Okay. At any rate, according to the</p> |
| <p style="text-align: right;">Page 407</p> <p>1 see if the cortisone shot helps your arm, fair?</p> <p>2 A. Right.</p> <p>3 Q. And, in fact, if you look on</p> <p>4 April 11th, there was another client contact, and</p> <p>5 you were copied on the results of that, true?</p> <p>6 A. Let's see, is that an e-mail that was</p> <p>7 copied in there?</p> <p>8 Q. From Courtney Blair to Lacey Lykins --</p> <p>9 A. Lykins copy --</p> <p>10 Q. -- copying you?</p> <p>11 A. Right. Let me read it real quick.</p> <p>12 Okay.</p> <p>13 Q. Okay. And so at that time,</p> <p>14 Dr. Ghoubrial actually told her, hey, look, I</p> <p>15 think you have a torn rotator cuff, true?</p> <p>16 A. This is not a conversation or a note</p> <p>17 that I made. It's what Lacey made in the Needles</p> <p>18 notes, so I don't know. I don't know what --</p> <p>19 Q. Well --</p> <p>20 A. -- conversation happened.</p> <p>21 Q. -- this is how you and Ms. Lykins would</p> <p>22 communicate at times, right?</p> <p>23 A. Sometimes.</p> <p>24 Q. I mean --</p> <p>25 A. I don't remember this specific.</p> | <p style="text-align: right;">Page 409</p> <p>1 notes, it looks like Ghoubrial identified a torn</p> <p>2 rotator cuff, true?</p> <p>3 A. According to the notes, that's correct.</p> <p>4 Q. And if we look at the next page, you</p> <p>5 were trying to make sure that she gets some</p> <p>6 coverage for the treatment, right?</p> <p>7 A. We're trying to track down insurance</p> <p>8 coverage. It looks like the defendant doesn't</p> <p>9 have insurance or wasn't identified.</p> <p>10 Q. So you would have to do UM or UIM?</p> <p>11 A. Typically, yeah.</p> <p>12 Q. Or med pay?</p> <p>13 A. Right.</p> <p>14 Q. Okay. And then it says, she's getting</p> <p>15 an MRI and still treating at Town & Country, true?</p> <p>16 A. True.</p> <p>17 Q. Okay. Okay. Now, if we look down at</p> <p>18 May 6th, I'll read that, and let me know if I read</p> <p>19 that correctly. First of all, this is your note</p> <p>20 according to the records, true?</p> <p>21 A. Let's see.</p> <p>22 Q. May 6th at 3:03 p.m.?</p> <p>23 A. Yeah, it looks like -- yeah, I would</p> <p>24 assume that that's a note I wrote.</p> <p>25 Q. And client contact means it's</p> |

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| <p style="text-align: right;">Page 410</p> <p>1 memorializing your conversation with the client, 2 fair? 3 A. True. 4 Q. Returned her call, meaning the client, 5 true? 6 A. Yes. 7 Q. She said she will be done at 8 Town & Country this Friday, but when she asked 9 them to refer her for an MRI for her shoulder, 10 they said no, because she never expressed shoulder 11 pain until now. 12 Did I read that correctly? 13 A. Right. 14 Q. She said: Why would Dr. Ghoubrial give 15 me shots in my shoulder if I didn't have pain 16 there? 17 She was upset, right? 18 A. Right. 19 Q. Because she knew she had pain, fair? 20 A. According to these notes. You're 21 looking at all that I know about the case. 22 Q. According to these notes, she knew she 23 had pain, true? 24 A. True. 25 Q. Okay. They said, I'm sorry, we can't</p> | <p style="text-align: right;">Page 412</p> <p>1 Diagnostics for an MRI, true? 2 A. Let's see. True. 3 Q. And -- 4 A. Well, based on the note. 5 Q. And then it looks like two days later, 6 you note that according to the client contact you 7 had, the MRI was scheduled for that Wednesday at 8 Advantage Diagnostics? 9 A. Right. And Advantage Diagnostics was 10 in our referral network as well. So we could 11 refer them without an MRI -- or we could send them 12 to Advantage without a chiro referral, too. 13 Q. But you were -- did you want the 14 Ghoubrial referral because you were hoping 15 insurance or something would pay for it, or do you 16 know why you would want that? 17 A. No. Insurance -- no. With Advantage, 18 we had -- we had to reduce those on our own. They 19 were cash or they -- they sent -- we sent a letter 20 of protection with them, so they got paid out of 21 the settlement. 22 Q. Okay. 23 A. So, no, they didn't accept insurance 24 with our clients. 25 Q. And if you look down on the next page</p> |
| <p style="text-align: right;">Page 411</p> <p>1 help you. Then it says Dr. Bowers. Do you know 2 what that is? 3 A. I don't know why that would be down 4 there. Maybe -- yeah, I don't know. 5 Q. Okay. And then you said, talked to 6 Clearwater, they will e-mail the records over 7 today so I can see if they mention shoulder pain. 8 Fair? 9 A. True. 10 Q. Okay. You wanted to check it out? 11 A. Right. 12 Q. Okay. Sometimes clients either have 13 bad memories or aren't completely up front with 14 you, right? 15 A. Right. 16 Q. And sometimes they are? 17 A. True. 18 Q. So if we keep going, it looks like you 19 received notes from Dr. Ghoubrial as well and it 20 confirms that there was left shoulder pain and 21 mentions the possibility of an MRI, true? 22 A. True. 23 Q. And you were then waiting for 24 Dr. Ghoubrial's office to call you back to confirm 25 that they will refer the client to Advantage</p> | <p style="text-align: right;">Page 413</p> <p>1 on 5/21 of 2014, client contact, it is a good 2 thing she went for an MRI, isn't it? 3 A. Yep. 4 Q. She had a full thickness tear in her 5 left shoulder according to the notes, true? 6 A. Yep, according to the notes. 7 Q. And she has Medicare insurance now? 8 A. Correct. 9 Q. Okay. And then -- so did you then 10 refer her or did somebody else refer her to Sports 11 Medicine to follow up with a doctor there? 12 A. At that point with an MRI and if it's 13 Medicare or Medicaid, we would have to tell them 14 to go into the orthopedic, which was Sports 15 Medicine Grant. 16 Q. So it would get covered? 17 A. Yep. 18 Q. Okay. And she went -- if you look at 19 the next page, she went for x-rays and treated 20 with some Sports Medicine, received some physical 21 therapy, true? 22 A. Which one are you looking at? 23 Q. 6/9 of '14. 24 A. Right. That's a different paralegal, 25 yeah.</p> |

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| <p style="text-align: right;">Page 414</p> <p>1 Q. But my statement is correct, fair?</p> <p>2 A. That -- yeah, that she's -- that's the</p> <p>3 treatment summary that she sought.</p> <p>4 Q. Okay. And if you look down at July 9th</p> <p>5 of 2014, they had called, is it -- what's his</p> <p>6 first name, do you know him or her, Rangel?</p> <p>7 A. Felipe.</p> <p>8 Q. Okay. And apparently the client called</p> <p>9 in and said they needed funds and Felipe gave</p> <p>10 Preferred Capital's number?</p> <p>11 A. Looks like it.</p> <p>12 Q. Okay. But that's something that you</p> <p>13 would have had to get involved with before she got</p> <p>14 it, true?</p> <p>15 A. Involved with what?</p> <p>16 Q. With the loan? You would have to --</p> <p>17 A. Sign off on it.</p> <p>18 Q. And you would sign off that you were</p> <p>19 not -- that you were not giving her advice on it,</p> <p>20 right? You didn't recommend loans, you didn't</p> <p>21 want people to take loans if they didn't</p> <p>22 absolutely need them, did you?</p> <p>23 A. No. If they didn't need them, if there</p> <p>24 wasn't a reason to or if I had a feeling that we</p> <p>25 weren't going to be able to pay them back on a</p> | <p style="text-align: right;">Page 416</p> <p>1 in the notes and Town & Country made the referral</p> <p>2 to Advantage. So they would call Advantage. I</p> <p>3 don't ever recall seeing a written referral. They</p> <p>4 would call Advantage and say, hey, this client</p> <p>5 needs it. And then we would have to facilitate</p> <p>6 them getting an MRI. Because we had all the</p> <p>7 contact with Advantage Diagnostics.</p> <p>8 Q. Well, Town & Country didn't want to</p> <p>9 refer the client for an MRI because there were no</p> <p>10 complaints initially to them they thought,</p> <p>11 about --</p> <p>12 A. Well --</p> <p>13 Q. -- that shoulder, true?</p> <p>14 A. -- there may have been a follow-up</p> <p>15 conversation.</p> <p>16 Q. That wasn't my question.</p> <p>17 Isn't that true initially,</p> <p>18 Town & Country did not want to refer them for an</p> <p>19 MRI?</p> <p>20 A. Based on these notes, that's correct.</p> <p>21 Q. Okay. But it was Dr. Ghoumbrial who</p> <p>22 identified the rotator cuff?</p> <p>23 A. Right. I don't know who -- I don't --</p> <p>24 I don't know who made the referral. Typically we</p> <p>25 would have to facilitate that between Advantage</p> |
| <p style="text-align: right;">Page 415</p> <p>1 case, then I would try to deter them from it</p> <p>2 personally. Yeah, because I didn't want to have</p> <p>3 to have that conversation with the client at</p> <p>4 settlement time saying, all right, your</p> <p>5 settlement's gone to the loan plus interest.</p> <p>6 Q. And you would also, on every loan, make</p> <p>7 sure your clients knew the interest rate and what</p> <p>8 it might cost them, fair?</p> <p>9 A. That was more the contract that they</p> <p>10 read through. If they asked, we would tell them.</p> <p>11 And that's how I would deter them from taking</p> <p>12 loans was that it's really high interest rate,</p> <p>13 it's not worth it unless you absolutely need it.</p> <p>14 Q. And every loan you saw that went to</p> <p>15 your clients had those interest rates clearly,</p> <p>16 clearly noted, true?</p> <p>17 A. Oh, I don't recall. I don't -- there</p> <p>18 were a few different lenders that I referred to,</p> <p>19 so I don't specifically know which ones were clear</p> <p>20 and which ones were not.</p> <p>21 Q. Okay. At any rate, would you agree</p> <p>22 that with this client in March of 2014,</p> <p>23 Dr. Ghoumbrial provided pretty good treatment,</p> <p>24 didn't he?</p> <p>25 A. In terms -- well, I don't know. He put</p> | <p style="text-align: right;">Page 417</p> <p>1 and our office, and we would send Advantage the</p> <p>2 medical records.</p> <p>3 Q. Well, I mean, you would agree that</p> <p>4 Dr. Ghoumbrial did what you would expect in this</p> <p>5 case for your clients if he sees an injury that he</p> <p>6 suspects like a rotator cuff?</p> <p>7 A. That -- sorry, can you repeat that?</p> <p>8 Q. Sure. Did Dr. Ghoumbrial, in this case,</p> <p>9 do what you would expect an M.D. to do for their</p> <p>10 client when he suspects a rotator cuff tear?</p> <p>11 A. As far as notating in the records?</p> <p>12 Yes.</p> <p>13 Q. And recommending an MRI?</p> <p>14 A. Well, I don't know who made the</p> <p>15 recommendation for the MRI.</p> <p>16 Q. Okay.</p> <p>17 A. Is there -- do you have documentation</p> <p>18 of the referral made?</p> <p>19 Q. Let me go back, please.</p> <p>20 A. To which exhibit?</p> <p>21 Q. Same one you're looking at. Okay. And</p> <p>22 it -- you looked at the notes -- if you look at</p> <p>23 May 7th, 2014, and you've already told me you</p> <p>24 never put anything false in Needles. Received</p> <p>25 Dr. Ghoumbrial notes, confirms there is left</p> |

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| <p style="text-align: right;">Page 418</p> <p>1 shoulder pain and mentions a possibility of MRI.</p> <p>2 Did I read that?</p> <p>3 A. Right.</p> <p>4 Q. Okay. And it was Dr. Ghoubrial, then,</p> <p>5 who initiated the entire process with that</p> <p>6 shoulder, true?</p> <p>7 A. And I think I've answered this. I</p> <p>8 don't know that. Because typically we would</p> <p>9 facilitate it. We'll called Advantage to schedule</p> <p>10 it today. We would give the clients the phone</p> <p>11 number sometimes or Town -- Ann Marie at</p> <p>12 Town & Country would facilitate that. And you can</p> <p>13 probably find out the real answer from Ann Marie.</p> <p>14 Q. Okay. You didn't know whether the</p> <p>15 client needed an MRI or not sitting at your desk,</p> <p>16 did you?</p> <p>17 A. When I re -- on May 7th or after I saw</p> <p>18 the records? Usually after the records, I can</p> <p>19 see -- Paul taught us to read -- if there's</p> <p>20 ongoing treatment, if there's more than, I don't</p> <p>21 know what it was, 40 sessions or 10 weeks of</p> <p>22 treatment, then we need to refer them for an MRI</p> <p>23 if the chiropractor won't.</p> <p>24 Q. Who is the first person, according to</p> <p>25 these records, that recognized a problem with the</p> | <p style="text-align: right;">Page 420</p> <p>1 assigned to A. Lantz, you can go in and switch it</p> <p>2 to someone else. You can go in and switch</p> <p>3 A. Lantz that made this client contact to someone</p> <p>4 else's name. Have you used Needles before?</p> <p>5 You'll -- if you did, you'll know that it's easy</p> <p>6 to modify those things.</p> <p>7 Q. Have you ever gone in and see what</p> <p>8 happens when things are modified?</p> <p>9 A. No, I haven't.</p> <p>10 Q. Okay. So you don't know that there's a</p> <p>11 stamp on there that will tell you when it was</p> <p>12 modified?</p> <p>13 A. Right. And I don't -- I don't see that</p> <p>14 stamp on here.</p> <p>15 Q. No. No. No. That's not what I'm</p> <p>16 talking about.</p> <p>17 A. So what I'm saying is that there were</p> <p>18 modifications made when I was there by other</p> <p>19 employees --</p> <p>20 Q. Are you claiming this was modified,</p> <p>21 ma'am?</p> <p>22 A. I don't know that.</p> <p>23 Q. Come on.</p> <p>24 A. I don't know that.</p> <p>25 MR. PATTAKOS: Objection.</p> |
| <p style="text-align: right;">Page 419</p> <p>1 shoulder?</p> <p>2 A. Dr. Ghoubrial.</p> <p>3 Q. Okay. And who is the first person who</p> <p>4 mentioned MRI?</p> <p>5 A. Dr. -- yeah, the client through Dr. --</p> <p>6 Dr. Ghoubrial through the client.</p> <p>7 Q. Okay. And it was in Dr. Ghoubrial's</p> <p>8 records, too?</p> <p>9 A. Yep. I think that's what one of the</p> <p>10 notes indicates that I --</p> <p>11 Q. Your note --</p> <p>12 A. -- reviewed the records.</p> <p>13 Q. -- true?</p> <p>14 A. Yes, if these notes were not modified.</p> <p>15 They can be modified. It happened when I was</p> <p>16 there.</p> <p>17 Q. Okay. Are you trying to say that</p> <p>18 somebody went in and modified these records?</p> <p>19 A. I'm saying -- I don't have any</p> <p>20 disagreement with what you're trying to say about</p> <p>21 me reading the records and making a note out of</p> <p>22 it, but you also have to remember that</p> <p>23 over-arching statement that I made that these --</p> <p>24 Needles can be modified, dates, notes. You can</p> <p>25 switch a case -- you can go in there where it says</p> | <p style="text-align: right;">Page 421</p> <p>1 A. I'm telling you, I --</p> <p>2 Q. Come on.</p> <p>3 MR. PATTAKOS: Tom --</p> <p>4 Q. Seriously?</p> <p>5 MR. PATTAKOS: -- come on.</p> <p>6 Q. Are you seriously claiming -- are you</p> <p>7 claiming this was modified, yes or no?</p> <p>8 MR. PATTAKOS: What she's saying is</p> <p>9 very clear.</p> <p>10 MR. MANNION: Stop it.</p> <p>11 MR. PATTAKOS: Stop badgering the</p> <p>12 witness.</p> <p>13 MR. MANNION: Stop it.</p> <p>14 Q. Are you claiming it was modified?</p> <p>15 A. I think we need to take a break.</p> <p>16 Q. First answer the question, because</p> <p>17 there's a question pending. Are you claiming it</p> <p>18 was modified?</p> <p>19 A. I don't know that.</p> <p>20 Q. Are you claiming it was modified, yes</p> <p>21 or no?</p> <p>22 A. I don't know that. How am I supposed</p> <p>23 to make that more clear to you? I don't know if</p> <p>24 it was modified or not.</p> <p>25 Q. Well, are you claiming somebody forged</p> |

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| <p style="text-align: right;">Page 422</p> <p>1 this?</p> <p>2 MR. PATTAKOS: She's saying she doesn't</p> <p>3 know.</p> <p>4 A. All right. We --</p> <p>5 Q. Are you claiming somebody --</p> <p>6 A. -- I think I need to --</p> <p>7 Q. -- forged this?</p> <p>8 A. -- use the restroom. Can we take a</p> <p>9 break, please?</p> <p>10 Q. First answer this question. Did</p> <p>11 somebody forge this?</p> <p>12 MR. PATTAKOS: She said I don't know,</p> <p>13 Tom.</p> <p>14 MR. MANNION: I'm not asking you.</p> <p>15 MR. PATTAKOS: Let the witness take a</p> <p>16 break.</p> <p>17 MR. MANNION: I'm not asking you.</p> <p>18 A. I said I don't know.</p> <p>19 Q. Are you claiming somebody forged this?</p> <p>20 A. I don't know. How else do you want me</p> <p>21 to answer? Is there a certain way you want me to</p> <p>22 answer?</p> <p>23 Q. No. Well, what I'm saying is: Are you</p> <p>24 claiming some -- are you trying to say that</p> <p>25 somebody did?</p> | <p style="text-align: right;">Page 424</p> <p>1 MR. PATTAKOS: Objection.</p> <p>2 Q. Go ahead.</p> <p>3 A. I -- I don't know.</p> <p>4 Q. You wouldn't do that, would you?</p> <p>5 A. I mean, I --</p> <p>6 MR. PATTAKOS: That's a ridiculous</p> <p>7 question.</p> <p>8 Q. Would you accuse somebody of forging a</p> <p>9 document if there was no evidence of it?</p> <p>10 A. I don't -- I mean, maybe. I know I'm</p> <p>11 probably overanalyzing this, but accusing like as</p> <p>12 far as have -- like talking to a prosecutor and</p> <p>13 bringing charges?</p> <p>14 Q. Any. Accusing --</p> <p>15 A. Or depend --</p> <p>16 Q. -- at all?</p> <p>17 A. I mean, people have made accusations</p> <p>18 and I probably have, too, when there's no --</p> <p>19 Q. Even without proof?</p> <p>20 A. Yeah.</p> <p>21 Q. Okay. Well --</p> <p>22 A. You've got, what is it, circumstantial</p> <p>23 evidence?</p> <p>24 Q. Okay. What circumstantial --</p> <p>25 MR. PATTAKOS: Circumstantial evidence</p> |
| <p style="text-align: right;">Page 423</p> <p>1 A. I don't know.</p> <p>2 Q. Okay. So you're not saying that</p> <p>3 anybody actually did modify this record, true?</p> <p>4 A. I don't know if this record was</p> <p>5 modified. That's how I'm going to state my answer</p> <p>6 and I'm not moving from that.</p> <p>7 Q. Okay. Well, do you know whether any --</p> <p>8 A. I'm sorry, I do have --</p> <p>9 Q. -- of the e-mails in this case --</p> <p>10 A. -- to use the restroom.</p> <p>11 Q. -- were modified?</p> <p>12 A. We've been going over an hour. My</p> <p>13 bladder is about the size --</p> <p>14 Q. Okay. Go ahead.</p> <p>15 A. -- of a walnut right now.</p> <p>16 MR. MANNION: I get it.</p> <p>17 THE VIDEOGRAPHER: We're off the</p> <p>18 record. The time is 4:43.</p> <p>19 (A recess is taken.)</p> <p>20 THE VIDEOGRAPHER: This marks the</p> <p>21 beginning of media number two. We're back on the</p> <p>22 record. The time is 4:48.</p> <p>23 Q. Ma'am, would you accuse somebody of a</p> <p>24 crime if you didn't have any evidence of it? You</p> <p>25 can ignore his laughing.</p> | <p style="text-align: right;">Page 425</p> <p>1 is evidence. This -- Tom, this is ridiculous.</p> <p>2 Q. Okay. Ma'am, what circumstantial</p> <p>3 evidence do you have that anybody made any changes</p> <p>4 to the document that I showed you?</p> <p>5 A. I know that happened frequently when I</p> <p>6 was at KNR, so I don't -- I'm not saying that.</p> <p>7 Q. Didn't you tell me earlier that you</p> <p>8 don't know of anybody putting any false</p> <p>9 information in it? That's what you said earlier?</p> <p>10 A. True. I don't know -- I don't say it</p> <p>11 never happened.</p> <p>12 Q. Well --</p> <p>13 A. I don't know of any specific</p> <p>14 circumstances.</p> <p>15 Q. Well, okay, so you don't have --</p> <p>16 A. Hold on. Hold on. Hold on. One of</p> <p>17 the rules of a deposition is when you're talking,</p> <p>18 I'm not talking, and vice versa. Let's stick with</p> <p>19 that rule.</p> <p>20 Q. I'll do it if you will.</p> <p>21 A. Go for it. I think you're going to</p> <p>22 have a hard time. Your turn.</p> <p>23 Q. Is it?</p> <p>24 A. Go ahead.</p> <p>25 Q. Okay.</p> |

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| <p style="text-align: right;">Page 426</p> <p>1 A. Time's cooking.</p> <p>2 Q. So what evidence do you have --</p> <p>3 A. I leave soon.</p> <p>4 Q. -- circumstantial or otherwise that</p> <p>5 anything in this document here, L, is false?</p> <p>6 A. I have no evidence of that.</p> <p>7 Q. Okay. So you're not claiming --</p> <p>8 A. Well --</p> <p>9 Q. -- that somebody went in and put false</p> <p>10 information in there, are you?</p> <p>11 A. No. I'm not -- I'm not claiming that I</p> <p>12 made these notes. I can't -- I can't say with</p> <p>13 100 percent accuracy that I made those notes.</p> <p>14 Q. Another rule of deposition is that when</p> <p>15 a question is asked, you try to answer the</p> <p>16 question. So I'll ask it again.</p> <p>17 Are you claiming that anybody put false</p> <p>18 information in Exhibit L?</p> <p>19 A. No, I'm not.</p> <p>20 Q. Okay. Handing you -- just make sure I</p> <p>21 have it redacted. Okay. Handing you what we can</p> <p>22 mark as M and N.</p> <p>23 - - - - -</p> <p>24 Thereupon, Defendants' Exhibits M and N</p> <p>25 are marked for purposes of identification.</p> | <p style="text-align: right;">Page 428</p> <p>1 A. True.</p> <p>2 Q. No matter how hard you push and how</p> <p>3 hard you advocated, you couldn't always get as</p> <p>4 much as you wanted, fair?</p> <p>5 A. True.</p> <p>6 Q. Okay. But you did get more than the</p> <p>7 original offer. They had offered 8,000, and then</p> <p>8 if you look at the bottom, their top offer was</p> <p>9 8,500, but you didn't stop there, did you?</p> <p>10 A. I don't know. I -- I don't know.</p> <p>11 There -- if this is all the notes, then, yes.</p> <p>12 Q. Well, according to the note on</p> <p>13 January 6th, 2015, Fred Carter from Carter Raynes</p> <p>14 Insurance said their top offer was 8,500, at least</p> <p>15 that's what's documented, true?</p> <p>16 A. True.</p> <p>17 Q. And if you look at the next page, you</p> <p>18 obtained more than the 8,500 and then also another</p> <p>19 thousand in med pay from Alfa, true?</p> <p>20 A. Right. True.</p> <p>21 Q. So now if we look at Exhibit N, this is</p> <p>22 the one-page document after you. This would have</p> <p>23 been an e-mail that you sent. And, again, I</p> <p>24 redacted the client's name, but we have the case</p> <p>25 number on there. This would have been an e-mail</p> |
| <p style="text-align: right;">Page 427</p> <p>1 - - - - -</p> <p>2 MR. PATTAKOS: Which is M? The</p> <p>3 two-page document?</p> <p>4 MR. MANNION: Yes.</p> <p>5 MR. PATTAKOS: Thank you.</p> <p>6 Q. Again, this looks like case notes,</p> <p>7 true?</p> <p>8 A. True.</p> <p>9 Q. And it says that you're the assigned</p> <p>10 attorney, true?</p> <p>11 A. True.</p> <p>12 Q. And you know what -- have no</p> <p>13 information as you sit here that anybody put any</p> <p>14 false information in here, do you?</p> <p>15 A. True.</p> <p>16 Q. And if we look at this now, there's an</p> <p>17 evaluation that you had on this case and you have</p> <p>18 your value ranges, true?</p> <p>19 A. That's true.</p> <p>20 Q. And in this particular case, you</p> <p>21 weren't quite able to get what you wanted. It was</p> <p>22 a 10 to 16 range, and you got within \$350 of it,</p> <p>23 fair, if you look at the next page, 9,650?</p> <p>24 A. Right. True.</p> <p>25 Q. Okay. And sometimes that happened?</p> | <p style="text-align: right;">Page 429</p> <p>1 that you send where you give your recommendations</p> <p>2 on how the expenses should be handled, true?</p> <p>3 A. True.</p> <p>4 Q. And if you open the last page of</p> <p>5 Exhibit M and compare the two, we see that on</p> <p>6 Town & Country, you said 2,800 on 3,900, fair? Is</p> <p>7 what you recommended?</p> <p>8 A. I asked for 2,800 on a \$3,900 bill.</p> <p>9 Q. And it was -- and Town & Country at</p> <p>10 least would agree to 3,000, true?</p> <p>11 A. Looks like it.</p> <p>12 Q. Okay.</p> <p>13 A. Well -- well, yeah, I don't know how it</p> <p>14 went with them.</p> <p>15 Q. You were hoping to get them to 2,800?</p> <p>16 A. Right.</p> <p>17 Q. And they had agreed to 3,000, fair?</p> <p>18 A. That's -- yeah, between somewhere.</p> <p>19 Remember, I didn't have the communication with</p> <p>20 Town & Country.</p> <p>21 Q. Okay. And with Clearwater, you</p> <p>22 recommended 800, true?</p> <p>23 A. Right.</p> <p>24 Q. And, in fact, then that was agreed to</p> <p>25 and it would have been agreed to by both</p> |

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| <p style="text-align: right;">Page 430</p> <p>1 Mr. Nestico and Dr. Ghoubrial, true?</p> <p>2 A. I don't know that.</p> <p>3 Q. Okay.</p> <p>4 A. I know I just had to get Nestico to</p> <p>5 agree to it.</p> <p>6 Q. Well, you know that -- that</p> <p>7 Dr. Ghoubrial and/or Clearwater would have agreed</p> <p>8 to that number, don't you?</p> <p>9 A. I don't know that. I don't know what</p> <p>10 conversation happened between them.</p> <p>11 Q. Okay. Well, why do you think that they</p> <p>12 would say okay if they didn't agree to it?</p> <p>13 A. I don't -- I don't know.</p> <p>14 Q. Isn't that how the process went?</p> <p>15 A. I don't know. I don't know the --</p> <p>16 Q. Okay.</p> <p>17 A. -- communications that happened</p> <p>18 between --</p> <p>19 Q. Okay.</p> <p>20 A. -- Rob Nestico and Town & Country, Rob</p> <p>21 Nestico and Dr. Ghoubrial.</p> <p>22 Q. Well, all you know is that the only</p> <p>23 amount coming out of the client's settlement for</p> <p>24 Clearwater was 800, fair?</p> <p>25 A. That's fair.</p> | <p style="text-align: right;">Page 432</p> <p>1 more than what we would reduce our bill or for</p> <p>2 Town & Country.</p> <p>3 Q. So there was a reasoning process that</p> <p>4 Paul Steele told you to use in the reductions?</p> <p>5 A. True.</p> <p>6 Q. And you thought that was good for the</p> <p>7 client, didn't you?</p> <p>8 A. Right. Yeah. Because ultimately it</p> <p>9 ended in a reduced amount that the client had to</p> <p>10 pay back out of the settlement.</p> <p>11 Q. And there was no rule that Ghoubrial's</p> <p>12 bills had to be reduced less than other providers'</p> <p>13 bills were reduced, is there?</p> <p>14 A. Can you say that again?</p> <p>15 Q. Sure. I think there was sort of an</p> <p>16 implication from -- in this case that somehow KNR</p> <p>17 or Mr. Nestico would not reduce Dr. Ghoubrial's or</p> <p>18 Clearwater's bills as much as they reduced other</p> <p>19 providers?</p> <p>20 A. True.</p> <p>21 Q. But that's not the case, is it?</p> <p>22 A. These are just two specific cases, but</p> <p>23 typically in -- us attorneys in the Columbus</p> <p>24 office would have the same conversation over and</p> <p>25 over again that we couldn't get a significant</p> |
| <p style="text-align: right;">Page 431</p> <p>1 Q. And that's exactly how much you</p> <p>2 recommended, true?</p> <p>3 A. True.</p> <p>4 Q. Okay. Now, if I tell you that</p> <p>5 Dr. Ghoubrial and/or Clearwater were paid</p> <p>6 65 percent of their charges, but Town & Country</p> <p>7 was paid 76 percent of their charges, you would</p> <p>8 agree that Dr. Ghoubrial Clearwater took a bigger</p> <p>9 cut, true?</p> <p>10 A. Percentagewise, yes.</p> <p>11 Q. Okay. So this is not a case of saying</p> <p>12 that Dr. Ghoubrial's bills are reduced less than</p> <p>13 other providers, is it?</p> <p>14 A. Well, let me explain to you. So these</p> <p>15 were conversations that happened between Paul and</p> <p>16 I where I would run settlement proposals by Paul</p> <p>17 sometimes verbally. And he would say, well,</p> <p>18 Town & Country had more interaction with the</p> <p>19 client, therefore let them get paid more. Whereas</p> <p>20 Dr. Ghoubrial, typically on a bill of 1,230, that</p> <p>21 was one time -- well, and obviously it says there</p> <p>22 one time, so it's a one-time visit. So you could</p> <p>23 reduce more.</p> <p>24 Q. Okay.</p> <p>25 A. It was validation to reduce his bill</p> | <p style="text-align: right;">Page 433</p> <p>1 reduction on bills. Like if there was a really</p> <p>2 low value, you're showing me some good settlements</p> <p>3 based on other cases that I handled. If it was a</p> <p>4 really, really low value case, we would take our</p> <p>5 cut that -- we take a significant cut, KNR</p> <p>6 attorney fees, we cut the heck out of</p> <p>7 Town & Country in order to preserve Dr. Ghoubrial.</p> <p>8 There was -- I don't recall many, if</p> <p>9 any, circumstances where Dr. Ghoubrial would take</p> <p>10 a hundred bucks on one of his bills. Whereas</p> <p>11 Town & Country, sometimes we would throw \$500 at</p> <p>12 them for a \$3,000 bill if the settlement was so</p> <p>13 low. Dr. Ghoubrial, when it came down to it and</p> <p>14 we had to split hairs, Dr. Ghoubrial always got</p> <p>15 the biggest share of it. Especially if -- yeah,</p> <p>16 it -- yeah, it -- because he didn't refer to us.</p> <p>17 Q. Excuse me?</p> <p>18 A. So --</p> <p>19 Q. Because he didn't refer to you?</p> <p>20 A. Right. I was going to say unless he</p> <p>21 referred to us, but he didn't refer to us.</p> <p>22 Town & Country would refer cases to us.</p> <p>23 Q. Yeah, but I'm still not sure you</p> <p>24 answered my question. Can you read that question</p> <p>25 back, please?</p> |

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|---|---|
| <p style="text-align: right;">Page 434</p> <p>1 (The record is read as requested.)</p> <p>2 MR. MANNION: No. Before that.</p> <p>3 A. Right. I think I answered that when I</p> <p>4 told you that these are good settlement offers</p> <p>5 that you've showed me so far. Typically the</p> <p>6 settlement value on cases for me was lower than</p> <p>7 this just with the volume and the types of cases</p> <p>8 we have, all soft tissue. So we really had to,</p> <p>9 quote/unquote, whack bills and get deep reductions</p> <p>10 on them.</p> <p>11 So when it came down to it, Ghoubrial's</p> <p>12 was the one that we preserved the most. So, yeah,</p> <p>13 we would -- KNR would take a big cut to their</p> <p>14 fees. We -- I get approval for Town -- through</p> <p>15 Rob Nestico for Town & Country to take a big cut</p> <p>16 to their fee. But when it all came down to it,</p> <p>17 the ultimate percentage in the end was that</p> <p>18 Dr. Ghoubrial walked away with more payment on his</p> <p>19 bill than other providers did, including the</p> <p>20 attorney fees at KNR.</p> <p>21 Q. By the way, Dr. Ghoubrial didn't have</p> <p>22 to agree to any cut, did he?</p> <p>23 A. I don't know that. Yeah, no, doctor</p> <p>24 does, you're right.</p> <p>25 Q. Okay.</p> | <p style="text-align: right;">Page 436</p> <p>1 A. Yeah. But this is a -- this is not</p> <p>2 common for the settlements I was getting on cases.</p> <p>3 Q. But at least the two we looked at</p> <p>4 today, Mr. Nestico agreed with what your</p> <p>5 recommendation was --</p> <p>6 A. Yep.</p> <p>7 Q. -- for how Dr. Ghoubrial's bill should</p> <p>8 be cut, true?</p> <p>9 A. True.</p> <p>10 Q. And for us to determine what happened</p> <p>11 on those other files with those other clients,</p> <p>12 even if they were 5,000 or less, we would have to</p> <p>13 look at every single settlement memorandum and</p> <p>14 find out what was going on, wouldn't we?</p> <p>15 A. Well, the fact that the two you are</p> <p>16 showing me are good settlement offers, I think it</p> <p>17 wouldn't be hard for you to find most of the lower</p> <p>18 settlement offers.</p> <p>19 Q. I don't think you even came close to</p> <p>20 answering my question.</p> <p>21 A. Probably not.</p> <p>22 Q. Can you read that back, please?</p> <p>23 (The record is read as requested.)</p> <p>24 Q. Is that true?</p> <p>25 A. That's true.</p> |
| <p style="text-align: right;">Page 435</p> <p>1 A. Correct.</p> <p>2 Q. So any cut is a good thing for the</p> <p>3 client, fair?</p> <p>4 A. True.</p> <p>5 Q. And you're certainly not going to sit</p> <p>6 here and say that all cases -- well, what do you</p> <p>7 consider a small settlement? The ones you're</p> <p>8 talking about right there, 2,000, 3,000?</p> <p>9 A. Yeah. Like 1,500, 3,000 -- under</p> <p>10 5,000.</p> <p>11 Q. Okay. So you're not sitting here</p> <p>12 saying that on all cases under 5,000 where</p> <p>13 Dr. Ghoubrial was involved that he got the highest</p> <p>14 percentage of his bills every single time? You're</p> <p>15 not saying that?</p> <p>16 A. I can't say all, every single time, any</p> <p>17 of those words. But a majority of what I recall</p> <p>18 was most of the cases I settled, I knew that I</p> <p>19 couldn't even -- I couldn't even -- after a while,</p> <p>20 I couldn't even ask Nestico for a significant</p> <p>21 reduction on Ghoubrial's bills, because it would</p> <p>22 come back that he would say, no, pay Ghoub's more</p> <p>23 and cut our fee more. So I knew --</p> <p>24 Q. We can agree 35 percent is a</p> <p>25 significant reduction?</p> | <p style="text-align: right;">Page 437</p> <p>1 Q. Okay. And you certainly recall telling</p> <p>2 clients and advising against taking loans, true?</p> <p>3 A. I would, yes.</p> <p>4 Q. See if this sounds like something that</p> <p>5 you would say: Return client's call, let her know</p> <p>6 they are still evaluating. She lost her job due</p> <p>7 to this accident. She is financially strung out.</p> <p>8 Wants Oasis loan. Advised her otherwise.</p> <p>9 Sound like something you would put in</p> <p>10 there?</p> <p>11 A. Yeah.</p> <p>12 Q. Okay. Why would you do that?</p> <p>13 A. Just because of the interest rates.</p> <p>14 Q. With respect to Dr. Ghoubrial, one of</p> <p>15 the things you said was -- in your first</p> <p>16 deposition was that essentially there wasn't even</p> <p>17 any conversations in there with Dr. Ghoubrial.</p> <p>18 The client would go in, the nurse would ask them</p> <p>19 to bend and Dr. Ghoubrial would give them a shot?</p> <p>20 A. I don't have personal knowledge except</p> <p>21 for what my clients tell me, but that's correct.</p> <p>22 Q. Okay. Clearly the one with the</p> <p>23 shoulder and the rotator cuff had a conversation</p> <p>24 with him, fair?</p> <p>25 A. It sounds like it, correct.</p> |

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| <p style="text-align: right;">Page 438</p> <p>1 Q. Okay. And do you really think that out 2 of -- let me strike that. 3 How many clients of yours do you think 4 treated with Dr. Ghoumbrial? 5 A. I don't know. I think -- 6 Q. Hundreds? 7 A. Yeah, I would say hundreds. 8 Q. Okay. And if a client told you that 9 Dr. Ghoumbrial didn't even talk to them and that's 10 what occurred, wouldn't you document that? 11 A. If they had a communication with 12 Dr. Ghoumbrial? 13 Q. If they communicated to you that they 14 went in, Dr. Ghoumbrial didn't even talk to them, 15 the nurse asked them to bend and Dr. Ghoumbrial 16 gave them a shot, you would document that if they 17 told you, right? 18 A. No, just because it was a common 19 complaint. So we had -- the volume of cases, you 20 have to understand, we -- we had a minimum number 21 of notes we had to make. After a certain point of 22 my time in the employment -- my employment at KNR, 23 they were tracking how many notes we made a day. 24 So -- because some people would forget. You get 25 on one call, you hang up, you get on another call,</p> | <p style="text-align: right;">Page 440</p> <p>1 provide, did you? 2 A. Typically there wasn't enough time to 3 verify with the client if they got all the 4 treatment that was in the records. We just 5 assumed that the records that we received document 6 any treatment that occurred. 7 Q. Okay. I'll ask it a different way, 8 then. That's a fair comment. 9 You were never aware that a client was 10 billed for treatment that they claim they didn't 11 receive and still submitted that bill to the 12 insurance company with that knowledge, did you? 13 A. With Dr. Ghoumbrial specifically? 14 Q. Any provider? 15 A. No. I don't believe that Dr. Ghoumbrial 16 failed to document or over documented treatments. 17 But there were times with certain clients that 18 treated at Town & Country where they said, no, 19 they didn't go as many times as what the records 20 say. Like there was a bill that we would 21 frequently get would be \$4,444. And that's 22 usually -- or somewhere in the \$4,000 range, and 23 that's usually 40 sessions over 10 weeks. And 24 clients would say, no, I missed half of my session 25 or I couldn't get transportation was an issue. So</p> |
| <p style="text-align: right;">Page 439</p> <p>1 and sometimes you can't type that fast. So a lot 2 of notes didn't get tracked. 3 Yeah, so some notes -- when it was a 4 common complaint over and over again, you just 5 kind of turn a blind eye and you just become numb 6 to it, so it doesn't always get recorded. 7 Q. So how many times did you record that 8 before you stopped recording it? 9 A. I don't know. I don't know. I just -- 10 yeah, I couldn't even guess a number. 11 Q. So you really believe hundreds of 12 clients went to Dr. Ghoumbrial and he never even 13 said a single word to them? 14 A. No, I don't think that. 15 Q. Okay. 16 A. I don't -- I don't -- I don't know what 17 to say either way. I don't know. 18 Q. Because you weren't in there? 19 A. Right, I was not. 20 Q. Okay. And you saw his medical records 21 from time to time, right? 22 A. Right. 23 Q. And you certainly never submitted 24 something to an insurance company with his bills 25 if you thought there was treatment that he did not</p> | <p style="text-align: right;">Page 441</p> <p>1 there was speculation with Town & Country as far 2 as over documenting treatments, but usually 3 Dr. Ghoumbrial was one to maybe four times at the 4 most on a case. 5 Q. So did you ever have a time where you 6 believed that the Town & Country bill did not 7 accurately reflect the charges, but you submitted 8 it to an insurance company anyway? 9 A. It wasn't until settlement time when I 10 would explain to the client, well, we've got to 11 pay back this bill, this bill, I'm going to get a 12 reduction on this one. And they would say, what? 13 That was my bill? Because they wouldn't see this. 14 They didn't get copies of the demand packages and 15 they wouldn't see the bills that we received 16 from -- I mean, I don't know that they would see 17 any bills for the case, except -- or be aware of 18 them until we discussed them at settlement time. 19 Q. Well, you would call them and discuss 20 settlement on the phone before they came in to 21 sign, true? 22 A. Yes, correct. 23 Q. And so you would have talked to them at 24 that time about the expenses that were coming out? 25 A. True. And if they were -- if there was</p> |

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| <p style="text-align: right;">Page 442</p> <p>1 an overbilling, it would become known at that</p> <p>2 point.</p> <p>3 Q. And would you do something about it,</p> <p>4 then, right? If they haven't signed the release</p> <p>5 yet?</p> <p>6 A. Typically. Or I would -- I would ask</p> <p>7 for a further reduction on those bills. Not</p> <p>8 necessarily go back to the provider, but just ask</p> <p>9 for -- I would say, Paul, can I cut this bill</p> <p>10 more, and then we take a hit on our fee.</p> <p>11 Q. Would you ever call the insurance</p> <p>12 company up and say, hey, I've just got to let you</p> <p>13 know, by the way, Town & Country said there were</p> <p>14 40 visits when there were only 30 --</p> <p>15 A. No.</p> <p>16 Q. -- do you still want to make the same</p> <p>17 offer?</p> <p>18 A. No.</p> <p>19 Q. Why?</p> <p>20 A. Because in that case, it was -- it was</p> <p>21 our client's word against the medical provider's</p> <p>22 word. And a lot of times our clients, they -- we</p> <p>23 didn't give them a lot of credit for remembering</p> <p>24 what type of treatment they had all the time.</p> <p>25 Q. So you never intentionally submitted</p> | <p style="text-align: right;">Page 444</p> <p>1 Q. But if you wanted to get somebody in to</p> <p>2 see a doctor quickly, that was one of the nice</p> <p>3 things about Dr. Ghoumbrial being there, right?</p> <p>4 A. Yes, on certain occasions.</p> <p>5 Q. Well, I think what you said was if our</p> <p>6 client wanted to see an M.D., we sent them to</p> <p>7 Dr. Ghoumbrial because it was less wait, they could</p> <p>8 get in within a week's time?</p> <p>9 A. There was more context to that.</p> <p>10 Q. Okay. Just go back and I'll read it</p> <p>11 just to make sure I'm right here. Okay. I will</p> <p>12 read the question and answer.</p> <p>13 Question: Well, are you aware that --</p> <p>14 you're probably not aware, but we ran a search to</p> <p>15 see how many cases that you had referred to</p> <p>16 Dr. Ghoumbrial and we didn't find any. Do you know</p> <p>17 how that could happen?</p> <p>18 Answer: Yeah, absolutely. Because</p> <p>19 when they go in, the patients go in, they would</p> <p>20 meet with Ann Marie at the front desk at</p> <p>21 Town & Country, she would get them set up, make</p> <p>22 sure all of the lien paperwork was signed, and</p> <p>23 then she would try to get them to Dr. Ghoumbrial.</p> <p>24 Or if they needed an M.D. treatment, we were</p> <p>25 encouraged to say, because if the -- you got the</p> |
| <p style="text-align: right;">Page 443</p> <p>1 something to an insurance company that you thought</p> <p>2 was improper?</p> <p>3 A. No.</p> <p>4 Q. My statement was correct?</p> <p>5 A. That's correct.</p> <p>6 Q. Okay. One of the -- strike that.</p> <p>7 There were some advantages to having</p> <p>8 Dr. Ghoumbrial at Town & Country on Fridays,</p> <p>9 weren't there?</p> <p>10 A. There were.</p> <p>11 Q. And what were those, some of those?</p> <p>12 A. Just to be able to say to the client,</p> <p>13 just go to the -- if you want to go to a doctor,</p> <p>14 just go to the doctor. He'll be in there on</p> <p>15 Fridays. And it would placate them. And they</p> <p>16 would say, I don't want a chiropractor, I want a</p> <p>17 real doctor.</p> <p>18 Q. Some people like chiropractors and some</p> <p>19 don't --</p> <p>20 A. Right.</p> <p>21 Q. -- fair?</p> <p>22 A. Right.</p> <p>23 Q. Sometimes the chiropractor helps more</p> <p>24 than an M.D. You've seen that, too, right?</p> <p>25 A. Correct.</p> | <p style="text-align: right;">Page 445</p> <p>1 patient, your client to treat with an M.D., it was</p> <p>2 more likely the value of the case would go up. So</p> <p>3 we would tell the patient, you know, go to the</p> <p>4 M.D. that's at Town & Country. And we would tell</p> <p>5 them, you don't have to get adjusted if you don't</p> <p>6 want to, but just go see the M.D. Because we knew</p> <p>7 that Town & Country would ultimately keep them as</p> <p>8 a patient and talk them into getting treatment.</p> <p>9 But, no, if our client wanted to see an M.D., we</p> <p>10 sent them to Dr. Ghoumbrial, because it was less</p> <p>11 wait. They could get in within a week's time.</p> <p>12 Does that sound like your testimony?</p> <p>13 A. Well, yes, it was my testimony.</p> <p>14 Q. Okay. And so one of the advantages was</p> <p>15 that Dr. Ghoumbrial could get them in within a</p> <p>16 week's time, true?</p> <p>17 A. True.</p> <p>18 Q. And, in fact, if they said they didn't</p> <p>19 want chiropractic care, your clients, that they</p> <p>20 didn't want to be snap, crackled and popped, then</p> <p>21 you would say, you don't have to go to a</p> <p>22 chiropractor, you can go and see an M.D., true?</p> <p>23 A. True.</p> <p>24 Q. What other advantages were there to</p> <p>25 Dr. Ghoumbrial?</p> |

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|---|---|
| <p style="text-align: right;">Page 446</p> <p>1 A. The convenience was about it.</p> <p>2 Q. And also Mr. Nestico knew him and was</p> <p>3 able to negotiate some of the reductions that we</p> <p>4 looked at, right?</p> <p>5 A. True.</p> <p>6 Q. Now, you don't know -- one of the</p> <p>7 things that you mentioned, I think when Peter was</p> <p>8 asking you questions, was something about Floros</p> <p>9 and Akron Square. Have you ever met Dr. Floros?</p> <p>10 A. I have not.</p> <p>11 Q. Have you ever had a client with</p> <p>12 Dr. Floros?</p> <p>13 A. I have not.</p> <p>14 Q. Ever had a client with Akron Square</p> <p>15 Chiropractic?</p> <p>16 A. I -- I don't recall. May have had one</p> <p>17 or two here, but I don't --</p> <p>18 Q. None that you recall?</p> <p>19 A. Right.</p> <p>20 Q. Okay. And you don't recall talking to</p> <p>21 Rob Nestico or Robert Redick or John Reagan about</p> <p>22 Dr. Floros or Akron Square, do you?</p> <p>23 A. I don't.</p> <p>24 Q. Okay. And you don't know of any</p> <p>25 agreement between Dr. Floros and Akron Square and</p> | <p style="text-align: right;">Page 448</p> <p>1 distribution. Like if I had the agreement with</p> <p>2 Dr. Korth that said Dr. Korth, I'll send you one</p> <p>3 case for every three you send to us, then that</p> <p>4 would be a quid pro quo -- quid pro quo, where I</p> <p>5 expect something in return by sending him</p> <p>6 something.</p> <p>7 Q. When you send him cases, you did it</p> <p>8 with no expectation of him sending you anything in</p> <p>9 return?</p> <p>10 A. Absolutely not, no. He was a -- he</p> <p>11 became a good friend prior to us discussing</p> <p>12 business relationship -- my testimony was that I</p> <p>13 was friends with his wife first, and then he</p> <p>14 became a good friend between my husband -- him and</p> <p>15 my husband. And so it was just -- he took care</p> <p>16 of -- we treated there, my husband and I did, for</p> <p>17 chiro -- maintenance chiropractic treatment. And</p> <p>18 we liked the facility and so it was -- it was a</p> <p>19 place that I knew that I could send</p> <p>20 patients/clients to and they would get treatment</p> <p>21 that I knew that they would be happy with.</p> <p>22 Q. Okay. And you recognize the value of</p> <p>23 chiropractor treatment?</p> <p>24 A. Absolutely.</p> <p>25 Q. TENS units work on patients, don't</p> |
| <p style="text-align: right;">Page 447</p> <p>1 KNR, do you?</p> <p>2 A. I don't.</p> <p>3 Q. Okay. With respect to what you said</p> <p>4 about the chiropractor that you referred cases to,</p> <p>5 I forget his name?</p> <p>6 A. Dr. Buzz. The exhibit that you brought</p> <p>7 up?</p> <p>8 Q. Was that the -- I thought it was a</p> <p>9 different last name.</p> <p>10 A. Roy Korth.</p> <p>11 Q. Yes. Yes.</p> <p>12 A. Okay.</p> <p>13 Q. So you referred cases to him?</p> <p>14 A. Right.</p> <p>15 Q. And he referred cases to you?</p> <p>16 A. Right.</p> <p>17 Q. And you certainly didn't see that as a</p> <p>18 quid pro quo, did you?</p> <p>19 A. No, not at all.</p> <p>20 Q. Do you have an understanding of what</p> <p>21 quid pro quo means?</p> <p>22 A. Yeah. An agreement -- well, do you</p> <p>23 want me to answer?</p> <p>24 Q. Sure.</p> <p>25 A. An agreement whether it's an even</p> | <p style="text-align: right;">Page 449</p> <p>1 they?</p> <p>2 A. Yep.</p> <p>3 Q. In fact, injections work on patients.</p> <p>4 Chiropractors don't that, but injections work on</p> <p>5 patients, too, don't they?</p> <p>6 A. I don't know that. I don't have any</p> <p>7 experience except for what I dealt with at KNR.</p> <p>8 Q. Okay. And if any of your notes</p> <p>9 indicate patients told you injections helped, you</p> <p>10 wouldn't put that in the notes unless they told</p> <p>11 you that, true?</p> <p>12 A. I wouldn't doubt that it actually</p> <p>13 helped them, right. I would trust that --</p> <p>14 Q. Right.</p> <p>15 A. -- they did help.</p> <p>16 Q. Okay. Now, as it relates to</p> <p>17 Town & Country, you certainly have never seen any</p> <p>18 quid pro quo agreement, fair?</p> <p>19 A. Written?</p> <p>20 Q. Yes.</p> <p>21 MR. PATTAKOS: Objection.</p> <p>22 A. Correct, I have not seen a written one.</p> <p>23 Q. Okay. And you certainly have never</p> <p>24 heard anybody from Town & Country say they have</p> <p>25 one, true?</p> |

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| <p style="text-align: right;">Page 450</p> <p>1 A. True.</p> <p>2 Q. You never heard Rob Nestico, Robert</p> <p>3 Redick, John Reagan say anything about having one,</p> <p>4 did you?</p> <p>5 A. No. It was through Paul Steele.</p> <p>6 THE REPORTER: It was what?</p> <p>7 A. I'm sorry. It was through Paul Steele.</p> <p>8 Do you want me to spell his last name?</p> <p>9 Q. And when was it that he said that?</p> <p>10 A. When?</p> <p>11 Q. When.</p> <p>12 A. Oh, gosh. Well, I was there for just</p> <p>13 about a year and a half roughly, so sometime in</p> <p>14 that span from November -- I don't know.</p> <p>15 Q. You don't have any idea when?</p> <p>16 A. No. Honestly, it's all -- remember,</p> <p>17 this is several years ago. There were a lot of</p> <p>18 conversations that happened, a lot of different</p> <p>19 topics, a lot of clients and a lot has happened</p> <p>20 since then, so I don't know specifically when.</p> <p>21 Q. Now, what you told us, I want to make</p> <p>22 sure we're clear on this, Paul did not tell you</p> <p>23 where the three to one came from, fair?</p> <p>24 A. I don't know. I don't know if that</p> <p>25 ever came up. I can't recall.</p> | <p style="text-align: right;">Page 452</p> <p>1 that I was there.</p> <p>2 Q. Well, Paul didn't tell you where the</p> <p>3 three to one came from, so the truth is, ma'am, he</p> <p>4 never told you: KNR has an agreement with</p> <p>5 Town & Country, did he?</p> <p>6 A. I don't think that was ever explicit.</p> <p>7 Q. And he didn't say that in any way,</p> <p>8 shape, or form there was some negotiation between</p> <p>9 Mr. Nestico, Mr. Redick or anyone at KNR where</p> <p>10 they sat down with Town & Country and those two</p> <p>11 agreed on a three to one quid pro quo</p> <p>12 relationship, did he?</p> <p>13 A. Right. I don't -- yeah, I'm not aware</p> <p>14 of any conversation.</p> <p>15 Q. And did you ever ask Paul after this</p> <p>16 case got filed anything more about that?</p> <p>17 A. I haven't talked to Paul since I left.</p> <p>18 Q. Okay. And if -- what if Paul told you</p> <p>19 now that well, I liked -- I wanted to send some</p> <p>20 over there, but there was no explicit agreement?</p> <p>21 A. Oh, I don't -- you're saying what if</p> <p>22 Paul told me that?</p> <p>23 Q. Yeah, if you heard that, would you be</p> <p>24 able to dispute that?</p> <p>25 MR. PATTAKOS: Objection.</p> |
| <p style="text-align: right;">Page 451</p> <p>1 Q. You don't remember him saying it, true?</p> <p>2 A. That's true.</p> <p>3 Q. And, in fact, all you remember is him</p> <p>4 saying, we need to make sure that for every three</p> <p>5 we get, we send one over, true?</p> <p>6 A. True.</p> <p>7 Q. But you never heard him say there's an</p> <p>8 actual agreement between KNR and Town & Country,</p> <p>9 did you?</p> <p>10 MR. PATTAKOS: Object.</p> <p>11 A. Yeah, he would -- I mean, it was</p> <p>12 explicit. It was, hey, we need to keep</p> <p>13 Town & Country happy and we need to send them one</p> <p>14 for every three they send us. So he would track</p> <p>15 it throughout the month and say, hey, we've sent</p> <p>16 over -- halfway through the month he would say,</p> <p>17 gosh, we've sent over 50 this month so far, we're</p> <p>18 matching Kahn one to one, so we can just chill out</p> <p>19 and send them to other chiropractors. Because</p> <p>20 Paul was working at building relationships with</p> <p>21 chiropractors in Columbus, too. And a lot of them</p> <p>22 were within the territory of Town & Country.</p> <p>23 And he knew what Town & Country was</p> <p>24 about. He didn't like sending clients there, but</p> <p>25 that was our -- our bread and butter for the time</p> | <p style="text-align: right;">Page 453</p> <p>1 A. I don't know. I don't -- no, I -- I</p> <p>2 don't know. I remember what he told me. And I</p> <p>3 remember him flashing checks, payment checks to</p> <p>4 Town & Country saying it's a good month.</p> <p>5 Q. Well, payment checks to Town & Country</p> <p>6 have nothing to do with the quid pro quo, do they?</p> <p>7 MR. PATTAKOS: Objection.</p> <p>8 A. In that conversation, it did.</p> <p>9 Q. Well, payment checks don't show a quid</p> <p>10 pro quo, do they?</p> <p>11 A. The words that were accompanying with</p> <p>12 the payment checks.</p> <p>13 Q. Do the payment checks show quid pro</p> <p>14 quo?</p> <p>15 A. By themselves, no.</p> <p>16 Q. Okay. And so the words saying it was a</p> <p>17 good month means there's a quid pro quo?</p> <p>18 A. There was other context to it.</p> <p>19 Q. Okay. Tell me exactly --</p> <p>20 A. The context?</p> <p>21 Q. -- what was said.</p> <p>22 A. Okay. So there was a conversation that</p> <p>23 happened in his office once at -- when we were</p> <p>24 both working in Columbus where he flashed \$81,000</p> <p>25 in checks to -- or from our settlements, it was</p> |

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| <p style="text-align: right;">Page 454</p> <p>1 halfway through the month, to Town & Country. He</p> <p>2 said, it's a good month so far. We've been</p> <p>3 matching one for one with referrals, so we can</p> <p>4 back off and not refer so much to Town & Country</p> <p>5 for the rest of the month.</p> <p>6 Q. Okay.</p> <p>7 A. And I don't know when that conversation</p> <p>8 happened, obviously sometime during my year and a</p> <p>9 half of employment there.</p> <p>10 Q. Any -- who else was there, anybody?</p> <p>11 A. Nobody.</p> <p>12 Q. Did you hear anybody else say anything</p> <p>13 about that?</p> <p>14 A. No.</p> <p>15 Q. Okay. And you still, as you said</p> <p>16 earlier, you don't know where Paul got this three</p> <p>17 to one from?</p> <p>18 A. No, I don't.</p> <p>19 Q. Okay. And it says -- let's see if this</p> <p>20 is right.</p> <p>21 All you know is that Paul told you that</p> <p>22 he wanted to send one back to them for every three</p> <p>23 they sent?</p> <p>24 Answer: Right.</p> <p>25 Question: Did Paul specifically tell</p> | <p style="text-align: right;">Page 456</p> <p>1 MR. BARMEN: You okay?</p> <p>2 MR. PATTAKOS: Are you serious?</p> <p>3 MR. BARMEN: You're starting to squirm</p> <p>4 a little bit. Are you okay?</p> <p>5 MR. PATTAKOS: Are you serious?</p> <p>6 MR. BARMEN: I don't understand the</p> <p>7 reaction.</p> <p>8 MR. PATTAKOS: The difference between</p> <p>9 an inference and an assumption is something that</p> <p>10 you keep losing track of, Brad.</p> <p>11 MR. BARMEN: I'm not as smart as you.</p> <p>12 I don't claim to be.</p> <p>13 Q. If one of your clients liked their</p> <p>14 treatment provider, you were a big advocate of</p> <p>15 them staying with that provider, true?</p> <p>16 A. Yes.</p> <p>17 Q. And if they wanted to go to an M.D. and</p> <p>18 they had an M.D. picked out, you would agree they</p> <p>19 should go to that M.D.?</p> <p>20 A. I would agree to that.</p> <p>21 Q. Okay. Oh, earlier you did say</p> <p>22 something about people making entries in Needles.</p> <p>23 Are you saying they did that on your files, they</p> <p>24 went back and did things on your files?</p> <p>25 A. What brought my attention to it was an</p> |
| <p style="text-align: right;">Page 455</p> <p>1 you that someone else had given him that</p> <p>2 direction?</p> <p>3 No, not specifically.</p> <p>4 That was your testimony?</p> <p>5 A. True.</p> <p>6 Q. Do you stand by that?</p> <p>7 A. Yeah. I don't -- I don't know if</p> <p>8 someone gave him direction or not.</p> <p>9 Q. And you certainly have not seen and are</p> <p>10 not aware of an actual agreement between</p> <p>11 Town & Country and KNR, are you?</p> <p>12 A. Aside from what I told you about Paul,</p> <p>13 no, I'm not aware.</p> <p>14 Q. You -- you tried to assume there was</p> <p>15 one from what Paul told you, but you don't know if</p> <p>16 there was one, do you?</p> <p>17 MR. PATTAKOS: Objection.</p> <p>18 A. Right. You're -- I don't know if there</p> <p>19 was a written agreement or not.</p> <p>20 Q. Well, you don't know if there was even</p> <p>21 a verbal agreement between KNR and them, do you?</p> <p>22 A. I just relied on what Paul told me, so</p> <p>23 I don't.</p> <p>24 MR. PATTAKOS: Objection.</p> <p>25 Q. Okay.</p> | <p style="text-align: right;">Page 457</p> <p>1 instance where Paul's paralegal made a change to</p> <p>2 an S case, a serious injury case, when -- stating</p> <p>3 when the demand package was submitted. That's</p> <p>4 when it was brought to my knowledge. I don't</p> <p>5 remember the time frame on that.</p> <p>6 Q. Okay. What was the issue on that?</p> <p>7 A. So on weekends, I would call the</p> <p>8 adjusters and leave messages. Sometimes they</p> <p>9 would answer and say, hey, just following up on</p> <p>10 this case, client name, case number, making sure</p> <p>11 you received a demand package that we sent to you.</p> <p>12 Q. Uh-huh.</p> <p>13 A. And sometimes they would call back and</p> <p>14 say, no, we never received a demand package. And</p> <p>15 I would say, well, it was faxed or e-mailed to you</p> <p>16 on this date according to my file when I would</p> <p>17 review it. So I know that when I reviewed the</p> <p>18 demand package that it was usually sent out within</p> <p>19 two days of that to the adjuster, a week at the</p> <p>20 very latest.</p> <p>21 Q. Okay.</p> <p>22 A. So I evaluated this S case, followed up</p> <p>23 30 days -- and once I evaluate it, remember it</p> <p>24 gets sent by the paralegal two to five days after</p> <p>25 that. So then I have a calendar, or I had a</p> |

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| <p style="text-align: right;">Page 458</p> <p>1 reminder system on Needles to tell me to call --</p> <p>2 after 30 days, call this whole list of adjusters</p> <p>3 to follow up on the demand package, make sure it</p> <p>4 got there.</p> <p>5 So multiple times, with Paul's</p> <p>6 paralegal, because she was handling the S cases as</p> <p>7 a paralegal, because other paralegals didn't quite</p> <p>8 have the, quote/unquote, expertise to handle the</p> <p>9 S cases. So the adjuster said, no, I never</p> <p>10 received it. I said, well, it should have been</p> <p>11 sent to you, you know, you should have gotten it</p> <p>12 at the very least three weeks ago.</p> <p>13 And so then I don't know specifically</p> <p>14 the conversations that happened after that between</p> <p>15 inner office, but it turned out that the demand</p> <p>16 package was never actually sent, but then all of a</p> <p>17 sudden a note appeared in the file that a demand</p> <p>18 package was sent premature to when I had followed</p> <p>19 up on it. So the deadline just didn't seem right.</p> <p>20 And that's when Paul told me -- I brought it to</p> <p>21 Paul's attention, because it was his paralegal,</p> <p>22 and he told me that you can modify notes.</p> <p>23 Q. Okay.</p> <p>24 A. So...</p> <p>25 Q. Do you know whether the demand package</p> | <p style="text-align: right;">Page 460</p> <p>1 A. Not off the top of my head.</p> <p>2 Q. Okay. None come to mind at all, do</p> <p>3 they?</p> <p>4 A. No.</p> <p>5 Q. Okay. On -- so with the investigators,</p> <p>6 you weren't aware of all the different things they</p> <p>7 had to do before they got paid, were you?</p> <p>8 A. You know, it's running together what I</p> <p>9 knew when I left -- when I was there versus when I</p> <p>10 left versus what you showed me on day one of the</p> <p>11 deposition of their duties as the investigator.</p> <p>12 So my -- it all blends together at this point.</p> <p>13 Q. What I'm saying is: At the time of</p> <p>14 your employment with KNR, were you aware that the</p> <p>15 investigators had to take those steps to get paid?</p> <p>16 A. The steps that you -- were brought up</p> <p>17 in day one?</p> <p>18 Q. Yes.</p> <p>19 A. The list in the e-mail?</p> <p>20 Q. Yes.</p> <p>21 A. I don't know what I thought at the</p> <p>22 time -- at that time.</p> <p>23 Q. Do you recall if you knew it then or</p> <p>24 didn't know it then?</p> <p>25 A. My knowledge of investigators at --</p> |
| <p style="text-align: right;">Page 459</p> <p>1 was actually sent or whether the insurance claims</p> <p>2 person just claimed it wasn't, do you know?</p> <p>3 A. No. It ended up not being actually</p> <p>4 sent.</p> <p>5 Q. Okay.</p> <p>6 A. And then it was sent -- it was sent</p> <p>7 again by Heather, Paul's paralegal, and then it</p> <p>8 got to the adjuster like in a day's time.</p> <p>9 Q. Okay. It didn't impact the value of</p> <p>10 the settlement?</p> <p>11 A. No, I don't believe so.</p> <p>12 Q. Okay.</p> <p>13 A. I don't know that, but --</p> <p>14 Q. And this was somebody who was trying to</p> <p>15 sort of cover their butt --</p> <p>16 A. Yeah, for sure.</p> <p>17 Q. -- because they made a mistake?</p> <p>18 A. Yep.</p> <p>19 Q. They weren't putting anything in that</p> <p>20 the client said that was inaccurate or anything</p> <p>21 like that?</p> <p>22 A. In that instance, no.</p> <p>23 Q. Okay. Okay. Do you know of any other</p> <p>24 instance where you believe somebody put something</p> <p>25 incorrect in to a Needles notes?</p> | <p style="text-align: right;">Page 461</p> <p>1 when I was there was just basically they would do</p> <p>2 the -- they would -- you would call them, they</p> <p>3 would go sign up the client when you couldn't. Or</p> <p>4 they would call in to you with an intake. So they</p> <p>5 were there just to kind of push papers.</p> <p>6 Q. That was your interaction with them,</p> <p>7 fair?</p> <p>8 A. Correct.</p> <p>9 Q. What they did behind the scenes, you</p> <p>10 don't know, do you?</p> <p>11 A. Well, I know the intake department --</p> <p>12 and you'll see that in the notes like -- well,</p> <p>13 K. Baker that's not -- E. Lovejoy, Ericka Lovejoy,</p> <p>14 she was in the intake department when I was there.</p> <p>15 And they would be in charge of getting the police</p> <p>16 reports from -- when I was there, that was my</p> <p>17 knowledge. And I think even --</p> <p>18 Q. They were the ones who put it into</p> <p>19 Needles?</p> <p>20 A. Yeah. They set the file up. Intake</p> <p>21 had it all set up, so that way as soon as the</p> <p>22 paperwork came through, the -- everything for --</p> <p>23 that the client signed, intake set up the case</p> <p>24 file, sent information to my paralegal at the</p> <p>25 Columbus office, they would set up the hard file</p> |

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| <p style="text-align: right;">Page 462</p> <p>1 and then they get to work on requesting documents, 2 following up on a police report. Like most of the 3 time intake, from what I recall, would get the 4 police report, but then sometimes it was more 5 difficult to get, so then my paralegal would have 6 to hunt it down if it was a smaller police 7 department. 8 Q. You're not saying that investigators in 9 Columbus never obtained the police report, are 10 you? 11 A. I'm not saying never. I won't say all 12 the time or never. 13 Q. Well, some -- do you know how the 14 intake department got the police reports on every 15 case? 16 A. Yes. Because we had a system towards 17 the end where they could just pull it up while we 18 were doing the intake. They would send it over in 19 an e-mail to us. 20 Q. In -- right before you left? 21 A. Yeah, shortly. I -- it was towards the 22 end of my employment, so it -- I don't know 23 what -- 24 Q. So before that, you don't know how the 25 intake obtained the police report every time, do</p> | <p style="text-align: right;">Page 464</p> <p>1 A. It was never an issue that I needed to 2 look into. 3 Q. Well, when they asked what it was for, 4 didn't you want to go back and look at that file 5 and say, well, let's see what they did on this 6 case? 7 A. No, not so much. Because it wasn't -- 8 it was not an issue I looked into. I never 9 thought too much about it. It was -- I addressed 10 it with Paul on those specific instances that I 11 talked about on day one of the deposition where I 12 said, Paul, a client's saying there's a fee on 13 here, I was the one who signed them up, or there 14 was no investigator there, how do we reconcile 15 this with the client? So that's when we explained 16 where the money actually goes. 17 And I liked Wes Steele and I liked his 18 wife, so I didn't want to take money from their 19 pocket either. And if they had an agreement, I 20 figured it was all okay with the way that they 21 were being paid through KNR. I never thought 22 twice about, oh, that's unethical or that's 23 disadvantaging the client. It never crossed my 24 mind that way. I just assumed Wes hustles, he 25 drives from chiro to chiro to go sign up clients</p> |
| <p style="text-align: right;">Page 463</p> <p>1 you? 2 A. I don't -- at this point asking what I 3 knew then, I don't know. 4 Q. I mean, an investigator could have 5 obtained the report and given it to the intake 6 department, true? 7 A. Maybe, but that's typically not how it 8 worked. The investigator was so rushed. We would 9 call the investigator, or Town & Country would 10 call the investigator in Columbus, I don't know 11 how they did it up in Cleveland or Akron. And we 12 would say, hey, can you get out there now? And 13 basically the investigator would say, yeah, I'm 14 finishing up a doctor's appointment. Or, yeah, 15 I'm out at a different chiro, I'll head over there 16 after this. 17 And they -- they just had the documents 18 for them to sign. I think eventually they 19 switched to iPads. I don't know if it was hard 20 copies before that, but it was -- it was so 21 rushed, it wasn't -- it was always rushing around. 22 Q. Did you ever look at one of your files 23 before you talked about the settlement memorandum 24 with the client to determine what the investigator 25 did or didn't do in any case?</p> | <p style="text-align: right;">Page 465</p> <p>1 for us. 2 Q. And you don't know on what files Wes 3 obtained the police report and what files he 4 didn't, do you? 5 A. Correct. 6 Q. You never went and looked at one file 7 to determine that? 8 A. You know what, if he had the police 9 report, it was usually from the chiropractor. 10 Because the chiropractor used it for marketing, so 11 they would have the police report right there. 12 Q. Well, you don't know on those cases 13 where the chiropractor didn't refer the case, 14 where you referred the case, where that police 15 report came from, do you? 16 A. Then we -- he wouldn't usually have it 17 there with him. Because if he had the police 18 report, it was because the chiro used it and said, 19 hey, here's the client, here's the police report 20 we have, because they would -- everybody uses 21 police reports in marketing. 22 So, no, Wes would -- I don't recall any 23 instance where Wes actually said, hey, I had extra 24 time, I'm meeting with your client and I just 25 found this online, the police report. I don't</p> |

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| <p style="text-align: right;">Page 466</p> <p>1 even know if they were easy to find online. As</p> <p>2 quick as we got in contact with clients, I don't</p> <p>3 know that the police reports would have been up in</p> <p>4 time, because that was our issue with some cases.</p> <p>5 Q. So to determine where the police report</p> <p>6 came from on any case, you would have to look at</p> <p>7 that case to see if it came from the chiropractor,</p> <p>8 if it --</p> <p>9 A. Came from the client.</p> <p>10 Q. -- came from the client?</p> <p>11 A. Or our intake department.</p> <p>12 Q. Intake department, or somebody else</p> <p>13 obtaining it?</p> <p>14 A. Right.</p> <p>15 Q. Wes or somebody else, true?</p> <p>16 A. True.</p> <p>17 Q. You never took the time to go look</p> <p>18 through that before going over a settlement</p> <p>19 memorandum with a client, true?</p> <p>20 A. No. It -- cases touched so many hands</p> <p>21 before it actually got to me, that I just -- if I</p> <p>22 needed it, I just sent an e-mail to my paralegal</p> <p>23 saying, hey, can you track down the police report?</p> <p>24 Q. Okay. And by tracking it down, that</p> <p>25 could mean we already have it at KNR, I just want</p> | <p style="text-align: right;">Page 468</p> <p>1 Q. Could they scan it with their iPad</p> <p>2 and --</p> <p>3 A. That's --</p> <p>4 Q. -- send it over?</p> <p>5 A. That's the alarm for 5:30, just so you</p> <p>6 guys are aware. We've got 30 minutes.</p> <p>7 Q. Okay. And when you had photographs in</p> <p>8 a file, did you do anything to determine whether</p> <p>9 the paralegal took them, the investigator took</p> <p>10 them or who took them?</p> <p>11 A. Typically photographs weren't used</p> <p>12 unless they were property damage, and we would get</p> <p>13 those from the auto insurance company. S cases</p> <p>14 where I would go sign up, we -- you never sent an</p> <p>15 investigator on an S case ever, because they were</p> <p>16 higher value. Those are the cases where we would</p> <p>17 take the pictures ourselves and then send them</p> <p>18 back to the intake department through e-mail and</p> <p>19 then they would get to the file.</p> <p>20 Q. When you didn't take the pictures</p> <p>21 yourself, but there were pictures in the file of</p> <p>22 injuries --</p> <p>23 A. Uh-huh.</p> <p>24 Q. -- you don't know where those pictures</p> <p>25 came from, do you?</p> |
| <p style="text-align: right;">Page 467</p> <p>1 to see a copy of it?</p> <p>2 A. If it wasn't saved to the -- the</p> <p>3 client's file in the -- I think it was the C</p> <p>4 drive, then it means we didn't have it.</p> <p>5 Q. Okay.</p> <p>6 A. So it meant -- when I said track it</p> <p>7 down, it meant that it's not anywhere in our</p> <p>8 system, that you've got to contact the police</p> <p>9 department.</p> <p>10 Q. Okay. And the investigators did not</p> <p>11 document in Needles, fair?</p> <p>12 A. No, they did not.</p> <p>13 Q. So if the investigator would have</p> <p>14 obtained the police report and given it to the</p> <p>15 paralegal to put in Needles, according to Needles,</p> <p>16 it would just look like the paralegal put it in</p> <p>17 there, fair?</p> <p>18 A. Well, so you're saying -- you're asking</p> <p>19 me if the investigator gave it to the paralegal?</p> <p>20 Q. Yeah.</p> <p>21 A. There would have never been an</p> <p>22 interaction where they would have -- the</p> <p>23 investigators didn't come into the office too</p> <p>24 often. It -- yeah, I don't know -- I don't think</p> <p>25 that that would have happened.</p> | <p style="text-align: right;">Page 469</p> <p>1 A. Not always.</p> <p>2 Q. And, in fact, I think what you said in</p> <p>3 the first deposition was the investigators would</p> <p>4 sometimes take pictures of bruises to placate the</p> <p>5 clients?</p> <p>6 A. Yeah. Sometimes clients would say,</p> <p>7 look at this bruise I've got or, yeah, they</p> <p>8 would -- soft tissue injuries, a lot of cases our</p> <p>9 clients kind of -- well, emphasized their</p> <p>10 injuries. And so if they were doing that on the</p> <p>11 intake call, I would say, okay, well, just give</p> <p>12 your pictures to the investigator and we'll make</p> <p>13 sure the insurance company gets them. And then</p> <p>14 usually we don't, because they were -- on soft</p> <p>15 tissue cases, meaning non S cases, meaning I</p> <p>16 wasn't there, I'm only there for the S cases,</p> <p>17 well, typically, then we would get the -- we</p> <p>18 wouldn't send the pictures over to the adjuster,</p> <p>19 because it would usually devalue the case, because</p> <p>20 it would make the injuries seem not quite as big</p> <p>21 as what we made them -- what they looked like</p> <p>22 through the medical records.</p> <p>23 Q. And certainly that's not a decision you</p> <p>24 want the investigator to make, is it? That's a</p> <p>25 lawyer decision whether to send them on?</p> |

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| <p style="text-align: right;">Page 470</p> <p>1 A. Yeah, we would tell the client on the 2 phone, hey, make sure that you get pictures and 3 send them to us or have the investigator take 4 them, if the investigator could take them with 5 their phone. Wes could sometimes, but I don't 6 think our other two investigators could do 7 pictures. 8 Q. My point is: You didn't tell the 9 investigators to exercise independent judgment and 10 say, no, I'm not taking pictures of those 11 injuries? 12 A. Right. 13 Q. I mean, if the client wanted them to 14 take a picture of an injury, you wanted the 15 investigator to do it, right? 16 A. Oh, sure, absolutely. 17 Q. Because it was for you to make the 18 decision whether to send it on to the insurance 19 company, not the investigator? 20 A. True. 21 Q. Okay. And sometimes those photographs 22 did help? 23 A. No. We wouldn't send them in our 24 demand. Our demand packages were really bare 25 compared to other firms I had worked at before.</p> | <p style="text-align: right;">Page 472</p> <p>1 back and forth between different -- one thing, 2 different screens, but, two, go back and forth 3 through different like search areas. 4 Q. How long would it take you to go over 5 and look to see if there were photographs? 6 A. Okay. I'll explain it to you so you 7 understand better. I was settling a lot of cases 8 each month, so that's a lot of phone calls per 9 day. 10 Q. That's not what I asked. 11 A. Right. But I'm trying to create the 12 picture. 13 Q. Please answer the question. 14 A. I'll get to it. I'm talking still. I 15 let you talk and then -- 16 Q. Remember the rules, though, is you have 17 to answer the question. 18 A. You just cut me off. 19 Q. Because you're not answering the 20 question. We're on a limited time frame. 21 A. We can delay this even longer. 22 Q. We're on a limited time frame. 23 A. The more we banter back and forth, it 24 cuts into the time that I gave you for today. 25 You've got --</p> |
| <p style="text-align: right;">Page 471</p> <p>1 Q. Did somebody prevent you from sending 2 pictures in? 3 A. Just the volume of it. Some -- like 4 the S cases, I would make sure that I took the 5 time to put through it. 6 Q. But let me go back. I mean, did 7 somebody tell you not to send pictures in? 8 A. No, no one told us not to. 9 Q. If you thought a picture would help, 10 wouldn't you send it in? 11 A. Yeah, absolutely. 12 Q. And some of the pictures that Wes took 13 would help? 14 A. I can't say that. Usual -- with the 15 volume of cases that we handled, usually I only 16 focused on sending pictures on the S cases. It 17 was never a priority to just go through -- I tried 18 to rely on everything I had in the Needles case 19 file instead of going to the C drive, if I'm 20 referring to that correctly. It's the drive on 21 the computer that we're -- the -- everything would 22 be saved, like the pictures. I would use it for 23 the police report, just to make sure liability was 24 clear. But then it was just too much -- with the 25 fast pace we were going, it was too much to hop</p> | <p style="text-align: right;">Page 473</p> <p>1 Q. You're not answering the question cuts 2 into it. 3 MR. PATTAKOS: She's answering the 4 question. 5 A. I'm trying to. 6 Q. The question -- 7 MR. PATTAKOS: She is answering the 8 question. 9 Q. The question was -- 10 MR. PATTAKOS: She's providing the 11 context. 12 Q. -- how long does it take to switch over 13 and find that photograph? That's all I wanted to 14 know. 15 A. After you close out of 10 different 16 screens and then try to pick up where you're at, 17 it's not worth the time when you're trying to meet 18 a quota to bring in a hundred grand each month. 19 Q. You still didn't answer my question. 20 How much time -- 21 A. Not enough. 22 Q. -- would it take to go look at the 23 photograph? 24 A. I -- I don't know. I couldn't tell 25 you.</p> |

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| <p style="text-align: right;">Page 474</p> <p>1 Q. A minute?</p> <p>2 A. I couldn't tell you. It depends on how</p> <p>3 fast the server was running. I don't --</p> <p>4 Q. You don't have any estimate?</p> <p>5 A. I have zero estimate. I would be lying</p> <p>6 if I told you a number. I would be pulling it out</p> <p>7 of thin air.</p> <p>8 Q. All you know is you didn't take the</p> <p>9 time to do it on the small cases?</p> <p>10 A. Most of the time I don't recall. I</p> <p>11 don't recall if I did or not. I would say no, I</p> <p>12 spent more time on the S cases that I had.</p> <p>13 Q. Okay. But, again, that wasn't the</p> <p>14 question.</p> <p>15 Are you saying that you didn't do it on</p> <p>16 the small cases? You can't recall? You usually</p> <p>17 didn't? I mean, what's your testimony here?</p> <p>18 A. I don't -- I don't know if I did on the</p> <p>19 small cases.</p> <p>20 Q. You may have on some, you may not have</p> <p>21 on some?</p> <p>22 A. Correct. That's a fair statement.</p> <p>23 Q. And some of the photos might have</p> <p>24 helped, but you didn't take the time to look? And</p> <p>25 some of them might not have helped?</p> | <p style="text-align: right;">Page 476</p> <p>1 the investigators reviewed police reports on and</p> <p>2 not, do you?</p> <p>3 A. It wasn't up to them to review it. It</p> <p>4 was up to the attorneys to review it.</p> <p>5 Q. Well, are you aware that actually each</p> <p>6 investigator was required to review the police</p> <p>7 report in every case?</p> <p>8 A. No, I was not aware of that.</p> <p>9 Q. Okay. Because you weren't aware of how</p> <p>10 everything worked behind the scenes, were you?</p> <p>11 A. Well, there wasn't always a police</p> <p>12 report either.</p> <p>13 Q. Well, when there was a police report,</p> <p>14 ma'am?</p> <p>15 A. I -- and I told you I'm not aware of</p> <p>16 that.</p> <p>17 Q. Okay. You don't know how it worked</p> <p>18 behind the scenes, do you?</p> <p>19 A. I don't.</p> <p>20 Q. Okay. So, I mean, I -- I want to give</p> <p>21 you a chance to change this, I guess. I mean, did</p> <p>22 you really testify that you intentionally misled</p> <p>23 clients when you went over the settlement</p> <p>24 memorandum?</p> <p>25 MR. PATTAKOS: Objection. Stop</p> |
| <p style="text-align: right;">Page 475</p> <p>1 A. Maybe.</p> <p>2 Q. Okay. That was certainly your decision</p> <p>3 not to go look for those?</p> <p>4 A. True.</p> <p>5 Q. And you do agree that if a photograph</p> <p>6 documents an injury and you think it can help</p> <p>7 increase the value, that has a benefit to the</p> <p>8 client?</p> <p>9 A. Right. That -- yeah, the value -- or</p> <p>10 if the -- if the picture documents an injury and</p> <p>11 not just a little bruise, then, yeah, it could</p> <p>12 bring value to the case.</p> <p>13 Q. Which is beneficial to the client?</p> <p>14 A. True.</p> <p>15 Q. And if, in fact, an investigator</p> <p>16 reviews a police report and obtains valuable</p> <p>17 information that helps you in the case, that could</p> <p>18 be beneficial to the client as well?</p> <p>19 A. A police report can be beneficial</p> <p>20 absolutely.</p> <p>21 Q. Review of a --</p> <p>22 A. Whether --</p> <p>23 Q. -- police report can be, true?</p> <p>24 A. True.</p> <p>25 Q. Okay. And you don't know which cases</p> | <p style="text-align: right;">Page 477</p> <p>1 threatening the witness.</p> <p>2 MR. MANNION: I'm not threatening the</p> <p>3 witness.</p> <p>4 A. Yeah, what was the context of that? I</p> <p>5 don't know that I recall that.</p> <p>6 Q. Okay. Oh, by the way, did you ever</p> <p>7 forge a client's signature on any documents?</p> <p>8 A. Oh, no.</p> <p>9 Q. Not on a release?</p> <p>10 A. No. Why would -- we did --</p> <p>11 Q. After the settlement?</p> <p>12 A. We did power of attorneys, and so the</p> <p>13 only time we would sign a client's name on a</p> <p>14 release or a settlement memo -- well, not even</p> <p>15 settlement memos, was if we had a power of</p> <p>16 attorney signed by them. And they had to get that</p> <p>17 notarized. But that was standard, all attorneys</p> <p>18 sent those out.</p> <p>19 Q. Question: Well, you just said I BS'd,</p> <p>20 that means you made stuff up. You knew you were</p> <p>21 making stuff up, right?</p> <p>22 Answer: Yeah, at the time, you're</p> <p>23 right. I did. I intentionally misled them as to</p> <p>24 what those investigator fees were.</p> <p>25 A. And that was for the settlement memo --</p> |

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| <p style="text-align: right;">Page 478</p> <p>1 is that --</p> <p>2 Q. Yes.</p> <p>3 A. Reading around that, was that when I</p> <p>4 talked to Paul about the settlement --</p> <p>5 Q. This is --</p> <p>6 A. -- memorandum --</p> <p>7 Q. -- about your --</p> <p>8 A. -- with the investigator fees?</p> <p>9 Q. It's about your communications with the</p> <p>10 clients when you went over settlement memorandums.</p> <p>11 A. I see. Yeah, that was the instance</p> <p>12 where remember I was disbursing a case, I don't --</p> <p>13 do you know what disbursing a case is? Called the</p> <p>14 client in to settle, signed the paperwork and take</p> <p>15 their check. And that's when the investigator</p> <p>16 fees came up where they asked, what is that for?</p> <p>17 And I said, well, that's the investigator that</p> <p>18 came out to sign you up. And they said, well, no,</p> <p>19 there was no investigator or no one was there.</p> <p>20 And that's when I went into Paul and</p> <p>21 said, Paul, what is this charge? I don't know how</p> <p>22 to tell the client. And so then at that point,</p> <p>23 Paul's like, well, tell them it's for getting the</p> <p>24 police report, tracking down the at-fault party,</p> <p>25 setting up insurance, making sure that there's</p> | <p style="text-align: right;">Page 480</p> <p>1 MR. MANNION: Stop it. Stop it.</p> <p>2 Q. What was the --</p> <p>3 MR. PATTAKOS: No, I'm objecting to you</p> <p>4 misrepresenting --</p> <p>5 Q. -- investigator fee for?</p> <p>6 MR. PATTAKOS: -- the testimony?</p> <p>7 Q. What was the investigator fee for?</p> <p>8 A. From what I'm aware is it was just for</p> <p>9 someone to be there to have the client sign the</p> <p>10 paperwork.</p> <p>11 Q. Okay. Where are you aware of that</p> <p>12 from? That was after you left KNR you became</p> <p>13 aware of that?</p> <p>14 A. Slowly -- I don't -- you know, I don't</p> <p>15 know the exact timeline, because a lot started to</p> <p>16 come to light in the early part of January of</p> <p>17 2015.</p> <p>18 Q. Well --</p> <p>19 A. And that's when things just started to</p> <p>20 make sense. Because remember, I was a new</p> <p>21 attorney and it was just -- everything was thrown</p> <p>22 at me at once. So by January of 2015, a few</p> <p>23 months before I was fired, that's when stuff</p> <p>24 started to come to light and kind of started to</p> <p>25 click and make sense and I just started processing</p> |
| <p style="text-align: right;">Page 479</p> <p>1 insurance coverage. So I went back to the client</p> <p>2 and told them all that. Knowing now that's not</p> <p>3 the complete truth.</p> <p>4 Q. Well, this says, I intentionally misled</p> <p>5 them. Did you know it wasn't the truth at the</p> <p>6 time?</p> <p>7 A. Not at the time there. Remember, this</p> <p>8 is -- this all came about later on.</p> <p>9 Q. Well, I -- it's -- you can't do</p> <p>10 something intentionally if you don't know it,</p> <p>11 right?</p> <p>12 A. Then my words were probably misspoken</p> <p>13 when I said --</p> <p>14 Q. Okay.</p> <p>15 A. -- misled them at the time. However it</p> <p>16 came to my knowledge afterwards that that wasn't</p> <p>17 right; that we weren't supposed -- that that's not</p> <p>18 what the investigator fee was for.</p> <p>19 Q. Okay.</p> <p>20 MR. PATTAKOS: Tom, I think --</p> <p>21 Q. What was the investigator --</p> <p>22 MR. PATTAKOS: You're misrepresenting</p> <p>23 the testimony.</p> <p>24 Q. -- fee for?</p> <p>25 MR. PATTAKOS: I'm going to object.</p> | <p style="text-align: right;">Page 481</p> <p>1 the whole -- everything that was going on there at</p> <p>2 KNR.</p> <p>3 Q. Well, you continued to do disbursements</p> <p>4 of settlement money after January 15th, right?</p> <p>5 A. Not for very long. Remember, I was let</p> <p>6 go in March.</p> <p>7 Q. You did, right?</p> <p>8 A. Right.</p> <p>9 Q. For several months, right?</p> <p>10 A. Right.</p> <p>11 Q. Okay. And so during those times, you</p> <p>12 either thought in your mind that it was only for a</p> <p>13 sign up and you were intentionally misleading</p> <p>14 them, or you didn't know yet. Do you know which</p> <p>15 one it was?</p> <p>16 A. Well, I can tell you I usually comp the</p> <p>17 client somewhere. If you saw that \$50 difference</p> <p>18 between the KNR fee, I would take a hit to our fee</p> <p>19 for the \$50 investigator fee so that the client</p> <p>20 didn't have to. So it beefed up their settlement</p> <p>21 offer and we took the hit --</p> <p>22 Q. Okay.</p> <p>23 A. -- for the investigator fee.</p> <p>24 So when I could, I would -- if I knew</p> <p>25 that there was some issue with the investigator</p> |

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| <p style="text-align: right;">Page 482</p> <p>1 actually whether they were being there or not, I 2 would find ways to take it out of our settlement 3 rather than impose it on the client. And it was 4 50 bucks here and there, 150 sometimes. 5 Q. Where -- so tell me exactly how and 6 when you became aware of what you allege the 7 investigator fee was about? 8 A. Yeah, I think I just answered that. 9 I'm not for sure. I don't -- during my time frame 10 there. I don't know dates. 11 Q. It could have been after this -- after 12 you left there that you found this awareness out, 13 true? 14 A. I don't know. Yeah, maybe. It's -- 15 it's hard for me to -- you're asking questions 16 about what was my state of mind during my 17 employment, after my employment, and now, and 18 after one day of deposition, so I don't -- I can't 19 differentiate between my states of mind at each of 20 them. 21 Q. Who told you what the purpose of the 22 fee was? 23 A. Paul Steele told me that -- relating to 24 that specific disbursement with that one client 25 that the fee was for police reports, all that,</p> | <p style="text-align: right;">Page 484</p> <p>1 A. I'm not sure. 2 Q. And did you ever go back to any one 3 file you had and try to look at what the 4 investigator did before charging the client? I 5 think you already answered that no, but I wanted 6 to make sure. 7 A. Yeah, no, you're right. I did answer 8 that and the answer was no. 9 Q. And so what is the basis for you -- 10 well, I'm going to strike that. 11 Are you saying that the only purpose 12 for the fee was to get the client to sign up? 13 A. That was all my experience was with the 14 investigator. That's what my value in the 15 investigator was. 16 Q. I'm lost on what you mean. 17 A. Yeah, to sign them up. They -- they 18 were an extension of me to be able to sign up the 19 client, make sure the paperwork got completed. 20 Q. Okay. But when did you determine that 21 that was what the fee was for only for a sign up? 22 A. I don't know. I don't know. 23 Q. How did you determine that? 24 A. I have no idea. 25 Q. From whom?</p> |
| <p style="text-align: right;">Page 483</p> <p>1 everything that I could substantiate with the 2 client, but -- 3 Q. But you're saying you found out 4 something different after that conversation? 5 A. Throughout my time there, it -- we -- 6 like I said, as I spent more time there, new 7 processes came about where intake would get the 8 police report from new systems that were added or 9 our paralegals would get it. So I started to 10 realize, okay, these investigators aren't doing 11 all this stuff that we're holding them out to do. 12 Q. So you're saying they used to do that 13 and at some point they stopped doing it, but the 14 fee kept staying on there? 15 A. I don't know. I don't know if they 16 used to do it in the beginning. I don't -- but, 17 yeah, the fee stayed on. The fee was consistent 18 all across the board. 19 Q. Do you know whether Paul was lying to 20 you at the time or not? 21 A. Oh, I don't know. 22 Q. So that's what they might have been 23 doing at that time and then it changed? 24 A. Maybe. 25 Q. You're not sure?</p> | <p style="text-align: right;">Page 485</p> <p>1 A. I don't know. 2 Q. Okay. And if, in fact, the 3 investigators were doing other things like 4 reviewing the police report and taking photographs 5 -- and if the investigators were doing other 6 things like obtaining photographs of injuries, of 7 obtaining any types of records, of obtaining the 8 police report, reviewing the police report, those 9 would be things in addition to signing them up, 10 true? 11 A. Sorry, he came in when you were 12 starting your sentence. 13 Q. Okay. I thought I was restarted after 14 that, but I'll start again. 15 A. You're asking that those are the -- 16 well, I'll let you rephrase it. 17 Q. If an investigator on a case obtained 18 pictures of an injury, that would be something in 19 addition to a sign up, true? 20 A. Yeah, that was -- yeah, that was not 21 normal with sign ups, from what I recall. 22 Q. Not my question. 23 That's an additional task, true? 24 A. I would agree to that. 25 Q. It has additional value, true?</p> |

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| <p style="text-align: right;">Page 486</p> <p>1 A. In some cases, yes.</p> <p>2 Q. Okay. And it's not for the</p> <p>3 investigator to determine if it has value. That's</p> <p>4 for you as a lawyer to determine?</p> <p>5 A. True.</p> <p>6 Q. But you want the information so you can</p> <p>7 evaluate it?</p> <p>8 A. True.</p> <p>9 Q. And if the investigator reviewed the</p> <p>10 police report, that's something in addition to</p> <p>11 obtaining a signature on a contingency fee</p> <p>12 agreement?</p> <p>13 A. Right. Yeah. If they obtain the</p> <p>14 police report.</p> <p>15 Q. If they reviewed it, it's something</p> <p>16 different, too, right?</p> <p>17 A. Right.</p> <p>18 Q. And if they obtained it, it's something</p> <p>19 different than just getting their signature?</p> <p>20 A. True.</p> <p>21 Q. Have you looked at any single case</p> <p>22 since you left there to say, hey, I know that on</p> <p>23 this case the investigator did absolutely nothing?</p> <p>24 A. Say -- have I --</p> <p>25 Q. Sure.</p> | <p style="text-align: right;">Page 488</p> <p>1 Q. They took your calls, though?</p> <p>2 A. Right. Right.</p> <p>3 Q. Okay. And whether they would have</p> <p>4 remembered that particular case or not, they could</p> <p>5 have went back to either their notes or the file</p> <p>6 and tried to find out what they did, true?</p> <p>7 A. Maybe. I don't know what their</p> <p>8 recordkeeping was like.</p> <p>9 Q. Okay. And you certainly don't know how</p> <p>10 it worked with the investigators in any of the</p> <p>11 other offices other than Columbus, true?</p> <p>12 A. That is true.</p> <p>13 Q. Okay. And so I think what you've told</p> <p>14 me now, and I just want to make sure, is that the</p> <p>15 words you used the first time when you said,</p> <p>16 "intentionally misled" is more in retrospect, it</p> <p>17 wasn't at the time?</p> <p>18 MR. PATTAKOS: Objection.</p> <p>19 A. Right. At the time I didn't realize</p> <p>20 that it was misleading, but, right, looking back.</p> <p>21 Q. Okay. And the reason you think it's</p> <p>22 misleading is because of your understanding that</p> <p>23 the fee is only for a sign up, true?</p> <p>24 A. True.</p> <p>25 Q. If, in fact, they were doing additional</p> |
| <p style="text-align: right;">Page 487</p> <p>1 A. -- looked at any specific case?</p> <p>2 Q. Let me strike that.</p> <p>3 Have you ever gone and talked to Wes</p> <p>4 Steele or any of the investigators in Columbus and</p> <p>5 said, hey, what did you do on this case?</p> <p>6 A. No.</p> <p>7 Q. Ever?</p> <p>8 A. Never.</p> <p>9 Q. Okay. So never once before you talked</p> <p>10 with the client about a settlement memorandum did</p> <p>11 you try to verify with the investigator what they</p> <p>12 did or didn't do, fair?</p> <p>13 A. True.</p> <p>14 Q. Okay. And if anybody was going to do</p> <p>15 that at KNR when it was your client, it would be</p> <p>16 you, fair?</p> <p>17 A. True.</p> <p>18 Q. And you certainly could have called any</p> <p>19 of those investigators and asked them, right?</p> <p>20 A. I could.</p> <p>21 Q. I mean, Wes took your calls, didn't he?</p> <p>22 A. He did.</p> <p>23 Q. Who else did you use?</p> <p>24 A. Paul Hildebrand and I don't remember</p> <p>25 the third one.</p> | <p style="text-align: right;">Page 489</p> <p>1 activities, then that would have to change how you</p> <p>2 look at it, wouldn't it?</p> <p>3 A. True.</p> <p>4 Q. Okay. And you just don't know one way</p> <p>5 or another for sure on this, do you, per file?</p> <p>6 MR. PATTAKOS: Objection.</p> <p>7 A. Well, not per file, no.</p> <p>8 Q. Okay. Did you ever talk with anybody</p> <p>9 from the NICB?</p> <p>10 A. I don't -- I don't believe. What is</p> <p>11 NICB?</p> <p>12 Q. National, is it Institute or Insurance,</p> <p>13 Crime Bureau?</p> <p>14 A. I don't think so.</p> <p>15 Q. Okay. What the heck does that say?</p> <p>16 I just want to -- we can get rid of</p> <p>17 that line of questioning. Just a second.</p> <p>18 Okay. I'll turn it over to you. Thank</p> <p>19 you.</p> <p>20 - - - - -</p> <p>21 CROSS-EXAMINATION</p> <p>22 BY MR. BARMEN:</p> <p>23 Q. All right. Ms. Lantz, I just have a</p> <p>24 few follow ups. I'm going to try to move it</p> <p>25 along. I'm Brad Barmen. I represent</p> |

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| <p style="text-align: right;">Page 490</p> <p>1 Dr. Ghoubrial.</p> <p>2 Did you read your transcript from</p> <p>3 Thursday, March 28th --</p> <p>4 A. No.</p> <p>5 Q. -- before you came in today?</p> <p>6 A. I didn't know that it had been</p> <p>7 requested or received.</p> <p>8 Q. Okay. Since the end of that</p> <p>9 deposition, the beginning of this one, have you</p> <p>10 spoken to Mr. Pattakos about your testimony?</p> <p>11 A. Oh, we talked.</p> <p>12 Q. When did you talk?</p> <p>13 A. About the dates, oh, gosh, today's</p> <p>14 Wednesday, so when we were all coordinating dates,</p> <p>15 because I was on the road when you guys had</p> <p>16 e-mailed, so I called him and asked him if -- if</p> <p>17 it would -- he was available for longer on</p> <p>18 Wednesday as opposed to -- meaning this Wednesday</p> <p>19 as opposed to going to the two other dates that</p> <p>20 you guys proposed, the 16th and the 17th.</p> <p>21 Q. Did you discuss anything --</p> <p>22 A. Oh, I'm sorry.</p> <p>23 Q. -- substantive relative to your</p> <p>24 testimony --</p> <p>25 A. No.</p> | <p style="text-align: right;">Page 492</p> <p>1 actually never intended to do so, true?</p> <p>2 A. No, not at the time. It -- it would</p> <p>3 depend on the value of the pictures versus the</p> <p>4 medical records. So it would take evaluating the</p> <p>5 medical records. If the medical records said that</p> <p>6 there's injuries, then we would corroborate with</p> <p>7 the pictures from the client.</p> <p>8 Q. You stand by your testimony from</p> <p>9 March 28th, 2019, you testified truthfully?</p> <p>10 A. I would say so.</p> <p>11 Q. You mentioned at one point that Paul</p> <p>12 Steele was trying to build relationships with</p> <p>13 chiropractors in Columbus other than</p> <p>14 Town & Country, true?</p> <p>15 A. True.</p> <p>16 Q. And you built a relationship with</p> <p>17 Dr. Buzz?</p> <p>18 A. For a short period, yes.</p> <p>19 Q. Okay.</p> <p>20 A. A business relationship. We're</p> <p>21 still -- we still stay in contact.</p> <p>22 Q. Okay. But the business relationship</p> <p>23 with Dr. Buzz started because you had already</p> <p>24 formed a personal relationship, right?</p> <p>25 A. True.</p> |
| <p style="text-align: right;">Page 491</p> <p>1 Q. -- and issues in this case with him?</p> <p>2 A. No, because there wasn't any time to.</p> <p>3 Q. Okay.</p> <p>4 A. Not that I recall.</p> <p>5 Q. So the issue that Mr. Mannion was just</p> <p>6 asking you about your prior testimony about</p> <p>7 intentionally misleading, you didn't have that</p> <p>8 conversation --</p> <p>9 A. Oh, no.</p> <p>10 Q. -- with Mr. Pattakos?</p> <p>11 A. No. Absolutely not.</p> <p>12 Q. Okay. I think you testified earlier</p> <p>13 that you would tell some clients, excuse me, give</p> <p>14 me your pictures, we'll take your pictures and</p> <p>15 I'll give them to the insurance adjuster, right?</p> <p>16 A. Sometimes, yeah. That we said that</p> <p>17 with all information, like send it to our office</p> <p>18 for us to review and we'll send what we need to to</p> <p>19 the adjuster.</p> <p>20 Q. Well, I wrote it down. You testified</p> <p>21 that you would tell the clients to give them your</p> <p>22 pictures and that you would give them to the</p> <p>23 adjuster, right?</p> <p>24 A. In so many words or less, yeah.</p> <p>25 Q. But when you told them that, you</p> | <p style="text-align: right;">Page 493</p> <p>1 Q. You said you were friends with his</p> <p>2 wife?</p> <p>3 A. Right.</p> <p>4 Q. And your husband became friends with</p> <p>5 him?</p> <p>6 A. True.</p> <p>7 Q. And you're still good friends, right?</p> <p>8 A. True.</p> <p>9 Q. And that's how the referral</p> <p>10 relationship started because of the friendship?</p> <p>11 A. True.</p> <p>12 Q. Because you knew him personally, you</p> <p>13 thought he was a good guy?</p> <p>14 A. True.</p> <p>15 Q. Nothing wrong with building a</p> <p>16 relationship on a friendship, is there?</p> <p>17 A. Right.</p> <p>18 Q. Because you knew him and you trusted</p> <p>19 him, true?</p> <p>20 A. Right.</p> <p>21 Q. Okay. You mentioned in your testimony</p> <p>22 back last week that it was your understanding that</p> <p>23 Mr. Nestico was friends with Naz at</p> <p>24 Town & Country, right?</p> <p>25 A. I don't know. It was a tumultuous</p> |

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Pages 494-497

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|--|---|
| <p style="text-align: right;">Page 494</p> <p>1 relationship. It was up and down. It seemed --</p> <p>2 during my time there, my perception of their,</p> <p>3 quote/unquote, friendship was that they did what</p> <p>4 they had to do to keep Naz happy. And it was --</p> <p>5 yeah, it was between Nestico and Paul of keeping</p> <p>6 her happy.</p> <p>7 Q. Okay. And you testified that it was</p> <p>8 your understanding that Mr. Nestico was friends</p> <p>9 with Dr. Ghoubrial?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Again, nothing wrong with doing</p> <p>12 business with friends, right?</p> <p>13 A. Right.</p> <p>14 Q. Okay. You testified that -- when we</p> <p>15 were looking at some of the medical records, you</p> <p>16 stated that Advantage Diagnostic, the imaging</p> <p>17 facility, would not take insurance from your</p> <p>18 clients, right?</p> <p>19 A. From us, no. But they do take medical</p> <p>20 insurance.</p> <p>21 Q. But they wouldn't take it from the</p> <p>22 motor vehicle clients, true?</p> <p>23 A. Well, I don't know if their rules were</p> <p>24 not for motorcycle clients, because I don't know</p> <p>25 what they took outside of the cases that we had</p> | <p style="text-align: right;">Page 496</p> <p>1 think -- I went there once to meet with</p> <p>2 Christine Van Deusen, who was our point of contact</p> <p>3 to reduce the bills, just to keep a good</p> <p>4 relationship, because I could e-mail her directly</p> <p>5 to get bill reductions. And they had a sign up</p> <p>6 that said, with insurance this is the price of the</p> <p>7 MRIs. If you do no insurance or private pay, this</p> <p>8 is the price. So they do take health insurance.</p> <p>9 And that's -- I became made aware to me, but</p> <p>10 our -- the policy with our office was that if a</p> <p>11 case was coming from our office, we do an IOP.</p> <p>12 And I don't know who set -- I don't know where</p> <p>13 that came from. It's just orders that I followed.</p> <p>14 Q. Well, you said policy in your office,</p> <p>15 the KNR office. Do you know if that was a KNR</p> <p>16 policy or if that was Advanced Diagnostics'</p> <p>17 policy?</p> <p>18 A. I don't know.</p> <p>19 Q. You don't know, right?</p> <p>20 A. I don't know.</p> <p>21 Q. You talked today and last week about</p> <p>22 the med-mal case that got referred out?</p> <p>23 A. Yeah.</p> <p>24 Q. Do you know if a case was ever filed</p> <p>25 against Dr. Ghoubrial?</p> |
| <p style="text-align: right;">Page 495</p> <p>1 with them. Obviously all of our clients were</p> <p>2 motor vehicle clients. And I knew that we had to</p> <p>3 do letter of protection. They wouldn't bill</p> <p>4 insurance.</p> <p>5 Q. You don't know how they treated other</p> <p>6 patients, do you?</p> <p>7 A. I don't.</p> <p>8 Q. Okay. What you know is they wouldn't</p> <p>9 accept insurance from your clients, who were</p> <p>10 victims of motor vehicle accidents, true?</p> <p>11 A. True.</p> <p>12 Q. Okay. And that's not unusual among the</p> <p>13 medical community, is it? Not to accept insurance</p> <p>14 from a motor vehicle client when another party is</p> <p>15 at fault for the accident?</p> <p>16 MR. PATTAKOS: Objection.</p> <p>17 A. I don't know that.</p> <p>18 Q. Huh?</p> <p>19 A. I don't know that.</p> <p>20 Q. You don't know that?</p> <p>21 A. No.</p> <p>22 Q. Okay. Did you think it was in any way</p> <p>23 improper that Advantage Diagnostic wouldn't accept</p> <p>24 insurance in those cases?</p> <p>25 A. Yes, because I did find out through I</p> | <p style="text-align: right;">Page 497</p> <p>1 A. I don't. I think that was towards the</p> <p>2 end of my time there, so I don't know whatever</p> <p>3 became of it.</p> <p>4 Q. Okay. You don't know if there was ever</p> <p>5 a case filed, true?</p> <p>6 A. That's true.</p> <p>7 Q. You're aware some of your clients, when</p> <p>8 they eventually got to Dr. Ghoubrial through</p> <p>9 Town & Country, refused injections?</p> <p>10 A. Yeah, I do recall.</p> <p>11 Q. Okay. So not every client that went to</p> <p>12 Dr. Ghoubrial got an injection, fair?</p> <p>13 A. That's true.</p> <p>14 Q. When you as the lawyer referred a</p> <p>15 client to Town & Country, it's noted in Needles</p> <p>16 that they were referred to Town & Country, true?</p> <p>17 Or should have been?</p> <p>18 A. Right. Yep.</p> <p>19 Q. Going back to this issue of the</p> <p>20 relationships that you were trying to build and</p> <p>21 built with Dr. Buzz and Paul was trying to build</p> <p>22 with other facilities -- with other chiropractors.</p> <p>23 It would make sense in those situations to go</p> <p>24 visit those people and build a relationship,</p> <p>25 because that would help not only treat your</p> |

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|---|--|
| <p style="text-align: right;">Page 498</p> <p>1 clients, right?</p> <p>2 A. True.</p> <p>3 Q. It would also make it easier to reduce</p> <p>4 bills on the back end if you had a relationship</p> <p>5 with those people --</p> <p>6 A. True.</p> <p>7 Q. -- do you agree with that?</p> <p>8 A. I do.</p> <p>9 Q. Can you say as you sit here -- well,</p> <p>10 strike that.</p> <p>11 You testified that patients complaining</p> <p>12 about Dr. Ghoubis and the injections --</p> <p>13 Dr. Ghoubrial, excuse me, and the injections</p> <p>14 became commonplace? I think your testimony was</p> <p>15 something that to that effect?</p> <p>16 A. Yeah, I recall it happening more often</p> <p>17 than not.</p> <p>18 Q. As you sit here today, can you say you</p> <p>19 ever noted that in Needles on any single case a</p> <p>20 single time?</p> <p>21 A. I don't know. I don't know if I did or</p> <p>22 did not.</p> <p>23 Q. Well, certainly the first time you</p> <p>24 heard such a complaint, it wasn't the norm, right?</p> <p>25 A. Right. It was -- yeah, it was -- I --</p> | <p style="text-align: right;">Page 500</p> <p>1 cases typically, doing the bare minimum?</p> <p>2 A. No -- well, to KNR's policy, yeah,</p> <p>3 whatever I had to do to make sure I stayed</p> <p>4 employed there. But, no, for clients, no. I have</p> <p>5 empathy and any boss after KNR will tell you that</p> <p>6 I've got a big heart.</p> <p>7 MR. BARMEN: Okay. I don't have</p> <p>8 anything else for you.</p> <p>9 THE WITNESS: Okay.</p> <p>10 MR. PATTAKOS: Just a couple real</p> <p>11 quick.</p> <p>12 THE WITNESS: Got to make it fast,</p> <p>13 Peter.</p> <p>14 MR. PATTAKOS: I will make it fast.</p> <p>15 - - - - -</p> <p>16 FURTHER CROSS-EXAMINATION</p> <p>17 BY MR. PATTAKOS:</p> <p>18 Q. These chiropractors at Town & Country</p> <p>19 and Dr. Ghoubrial, in your experience, they always</p> <p>20 treated KNR clients on a letter of protection,</p> <p>21 correct?</p> <p>22 A. That's true.</p> <p>23 Q. They never accepted payment from a</p> <p>24 client's health insurance to your knowledge, did</p> <p>25 they?</p> |
| <p style="text-align: right;">Page 499</p> <p>1 yeah, I -- I imagine I would have noted it.</p> <p>2 Q. But you can't think of actually --</p> <p>3 A. Right.</p> <p>4 Q. -- as you sit here?</p> <p>5 A. Right.</p> <p>6 Q. Okay. Would it surprise you if there's</p> <p>7 no such notes that we're aware of?</p> <p>8 A. No, it wouldn't. I mean, it would</p> <p>9 surprise me. There are notes, I just don't know</p> <p>10 how many and how often.</p> <p>11 Q. Okay. Well part of what you were</p> <p>12 supposed to do in Needles was note your client --</p> <p>13 A. You were.</p> <p>14 Q. -- contacts, right?</p> <p>15 A. True.</p> <p>16 Q. And also note anything unusual in the</p> <p>17 file?</p> <p>18 A. Right.</p> <p>19 Q. And if there are no such notes, would</p> <p>20 it be your position that they were doctored</p> <p>21 somehow after the fact?</p> <p>22 A. No. It just means that we were rushed</p> <p>23 and just put bare minimum of what was required in</p> <p>24 the notes.</p> <p>25 Q. Okay. Is that how you handled your</p> | <p style="text-align: right;">Page 501</p> <p>1 A. Not that I ever saw any.</p> <p>2 Q. Can you think of any good reason for</p> <p>3 that?</p> <p>4 MR. BARMEN: Objection.</p> <p>5 A. Yeah, they would get paid more if they</p> <p>6 didn't bill health insurance.</p> <p>7 Q. Who would get paid more?</p> <p>8 A. The chiropractor, or the provider.</p> <p>9 Q. What about the clients, can you think</p> <p>10 of any reason it would be good for the clients?</p> <p>11 MR. BARMEN: Objection.</p> <p>12 A. No. Not -- not typically, because we</p> <p>13 would get reductions -- the auto insurance</p> <p>14 companies -- the adjusters would say, well, we're</p> <p>15 going to reduce it to what would be paid on -- by</p> <p>16 health insurance. So they reduce it down to that</p> <p>17 amount anyway of what they were reimbursing the</p> <p>18 bill for. And they used some type of chart and</p> <p>19 that circulated in our office for a while, but it</p> <p>20 changed.</p> <p>21 Q. About the police reports.</p> <p>22 A. Uh-huh.</p> <p>23 Q. On the great majority of cases, the</p> <p>24 chiropractor already had the police report,</p> <p>25 correct?</p> |

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| <p style="text-align: right;">Page 502</p> <p>1 A. Yes.</p> <p>2 MR. MANNION: Objection.</p> <p>3 A. Because of their marketing.</p> <p>4 Q. And to handle any personal injury case</p> <p>5 competently, the -- a lawyer would have to have a</p> <p>6 copy of any police reports that existed, don't you</p> <p>7 agree?</p> <p>8 A. Yeah, at some point, but ideally in the</p> <p>9 beginning to set up insurance.</p> <p>10 Q. One month you've talked about how Naz,</p> <p>11 Khan retaliate against the firm?</p> <p>12 A. Correct.</p> <p>13 Q. By only sending one case?</p> <p>14 A. Right. That was what Paul told me.</p> <p>15 Q. For the whole month?</p> <p>16 Do you remember when that was in your</p> <p>17 tenure?</p> <p>18 A. It -- I think it was right at the time</p> <p>19 I was hired or shortly before. And I -- it was</p> <p>20 either one or zero cases. I thought it was zero</p> <p>21 cases.</p> <p>22 Q. Oh, it was either -- so it was at the</p> <p>23 very beginning of your tenure at the firm?</p> <p>24 A. Yeah, or before, right before.</p> <p>25 Q. Okay. When Tom was asking you at the</p> | <p style="text-align: right;">Page 504</p> <p>1 THE WITNESS: Okay.</p> <p>2 - - - - -</p> <p>3 FURTHER CROSS-EXAMINATION</p> <p>4 BY MR. MANNION:</p> <p>5 Q. Did you realize that some of those</p> <p>6 chiropractors would have a list of accidents with</p> <p>7 people's names and addresses, but not the whole</p> <p>8 report?</p> <p>9 A. No. I was made aware by chiropractors</p> <p>10 that they had the full report because that's how</p> <p>11 they knew who to call on it. And they -- so</p> <p>12 because sometimes there would be multiple cars and</p> <p>13 so they would have to know which ones were at</p> <p>14 fault, because they would even make the -- they</p> <p>15 would indicate if it was -- nobody was cited, they</p> <p>16 would still call both parties. So they would</p> <p>17 refer to the police report. I'm confident in</p> <p>18 that.</p> <p>19 Q. Did you realize that KNR at one time</p> <p>20 would get lists of accidents with maybe a name and</p> <p>21 an address, but not the full report? And that's</p> <p>22 how some of the marketing materials got sent, not</p> <p>23 from the actual police report?</p> <p>24 A. Our clients, during intakes, would</p> <p>25 always say, well, I called your office because you</p> |
| <p style="text-align: right;">Page 503</p> <p>1 very beginning of your examination today that what</p> <p>2 were the \$2,000 in litigation expenses, what is --</p> <p>3 A. Okay.</p> <p>4 Q. -- what is the significance of the</p> <p>5 \$2,000 number?</p> <p>6 A. I have no idea. It was costs advanced.</p> <p>7 So if a client said, I don't want that offer,</p> <p>8 that's crappy. I lost my job, I lost my house, I</p> <p>9 lost everything for -- well, so they would say, I</p> <p>10 want to go to trial. And then I would talk to</p> <p>11 Paul about it, like how do I handle this? What</p> <p>12 are the magic words? Or should I tell them to</p> <p>13 take the offer? And Paul would say, well, yeah,</p> <p>14 we can take it to trial, but they need to advance</p> <p>15 litigation expenses of \$2,000. So that was just</p> <p>16 the number that we used all the time.</p> <p>17 Q. So that was a policy to pressure the</p> <p>18 clients to settle a case?</p> <p>19 MR. BARMEN: Objection.</p> <p>20 MR. MANNION: Objection to policy.</p> <p>21 A. Yeah. Well, yeah, that was normal</p> <p>22 routine. It was a conversation we frequently had</p> <p>23 with clients.</p> <p>24 MR. PATTAKOS: Okay. Okay. I have no</p> <p>25 further questions. Thank you.</p> | <p style="text-align: right;">Page 505</p> <p>1 guys sent the report out to me.</p> <p>2 Q. Okay. But that's not what I asked you.</p> <p>3 Were you aware that KNR would get</p> <p>4 copies of reports that had lists of accidents and</p> <p>5 names, addresses, but not the full report?</p> <p>6 A. No. No. I didn't know that that</p> <p>7 happened.</p> <p>8 Q. Okay. And you don't know whether any</p> <p>9 chiropractors had those lists either, do you?</p> <p>10 A. I don't.</p> <p>11 Q. Okay. If they had those lists, that</p> <p>12 wouldn't be the same as a full police report?</p> <p>13 A. They -- I mean, they would have the</p> <p>14 police report for the client, because they would</p> <p>15 have to set up med pay.</p> <p>16 Q. Okay. Let me rephrase it.</p> <p>17 If that's all they had was that list --</p> <p>18 A. Okay.</p> <p>19 Q. -- that wouldn't have the same</p> <p>20 information -- if it only had name and address,</p> <p>21 wouldn't have the same information as the police</p> <p>22 report, true?</p> <p>23 A. That's -- I would presume. I don't</p> <p>24 know this list.</p> <p>25 Q. Okay.</p> |

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| <p style="text-align: right;">Page 506</p> <p>1 A. This list is something new to me.</p> <p>2 MR. MANNION: Okay. That's all I have.</p> <p>3 THE WITNESS: Okay.</p> <p>4 MR. PATTAKOS: Thank you.</p> <p>5 THE WITNESS: Ready to go? Thank you.</p> <p>6 THE VIDEOGRAPHER: We're off the</p> <p>7 record. The time is 6:02.</p> <p>8 THE REPORTER: You have the legal right</p> <p>9 to read, examine and sign this deposition after</p> <p>10 it's been transcribed, or you may waive that</p> <p>11 right. Would you like to read it or waive the</p> <p>12 right?</p> <p>13 THE WITNESS: I won't waive.</p> <p>14 (Signature not waived.)</p> <p>15 - - - - -</p> <p>16 Thereupon, the foregoing proceedings</p> <p>17 concluded at 6:02 p.m.</p> <p>18 - - - - -</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> | |
| <p style="text-align: right;">Page 507</p> <p>1 State of Ohio : C E R T I F I C A T E</p> <p>2 County of Franklin: SS</p> <p>3</p> <p>4 I, Mary Bradley, RPR, a Notary Public in and</p> <p>5 for the State of Ohio, do hereby certify the</p> <p>6 within-named Amanda Lantz, Esq. was by me first</p> <p>7 duly sworn to testify to the whole truth in the</p> <p>8 cause aforesaid; testimony then given was by me</p> <p>9 reduced to stenotypy in the presence of said</p> <p>10 witness, afterwards transcribed by me; the</p> <p>11 foregoing is a true record of the testimony so</p> <p>12 given; and this deposition was taken at the time</p> <p>13 and place as specified on the title page.</p> <p>14 I do further certify I am not a relative,</p> <p>15 employee or attorney of any of the parties hereto,</p> <p>16 and further I am not a relative or employee of any</p> <p>17 attorney or counsel employed by the parties</p> <p>18 hereto, or financially interested in the action.</p> <p>19 IN WITNESS WHEREOF, I have hereunto set my</p> <p>20 hand and affixed my seal of office at Columbus,</p> <p>21 Ohio, on April 14, 2019.</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>_____ Mary Bradley, Notary Public - State of Ohio My commission expires September 19, 2019.</p> | |

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IN THE COURT OF COMMON PLEAS

OF SUMMIT COUNTY, OHIO

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MEMBER WILLIAMS et al.,

Plaintiffs,

vs. Case No. CV 2016 09 3928

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

Defendants.

~~~~~

DEPOSITION OF

KELLY PHILLIPS III

February 22, 2019
10:07 a.m.Taken at:
Pattakos Law Firm
101 Ghent Road
Akron, OH

Kurt M. Spencer, Notary Public

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John J. Reagan, Esq.

Rachel Hazelet

EXHIBIT 2

| | |
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| 1 | INDEX OF EXHIBITS |
| 2 | NUMBER DESCRIPTION MARKED |
| 3 | Exhibit A A Copy of an E-Mail sent 149 |
| 4 | from Kelly Phillips to |
| 5 | Allison Bean dated November |
| 6 | 18, 2014 |
| 7 | Exhibit B A copy of Kisling, Nestico & . 247 |
| 8 | Redick Settlement Memorandum |
| 9 | Sheet dated December 5, 2014 |
| 10 | Exhibit NAME- E-mail exchange between 53 |
| 11 | Kelly Phillips and |
| 12 | Mr. Nestico dated October |
| 13 | 16, 2014 |
| 14 | Exhibit 1 E-Mail from Brandy to 31 |
| 15 | Pre-lit Attorneys |
| 16 | Exhibit 3 An E-mail Exchange sent by ... 96 |
| 17 | Kelly Phillips to Rob |
| 18 | Nestico and Paul Steele |
| 19 | dated December 2, 2014 |
| 20 | Exhibit 4 E-Mail dated June 3, 2015 of .343 |
| 21 | All Sign-ups |
| 22 | Exhibit 5 A Copy of an E-Mail sent 343 |
| 23 | June 10, 2014, Sign Ups |
| 24 | |
| 25 | ~ ~ ~ ~ ~ |

7

1 KELLY PHILLIPS, of lawful age,

2 called for examination, as provided by the Ohio

3 Rules of Civil Procedure, being by me first

4 duly sworn, as hereinafter certified, deposed

5 and said as follows:

6 EXAMINATION OF KELLY PHILLIPS

7 BY MR. PATTAKOS:

8 Q. Good morning, Mr. Phillips.

9 A. Good morning.

10 Q. Are you feeling well today?

11 A. Sure.

12 Q. Is there any reason you wouldn't,

13 say, have you ingested any medication, or any

14 other substance that would impair your ability

15 to recall events accurately, or testify

16 truthfully today?

17 A. No, I have not.

18 Q. Is there any other reason you

19 wouldn't be able to recall events accurately,

20 or testify truthfully today?

21 A. No, sir.

22 Q. You understand that you're here to

23 give testimony in the WILLIAMS v. KNR case that

24 is currently pending in Summit County Court of

25 Common Pleas?

8

1 A. Yes, sir.

2 Q. And, you formerly worked at the KNR

3 law firm, correct?

4 A. Yes, sir.

5 Q. And, you started working there in

6 June of 2014; is that correct?

7 A. Yes, I believe so.

8 Q. Okay. And you graduated from a

9 Capital Law School?

10 A. Yes, sir.

11 Q. In Columbus, Ohio?

12 A. Yes, sir.

13 Q. And, you were admitted to the Ohio

14 Bar in 2002; is that correct?

15 A. Yes, sir.

16 Q. And you've been a member of the Bar

17 in good standing ever since, correct?

18 A. Yes, sir.

19 Q. Where did you go to undergrad?

20 A. Tiffin University.

21 Q. What year did you graduate?

22 A. 1991.

23 Q. What was your major?

24 A. Business Marketing.

25 Q. What did you do between college and

9

1 law school?

2 **A.** Worked. I started out, when I
3 graduated college, I worked at Penske Truck
4 Leasing as a rental sales representative. This
5 is testing my memory. That was a long time --
6 I was there for a couple years, then, I went to
7 work for the State House of Representatives. I
8 worked for Vern Riffe, Speaker of the House. I
9 was a Sergeant at Arms there.

10 And, then, I left there, and became
11 an adjuster for Cincinnati Insurance. I was a
12 field adjuster for them for a couple of years.
13 And, then, I took a position with Safe Auto,
14 and, then, that's when I started law school,
15 was when I was working at Safe Auto.

16 **Q.** And, what was your first position
17 at Safe Auto?

18 **A.** Claims adjuster.

19 **Q.** Claims adjuster. And were you a
20 claims adjuster all the way until you went to
21 law school?

22 **A.** Yes. While I was in law school, I
23 got promoted to supervisor. And, then, I
24 believe, manager, while I was still in law
25 school.

10

1 **Q.** So you went to law school
2 part-time, while you were working?

3 **A.** Yes.

4 **Q.** Did you go to law school, was it
5 night school?

6 **A.** Primarily, yeah. During the
7 summers, there were some day classes that I had
8 to take to make sure that I -- you know, I
9 wanted to graduate as quickly as possible. I
10 didn't want it to drag out over five or six
11 years. So Safe Auto was pretty accommodating.

12 **Q.** Did they pay for it?

13 **A.** Inevitably, they did, yes.

14 **Q.** How do you mean?

15 **A.** I asked the owners of the company,
16 you know, if they would work out an agreement
17 with me to, you know, I'd stay on for so long
18 afterwards, if they would pay for the school.
19 But, we were still a young company, at that
20 time, and, basically, Aradeshi (ph), the COO of
21 the company said, "If I do that for you, I'm
22 going to have everybody coming here asking me
23 to do it for them, and we're not prepared to do
24 so." But, when I graduated, and passed the
25 bar, he promoted me. I was made an executive

11

1 shortly after that, and, basically, the
2 arrangement was, they would pay \$10,000 per
3 year towards my school loans, as long as I
4 stayed with the company. But, if I left of my
5 own volition, that I took whatever the balance
6 of the loans was with me.

7 But, when I parted ways with them,
8 I think I had about \$30,000 that I still owed
9 on loans, and they went ahead and paid that
10 off, when I left the company.

11 **Q.** They paid your loans off, when you
12 left the company?

13 **A.** Yeah. Well, I didn't leave of my
14 own volition. They brought in a new CEO, who,
15 over the course of a year and a half, got rid
16 of the fourteen of the seventeen vice
17 presidents that were there. He wanted to bring
18 in his own people.

19 **Q.** Is that the only reason you were
20 let go?

21 **A.** Yes.

22 **Q.** And, when did you start law school,
23 how many years did it end up taking?

24 **A.** Four. Started in September of
25 1997, and graduated in May of 2001.

12

1 **Q.** All right. So, what year was it
2 that you and Safe Auto parted ways?

3 **A.** I believe it was May of 2013.

4 **Q.** May of 2013?

5 **A.** Yes, sir.

6 **Q.** So, what happened after that, in
7 terms of your jobs, your employment, I should
8 say?

9 **A.** Well, after being with the same
10 company for so long, and being told I would
11 retire there, that I had a job for life, it was
12 kind of -- it shook me. So it took a while to
13 get over that. Then, I just had to figure out
14 what I wanted to do. I was being offered other
15 positions in the insurance industry, but I just
16 really didn't feel like I wanted to do that
17 anymore.

18 And, I really honestly wanted to
19 see what it was like on other side of things.
20 So, after some thinking, and discussions with
21 my -- we'll call her my wife, my domestic
22 partner, I guess, I would say. We're not
23 legally married. She said, "I think you should
24 give it a shot, and see what it's like on the
25 other side." Because, I figured if nothing

13

1 else, I could use experience and turn it into
2 anything I wanted. I just wanted to see the
3 full scope of the auto accident injury world.

4 Q. Sure. So, when, and that's when
5 you went to KNR? Or, was there another -- or,
6 did you work in the --

7 A. No. KNR was my first job after.

8 Q. So you took about a year off?

9 A. Yes.

10 Q. And, how did it come about you
11 started working for KNR?

12 A. I saw they had an opening. I hate
13 to admit it. I didn't know much about KNR. I
14 really didn't run into them, when I -- I ran
15 litigation. That was one of my jobs at Safe
16 Auto.

17 Q. Let's talk about that first.

18 A. Okay.

19 Q. Let's talk about what your
20 responsibilities were at Safe Auto. And, we'll
21 start when, you said you were promoted to an
22 executive position, while you were in the law
23 school?

24 A. It was right after, no, I was
25 promoted to executive, after I passed the bar.

14

1 Q. And, what was your title? You
2 mentioned vice president?

3 A. Vice President Litigation is the
4 designation.

5 Q. What were your responsibilities
6 there?

7 A. Well, they varied over the years,
8 obviously, I was in charge of litigation. I
9 managed anywhere from, as few as fifteen
10 people, to as many as about seventy-five or
11 eighty, during the course of my employment. At
12 the end of my employment at Safe Auto, I was
13 responsible for litigation, the coverage unit,
14 low-impact unit, catastrophic injury unit, and,
15 of course, I managed all outside defense
16 counsel.

17 Q. So, you oversaw all of the
18 litigation that companies' policyholders were
19 involved in?

20 A. Yes, sir. And, any extra
21 contractual stuff. I worked with corporate
22 counsel on that.

23 Q. Would you say that was hundreds of
24 active matters, at any given time?

25 A. Oh, yeah. For sure.

15

1 Q. Thousands?

2 A. As many as thousands, yes, as we
3 grew.

4 Q. Okay. So you saw that there was an
5 opening at KNR?

6 A. Yeah. I can't remember how,
7 exactly. I don't know if I saw an ad somewhere
8 for it, or what. What I knew is that, like I
9 said, I didn't know much about KNR, maybe, I
10 should have. I had no idea they were as big as
11 they were. I hate to say that. I'm not trying
12 to be demeaning to KNR in any way, shape or
13 form, in this respect. They weren't really a
14 concern for me in the litigation department.
15 And, that may be largely because Ohio is a very
16 insurance-friendly state. It's hard to get
17 yourself in too much trouble in Ohio,
18 especially, with a state minimum policy, which
19 is what we wrote. So I didn't know anything
20 about them.

21 I knew plenty about Kurgis and
22 Schiff, because I ran into them all the time,
23 specifically, Schiff, because he happened to be
24 good friends with one of the owners of Safe
25 Auto, so I had to deal with him quite a bit,

16

1 much to my chagrin.

2 Q. So Kurgis --

3 A. KNR, I didn't know anything about.

4 Q. Kurgis and Schiff are two personal
5 injury firms that handle a lot of cases in
6 Columbus?

7 A. Yes, they are two of the big
8 advertisers.

9 Q. Okay.

10 A. I actually had to reach out to, you
11 know what, I know where I heard about KNR,
12 sorry, it just came to me. When I told
13 somebody I used to work with, a gentleman named
14 Dave Kastreva (ph), who worked in the corporate
15 counsel office, we were friends, played some
16 poker together, and what not, he had told me,
17 when I told him I was thinking about going to
18 the plaintiff's side, he said, "Hey, KNR is
19 moving to town." He was actually the one who
20 said, "You ought to check into them." So I
21 sent off my resumé.

22 Q. So, you probably hadn't heard of
23 them, because they weren't doing a lot of
24 business in Columbus, at that time?

25 A. Yeah. And, at that particular

17

1 time, I was at a higher level. Like I said, my
2 bigger concerns at Safe Auto, Ohio wasn't that
3 big of deal for me, because it's a very
4 insurance-friendly. You can't get yourself in
5 trouble. I had to concern myself in Georgia,
6 South Carolina, you know, Texas, where they
7 were judicial hell-holes down there. You had
8 to be very careful. You make a mistake, and a
9 low limit policy can turn into a million dollar
10 loss.

11 Q. You mean, they were
12 plaintiff-friendly states?

13 A. Yes, very much so.

14 Q. Not necessarily a hell-hole, if
15 you're a plaintiff, right?

16 A. Exactly, well, I would say some of
17 them are hell-holes, Allendale and Hampton
18 Counties in South Carolina are hell-holes for
19 anybody.

20 Q. Okay. So, you applied for a
21 positioned at KNR.

22 A. Yes, sir.

23 Q. And, how did you submit that
24 application?

25 A. I can't remember if I mailed it, or

18

1 e-mailed it, through a service, I honestly
2 don't remember.

3 Q. And, what happened next?

4 A. I got called in for an interview.

5 I went to the Columbus office, which is above
6 the Cleveland Avenue -- I can't remember the
7 address exactly -- Corporate Exchange, and met
8 with Rob Nestico.

9 Q. Just Rob Nestico?

10 A. Yes. Yeah, I believe so.

11 Q. How did that meeting go?

12 A. It was great. We sat around and
13 talked about things. He asked me about my
14 experience. We went through that. He told me
15 how things worked there, and, pretty much,
16 offered me the job on the spot.

17 Q. How long was your conversation with
18 him?

19 A. I'd say we, probably, spoke for an
20 hour or so, maybe, maybe, a little bit longer.

21 Q. Did you have lunch?

22 A. No.

23 Q. What did you speak about? What do
24 you remember of the conversation?

25 A. Well, we just talked about -- in

19

1 the beginning, just getting to know each other,
2 and our experiences, and, you know, hearing
3 some of his philosophies on things, I,
4 honestly, can't remember all of those. He was
5 engaging, I will say that. And, then, we
6 talked about the position, and what it was like
7 there.

8 Given that I didn't have real
9 litigation. I didn't try any cases,
10 specifically, myself, at that time, he said I
11 would be a great candidate for the pre-lit
12 department, is how they referred to it. And
13 told me who I would be working for, if I took
14 the position. Talked to me about Paul Steele,
15 a little bit, and that was about it.

16 Q. Do you remember anything, at all,
17 about the conversations about his philosophy on
18 how to run the firm?

19 A. No. No. We didn't get too deep.
20 More than anything, it was just his overriding
21 philosophies about the insurance industry, and
22 what they do, and how he tries to drive
23 business, you know, he talked about how they're
24 heavily -- high-volume market-driven business,
25 advertising-driven business. That was about

20

1 it, really.

2 Q. Did he tell you that -- he
3 emphasized that they put a lot of resources
4 into advertising?

5 A. Yes. And, strangely, I've never
6 even seen a commercial for KNR, at that time.

7 MR. MANNION: At this point, I want
8 to put on the record that we're going to
9 designate any of these portions confidential
10 and proprietary. If you do not want to agree
11 to that, I'll object to every question, and say
12 that every time.

13 MR. PATTAKOS: We can do the same
14 thing --

15 MR. MANNION: One week after
16 transcripts?

17 MR. PATTAKOS: Yes. The same thing
18 as with Mr. Nestico's deposition --

19 MR. MANNION: Yes.

20 MR. PATTAKOS: -- where you'll get
21 us the designations. Okay.

22 MR. BEST: I object to some of the
23 form of these questions. You're leading this
24 witness, so watch out.

25 Q. So, you spoke about Paul Steele?

21

1 A. Yeah. He mentioned, and I don't
2 even know if he mentioned him by name, he just
3 told me the gentleman that I would be working
4 with told me about Paul's experience, talked
5 very highly of Paul. If I remember correctly,
6 he talked about how Paul graduated from
7 Michigan State, and how difficult that law
8 school was. And I don't even know if that's
9 correct, but that's what I remember is him
10 saying Michigan State, and, maybe, talking
11 about how he went through the same program, or
12 knew the same professor, and how hard it was,
13 and, anybody that can survive that, can survive
14 anything, type of deal.

15 Q. And, Paul was your supervisor at
16 the Columbus office?

17 A. Yeah. He seemed to be the one in
18 charge of pre-lit, yes. And I don't know if he
19 was in charge of litigation, as well, but he
20 seemed to be the go-to guy. That's what I was
21 instructed to do, specifically, with pre-lit, I
22 don't know what kind of control he had over the
23 litigation team, if any.

24 And, then, no, actually, Walt
25 Messenger (ph), I think, was kind of the head

22

1 of the litigation team over there.

2 Q. Okay. Do you recall how long the
3 Columbus office had been open, at that time?

4 A. I honestly don't know.

5 Q. Okay.

6 A. It hadn't been that long.

7 Q. Hadn't been that long?

8 A. To my knowledge, they talked like
9 it hadn't been that long.

10 Q. Like, a couple years?

11 A. Sounded like it, yeah.

12 Q. Around that?

13 A. Yeah.

14 Q. Okay.

15 A. I know on the case load that I had,
16 I was -- they'd gone through quite a few
17 attorneys, because I know a lot of the cases I
18 inherited, I was the third, fourth, fifth
19 attorney that had been on the file.

20 Q. Do you have any impression of why
21 they had gone through a lot of attorneys?

22 A. I can talk about the one that I
23 inherited a lot of his files. He clearly
24 didn't know what he was doing. He was a
25 former -- he handled capital appeals, capital

23

1 murder, capital punishment-type of cases. He
2 didn't really didn't handle the files very
3 well. I had to clean up a lot of messes from
4 him.

5 Q. What was your understanding of the
6 job responsibilities of a pre-litigation
7 attorney?

8 A. Basically, do the intakes, get as
9 many people signed as you could, manage the
10 files. Try to do your best to keep in contact
11 will all the clients, or, at least, be
12 responsive to the in-coming calls. And, then,
13 of course, working to settling cases without
14 having to go to litigation.

15 Q. What was your understanding of the
16 chain of command at KNR?

17 MR. MANNION: Objection. Go ahead.

18 A. From all the way, like, including
19 Akron, and everything else?

20 Q. Just whatever you knew.

21 A. Well, Rob was kind of the end all
22 be all, Rob Nestico.

23 Q. Uh-huh.

24 A. He was the head of things. Robert
25 Redick did have some responsibilities. I know

24

1 he had to approve any withdrawals. If I
2 remember correctly, Kisling had, pretty much,
3 already retired. And, then, down in Columbus,
4 which is where everything was primarily
5 functioned.

6 Well, of course, Brandy was kind of
7 the -- I don't know exactly what her
8 designation was. She wasn't a lawyer, but,
9 maybe, kind of, an overall type of manager.
10 So, you know, she would come down to Columbus
11 all the time. She was to be treated as a
12 superior, which I, kind of, had a little bit of
13 issue with, because she was a non-lawyer. But,
14 that said, Paul in my office, was who I had to
15 deal with, Paul Steele.

16 Q. So you understood Paul took his
17 orders from Rob?

18 A. Yes.

19 MR. MANNION: Objection.

20 MR. PATTAKOS: Are you counsel now,
21 Mr. Reagan?

22 MR. MANNION: What are you talking
23 about, I objected.

24 MR. PATTAKOS: Oh, I'm sorry. I
25 thought I heard Mr. Reagan object.

25

1 MR. REAGAN: No, it was Tom.
 2 MR. MANNION: Don't ever raise your
 3 voice to him again.
 4 Q. Kelly, did I just raise my voice?
 5 A. I didn't hear you raise your voice,
 6 no.
 7 Q. Thank you.
 8 THE WITNESS: You do things a
 9 little different up here in the northeast, huh?
 10 MR. MANNION: Yeah, they do.
 11 MR. PATTAKOS: Tom makes his
 12 representations very frequently, you'll see.
 13 MR. MANNION: Well, I don't usually
 14 yell, well, I usually don't tell other counsel
 15 that misreps like that are being made on the
 16 record, or claim that the judge is worried
 17 about perjury, or talk to their client.
 18 THE WITNESS: I don't know about
 19 any of that. I'm just here to answer
 20 questions.
 21 MR. PATTAKOS: Just get used to it.
 22 Q. When you say Rob was the end all be
 23 all, what did you mean by that? How did you
 24 know that, when you say that?
 25 A. Well, it was represented that he

26

1 was the managing partner.
 2 Q. Okay.
 3 A. And, I'm sorry, I didn't notice
 4 Mr. Reagan, he's the head of litigation.
 5 MR. REAGAN: Good morning.
 6 THE WITNESS: A lot of people at
 7 the table, sorry.
 8 Q. When Mr. Steele dictated
 9 instructions to you, as the Columbus office
 10 managing partner, so to speak, did you have the
 11 impression that he was acting within his
 12 discretion, or was he taking orders from
 13 Nestico?
 14 MR. MANNION: Objection.
 15 A. I would just say that my
 16 understanding is that, yes, he was working for
 17 Rob Nestico, and carrying out the wishes of the
 18 partnership at the firm.
 19 Q. And, Brandy, as well?
 20 A. Brandy, I'm sorry?
 21 Q. Brandy, does the same go for
 22 Brandy?
 23 A. That she was --
 24 MR. MANNION: Does the same what?
 25 A. Are you asking me, did she respond

27

1 to Nestico?
 2 Q. Well, I guess, when --
 3 A. Or, did she manage Paul?
 4 Q. Well, you said that Brandy was to
 5 be treated as a superior, that that was your
 6 understanding.
 7 A. I was told that.
 8 Q. Who told you that?
 9 A. Paul.
 10 Q. And, if Brandy were to give
 11 instructions, did you understand that she was
 12 acting in her discretion, or carrying out
 13 Nestico's instructions?
 14 MR. MANNION: Objection. State of
 15 mind of another.
 16 A. I honestly don't know. I just
 17 worked under the assumption that she was
 18 carrying out Nestico's order.
 19 Q. There was no reason for you to
 20 believe otherwise, correct?
 21 A. Well, she reported directly to him.
 22 Q. Okay. So, you said you inherited
 23 cases, when you started out at KNR?
 24 A. Oh, yeah.
 25 Q. How many?

28

1 A. I don't know. My best guess would
 2 be three, four hundred.
 3 Q. What would you assume your case
 4 load was, at any given time, shortly -- strike
 5 that. Assume you inherited some cases, and,
 6 then, immediately, began taking in new cases,
 7 correct?
 8 A. Yes.
 9 Q. What would you say your case load
 10 was, at any given time, during your time at the
 11 firm?
 12 A. I would say, including submitted
 13 and non-submitted cases, probably, around 600.
 14 Q. Was it your impression that all the
 15 pre-lit attorneys in the firm handled the same
 16 number of cases, relatively speaking?
 17 A. I would say so, yes.
 18 Q. Did the firm impose any performance
 19 requirements on its pre-litigation attorneys,
 20 while you were working there?
 21 A. Yes, we had to bring in so many
 22 settlement dollars per month, or excuse me, fee
 23 dollars per month.
 24 Q. How much in fee dollars were you
 25 required to bring in per month?

29

1 A. Well, it varied. I mean,
2 obviously, as I started out, they weren't as
3 stringent. I think it started out as \$20,000,
4 and, then, I jumped up to \$60,000. I can't
5 remember exactly when, and, then, \$100,000.

6 Q. So, they gave you a little time to
7 get ramped up; is that fair to say?

8 A. Yes.

9 Q. But, by the end of your time there,
10 your expectation was to bring in \$100,000 in
11 attorneys' fees every month?

12 A. That's what my new goal was, yes.

13 Q. And, that was the firm's percentage
14 of the amount recovered for the clients,
15 correct?

16 A. Yes.

17 Q. Did you meet those goals?

18 A. Yes. I never failed to meet a
19 goal.

20 Q. Okay. How was this requirement
21 communicated to you?

22 A. I can't remember if it was an
23 e-mail from Brandy, or whether it was Paul
24 telling me, in all honesty, I can't remember
25 which it was. I just know I was told, when I

30

1 was at \$20,000, I was told, "You are now
2 responsible for \$60,000," and, then, I was
3 going to \$100,000.

4 Q. Was it ever communicated to you
5 what would happen, if you didn't meet these
6 requirements?

7 A. No, not specifically, you were just
8 expected to. I never found out, because I
9 didn't fail to meet it.

10 Q. Fair to say that you were expected
11 to meet these requirements to remain employed
12 with the firm, or an employee in good standing?

13 MR. MANNION: Objection. Asked and
14 answered.

15 A. Yeah, I don't know. I just assumed
16 yes.

17 Q. Okay. Did you ever become aware of
18 any of the co-workers not meeting those goals,
19 and facing consequences, as a result?

20 A. No, none that I worked with. I
21 think everybody met their goals, for the most
22 part.

23 Q. Okay.

24 - - - - -

25 (Thereupon, Deposition Exhibit 1,

31

1 E-Mail from Brandy to Pre-lit
2 Attorneys, was marked for purposes
3 of identification.)
4 - - - - -

5 Q. Just take a look at Exhibit 1. It
6 is an e-mail from Brandy to pre-lit attorneys,
7 and this was in 2012. I realize this was
8 before you started working at the firm. But,
9 Brandy writes here, *from now on, objective*
10 *injuries will not be distributed evenly. These*
11 *cases will be distributed to the pre-lit*
12 *attorneys that are doing intakes by percentage*
13 *from the month before.*

14 And, then, she lists the number of
15 intakes here for six attorneys in a particular
16 office, and the percentage. Is your
17 understanding of this e-mail consistent with
18 your experience at the firm?

19 A. Oh, absolutely.

20 Q. How so?

21 A. Well, I was wondering -- we had a
22 new attorney start with us. Just a wonderful
23 guy. His name was Brian Cabo (ph). One of the
24 nicest guys I've ever met. When it comes down
25 to handling injury cases, at the time, he

32

1 didn't know his ass from a hole in the ground,
2 to be honest. He was a former police officer.
3 He never handled an injury case before. But,
4 he was quick on the phone. If an intake call
5 came in, he got it in a half ring, and, all of
6 a sudden, he's getting awarded all of these
7 objective cases.

8 And when I asked Rob Nestico why
9 somebody, who is not qualified, in my opinion,
10 to handle such cases, is getting the cases, he
11 said, "Well, you need to get off the phone, and
12 do more intakes." And, I said, "But, the guy
13 doesn't know what he's doing." He said, "That
14 doesn't matter. What I care about is you
15 signing cases. That's what is going to get you
16 the objective cases." I said, *well, I didn't*
17 *agree with that practice.* You think that you
18 would give the more difficult cases to the
19 talent, and the people that have actually
20 handled those types of cases before, rather
21 than somebody who -- so it became a race, you
22 know, you literally had to race.

23 You could be in the middle of a
24 negotiation with an adjuster, and you would
25 have to put him on hold, and jump on the other

33

1 intake call, because it came in with a
2 different ring. So you knew when that ring, it
3 was, like, have you ever saw the movie Boiler
4 Room, when they yelled, "RECO," and everybody
5 races to the phone, that's what it became. And
6 that's how you got the bigger cases, and the
7 bigger cases made it easier to hit your goal.

8 Q. And, if you hit your goal, you got
9 a bonus payment?

10 A. Well, you got percentages. You got
11 paid percentage based on the fee dollars. You
12 got a base salary --

13 Q. Uh-huh.

14 A. -- and, then, you got paid
15 percentages, based on how many fee dollars you
16 came in with. Then, once you hit certain
17 markers in fee dollars during the year, that
18 percentage would go up.

19 Q. What was your base salary?

20 A. If I remember right, the base
21 salary was like \$65,000.

22 Q. And, what was the bonus structure
23 that you could remember, if you met your goals?

24 A. Well, until you hit the certain
25 fee-dollar markers for the year, your

34

1 percentage could go up. I think it started at
2 2%, if I remember right. So, it was \$65,000,
3 and 2% of every fee dollar I brought in on
4 cases. And, then, I think like once you hit so
5 many hundreds of thousands of dollars in fee
6 dollars, then, you jumped up to 4%, and 6%, and
7 so on. I can't remember the percentages
8 exactly.

9 Q. What was the highest you ever got,
10 in terms of percentage of fees?

11 A. I don't know that I ever made it --
12 I wasn't there that long, so I don't think I
13 made it past the 2%. I think I was just about
14 to, maybe, hit 4%.

15 Q. So you never got a bonus payment?

16 A. Yeah, I did, but it was based on
17 the 2%. I never made it to the next marker,
18 where my percentage would go up.

19 Q. So the bonus payments were
20 determined paycheck to paycheck; is that fair?
21 Or was it monthly?

22 A. I can't remember. I think it was
23 monthly.

24 Q. When you say that you believe that
25 the objective injury cases should have gone to

35

1 the more talented attorneys, did you believe
2 that you were one of the more talented
3 attorneys there?
4 A. I certainly had more experience
5 than anybody in the pre-lit department handling
6 such injuries.

7 Q. Did you have an impression of why
8 Mr. Nestico hired you?

9 MR. MANNION: Objection.

10 A. He told me it was because of my
11 insurance experience.

12 Q. What, in particular?

13 A. I think he liked the fact that he
14 would be able to, you know, had an insurance
15 executive working for him, I mean, that didn't
16 hurt. And, plus, my entire experience was
17 based in, pretty much, the bodily injury area,
18 liability assessment.

19 Q. Did you ever become aware of him,
20 in fact, touting your experience in the
21 insurance industry?

22 A. No, other than he wanted to make
23 sure that I touted it in my biography, you
24 know, online he wanted to make sure I talked
25 about my experience.

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1 Q. Okay.

2 A. I don't know if he went on to
3 others. I have no knowledge of that.

4 Q. Okay. Did you ever become aware of
5 the firm ever turning down a case for lack of
6 capacity to handle the case?

7 A. Not that I am aware of, no.

8 Q. So fair to say that if a client
9 came to KNR claiming any type of injury, and
10 the crash report showed that someone else was
11 liable, that the firm would take the case no
12 matter how small?

13 A. Oh, definitely.

14 Q. What is your estimate of how many
15 cases that the firm handled, or you can just
16 say that you handled, that was settled for less
17 than \$10,000?

18 A. I would say the majority of them
19 were less than \$10,000. I mean, I think that
20 goes for a lot of plaintiff firms, though. The
21 standard soft tissue sprain strains, you know,
22 those are what keeps the lights on, you know,
23 pay the salaries. And, then, you sprinkle in
24 the bigger cases, mid-level, and serious
25 objective cases, and that's what makes you

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1 really profitable.

2 Q. Would you say the standard soft
3 tissue sprain strains, etc., were the majority
4 of the cases?

5 A. Yes.

6 Q. 90% of the cases?

7 MR. MANNION 4: Of whose cases,
8 Peter?

9 A. I would say I only have knowledge
10 of mine.

11 Q. Sure.

12 A. And I would probably say, if you
13 are talking true objective, then, yes, easily.
14 But, now, I did have some that I would qualify
15 as beyond the standard soft tissue injury,
16 depending on impact, duration of treatment,
17 things of that nature. But, I would say, if
18 you're talking about broken bones, as being
19 truly the objective cases, then, I would say
20 easily, yes, 90% were soft tissue in nature.

21 Q. Maybe, even, 95%, would that be
22 fair?

23 A. In my cases, yeah. 90% to 95%,
24 yeah, that's fair.

25 Q. What were your thoughts on this way

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1 of operating the law firm?

2 A. My personal thoughts?

3 Q. Yes. Well, did you ever have any
4 conversations with Mr. Nestico about this?

5 A. Oh, yeah, for sure. Specifically,
6 about the awarding of objective cases. I
7 thought that was absolutely ludicrous to reward
8 people, just because they can answer the phone
9 more quickly, and go over forms with a client,
10 while an investigator is sitting by them.

11 How does that merit you getting
12 objective cases? That seems utterly ridiculous
13 to me. It should be for the benefit of the
14 client, in my opinion. It should be getting
15 the task-to-talent. And, I think the other
16 thing that I would say that, if you're asking
17 my opinion, and I'll give it to you. I have
18 zero problem with that.

19 You worked in fear there, because
20 you hear all these stories. If you get fired
21 from a case there, you hear all the time,
22 they're going to take it out of your paycheck.
23 So, if they lose a fee, it's coming out of your
24 paycheck. If they look and see that you didn't
25 call somebody -- well, you didn't call

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1 somebody. We're going to take that fee out of
2 your check. I never got fired. Thank God.

3 Q. Fired by a client, you mean?

4 A. Yes, correct. So, it was one of
5 those situations where you had to try to find a
6 balance, okay. (A), I want to bring in my fee
7 dollars, and meet my goals. (B), I don't want
8 to get fired, because I can't afford to lose
9 any money off of my paycheck. And, then, (C),
10 at the same time, I have to be able to answer
11 the intakes, because otherwise I'm not going to
12 get the cases that are going to help me meet my
13 goal. So, to me, it just seemed ridiculous.
14 It is absolutely an intake-driven firm.

15 Q. Did you ever have any other
16 conversations with Nestico about this that you
17 remember?

18 A. Oh, yeah, I talked to him one time.
19 I will say that Rob, for the most part, at
20 least, when we had in-person conversations with
21 one another, was usually open to, at least,
22 listening to me. He didn't accept anything I
23 had to say to him, but I had told him, at one
24 time, my job with Safe Auto was, I was
25 considered, I don't want to sound like I'm

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1 touting myself, but, within that organization,
2 I was considered an efficiency expert. So I
3 would be sent to other departments, and take a
4 look under the hood, see how their
5 procedures -- find a way to streamline.

6 I remember one specific
7 conversation, where I said to Rob, I said,
8 "Rob, if you would give me an opportunity," I
9 said, "I'll bet I can have you handling 20%
10 less cases, and being 30% more profitable than
11 you already are." He looked at me, and said,
12 "I'm not interested in that." And I said, "Oh,
13 okay, I guess I'm new." And, he goes, "Because
14 I want them all." I said, "Excuse me?" He
15 goes, "I want every case." I remember saying
16 to him, I go, "Man, that is a dangerous
17 attitude to have." That is an attitude that
18 will get you in trouble. And I did believe
19 that, okay, because some cases you don't want.

20 But, I think, in his mind, he
21 thought, you know, *hey, how do you know -- if*
22 *you handle this low-level case, maybe, that*
23 *person has a friend or family member that gets*
24 *in an accident, and they remember that.* I
25 don't know if that's where his head was. I

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1 think that's where he tried to tell me his head
2 was.
3 But, in all honesty, with the
4 volume that we had, and the way the operation
5 worked, the intakes fed the machine. That's
6 really what it came down to. That was my
7 impression.

8 Q. Let's talk about the firm's
9 relationship with health care providers that
10 the firm worked with. I want to switch gears.

11 A. Okay.

12 Q. Did you ever come to understand
13 that it was the firm's policy to direct clients
14 to treat with certain health care providers?

15 A. Absolutely.

16 Q. Please explain.

17 A. Well, I specifically was instructed
18 in Columbus, unless otherwise advised, that I
19 was to have every client treat with Town &
20 Country Chiropractic on East Broad Street.

21 Q. Did you understand why you received
22 that instruction?

23 A. I assumed the firm had a very good
24 relationship with Dr. Khan.

25 Q. That's Nazreen Khan?

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1 A. I just know her as "Naz," yes, I
2 guess that is her full name.

3 Q. When you were otherwise advised to
4 send clients elsewhere, how did that happen?

5 A. Usually, you get an e-mail from
6 Paul. It would say, *hey, send the next five or*
7 *ten cases to Columbus Injury Center, or send*
8 *them to west broad*, which, you know, I did get
9 chastised on several occasions, more than
10 several occasions, actually, for not
11 necessarily following the instructions.

12 Q. Who chastised you?

13 A. I would hear it from Paul, and the
14 one time I heard it from Brandy, as well, you
15 know, that I'm supposed to be sending cases to
16 Town & Country. And, I said -- you know, I,
17 basically, would listen to my clients. When I
18 talked to my client, I found out what type of
19 treatment they wanted. You know, I don't know
20 if anybody in this room has been to Town &
21 Country Chiropractic, but your blood pressure
22 is going to go up walking in the door. That
23 place is something. And, some people don't
24 want that type of treatment. They don't want
25 to just be bam, bam, bam, you know, just run

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1 through the machine, and out the door in
2 fifteen minutes. Some people want true
3 treatment. We had another provider that was
4 less than a block away that it was one-on-one
5 treatment with one chiropractor in a small
6 office.

7 So, if I knew that a discerning
8 client wanted that type of treatment, I would
9 give them the option, and not to mention, I had
10 a lot of clients that would be on the west side
11 of town, and I'm supposed to try to sell them
12 on going to Town & Country on the east side,
13 when we had a chiropractor right there on West
14 Broad Street that lives five minutes from them.
15 That didn't seem logical to me.

16 So, I would obviously try to
17 keep -- do what I was told, to a degree. But,
18 if I got pushback, I would send the client to
19 what made sense for the client.

20 Q. If you got pushback from the
21 client, you mean?

22 A. Yeah. I would try to sell Town &
23 Country, because that's what I was told to do.
24 But, if somebody says, "That's forty-five
25 minutes away, with traffic." They'd say,

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1 "Don't you have anything closer?" I'd say,
2 "Yeah, I can get you in over here." I would
3 ask the client what type of treatment they were
4 looking for. Because some people do want the
5 in-and-out, man, they're busy, and they want to
6 get in, and fifteen minutes out the door. So,
7 if that's what they wanted, I would send them
8 to Town & Country, if not, I would send them
9 to, I believe, it was the White Hall Injury
10 Center.

11 Q. When your client pushed back, and
12 you told the client, "Fine, go where you want,"
13 you were chastised for that?

14 MR. BEST: Objection.

15 A. Chastised would probably be a
16 strong word. I guess I would say I was
17 instructed, assertively, to do everything
18 possible to get them to Town & Country, yes.

19 Q. By Brandy and Paul?

20 A. Yes, once by Brandy for sure. I
21 tried to explain my position to them, and I
22 said, "This just doesn't make sense to me."

23 Q. What do you remember about the
24 interaction with Brandy?

25 A. I liked Brandy. Brandy was cool.

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1 But, the one thing I was told by everybody at
 2 the firm, all the other lawyers said, "Whatever
 3 you do, don't end up on her bad side." That's
 4 what I was told from the beginning. I did
 5 everything I could to stay on her good side. I
 6 think I always was, for the most part. She was
 7 very friendly to me. She was never
 8 disrespectful, but she did tell me what I was
 9 supposed to do.
 10 **Q.** Did you have any understanding of
 11 what would happen, if you got on Brandy's bad
 12 side?
 13 **A.** Well, the thing I never understood
 14 is how a non-lawyer can manage a lawyer.
 15 That's what I don't get. That's essentially
 16 what she was doing. But, no, I never ended up
 17 on her bad side. I would take what she said,
 18 and say, "Thank you. I'll do my best to hit
 19 that."
 20 **Q.** So, when she talked to you about
 21 the chiropractic referrals, was it by e-mail?
 22 Was it by phone? Was it in person?
 23 **A.** A lot of times it was in person.
 24 And, she only did that, I'm not going to say
 25 that, Brandy, to my knowledge, we only had that

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1 type of discussion once or twice, okay, it
 2 mainly came from Paul.
 3 **Q.** Sure.
 4 **A.** But, I don't recall if it was
 5 e-mail. I know in person, that I know. But, I
 6 can't recall, if there was ever an e-mail, as
 7 well.
 8 **Q.** Okay. When you say that your heart
 9 rate would go up just walking into Town &
 10 Country, what did you mean by that? How so?
 11 **A.** That place is chaos personified. I
 12 mean, it's, you walk in that door, and their
 13 staff yells at people. I mean, I've heard it
 14 myself. I never personally, to my knowledge,
 15 actually went in person to sign a case, while I
 16 was at KNR, because we had investigators that
 17 went out and signed cases. But, at my
 18 subsequent employment with the Keating Firm, he
 19 still had a small relationship with Town &
 20 Country, when I started there, so I went there
 21 a handful of times. I would just hear from
 22 clients about people yelling, the manager of
 23 the office there, at Town & Country, yelling at
 24 patients. It's chaotic in there.
 25 **Q.** There were a lot of people there?

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1 **A.** Oh, gosh, yes.
 2 **Q.** A lot of patients?
 3 **A.** Yes. A lot of staff.
 4 **Q.** Would you say that's a high-volume
 5 chiropractic practice?
 6 **A.** Oh, most definitely.
 7 **Q.** And, the chiropractors worked with
 8 telemarketers?
 9 **A.** I think that most chiropractors, at
 10 least, in Columbus, Ohio, that I'm aware of,
 11 that specialize in auto accident and Workers'
 12 Comp, do utilize telemarketers, yes. I don't
 13 think that's exclusive to Town & Country.
 14 **Q.** Sure. Can you describe how this
 15 works with the telemarketers, and the
 16 chiropractors?
 17 **A.** I think, that they, yeah, there is
 18 information from police reports that are public
 19 records, and they call, utilize that
 20 information to call people to see if they want
 21 to seek treatment.
 22 **MR. MANNION:** Objection. Move to
 23 strike, if it's based on speculation.
 24 **THE WITNESS:** It's not speculation.
 25 **MR. MANNION:** You said, "I think."

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1 **THE WITNESS:** I can't speak as to
 2 Town & Country, specifically, but, based on my
 3 knowledge of similar chiropractors, yes.
 4 **Q.** And, what happens from there?
 5 **A.** The patients come into the office,
 6 if they can get them in.
 7 **Q.** Are you aware of Town & Country
 8 sending its own vehicles to pick up the
 9 accident victims to bring them in for
 10 chiropractic treatment?
 11 **A.** Yes.
 12 **Q.** Did you have KNR clients tell you
 13 that that's what happened?
 14 **A.** Yes.
 15 **Q.** Is that a frequent occurrence?
 16 **A.** I would say, yes. But, again, and
 17 to be straight forward, Town & Country is not
 18 the only chiropractor, to my knowledge, that
 19 actually provides rides for people.
 20 **Q.** I understand that. So how would
 21 the Town & Country patients get connected with
 22 KNR?
 23 **MR. MANNION:** Objection.
 24 **A.** They would call the investigators,
 25 and the investigators would go over there, and

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1 talk to the people, and, then, if the people
 2 were interested in representation, then, they
 3 would contact an attorney so the attorney
 4 could -- the term that they used in the
 5 Columbus office -- *rope the client in*, which
 6 was, basically, go over the forms with them.
 7 You know, because, the investigator can't do
 8 that. A lawyer has to go over the
 9 representation documents, and, then, fill out
 10 the information on the computer, while you're
 11 talking to the client. Lock it in.
 12 **Q.** So, you're saying the patient would
 13 call the firm from Town & Country?
 14 **A.** The investigator would put them on
 15 the phone. The investigator would call.
 16 **Q.** The investigator would be at Town &
 17 Country?
 18 **A.** Yes, with the patient, and the
 19 potential client.
 20 **Q.** How would the investigator know to
 21 be there?
 22 **A.** That I don't know. I would just
 23 have to assume that Town & Country called them.
 24 **Q.** What is your best estimate of the
 25 percentage of the Columbus office's clients

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1 that treated with Dr. Khan?
 2 **A.** I can only speak to my case load,
 3 but I would say that, to my knowledge, my case
 4 load was representative of the rest of them,
 5 easily, 80% of my cases, if not more, maybe,
 6 90%. I need to rephrase there, that isn't
 7 until I started, like I said, talking to my
 8 clients. My percentage might have gone down
 9 over time, because I started sending people to
 10 chiropractors, to me, and based on what my
 11 client was saying, to me, made more sense.
 12 **Q.** Okay.
 13 **A.** So, that number may have been lower
 14 there towards the end.
 15 **Q.** Okay.
 16 **MR. PATTAKOS:** Let's take a five
 17 minute break, if that's okay with you.
 18 **MR. MANNION:** Oh, sure.
 19 (Whereupon, a break was taken.)
 20 **MR. PATTAKOS:** We ready?
 21 **Q.** It's true, Mr. Phillips, that the
 22 clients, the KNR clients of yours, that treated
 23 with Dr. Khan, would tell you that Dr. Khan
 24 sent them to treat with a Dr. Ghoubrial,
 25 correct?

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1 **A.** Yes.
 2 **Q.** And what percentage would you say
 3 of Dr. Khan's patients would end up treating
 4 with Dr. Ghoubrial?
 5 **MR. BARMEN:** Objection, go ahead.
 6 **A.** I would have to estimate. I don't
 7 know, specifically, and I don't remember what
 8 the requirements were for somebody to see
 9 Dr. Ghoubrial. But, I would say that he was,
 10 easily, best guess, somewhere between a third
 11 and half of the cases, he would, you know,
 12 possibly, more. I don't want to over estimate.
 13 **Q.** And, he would provide treatment,
 14 payment for which would, eventually, be
 15 deducted from the KNR clients' settlements,
 16 correct?
 17 **A.** Yes.
 18 **Q.** And, he worked on a Letter of
 19 Protection?
 20 **A.** That's my understanding, yes.
 21 **Q.** And, Dr. Khan did, as well,
 22 correct?
 23 **A.** Yes.
 24 **Q.** All the chiropractors that the KNR
 25 firm worked with worked on a Letter of

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1 Protection; isn't that correct?
 2 **A.** I would say, yes, unless, possibly,
 3 a client came in that already had a personal
 4 chiropractor, maybe, that they went to, and
 5 insisted on going there. Because some of those
 6 chiropractors would not accept letters of
 7 protection. They wanted to utilize either
 8 health insurance, or medical payments coverage,
 9 under the person's policy.
 10 **Q.** How many times do you recall that
 11 happening?
 12 **A.** Rarely.
 13 **Q.** Just like a handful of times, fewer
 14 than five?
 15 **A.** Maybe, ten, over the --
 16 **Q.** Okay. And, what was your
 17 understanding of the kind of treatment that
 18 Dr. Ghoubrial provided?
 19 **MR. BARMEN:** Objection, go ahead.
 20 **A.** Injections.
 21 **Q.** Injections?
 22 **A.** Yes.
 23 **Q.** Anything else?
 24 **A.** Injections, nerve blocks.
 25 **Q.** Nerve blocks?

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1 A. Yeah, to my knowledge, I believe,
2 that's what it was.

3 Q. What's a nerve block?

4 A. To help stop pain.

5 Q. Is that delivered by an injection,
6 as well?

7 A. That's my understanding, yes.

8 - - - - -

9 (Thereupon, Deposition Exhibit,
10 E-mail exchange between Kelly
11 Phillips and Mr. Nestico dated
12 October 16, 2014, was marked for
13 purposes of identification.)

14 - - - - -

15 Q. This is an e-mail exchange between
16 you and Mr. Nestico dated October 16, 2014, and
17 you'll see that your, I'm sorry. Let's -- this
18 got copied incorrectly. Let's take out -- the
19 middle two pages can be removed from this.

20 MR. BARMEN: The middle two?

21 MR. PATTAKOS: The middle two, yes.

22 It's six pages. Take out the middle two.

23 MR. BARMEN: Thank you.

24 MR. PATTAKOS: KNR 4022 and 4023
25 can be removed. I just want to look at 4020,

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1 4021, 4024 and 4025.

2 Q. Are you familiar with this
3 exchange, Mr. Phillips?

4 A. Let me gather myself up.

5 Q. You can take your time, and give it
6 a read.

7 MR. PATTAKOS: I'm going to go have
8 some water.

9 MR. BARMEN: Give me just a minute,
10 I need to talk to Tom real quick. Sorry about
11 that, Peter.

12 Q. So, do you recall this exchange?

13 A. Yes, I do.

14 Q. So, you write here that you are,
15 pardon me. You write *I am now five for my last*
16 *five with Nationwide cases, where they are*
17 *flat-out refusing to consider anything related*
18 *to Clearwater.* You are referring here to
19 Dr. Ghoubril and his practice, correct?

20 A. Yes, sir.

21 Q. What do you mean by this -- *five*
22 *cases in a row, five for my last five, where*
23 *they are flat-out refusing to consider anything*
24 *related to Clearwater?*

25 A. They basically were negotiating

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1 with me, and made it quite clear that his bills
2 were not included in their evaluation.

3 Q. And, why? Do you understand why
4 that was the case?

5 MR. BARMEN: Objection.

6 A. I can speak for other companies,
7 you know, saying his charges were excessive.
8 With Nationwide, they just didn't feel the
9 treatment was necessary, or that people weren't
10 properly referred to him. There was no
11 justification for the injections.

12 Q. So, you're saying here that
13 Nationwide is refusing to compensate your
14 clients for treatment provided by Dr.
15 Ghoubril?

16 A. Yes, sir.

17 MR. BEST: Objection to the form of
18 these questions. You're leading the witness.
19 You can't just testify, and ask him, *say yes*.

20 MR. PATTAKOS: This is a
21 deposition, David. Thank you.

22 MR. BEST: Still rules. Believe it
23 or not, maybe, should read them.

24 MR. PATTAKOS: Why don't you cite
25 me to a rule, David. David, what rule are you

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1 referring to?

2 MR. BEST: R-B-P-P.

3 MR. PATTAKOS: David, I want to
4 understand the basis of your objection. If
5 there is a rule that you can cite, please cite
6 it.

7 MR. MANNION 4: He made his
8 objection. Move on. Stop your grandstanding.
9 You're wasting time.

10 MR. BEST: If you don't know, shame
11 on you. That shows, that, maybe, you aren't
12 the lawyer that you claim to be.

13 MR. MANNION 4: He knows. He
14 doesn't care.

15 MR. POPSON: It was a form
16 objection. That's all.

17 MR. BARMEN: Keeping going.

18 Q. Did he answer the question? Did
19 you answer that question?

20 A. I honestly don't remember.

21 MR. BEST: You said yes, after
22 Plaintiff's lawyer answered the question. You
23 agreed.

24 THE WITNESS: Did I?

25 MR. PATTAKOS: Good enough.

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1 Q. Did you ever have an insurance
2 company treat another doctor's treatment in the
3 same way, while you were working at KNR?

4 A. No, not based on the treatment
5 itself, okay? Now, if somebody were viewing it
6 as a low-impact accident, and saying they're
7 not disputing the treatment. They're disputing
8 the necessity for any sort of treatment
9 whatsoever, or that it was excessive just based
10 on the fact that there was little to no
11 property damage. That would be the only other
12 time.

13 Q. But, it wasn't based on the fact
14 that it was a particular doctor giving the
15 treatment, correct?

16 A. Not in those instances, no.

17 Q. Okay. You continue to say, *this*
18 *brings about some concern*, well, let me back
19 up. You say, *at least when Progressive*
20 *refuses, they offset with generosity, and the*
21 *general damages. Nationwide is not.*
22 *Basically, I was told that if I'm going to file*
23 *on the case I was discussing, then, I better be*
24 *prepared to file a whole a lot of lawsuits.*
25 *Clearly, the Nationwide adjusters have received*

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1 *some form of a directive.*

2 What did you intend to communicate
3 here?

4 A. That it was obvious to me, based on
5 what was going on in these cases, that
6 Nationwide adjusters had been instructed to
7 consider no treatment by Clearwater.

8 Q. And Progressive was giving
9 Dr. Ghoubrial's treatment, similar treatment?

10 A. Yes. I was also told by
11 Progressive they weren't paying for Clearwater.
12 But, the adjusters would say, "Don't worry
13 about it. Let's get to the generals, and,
14 then, things should coordinate themselves and
15 work out," which was, in most cases, true.

16 Q. Do you recall any other insurance
17 companies, or insurance representatives,
18 expressing similar skepticism of Dr.
19 Ghoubrial's treatment?

20 A. I do remember, specifically,
21 American Family. Their concern was primarily
22 as to the dollar amount of the treatment, the
23 cost associated with the treatment. And, you
24 would hear that from most companies. No.

25 And, I would say in fairness,

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1 that's not exclusive to Dr. Ghoubrial. Now, I
2 never had companies flat-out say, "No, we're
3 not paying it. We don't think this treatment
4 was in any way necessary, or proper," excuse
5 me.

6 Q. With anyone but Dr. Ghoubrial, you
7 mean?

8 A. Yes, correct. But, in fairness,
9 they, you know, to everyone involved, you know,
10 they look at chiropractor bills, too, and
11 they'll reduce those, as well, you know, say,
12 "I'm not going to pay for hot and cold packs,"
13 or, "If a chiropractor gives out Biofreeze,
14 we're not paying for that," you know, things of
15 that nature.

16 Q. You continue to say, *this brings*
17 *about some concern. In some cases, it makes*
18 *settlement a near financial impossibility. At*
19 *the very least, it is taking money out of our*
20 *clients' pocket and ours. I am a bit concerned*
21 *with the ethical dilemma that this creates. It*
22 *is not difficult to make an argument that we*
23 *are treating Clearwater's interest as equal to*
24 *our clients.* What did you mean by this?

25 A. Well, I was getting -- I guess, I

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1 just believe, if you know that you got an
2 insurance company that you're dealing with
3 that's not going to consider his treatment, and
4 you're going to force a client who -- every
5 client would say they don't want to go to
6 lawsuit, if they could avoid it.

7 You know, why wouldn't you consider
8 other options? Why does it have to be
9 Clearwater? If they have a hangup with him,
10 why aren't we looking for other options? If
11 injections are truly necessary, then, why can't
12 we look for somebody else that possibly charges
13 more reasonably, or that is more willing to
14 work on the bill, when it comes settlement
15 time.

16 Q. Work on the bill with the firm and
17 its client, correct?

18 A. Yes, be willing to potentially
19 negotiate the bill down.

20 Q. And, in your experience, Ghoubrial
21 was not?

22 A. I mean, Rob controlled all the
23 reductions. He had to approve everything. So,
24 I don't know, specifically, what Dr. Samuel
25 Ghoubrial, what his requirements were, if he

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1 went through Rob.

2 Q. But, what did you know?

3 A. About what, with what Rob would do?

4 Q. In terms of what Ghoubrial would
5 get paid.

6 A. Generally speaking, I would say we
7 had nowhere near the flexibility with
8 Ghoubrial's bills that we had with any of the
9 other treatment providers we did business with,
10 at least, in Columbus. I have no knowledge as
11 to what went on in Akron, Youngstown.

12 MR. MANNION: I just want to
13 clarify, when you say, *we didn't have as much*
14 *flexibility*, you mean, you lawyers personally,
15 because Rob did it, or do you mean the firm?

16 THE WITNESS: Rob would not allow
17 us as much flexibility. I don't know if that
18 was a directive from Ghoubrial, and his
19 relations with Ghoubrial, or what.

20 MR. MANNION: So, Rob handled that,
21 not -- is that what you're trying to say? I'm
22 just trying to get what you meant by "we."

23 THE WITNESS: Well, maybe, it'll be
24 easier if I explain this. Am I good to answer
25 here, guys?

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1 MR. PATTAKOS: Go ahead.

2 MR. MANNION: Go ahead.

3 THE WITNESS: I want to make sure
4 that I am doing what I am supposed to be doing
5 here.

6 A. I would say that any time you were
7 not going to pay any provider a full amount,
8 Rob had to approve any reductions.

9 MR. MANNION: Okay. Got it.

10 A. So you would have to send him an
11 e-mail saying *this is what I want to do*, and he
12 would either give his blessing, or he would
13 say, *no, pay this one this much say. Take it*
14 *from here*.

15 Q. When I asked Mr. Nestico about this
16 e-mail, he said that all of the insurance
17 companies treated all of the doctors like this.
18 Do you believe that's a credible response?

19 MR. MANNION: Objection.

20 Testifying to somebody else's credibility.

21 Q. Do you believe that's true?

22 MR. MANNION: Objection.

23 MR. BEST: First of all, lower your
24 voice. Secondly, that wasn't the testimony.
25 So, just because you made it up, and tried to

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1 inject it into this question, doesn't make it
2 true.

3 MR. PATTAKOS: Mr. Phillips --

4 MR. BEST: You don't have enough
5 experience to know. But, you don't have to
6 assume that what he is telling you is true.

7 MR. PATTAKOS: Mr. Phillips --

8 MR. BEST: It is not frequently.

9 MR. PATTAKOS: Mr. Phillips, when I
10 asked Rob Nestico about this e-mail, he said
11 that all of the insurance companies treated all
12 of the doctors like this.

13 Q. Do you believe that's true?

14 MR. BEST: Objection. That's not
15 what the testimony was.

16 MR. MANNION: And, does he believe
17 what's true, that the insurance companies do
18 that, or that Rob testified to that?

19 Q. Please answer the question, sir.

20 MR. MANNION: I want to know what
21 the question is. Does he believe what is true?

22 MR. PATTAKOS: He'll answer the
23 question as he understands it.

24 MR. MANNION: Well, I want to know
25 what he is answering.

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1 MR. PATTAKOS: Well, you can,
2 maybe, try to figure it out later, Tom.

3 MR. MANNION: Object to form.

4 A. Well, I would say insurance
5 companies' jobs are certainly to try to reduce
6 costs, and minimize costs, obviously, but have
7 I ever seen any insurance company, in my
8 experience, whether it be with KNR, or Keating,
9 or even on my own, with the veracity and
10 disdain that they did in Ghoubrial's treatment,
11 absolutely not. I've never seen a healthcare
12 provider looked at by the industry like he is.

13 Q. And you were specifically referring
14 to a problem with Dr. Ghoubrial, and his
15 treatment, correct?

16 A. Absolutely.

17 Q. And, these insurance companies
18 reviewing Dr. Ghoubrial's treatment, in this
19 particular way, as opposed to other doctors,
20 correct?

21 A. Correct.

22 Q. You, then, say *if we get a savvy*
23 *client, we can find ourselves in some trouble.*
24 *We are playing awful close to the fire. This*
25 *is especially true, when you factor in what*

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1 *Grange is trying to accomplish.*

2 What are you referring to here,
3 regarding what Grange is trying to accomplish?

4 **A.** Well, I mean, at that particular
5 time, I think it's important to note that from
6 my previous experience, and my previous life,
7 if you will, Rob Roby used to work for me,
8 okay, he was one of my special investigative
9 attorneys. So I know his experience. I know
10 what he's done, and, basically, based on my
11 experience, what I was seeing in the way we
12 were being attacked, when I say *we*, it's KNR,
13 at the time, okay, the way we were being
14 attacked, I believe, we were being set up for a
15 fall. Everybody was, kind of, attacking a
16 different portion of how the firm practiced,
17 and particularly with its relationships with
18 providers.

19 And, I just was honestly, I guess,
20 if I'm being totally honest, I sent this e-mail
21 for two purposes. (1), I was truly trying to
22 protect KNR, because that's who was paying my
23 salary. But, (2), I honestly felt as though I
24 wanted to cover myself, and question this as an
25 attorney. Because, I wasn't sure. I'm not

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1 saying this is unethical. In all honesty, I
2 don't know if it is. That is for someone else
3 to decide. But, to me, it did not feel right.

4 Because, it felt as though we were
5 putting other people's interest, at least,
6 equal, and, sometimes, in my opinion, ahead of
7 the result for the client.

8 **Q.** What other aspects of the firm's
9 practice were being attacked by insurance
10 companies, that you just mentioned?

11 **A.** Well, we had Rob Roby coming in and
12 taking statements on every Grange case. I
13 mean, if there was ever a first party case,
14 they were taking a statement on every single
15 one of them. They were trying to get at the
16 chiropractors, and how clients were referred to
17 us, how they ended up at the chiropractor,
18 which, in all honesty, that's not a concern.
19 In my opinion, the way that, under the law,
20 that Town & Country acquires patients is not
21 against the law, it is not against the rules.
22 You're allowed to do that. But they were
23 certainly trying to paint a picture, and get a
24 larger picture of how the whole operation
25 worked, in particularly, in my opinion, okay,

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1 and based on certain things I was told from
2 people I know in the industry, that they had a
3 serious concern, the industry as a whole, the
4 major players, with Kisling, Nestico and
5 Redick's relationship with health providers.

6 **Q.** You go on to say that *when you are*
7 *running an organization that continues to grow*
8 *at unprecedented rates, you must regularly stop*
9 *and take stock in what is happening around you.*
10 *I am not suggesting that you are not. I am*
11 *simply saying given my experience, I am seeing*
12 *some things that are bringing about concern.*

13 Did you have the impression that
14 the organization was growing at unprecedented
15 rates?

16 **A.** Yes. I would say in Columbus, in
17 particular, like I said, they seem to be
18 entrenched in this area, up in Northeast Ohio.
19 But, in Columbus, you know, KNR was growing at
20 a rate, and really cutting into the market
21 share, which was primarily owned by Scott
22 Schiff and Kevin Kurgis.

23 **Q.** What gave you that impression?

24 **A.** Because, the number of cases that
25 were making their way in. And, also, the

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1 animosity between Schiff and KNR and Kurgis and
2 KNR.

3 **Q.** What did you think of Nestico's
4 response?

5 **A.** I have several feelings about his
6 response. No. 1, I think it's important to
7 note that I was encouraged by Paul Steele to
8 send this e-mail, because he shared my
9 concerns. That's why when I wrote the e-mail,
10 I only sent it to Rob, and I sent it to Paul,
11 copied Paul, of course, because I was going to,
12 you know, basically saying, *Paul is aware of*
13 *this. He wanted me to do this.*

14 **Q.** Let's talk about that first, you
15 and Paul had conversations about this e-mail,
16 and these issues discussed in this e-mail,
17 before you sent it to Mr. Nestico?

18 **A.** Yes, sir.

19 **Q.** Can you talk about that?

20 **A.** I just basically told him, but, I
21 would say, probably, not as politely, because,
22 I mean, listen, I was not trying -- it's very
23 important. I worked for Rob Nestico. I wasn't
24 trying to write an e-mail that could,
25 potentially, put him in any sort of harm.

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1 So I wanted to make sure I was
2 coming across as -- because, I started to get
3 to know Rob, and I didn't want to -- he rules
4 with an iron fist. I didn't want to lose my
5 job over expressing a concern. So I tried to
6 go out of my way to demonstrate that, *listen,*
7 *I'm looking out for you.* Because, I want to
8 succeed here. I want this firm to be healthy.
9 And I want to -- that was my personal
10 motivation.

11 Q. Would you say your concerns in this
12 e-mail were deliberately understated, because
13 you were afraid of offending Mr. Nestico?

14 A. Absolutely.

15 Q. So, you had a conversation with
16 Paul first, or, maybe, more than one
17 conversation, where you didn't pull punches, as
18 much; is that fair?

19 A. That is correct.

20 Q. Okay. Describe how those
21 conversations went?

22 A. Just, like, I can't remember
23 specific language. I would just say, "Listen,
24 Ghoubrial being involved is making these cases
25 impossible to settle. This is creating a

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1 problem. Clients are getting upset."

2 I had more than one client, when I
3 was attempting to settle a case, in fact, I
4 would easily say dozens, and, in fact,
5 possibly, more, that would say, "I didn't even
6 want the damn injections. I don't know why I
7 was sent in there. I never asked for them.
8 They just told me I had to go back to this
9 office, and there is some guy back there with a
10 nurse, telling me I would need a shot."

11 So, the clients were upset that,
12 (A), they didn't understand why they were
13 getting -- I'm not saying all of them. But,
14 some of them were like, "I don't even know why
15 I was getting these injections." And, then,
16 when they found out the cost, and what it was
17 doing to their settlement, then, that made them
18 even less happy.

19 And, then, my concern, when I'm
20 going over a settlement offer, which I'm
21 required to do with a client, is, how do you
22 walk the line, and say *they're not considering*
23 *any of Clearwater's bills.* That's what I
24 didn't know. That's the quagmire for me.

25 So, if I come out and tell them,

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1 "Hey, sorry we sent you to this guy," or that,
2 "Naz Khan sent you to this guy, but they're not
3 considering any of it," you know, if I do that,
4 then, the firm is going to be mad at me. But,
5 at the same time, I have to intelligently
6 convey what the offer is. It was a very
7 difficult line to cross.

8 I mean, so, do I have to fuzzy the
9 edges, and say, "Hey, listen, they have
10 problems with your treatment, as a whole," you
11 know, "They're not honoring all these bills."
12 So, that's, kind of, what I did, rather than
13 just being direct, and saying, "With all due
14 respect, Ghoubrial's involvement is screwing
15 your case up."

16 Q. Because if you would have said
17 that --

18 A. I wouldn't have been employed very
19 long.

20 Q. How do you know that?

21 A. Have you met Rob Nestico? I mean,
22 I don't know what else to say, other than that.

23 Q. Okay. Well, we can get into that
24 more later. So what did Paul say in response?

25 A. He said he agreed, and said, "You

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1 should throw it into an e-mail." So either he
2 agreed with me, or he's a sadist, and wanted to
3 see what would happen to me, when I sent it. I
4 don't know which.

5 But, we had a good relationship,
6 but he told me that he was having the same
7 issues. And I know the other attorneys, Amanda
8 Lance, in particular, had conveyed how
9 difficult it was. And, then, Brian Cabo, God
10 bless his soul, was just kind of clueless,
11 while I was there. I heard he's developed into
12 a fine, fine injury attorney. But, at the
13 time, he was very inexperienced.

14 Q. Did Paul look at the e-mail, before
15 you sent it?

16 A. I do believe I actually showed it
17 to him, yeah. Because I think I printed it
18 out, and showed it to him. And he said, "Yeah,
19 that's good."

20 Q. Okay. He was glad you were sending
21 the e-mail?

22 A. Yeah. As to what his motivations
23 were, like I said, I don't know. I would like
24 to think that he was being sincere, and that he
25 agreed with me. He certainly was in person.

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1 But, is there a part of me that wonders if he
2 just wanted to see what would happen, and watch
3 the -- pardon my language -- the *shit show* that
4 would go down, when I sent it, yeah, maybe that
5 was it. I don't know.

6 **Q.** It would have been harder for Paul
7 to send this e-mail, right?

8 **A.** Oh, he wouldn't dare. But, he also
9 did think, and to his credit, he did honestly
10 believe, I mean, Paul would constantly come to
11 me, and ask insurance questions to me. Paul
12 really saw me as an asset in that area. I
13 mean, he was constantly bringing me his
14 objective cases, and we were talking about how
15 to, potentially, set somebody up in bad faith,
16 or to leverage our position to where they would
17 maximize the offer.

18 I would say, even though, Paul, in
19 my opinion, is an exceptional attorney, you
20 know -- a lot of people on this side of the
21 business, and I'm not speaking to Mr. Reagan,
22 because I know he understands it -- don't
23 understand how insurance really works, to be
24 quite honest. So, that intimate knowledge, and
25 to know how to press the buttons to elicit a

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1 higher offer for your client, is a skill set.
2 And, it does take intimate knowledge, as to how
3 insurance companies tick. And, how the request
4 for authority are managed within an
5 organization, okay, and how to leverage that
6 fact. So, Paul and I would talk about that
7 quite often.

8 And he did think that it would be
9 well-received. I remember him, specifically,
10 saying, "Coming from you, with your experience
11 in the insurance industry" -- basically, I
12 think his thought was *Rob won't come down on*
13 *you as hard, if you bring it.* That's,
14 basically, what was inferred to me.

15 **Q.** When you say *Paul wouldn't dare*
16 *send an e-mail like this*, is that, in part,
17 Paul had more to lose?

18 **MR. MANNION:** Objection.

19 **A.** I wouldn't know that for a fact,
20 but that was my impression, yes.

21 **Q.** So, what did you think of Nestico's
22 response? What do you think about it?

23 **A.** I had several concerns, I guess, I
24 would say. I mean, was it -- I think you can
25 see by my response to him. That kind of sums

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1 it up. I didn't feel as though it was
2 well-received. You know, I had been nothing
3 but loyal to that organization, and trying to
4 find ways to make us better.

5 Because that is what Rob said to
6 me, when I met with him, he had made the
7 overtures to me that I was the perfect person
8 to come on, at that time, because he was
9 thinking about opening an office in Kentucky.
10 And Paul was licensed in Kentucky, so he said
11 it would be obvious, if he opened in the
12 Cincinnati and Kentucky area, that Paul would
13 probably move there, and that I would be a good
14 candidate to potentially manage, given my
15 experience.

16 So, this is one of the things that
17 I was actually trying to show him that I'm
18 looking, not at just handling my cases, but
19 looking at how the office operates as a whole.
20 Clearly, in his opinion, I overstepped my
21 bounds.

22 And, I -- certainly, he didn't care
23 for the fact that I sent him an e-mail, and
24 said, *you can throw this away, you can do*
25 *whatever you want*, and, then, he has to go

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1 copying a bunch of people, or additional
2 people, on this thing, and, basically, *pantsing*
3 me in front of people that weren't even
4 involved in the initial conversation.

5 **Q.** When he says in response, *are we*
6 *not considering our clients' interests, when*
7 *they have signed an LOP, and could get sued by*
8 *Clearwater or Dreyfus, or any other doctor the*
9 *insurance company does not agree with their*
10 *bill*, who is Dreyfus, do you know?

11 **A.** Dreyfus is a collection firm that
12 works for one of the hospitals, I'm assuming.
13 I'm trying to see where he said that in here.
14 But, I mean, I don't even know what Dreyfus has
15 to do with anything here. They're not a
16 provider. They're a collection law firm.

17 **Q.** When he says *if it wasn't for M.D.s*
18 *willing to do this work, who would care for*
19 *these victims*, do you believe there is a
20 shortage of doctors available to treat personal
21 injury victims, car accident victims, in the
22 Columbus area?

23 **A.** Oh, no, not at all.

24 **Q.** You don't have any problems finding
25 doctors to treat your clients, do you?

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1 **A.** No. And, if you do have an issue
 2 in a particular area, and you're dead set on
 3 operating under a Letter of Protection, you
 4 know, if you, because your client -- I know
 5 that Rob likes to tout that none of the clients
 6 there have health benefits, which, honestly,
 7 couldn't be further from the truth. But, that
 8 said, if you wanted to -- there is some
 9 reasoning for operating under a Letter of
 10 Protection, even if someone has health
 11 benefits. Because it might be more
 12 advantageous for, No. 1, to get them to a
 13 better doctor, and No. 2, it's more
 14 advantageous for the settlement.
 15 So I'm not trying to villainize him
 16 for that. I endorse letters of protection, I
 17 believe that they are a necessity in this
 18 business, especially, given ROBINSON v. BATES,
 19 you know, the landscape absolutely favors the
 20 insurance company. It does. Okay.
 21 But, letters of protection are only
 22 good, when you are attempting to settle that
 23 case, you are making your client's interest
 24 paramount. And, to be quite honest, as a
 25 business person, and a firm manager or owner,

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1 or even speaking personally, if I'm working
 2 with a doctor, and they're not willing to
 3 reduce their bill, then, I'm going to find
 4 another doctor moving forward.
 5 Why didn't -- I can tell you there
 6 is someone other than Samuel Ghoubril in this
 7 state that will do this work. There are even
 8 people in Columbus that don't have to pay for
 9 fuel and a jet to fly down to treat people.
 10 **Q.** If you're working with a doctor,
 11 and they're not willing to reduce their bill,
 12 or if the insurance company is refusing to
 13 consider any of their treatment as legitimate,
 14 as well, correct?
 15 **A.** Yes.
 16 **Q.** You'll find another doctor to treat
 17 the clients?
 18 **A.** Moving forward, certainly, yes.
 19 **Q.** Okay. Mr. Nestico goes on to write
 20 *any discussion of not considering a doctor's*
 21 *bill will result in litigation, even if that*
 22 *means every Nationwide case.* What did you
 23 understand him to mean here?
 24 **A.** Basically, don't worry about it.
 25 Just send the file to *//t*.

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1 **Q.** Do you understand that he was,
 2 basically, telling you *we're going to keep*
 3 *sending clients to Ghoubril no matter what*
 4 *these insurance companies are saying or doing?*
 5 MR. MANNION 4: Objection.
 6 **A.** You're asking my understanding?
 7 **Q.** Yes.
 8 **A.** My understanding of all of this is
 9 stay off Ghoubril. That's what it was. This
 10 is above your pay grade. Stay off of
 11 Ghoubril. That's what my understanding was.
 12 That's my interpretation.
 13 **Q.** *Stay off of Ghoubril*, meaning,
 14 don't talk about it?
 15 **A.** Leave him alone, yes, we'll keep
 16 doing what we're doing.
 17 **Q.** What is your understanding of why
 18 it was so important that the firm's clients
 19 continue to treat with Ghoubril, even though
 20 they were going to be put through litigation on
 21 cases that might have otherwise settled with
 22 another doctor?
 23 MR. MANNION: Objection. For about
 24 a hundred reasons. But, go ahead.
 25 **A.** I would need you to repeat that

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1 question. You kind of lost me on the way.
 2 **Q.** Why was it so important -- what was
 3 your understanding of why it was so important
 4 to Mr. Nestico that the firm clients continue
 5 to treat with Ghoubril, despite the concerns
 6 you raised in your e-mail?
 7 MR. MANNION: Objection.
 8 **A.** I have no specific knowledge of
 9 that. I mean, it's all innuendo, you know,
 10 from people in the office. I would ask, and
 11 they would just say that Rob and Mr. Ghoubril,
 12 Dr. Ghoubril, excuse me, were close friends.
 13 That's all I would hear.
 14 **Q.** Did you hear anything else along
 15 those lines?
 16 **A.** Nothing that I would be willing to
 17 say on the record here, no. Because, I don't
 18 know if the veracity of it, and certainly I
 19 don't want -- my job here is not to -- I'm here
 20 to answer questions. I'm not here to attack
 21 Rob Nestico. I'll give you my opinions, when I
 22 can. But, I don't want to speak to the rumor
 23 and innuendo that went around.
 24 **Q.** So, you heard rumors about
 25 Mr. Nestico and Mr. Ghoubril's relationship,

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1 that you don't want to share on the record?

2 MR. MANNION: It's Dr. Ghoubrial.

3 MR. PATAKOS: Dr. Ghoubrial, thank
4 you. Sorry.

5 A. Yes, of course, I did. But, my job
6 is not to -- like I said, I'm not going to
7 speak to something that, you know, I would say,
8 just to sum it up, they were very close.

9 Q. Okay. Now, nowhere in this e-mail
10 does Mr. Nestico advise you, or instruct you,
11 to make the client aware of what's happening
12 between Nationwide and Dr. Ghoubrial, does he?

13 A. No.

14 Q. Okay. Did Nestico or Mr. Steele or
15 Ms. Brandy, or any of your supervisors at the
16 firm, ever instruct you to advise the clients,
17 when the insurance companies were taking this
18 kind of position against a particular
19 provider's treatment?

20 A. No.

21 Q. And, if I'm understanding your
22 testimony before, you knew that, if you did
23 that, it would put your job in jeopardy,
24 correct?

25 A. I believed, if I did that, yes.

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1 Q. Okay. Did you ever become aware of
2 any of the firm's policies actually changing,
3 in response to the concerns that you raised?

4 A. No. They didn't change, at all, to
5 my knowledge.

6 Q. Did you have other conversations
7 with Mr. Nestico about these issues that you
8 can recall?

9 A. Yeah, I did. He specifically came
10 to Columbus, not too long after this e-mail
11 exchange, and, you know, came into my office,
12 and we spoke for quite a long time. I think he
13 was obviously afraid, given my response, that
14 his response to my e-mail was not well-received
15 by me, and he was correct. So, he wanted to
16 come down, and, you know, put his arm around
17 me, and say, "Hey, this is why we're doing it."
18 I always referred to Rob as a keyboard warrior.
19 But, in person, he's engaging, and will say,
20 "Hey, listen, I had to say that. I had to do
21 that. We just need to keep towing the line and
22 doing what we're doing. It's working. Just do
23 what you have to do." That was basically it.
24 But, we talked about a lot of varying factors
25 there, not specific just to Ghoubrial, just in

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1 generalities. But, basically, I was told *stay*
2 *the course, and you will do what you're told to*
3 *do.*

4 Q. And it's working?

5 A. And it's working, yes.

6 Q. Do you believe Dr. Ghoubrial was
7 systematically overcompensated for his work on
8 behalf of KNR clients?

9 MR. MANNION: Objection.

10 MR. MANNION 4: Objection.

11 A. I guess, can you rephrase that.
12 I'm not sure exactly what you're asking me.

13 Q. Well, you were aware, weren't you,
14 of other doctors who would provide the same
15 treatment for a lower price?

16 MR. BARMEN: Objection.

17 A. Certainly through health benefits,
18 yes. But, also, we always had other options.
19 You can contact Key Health. They operate,
20 essentially, under a Letter of Protection, and
21 they have droves of doctors that do the same
22 thing.

23 Q. Well, isn't it true that
24 Dr. Ghoubrial would charge anywhere from
25 between \$800 to \$1200 for injections that other

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1 doctors in the area would charge \$300 to \$400
2 for?

3 MR. BARMEN: Objection.

4 MR. MANNION: Objection.

5 A. I would say, based on what I've
6 seen since then, yes, there are other doctors
7 that will give the same injections more
8 cheaply, specifically, with health benefits
9 involved, of course, too. But, there are other
10 doctors that I personally deal with that their
11 bills don't get questioned, even if they're
12 higher than Dr. Ghoubrial's, to be quite
13 honest.

14 I think a lot of the issue that the
15 industry insurance has is how people end up
16 with Dr. Ghoubrial. Okay. And, the people I
17 conduct business with, and engage, and my
18 clients utilize, you know, they get referred
19 for injections from an orthopedist, not a
20 chiropractor. Okay? They go have an
21 orthopedic visit. They look at an MRI. They
22 discuss what's going on, and, then, they
23 provide injections, not just straight from a
24 chiropractic treatment into a back office, and
25 get shots.

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1 Q. So, Ghoubrial would treat the
2 clients at Town & Country, correct?

3 A. That's my understanding, yes.

4 Q. And, how did you form that
5 understanding?

6 A. That's what my clients told me.

7 Q. What do you understand about how
8 this works?

9 A. I can just remember one specific
10 client that really stands out. She said she
11 just walked back there, which I thought this
12 was the funniest thing ever, guys. So, please,
13 I'm not saying this for any other reason than
14 levity here. She walked back there, and she
15 said she saw a small, what she thought was
16 someone who looked Middle Eastern to her,
17 doctor, standing there with gloves in his
18 hands, and a very active nurse lighting a
19 cigarette, putting it in his mouth, and he
20 grabs a needle, and says, "Get on the table.
21 Bend over." And he gave her a shot. I said,
22 "He was smoking, while he was treating you?"
23 She said, "Yeah. Yeah, he was." I was like,
24 "Are you kidding me?" I just thought that was
25 hysterical.

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1 Q. And this was at Town & Country?

2 A. At Town & Country, yes.

3 Q. Okay. You understood that
4 Ghoubrial would fly down to Columbus on a
5 plane?

6 A. Yes.

7 Q. How did you know that?

8 A. That's what I was told.

9 Q. By whom?

10 A. Everybody at the Columbus office.

11 Q. Paul Steele?

12 A. Yeah. Amanda, and, actually, my
13 paralegal had gone, if I'm not mistaken, to the
14 airport, when Mr. Reagan flew down, Amy
15 Sherman, my current paralegal had driven to the
16 private airport to pick up Mr. Reagan who flew
17 down with Sam, Dr. Ghoubrial, on his plane.

18 Q. Can you recall, other than the
19 complaints that you've discussed previously
20 about the fact that they didn't think they
21 needed, or wanted injections, or the cost of
22 this treatment coming out of their settlement,
23 do you remember any other particular complaints
24 that your clients had about Dr. Ghoubrial?

25 A. Well, the ones that were having

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1 negative reactions to the injections. You
2 know, some of them did, whether they would be
3 allergic-type reactions, or I'm not saying he
4 was committing malpractice, or anything,
5 because I honestly don't know. But, there were
6 some people that were suffering side effects
7 from the treatment. And, I know that one time,
8 I was spoken to, because I told that person to
9 get to a medical doctor immediately, and have
10 them look at it, and see what's wrong. And,
11 then, I was told, "No, you need to make sure
12 that person goes back to Ghoubrial to talk
13 about it."

14 Q. Who told you that?

15 A. Paul.

16 Q. Any other complaints that you can
17 remember from a client about what happened at
18 Dr. Ghoubrial's office, or being treated by
19 him?

20 A. I mean, the same client that talked
21 about him smoking the cigarette said he -- she
22 accused, she alleged, that he slapped her ass a
23 couple times, pardon my language, but that was
24 to quote her, and that was nowhere near where
25 she was being injected.

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1 Q. She was upset about it?

2 A. Oh, yeah. Her husband was in jail,
3 and he was affiliated with a gang, and she said
4 if he were out, he would see that man dead. So
5 she was very upset about it.

6 MR. MANNION: I guess we better
7 find out who that is, and let Ghoubrial know he
8 has to watch out.

9 THE WITNESS: I don't think the guy
10 is getting out. So I think he is safe.

11 MR. MANNION: Still, gang members
12 on the outside.

13 THE WITNESS: That is true. I
14 think her name was Brandy, if I remember right.
15 I can't remember the last name.

16 Q. So, in your experience, Dr.
17 Ghoubrial was regularly paid a high percentage
18 of his bills --

19 MR. BARMEN: Objection.

20 Q. -- from the KNR clients'
21 settlements, correct?

22 A. I would say that the reductions
23 that were approved, were much smaller with
24 respect to Ghoubrial's treatment than with
25 other providers, yes.

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1 Q. Even with other M.D.s?

2 A. Didn't really deal with any other
3 M.D.s.

4 Q. Okay.

5 A. Unless it was through somebody's
6 health benefits, and they were already paid.

7 Q. What, in your experience, was a
8 typically write down that Dr. Ghoumbrial would
9 accept?

10 MR. MANNION: Objection.

11 A. Generally speaking, from my
12 knowledge, and what Rob would approve, and
13 there were some exceptions, few, but some, but,
14 generally speaking, he would be paid in the
15 neighborhood of eighty-plus percent of his
16 bill. And, I guess, that would lead me to
17 this, you were asking previously about any
18 other discussions that I had with Rob, because
19 of my concerns about Dr. Ghoumbrial, I tried to
20 appeal to the business person in Rob, and say,
21 "Well, Rob, you clearly have an established
22 relationship with Town & Country." I said,
23 "One of the things that I noticed is, when I
24 just have Town & Country on a case, I'm limited
25 as to how much I can cut their bill. But, if

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1 Dr. Ghoumbrial is involved, I'm allowed to cut
2 their bill a lot more so that Dr. Ghoumbrial can
3 be paid more.

4 And, I said, "My fear, as a
5 business person, is that if Dr. Khan ever
6 figured out that her percentages were going
7 down significantly on cases involving Dr.
8 Ghoumbrial, that could create a problem with the
9 business relationship he has with her. He was
10 not concerned about that.

11 Q. Is it possible that Dr. Khan just
12 understood that that was going to be the
13 arrangement on cases that Ghoumbrial was
14 involved with?

15 A. It is possible.

16 MR. MANNION: Objection.

17 MR. MANNION 4: Objection.

18 Q. So, it was your experience that
19 Dr. Khan received similarly preferential
20 treatment, in terms of the write-offs that were
21 negotiated with her from the firm's
22 settlements?

23 MR. MANNION: Objection.

24 A. I don't know that that's a fair
25 statement. I think that any chiropractor that

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1 works off of a Letter of Protection anticipates
2 that the bill is going to be attempted to be
3 negotiated down to a degree. But, again, Rob
4 controlled that, so I don't know. You just
5 started learning what you could get by with to
6 try to get Rob to approve it. You know what I
7 mean?

8 So there would be cases, where
9 you're looking at your write-up, and you're
10 going to coordinate it in such a way that --
11 you just knew, when you asked for the
12 reduction, even though you might want to ask
13 for more, you knew it wasn't -- because, it's
14 been rejected so many times, once you tried to
15 get more, that you just kind of knew what he
16 was going to approve and what he wasn't.

17 Q. Well, how would you say Town &
18 Country's bills were treated, in terms of how
19 they were getting reduced compared to, maybe,
20 other chiropractors that you worked with?

21 MR. MANNION: Objection.

22 A. I don't know that it was that much
23 different. Would I have more flexibility with
24 people that were "Less important," or "less
25 voluminous" with the firm, yes. I think,

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1 really, the impression I got is that it was all
2 dependent on the state of the relationship with
3 the health provider. But, Khan was clearly the
4 golden goose. There's no doubt about it.

5 Q. So, it's your experience that the
6 more business the firm did with a particular
7 provider, the less likely it was that that
8 provider would write down amounts owed?

9 MR. BEST: Objection.

10 A. I think that might be a bit
11 sweeping, because you have to remember, too,
12 there's a flip side to that argument, and that
13 if they're getting more work, there are,
14 probably, some instances where they would be
15 more willing to cut more. You know what I
16 mean? So, I think, it's just numbers-driven.

17 But, do I believe that we should,
18 on cases where it was just Town & Country
19 treatment, and no Dr. Ghoumbrial involved, do I
20 think we should have been able to cut more,
21 yeah, because he agreed to cut them when
22 Ghoumbrial was involved further, why couldn't we
23 cut them further when Ghoumbrial wasn't
24 involved? Dr. Ghoumbrial, I apologize.

25 Q. So you were talking about Rob being

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1 responsible for all of the write-offs, can you
2 talk more about this, and, I guess, I'll start
3 by asking you, it's common practice in the
4 personal injury field for treating providers to
5 take substantial write-offs to help insure that
6 settlement is made, correct?

7 MR. MANNION: Objection to form.

8 A. Yes. And, in most situations, it's
9 largely dependent upon what the offer is, and
10 the result for the client, at least, that's how
11 I operate on my own now. You know, I don't
12 know exactly. All I know is that I became
13 accustomed to knowing what Rob was going to
14 approve, and what he wasn't going to approve,
15 because he rejected a lot of my -- and,
16 sometimes, he wouldn't reject, he would just
17 say, I would send the proposed reductions, and
18 the breakdown, saying *this is our fee*, and if
19 there is a reduction to that that I'm
20 requesting. *This is the bill. This is the*
21 *cost, da, da, da*, run through with *this is what*
22 *was billed, this is what I would like to reduce*
23 *it to. This is the result from the client.*

24 And, you would get a, *no, take this*
25 *much more from Town & Country. Take this from*

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1 *the settlement. Pay this.* You know, and that
2 would sometimes be his response. Or, actually,
3 most of the time, that would be his response,
4 when he didn't agree with the reduction. So he
5 would shift the money around.

6 Q. And, then, that from him would be
7 the final word from what you would present to
8 the client. You didn't have to follow-up with
9 any of the providers yourself?

10 A. Correct.

11 Q. When we spoke on the phone some
12 months ago about this case, you told me that
13 you believe that Nestico was not cutting Town &
14 Country's bills nearly as much as he should
15 have, or nearly as much as any comparable
16 personal injury firm would have negotiated with
17 a comparable chiropractor. And, specifically,
18 you said that Town & Country was often paid 70%
19 of their bills from KNR client settlements,
20 where, under more standard practices, they
21 wouldn't have been paid more than 50% for the
22 same treatment?

23 MR. MANNION: Objection.

24 A. In my opinion, yes, absolutely,
25 that's why I said, the thing that I -- I

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1 couldn't stand the contradiction within things,
2 when Ghoumbrial was involved. That's why. I
3 mean, not just in situations where insurance
4 companies weren't even considering his
5 treatment, but with the way the things would
6 break down.

7 How come it's okay to cut Town &
8 Country down to 40%, if Ghoumbrial's involved,
9 and pay him 80%? But, then, when I had another
10 case that's tough, and it's just Town & Country
11 treatment, I'm only allowed to cut them 25% or
12 30%. That wasn't logical to me. It didn't
13 make sense.

14 That's why my concern was that, if
15 people started looking at him, and I'm working
16 there, that they could interpret this, as
17 meaning there is just an overwhelming disparity
18 in how Dr. Ghoumbrial was treated, comparatively
19 speaking.

20 Q. Okay. Exhibit 3, let's look at --

21 MR. MANNION: The witness is
22 reading a document. Can we see it? You're not
23 supposed to show any document to the witness,
24 before counsel has a chance to see it.

25 MR. PATTAKOS: Take your time. You

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1 can all take your time. I'm not in any hurry.
2 Sorry, Tom.

3 - - - - -

4 (Thereupon, Deposition Exhibit 3, An
5 E-mail Exchange sent by Kelly
6 Phillips to Rob Nestico and Paul
7 Steele dated December 2, 2014, was
8 marked for purposes of
9 identification.)

10 - - - - -

11 Q. Can you describe what's going on in
12 this exchange, and just start from the e-mail
13 on the second page that you sent to Nestico and
14 Steele, *Settlement Figures for Approval.*

15 A. Yes. This is kind of how it would
16 break down, when you requested a reduction.

17 Q. So, let me ask you this, here,
18 *referred by PNC, American Family only crediting*
19 *three hundred of Clearwater bills, citing*
20 *duplication of billing and usual and customary.*
21 First of all, why did you put *referred by PNC*
22 there?

23 A. I guess that enlightens -- because,
24 he needs to know, because my understanding of
25 it is, if it's a referral to KNR, he might look

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1 at the deduction differently, whether we
2 referred the case to them, or referred to him.
3 And, I think, my best guess that it would be
4 that's because she, probably, has a marketing
5 fee associated, when she acquires the client.

6 MR. MANNION: Move to strike. That
7 is outrageous.

8 Q. Is there any other reason that you
9 can think of --

10 MR. MANNION: You don't have a
11 single piece of evidence to say that, none.

12 MR. PATTAKOS: Sir --

13 MR. MANNION: Why are you saying
14 that?

15 MR. PATTAKOS: You can ignore --

16 MR. MANNION: It is pure
17 speculation, and you know it.

18 THE WITNESS: Why are you yelling
19 at me?

20 MR. MANNION: Well, why are you
21 saying things like that?

22 THE WITNESS: I'm answering the
23 question, and I said --

24 MR. MANNION: Do you have any
25 evidence of that?

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1 THE WITNESS: -- I was guessing.

2 MR. MANNION: Do you have any
3 evidence of that?

4 THE WITNESS: Yes, sir, you're
5 right.

6 MR. PATTAKOS: Kelly, you can --

7 THE WITNESS: Tom, I do not have
8 any evidence of that.

9 MR. MANNION: Thank you.

10 MR. PATTAKOS: You can ignore him.

11 THE WITNESS: I'm going to
12 acknowledge him. He's a professional.

13 MR. MANNION: Thank you very much.

14 A. But, yes, I have no direct
15 knowledge for the record that that's what
16 happened. But, we were required, in our
17 submission, to either say *referred from Town &*
18 *Country*, or *us to Town & Country*.

19 Q. You had to know what you knew about
20 the referral on every single one of these,
21 didn't you?

22 A. Yes.

23 Q. And, that's why you put that there,
24 correct?

25 A. Yes. And, I would say that my

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1 response, previously, would be nothing more
2 than an assumption. I apologize. So, it
3 wasn't intended to enrage anybody. I
4 apologize.

5 Q. I would call that an inference that
6 is supported by the facts.

7 MR. BEST: Or, a wild-ass guess.

8 MR. MANNION: Unbelievable.

9 Q. Are you aware of any other reason
10 that would be there? Do you have reason, as an
11 experienced personal injury attorney, do you
12 have any other reason why that would be listed
13 there, in terms of how the case came to the
14 firm?

15 MR. MANNION: Objection.
16 Speculation. Lack of personal knowledge.

17 A. As to this specific, I don't have
18 any personal knowledge.

19 Q. As to why that would be the firm's
20 practice, is there any other reason you can
21 think of that --

22 A. The only reason I can think of --

23 MR. MANNION: Wait. I'm putting an
24 objection on the record, speculation. Lack of
25 personal knowledge. Go ahead.

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1 A. Okay. Yeah, to answer your
2 question, the only logical reason to track
3 whether or not it was referred by them to us,
4 or us to them, is, because, logically speaking,
5 if it was referred by Town & Country, and they
6 mark it, those marketers don't work for free.
7 So there may be some marketing costs associated
8 with that. So, there could be some limitations
9 as to -- and that's fair on Rob's part in all
10 honesty, I think. You know, if there were some
11 costs associated with them, are you going to
12 make them eat a cut, plus those costs? I mean,
13 to me, I don't think that's totally illogical.

14 Q. Do you think it's fair to the
15 client?

16 A. Not necessarily, no. But, I can
17 understand it, as a business person.

18 Q. Sure.

19 A. And, I would say for the record, I
20 don't think KNR, or Rob Nestico in particular
21 would be exclusive in that regard, thinking
22 that way.

23 Q. Uh-huh.

24 A. I think that any injury attorney
25 that has a relationship with a medical

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1 provider, or that a lot of their clients see
2 specific medical providers, would take that
3 into consideration, because you don't want to
4 alienate the business relationship.

5 Q. Understood.

6 THE WITNESS: You feel better about
7 that, Tom?

8 MR. MANNION: Yes.

9 THE WITNESS: I wanted to qualify
10 that.

11 MR. MANNION: Sorry about that.

12 THE WITNESS: No. That's all
13 right, Bud.

14 Q. So, Mr. Nestico says *get something*
15 *in writing from them regarding Clearwater?*

16 A. Yes. And, I did.

17 Q. And, what is your understanding of
18 why he wanted you to do that?

19 MR. POPSON: Objection.

20 A. I honestly wouldn't begin to know.
21 I would be speculating.

22 Q. What does it mean when you write in
23 your e-mail *American Family only crediting*
24 *three hundred of Clearwater bills, citing*
25 *duplication of billing and usual and customary?*

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1 A. It means that they feel that there
2 were duplicate charges, and his charges were
3 beyond the usual and customary charges in that
4 particular region for the same type of
5 treatment.

6 Q. So there was a Clearwater bill of
7 \$1,380 here, and American Family told you that
8 they would only credit \$300 of it?

9 A. Correct.

10 Q. Does that mean that they would pay
11 the \$300?

12 A. No. That means that they were only
13 using \$300 in their evaluation. So, when
14 they're adding up the special damages, that
15 treatment was only being credited with \$300, as
16 opposed to \$1,380.

17 Q. And, then, they would settle for
18 something less than that, typically, correct?

19 A. Well, then, they would throw the
20 general damages on top of it. That's why when
21 you are doing this, you, kind of, play the
22 numbers game once you get them to their top
23 offer.

24 Q. I understand. So, in sum, you've
25 submitted \$5,400 in medical bills for

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1 compensation, and they are only willing to
2 credit \$2,005 for this, is what the response
3 from American Family states?

4 A. Yes, sir.

5 Q. And, it was your experience -- I
6 understand we don't have the documents here
7 showing what Ghoumbrial was ultimately paid on
8 this case, but based on your experience, you
9 expect that he was paid, approximately, 80% of
10 that, of the whole \$1,380?

11 MR. BEST: Objection.

12 MR. MANNION: Of which case?

13 A. Yeah, I don't know the outcome of
14 this case. I didn't see -- I don't know what
15 the response was. I only have up to where I
16 got the response from American Family, and I
17 can't recall this specific case.

18 Q. Well, I guess, when I asked you
19 before, when you said that Ghoumbrial would
20 typically be paid 80%, upwards of 80%, of his
21 bills --

22 A. Uh-huh.

23 Q. Are you referring to the amount
24 that he billed, or the amount that the
25 insurance companies would come back and say

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1 they were crediting?

2 A. No. He would generally be paid 80%
3 on cases.

4 Q. Of what he billed?

5 A. Yes. But, now, I also said there
6 were exceptions. Okay. But, there weren't
7 many. I would say on an overall, the majority
8 of cases, he was paid, approximately, 80%. I
9 mean, there were circumstances, if we had
10 disputed liability, if it was an extremely
11 low-impact case, and they realized that it
12 might not be -- and, again, I'm speculating
13 about Rob's -- what might be going on in his
14 head. But, if he is thinking, *hey, this isn't*
15 *going to be good in a jury situation --*

16 MR. MANNION: Objection.
17 Speculation.

18 A. -- then, again, I can see that I
19 was speculating. Anyways, I would just say, in
20 my belief, yes, there were certain situations
21 where Rob would have paid Ghoumbrial less, but,
22 not regularly, is what I'm saying. So, I can't
23 sit here and say Ghoumbrial was paid 80% every
24 single case.

25 There were situations under certain

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1 circumstances that Rob would concede, and say,
2 "Yes, we need to pay him -- I will agree to a
3 bigger reduction with Ghoubrial." It just
4 didn't happen often. Sorry, it took a long way
5 to get there.

6 **Q.** Did you ever become aware of -- did
7 Dr. Khan, Town & Country or Dr. Ghoubrial ever
8 accept a client's health insurance, in your
9 experience?

10 **A.** To my knowledge, no.

11 **Q.** What do you remember about the KNR
12 investigators, the ones for whom the
13 investigation fee was charged on nearly every
14 client file?

15 **MR. MANNION:** Objection.

16 **MR. BEST:** Objection to the form of
17 the question, which is testifying and making up
18 facts.

19 **A.** Well, I don't know that it's nearly
20 every file. It was every file, to my
21 knowledge. I don't recall there ever not being
22 an investigator fee, unless someone came into
23 the office, and you met with them. But, that
24 happens so very rarely.

25 The investigator's role, which I

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1 find that title just hysterical. Their role
2 was to go out, and when called upon, go meet
3 the client, and facilitate the conversation.
4 Get it to a point, where they felt they had the
5 client *onboard*, I guess, I would say. And,
6 then, when it came to the point where they
7 thought they needed to discuss the forms to
8 solidify the representation by KNR, they would
9 call into the office, and like I said, the
10 phone would ring that special ring, and you
11 would get it, and, then, you go over the forms,
12 and to use again the term, which is, I'm not
13 trying to say this is a bad term, but it was
14 referred to as *roping them in*.

15 *You roped the client in*, went over
16 the forms, made sure they understood them, and
17 entered some more information in the system for
18 that particular biographical information,
19 things of that nature. And, the guys that were
20 really good at that, could get that call done
21 in five minutes. I was chastised, because I
22 was taking too long talking to them, getting
23 more information than was necessary.

24 **Q.** To the clients?

25 **A.** Yes.

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1 **Q.** You were chastised for talking too
2 long to the clients?

3 **A.** Yes, my intakes were taking too
4 long.

5 **Q.** How long were they taking?

6 **A.** I don't know, fifteen minutes,
7 twenty minutes, maybe.

8 **Q.** As opposed to five minutes?

9 **A.** Yeah.

10 **Q.** So, the primary purpose of the
11 investigators was to get the client signed up,
12 correct?

13 **A.** Yes.

14 **Q.** As quickly as possible?

15 **A.** Yes.

16 **Q.** So, when that special ring rings
17 in, that it's an intake, and someone jumps to
18 answer the phone, gets someone on the phone,
19 you were instructed to send an investigator
20 within twenty-four hours, correct?

21 **A.** Oh, if it was an in-coming call to
22 KNR?

23 **Q.** Sure.

24 **A.** Yes. Yes, you were to -- unless it
25 was an objective injury, then, those were

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1 circumstances they might approve you actually
2 going to the office, as a lawyer, to meet that
3 person.

4 **Q.** Going to the chiropractor's office?

5 **A.** No. Like I said, if it's an
6 objective injury, like, you might go to the
7 hospital, where the person is, or whatever.
8 But, if it was going to be -- you tried to get
9 people set up with the chiropractor, make sure
10 an investigator was going to be there within
11 twenty-four hours, yes.

12 **Q.** Okay. You estimated, in our
13 previous conversations, that you settled,
14 approximately, five hundred cases on behalf of
15 KNR clients, during your time with the firm; is
16 that accurate?

17 **A.** Yeah. It's a guess. I can't
18 remember. It's all a blur, at this point,
19 yeah.

20 **Q.** But, you made your numbers?

21 **A.** Yeah. I hit my marks, yeah.

22 **Q.** Every month?

23 **A.** Yeah.

24 **Q.** And, most of your cases were

25 \$10,000 or less?

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1 A. I would say the majority, yeah, for
2 sure.

3 Q. So you handled a lot of cases?

4 A. Yeah.

5 Q. And, in all these cases, did you
6 ever become aware of an investigator doing
7 anything, at all, to help the client's case,
8 apart from obtaining the client's signature on
9 the KNR fee agreement, or, maybe, taking some
10 photos, while they were out doing that?

11 A. Well, I was going to say, yeah, Wes
12 Steele, in particular, if they drove the
13 vehicle there, he was one of the investigators.
14 He would take pictures, occasionally, if he
15 could, which, I guess, could be beneficial in
16 that situation, sure.

17 Q. Anything else you can recall an
18 investigator doing to help a client's case?

19 A. No.

20 Q. Ever recall Wes, or any of the
21 other investigators, going out of their way to
22 take photos, or was it just that they were
23 doing this, while they were getting the fee
24 agreement signed up?

25 A. I think Wes was just a good guy. I

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1 think he was, in his heart, trying to help. I
2 like Wes Steele. I think he's an amazing human
3 being. But, no, it was quite clear their
4 function was to get the clients, and get them
5 on the phone with us. If it was, specifically,
6 just a referral from Town & Country, or
7 Westbrook Chiropractic, or whomever, but
8 primarily Town & Country, to make sure that
9 they got them to a point where they would be
10 willing to discuss the forms, and solidifying
11 the relationship between KNR, and that
12 particular patient, or prospective client.

13 Q. So the investigator spent quite a
14 bit of time at Town & Country?

15 A. Yeah, for sure.

16 Q. Did you ever complain to anyone at
17 KNR about the investigation fee?

18 A. Oh, yeah. Yeah.

19 Q. Can you recall that, please.

20 A. Well, I asked Paul, I said, "Well,
21 we tout that it's a free consultation." I
22 said, "I don't understand how we can charge."
23 And, I actually did, specifically, say, "Some
24 day, somebody's going to bring this up, and
25 this is going to hurt this firm, in my

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1 opinion." And, Paul said that I was simply to
2 tell the clients that these were costs
3 associated with securing the relationship.

4 Q. Did you ever speak with Nestico
5 about this?

6 A. I don't -- no. I wouldn't dare.
7 Not that topic. And, I guess, I said -- the
8 one thing I would say, sorry, I want to
9 complete my answer, is that, specifically, I
10 told Paul, "Isn't this part of our fee?" I
11 mean, "Isn't the securing of the case -- that's
12 overhead." You know, "That should come out of
13 our fee. It's a free consultation." And, I
14 still feel that way.

15 Q. Do you have any recollection of any
16 other complaints that you made to either Paul,
17 or Mr. Nestico, or any other firm managers, or
18 supervisors at the firm, about practices that
19 the firm engaged in?

20 A. Well, we've covered concerns with
21 Dr. Ghoumbrial with the investigative fee, with
22 the disparity between reductions, whether
23 Ghoumbrial be involved, or things of that
24 nature. I certainly disagreed, even though,
25 you know, *hey, it's up to them how they want to*

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1 *run their firm*, how objective cases were
2 disseminated. That to me was just a major
3 concern, not just because it's an impact
4 financially, it's just, you're getting the more
5 experienced people to the more difficult cases.
6 That's securing, you know, nine times out of
7 ten, securing a better outcome for the client.
8 And not rewarding somebody who can pick up the
9 phone, and rope a client in, while they are
10 sitting at a chiropractor's office. To me,
11 that's not logical. But that's a personal
12 opinion. I don't know that that's wrong. I
13 guess, that's just a business choice.

14 So, I guess, just, my overall
15 concern was the sheer volume, and his quest, in
16 his own words, *to get them all*. I just, I
17 think that, when you start a machine, like,
18 KNR, which is an impressive machine, I mean, I
19 have to give the guy credit, and the guys
20 credit, I should say. It just takes more and
21 more to fuel the machine, as it continues to
22 grow. And, I think that the quest for the
23 almighty intake to pay for the advertising, to
24 pay for the people looking at police reports in
25 your firm, and sending out legal binders, and

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1 sending out mailers, it just becomes, the
2 pressure becomes extensive, to continue to meet
3 your obligations, and still grow from a
4 financial perspective. That's just my analysis
5 from working there.

6 That's why I tried to say to him,
7 "You could save yourself a lot of trouble by
8 not going after every single case, and giving
9 your attorneys some latitude to drop a case."
10 Dear Lord, to get Robert Redick to agree to let
11 you withdraw from a case, was the most
12 ridiculously burdensome practice I've ever seen
13 in my life.

14 I mean, if there is no coverage,
15 why do I have to do a complete write-up to say
16 *can I withdraw? I've looked here. I've looked*
17 *here. I've looked here. There is no coverage.*
18 *Can I please withdraw?* And, then, he would ask
19 you to go get more information. You would have
20 to sit there, and deal with a client, pardon my
21 language, well, I'll just say, *eff you'ing* you
22 on the phone, calling you on *M-F'er*, and you
23 had to sit there and take it. I made the
24 mistake one time of firing a client, because I
25 said, "One more *M-F'er* out of you, and I'm

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1 canning you as a client. I don't need your
2 work." He did. I said, "You're fired. Go
3 find another attorney."

4 And, then, Paul was like, "What the
5 hell did you just do?" "You need to -- no, no,
6 no." I said, "I don't get paid enough money to
7 be spoken to like that." And he got on the
8 phone, and roped the guy back in, and said,
9 "I'll handle your case. Don't worry about it."
10 And it was like a two- or three thousand dollar
11 case, if I remember right. The fee would have
12 been, like, \$500.

13 Q. So, you mentioned a concern about
14 redacting medical bills --

15 MR. MANNION: Wait, redacting, or
16 reducing?

17 MR. PATTAKOS: Redacting.

18 Q. -- when we spoke on the phone.

19 A. Oh, yeah, I forgot about that one.
20 That was actually my biggest one. Now, I --
21 I'm sorry. I forgot all about that. There are
22 a lot of people in here. You guys are hitting
23 me with a lot.

24 Yeah, that practice, I made quite
25 clear to Paul that I did not agree with. And,

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1 again, I'm not the Board of Governance. I'm
2 not the Court.

3 Q. Can you describe the practice that
4 you're referring to.

5 A. I was instructed on cases where any
6 sort of Medicaid was involved, or Medicare,
7 that I could take those bills, if they were in
8 good enough shape, and redact the Medicaid or
9 Medicare information on those bills, before we
10 sent the Demand off to the insurance company.
11 I was told to do that in every instance that I
12 could. And I said that I would not do that.

13 And Paul said it was easy, and he
14 even took my phone, and put an app on my phone
15 for, I think, it's an app, called Turbo Scan,
16 and tried to show me. I hate to say it guys,
17 but I'm a dinosaur. I'm lucky I know how to
18 turn on a computer. I'm an old-school claims
19 adjuster that used to write in my files, and
20 not type. So, I would always tell him I can't
21 do it.

22 And, then, finally, after I worked
23 up the nerve later on, I said, "Paul, if I see
24 anybody doing this, if I'm aware of it, I feel
25 that I'm under an obligation to self-report."

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1 And, I said, "Because, I just don't -- to me,
2 it's tantamount to mail fraud." You know, as
3 soon as you drop that in the mail, and send it
4 off to an insurance company, I just think it's
5 fraudulent. Now, my understanding is, it may
6 not be fraudulent. I just think it's a bad
7 business practice.

8 Q. So, you told Paul that you would
9 refuse to do it?

10 A. Yes. And, my paralegal refused, as
11 well.

12 Q. Who was your paralegal?

13 A. Amy Sherman. Now married, Amy
14 Stires.

15 Q. And, she worked at KNR for how
16 long?

17 A. I don't know. I think, maybe, six
18 or seven years.

19 Q. Always in the Columbus office?

20 A. Yes. Maybe, five, maybe, less. I
21 am not sure. Again, I can't remember how long
22 they were there. But, she was the second, or,
23 maybe, third, paralegal that was hired there.
24 The first one was Heather Macklin. She was
25 Walt Messenger's, at that time, Walt

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1 Messenger's paralegal, and, then, she became
2 Paul Steele's paralegal, when he, kind of,
3 started pre-lit.

4 **Q.** How far into your tenure at KNR did
5 you tell Paul that you refuse to participate in
6 this practice?

7 **A.** Well, my tenure wasn't that long.
8 But, I don't know, once I got acclimated, and
9 felt that I had solidified myself as a
10 performer. I just didn't do it. I didn't make
11 a stink about it. I just wouldn't do it.

12 **Q.** But, you did tell Paul that you
13 wouldn't do it?

14 **A.** Oh, yeah, definitely. I would,
15 probably, say a couple months in.

16 **Q.** And, what was the purpose of this
17 practice to redact this information?

18 **A.** Well, given the ruling in ROBINSON
19 v. BATES, okay, where they only have to
20 consider bills that are due, and owing, and
21 they are entitled to any reduction that might
22 have been made by Medicaid with a zero balance,
23 then, they only have to consider that lower
24 dollar amount in their evaluation.

25 So, if you have a \$5,000 hospital

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1 bill, and Medicaid reduced it down to \$800, if
2 the insurance company is not aware that
3 Medicaid was involved, and you are portraying
4 that it is fully due and outstanding, they are
5 going to use \$5,000 in their evaluation, as
6 their special damages, and, then, put general
7 damages on top of it, whereas, if they are
8 aware of the \$800, they only put \$800 in the
9 evaluation.

10 **Q.** Now, if the case went into
11 litigation, that lower number would eventually
12 be discovered, correct?

13 **A.** Yeah, absolutely.

14 **Q.** So, you were doing this on cases
15 that had a low likelihood of going into
16 litigation, correct?

17 **MR. BEST:** Objection.

18 **A.** No. I was told to do it on all
19 cases, actually, that I could. It was really,
20 actually, the factor that was demonstrated,
21 excuse me, conveyed to me was, what were the
22 shape of the bills? You know, if it was going
23 to be obvious that something was redacted,
24 because the bills we secured were kind of
25 wonky, because sometimes they don't print out

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1 right, then, yeah, don't even try it.

2 That to me, in and of itself, just
3 made it sound like, you know, *dude, if you know*
4 *it* -- I don't understand, I mean, what do you
5 care how it looks, if you're doing it, you're
6 doing it. Why do you have to hide it, if you
7 think it's right?

8 And, I said, "Well, what am I
9 supposed to do? Because some of these
10 adjusters would call the providers themselves.
11 You know, Paul was basically saying they are
12 relying on the adjusters being busy, and just
13 taking the bills at face value. But, I said,
14 "What happens when they call me, and say,
15 'Well, wasn't Medicaid involved?'" And he
16 said, "Just say that I don't see them on the
17 records I have here." That's what I was
18 instructed to say.

19 So, you had two copies in the file.
20 You had the redacted copies, and the actual
21 copies with Medicare and Medicaid on them. So
22 you have the copy you sent to the insurance
23 company, and, then, the original copy you
24 received from the providers, in response to the
25 medical authorizations.

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1 **Q.** Was this a practice that Paul came
2 up with?

3 **A.** I don't know who came up with it.

4 **Q.** Did you believe that Paul was
5 comfortable with it?

6 **A.** Entirely.

7 **Q.** Does the term *collateral source*
8 mean anything to you?

9 **A.** Yeah.

10 **Q.** How does that fit in?

11 **A.** It's the health benefits that are
12 the collateral sources. That's why they only
13 have to consider the amount paid by that, and
14 not the billed amount.

15 **Q.** Okay.

16 **A.** For the record, ROBINSON v. BATES
17 was trash. I'm just saying.

18 **MR. MANNION:** I think it's a
19 well-reasoned decision.

20 **THE WITNESS:** I can't stand that
21 case, even when I was on the insurance side, I
22 didn't think it was fair. It was a windfall.
23 It was great. But, I don't think it's fair.
24 It's well-reasoned, though.

25 **Q.** Okay. Wes Steele was Paul Steele's

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1 father?

2 A. Yes.

3 Q. And, Paul Steele moved down to

4 Columbus, specifically, to run the Columbus

5 office, did you know that?

6 A. I don't know. He was just in

7 Columbus, when I was there. I do believe he

8 worked at a different location, but I can't

9 recall which one.

10 Q. Okay. Let's talk about why you

11 were terminated --

12 A. Okay.

13 Q. -- by the firm. Can you just

14 recall what happened.

15 A. It's a long story, if you don't

16 mind going on a little tale with me. Amy

17 Sherman, at the time, left KNR to go work for

18 Scott Schiff. She put in her notice and left.

19 That -- and this is not an exaggeration, that

20 shook the pillars of heaven in the Columbus

21 office, within minutes, or, actually, within

22 one day, Brandy was down there, people from the

23 Akron office were coming down.

24 Q. Amy Sherman was a paralegal?

25 A. Yes.

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1 Q. Why would it be so important that a

2 paralegal --

3 MR. MANNION: Objection.

4 A. I think it was because she went to

5 Schiff.

6 Q. Okay. And Schiff was a competitor?

7 A. Yes. And, if I'm not mistaken,

8 somebody else might have left, previous to her.

9 So she was the second one in a short period of

10 time, if I'm not mistaken. I can't remember if

11 Amy was first, or if she was second.

12 Anyways, Amy is a very sensitive

13 girl. She has some anxiety issues. She was

14 actually really concerned. She loved the

15 people at KNR. She enjoyed her time there.

16 But, it was just an opportunity to make

17 significantly more money.

18 So, I reached out to her the next

19 day to check in and see how she's doing. I

20 texted her, and she said she's been crying all

21 morning, and things of that nature. And she

22 feels so guilty, and feels so bad for leaving.

23 I said, "You really shook the pillars of heaven

24 around here, you know, all hell is breaking

25 loose." And, "You've got people down here."

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1 And, she's like, "I'm so sad. I can't believe

2 I caused all this."

3 So, I'm looking at a file, like I

4 said, I'm a dinosaur. I'm not real good. I

5 just finally learned how to text a couple, few

6 years back, and I speak text, at that.

7 So I was trying to text with her on

8 my phone just to try to cheer her up. If you

9 can't tell from talking to me, maybe, you guys

10 don't think I'm funny, but, generally, I tend

11 to be a little humorous. And I was trying to

12 cheer her up. I loved her to death. And, you

13 know, I said *hey*-- and I'm going to back up

14 one second, guys, sorry about this.

15 It's well-established my

16 relationship with Scott Schiff is not a good

17 one. Paul was aware of it. Everybody. God,

18 and everybody knew that I couldn't stand Scott

19 Schiff. I had personal reasons for that. And,

20 that's, because, like I said, I had to deal

21 with him a great deal at Safe Auto, because of

22 his relationship with the president of the

23 company.

24 Q. You were on the other side of cases

25 with Scott Schiff?

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1 A. And that's where I derived my

2 disdain for him. Not as a practitioner, per

3 se, but because he would go running to Johnny

4 wanting more money, Johnny Diamond (ph), I am

5 saying. And, then, Johnny would call me, and

6 say, "Well, why are we not paying more money on

7 this case?" And, I was like, "Johnny, I'm not

8 going to pay a lawyer more money, because he

9 plays poker with you." Okay. "I'm just not

10 doing it. If you want to pay him more money,

11 here's the file, write the check."

12 So, then, Johnny finally eventually

13 came down, and said, "Kelly is the end all/be

14 all, and if he agrees there's more money

15 available, then, he'll give it to you."

16 So we actually set up a system, not

17 to get too far off track, where I no longer

18 dealt with Scott. He would have Keith

19 Shepards, and one of his associates call me.

20 And he had an open line to me anytime they had

21 an issue with the frontline adjuster, to talk

22 to me. And, Keith -- the understanding was, if

23 I believed that the frontline adjuster was

24 being too radical with, you know, with

25 low-balling them, or giving them a low offer,

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1 that I would adjust it to what I felt was the
2 appropriate market value for the case. And, if
3 I said, "That's it. I agree with the
4 adjuster," that was it. It would die there.
5 They would either accept the settlement, or
6 they would file suit. That way they weren't
7 creating a big deal. Plus, I was on a trip one
8 time with Scott Schiff, and just not a fan of
9 Scott Schiff.

10 **Q.** So, okay --

11 **A.** So, now, let's -- I needed to
12 preface that there, because that does explain
13 things here later.

14 So, I'm texting Amy, and I said,
15 *hey, when you go into Schiff's office, tell him*
16 *that if he needs a good insurance lawyer, you*
17 *know one*, basically, is what I said. Something
18 along those lines. So I send the text. I'm
19 not really paying attention. I send the text.

20 And, then, I immediately start
21 texting again, I said *you'll get a great laugh*
22 *on your first day. They will think you're*
23 *hilarious*. Obviously, I was kidding, because
24 everybody knows I do not like this individual
25 as a human being. Well, I'm getting ready to

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1 leave the office in a few more minutes,
2 because, strangely, I had to go meet someone
3 over at West Broad for a disbursement, which
4 was a rarity.

5 Anyways, I'm getting ready to
6 leave, and Brandy was down, like I said,
7 because they were trying to get all the
8 paralegals to sign do not competes. I got
9 called into Paul's office. I sit down. I
10 said, "What's up? I have to go over to West
11 Broad and disburse this case." And, he said,
12 "We have to let you go." And I was like,
13 "Excuse me?" He goes, "Yeah, we have to let
14 you go. Grab your stuff out of your office.
15 You have to leave." And, I said, "I'm sorry,
16 Paul, I'm going to need a little more
17 information than that." And, he's like, "You
18 just have to go." I said, "No. I'm a
19 professional. You're a professional. This is
20 an at-will state. You can certainly let me go,
21 but I want a reason." And Brandy was sitting
22 in the corner.

23 And he said, "You're looking for
24 other employment." And, I said, "What the hell
25 are you talking about?" I said, "I have not

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1 submitted a resumé. I haven't talked to
2 anybody about a job, since I've worked here.
3 I've been loyal to this place, despite my
4 concerns. I've been a good soldier. I've hit
5 every goal."

6 He said, "I have a text right
7 here." He shows me the original text that I
8 was sending to Amy. I sent it to a woman named
9 Amal, who was, accidentally, who was the
10 Somalian contact at West Broad. So, she
11 forwarded it to Paul and Rob Nestico, or to
12 Paul, and, then, Paul sent it to Rob. I don't
13 know.

14 **Q.** Uh-huh.

15 **A.** And, he goes, "Right here. There's
16 proof. You were looking for employment." I
17 go, "Oh, God, Paul, this is a
18 misunderstanding." And he goes, "What do you
19 mean?" And I showed him my text. And the
20 second one did go to Amy. And he looked. He
21 read right there. And I said *you'll get a hell*
22 *of a laugh on the first day. Everybody knows*
23 *that Schiff and I don't get along, blah, blah,*
24 *blah.*

25 And Paul read it. He goes -- and,

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1 he looked right at Brandy, and he goes, "Oh, my
2 God. I have to go." And, he stepped outside,
3 and said, "I'm going to call Rob right now."
4 You know tried to pull this back.

5 Because I'm just sitting there
6 like, "Dude, if you're going to fire me for
7 cause, fire me for cause, but don't fire me
8 because of some bullshit attempt to cheer up my
9 former paralegal, who was just broken down, and
10 in tears.

11 And, Paul came walking back in, and
12 said, "I'm sorry. I still have to let you go.
13 Rob says we have to send a message." I said,
14 "Okay." So I grabbed my phone charger, and I
15 walked out of the office. And that was it.

16 The funny thing was, when I applied
17 for unemployment, KNR told the government, and
18 the unemployment people, what is that Job and
19 Family Services, that the reason I was let go
20 was because I refused to sign a do not compete,
21 which a lawyer can't sign a do not compete,
22 anyways, which I conveyed to them. And, part
23 of me wanted to, really, you know, go back, and
24 create a problem about that. But, I think, it
25 was \$864. I had better things to do with my

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1 time. I just said screw it.

2 Q. Did he ever ask you to sign
3 non-compete?

4 A. No. And I wouldn't have, if he did.

5 Q. Did -- so, Mr. Nestico testified
6 that you were terminated --

7 MR. MANNION: Are we on an
8 employment case here, or what?

9 Q. -- because you had some issues with
10 performance in resolving cases. He said that
11 you weren't working on the cases effectively.
12 Do you recall anything about this, other than
13 what you've mentioned before about being
14 chastised for spending too long on the phone
15 with the clients on the intakes?

16 A. Well, that does not surprise me
17 that they would, once again, change the answer.
18 At no time was I ever talked to about my
19 performance. I hit every goal that I was ever
20 given. The only time anybody said anything to
21 me was that I was spending too much time on the
22 intakes.

23 Q. He also said something about how
24 you weren't in the office at certain hours.

25 A. Oh, yeah.

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1 Q. Said you were disappearing at
2 times?

3 A. No, not disappearing. I was late
4 one morning. You were required to be in your
5 seat ready to go at 8:30 in the morning, which
6 is funny to me, because we were salaried. But,
7 hey, if that is the way they run their office,
8 so be it. I was late legitimately the one
9 morning. I think I made it in at 8:40.

10 And, then, about two weeks later --
11 I live about forty-five minutes away from work,
12 with traffic, sometimes, easily an hour, from
13 KNR, and I got pulled over. I was given a
14 speeding ticket, and I didn't make it in until
15 8:45, and, basically, in fact, it might have
16 been an e-mail.

17 There was an e-mail, and, then, a
18 conversation with Rob. And, Rob is like,
19 "Dude, maybe we need to part ways now, if you
20 can't make it into work by 8:30 every morning."
21 And, I said, "Rob, I'm salaried, and I've been
22 working until 7 or 8 o'clock every night," I
23 mean. He goes, "Your butt is to be in that
24 chair at 8:30." And, I said, "Okay." So I was
25 making it in at 8:30."

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1 Q. Were you expected to be there,
2 like, until a certain time, as well? So, if
3 you got in at 8:30, when were you allowed to
4 leave?

5 A. Well, the funny thing to me is
6 that, Rob, when he first met with me, tried to
7 portray the pre-lit job, as a nine-to-five job,
8 which is hysterical to me. Because, first of
9 all, you have to be in at 8:30. And second of
10 all, there's no way you can handle that
11 workload, no matter who you are, and work 8:30
12 to 5:00. Which I don't have a problem with,
13 you know, fine, you have to put in the time.
14 You put in the time to do your job.

15 But, yeah, there's no way that's a
16 nine-to-five job, not with the contacts, the
17 number of cases you're trying to settle, and,
18 also, based on the fact, how are you supposed
19 to settle, when you constantly have to race for
20 intakes so you can get the good cases assigned
21 to you?

22 So, that's what I kept -- when I
23 did discuss with him my concern about the -- I
24 said that the entire process is just -- that's
25 why I suggested the efficiency thing, let's

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1 take a look at this, and see what cases make
2 sense. Because it's just like a dog chasing
3 its tail.

4 And, yeah, I don't think it --
5 there were other ways to incentivize people to
6 work effectively, other than just preying and
7 jumping on that intake so you can get objective
8 cases.

9 Q. So, you would say that you
10 routinely stayed until around 7:00 or 8:00
11 every night?

12 A. Easily, 7:00.

13 Q. On the week nights?

14 A. Yeah. And I came in on weekends, a
15 lot of times, when I would make my contact
16 attempts on the weekends, because there wasn't
17 enough time during the day.

18 Q. Okay. Are you, or have you been,
19 concerned about KNR retaliating against you for
20 participating as a witness in this lawsuit?

21 MR. MANNION: Objection.

22 A. I'm always concerned about Rob
23 Nestico retaliating against me. I mean,
24 listen, you saw he's misrepresented numerous
25 times, now, the reason I was let go. He tried

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1 to blackball me, and get someone not to hire
2 me, by telling them I was an insurance spy. I
3 don't know why, when I was only there for five
4 months, five months, six months, maybe, and I
5 honestly was just trying to make the place
6 better. And I'm a loyal guy. I honestly would
7 have probably stayed there, as long as they
8 would have had me, just because that's in my
9 nature.

10 But, I didn't understand what I did
11 to this man to draw his ire. The only thing I
12 could ever come up with, and this is just my
13 own personal belief is, to use a phrase from --
14 he loves to tout how he is Sicilian -- I
15 wouldn't kiss the ring. That's what it came
16 down to. I was never disrespectful, as you can
17 see from the e-mails that I sent him. I went
18 out of my way to try to cater to him, and what
19 he had created. But, just, tried also for --
20 that there were things that can be done here to
21 carry out our duty that would be better, and
22 actually more productive, and financially
23 profitable for you.

24 Q. I asked you some months ago, if you
25 would execute an Affidavit in this lawsuit,

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1 correct?

2 A. Yes.

3 Q. And, you declined to do so,
4 correct?

5 A. Correct.

6 Q. And, why did you decline to do so?

7 A. I wasn't going to do anything,
8 unless I was subject to a subpoena. Because I
9 don't want -- Rob Nestico has a pile of
10 *screw-you money* a mile high. And I just want
11 him out of my life. I mean, listen, I would
12 have been happy -- this case, I don't follow
13 this case at all -- at all, unless Paul Steele
14 talks to me, and tells me, because he keeps up
15 with it, I think.

16 But, I've been happy here in my
17 little ignorance, my little slice of the world,
18 without Rob Nestico being involved in it.

19 Q. So you were afraid that he might
20 sue you, if you gave me an Affidavit outside of
21 a subpoena?

22 A. I would say that that is
23 reasonable. Like I said, I don't want my --
24 I'm here to answer questions. My personal
25 feelings about Rob Nestico are my personal

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1 feelings about Rob Nestico, and I have every
2 right to those. But, I'm not here to try to
3 take him down. I do want -- I commend you,
4 Peter, as you're taking on the monster. God
5 bless you.

6 MR. MANNION: Move to strike.

7 A. You know, please, generalizations,
8 when I say *monster*, I mean a very powerful
9 individual, let me say that. I think it takes
10 a lot of courage to do that. So, listen, I am
11 subject to a subpoena. That's fine. I'll be
12 here. And, if you're successful, and the Court
13 deems that he's due to be punished financially,
14 or otherwise, then, great. If the Court finds
15 that you don't have a case, then, he goes on,
16 fine. I don't care. I just want him out of my
17 life. That's what I care about. But, I don't
18 agree with his practices, no, I do not.

19 Q. So, what do you recall -- I
20 appreciate your kind words. What do you recall
21 about your conversations with Paul Steele about
22 this lawsuit?

23 A. Paul is just keeping up, like,
24 "Hey, are you following it?" I say, "No,
25 happily." You know, just he let me know what's

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1 going on. The one thing he said, when the
2 action was filed, originally, was like, he
3 said, "Holy crap, you were right." I said,
4 "What are you talking about?" He said,
5 "Somebody is going after him for the
6 investigator fees." I said, "Oh, really, cool,
7 whatever." So, that was it.

8 Q. Do you remember anything else?

9 A. No. Only that, you know, if you're
10 asking my impression of Paul, he's scared, and
11 doesn't want to be involved with this. I
12 think, you know, all of us who have left, at
13 least, in Columbus that I know, and that I had
14 any contact with, since we've left KNR -- and,
15 no disrespect to you, particularly, John, who I
16 have nothing, but the utmost respect for. I
17 think you are a class litigator. I hope you
18 know that.

19 So that said, everybody is glad
20 they are gone from KNR. It's not a bad thing.
21 You know what I mean? And, the one thing that
22 I will say for KNR, and for Rob Nestico, I will
23 always be grateful that he gave me my first
24 opportunity on this side of things. And, I
25 will also say without, you guys are probably

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1 going to think I'm saying this as a complete
2 slam, but, he also, fair or unfair, whether his
3 practices are right or not, that's not for me
4 to judge. He showed me the kind of lawyer I
5 don't want to be, okay? Now, maybe, that just
6 means I'm not cut out to be in his type
7 environment, maybe, that's all that is. But, I
8 will be grateful for that always.

9 But, he did, indeed, show me that I
10 don't want to work in an environment where
11 these things go on. I want to be able to
12 handle my clients my way, and that's just a
13 preference, and a business decision on my part.

14 Q. Okay.

15 MR. PATTAKOS: I think I have just
16 one more quick line of questioning, and we can
17 be done here in about five minutes. Break for
18 lunch, and, then, you can take over.

19 MR. MANNION: Okay.

20 Q. Have you been contacted by KNR and
21 its representatives about this lawsuit?

22 A. About the lawsuit? I think, yeah,
23 Tom called me, and said that *if necessary, or*
24 *if I wanted, that I could have an attorney here*
25 *to, you know, be my representative, as I was a*

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1 *former employee of KNR.* I declined that,
2 because my personal counsel, who I ran through
3 some of this with, said, "You're free to speak
4 about anything. I don't think anything
5 violates the confidentiality agreement, and you
6 are an officer of the court, and subject to
7 subpoena.

8 Q. Did he offer to represent you,
9 himself?

10 A. I can't recall, specifically,
11 whether it was him, or he just said that we can
12 have a lawyer there for you. I honestly don't
13 recollect, specifically, what he said.

14 Q. But, he did offer to provide
15 representation for you, or through KNR, did he
16 convey an offer that KNR would provide
17 representation for you?

18 MR. MANNION: Objection.

19 A. Well, no, he said -- I think he
20 said under the insurance coverage for KNR, as a
21 former employee, that a lawyer would be made
22 available to me, if I wish. I think that's
23 what he said.

24 Q. Okay. Do you remember anything
25 else about your conversation with Tom?

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1 A. I think, to be fair to everybody, I
2 was very plain about my feelings about Mr.
3 Nestico.

4 Q. How so?

5 A. Like I said, I will always be
6 grateful to Rob for giving me my first shot. I
7 do not respect him as a human being. I do not
8 respect the man. I do not think he is a man of
9 honor. This is my personal opinion outside of
10 what he does at his law firm.

11 Q. And you made that clear to Mr.
12 Mannion on the phone?

13 A. Yes. He came after me, personally.
14 He attempted to take food off my family's table
15 by keeping me from gaining other employment.
16 And, I also made it very clear to Tom that, if
17 after doing this, he comes after me in any way,
18 shape or form, I will spend every last nickle,
19 and every legal resource I have, every lawyer I
20 know, going after him. All I want to do is do
21 what I'm asked to do under subpoena, and I want
22 to go on with my life.

23 Q. Do you have anything else that you
24 want to add, before lunch?

25 A. No. I think it's pretty obvious

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1 here. Like I said, I can dislike Rob Nestico,
2 and I have every reason in the world to do it.
3 Like I said, I have a lot of respect for
4 Mr. Reagan. I think the world of him. I have
5 nothing but respect for him. I think he is one
6 pillar of light in that particular
7 organization. That said, I really don't have
8 much respect for anything else there.

9 Q. Okay.

10 MR. PATTAKOS: I think that's a
11 fine place to break for lunch. I will turn it
12 over to Tom for cross-examination, subject to
13 any re-direct that I might have.

14 (Whereupon, a recess was taken.)

15 MR. PATTAKOS: We can go back on.
16 I just have one follow-up housekeeping item.

17 Q. Mr. Phillips, just, when was it
18 that you were terminated by KNR, if you
19 remember?

20 A. I want to say I don't remember the
21 exact date, maybe, mid-December.

22 Q. Of 2014?

23 A. Yes, sir.

24 Q. And, so, you started in May?

25 A. Yeah, or June.

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1 MR. MANNION: Try again.
 2 THE WITNESS: July.
 3 MR. MANNION: July 28th.
 4 A. I'm not sure. If he says July
 5 28th, then, July 28th.
 6 Q. It would have been July, maybe?
 7 A. Yeah, I don't know.
 8 Q. Okay.
 9 A. I went through training, and, then,
 10 was up in -- so I don't know when I officially
 11 became an attorney practicing with the firm.
 12 It was about a week later, maybe, I came up
 13 here for a week, or so.
 14 Q. So, you were -- it was by the end
 15 of the year.
 16 A. Yeah, it was definitely before
 17 Christmas. I'm pretty sure of that.
 18 Q. So, it was a matter of -- it was
 19 fewer than six months, then, that you were
 20 employed with the firm?
 21 A. Yes.
 22 Q. So there was an e-mail that you
 23 looked at, I think, it was the third exhibit,
 24 where you send -- yeah, this is Exhibit 3,
 25 where it says -- this e-mail exchange is

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1 December 22, 2014?
 2 A. Yes, sir.
 3 Q. You were terminated just shortly
 4 after you sent this e-mail?
 5 A. Yeah. I'd say within a couple
 6 weeks, yes.
 7 Q. Okay.
 8 MR. PATTAKOS: I have no further
 9 questions. Subject to re-direct.
 10 EXAMINATION OF KELLY PHILLIPS
 11 BY MR. MANNION:
 12 Q. Mr. Phillips, as you know from our
 13 brief conversation, I represent KNR.
 14 A. Yes, sir.
 15 Q. And, Mr. Nestico and Mr. Redick.
 16 When you and I talked, a relatively short
 17 conversation, would you agree?
 18 A. Yeah, pretty short.
 19 Q. Five, ten minutes?
 20 A. Maybe, ten.
 21 Q. And, I didn't ask you to lie, or do
 22 anything like that, did I?
 23 A. No, sir. You did not.
 24 Q. I said, "We just want you to tell
 25 the truth;" isn't that what I actually said?

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1 A. Yes, sir.
 2 Q. And, I offered. I said, "Maybe,
 3 because there is an insurance company involved
 4 in this, and you were an employee, that,
 5 perhaps, they would provide you an attorney,"
 6 correct?
 7 A. Yes, you did.
 8 Q. And, you declined.
 9 A. Yes, sir. I did.
 10 Q. I didn't try to push that on you,
 11 either, did I?
 12 A. You did not.
 13 Q. Okay. Was there anything that I
 14 said that you thought was, in any way, trying
 15 to sway your testimony?
 16 A. No, sir.
 17 Q. Okay. Thank you. So, you worked
 18 with Paul Steele.
 19 A. Yes, sir.
 20 Q. You liked him.
 21 A. Yeah. I liked Paul as a human
 22 being, yeah, sure.
 23 Q. And Mr. Reagan, good guy?
 24 A. Oh, he's a great guy. I like him.
 25 I really respect his ability.

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1 Q. Obviously, you don't like
 2 Mr. Nestico.
 3 A. I have personal reasons for not
 4 liking Mr. Nestico, yes, sir.
 5 Q. Two out of three ain't bad, huh?
 6 A. I respect some things he's done,
 7 certainly. But, yeah, I would not say I'm a
 8 fan of him as a man.
 9 Q. So, you started, our records show
 10 you started July 28th of 2014.
 11 A. That is entirely possible, June or
 12 July.
 13 Q. Before then, you had never really
 14 heard of KNR?
 15 A. Yeah. No, strangely, I didn't know
 16 much about them. Like I said, I didn't really
 17 run into them. But, again, when I was on the
 18 insurance side, most of my focus was on the
 19 more dangerous states that we were involved in,
 20 that's because those are the ones that really
 21 hurt the company.
 22 Ohio is a very insurance-friendly
 23 state, so it could be that they were a big
 24 thorn in my side, and it just wasn't a high
 25 enough profile for me to concern myself with.

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1 Q. Insurance companies have a lot more
2 leeway with how they deal with claimants in
3 Ohio than some of those judicial hell-holes,
4 fair?
5 A. Yeah. Certainly, than some of the
6 really bad counties in southern states, or in
7 Eastern Pennsylvania, certainly, that's fair.
8 Q. Like Ohio County in West Virginia,
9 and places like that?
10 A. Yeah. We didn't do business in
11 West Virginia, but, yes, I'm aware that that's
12 a bad spot.
13 Q. And, you didn't do business in West
14 Virginia for a reason, probably.
15 A. Correct, yes.
16 Q. And, so, it's important to be able
17 to protect clients' interests from some of the
18 insurance companies, wouldn't you agree?
19 A. As an attorney, certainly.
20 Q. That's not a bad thing, is it?
21 A. That is not a bad thing, no, sir.
22 Q. Who were the primary plaintiffs'
23 firms you dealt with in Ohio, when you worked
24 in insurance?
25 A. There was a ton of them. Just the

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1 big ones that come to mind, of course,
2 obviously, since we were very big in Columbus,
3 Schiff, Kurgis, Acciani & Levy, or whatever
4 that is, O'Conner. O'Conner & Levy, sorry.
5 Elk & Elk, Malek & Malek. There's a lot more,
6 but those are the ones that specifically jump
7 out at me, that I saw the most.
8 Q. And all those firms use
9 chiropractors on soft tissue injury cases,
10 didn't they?
11 A. I would say yes.
12 Q. You saw injections and TENS units
13 on multiple patients with multiple different
14 law firms, true?
15 A. Yeah.
16 Q. You have clients now who get
17 injections for pain, don't you?
18 A. I do.
19 Q. And, who use TENS units, correct?
20 A. I haven't really run into a lot of
21 TENS units. Well, they use them at the
22 chiropractor.
23 Q. Right.
24 A. Yeah, the chiropractor utilizes
25 TENS units.

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1 Q. And they're helpful for the
2 clients, aren't they?
3 A. They tell me they are. I used them
4 myself. I find them helpful.
5 Q. And, same with injections, your
6 clients tell you those help, as well, right?
7 A. Some. Most of the time, they say
8 it helps.
9 Q. Okay. Well, not every treatment is
10 for everybody, right?
11 A. Uh-huh. That's fair.
12 Q. The decision is made between the
13 physician and the patient, correct?
14 A. In most circumstances, yes.
15 Q. You don't tell clients what
16 treatment to get, do you?
17 A. I do not.
18 Q. You've never done that, have you?
19 A. I have not, no.
20 Q. Do you know what an average cost of
21 a TENS unit is?
22 A. To purchase one?
23 Q. Yeah.
24 A. Well, it depends on the level of
25 TENS unit. I mean, if you want the

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1 medicine-quality TENS unit, like they use in
2 doctor's offices, you're, probably, looking at
3 \$800 to thousands of dollars --
4 Q. Okay.
5 A. -- depending. Or, you can go on
6 Amazon, like I do, and get the little ones for
7 \$50.
8 Q. But, they are not the same, and
9 they're not as effective, true?
10 A. I honestly think they are, but
11 that's neither here nor there. But, I would
12 say, obviously, the ones at the doctor's office
13 are more powerful.
14 Q. Do you know how much Dr. Ghoubril
15 charged for his?
16 A. I have no idea. I can't recall.
17 Q. If I told you \$500, would that
18 shock you?
19 A. For a TENS unit?
20 Q. Yes.
21 A. Did he actually sell the TENS
22 units? I don't recall.
23 Q. If he sold one for \$500, do you
24 find that is --
25 A. I've seen them more expensive,

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1 certainly.

2 Q. Exactly.

3 MR. MANNION: Pass those around,

4 Defendant's Exhibit A.

5 - - - - -

6 (Thereupon, Deposition Exhibit A, a

7 Copy of an E-Mail sent from Kelly

8 Phillips to Allison Bean dated

9 November 18, 2014, was marked for

10 purposes of identification.)

11 - - - - -

12 Q. Showing you --

13 A. I remember this case.

14 Q. Do you remember this?

15 A. Yeah.

16 Q. Don't say the client's name, okay,

17 we had redacted that.

18 A. Uh-huh.

19 Q. I just wanted to prevent any --

20 A. I don't remember the client's name,

21 but I remember this case.

22 Q. So, tell me about this e-mail.

23 A. What I remember about this is that

24 we had submitted the Demand, and the paralegal

25 had forgotten to include the receipt that the

150

1 client had provided for the TENS unit, and, so,

2 what ended up happening -- I had essentially

3 settled with them. I was like, you know, this

4 has to come out of our fee. This is screwed

5 up. That should have been included in the

6 Demand.

7 But, luckily, I had a good

8 relationship with this adjuster, and I talked

9 her into paying me for it, after we had already

10 settled on a number, which was fortunate.

11 That's what I remember about this case.

12 Q. And, your relationship with the

13 claims person is one of the things that helped

14 you in that regard, right?

15 A. Yeah. It's helped me in most

16 regards.

17 Q. It's good, at times, to have good

18 relationships with the people you deal with at

19 work, true?

20 A. I would say that is in every facet

21 of any kind of business that is true, yes.

22 Q. And, you've done business with

23 friends even before, haven't you?

24 A. Sure.

25 Q. I mean, there is nothing wrong with

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1 that, is there?

2 A. No.

3 Q. Now, with this, can you tell us

4 what the cost of this TENS unit was?

5 A. Looks like, \$795.

6 Q. So, \$795, Allison Bean from

7 Allstate had to evaluate whether that was a

8 reasonable cost for the TENS unit, correct?

9 A. I would say yes.

10 Q. And, she determined that it was,

11 correct?

12 A. She determined that she was willing

13 to pay me, yeah, I'm not trying to be evasive,

14 but I don't know what her thoughts were. She

15 just was *doing a brother a solid*, I guess, I

16 would say.

17 Q. Well, you would not have submitted

18 this to her, if you didn't think the fee was

19 reasonable, would you?

20 A. Oh, hell, yes, I would have

21 submitted it. Because I had to show that I, at

22 least, tried to get it. It was for a client.

23 Q. Okay.

24 A. And the paralegal had jacked it up.

25 Q. Jacked what up?

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1 A. She didn't include the cost in the

2 sales.

3 Q. She didn't jack up the cost of the

4 TENS unit?

5 A. Oh, no, yes. I apologize. I mean,

6 she screwed up the submission of the Demand, is

7 what she did.

8 Q. You personally, not being a medical

9 doctor, you didn't know whether \$795 was a

10 reasonable cost, or not a reasonable cost?

11 A. For that specific TENS unit, I

12 would not know, no.

13 Q. Okay. But, that's the cost that

14 was submitted by whatever provider gave that

15 TENS unit, correct?

16 A. Yes. I was obviously hoping, when

17 she was giving me the bill, it would be a

18 couple hundred dollars. But, no, to say that I

19 believe that \$795 was out of this world, or,

20 no, it's not.

21 Q. Actually, at the beginning of this

22 deposition, when I asked you, approximately,

23 how much they cost, you came within \$5 of this,

24 didn't you?

25 A. Yeah, it can be anywhere. They

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1 range. They can go all over the place.

2 Q. The number you gave me was \$800,
3 correct?

4 A. Yeah. And, I think, honestly, I
5 think I had that number in my head, because of
6 this case.

7 Q. Okay. From five years ago, or
8 four-and-a-half years ago?

9 A. Yeah. I just remember this one, in
10 particular.

11 Q. So, let's see, you started July 28,
12 2014, fair to say, then, that prior to the time
13 you were at KNR, you don't have any personal
14 knowledge of their practices, true?

15 A. Absolutely true.

16 Q. That goes from 2010 to July 27,
17 2014, the day before you started, correct?

18 A. Before I started, I had no
19 knowledge of their workings, no.

20 Q. You worked there for six months, or
21 five-and-a-half months, four-and-a-half months,
22 whatever that time?

23 A. Five-ish, yeah.

24 Q. I think, four-and-a-half months it
25 comes out to. How many times did you go to the

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1 other offices?

2 A. I was up in -- I started here. I
3 had to do some training up here. And sat with
4 Josh Hamerman --

5 Q. Okay.

6 A. And, *Ang*--

7 Q. Angelotta?

8 A. Yes. Yes, sir, that's the name.

9 And, I think I sat a little bit with Rob
10 Horton.

11 Q. Okay.

12 A. And, then, they, basically, sent me
13 back down to Columbus. And, then, we had a
14 quarterly meeting up here.

15 Q. You went to one quarterly meeting?

16 A. Yeah, one quarterly meeting. And,
17 I was up here for something else another time.
18 I can't remember what it was. But, I think, I
19 was up here three, four times.

20 Q. Were you ever at the Youngstown
21 office?

22 A. No, sir. I was not.

23 Q. Any other office than Columbus and
24 Akron?

25 A. No, sir.

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1 Q. Did you see how any of the folks in
2 Youngstown, or any other office, other than
3 Akron or Columbus, operated, actually see them
4 handling cases?

5 A. Akron, yeah. I did at Akron, but
6 not in any other locations.

7 Q. Other than Akron and Columbus.

8 A. Oh, yes, sir, correct. Those are
9 the only two that I saw any sort of operations
10 going on.

11 Q. When you were in the Akron office
12 observing how cases were handled, was there
13 anything that Mr. Horton told you to do that
14 you didn't think you should do?

15 A. I was with Rob very little. I was
16 primarily with Josh. I know I sat with Rob, at
17 one point, when Josh had to go do something.
18 But, those were the only two lawyers.

19 Oh, and I did spend a little bit of
20 a time with -- and, I don't know if he is still
21 with the firm. He was a litigator, Chris. He
22 used to work at Glowacki's office. I don't
23 know if John -- Irish name. I can't remember.

24 Q. Corrigan?

25 A. No.

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1 MR. PATTAKOS: Van Blargan.

2 MR. MANNION: Corrigan.

3 A. Oh, Corrigan, yes, thank you.
4 Because I knew Chris from my days in insurance.
5 He was one of my defense lawyers at one time.

6 Q. Okay. Great. And, neither Chris
7 nor Josh, nor Rob, told you to do anything that
8 you thought was improper, did they?

9 A. No. Not really, no.

10 Q. And, do you know anything about Rob
11 Horton, other than that day? Have you ever
12 dealt with him after that day?

13 A. No, sir. I saw him one other time,
14 when he came down to Columbus with Mr. Nestico,
15 and a group of people. I don't know what they
16 were down there for, but I know they went out
17 that night.

18 Q. You didn't really interact with him
19 that day too much?

20 A. No, just to say, "Hey."

21 Q. Okay.

22 A. And, then, you know, chat, when I
23 came up for the quarterly meeting.

24 Q. How many times did you actually see
25 any lawyer, outside of the Columbus office,

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1 handle a case, or look at their files?

2 A. Just with Josh, when I was up for
3 training.

4 Q. Approximately, how many cases do
5 you think that was?

6 A. I honestly don't know.

7 Q. A few?

8 A. More than a handful. I was with
9 him for a couple days.

10 Q. A dozen?

11 A. That's probably fair, yeah. I
12 think when he needed to get a breather, and
13 really focus on work, he would kick me out for
14 a second, and say, "Hey, go talk to Chris,"
15 and, then, he would do other stuff.

16 Q. Right. Okay. And, during that
17 time, you weren't provided a script of what you
18 had to do, and exactly how you had to do
19 things, and what you had to say to clients,
20 were you?

21 A. Yeah. Basically, I mean, with
22 regard to intakes, I was. You know, basic
23 information you want to get, and how you go
24 about it. So, I was watching Josh do that.
25 Other than that, it was just surface stuff. I

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1 mean, I was just starting.

2 Q. Well, when you started to take
3 intakes, every conversation was a little
4 different, fair?

5 A. I think that's fair, yeah.

6 Q. They were injured in different
7 places, perhaps?

8 A. Yes, sir.

9 Q. It could be a first-party case, UM,
10 or it could be a third-party case.

11 A. Yes, sir.

12 Q. Some people had more questions
13 about the contingency fee agreement than
14 others.

15 A. Yes, sir.

16 Q. And you were never handed a paper
17 that said *here is exactly what you say, and if*
18 *they ask, say this. Here is where you go, and*
19 *you say this.* You weren't given a flow sheet,
20 and a form to follow on exactly what to say to
21 each client. It depended on the interaction
22 between you two, fair?

23 A. I think that is fair to say.

24 Q. And, that went with your entire
25 manner, in which you handled clients at KNR,

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1 is, you had to interact with each client

2 separately, fair?

3 A. I don't know. I think that's a bit
4 sweeping. I mean, you were given certain
5 instructions how to handle certain things.
6 Like I said, the investigative fees, I was told
7 what to say, when confronted during the
8 disbursement phase with that.

9 Q. Okay. Anything other than that?

10 A. Well, just, basically, when
11 questioned in particularly about, you know,
12 Clearwater's treatment, not, because, I was
13 basically strongly encouraged not to tell the
14 client that the insurance company wasn't
15 considering that bill.

16 Q. Anything else that you can think
17 of?

18 A. Not off the top of my head, no.

19 Q. When you would call clients to
20 check-up on them, you weren't told exactly what
21 to say to them, were you?

22 A. No, sir.

23 Q. You made your professional
24 judgment, in that regard, true?

25 A. Yeah, you just had to make sure you

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1 got sufficient information to update the notes.

2 Q. And that's what you should do.

3 A. Yeah. Sure.

4 Q. And, in the five/six hundred cases
5 that you handled at KNR, you actually
6 represented those clients?

7 A. If I was handling their cases, yes.

8 Q. You were the attorney for them,
9 true?

10 A. Well, I was told that Rob Nestico
11 was the attorney of record on all cases, that's
12 why he signed every fee agreement, and I was
13 instructed not to.

14 Q. You thought Rob Nestico signed
15 every fee agreement?

16 A. I was told we weren't allowed to
17 sign the fee agreements, that his name had to
18 go there.

19 Q. You're saying you never signed a
20 fee agreement?

21 A. I don't know if I did. I don't
22 recall doing that, no. But, it's possible.

23 Q. You certainly signed a settlement
24 memorandum?

25 A. Yes, if I was the one that did the

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1 disbursement, certainly.

2 Q. Now, were you exercising your own
3 independent professional judgment, when you
4 handled cases for these clients?

5 A. Yes, up until, like, the things I
6 needed permission on, certainly.

7 Q. Okay. Certain things you had to
8 ask permission on?

9 A. Yeah, any reductions.

10 Q. A reduction in a bill?

11 A. Yes.

12 Q. But, as far as how you handled that
13 individual case, each individual case was a
14 little different, fair?

15 A. Yeah, other than, you know, where I
16 was required to send people for treatment.
17 That was directed to me.

18 Q. I thought you said you didn't
19 follow those directions?

20 A. Yeah, I didn't follow -- not
21 towards the end, no, I didn't follow those
22 directions. I would send people, based on my
23 discussion with them, what treatment I felt fit
24 them best.

25 Q. So, if I was a client of yours in

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1 Columbus, when you worked at KNR, and you were
2 my attorney --

3 A. Uh-huh.

4 Q. -- you realized you had
5 professional duties toward me, as a client,
6 true?

7 A. Yes.

8 Q. And, you followed those duties,
9 didn't you?

10 A. Yeah, I would say.

11 Q. You had a duty to do what was in
12 the client's best interest, correct?

13 A. Yes.

14 Q. And, you did that, didn't you?

15 A. If they said they needed treatment,
16 I would tell them what doctors we had
17 available, that we knew and dealt with, and if
18 they were comfortable with that, I would send
19 them there.

20 Q. You didn't tell them to get
21 treatment, if they weren't hurt, did you?

22 A. Oh, never.

23 Q. Okay. Nobody asked you to do that
24 either, did they?

25 A. No.

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1 Q. And, you didn't force them to go to
2 a certain chiropractor. You might have
3 mentioned some chiropractors, but if they said
4 they wouldn't go there, you would find another
5 one, fair?

6 A. Well, no. I told them, or was
7 asked to tell them, which is logical, I don't
8 disagree with it, you know, *do you think that*
9 *chiropractic treatment would be beneficial for*
10 *your injury, if so, I can get you to one.*

11 Q. That's what you do today, isn't it?

12 A. Yeah, absolutely.

13 Q. And, you refer them to certain
14 chiropractors, don't you?

15 A. I do.

16 Q. And you do that, because you like
17 working with those chiropractors, and they do a
18 good job for your clients.

19 A. Yeah. I always tell people that
20 they can treat anywhere they want, but if they
21 don't have anywhere specific where they want to
22 go, I have chiropractors that I can refer to
23 them, or to a physical therapy.

24 Q. And, you never once at KNR forced
25 somebody to go to a chiropractor, did you?

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1 A. No.

2 Q. You wouldn't do that, would you?

3 A. No.

4 Q. And, you never forced anybody at
5 KNR to go to Dr. Ghoubril, did you?

6 A. No. I actually had no control over
7 that, at all.

8 Q. You never referred a client to
9 Dr. Ghoubril, did you?

10 A. Never, no.

11 Q. They were referred by other
12 providers, fair?

13 A. Yeah, Naz Khan. That's the only
14 one I'm aware of in Columbus that, well, not
15 Naz, but Town & Country Chiropractic. I
16 apologize.

17 Q. Okay. And, was that Roz, or who
18 was that?

19 A. Well, Naz is the, I guess, the
20 person.

21 Q. Naz Khan?

22 A. Yeah. I never met Naz, so I don't
23 know. But, I know that she is, essentially,
24 the contact point.

25 Q. But, Town & Country referred the

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1 client to Dr. Ghoumbrial, correct?

2 A. I assumed so, yes. I certainly

3 didn't.

4 Q. You never saw anybody at KNR refer

5 a case to Dr. Ghoumbrial, did you?

6 A. No, not to my knowledge.

7 Q. And, you're not saying that KNR

8 should tell chiropractors who to refer to, are

9 you?

10 A. I have no knowledge of who referred

11 anybody to Ghoumbrial, Dr. Ghoumbrial, excuse me.

12 Q. Okay. But, that's not my question.

13 You're not saying KNR should have told

14 chiropractors what medical doctors they refer

15 to, are you saying that?

16 A. I don't have any knowledge if that

17 was a requirement, no, I never did that.

18 Q. What I'm asking is, you're not

19 saying that KNR should have interjected, and

20 told chiropractors where they should refer

21 clients to, are you? Are you saying that?

22 A. Oh, no. No. No. That's up to the

23 doctor.

24 Q. Exactly, and the patient.

25 A. Certainly.

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1 Q. A patient treating with Town &

2 Country, for example, they have a discussion

3 with the chiropractor there, true?

4 A. I'm assuming so, yes.

5 Q. And, if the chiropractor feels like

6 they need medical treatment, the chiropractor

7 can talk about it with the client?

8 A. I would assume so, yes.

9 Q. The chiropractor doesn't call up

10 KNR, and say, "Is it okay if I send them to Dr.

11 Ghoumbrial," do they?

12 A. Not to my knowledge.

13 Q. They never did that with you?

14 A. No, never.

15 Q. You never saw Paul Steele do that?

16 A. Not that I'm aware of, no.

17 Q. You've never heard of a single KNR

18 attorney get a call from a chiropractor, and

19 say, "Hey, who should I refer this patient to?"

20 You're not aware of that ever happening, are

21 you?

22 A. It didn't happen to me, no.

23 Q. You're not aware of it ever

24 happening, are you?

25 A. Not to my knowledge, no.

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1 Q. And you never saw it with Josh

2 Angelotta, did you?

3 A. No, sir.

4 Q. Not with Rob Horton?

5 A. Yeah. I barely, I never handled

6 any files with Rob.

7 Q. Didn't see it with Paul Steele?

8 A. No, I never saw it with Paul

9 Steele.

10 Q. You didn't see it with Amanda, did

11 you?

12 A. No. I didn't, no.

13 Q. You didn't see it with anybody?

14 A. I don't think so, no.

15 Q. Okay. And one of the things you

16 said was that you would try to maximize

17 recovery for your clients.

18 A. Certainly.

19 Q. Is that a good thing?

20 A. Yes, I feel that that's my ethical

21 responsibility.

22 Q. And that is what your clients

23 wanted, as well?

24 A. Well, their interests are supposed

25 to be paramount, yes.

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1 Q. And, you always kept, even KNR's

2 clients, when you were there, you kept their

3 interest paramount, didn't you?

4 A. Always.

5 Q. So, you said that you need to know

6 where to press the right buttons, and being

7 inside insurance, you, probably, saw which

8 buttons worked, and which didn't, sometimes.

9 A. Certainly.

10 Q. Tell us a little bit about that.

11 A. Well, it's just how you need to

12 leverage a particular case. I mean, with all

13 due respect, I don't want to give away any

14 certain trade secrets. I worked real hard to

15 get intimate knowledge. But, I mean, there are

16 certain things that you can put in writing to

17 force them to dictate a response. Insurance

18 adjusters do not like to put things in writing.

19 So when Paul would ask my

20 assistance, I would tell him what to -- I

21 would say, "Put this in a letter. Give them

22 this option. Set them up." You always want

23 with insurance companies for there to be a

24 repercussion for not responding, or not

25 responding accordingly. And, so, you're

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1 creating a file.

2 Q. It's easy in West Virginia.

3 A. Until they did away with third
4 party bad pay.

5 Q. You're right.

6 A. But, yeah. Yeah, it's a lot easier
7 there, and South Carolina and Northeast
8 Pennsylvania.

9 Q. So, what are some of the other
10 buttons? I mean, before I say that, you know,
11 this is confidential, and if you want us to
12 keep all of that under seal --

13 A. Well, no. It's really just a
14 matter of -- I mean, there are certain
15 practices that I utilize in my experience that
16 brings me in, in my opinion, and others have
17 told me, larger recoveries for my clients.

18 Q. And, you feel that's proprietary?

19 A. I just feel that that's my intimate
20 insurance knowledge that I've learned over time
21 in understanding how the inter-workings of
22 authority work. How to get a file to the next
23 level to where a supervisor -- what you want to
24 do -- an adjuster is just doing their job.
25 They're a front-line employee that is just

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1 making sure that their tail is covered in the
2 notes in case their file ever gets audited.
3 They're not bad people. If you give them what
4 you need to pay you, they are going to pay you.

5 But, there are ways that you can
6 put things in writing, and certain things that
7 you can do to make sure that that file gets
8 elevated, without you picking up the phone, and
9 calling and screaming at the manager. Because,
10 what you always want to do, and my opinion on
11 this side of things -- and, again, on an
12 average small whiplash case, that isn't going
13 to happen. But, in a case of any consequences,
14 especially, if there are potential limits at
15 issue to where you might be able to pop for
16 excess, you want to make sure you're doing
17 things that, if you are forced to try the case,
18 and you do blow it up, you do ring the bell in
19 court, that you now have that insurance company
20 on the hook for the fact that they could have
21 settled that matter within policy limits.

22 And, I knew how to that do that,
23 because my job was to protect my company from
24 that very thing for many, many years. And,
25 believe me, I wish I could say my adjusters

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1 were perfect, because they were far from it.

2 Q. You also saw how different
3 plaintiff's firms negotiated cases, true?

4 A. Fair, yes.

5 Q. Some were similar. Some were
6 different.

7 A. Yes.

8 Q. And, some used different tactics
9 than others.

10 A. Yes.

11 Q. Some of those tactics were more
12 successful than others.

13 A. Yes. I would say that's fair.

14 Q. Those attorneys were using their
15 professional judgment on what they thought
16 would get the maximum recovery for their
17 clients, fair?

18 A. Yeah, I guess I would say that.
19 Yeah, that's fair.

20 Q. And there is no one single way to
21 do anything in handling a PI case, is there?

22 A. No. I think you just approached --
23 when you were on the insurance side, and,
24 please, I don't ever want to sound like I am
25 being demeaning. Everybody does things their

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1 own way. But, you knew the firms that you
2 needed to worry about, I guess, I'll just say
3 that.

4 Q. Okay.

5 A. You know Kevin Kurgis ain't going
6 to court.

7 Q. Right. So you could get him for a
8 little bit less.

9 A. Exactly. Or, you can push him, and
10 you know that inevitably he is going to settle.

11 Q. So the fact that KNR is willing to
12 go to court, it can benefit a client, too.

13 A. I would say that that's fair, and,
14 please, with deference to the guy at the end of
15 the table down there, when I was in insurance,
16 they weren't really a concern for me. I'm not
17 being mean, or demeaning.

18 Q. You didn't know about them?

19 A. No, I didn't. They weren't a
20 concern. Like I said, there were very few
21 attorneys in Ohio that were a concern for me on
22 that side of things, because of the landscape.
23 If I had a first-party case, and Todd Rosenberg
24 was involved, I got a little concerned. Okay?
25 So, and it's just the same in every state,

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1 though, but in Ohio, there were very few that
2 concerned me.

3 Q. Well, it's not that you weren't
4 concerned about KNR, because you saw their
5 lawyers, it's because you hadn't really heard
6 about them. That's what you just said.

7 A. Yeah. And, I knew who their
8 litigators were. I liked them. I think they
9 were good guys. Like, I know Walt Messenger.
10 He had worked for several injury attorneys. I
11 think Walt's a very good attorney, and I love
12 him as a guy.

13 But, I just never had any cases
14 with KNR, or any of the, why don't we say
15 *advertisers*, the high-volume law firms. I
16 didn't have any lawyers there that really
17 scared me. Now, if I had a difficult first
18 party case, and I found out the guy down there
19 was on it --

20 Q. John Reagan?

21 A. -- I would have been concerned,
22 but, now, the rest of the litigators that I was
23 associated with, I wouldn't have been that
24 concerned.

25 Q. And, you also knew some litigators

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1 simply were afraid to go to trial?

2 A. Yes. I think that's fair.

3 Q. And, to have a firm who is willing
4 to go to trial, is a benefit to a client, fair?

5 A. It should be, sure.

6 Q. Especially, if an insurance company
7 knows that, fair?

8 A. Yeah, I think that's fair.

9 Q. Tell me a little bit about your
10 practice.

11 A. Current practice?

12 Q. Yeah.

13 A. I'm a small office. I go out and
14 meet all of my clients in person.

15 Q. That's the way you've chosen to do
16 it?

17 A. Yeah, it's a business choice.
18 Because, I don't advertise. I don't even have
19 a website. My business comes from personal
20 referrals. I do get some calls, of course,
21 when people are at chiropractors, and say,
22 "Hey, we want to meet with a lawyer." I have a
23 handful of people that I deal with on that
24 front.

25 But, I would say, now, that I've

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1 been established for, on my own, for, going on
2 three years, to be quite honest, I get enough
3 personal referrals that I really don't need to
4 do anything else. I mean, I could expand if I
5 wanted to, and if I wanted to advertise. But,
6 I make the business choice to stay small.

7 Q. It's the way you enjoy your
8 practice.

9 A. I do. I do. Because I, and,
10 again, this is not me disparaging any other law
11 firm, this is just me saying that my business
12 is built on contact with the clients, and
13 building that personal relationship, which is
14 also why I think that, because, for me to be
15 successful in getting them healthy, and getting
16 them a maximum return, I need them bought into
17 what's happening, bought into me, and what I'm
18 trying to do, and my staff is trying to do, to
19 better their case, while, at the same time,
20 getting them doctors that are going to get them
21 healthy.

22 Q. Because you're working as a team?

23 A. Exactly. Right. Everybody has to
24 be bought in.

25 Q. So, approximately, how many of your

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1 referrals do you think come from former
2 clients?

3 A. Now?

4 Q. Yes, now?

5 A. Former clients, I would say, it's
6 hard. It varies. But, I would say on average
7 I probably get -- I don't know -- a dozen to
8 twenty a month.

9 Q. What percentage is that?

10 A. Now, I would probably say, because
11 things have been slower on the chiropractor
12 referral front. I would probably say it's
13 better than half right now. I don't need a lot
14 of cases to be profitable, because I am a
15 smaller operation.

16 Q. How many open cases do you have?

17 A. Right now, probably, submitted to
18 the insurance company I, probably, have about
19 fifty.

20 Q. Okay.

21 A. And, I would, probably, say another
22 couple hundred, maybe, in the drawer, still
23 treating, working on, and, then, some in suit.

24 Q. They haven't reached maximum

25 medical improvement, so they're --

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1 A. Correct. Yeah.
 2 Q. So, 250 to 275 total?
 3 A. I think that's fair, yeah, that
 4 sounds about right.
 5 Q. Do you have any other lawyers
 6 working for you?
 7 A. Not currently, no.
 8 Q. Do you have a paralegal?
 9 A. I have three paralegals.
 10 Q. Okay. And they help you out?
 11 A. Certainly.
 12 Q. So, you said you had a handful of
 13 chiropractors that refer to you?
 14 A. Yes.
 15 Q. Who are those?
 16 A. I do business with, well, I get
 17 them from multiple places. I get some from
 18 First Choice Chiropractic, Viers Chiropractic
 19 in Gahanna. I've gotten some cases from, not
 20 so much anymore, I'm not a big fan, what is the
 21 name, Columbus Spine and Rehab, I believe.
 22 Q. I don't know. I'm not down from
 23 that area.
 24 A. Yeah, I'm not a big fan of that
 25 place, per se.

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1 Q. Any particular reason?
 2 A. To be quite honest, I wasn't a big
 3 fan of their unwillingness to reduce.
 4 Q. Their bills?
 5 A. Their bills were higher than, in my
 6 opinion, commercially reasonable.
 7 Q. From what you've seen from other
 8 chiropractors?
 9 A. Correct. Yes.
 10 Q. What about Dr. Fonner?
 11 A. I do a lot of work with First
 12 Choice Chiropractic.
 13 Q. Is that First Choice?
 14 A. Yes, sir.
 15 Q. So, how did you develop those
 16 relationships?
 17 A. Dr. Fonner at First Choice, I got
 18 exposed to, when I was working for the Keating
 19 Firm.
 20 Q. Okay.
 21 A. And, then, they were impressed with
 22 how quickly I was getting cases resolved, and,
 23 actually, he was one of the people that kept
 24 encouraging me to go out on my own.
 25 Q. Fonner?

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1 A. Yes, Dr. Fonner, and most other
 2 people. But, like I said before, guys, it's
 3 not demonstrated by my short term with KNR, but
 4 I am an extremely loyal person. I love Brad
 5 Keating. I truly enjoyed working with him.
 6 But, it became a business decision for my
 7 family. I was bringing in 85% of the clients,
 8 and he was making 85% of the money.
 9 So, I offered to partner up with
 10 him, because he wanted me to prove myself, he
 11 wasn't sure, you know, being a former
 12 executive, he's like, "Well, you had a bunch of
 13 people doing work for you." But, I was like,
 14 "But, I also worked at Kisling, Nestico and
 15 Redick."
 16 Q. Right.
 17 A. And I mean this respectfully,
 18 anybody that can survive at that place, you can
 19 do anything. Because, the volume is extensive,
 20 and if you can manage that, anything else seems
 21 like a cakewalk.
 22 Q. So, it's a good training ground, at
 23 least?
 24 A. I would say for sure. I went into
 25 Brad's office, and I was ready to go in five

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1 minutes. I learned how to use his very
 2 elementary system, and he said, "Well, do you
 3 want to start doing sign-ups next week?" I
 4 said, "I'm ready to go right now."
 5 Q. So, you never practiced law,
 6 actually practiced it, before you started with
 7 KNR?
 8 A. I never represented individual
 9 clients.
 10 Q. That's what I mean.
 11 A. Correct.
 12 Q. And, with four-and-a-half months of
 13 being at KNR, you showed up at Keating's
 14 office, and you were ready to go?
 15 A. Yeah.
 16 Q. Okay. So, whatever else, bad blood
 17 you may have, feelings for Rob Nestico, you do
 18 appreciate the training you received?
 19 A. Oh, certainly. Like I said, I will
 20 always be grateful for him giving me my first
 21 opportunity in this side of things. I actually
 22 truly enjoy being an injury attorney. There's
 23 no doubt about that. And just to be able to
 24 see how the whole process works, as a whole, it
 25 let's you decide how -- you know, everybody was

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

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

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

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

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

21 Q. Right.

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

25 Q. But that was true when you were at

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1 KNR, too, right?

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

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

15 A. Yes, sir.

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

18 A. No, not at all.

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

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

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

5 Q. Right.

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

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

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

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

16 A. That is fair, yes.

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

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

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

25 A. Yes, correct. That is correct.

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

4 A. Yes, sir.

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

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

9 Q. Okay.

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

13 Q. You knew how to handle her?

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

24 Q. Right.

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

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1 Q. And you didn't let her tell you how
2 to do it, did you?

3 A. No, sir. I did not.

4 Q. You exercised your own judgment?

5 A. Where she was concerned, certainly.

6 Q. Now, you don't know the reason that
7 she would send these e-mails out about
8 directing to certain chiropractors, do you?

9 A. I have no idea why, no.

10 Q. Did you know that it was to spread
11 the work out so they weren't working just one
12 or two people?

13 A. I have no idea. Like I said, I was
14 only told -- my specific instructions, when I
15 started there were, *all cases are to go to*
16 *Town & Country, unless otherwise advised.*

17 Q. But that's not how you operated?

18 A. Not once I entrenched myself a
19 little bit, no.

20 Q. Well, you never sent somebody to
21 Town & Country that you thought did not need
22 chiropractic treatment, did you?

23 A. No. If they did not need
24 chiropractic treatment, no.

25 Q. And, you certainly didn't force

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1 someone to go there, if they didn't want to go
2 there?

3 A. No. I would try to talk them
4 into -- like, usually, my biggest issue that I
5 had is that it didn't make sense for me to have
6 someone ride in a minivan, driven by one of
7 Town & Country's employees forty-five minutes,
8 when we had another chiropractor that was
9 friendly, and did good work, five minutes down
10 the street from where they lived. It just
11 wasn't logical.

12 And, then, also, there were many
13 clients after clients started complaining to me
14 about the environment at Town & Country. And
15 guys, I would welcome -- if you question
16 anything I have to say, pop in there some time.
17 That's all I have to say about that. It is
18 chaotic, and people that were discerning, would
19 question that treatment, and asked to be -- I
20 had many of them ask me to move them somewhere
21 else.

22 Q. And you did.

23 A. You had to come up with a very good
24 reason, because you had to explain yourself. I
25 got talked to several times about that.

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1 Q. Well, one of the problems with
2 changing, sometimes, a carrier can look at it,
3 and see if you're doctor hopping. That's
4 something the carrier takes into consideration
5 sometimes?

6 A. I think, usually, my client was
7 commended for going somewhere else, to be quite
8 honest.

9 Q. I'm not talking about your clients
10 at KNR. I'm saying when you were working in
11 insurance, you would look to see if somebody
12 was doctor hopping, or doctor shopping,
13 wouldn't you?

14 A. No. I mean, treatment was
15 treatment. It was gaps in treatment that I
16 really concerned myself with.

17 Q. For example, if the accident is on
18 January 1st, and you don't see treatment until
19 February 2nd, you start to wonder?

20 A. Certainly.

21 Q. It's important to start treating
22 earlier?

23 A. That's fair. I think it adds
24 credence to the injury claim, certainly. Yeah,
25 I wouldn't disagree with that.

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1 Q. Who were some of the chiropractors
2 you developed, you were saying who they were,
3 you developed relationships with, after you
4 left Keating?

5 A. I would say Viers is the most
6 prominent one. Now, Viers, he is not what you
7 would call auto accident chiropractor, if you
8 will, or Workers' Comp chiropractor. He is
9 actually a chiropractor that doesn't like to
10 work under letters of protection. In fact, he
11 refuses to do so. Now, he will with me,
12 because he knows I get the job done, and that's
13 really what it comes down to. But, I'm the
14 only attorney that he does that with, in fact,
15 I'm the only attorney he does business with.

16 And, that ended up happening,
17 because we run around in the same areas. And
18 everybody kept telling me about how I need to
19 reach out to Dr. Viers, and everybody kept
20 telling Dr. Viers that he needs to reach out to
21 me. And, then, we finally got together, and it
22 was a love connection. I don't know what else
23 to say.

24 Q. But, before you started sending
25 clients there, you wanted to see how he ran

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1 things?

2 **A.** Yeah, oh, no. I went to the
3 location, and saw it, talked to him, and talked
4 about his philosophies on treatment, and
5 everything else. And he is just one of those
6 that if he never saw an auto accident victim --
7 he doesn't mark it. He doesn't do anything
8 like that. It's just his existing clients, or
9 their family that might get in an accident.
10 They come to him, and they say they want to get
11 a lawyer. He may say, "Listen, if you're
12 interested in a lawyer, you know, you might
13 want to reach out to this guy. He's local."
14 Or, there are some other guys that he'll give
15 names out, and say, "If you're interested, you
16 can call them, or go find somebody." But,
17 he'll also say, "I need to talk to the lawyer
18 to see what's going to happen with regard to
19 this."

20 **Q.** If he doesn't know them?

21 **A.** Yeah. Because, I mean, basically,
22 what he's going to do, and what he has
23 historically done, he'll just try to --
24 industry term -- *suck the MedPay*.

25 **Q.** Yeah.

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1 **A.** Or, he's going to reach out, and
2 require health benefits, or they are going to
3 have to pay cash.

4 **Q.** And by *he*, you're talking about --

5 **A.** Dr. Viers. Like I said, he does
6 not like the practice of letters of protection,
7 because he's been burned in the past.

8 **Q.** What else was important to you,
9 when you were talking about Dr. Viers about his
10 practice, and how he handles patients, and
11 billing, and everything that was important to
12 you to know whether to refer clients?

13 **A.** Well, what I like is, I like
14 diversity of people that I deal with. Because,
15 again, much akin to, when I referred to earlier
16 about how -- you have Town & Country here,
17 then, you have DSCC, which is this big military
18 installation, the accounting firm for the
19 government. And, then, on this side, you had
20 White Hall Injury Center, which is one
21 chiropractor, one little office, one person
22 working the front. Those are two completely
23 different types of treatment. When you go see
24 White Hall, you're going to be in there.
25 You're one-on-one with the doctor. You're not

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1 being pushed through a bunch of various things,
2 like some of these other operations. You know,
3 First Choice is very akin, you know, similar to
4 that, where they're more of the -- they have
5 more cliental. And they are all auto accident,
6 or Workers' Comp people. So, when you go to
7 Dr. Viers, Dr. Viers is that guy that you would
8 say, "Hey, if my back is out of whack, and I
9 need to get it cracked, I'm going to go to him,
10 even if you have to pay cash for him." So,
11 it's more one-on-one true, you know, almost
12 like going to see the general lawyer, or the
13 general doctor, if you will. He is a general
14 chiropractor.

15 **Q.** And you thought that was good for
16 your clients?

17 **A.** Yeah. I like to give my clients an
18 option of what type of treatment they want. If
19 they want chiropractic, I let them choose the
20 type of environment they would prefer of the
21 two of them, if they are in that vicinity.
22 But, I also tell them, "You can also go to any
23 chiropractor that you want." I don't care.
24 I'll work with them.

25 **Q.** So, letters of protection were

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1 important, when you talked to Dr. Viers?

2 **A.** Yeah. I tried to see if he would
3 work with them, yes. And he still prefers not
4 to.

5 **Q.** But, he does?

6 **A.** Occasionally, yes.

7 **Q.** And, the one-on-one was important
8 to you?

9 **A.** Yeah, it was important to give my
10 client that option, certainly.

11 **Q.** What else were you trying to find
12 out from Dr. Viers, before you referred a
13 client?

14 **A.** I just wanted to see what kind of
15 human being he is.

16 **Q.** Okay.

17 **A.** In reality, how he's going to be
18 with the patients. And, like I said, the
19 people that were talking to me about needing to
20 get together and meeting him, were people who
21 have been treated by him that I know from the
22 Gahanna area, where we are. And, not to
23 mention, I mean, he is widely considered to be
24 the single best chiropractor in the area. I
25 mean, you say his name, even in the

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1 chiropractic community, and everybody knows
2 him. And it's not because he's six-four about
3 250 pounds, and can bench press a house. But,
4 that also helps. He is kind of unforgettable.
5 He looks like he should be a professional
6 wrestler. He's a big boy. But, he is also
7 just a great human being, and a pillar of the
8 community, very involved in all of the business
9 dealings for the city of Gahanna. So he's a
10 player.

11 Q. And, did you say he refers most of
12 his cases to you?

13 A. If I'm not mistaken, if somebody
14 says they want a lawyer, he'll -- I don't know
15 that he does business -- or, it's not fair to
16 say *does business with* --

17 Q. I know what you mean.

18 A. I'm not aware of him referring to
19 any other attorneys, because he doesn't like
20 injury attorneys.

21 Q. So, as far as you know, he refers
22 all his injury cases to you, if there's a
23 lawyer needed?

24 A. If there's a need for a lawyer,
25 that's my understanding. There could be other

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1 ones that I just don't know about.

2 Q. And you refer cases to him?

3 A. Yes. If someone wants that type of
4 treatment, and they are local, yeah. I mean, I
5 give him as an option all the time.

6 Q. Do you see anything wrong with
7 that?

8 A. No, I'm not beholden to any one
9 chiropractor, or physical therapist.

10 Q. Well, the fact that he refers cases
11 to you, and you refer cases to him, do you see
12 anything wrong with that?

13 A. No, not as long as it's not an
14 agreement to, you know -- a tit for that. As
15 long as there is none of that, I don't see a
16 problem with that.

17 Q. And, you like working with
18 chiropractors who like working with you, don't
19 you?

20 A. Oh, sure.

21 Q. You like chiropractors who are
22 going to have your client's best interest at
23 heart?

24 A. Always.

25 Q. Who will work on their bills, and

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1 reduce their bill. That was important to you?

2 A. If necessary, I like to know I have
3 that flexibility, certainly.

4 Q. And, who will do letters of
5 protection?

6 A. Forensically, certainly.

7 Q. Why are those so important?

8 A. Well, I think letters of protection
9 are important on two levels. Number one, you
10 do have some clients that don't have health
11 benefits, don't have to ability to pay, but
12 they need the treatment. So, that's one
13 aspect. The most important one.

14 But, also, I think I touched on it
15 with ROBINSON v. BATES, in my opinion, I don't
16 see why the insurance industry should get the
17 benefit of the reduction. That should be going
18 to the client, and that client's attorney's
19 ability to negotiate that down. But, the
20 insurance company should not be rewarded for
21 that, in my opinion. So, that's why letters of
22 protection, in my opinion, are important.

23 Q. And, some of your clients who don't
24 have insurance can't afford to get treatment
25 otherwise, fair?

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1 A. That's fair, yes.

2 Q. And for those people, not only is
3 it good for their case, but it is good for them
4 to get the treatment earlier so they can heal
5 quicker?

6 A. Absolutely.

7 Q. ROBINSON v. BATES, have you ever
8 seen that at trial, how it works?

9 A. Yes, I have.

10 Q. What is your understanding of that?

11 A. Well, it's just what you're able to
12 blackboard as a lawyer, as the special damages,
13 you know, if there is any collateral source,
14 you're only allowed to put up those numbers
15 that are due and owing. And, obviously, if
16 there's a lien, you know, if a health provider
17 paid, and they put a lien on the file, then,
18 you're entitled to claim that, as well. But,
19 if Medicaid reduced a bill from \$5,800, you can
20 only black board the \$800. You don't get the
21 benefit of the full \$5,000.

22 Q. You can't put both up?

23 A. Correct. No.

24 Q. Okay. Do you try your own cases,
25 or refer them out?

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1 A. I work on them with a colleague of
2 mine.
3 Q. Who is?
4 A. David Goldstein, or sometimes with
5 Gina Piacentino.
6 Q. But, you, essentially, if it goes
7 to trial, do they try the case?
8 A. Yeah, or I'll go with them. But,
9 since I've been open, we've only had to go to
10 trial twice, and they were both really small
11 cases, and David ran with them.
12 Q. You didn't second chair those?
13 A. No, it wasn't necessary.
14 Q. You haven't tried a case?
15 A. Not on my mine own yet, no.
16 Q. Have you second chaired a case?
17 A. Yes.
18 Q. When?
19 A. Last year, like I said, there was a
20 small case in muni court.
21 Q. Okay. Did you take any of the
22 witnesses or closing arguments, or any of
23 those?
24 A. No, he took all lead in that case.
25 I was just there. I went to depositions, and

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1 things of that nature, but that's it. The
2 actual trial work, he did.
3 Q. Now, at KNR, you were in pre-lit?
4 A. Yes, sir.
5 Q. So you probably didn't do
6 depositions there?
7 A. No, sir. I sat in on Examinations
8 Under Oath. That was it.
9 Q. Were those mostly first party
10 cases?
11 A. Yeah, always. Rob Roby, primarily,
12 or Curry, Roby and Mulvey.
13 Q. And that had nothing to do with it
14 being KNR. That's what a lot of carriers do on
15 first party cases, especially, with minimal
16 damage, fair?
17 A. Rob Roby has everything to do with
18 KNR, but, yes, I think, that's fair. They all
19 have the ability under their policy to write,
20 under every insurance policy, to take an
21 Examination Under Oath, if necessary.
22 Q. And, when you were in insurance,
23 you didn't single out any one firm that you did
24 those on, did you?
25 A. No.

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1 Q. You did them on, probably, nearly
2 every plaintiff firm you worked with on first
3 party cases, at some point, fair?
4 A. We really didn't do examinations
5 under oath. We only really did them in fraud
6 cases.
7 Q. Okay.
8 A. But more like, policy not in force
9 things. Looks sketchy type of thing. Because
10 we were kind of a unique animal. But, make no
11 mistake, and, please, this is not me, again,
12 I'm not trying to blow up KNR.
13 Q. Okay.
14 A. Put a lot of his kids through
15 college, let's put it that way.
16 Q. So have you become somewhat friends
17 with -- I totally forgot his name. The
18 chiropractor who referred you to use --
19 A. Jim Viers?
20 Q. Yes, sorry. I just totally forgot
21 his name.
22 A. Yes, I would say that we're friends
23 to a degree. We don't really see each other
24 socially, but we've grabbed lunch a couple
25 times, and talked on the phone a couple of

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1 times.
2 Q. It helps to have that relationship.
3 A. I would say in any business
4 venture, it is good to have relationships with
5 various vendors.
6 Q. If you need to reduce a bill, you
7 would give him a call, and talk to him?
8 A. Yes.
9 Q. And you feel like, as being a
10 friend of his, even though you don't go out
11 socially, that helps you in that regard?
12 A. I don't know that friends come into
13 it, in that situation, again, I'm speaking as
14 to me. I mean, I have a very -- anytime I do
15 business, and I have a friendly relationship, I
16 always make things very clear -- business is
17 business and personal is personal. I mean,
18 even with First Choice, I've had some knock
19 down drag outs with them. But I can go have a
20 beer with Dr. Fonner. It's not a personal
21 thing, it's a business. That's just the way I
22 operate. It's been a big thing to me.
23 Q. But, Dr. Viers and Dr. Fonner trust
24 you?
25 A. I think that's fair to say, yes.

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1 Q. And, that helps?

2 A. Certainly.

3 Q. So, the relationship that you

4 developed with them has helped your clients, as

5 well?

6 A. I would have to say, yes.

7 Q. There's nothing wrong with that

8 either, is there?

9 A. I don't see anything wrong with

10 that.

11 Q. It's a good thing for your clients?

12 A. Inevitably, sure. It's always good

13 to like the people you have to work around and

14 with, certainly.

15 Q. In Dr. Viers area, geographical

16 area, what percentage of your cases, where your

17 clients need chiropractic care, do you think

18 you're referred?

19 A. It's a smaller percentage. I

20 honestly don't know, maybe, 5%, 10%.

21 Q. Who do you refer mostly to, though?

22 A. If I'm referring out --

23 Q. Yeah.

24 A. It all depends on the area, I would

25 say the lion's share, probably, go to First

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1 Choice. I have some people out west, and

2 you're going to have to forgive me. I can't

3 remember the name of the chiropractor, just

4 because I don't have a ton. But, my paralegal,

5 her mother had treated with this doctor. He's

6 out in the West Jefferson area. So, I have a

7 guy out there, and, then, other than that,

8 there's a Dr. Alford (ph), who used to be with

9 First Choice, but is now on his own, and has

10 opened an office in Columbus, as well. And I

11 started giving him a little bit of business, if

12 that makes sense, because he also offers

13 acupuncture.

14 Q. Okay. Now, if there's a client of

15 Dr. Viers, and he tells the client about you,

16 how does the client contact you?

17 A. As far as -- he just gives them my

18 name and number, if they want to contact me.

19 Now, if somebody is at First Choice, I might

20 get a call that says, "Hey, we've got a patient

21 here that wants to speak to an attorney, and

22 they've asked to speak to you," because they

23 have a whole bunch of cards up there.

24 Q. Uh-huh.

25 A. And, say, you know, "Is there

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1 anybody in particular? Do you have a previous

2 relationship with an attorney that you would

3 like us to deal with," and that sort of thing.

4 So, yeah, I'll inevitably get a call that says,

5 "A patient wants to meet with you."

6 Q. Do you take that call?

7 A. Yeah. Or, they call my paralegal,

8 or whomever. Somehow they get to me, or they

9 call or text me.

10 Q. From the chiropractor's office?

11 A. Yes.

12 Q. Anything wrong with that?

13 A. No.

14 Q. Have you had them sign up, either

15 at the chiropractor office, or somewhere else,

16 the clients, the contingency fee agreement?

17 A. Like, have them do the paperwork?

18 Q. No. Send something over to them,

19 and fax it, or have the chiro print it off, and

20 have the client sign it?

21 A. No, I go meet them.

22 Q. Okay. So, you go meet them at the

23 chiropractor's office --

24 A. Yes, sir.

25 Q. -- to go over it with them?

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1 A. Yes, sir.

2 Q. Did you ever, when you were at KNR,

3 get on the phone with a client and a

4 chiropractor?

5 A. Yes, all the time.

6 Q. Okay. Then, you would fax the form

7 over to them, if they needed it, or e-mail it

8 over, or send an investigator?

9 A. No. Those guys were already

10 sitting there with them.

11 Q. I thought you said earlier you

12 didn't know why the investigators were there.

13 You were just assuming?

14 A. No. No. No. They were there.

15 They would always -- they would be on the

16 phone, like, Wes Steele would call, and say, "I

17 have so-and-so here. They would like to talk

18 to you." And, then, he would put them on the

19 phone. And, he was always very good with -- I

20 think he's a former preacher. He's the

21 sweetest damn guy in the world. And, then, you

22 would get on the phone, and you would talk to

23 the people, and go through the rhetoric, and

24 explain the forms, and, then, he would have

25 them sign.

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1 Q. So, Wes Steele wouldn't explain the
2 forms to them, you would?

3 A. No, sir. A lawyer had to explain
4 the forms.

5 Q. I just wanted to make sure my
6 statement was correct. Wes Steele did not
7 explain the contingency forms, true?

8 A. Not to my knowledge, no. It was a
9 requirement that a lawyer do that.

10 Q. Okay. So, Wes Steele wasn't giving
11 a consultation, you were?

12 A. Yeah. Not to my knowledge, no.
13 Yeah, I was the one going over the forms on my
14 cases. What else he said, I have no knowledge,
15 but I don't think so.

16 Q. And, Wes Steele wasn't out there
17 talking to the patients on his own. It was
18 after the chiropractor asked that they wanted
19 to speak to a lawyer, fair?

20 A. Yes. I think that's correct, yeah.

21 Q. And, sometimes, would that be at
22 Dr. Fonner's office, as well?

23 A. I don't know if they do business
24 with him, or not.

25 Q. But, it wasn't just KNR that they

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1 would refer to, those chiropractors, they would
2 refer to multiple different attorneys?

3 A. I would imagine so.

4 Q. Okay.

5 A. I mean, I know that Town & Country,
6 in particular, because they seem to be the
7 center of a lot of this, I know they deal with
8 other attorneys, other than, they send some
9 work to Brad Keating, when he was there, or,
10 right before I started, he went away from that,
11 because I told him I wouldn't go sign up cases
12 there anymore.

13 But, yeah, I think, they do
14 business with Schiff, and Mancini, as well,
15 too, I think.

16 Q. And they all talk to clients at a
17 chiropractor's office, fair?

18 A. Yeah, a lot of them have
19 investigators they send out.

20 Q. Okay. And, the investigators,
21 again, don't do the consultations, but they
22 bring the paperwork; is that what they do?

23 A. Yeah, to my knowledge. I don't
24 know what goes on there. All I can tell you is
25 what happened when Wes Steele would call. I'd

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1 pick up the phone, and run with the intake.

2 Q. And, when you went through the
3 contingency fee agreement, what types of things
4 would you tell the client?

5 A. You would just explain, you know,
6 you would explain how contingency works. You
7 know, whatever, you know, everybody -- like you
8 said, and I will say that this is correct, you
9 develop your own style, you know, as to how you
10 do it. And, just run through what all the
11 paperwork is, you know, this is a medical
12 authorization, and this is why we get this, and
13 need this, this, and, you know, this is the fee
14 agreement. I can't remember every piece of
15 paper that was required for KNR, to be quite
16 honest. I can only speak as to what I had
17 people sign. And, like, in my situation, I get
18 a medical authorization. I get a
19 non-solicitation agreement saying that they are
20 meeting with me at their own free will type of
21 thing.

22 Q. Uh-huh.

23 A. Get them to go over the fee
24 agreement. And, in most situations, I have
25 them execute a limited Power of Attorney for

208

1 me.

2 Q. So when you were at KNR, and were
3 talking to potential clients about a
4 contingency fee agreement, some clients would
5 have more questions than others?

6 A. I would say so, yeah, sure.

7 Q. You would never, though, have
8 somebody sign, if you did not think they
9 understood it, would you?

10 A. I would never allow somebody to
11 sign, if they didn't understand it, no.

12 Q. And, you would never do that at KNR
13 either, true?

14 A. No. No. I mean, I guess I would
15 say, I feel like everything I say makes it
16 sound like I'm trying to attack here. But, I
17 honestly don't know. It was over the phone, so
18 it's so hard. I mean, I could gather from the
19 phone it sounded like they understood what I
20 was saying.

21 Q. Well, you asked them if they
22 understood?

23 A. Yeah, I asked them. I said, "Are
24 you prepared to sign the paperwork now? Do you
25 feel comfortable with it?"

209

1 Q. Do you have any questions?

2 A. Exactly, yeah. And if they didn't,

3 they signed the paperwork.

4 Q. Do you recall one time, where you

5 thought, *wow, they didn't understand it, but I*

6 *had them sign it anyway, ever happen?*

7 A. Not to my knowledge. I wouldn't

8 have been okay with that.

9 Q. Right. You wouldn't have done

10 that?

11 A. No, I would not have.

12 Q. And KNR didn't ask you to do that

13 either?

14 A. They never asked me to do that, no.

15 Q. You knew that you had to explain to

16 the client how the contingency fee agreement

17 worked, how expenses worked, all those things?

18 A. I don't really recall covering

19 expenses, no.

20 Q. It was in the contingency fee

21 agreement, wasn't it?

22 A. Yeah, if they asked questions about

23 it. But, usually it was just about the

24 percentage, and how that worked. I didn't get

25 a lot of questions about expenses ever.

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1 Q. Well, no one told you not to talk

2 about expenses?

3 A. No. No one told me not to talk

4 about that, no.

5 Q. That was your decision, based on

6 the conversation with that client?

7 A. Yeah.

8 Q. But, they certainly had that

9 information. They read it. You asked if they

10 had any questions?

11 A. Yes, sir.

12 Q. Sometimes, people did ask questions

13 about it?

14 A. Sure.

15 Q. What would you tell them?

16 A. Well, you just sit there, and you

17 say -- now, I will say, I honestly never talked

18 about the investigative fee, because, honestly,

19 I never understood it. But, that said, I would

20 talk to them about, "There are expenses

21 associated with securing your medical bills,

22 and those costs, and those come off the top."

23 That's how I would explain it.

24 Q. There are costs with securing

25 police reports, too, right?

211

1 A. I don't charge the cost for the

2 police reports.

3 Q. I didn't ask you what you charge

4 them, but aren't there costs for that, too?

5 A. I honestly don't know. They are on

6 a database. You can pull them down. I don't

7 usually have to pay for them.

8 Q. So, in 2014, all police reports

9 were on a database?

10 A. Yeah, I don't know. I honestly

11 don't know that answer.

12 Q. If there are costs associated with

13 obtaining a police report, that's a valid

14 expense, right?

15 A. I would say, unless you gathered

16 that police report ahead of time, and found

17 some way to market it to them, then, I would

18 say that doesn't really seem fair to me. You

19 know, if -- I don't know. Let's just say for

20 this --

21 Q. I didn't ask that, though, did I?

22 I said that obtaining a police report for a

23 client's case, that's a valid expense, fair?

24 A. Yes, if it's acquired after you

25 sign them, I would say, yes.

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1 Q. You need to get the police report

2 for an accident case, fair?

3 A. Yeah, but I would say that if you

4 secured the police report, use that as the

5 mechanism with which to meet the client, and

6 get the free consultation, then, that was your

7 expense to bear, and that's how you acquired

8 it. And I don't think that that should fall on

9 the client, personally.

10 Q. I have no idea what that answer was

11 to what I just asked.

12 MR. MANNION: Can you read that

13 question back, please.

14 (Whereupon, the court reporter read

15 back the last question.)

16 A. Yes, if you didn't already have it,

17 when you met the person.

18 Q. An accident report is important,

19 when dealing with the insurance company, isn't

20 it?

21 A. You mean the police report?

22 Q. Police report.

23 A. Yes, sir.

24 Q. Accident report, police report.

25 A. Because it's going to help you open

213

1 up the case, as well.

2 Q. Right.

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

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

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

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

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

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

24 A. If I had an attorney --

25 Q. Yeah.

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1 A. Bad mouth --

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

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

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

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

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

20 A. That's fair, yeah.

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

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

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

3 Q. So --

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

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

8 A. No, I do not.

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

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

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

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

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

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

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

3 A. That's fair.

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

6 A. How so?

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

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

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

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1 chiropractors we use," or how did that work?

2 **A.** He said that they did a lot of
3 business. At his office, it was limited, like
4 I said, he was tailing off with Town & Country.
5 He did some business with Buckeye. I can't
6 remember the complete name. Was it Buckeye
7 Chiropractic, or Buckeye Sports Medicine, or
8 something? I don't know what the heck it is.

9 And, then, Dr. Fonner, he did some
10 work with Shane Malane (ph) out in Newark. He
11 wasn't allowed to practice in Columbus at the
12 time. I think he had some sort of do not
13 compete or something on him. And, I think
14 that's about it. Oh, I had some Columbus Spine
15 and Rehab cases, as well, very few though.

16 **Q.** But, did Attorney Keating, did
17 Mr. Keating tell you, "Here's the chiros we
18 typically use"?

19 **A.** Yeah. And he would say -- but, the
20 criteria for referring to them was never
21 dictated to me. It was just whatever fits
22 best.

23 **Q.** But, they were preferred
24 chiropractors?

25 **A.** Yeah. Against the universe of

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1 chiropractors, absolutely, they were.

2 **Q.** And, that's because he knew them,
3 worked with them, and thought that they would
4 be good for the client's case?

5 **A.** Yeah. Treated the clients well,
6 yes, certainly.

7 **Q.** In fact you had some cases where
8 Dr. Ghoubrial was the treating physician for
9 some of your clients, when you were at Keating,
10 right?

11 **A.** He might have been on some. In
12 fact, I know for at least one or two, he was on
13 there.

14 **Q.** But, those bills got paid, didn't
15 they?

16 **A.** I don't know. I didn't handle the
17 reductions with him.

18 **Q.** Okay.

19 **A.** Guys, I don't mean that I wouldn't
20 do business with the guy. If they wanted to
21 work a reduction with Clearwater, someone else
22 in the office could call them and talk to them.
23 I told Brad I wouldn't go to Town & Country,
24 and I wouldn't deal with Dr. Ghoubrial. That
25 was my choice.

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1 **Q.** But, you had some clients, who you
2 settled cases for, who treated with
3 Dr. Ghoubrial, when you were at Keating's
4 office?

5 **A.** I would say, yes, there was at
6 least one or two, yes.

7 **Q.** Now, you also had clients at
8 Keating's office, who had injections from other
9 medical doctors, in addition to Dr. Ghoubrial?

10 **A.** I honestly --

11 **Q.** I don't mean they went to multiple
12 doctors.

13 **A.** No, I honestly can't recall. The
14 injections weren't really a big deal, and, if
15 they were, we utilized Key Health to get them
16 to a doctor that would handle the injections.

17 **Q.** Okay. But, there would be a
18 medical doctor that would give the injections?

19 **A.** Yes. If they, if the person had
20 benefits, and wanted to go to somebody within
21 their plan, yes.

22 **Q.** But, that was a decision, whether
23 they get injections, between the medical
24 doctor, and the client, right?

25 **A.** Medical doctor, or in the two cases

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1 I handled with Town & Country, I think that
2 that's the number that resonates in my head, or
3 the chiropractor referring, in those instances.

4 **Q.** Same with TENS units?

5 **A.** I think, most chiropractors use
6 TENS units anyway, during the course of
7 treatment, when you are there, at least, that's
8 what I've witnessed, when I've been to the
9 various chiropractors.

10 **Q.** Did you know that the only lawyer,
11 or potential employer for you, after you left
12 KNR that called Rob Nestico to ask about you
13 was Mr. Keating?

14 **A.** Yeah, that's fair.

15 **Q.** And, he hired you after that call,
16 right?

17 **A.** He's literally the only one that I
18 was approaching.

19 **Q.** And, Mr. Keating hired you, after
20 he talked to Mr. Nestico, correct?

21 **A.** Yeah. He hired me because he said
22 everything that Rob said made him like me even
23 more.

24 **Q.** But, he hired you afterwards,
25 right?

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1 A. Yes.

2 Q. So, Mr. Nestico didn't interfere
3 with that relationship?

4 A. He certainly tried.

5 Q. He didn't interfere with it, did
6 he, you got the job?

7 A. Yes, I got the job.

8 Q. Okay.

9 A. Because he was unsuccessful in his
10 interference, is really in my opinion --

11 Q. I know you want to keep throwing
12 that out there. My question to you was, you
13 did get the job, correct?

14 A. I did get the job, yes, sir.

15 Q. Did you also ask any of the chiros
16 that you talked to whether they give
17 transportation to clients?

18 A. As far as the ones I do business
19 with?

20 Q. Yes.

21 A. I'll certainly ask if that's an
22 option, yes, sir, I will.

23 Q. And why do you do that?

24 A. Well, I mean, if that's an option,
25 it might broaden the base of people that you

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1 telemarketing for the doctors. I think it's
2 fair.

3 Q. And why so?

4 A. I think commercial speech is
5 protected under the Constitution. So they are
6 just doing business. They don't have to pick
7 up the phone. If someone doesn't want to talk
8 to a marketer after an accident, don't pick up
9 the phone. But, I think, it is just doing
10 business. I do think that there is a universe
11 of people out there that don't have health
12 insurance, and don't think they have an option.

13 I can't tell you how many people
14 that have reached out to me, after talking to a
15 friend, or somebody I've represented, and said,
16 "Well, I don't have health benefits. What am I
17 going to do?" And I was like, "Well, if you're
18 injured, I can help you secure treatment."
19 That's just a fact. So, I do think the
20 telemarketing, in and of itself, I believe in
21 it. I'm a defender of it.

22 MR. MANNION: We can take a break.
23 (Whereupon, a break was taken.)

24 MR. MANNION: Let's get started so
25 we can get moving.

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1 can get to them, if they're willing to
2 transport them.

3 Q. That's --

4 A. Some people do not have the ability
5 to get there.

6 Q. That's a good benefit to the
7 client.

8 A. I don't disagree with that, yeah.

9 MR. PATTAKOS: Tom, I could use a
10 break when you have a chance, when you come to
11 a stop.

12 MR. MANNION: In a couple minutes,
13 yeah.

14 Q. And, likewise, some of the
15 chiropractors that refer you cases have
16 telemarketers, correct?

17 A. Certainly.

18 Q. And, the fact that they get someone
19 in from telemarketing, and, then, recommend
20 you, do you see anything wrong with that?

21 A. They recommend a slew of attorneys,
22 as an option. They give them the pick of who
23 they like to do business with.

24 Q. Okay.

25 A. But, no, I don't -- I am for

224

1 Q. I'm going to show you Exhibit 3,
2 again, that Mr. Pattakos showed you.

3 A. Is this the American Family?

4 Q. Right. And you were let go on
5 December 16, 2014, according to our records,
6 about fifteen days after this?

7 A. Fourteen, yes, sir.

8 Q. You're not saying you got fired,
9 because of this e-mail, are you?

10 A. You know, I honestly don't know
11 why.

12 Q. You're saying --

13 A. But, I mean, only Paul knows what
14 went on in that conversation.

15 Q. Okay.

16 A. But, what I was being let go for,
17 and what I was being told I was let go for, is
18 because they thought I was trying to seek
19 employment elsewhere. When I corrected them,
20 and he realized that was not true, he talked to
21 Nestico, and he said no.

22 So, if you ask me what my personal
23 belief is, yeah, I rocked the boat a bit much,
24 and, he probably wanted to send a message to
25 the rest of the office down there.

225

1 Q. You don't know that, though, do
2 you?
3 A. I do not know that, sir, no I do
4 not.
5 Q. And, it's an at-will employment?
6 A. Yes.
7 Q. So, you're not going to come into
8 court, and say that because of Exhibit 3, you
9 got fired, are you?
10 A. I have nothing to back that up,
11 other than personal feelings, yes.
12 Q. Okay. When you were at the
13 insurance company, you managed a group of
14 people?
15 A. Yes, sir.
16 Q. Were some of those lawyers?
17 A. Yes, sir.
18 Q. So, you were a non-lawyer managing
19 lawyers?
20 A. No, I was a lawyer.
21 Q. Before you got your degree?
22 A. Oh, no, before I got my degree, I
23 didn't manage any lawyers. Now, I would manage
24 the litigation outside, and be the corporate
25 designee in determining what to do, and if we

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1 were going to settle, keep going, take the
2 deposition.
3 Q. Okay.
4 A. But, I didn't manage any interior
5 lawyers until after I was a lawyer.
6 Q. Okay. But, you did not let, at
7 KNR, let Brandy manage the way you did
8 business, correct?
9 A. Not on any individual case, no, I
10 would not.
11 Q. You talked a little bit about when
12 you started at KNR, and their philosophy, would
13 you agree with me that one of the things that
14 Mr. Nestico told you is, "We never take more
15 money than the client?"
16 A. He never told me that, no.
17 Q. You never saw one time, any case
18 you had, where KNR got more money than the
19 client, did you?
20 A. I don't know. I honestly don't
21 know.
22 Q. You don't remember any, do you?
23 A. I can't say I remember any, and I
24 can't say I don't remember any. I don't
25 remember, no.

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1 Q. You do know that there were
2 reductions in KNR's fee in the majority of
3 cases?
4 A. I believe, we reduced the fee in
5 most cases when I was there.
6 Q. And, that was more than the \$50
7 investigator fee, and more than the \$150
8 narrative report fee, in most cases?
9 A. I don't know what it was in that
10 one, but, I would say, at least, in some cases,
11 for sure.
12 Q. The majority, fair?
13 A. I don't know. I honestly don't
14 know.
15 Q. You can't dispute it?
16 A. I cannot dispute it, certainly.
17 Q. And, now, when you were talking
18 before about 20% less cases, and making 30%
19 more money, where would those 20% of people
20 that KNR didn't take, where would they go?
21 A. I just think, if they would have
22 been able to properly handle the mid-level to
23 upper-level cases, because you weren't dealing
24 with all of these tiny -- I will tell you 50%
25 of my phone calls were on the 10% smallest

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1 grossing cases. I was spending most of my time
2 on the phone managing the smallest cases.
3 Q. Where would those people go, if KNR
4 didn't represent them?
5 A. There are lots of other lawyers who
6 could take those.
7 Q. There are also a lot of other
8 lawyers who don't want to take the smaller
9 cases, fair?
10 A. It's quite possible that there are
11 a lot that wouldn't take those, yes.
12 Q. And it's good for some of those
13 people to have somebody like KNR represent
14 them, when they, perhaps, can't get
15 representation elsewhere?
16 A. I would say, sure, to that, I
17 guess, if they couldn't get representation
18 elsewhere, yeah.
19 Q. Now, you talked about Mr. Reddick,
20 it was really difficult to fire a client with
21 Mr. Redick?
22 A. Yeah. I mean, I don't know what
23 his hang-up was, but I hated wasting a ton of
24 time in writing, when there was never one
25 single time that there wasn't -- that things

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1 weren't done. It was funny. And, everyone, he
2 inevitably approved the withdrawal, but it
3 would oftentimes take two, three, four e-mails
4 back and forth, when it was obvious. So, that
5 used to be very frustrating, but yes.

6 **Q.** He wanted to make sure every stone
7 was overturned to find some type of coverage or
8 MedPay or something for that client, fair?

9 **A.** I would have to say that was his
10 motivation.

11 **Q.** Okay. Oh, how did you first talk
12 to Mr. Pattakos about this case?

13 **A.** I received several calls from him,
14 left messages for me to call him. I didn't
15 call him back. And, then, one time, I picked
16 up the phone, and he was actually there, so I
17 talked to him.

18 **Q.** How many times do you think you
19 talked to him?

20 **A.** Days or occasions?

21 **Q.** Both.

22 **A.** Some occasions, I'd say twice the
23 one day. In-person, or on the phone, maybe,
24 three or four times.

25 **Q.** About how long over total? Hour or

230

1 two hours?

2 **A.** Geez. I'd say the first phone call
3 was, probably, I honestly don't know, I guess,
4 a half an hour, maybe. I saw him in-person
5 once.

6 **Q.** When was that?

7 **A.** The same day, as one of the phone
8 calls, he was passing through town, and asked
9 if I would meet him somewhere up on the north
10 end to talk in-person. I went up there. Rob
11 Roby was there, as well, as was a gentleman
12 named David Kastreva (ph), who now works for
13 Rob. He used to work for me at Safe Auto,
14 anyways, he was there. He was there just
15 because he's my friend, and happened to be
16 there. So, we went up to Bar Louie on the
17 north end.

18 **Q.** All four of you?

19 **A.** Yeah, we all four ended up meeting
20 there, sitting around drinking. He had to
21 drive, so he wasn't there all that long. So,
22 me and Rob and Dave hung around.

23 **Q.** How long did you talk about any
24 issues with the lawsuit, or about KNR, while
25 Mr. Pattakos was there?

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1 **A.** Well, I made it very clear to
2 Peter, when he was there, he, basically, kind
3 of looked at me, because he had been talking to
4 Roby across the table. I was stilted there
5 talking to Dave, because we haven't seen each
6 other in a while, and I wanted to catch up.
7 And, I remember Peter looking at me, and
8 saying, "Are you going to sign the Affidavit,
9 or are you going to make me subpoena you?" And
10 I said, "You're going to have to subpoena me."
11 So, that's, kind of, where we left it. And, he
12 left it alone.

13 **Q.** When was the next time you talked
14 to him?

15 **A.** I think when he was going to
16 subpoena me. And he was just giving me a
17 heads-up that a subpoena was coming. I think
18 that's really the first time the deposition was
19 scheduled. I don't know, maybe, in December.

20 **Q.** Okay.

21 **A.** I could be wrong on the date. I
22 told him, I remember telling him, "I didn't
23 think December was good for me, because that's
24 a very busy time in our world, plaintiff injury
25 world." And, then, every once in a while I

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1 would hear from him. Like, I think I would get
2 a text saying, *hey, which one of these dates is*
3 *best for you?* And, then, I think I talked to
4 you about which date was preferential for you.

5 **Q.** Yes. And, when is the last time
6 you talked with Mr. Pattakos, before today?

7 **A.** Yesterday.

8 **Q.** In-person or phone?

9 **A.** Phone.

10 **Q.** About how long?

11 **A.** I don't know, fifteen, twenty
12 minutes. He was asking if I was driving up in
13 the morning. I asked him, "Where would be a
14 good hotel nearby." Because I'm not a good
15 morning person, so I wanted to be here, and not
16 risk getting stuck on 71. And I asked him if
17 there were any good restaurants around here.

18 **Q.** That didn't take fifteen minutes.

19 **A.** No. And, then, talked about, he,
20 basically, said, "These are the things I'll be
21 asking you in broad strokes." I said, "Fine.
22 Ask me anything you want. I'll answer
23 everything I'm asked."

24 **Q.** Were there some things he said he
25 was going to ask you that he didn't ask you

233

1 today, that you can recall?

2 A. I don't know. He was very general,
3 when we spoke yesterday. He kept it very
4 limited, as to what it was about. It was more
5 just making sure I was going to be here, and
6 things of that nature.

7 Q. Did you meet with him this morning?

8 A. No, sir. I did not.

9 Q. Talk with him this morning before
10 the deposition?

11 A. He called. I think he might have
12 been wondering if I was going to make it or
13 not. But, my hotel is, like, right across the
14 street.

15 Q. Did you stay at the Hilton?

16 A. Yeah.

17 Q. I didn't see you.

18 A. Yeah, I was there. I got there
19 late. I ended up going to Gasoline Alley, and
20 meeting a friend last night from Medina. He
21 drove over to see me.

22 MR. PATTAKOS: You guys could have
23 had breakfast together.

24 MR. MANNION: We could have.

25 THE WITNESS: I'm regretful that I

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1 take a loan against their settlement, did you?

2 A. Loans are horrible for cases. But,
3 I was instructed that if they wanted one to
4 make that happen.

5 Q. Yeah, if they wanted one, it's fair
6 to give them that information, correct?

7 A. I know Naz advertises that with her
8 marketers. So, I think that that was the
9 reason we had to be supportive of it. That's
10 just my understanding.

11 Q. Who told you that?

12 A. Paul when we were there. And I
13 know that Naz puts it in her marketing.

14 Q. But it's up to the client, if they
15 want a loan?

16 A. Yes.

17 Q. You never would tell someone, "Hey,
18 here is a loan. You should take that out"?

19 A. Oh, God, no, not me. If someone
20 said they needed one, I would try to discourage
21 them from taking it, and, then, explain to them
22 why it wasn't good for them. But, it is there
23 for emergency purposes, unfortunately, people
24 use it just because they want some quick money.

25 Q. It makes it more difficult to

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1 didn't stop for breakfast on the way out,
2 actually.

3 Q. Did Mr. Pattakos show you any
4 documents, at all, before today, did Mr.
5 Pattakos show you any documents from this case?

6 A. He had sent me, by way of e-mail,
7 way when we first met, some Affidavits that
8 some other people had signed. And, I think, he
9 wrote up a proposed Affidavit for me. I
10 wouldn't open it up. I didn't look at it.

11 Q. And who were those Affidavits of,
12 do you know?

13 A. I think, from reading the little
14 things down at the bottom of the attachment, it
15 looked like Amanda Lance, and, I think, Gary
16 Petty. But, I have not read them. I don't
17 know.

18 Q. But you still have those?

19 A. They would be in my e-mail, sure.

20 Q. Oh, by the way, you have no
21 evidence that Rob Nestico, or KNR, owned any
22 part of any loan company, fair?

23 A. Oh, yeah, sure, fair. I have no
24 knowledge of that.

25 Q. And, you never forced a client to

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1 settle the case?

2 A. Yeah, because they tend to forget
3 they took that money out, and all the costs
4 associated with it, when you're trying to wrap
5 up settlement, yes.

6 Q. When you were at KNR, and a client
7 wanted a loan, who would you give them? What
8 names?

9 A. We were instructed to go through
10 Preferred Funding, when I was there.

11 Q. And, did you think that, because
12 you were instructed that that somehow Rob
13 Nestico owned it, or had an ownership interest?

14 A. No. The only thing I ever heard
15 about him having an ownership interest was
16 innuendo that was going around the firm.

17 Q. Yeah, there are no facts on that
18 whatsoever?

19 A. I have zero facts to support that.

20 Q. And, you were never instructed to
21 use Liberty Capital, were you?

22 A. No. They were just on some of my
23 old existing cases that I inherited. I was
24 just told, if you were looking for any
25 reductions on a loan from Liberty Capital that

237

1 you needed to go to Rob with that.

2 Q. And, perhaps, he was able to
3 negotiate lower reductions, because of his
4 relationship, if any?

5 A. I have no idea what his
6 relationship was with them.

7 Q. Okay.

8 A. Like I said, that's when I would
9 usually get the funny comments from the people
10 there. But, again, it is not backed up by
11 anything, and I don't want to speak it to be.

12 Q. So, every time a client wanted a
13 loan, when you were at KNR, you tried to
14 discourage them from it?

15 A. I did personally, sure.

16 Q. And, you never heard a lawyer
17 encourage a client to take a loan, did you, at
18 KNR?

19 A. No. I heard a lot of them just do
20 it. They don't hesitate.

21 Q. Who?

22 A. All of the lawyers, Paul, in
23 particular.

24 Q. He wouldn't discourage people from
25 those loans?

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1 A. I never heard him discourage
2 anybody.

3 Q. How many times did you hear Paul
4 talk about a loan?

5 A. His office was next door to me, so,
6 I heard him a lot. I don't know about Amanda,
7 she was further away from me.

8 Q. So, you're saying that Paul Steele
9 never discouraged his clients --

10 A. I never heard him discourage it.
11 He just would process it.

12 Q. Do you know what papers were signed
13 with those? Weren't there papers signed, that
14 he would have to sign something saying that he
15 wasn't endorsing?

16 A. I can't remember how the paperwork
17 worked for loans at KNR, in all honesty. I
18 can't remember that. I remember that you had
19 to approve it, and you would tell them who to
20 call.

21 Q. Okay.

22 A. I don't know the process. How that
23 worked. I don't remember, personally, signing
24 off on loans there. I don't know if that was
25 done at a higher level, or not. I may have,

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1 and I may just not recall.

2 Q. But, you weren't told by KNR, "Hey,
3 here's a piece of paper. Follow this script
4 when somebody wants a loan. Here is what you
5 say to them?"

6 A. No. I was just told to approve the
7 loan, if somebody wanted one.

8 Q. What do you mean *approve it*?

9 A. Basically tell them to contact
10 Preferred Funding.

11 Q. In other words, you were told to
12 give them the contact info?

13 A. Yes, sir.

14 Q. They didn't tell you the
15 conversation to have with the client?

16 A. No.

17 Q. You did that on your own, right?

18 A. Yeah. I would just facilitate and
19 say, "If you want a loan, contact these
20 people."

21 Q. But, you would try to discourage
22 that?

23 A. Oh, sure, absolutely. I did.

24 Q. Okay. And what were some of the
25 things you would tell them?

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1 A. I would talk to them about the
2 cost, the processing cost, and the interest. I
3 would lay out to them that, you know, that that
4 number that they owe, only stays that number if
5 we get this done in the first six months, then,
6 it starts going up every three months following
7 that. And, basically, tell them, if we're
8 forced to litigate your case, you know, this
9 \$1,000 loan that you owe \$1,600 back on, could
10 end growing to be \$3,000 or \$4,000, when
11 everything was said and done, if we go through
12 protracted litigation.

13 Q. If they wanted the loan, there's
14 nothing you could do to stop them, fair?

15 A. Fair.

16 Q. Okay. You're obviously aware of
17 settlement memorandum at KNR, correct?

18 A. Yeah, when you were disbursing
19 checks. Correct. Yes.

20 Q. You have those at your firm now?

21 A. I certainly do, yes.

22 Q. What do you call them?

23 A. Settlement memorandums, that's
24 correct.

25 Q. What did Mr. Keating call them?

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1 A. I don't even know what he called
2 them. Settlement documentation. I don't think
3 he called it settlement memorandum. I do.

4 Q. You would have to go over those
5 settlement memorandum before the clients got
6 there to make sure that the memorandum
7 reflected all the information accurately, fair?

8 A. Fair.

9 Q. And, you would want to make sure
10 the expenses on there had actually been paid
11 for the ones that were prepaid, correct?

12 A. Yes.

13 Q. You wouldn't tell somebody that,
14 "Hey, we paid somebody \$50. We need \$50 from
15 you," but we never paid them. You wouldn't do
16 that?

17 A. I don't recall that, no.

18 Q. You never saw KNR up-charge any of
19 the third party expenses, did you, where they
20 said, "Oh, the doctor charged us \$100, we'll
21 charge you \$150"?

22 A. I don't recall ever seeing that
23 that I'm aware of.

24 Q. You wouldn't have done that, would
25 you?

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1 A. I don't do that.

2 Q. Okay.

3 A. I know there are other lawyers that
4 do put internal processing fees, like \$50, on
5 top of it. I found out later, yeah.

6 Q. I'm talking about a third party
7 vendor bill. You never saw KNR have a third
8 party vendor bill, and add a charge to the
9 vendor bill, fair?

10 A. I have to be quite honest, I didn't
11 go that detailed in the expenses. I assumed
12 that they were correct.

13 Q. Well, didn't you look at them?

14 A. I looked at what the number was,
15 and went over it with the client, yes.

16 Q. And, you had all the documentation
17 in a pile with the client, correct?

18 A. Yes. And, if there were numbers
19 there to justify it, yes, I would say, "These
20 are the expenses associated with your case."

21 Q. And, you wouldn't put expenses on a
22 settlement memorandum that weren't justified,
23 would you?

24 A. I didn't develop the settlement
25 memorandum. The paralegals did.

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1 Q. I understand that. But, if you had
2 to approve the settlement memorandum, as well?

3 A. I would actually look back at what
4 I had for expenses in my write-up to Rob.
5 That's what I would compare it to.

6 Q. And you would make sure the
7 expenses on the settlement memorandum were
8 justified for the case, fair?

9 A. Yeah, I think that's fair.

10 Q. You didn't want to charge a client
11 an expense that wasn't justified, true?

12 A. I would never want to charge a
13 client for an expense that wasn't justified,
14 correct.

15 Q. And, you went over the expenses
16 with the client?

17 A. I went over what was on the form
18 with the client, yes.

19 Q. And some clients had questions and
20 some didn't, true?

21 A. True.

22 Q. And each of those conversations
23 were a little bit different?

24 A. I would say most of them always had
25 questions about the investigative fee, in

244

1 particular.

2 Q. And what did you say you told them?

3 A. I was instructed to tell them they
4 were expenses associated with securing the
5 case.

6 Q. Is that what you told all your
7 clients?

8 A. That's what I told all my clients.

9 Q. And, Paul Steele told you to say
10 that?

11 A. That's what I was -- yes, Paul
12 Steele. Because I went there, and I said, "How
13 am I supposed to explain this to people," and
14 that's what I was told to tell them.

15 Q. Do you think you were lying to the
16 client?

17 A. No. I knew what they were. That's
18 just a way of categorizing it. Do I think that
19 those expenses are -- well, you didn't ask me
20 that question.

21 Q. I didn't ask you that question.
22 Were you lying to the client?

23 A. Huh-uh. They were associated with
24 securing the case.

25 Q. Okay. I've never seen an e-mail

245

1 saying that. I mean, have you ever seen an
2 e-mail or anything that says *this is what you*
3 *are to tell the clients?*

4 **A.** No, that's what I was told. It was
5 Mr. Steele who told me that. I never took that
6 to Rob.

7 **Q.** And, you said you thought that it
8 *fuzzied* the edges, but it's not lying?

9 **A.** Correct.

10 **Q.** And, you felt you were still
11 fulfilling your duty, you professional
12 obligations, with the settlement memorandum,
13 and the client signing it, and you signing it,
14 fair?

15 **A.** Yes.

16 **Q.** And, you wouldn't have signed it,
17 if you thought that somehow you were not
18 fulfilling your professional responsibility?

19 **A.** If I thought I was committing
20 malpractice, or doing something wrong, I
21 wouldn't have signed the document, no. I was
22 just carrying out duties as instructed.

23 **Q.** And, a lot of times, there would be
24 reductions in bills, and you would talk to the
25 client about, "Hey, so-and-so charged \$1,500,

246

1 and we were able to negotiate to \$800," for
2 example?

3 **A.** I can't remember what Settlement
4 Memorandum looks like at KNR. I mean, on my
5 settlement memorandum, I show what was billed,
6 and what the negotiated rate is. I don't know
7 if that's on theirs, or not. I can't recall.

8 **Q.** And, you would also tell the client
9 if, in fact, KNR reduced their fee?

10 **A.** Yes.

11 **Q.** Sometimes, you had to do that to
12 get the case settled, because the clients,
13 their number is the bottom line, correct?

14 **A.** Correct.

15 **Q.** And, if a client sometimes told
16 you, "Hey, we don't want you to pay a certain
17 medical provider directly. Give us the money,
18 and we'll pay them." That happened, too,
19 right?

20 **A.** I usually had people ask me if they
21 could run it through their health benefits, if
22 they had -- "Why can't I just have my health
23 benefits pay that?" And I would tell them
24 that, "This is subject to a Letter of
25 Protection," and they agreed to that.

247

1 **Q.** And, there were times that KNR, as
2 part of the settlement, had submitted bills to
3 the insurance company, but the client didn't
4 want the settlement money to pay those bills,
5 fair?

6 **A.** I don't understand exactly what
7 you're asking me.

8 **Q.** Okay.

9 MR. MANNION: Can you make this
10 Exhibit B.

11 - - - - -

12 (Thereupon, Deposition Exhibit B, a
13 copy of Kisling, Nestico & Redick
14 Settlement Memorandum Sheet dated
15 December 5, 2014, was marked for
16 purposes of identification.)

17 - - - - -

18 **Q.** Do you recognize Exhibit B, not
19 this particular one, but the form?

20 **A.** Not this particular one, yes.

21 **Q.** Okay. Can you tell at the bottom
22 whose signature that is? I know it's cut off a
23 little bit.

24 **A.** No, I cannot.

25 **Q.** Okay. Do you see where it says

248

1 *Kisling, Nestico Reddick*, and it says *\$875*,
2 and, then, it says *\$800* next to it?

3 **A.** Yes.

4 **Q.** Would that be a \$75 reduction in
5 their fee?

6 **A.** I don't know.

7 **Q.** Okay.

8 **A.** But it's logical to assume, yes.

9 **Q.** Well, if, actually, could it be --
10 I'm looking here. Progressive paid \$3,500. So
11 what would the fee be on that at a third?

12 **A.** In Columbus, it's 25%.

13 **Q.** You guys are 25%?

14 **A.** Yes.

15 **Q.** So, what would 25% of \$3,500 be?

16 **A.** It would be \$875.

17 **Q.** So, they reduce it by almost 10%.

18 **A.** Yes, it looks like \$75, sure.

19 **Q.** And, then, do you see the initials
20 *JF* next to the *OSU hospital* and *OSU physician*?

21 **A.** Yes.

22 **Q.** And, those two add up to \$525?

23 **A.** Yes.

24 **Q.** And, if you look down, it says *plus*
25 *amount to be paid by client \$529?*

249

1 A. Yes.

2 Q. So the client was taking

3 responsibility for those?

4 A. Now, I understand what you're

5 asking, if there is no lien present from a

6 medical provider, you can give your client the

7 discretion to be paid that money, and handle it

8 themselves, or you can say, "Do you want me to

9 pay and attempt to negotiate it down for you?"

10 Q. And, those are the types of things

11 you talk about with the client?

12 A. Yeah. And, I would tell you nine

13 times out of ten, a client on their own is

14 going to get a bigger reduction than a lawyer

15 would trying to call one of these hospitals, or

16 medical providers, to try to reduce it.

17 Q. And you're not talking about one of

18 the letters of protection, you mean, someone

19 without a Letter of Protection?

20 A. Correct, and that you did not have

21 a lien on. You know, like, now, most hospitals

22 are affiliated, and have collection groups.

23 But, even when they know there are health

24 benefits will try to *lien* a file, as opposed to

25 turning into health benefits, because they

250

1 think they can get more money that way. And,

2 if you have notice of a lien, then, you have to

3 pay it, or negotiate it down and pay it.

4 Q. In -- have you read the Complaint

5 in this case, or any of the Complaint?

6 A. No, I have not.

7 Q. In your practice, if you filed a

8 complaint, and you found out that one of the

9 allegations in it were not true, what would you

10 do?

11 A. As far as?

12 Q. Would you amend the Complaint?

13 Would you drop the claim?

14 A. Yes. If it was foundationally

15 incorrect, then, yes, I would amend the

16 Complaint.

17 Q. In this particular case, one of the

18 claims has to do with injections that

19 Dr. Ghoumbrial gave. Now, by the way, you

20 mentioned earlier that some client told you

21 that Dr. Ghoumbrial, what, had a -- or she

22 described what type of person? Middle Eastern?

23 A. Yeah. She said he was a smaller

24 Middle Eastern looking man, yes.

25 Q. Who put a cigarette in his mouth,

251

1 and had someone light it?

2 A. No, somebody else lit it, and put

3 the cigarette in his mouth. I just thought it

4 was hysterical.

5 Q. You don't know if there's any --

6 A. She said there was gloves.

7 Q. You don't know if that's true, do

8 you?

9 A. That's just what my client told me.

10 Q. What if I told you that Dr.

11 Ghoumbrial doesn't smoke?

12 A. That's entirely possible.

13 Q. And, this is the client that had

14 someone in prison, her husband?

15 A. That is correct.

16 Q. Now, if you had a client who, well,

17 strike that. One of the claims is that

18 Dr. Ghoumbrial would inject patients, without

19 telling them what it was, unidentified

20 medication. You never had your clients tell

21 you that, did you?

22 A. No. They would just say that they

23 didn't understand why they needed them. And I

24 had some people going, like, "I don't know why

25 I am getting these shots."

252

1 Q. That was something they would have

2 discussed with Dr. Ghoumbrial, true?

3 A. Yeah. I would say, "Did you not

4 have that discussion with the doctor?" And

5 they would say, "No, I didn't." They would

6 claim it was improperly explained to them,

7 sure. Not every one of them, but some of them.

8 Q. And, improperly explained how?

9 A. They didn't understand why they

10 were necessary.

11 Q. But, they agreed to them.

12 A. Obviously.

13 Q. I mean, you're not saying there was

14 no informed consent on those, are you?

15 A. I have no knowledge what the

16 conversation was. They just said they didn't

17 understand why they needed them. And didn't

18 feel like they understood why they were getting

19 them. "Well, why did you get them?" That was

20 my response.

21 Q. Right. You didn't tell them to

22 take injections they didn't need, did you?

23 A. I did not, no.

24 Q. And, if they weren't helping, tell

25 them, "Well, don't do them?"

253

1 A. That is correct.

2 Q. And, you weren't told by KNR, or

3 anybody, "No, even if it doesn't help, keep

4 getting injections." Nobody told you that.

5 A. Nobody told tell me that, no.

6 Q. You wouldn't have done that anyway,

7 would you?

8 A. I would not have done that.

9 Q. So, if there is an allegation that

10 Dr. Ghoumbrial gave an injection, or an

11 unspecified medication, but the person making

12 that claim knew exactly what that medication

13 was, Cortisone --

14 A. Uh-huh.

15 Q. How do you reconcile those two?

16 A. How so?

17 Q. Well, I want you to assume that a

18 plaintiff, in this case, had injections from

19 Dr. Ghoumbrial over two different cases --

20 A. Uh-huh.

21 Q. And, that he wrote an e-mail to KNR

22 saying that he was going to give them Cortisone

23 injections, right, in one of the cases he was

24 actually deposed under oath, described getting

25 Cortisone injections --

254

1 A. Uh-huh.

2 Q. -- and that they provided relief.

3 Is that something you would claim in a

4 Complaint is an unspecified medication?

5 A. Well, it sounds like he's being

6 pretty specific saying he needed Cortisone, and

7 understood it, so, yeah, I would say, no. That

8 seems pretty obvious to me.

9 Q. And, if you had put that in a

10 Complaint, and, then, heard your client's

11 testimony, would you amend that Complaint?

12 A. Most likely, yes.

13 Q. That wouldn't be a proper claim to

14 make -- if you were told what it was, wouldn't

15 be proper to claim you didn't, would it?

16 A. I would say that would be up to the

17 court to decide. But, personally, no, I

18 wouldn't amend the Complaint.

19 Q. You wouldn't operate that way?

20 A. I do not operate that way, no, I do

21 not.

22 Q. And, another individual, who's

23 claiming that Dr. Ghoumbrial gave her a TENS

24 unit, actually was treated by another doctor,

25 whose handwritten notes from that visit are his

255

1 own handwriting, who sat right in that chair

2 right there, and said, "I treated her." And

3 Dr. Ghoumbrial was in Columbus when she was

4 treating with the gentleman here, now, if you

5 found that out, would you still put in the

6 Complaint that the patient treated with

7 Dr. Ghoumbrial?

8 A. Not if he -- he never saw her?

9 Q. Never saw him.

10 A. Well, then, no, of course not.

11 Q. That wouldn't be proper to do,

12 would it?

13 A. Not in my opinion, no.

14 Q. I didn't think so. So, one of the

15 plaintiffs in this case, Member Williams, and,

16 by the way, I assume you don't know Member

17 Williams?

18 A. I know very little about this

19 Complaint, at all, other than what was in the

20 initial article that Paul Steele pointed out to

21 me.

22 Q. Not Naomi Wright?

23 A. No.

24 Q. You don't know any of the

25 plaintiffs?

256

1 A. I'm clueless.

2 Q. Okay.

3 A. I kept myself that way.

4 Q. So, Mr. Popson here, took Member

5 Williams' deposition --

6 A. Okay.

7 Q. -- and, asked her, "Did you ask any

8 questions on the Settlement Memorandum about

9 the investigator fee," and she said, "Yeah, I

10 asked him what it was, and they told me it was

11 to obtain the police report, and other things

12 from the accident." So, that's different than

13 what you told your clients, correct?

14 A. Yes.

15 Q. And, I can't remember who it was,

16 what attorney actually handled that, if anyone

17 remembers who handled that Settlement

18 Memorandum, I can't recall. But, if that's

19 what she was told, and if the investigator had

20 obtained the police report, and had obtained

21 things from the accident, and had done work on

22 her case, and that is what she was told, that

23 is completely and entirely different than your

24 involvement with your clients in those

25 investigation reports, true?

257

1 A. Actually --

2 Q. That's one of the worst questions

3 I've asked in my life.

4 A. Yeah, I was going to say. I'll let

5 you rephrase, before I answer.

6 Q. No, answer. What would you ask?

7 A. I guess, what I'm saying is, I

8 actually think whatever that person said was

9 misrepresentative of the fee, in my opinion.

10 Q. Well, do you know what the

11 investigator did in that case? In the Member

12 Williams case?

13 A. No.

14 Q. You don't know that, do you?

15 A. No.

16 Q. And, if, in fact, the police report

17 was obtained by the investigator, after the

18 client was signed up, that's a valid

19 investigation-type fee, isn't it?

20 A. Um --

21 Q. You can hire third party vendors to

22 go get accident reports, can't you?

23 A. Yeah. Guys, I'm unique. I'm kind

24 of old school. I think everything flows from

25 your fee.

258

1 Q. That's your --

2 A. I think your fee is to encompass

3 everything, in my opinion -- this is my

4 opinion, and my business decision, other than

5 the cost to get medical records. Everything

6 else, I consider, I get paid for out of my fee.

7 Q. You've had to hire third party

8 vendors before, haven't you?

9 A. Yes, basically, I hire third party

10 vendors for skip traces, things of that nature,

11 sure.

12 Q. And you pass that onto the client.

13 A. No, I do not.

14 Q. That's your choice.

15 A. That's my business.

16 Q. It would be proper to pass that

17 onto the client, fair?

18 A. Yeah, you certainly could.

19 Q. Same thing, if you hire third party

20 vendors to obtain any information for you -- go

21 out, and spend their money, and put miles on

22 their car, and spend their expenses. If that's

23 an expense that helps the client's case, it is

24 proper to put on the bill, correct?

25 A. Yeah, I guess so.

259

1 Q. You don't do it, but it's proper,

2 fair?

3 A. I think that it's a unique

4 situation with KNR.

5 Q. Do you?

6 A. With KNR, with these investigators,

7 I mean, I think it is unique.

8 Q. Well, that wasn't my question,

9 though.

10 A. But, no. If there were truly

11 expenses necessary post --

12 Q. Sign-up.

13 A. -- sign-up, then, yes, do I think

14 it would be appropriate if a business decided

15 to put those in there, as costs associated with

16 the case, yes, they can.

17 Q. So, if I was able to, after I

18 signed a client up, I'm at Law Firm A.

19 A. Uh-huh.

20 Q. And, I wanted to obtain a copy of

21 the police report, and I would have to actually

22 drive there to get it, and, perhaps, pay for

23 it. And, I would have to take some pictures of

24 a vehicle, and I would have to take pictures of

25 some bodily injuries, maybe, drive around to a

260

1 couple places, like, to a tow place to get the

2 pictures. And I could get an investigator to

3 do all of that for \$50, and be available for

4 anything else I needed for the rest of the

5 case, sounds like a pretty good deal, under

6 that scenario?

7 A. I think when that investigator is

8 essentially captive to the firm, they're

9 essentially employed.

10 Q. That's not what I asked.

11 A. But, yes. What you're asking me is

12 to presuppose that --

13 Q. I'm not asking --

14 A. That's not all these guys do.

15 Q. That's not what I asked you to

16 presuppose.

17 A. Well, I would, okay, let me think,

18 under your scenario, no, it's not

19 inappropriate.

20 Q. And, in fact, that's a pretty good

21 deal, wouldn't you think?

22 A. If the investigator did all of

23 that, sure.

24 Q. Did you know what the requirements

25 were for an investigator to get paid at KNR?

261

1 A. I don't know what their specific
2 job requirements were, no.

3 Q. And, do you know what they did
4 behind the scenes, at all, on any of these
5 cases? Do you have any idea?

6 A. I know what they did on my cases.

7 Q. Do you have any specific case in
8 mind that you're referring to?

9 A. No. On my cases, all they did was
10 facilitate the sign-up. Now, I will say there
11 were a couple of occasions, when I did need to
12 get ahold of a client, when they weren't being
13 responsive, that I might engage, or ask, if one
14 of the investigators was, maybe, in the area,
15 go knock on the door for me, and tell them,
16 "Hey, your lawyer needs to talk to you." That
17 happened on a few occasions, to be fair.

18 Q. So you don't know what criteria
19 they used, though, at KNR, to determine whether
20 the investigators got paid internally?

21 A. I do not, no. No.

22 Q. I'm going to show you a couple
23 exhibits. You don't need to mark them, because
24 they've been marked in, were these in Brandy's?

25 MR. BEST: Yes.

262

1 MR. MANNION: Plaintiff's 11.

2 MR. PATTAKOS: Please mark them.
3 I'm going to ask that they be marked.

4 MR. MANNION: Well, too bad. Mark
5 them yourself later. I don't want to mark
6 them.

7 MR. PATTAKOS: Well, sir, can you
8 just please mark these so we don't lose track.

9 MR. MANNION: No, when it's your
10 turn, you can do it.

11 Q. I am showing you Plaintiff's
12 Exhibit 11.

13 MR. PATTAKOS: Tom, it just reduces
14 confusion, if we can just have all these
15 exhibits marked in the course of the
16 transcript, so that it's not Plaintiff's
17 Exhibit 11. We can mark it as, *Exhibit*
18 *whatever this is*, to the Phillips' Deposition.

19 Q. So, I'm showing you Plaintiff's
20 Exhibit 11 --

21 MR. PATTAKOS: Sir, what number
22 would this be?

23 MR. MANNION: Stop it.

24 MR. PATTAKOS: What number would
25 this be?

263

1 COURT REPORTER: Exhibit C.

2 MR. MANNION: Stop it. I'm not
3 going to mark it.

4 MR. PATTAKOS: Tom, I'm asking for
5 a little professional courtesy.

6 MR. MANNION: You haven't given me
7 any. I'm just asking questions.

8 MR. PATTAKOS: Please, Tom.

9 Q. Plaintiff Exhibit 11 --

10 MR. PATTAKOS: What number exhibit
11 are we on, sir?

12 Q. Plaintiff's Exhibit 11, do you see
13 this, sir?

14 A. Are you talking to me now?

15 Q. Yes, I'm asking you.

16 A. I'll take a look at it.

17 Q. Now, this was before you started,
18 about a month, or so, before you started,
19 correct, June 10, 2014?

20 A. It appears to be, yes, sir.

21 Q. Okay. And, that was actually my
22 fifty-first birthday. And, if you see on
23 there, it says it was to Wes Steele, as well,
24 one of the investigators you talked about.

25 A. Uh-huh.

264

1 MR. BEST: You have to answer that
2 out loud.

3 A. Oh, yes, sir. I apologize.

4 MR. MANNION: Thank you, David.

5 Q. And it says, if you look at the
6 first paragraph, *Good morning, KNR*
7 *Investigators, in an effort to get everyone on*
8 *the same page, please, and to insure that we*
9 *are servicing our clients to the best of our*
10 *ability, please see the below criteria for*
11 *doing sign-ups. Please note, if this criteria*
12 *is not met, you will not be paid. When doing a*
13 *sign-up, the following steps need to be taken,*
14 *and, then, it lists seven items, correct?*

15 A. Yes, there are seven items.

16 Q. Okay. And, part of that is photos
17 of the insurance card, photos of any visible
18 injuries, photo of the client, photos of the
19 vehicle, and if the client has the police
20 report, take a photo of that. Do you see all
21 of those?

22 A. Yes, sir.

23 Q. Also, showing you what's been
24 marked as Plaintiff's Exhibit 12, from the
25 following year, and, of course, you were no

265

1 longer there, correct?

2 A. Correct.

3 Q. And, weren't aware of these

4 e-mails, when you testified earlier, were you?

5 A. No, sir.

6 Q. And, again, this sets forth

7 requirements that must be done, before

8 investigators are paid, correct?

9 A. It sets forth criteria, yes, sir.

10 Q. And, you weren't aware of these?

11 A. I am not aware of these, and I will

12 tell you if these were the criteria, then,

13 there was never an investigator paid.

14 Q. I'm sorry?

15 A. If those were the criteria, there

16 was never an investigator paid, because I never

17 got all of that from my investigators that

18 handled my cases.

19 Q. Why didn't you? Why didn't you ask

20 for it?

21 A. I was never given that criteria,

22 and didn't know that's what they were required

23 to do.

24 Q. Mr. Steele never told you those?

25 A. No.

266

1 Q. And, you're saying KNR never went

2 over these with you?

3 A. No.

4 Q. You're telling me you never asked

5 an investigator to do anything for you?

6 A. Yeah, like I said, I had them door

7 knock for me before.

8 Q. There was no extra charge on that,

9 was there? You could ask them to go out and

10 pick something up, too, couldn't you?

11 A. If I needed to, sure.

12 Q. You could ask them to go take

13 pictures of a vehicle?

14 A. Absolutely, if necessary.

15 Q. Pictures of visible injuries?

16 A. Now, that would happen sometimes.

17 I would say Wes Steele, out of the

18 investigators I dealt with, would try his best

19 to get you information. If there were, if the

20 vehicle was driven to the location, he would

21 try to take pictures of the damage to the car.

22 And, if there were visible injuries, Wes would

23 send, at least, on some of the cases that I

24 asked, he would send pictures to me.

25 Q. That was valuable information?

267

1 A. It was.

2 Q. And, you weren't aware that all the

3 investigators were told *this is what they*

4 *needed to do, at a minimum, to be paid*, you

5 were not aware of that?

6 A. I was not aware of that, no.

7 Q. Okay. By the way, neither Rob

8 Horton nor Josh Angelotta ever told you to

9 redact Medicaid or Medicare information, true?

10 A. That stuff didn't come up, until I

11 had been with the firm for a minute.

12 Q. That came from Paul Steele?

13 A. That came from Columbus, yes.

14 Q. You never saw any other lawyer at

15 any other office do that, correct?

16 A. No. I never saw any -- I told them

17 I didn't want to see anybody do it.

18 Q. And you did not see anybody do it?

19 A. I did not, no.

20 Q. Okay. When you submitted, strike

21 that. Did you ever submit settlement demands

22 to insurance carriers, when you were at KNR?

23 A. Personally submit them?

24 Q. Yes. E-mail them? Mail them?

25 Anything?

268

1 A. No. Those were from the

2 paralegals.

3 Q. Okay. You approved?

4 A. I would overlook them most times,

5 yes.

6 Q. You would want to make sure that

7 the information on there was true and accurate,

8 before it went to the insurance carrier?

9 A. Yeah, you wanted to make sure

10 everything is included, everything that you're

11 aware of.

12 Q. You didn't have clients treating

13 for fake injuries, did you, that you knew

14 about?

15 A. Not to my knowledge, no.

16 Q. Okay. You would never submit a

17 bill for an insurance company for medical

18 treatment, if you didn't think the client

19 received the treatment, and needed it, would

20 you?

21 A. I would say you submit any medical

22 documentation that you deem could be related to

23 the loss.

24 Q. Right. If it wasn't related, you

25 wouldn't submit it?

269

1 A. No. If it's arguable related, hell
 2 ya, I'll submit it, and we'll argue about it.
 3 But, if it's obvious, no, I won't submit it.
 4 Q. Right. And you never submitted a
 5 medical bill to an insurance carrier, when you
 6 were at KNR, that you thought was a fraudulent
 7 bill, did you?
 8 A. Oh, no. Not to my knowledge, no.
 9 Q. And, you wouldn't do that?
 10 A. No.
 11 Q. And, nobody told you to do that?
 12 A. No.
 13 Q. Okay. And --
 14 A. Well, I guess, the redacting thing,
 15 I don't want to lie, I mean, I was told to
 16 redact, but I never did that. So, yes, I'm
 17 kind of confused there. You kind of confused
 18 me.
 19 Q. Okay. I'll go back. Nobody at KNR
 20 ever told you to submit a bill for treatment
 21 that --
 22 A. Was unnecessary.
 23 Q. -- you thought was unnecessary and
 24 fraudulent, fair?
 25 A. Thank you. Yes.

270

1 Q. And, nobody told you to do that,
 2 certainly. And, you wouldn't have, anyway?
 3 A. Correct.
 4 Q. How many times did you have a case
 5 involving Dr. Ghoubril, when you were at KNR?
 6 A. Oh, good Lord, I don't know.
 7 There's so many.
 8 Q. Approximately?
 9 A. I'd say he probably appeared on,
 10 like I said, I think I said before, maybe, a
 11 third to half, maybe. That's my best guess, of
 12 the cases involving Town & Country.
 13 Q. Okay.
 14 A. And, I don't know if there was a
 15 certain sort of criterion, to where they
 16 could -- between -- that's a chiropractor
 17 thing. I have no idea. If certain criteria
 18 were met, then, they were candidates for
 19 potential injections, I don't know.
 20 Q. Do you know how Town & Country
 21 determined where to send their clients? To
 22 what doctor?
 23 A. No, I do not.
 24 Q. Do you know how many days a week
 25 Dr. Ghoubril was at Town & Country?

271

1 A. I was told once a week.
 2 Q. On Friday?
 3 A. Yeah, I believe, it was Friday,
 4 yes.
 5 Q. So, Monday through Thursday, there
 6 were other medical doctors that Town & Country
 7 had there to treat patients, correct?
 8 A. I don't think so. The only one I
 9 knew about was Dr. Ghoubril. If there are
 10 others, no.
 11 Q. So, you didn't know that?
 12 A. No. I had zero knowledge of other
 13 doctors working out there.
 14 Q. So, were you aware that from Monday
 15 to Thursday, they referred, strike that. Are
 16 you aware that they referred, Town & Country,
 17 referred patients to other medical doctors, in
 18 personal injury cases, and that those doctors
 19 would treat those patients at Town & Country
 20 from Monday through Thursday?
 21 A. If they did, I wasn't aware of
 22 that, no.
 23 Q. And, do you know what percentage of
 24 patients Town & Country sent to Dr. Ghoubril
 25 versus some other doctor?

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1 A. Well, I guess, I could say, I'm not
 2 aware of any time that somebody was at KNR that
 3 needed injections, or a doctor, that didn't go
 4 to Ghoubril, I guess, is what I would say.
 5 What they did with other clients -- I never saw
 6 them refer, to my knowledge, for injections to
 7 any other medical doctor that was there Monday
 8 through Thursday.
 9 Q. But that was their decision on who
 10 to refer to, fair?
 11 A. I guess, I mean.
 12 Q. Okay. You didn't make the decision
 13 to tell people to get injections, did you?
 14 A. No, I did not.
 15 Q. That was something the chiropractor
 16 talked with that client about, and, then,
 17 Dr. Ghoubril talked to them about?
 18 A. I'm assuming so, yes.
 19 Q. And, to know whether those
 20 individuals needed injections or not, you would
 21 have to look at each one of those cases
 22 separately?
 23 A. I mean, I would have to rely on the
 24 medical experts. It's up to them to determine
 25 if they need injections or not.

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1 Q. And, to do that, they would have to
2 look at the medical records in each case, fair?

3 A. I'm assuming so.

4 Q. You also never instructed a client
5 to get a TENS unit, did you?

6 A. Oh, No.

7 Q. You were never told to instruct
8 them to do that either?

9 A. No.

10 Q. Actually, KNR never told you, or
11 instructed you to make sure your clients
12 treated with Dr. Ghoumbrial. They never once
13 said, "You refer them to Dr. Ghoumbrial," did
14 they?

15 A. No, sir.

16 Q. You talked a little bit before
17 about clients having negative reactions, or
18 side-effects to the injections, do you remember
19 that?

20 A. Yes, sir.

21 Q. There are side effects to all sorts
22 of medication, fair?

23 A. That's fair.

24 Q. And that's not Dr. Ghoumbrial's
25 fault that there are side effects, is it?

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1 A. Well, I don't know. I guess it
2 depends on -- that's not my area.

3 Q. Okay. Well, if there is an
4 allergic reaction, for example, and he didn't
5 know they were allergic to it, and the client
6 didn't know they were allergic to it, you're
7 not blaming Dr. Ghoumbrial for that, are you?

8 A. In that scenario, if everything was
9 properly explained, and they told him what they
10 are allergic to, and it was an unforeseen
11 reaction, then, sure, I can't blame him for
12 that.

13 Q. Regardless, you wouldn't blame KNR
14 if someone had an allergic reaction to his
15 injection, trigger point injection?

16 A. No. I mean, they're not the one
17 that referred them to Ghoumbrial, in that
18 situation.

19 Q. Because you mentioned earlier how
20 someone had a problem with the trigger point
21 injection, and wanted to go somewhere else, and
22 Paul Steele told you, "No, they should see Dr.
23 Ghoumbrial still?"

24 A. Yeah, he said that. He told me to
25 have him go see Dr. Ghoumbrial, and let him deal

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1 with it. I said, "Well, you know, the guy is
2 dealing with numbness in his hand. I think we
3 need to get him a different medical doctor, or
4 go to the emergency room, or something."

5 Q. Did Paul tell you why he wanted the
6 patient to go back to Dr. Ghoumbrial? Did he
7 tell you?

8 A. I can't recall, specifically, what
9 he told me.

10 Q. Okay. But, Dr. Ghoumbrial was the
11 treating physician, at the time, right?

12 A. Correct.

13 Q. And it sounds reasonable to tell
14 the client, "Hey, you should let the treating
15 physician know what happened," fair?

16 A. Yes, unless he's only in on
17 Fridays.

18 Q. Okay.

19 A. But I did tell them, "You should
20 call Dr. Ghoumbrial, and let him know what's
21 happening, and, then, if he tells you, "Go see
22 a medical doctor," then, go see one. I don't
23 think there's anything wrong with that.

24 Q. Okay. So you think that
25 Dr. Ghoumbrial was paid about 80% of his fees on

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1 cases?

2 A. Yeah, from my recollection. Not
3 always. Not always. Sometimes, it would be
4 less, if there were contributing circumstances,
5 if it was a low impact. If we didn't, you
6 know, if Rob didn't agree that it was a
7 trial-worthy case, you know, they might ask him
8 to take a bigger reduction in those situations.

9 But, I would say, on the whole, the
10 majority of them, he did not get cut
11 percentage-wise, nearly as much as the
12 chiropractor did.

13 Q. When you were first contacted about
14 this case by Mr. Pattakos, approximately, when
15 was that?

16 A. September, I think.

17 Q. Of?

18 A. Last year.

19 Q. Okay. And, at that time, when he
20 talked with you, when the first time you talked
21 with him, did he talk about Ghoumbrial?

22 A. Yeah, to some extent. You know,
23 basically, I wasn't really open to discussing
24 this matter. But he would ask, based on what
25 information he was aware of, and whether or not

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1 I agreed, or saw things that way. And I would
2 confirm, yes or no. And, then, we talked about
3 his understanding that there was an e-mail sent
4 by me regarding Dr. Ghoubrial.

5 Q. Okay.

6 A. And I confirmed that, yes, there
7 was.

8 Q. Okay.

9 A. Asked me if I had a copy of it, I
10 said, "No I didn't. At one time I did."

11 Q. You sent that to your own personal
12 e-mail?

13 A. Yeah.

14 Q. You knew this was against the
15 rules?

16 A. Yeah, I did send it to my personal
17 e-mail. I sent it to my father, as well, just
18 because I wanted to discuss it with him. I
19 didn't think that was against the rules. I
20 didn't think that was confidential, per se, I
21 didn't think that was any sort of business
22 property. But, if it was against the rules,
23 then, I guess, I broke the rules on that one.

24 Q. I'm just asking.

25 A. I actually sent it to my father,

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1 because he is my mentor and advisor. Because I
2 wanted to get the hell out of there at that
3 point.

4 Q. Your dad is a lawyer?

5 A. No. He's just my father.

6 Q. Well, that's fine. The way you
7 said it, by *mentor*.

8 A. No. No. No. He just is -- I
9 mean, I rely on him very heavily. He's a
10 friend, as much as he is a father. And my
11 father said, "I don't care if I have to support
12 you for two years. Get the hell out of that
13 place. Don't work for that man." And I said,
14 "No, I want to tough it out. I mean, it is
15 what it is, and let's see what happens." So
16 that's how I decided to proceed.

17 Q. Okay.

18 A. I'm not a quitter.

19 Q. So from December 16th or 15th of
20 2014, when you left KNR --

21 A. Uh-huh.

22 Q. -- until the time you talked with
23 Mr. Pattakos --

24 A. Uh-huh.

25 Q. -- had you ever done anything

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1 during that time period to think about
2 Dr. Ghoubrial's bills that were in KNR files,
3 at all? Did that even come to your mind,
4 during that time frame?

5 A. Oh, God, no. I was trying to wipe
6 everything about that experience out of my
7 head, to be quite honest.

8 Q. So, it has been a good four years,
9 almost, since you had even seen Settlement
10 Memorandum with Dr. Ghoubrial's name on it, or
11 Clearwater, fair?

12 A. Settlement Memorandum?

13 Q. Yeah.

14 A. Oh, for sure, I think.

15 Q. You never actually took all your
16 Settlement Memorandum, and tried to figure out
17 the exact percentage that he was paid, did you?

18 A. Oh, God. No. I would have no
19 idea. I left that office with my phone
20 charger.

21 Q. Okay.

22 A. That's all I had.

23 Q. You didn't keep a diary, or take
24 any notes on the actual percentage --

25 A. No, sir.

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1 Q. -- that Ghoubrial was paid?

2 A. No, sir.

3 Q. This is a wild-ass guess, the 80%,
4 fair?

5 MR. PATTAKOS: Object.

6 A. Yeah, I would say just based on my
7 memory. And it could be off. But, I think, it
8 is fairly accurate.

9 Q. What if you found out he only gets
10 paid about twenty-nine cents on the dollar?

11 A. That would be surprising to me.

12 Q. That would say that overall, on his
13 cases, were a lot different than your
14 experience with him?

15 A. If that was overall, that would be
16 different than my experience with him, yes.

17 Q. What percentage did he get paid on
18 Rob Horton's cases?

19 A. I have zero idea.

20 Q. Anybody else in the Akron office,
21 do you have any idea?

22 A. I have no idea.

23 Q. Youngstown office?

24 A. No, no idea.

25 Q. Did you ever look at all of Amanda

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1 Lance's Settlement Memorandum?

2 A. No, I did not.

3 Q. Paul Steele's?

4 A. No, other than when Paul would try

5 to show me for instance, maybe, for training

6 purposes. But, no. No, everybody's were kind

7 of their own.

8 Q. You don't know what percentage they

9 were on on those cases, do you?

10 A. I do not. I can't speak to that.

11 Q. Okay. And one of the reasons that

12 Mr. Nestico would call Dr. Ghoubrial, at times

13 to get a reduction, is because he knew him,

14 true?

15 A. If he called him. I don't know.

16 Q. Have you ever done a systematic

17 comparison of the reductions in Dr. Ghoubrial's

18 bills versus anybody else's bills?

19 A. A systematic -- no.

20 Q. Right.

21 A. I just know from my experience in

22 getting reductions.

23 Q. So, from your memory from five

24 years ago?

25 A. That's fair, sure.

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1 Q. So, what percentage did Town &

2 Country get theirs reduced on average?

3 A. Well, it all depends whether

4 Ghoubrial was involved or not.

5 Q. Do you know?

6 A. No, I do not know. It would

7 probably be, my best guess would be 40% or 50%.

8 Q. Guess again.

9 A. That's a guess. But, I would say,

10 again, if we didn't -- cuts to Town & Country

11 were allowed to be bigger, if Dr. Ghoubrial was

12 involved. If Dr. Ghoubrial wasn't involved,

13 you didn't get as big as cuts with Town &

14 Country after --

15 Q. I thought it was the other way

16 around?

17 A. No. They would get paid more, when

18 Ghoubrial wasn't involved.

19 Q. Right. I think you just --

20 A. Yeah, that's what I'm saying. So,

21 if Ghoubrial wasn't involved, they got paid a

22 higher percentage. You had more latitude --

23 Q. Oh, the cuts were bigger, when Dr.

24 Ghoubrial was involved, is what you're saying?

25 A. Yes, that's exactly what I'm

283

1 saying.

2 MR. PATTAKOS: The cuts to Town &

3 Country, just to be clear.

4 A. The cuts to Town & Country were

5 bigger.

6 Q. Do you know why that was? Do you

7 have any personal knowledge of that?

8 A. I have no personal knowledge, as to

9 why that was.

10 Q. Do you have any specific client you

11 can tell us about who that happened to?

12 A. Not any specific client, no. It

13 would be from my memory from the clients that I

14 did have.

15 Q. You talked earlier about, if a

16 referral came from the chiropractor, sometimes,

17 you couldn't reduce that bill as much?

18 A. No. That's the one you got all lit

19 up about. I made assumptions, which is why we

20 had to say *we referred to Town & Country*, or

21 *Town & Country referred to us*, which, crazily

22 enough, I don't really think that's that big of

23 deal.

24 Q. Right.

25 A. Because, if there is greater

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1 expense with securing that patient, I think

2 that, as a business person, if you're working

3 reductions, that that's something you should

4 take into consideration, as the lawyer dealing

5 with them. Like, well, I certainly can't cut

6 their bill 70%, if they had several hundred

7 dollars that had to be paid to -- and I don't

8 know what they pay their marketers, but, then,

9 they're taking this as a loss. They can't do

10 that.

11 I'm, again, working under the

12 assumption Rob didn't have to call on every

13 case, which is why you would get a lot of them

14 back within ten seconds. Now, I don't know if

15 you even had to call Dr. Ghoubrial. I don't

16 know if it was just a general understanding, or

17 he just wanted his finger on the pulse to say,

18 "Oh, my God, if Dr. Khan calls me, and I've

19 been cutting the crap out of her, maybe, I need

20 to know that," or, maybe, "That could ruin our

21 relationship."

22 Q. But, you don't know that?

23 A. I don't know. To me, that's the

24 only logical reason why it would matter whether

25 Town & Country referred to us, or we referred

285

1 to them.

2 Q. You know how your cases were
3 handled, but not how everybody's else's were
4 handled, fair?

5 A. Well, that was a requirement to put
6 on the reduction request.

7 Q. Say that again?

8 A. When you reduced, and sent a
9 reduction request to Rob, you had to put on
10 there *it was a referral from Town & Country*, or
11 vice-versa.

12 Q. I understand. But, as far as what
13 percentage were reduced, or who called whom, if
14 they weren't your cases, you're not really sure
15 how they were handled in Akron, were you?

16 A. Not at all, no.

17 Q. My statement was correct?

18 A. Yeah, I don't know how Akron
19 operated.

20 Q. So, what you're saying with the
21 chiropractor is, if the chiropractor had a
22 marketing expense, and they're the ones who got
23 the client, and referred them to KNR, they
24 might not be as willing to negotiate on the
25 bill, because they had more expense?

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1 A. I think that's fair enough, yes.

2 Q. And you don't see anything wrong
3 with tracking your referrals, do you?

4 A. Not at all.

5 Q. I mean, that could be a good
6 marketing tactic there to know who's giving you
7 work?

8 A. That's fair enough. And to
9 mention, in that situation -- no, I'm going to
10 end it there. It's fair. You want to do that
11 for business reasons. You need to know where
12 your cases are coming from.

13 Q. Right. And, if Town & Country
14 spends money on marketing, and they don't want
15 to reduce a bill, that's their decision?

16 A. That's absolutely their decision.

17 Q. And you think it's good that they
18 telemarket people at Town & Country. That's
19 good?

20 A. I believe in telemarketing by
21 chiropractors. I do.

22 Q. You have zero evidence that Mr.
23 Nestico paid for any of that advertisement,
24 true?

25 A. Yeah, I have no knowledge of that.

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1 Q. So, you said there were a lot of
2 doctors in the Columbus area, who were willing
3 to work on personal injury cases?

4 A. Sure. If you needed -- go through
5 Key Health. They usually have a list of people
6 that will operate in different areas.

7 Q. With letters of protection?

8 A. Yeah. Essentially, that's what you
9 provide to Key Health so that they, go ahead,
10 and handle it through them. And, then, Key
11 Health, they, essentially, become lien to the
12 file. Just like I've been able to reduce Key
13 Health. They always tell me I'm not supposed
14 to, but I do. I mean, I call them, and say, "I
15 need a reduction."

16 Q. Who is Key Health?

17 A. They're owned by -- I can't
18 remember -- yeah, they're owned by Oasis Legal
19 Finance. I know that Rob is aware of them,
20 because I know KNR uses Oasis Legal Finance.
21 Basically, they provide a variety of services.
22 Like, if a client doesn't have health benefits,
23 but they get a prescription, you can,
24 basically, go to Key Health, and they will --
25 and, a lot of them hand out the applications at

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1 the office. All you have to do is cut it out,
2 fax it over, and they use that like a benefits
3 card to go pay for their prescriptions. But,
4 they're lien to the file.

5 Q. At what office?

6 A. You fax it over to Key Health.

7 Q. Who faxes it?

8 A. After we fill it out, and have our
9 clients sign it.

10 Q. I mean, you do that now?

11 A. Yeah, sure. Actually, that was
12 available, then, as well, they did that at
13 Keating's office, as well.

14 Q. Anything wrong with that?

15 A. No. It's essentially the same
16 thing as a Letter of Protection.

17 Q. Okay.

18 MR. PATTAKOS: Are you about ready
19 for another break, Tom?

20 MR. MANNION: That sounds good,
21 yes, let's take another break.

22 (Whereupon, a break was taken.)

23 MR. MANNION: Back on.

24 Q. I'm going to have you look at

25 Exhibit 2, again.

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1 A. Okay.
 2 Q. Obviously, you remember this
 3 e-mail?
 4 A. Yeah, I would say.
 5 Q. Did you ever look at the Affidavit
 6 that Mr. Pattakos sent you, that was yours, did
 7 you ever read through it?
 8 A. I printed my Affidavit off, before
 9 I came up here, and I glanced at it. But, to
 10 say I read it word for word is -- no, I kind of
 11 wanted to come in blind, to be quite honest.
 12 Q. Okay. Can you print off those
 13 e-mails, and send them to me, the ones that you
 14 got?
 15 A. That I got?
 16 Q. Yeah. And send the other
 17 Affidavits, as well?
 18 A. Sure.
 19 Q. Okay. Thanks. Now, looking at
 20 Exhibit 2, at the very top, you say, if you
 21 look at your first e-mail, on Thursday October
 22 16th at 12:53 --
 23 A. Yes, sir.
 24 Q. *Please know that I am not*
 25 *questioning what is going on here.* I read that

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1 correctly?
 2 A. Yeah.
 3 Q. And you gone on to, basically --
 4 someone could make it look like something is
 5 going on wrong, true?
 6 A. Sure. I was trying not to offend
 7 Rob.
 8 Q. You were talking about somebody
 9 could make an argument, but you weren't
 10 suggesting that something was --
 11 A. I wasn't suggesting. I was just
 12 suggesting, I guess, is what I would say. I
 13 mean, I had concern with it, and I wanted to
 14 voice it without losing my job, is what I
 15 wanted to do.
 16 Q. And, you say *clearly the Nationwide*
 17 *adjusters have received some form of directive?*
 18 A. Uh-huh.
 19 Q. Was that a yes?
 20 A. Yes, sir.
 21 Q. But, did you ever see a directive?
 22 A. I never saw one, no.
 23 Q. Did somebody actually read it to
 24 you, or tell you there was a directive?
 25 A. Yeah.

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1 Q. Who told you that?
 2 A. One of the adjusters. I can't
 3 remember which one.
 4 Q. Well, which claims people, on these
 5 five cases, would not pay these?
 6 A. I can't remember the individual
 7 claims people, no.
 8 Q. Can you identify one claims
 9 representative at any insurance company, who
 10 refused to pay Dr. Ghoubrial's bills?
 11 A. Any specific, like, in -- oh, sure.
 12 No, to name the specific adjusters on specific
 13 cases, no, but I would say the Progressive
 14 adjusters, the Nationwide adjusters, American
 15 Family --
 16 Q. Name one.
 17 A. -- was reduced. Well, I can name
 18 the American Family -- Janet, what is her last
 19 name, Jane Peterson.
 20 Q. That was a reduction, correct?
 21 A. That's a reduced one, correct.
 22 Q. And what it says is *Dr. Ghoubrial's*
 23 *office charge for \$350 has been deducted, since*
 24 *this is already included in the global*
 25 *procedure surgery charge --*

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1 A. Correct.
 2 Q. -- *injections*, true?
 3 A. Yes.
 4 Q. Okay. So she wasn't refusing to
 5 pay this bill, was she?
 6 A. No. She was just reducing.
 7 Q. Do you have the name of any claims
 8 individual anywhere, at any insurance company
 9 anywhere, who refused to pay Dr. Ghoubrial's
 10 bills on KNR cases?
 11 A. Specifically, I think, no, I do
 12 not. I sent them an e-mail, and said it was in
 13 response to 505 cases.
 14 Q. Well, I can't go and talk to those
 15 claims people, right, because you're not
 16 telling me who they are. You don't know who
 17 they are?
 18 A. Yes, that wasn't purposeful. I
 19 didn't think it was necessary to name them in
 20 my e-mail, and say *bing, bang, boom*. I guess,
 21 if he wanted to know which ones they were, you
 22 should have asked me then.
 23 Q. I'm saying me.
 24 A. Yeah.
 25 Q. Like, I can't go talk to them,

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1 because I don't know who they are. And you
 2 can't tell me who they are, right?
 3 A. I cannot tell you who they were.
 4 Q. And, where you say *don't make the*
 5 *mistake of assuming that Nationwide and Grange*
 6 *are not in a coordinated effort*--
 7 A. Yeah.
 8 Q. Were they?
 9 A. I can tell you from my experience
 10 on the insurance side, when SIU is involved, I
 11 think all the carriers are always talking to
 12 each other. SIU managers always get together.
 13 SIU attorneys often talk about --
 14 Q. That was an assumption, though?
 15 A. It was an assumption. This one, do
 16 I know that Rob Roby was communicating with
 17 other insurance companies, yeah, I know that.
 18 He does work for multiple insurance companies.
 19 Q. Is Rob Roby your friend?
 20 A. Yeah, I would classify him as a
 21 friend.
 22 Q. How do you know him?
 23 A. I knew him because he did special
 24 investigative work for me, when I was on the
 25 insurance side.

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1 Q. What did he tell you about KNR?
 2 A. Rob loves KNR. He does. He
 3 doesn't want to get rid of KNR.
 4 Q. He's a defense lawyer.
 5 A. They put his kids through college.
 6 He is the KNR guy. That's where he falls on
 7 things. But he does work for multiple
 8 companies.
 9 Q. So, Rob Roby didn't tell you KNR is
 10 doing nothing wrong, did he?
 11 A. I can't recollect any specific
 12 thing, no.
 13 Q. And you're not aware of any --
 14 okay. Now, in Mr. Nestico's response to you,
 15 he states *Clearwater is treated no differently*
 16 *than any other provider we deal with that has a*
 17 *Letter of Protection*. Did I read that
 18 correctly?
 19 A. That's what he says, yes.
 20 Q. Are you trying to say that they
 21 were?
 22 A. It was my feeling they were, yes.
 23 Q. You thought they didn't reduce the
 24 bills enough; is that what you're saying?
 25 A. Yeah, I thought that they were not

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1 required to work in concert with everybody else
 2 reducing like we did. Everyone was agreeing to
 3 reduce, and they reduced less.
 4 Q. To find out that they were reducing
 5 theirs to about 29% or 30% of this total, when
 6 you look at all the cases, would you change
 7 your feelings on that?
 8 A. I guess I would have to see it.
 9 Q. You don't know how much they were
 10 reducing in other offices, fair?
 11 A. That's fair.
 12 Q. How many cases do you think that
 13 you have had, where there was an attempt to
 14 reduce a Clearwater bill on your cases?
 15 A. Say that again.
 16 Q. How many times did you handle a
 17 case at KNR, when the Settlement Memorandum
 18 came around, you had to reduce a Clearwater
 19 bill, approximately, how many cases?
 20 A. That there was some form of a
 21 reduction?
 22 Q. Uh-huh.
 23 A. I would say every case there was
 24 some form of a reduction.
 25 Q. And, how many of those were there?

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1 A. I can't remember what I said
 2 before, maybe 500 cases, or something. Oh,
 3 that were just from Dr. Ghoumbrial?
 4 Q. Yes.
 5 A. Somewhere between a third and a
 6 half. I don't know how many Town & Country
 7 cases I ended up working with when I was there.
 8 I'm sure a search could be run on that. So, I
 9 don't know.
 10 Q. Now, in your e-mail to Mr. Nestico,
 11 you actually never said anything, any
 12 complaints whatsoever, about how much
 13 Clearwater, or Dr. Ghoumbrial, reduced their
 14 bill, or didn't reduce their bill, true?
 15 A. I did not, no.
 16 Q. And, you never sent him an e-mail,
 17 in that regard, did you?
 18 A. No. I was trying to color this
 19 e-mail in such a way as to not to offend him,
 20 and to elicit a conversation.
 21 Q. That was about five specific cases,
 22 where Nationwide refused to consider anything
 23 with Clearwater, correct?
 24 A. Correct.
 25 Q. This didn't have to do with

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1 reductions in their billing across the board,
 2 did it?
 3 A. About him needing to reduce across
 4 the board?
 5 Q. Right.
 6 A. No.
 7 Q. Rob asked you a question, if it
 8 wasn't for M.D.s willing to do this work, who
 9 would care for these victims. That's a pretty
 10 good question, isn't it?
 11 A. Yeah.
 12 Q. Because, some of these victims
 13 would not have medical care, if doctors like
 14 Dr. Ghoubrial didn't agree to take the case on
 15 a Letter of Protection, true?
 16 A. Yep. And there are a lot of other
 17 doctors, besides Dr. Samuel Ghoubrial.
 18 Q. That wasn't my question, though.
 19 If it wasn't like Dr. Ghoubrial, and others,
 20 who work on a Letter of Protection, some of
 21 these people wouldn't be able to get care.
 22 A. That's true.
 23 Q. And, when that happened, the
 24 insurance company would argue, *well, they*
 25 *didn't get treatment, so the injuries can't be*

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1 *that bad, true?*
 2 A. True.
 3 Q. Now, Rob says *I've taken down*
 4 *Nationwide before, and we will do it again, if*
 5 *necessary.* Do you know what that was about?
 6 A. No. I think they caught him on
 7 some sort of rental memo from a class
 8 perspective, or something, if I remember
 9 correctly. But, it didn't take.
 10 Q. Well, they were taking advantage of
 11 him, true?
 12 A. I don't know the specifics of that
 13 case. I think it involved rental coverage
 14 somehow. I don't know.
 15 Q. It's a good thing that Rob is
 16 willing to take on, KNR, is willing to take on
 17 an insurance company, if they think they're not
 18 being fair to the client, isn't it?
 19 A. If that's what the parameters are,
 20 sure.
 21 Q. Here's another question, and I want
 22 you to answer this, because I didn't see you
 23 answer this. Ask yourself why all these
 24 companies have paid the doctor either directly
 25 his full bill, when there was a lawyer, or

299

1 MedPay has paid us a bill, and others in full,
 2 but yet on a third party case, they raise this
 3 BS. What does he mean by that. Did you know?
 4 A. Well, that just means MedPay has
 5 different procedures. That's something you
 6 point out in any negotiation. It's like if I
 7 have a chiro-only cases, if they run it through
 8 Medpay, you, then, make an uninsured motorists
 9 offer on top of Medpay, new money, then, you
 10 generally will get paid more money through
 11 MedPay than you would under the liability
 12 provision, and that that's because different
 13 policy language that applies. So they're
 14 restricted by the contract on the first party
 15 situation with medical payments coverage.
 16 Q. But, I think what Rob's referring
 17 to is in first party, they often pay Dr.
 18 Ghoubrial's bill in full, correct?
 19 A. If it's under medical payments
 20 coverage, I'm sure.
 21 Q. And --
 22 A. But, that's, what Rob is failing to
 23 distinguish is there is a difference between
 24 liability and contractual coverage.
 25 Contractual coverage is governed by the

300

1 contract of the insurance, and liability is a
 2 completely different animal.
 3 Q. Well, even if it's contractual
 4 coverage, even if it's not reasonable and
 5 necessary, they don't pay for it, fair?
 6 A. Correct. But, they have a distinct
 7 set of parameters, based on the contract, every
 8 contract is different.
 9 Q. As to whether it's reasonable and
 10 necessary, it still has to be reasonable and
 11 necessary, true?
 12 A. I would say with most companies
 13 that would apply, sure, depends on what their
 14 contract says.
 15 Q. So, how is it reasonable and
 16 necessary when it's a first party payer case,
 17 but not when it's not a third party payer case?
 18 A. Again, medical payments person, if
 19 they can't deny or reduce, based on the
 20 contractual language, it's all inherent to the
 21 contract. If it's a liability situation, if
 22 they're risking what they believe, if they are
 23 willing to try the issue, then, they can try
 24 the issue.
 25 Q. But, that's the insurance company

301

1 distinction?

2 A. Yeah. But, they're not held to any
3 contractual standard in a liability situation.
4 That is just their risk.

5 Q. How does it change, whether the
6 expense is reasonable or necessary, if it's
7 first party or third party?

8 A. You're comparing apples and
9 oranges.

10 Q. No, I'm asking --

11 A. You're comparing apples and
12 oranges. You're not understanding insurance.

13 Q. I understand insurance pretty well.

14 A. But, what I'm saying, in these
15 particular situations -- please don't take that
16 as an insult. I didn't mean it that way.

17 Q. Well, you're not understanding the
18 question. So, let me strike it. I'll ask a
19 new question to make sure you understand it.
20 And, if you want to give that explanation when
21 I'm done, you can give whatever explanation you
22 want.

23 A. Sure.

24 MR. PATTAKOS: You're interrupting
25 the explanation he was giving, Tom, right?

302

1 Let's just be clear, because you admonished me
2 so many times.

3 MR. BEST: Oh my God.

4 MR. PATTAKOS: Okay. Just finish,
5 go ahead, and finish.

6 A. Let's go back, because I want to
7 give you the answer to the question you asked.

8 MR. PATTAKOS: I mean, you can
9 finish. I don't want to cut you off.

10 A. When all this goes on, I forget
11 what the hell is happening anyway, so why don't
12 you ask me again.

13 Q. Let me just ask this --

14 MR. PATTAKOS: That's why they do
15 it.

16 MR. MANNION: You're the one that
17 just did it, Peter. So that's why you did it?
18 You just admitted on the record you did that.

19 MR. PATTAKOS: No, Tom, you're the
20 one --

21 MR. MANNION: You just admitted on
22 the record you did that, wow.

23 MR. PATTAKOS: You're the one who
24 told him to stop answering the question he was
25 answering. You've become very upset with me,

303

1 when I did the same thing. I just wanted to
2 point that out. He was testifying.

3 MR. MANNION: Okay.

4 PLAINTIFF 5: And, you didn't like
5 what he was saying, so you stopped.

6 MR. MANNION: I don't care what he
7 was saying. He was not answering my question.

8 Q. But, if you want to finish, go
9 ahead.

10 A. Ask the question again, please.

11 Q. So, whether a medical expense is
12 reasonable and necessary, does that change on
13 whether it's first party or third party, not
14 whether they'll pay it, whether it is
15 reasonable and necessary?

16 A. But, when it was a first party
17 coverage, there's a contract that controls. So
18 you have to pay what the contract says. And,
19 if the contract is not tightly written, you
20 don't get to make an independent judgment in
21 the contract. If it's a liability decision,
22 it's based on what your company's risk
23 assessment is, and what you believe you should
24 pay.

25 Q. I totally understand. But, you're

304

1 going to the point of the decision of making
2 the payment. I'm not going there yet, okay?

3 A. What you're failing to recognize
4 is, what Rob is bringing up is a philosophical
5 argument here. Anybody can say. That's like
6 me saying, "If an insurance company says we
7 evaluate the cases the same, whether it's
8 uninsured motorist, or liability coverage, we
9 look at the same injury under both coverages,
10 same accident, we're going to offer you the
11 same money. You know what I'm going to say to
12 that, bullshit.

13 Because when it's an uninsured
14 motorist accident, you get to name them, as a
15 party. And, anytime you name them as a party,
16 the value goes up. They have to hire different
17 lawyers. Their name's on the docket. Every
18 company pays more under UM than they do a
19 liability claim.

20 Q. And, that's the one of the things
21 Mr. Reddick pushes, when people can't find
22 coverage, he sees if there's UM, right?

23 A. Well, when you've already explained
24 to him, all over, there's no coverage anywhere
25 else, and you've spelled it out, and have to

305

1 tell him the same thing three times, it gets
2 frustrating.

3 Q. It might get frustrating, but he's
4 doing it, because he wants to somehow find
5 coverage for the client, true?

6 A. I don't know what his intentions
7 are, but that would make sense, yes.

8 Q. He never told you anything contrary
9 to that, did he?

10 A. No, sir.

11 Q. You're talking, now, about payment,
12 I want you to stick with my question for a
13 minute, okay, Kelly?

14 A. Sure.

15 Q. I'm just talking about whether a
16 patient needs, for example, injections let's
17 say --

18 A. Sure.

19 Q. And whether injections for that
20 patient are reasonable and necessary for that
21 patient --

22 A. Uh-huh.

23 Q. -- that has nothing to do with the
24 insurance coverage, does it, from a medical
25 standpoint?

306

1 A. I would tell you, as long as it
2 passes audit in a medical payments coverage
3 situation, it's going to get paid.

4 Q. We're not talking payment. I'm not
5 talking about --

6 A. But, what you're assuming is
7 someone in the medical payments situation can
8 make --

9 Q. Put this away. You can talk about
10 that later.

11 A. But, that's how you started the
12 question, you said, "This is what Rob said."

13 Q. I'm on a different question, okay?
14 I don't know why you won't answer it.

15 A. I'm answering it.

16 Q. Take payment out of it, okay?

17 A. Sure.

18 Q. Whether the treatment is reasonable
19 and necessary --

20 A. Okay.

21 Q. -- for that patient, is a decision
22 that hopefully that patient and doctor have
23 decided together, fair?

24 A. That's fair, sure.

25 Q. And, that has nothing to do with

307

1 whether there's insurance coverage, or not
2 insurance coverage, as to whether they need
3 that treatment, fair?

4 A. If it's good for their health,
5 then, sure.

6 Q. Whether it's reasonable and
7 medically necessary, is a different question
8 than whether the insurance company is
9 ultimately going to pay it, true?

10 A. I would say, yes, that's fair. And
11 that's a subjective deal. But yes, sure.

12 Q. And, the mere fact that it is first
13 party, or third party, doesn't impact whether
14 that doctor, that patient, was right about
15 whether it's reasonable and medically
16 necessary, true?

17 A. Whether they were in agreement that
18 it was medically necessary, true.

19 Q. But, it was medically necessary?

20 A. Well, the opinions vary on that,
21 obviously, otherwise, there wouldn't be
22 arguments over settlement amounts.

23 Q. What was Nationwide saying? Why
24 wouldn't they pay it all?

25 A. Their responses to me is that (A),

308

1 they wouldn't think they were necessary. (B),
2 there was over charging. They didn't think
3 they were properly referred. They didn't think
4 a chiropractor should be referring somebody for
5 injections.

6 Q. Well, that's not KNR's fault, is
7 it?

8 A. Not necessarily, no.

9 Q. It is not their fault.

10 A. It is not their fault. They are
11 not the ones referring them.

12 Q. And, in fact, you think that's a
13 wrong decision by Nationwide to determine who
14 that chiropractor should refer to, or not,
15 don't you?

16 A. I think it's inappropriate for a
17 chiropractor to refer someone for injections.
18 They should go see a medical doctor, who
19 determines whether or not --

20 Q. How do you know that a chiro, in
21 these cases, determine they need injections.
22 They refer them to a medical doctor to make
23 that decision, correct?

24 A. Yes.

25 Q. And, Nationwide has no right to

309

1 interfere in that decision, do they?

2 A. Not in the decision where they do.
3 But whether or not they pay for it, they do.
4 That's their choice.

5 Q. It's their choice. But, they're
6 deciding, in some cases, then, not to pay for
7 treatment that is reasonably and medically
8 necessary?

9 A. For that doctor, correct.

10 Q. And, you think that's a good thing,
11 don't you, to fight against that, and get that
12 paid. If you're the attorney representing that
13 person, Nationwide won't pay for reasonably and
14 medically necessary charge, aren't you going to
15 try to argue with them to get them to pay it?

16 A. You have to.

17 Q. In some of these cases, you told me
18 Nationwide said you thought there were
19 overcharges, but they were just refusing to pay
20 their bill?

21 A. Yes, sir. I was told that they
22 were told not to honor any of Clearwater's
23 bills.

24 Q. Without looking at each individual
25 case?

310

1 A. That's what I was told.

2 Q. Do you think that's a proper
3 practice by an insurance company?

4 A. If they're willing to take the
5 risk, that's up to them.

6 Q. Do you think it's improper
7 practice?

8 A. Oh, yeah.

9 Q. Do you think it is improper
10 practice?

11 A. I wouldn't do it, no.

12 Q. It's wrong, isn't it?

13 A. Yes, you're supposed to look at an
14 independent evaluation.

15 Q. It's wrong, right?

16 A. Yes.

17 Q. And, in fact, when you say
18 independent, you would have to look at every
19 individual patient to determine whether it was
20 reasonably and medically necessary, in that
21 case, true?

22 A. Yes. Unless Nationwide is trying
23 to goad KNR into court so they can reveal
24 everything going on with Dr. Ghoumbrial, which
25 is I'm sure what their intentions are.

311

1 Q. What do you mean by *goad*? What's
2 going on with Dr. Ghoumbrial?

3 A. Well, it would be the same thing,
4 like if I --

5 Q. Is that what they told you?

6 A. No. But, I mean, what other reason
7 would you just say no? You know you are
8 forcing them to court. You know you are daring
9 KNR to file on it. That can be the only
10 explanation.

11 Q. So, what happened, as a result of
12 these, do you know?

13 A. I have no idea. I was gone.

14 Q. Do you know if Nationwide ever took
15 any action?

16 A. I don't know. I don't know if KNR
17 ever took any action on it.

18 Q. Do you know if Nationwide paid Dr.
19 Ghoumbrial's bills, since then?

20 A. I have zero idea whether they have.
21 I don't know if KNR ever litigated these cases.

22 Q. Okay. So, you're not going to tell
23 me that Rob Nestico and KNR were wrong for
24 fighting back against Nationwide on this, are
25 you?

312

1 A. If they did.

2 Q. It would be the thing to do,
3 wouldn't it?

4 A. They wouldn't have a choice.

5 Q. Well, if it was reasonably and
6 medically necessary, they should fight back and
7 try to get those paid, shouldn't they?

8 A. Sure.

9 Q. Another question that Rob brings
10 up, *ask yourself these questions, and ask any*
11 *of the litigators in your office, when have*
12 *these bills not been awarded by jurors.* Do you
13 see that?

14 A. Uh-huh.

15 Q. Did you ever have any cases at KNR,
16 where Dr. Ghoumbrial's bills were not awarded by
17 a jury?

18 A. I wouldn't know if they were or
19 weren't. They were out of my hands, when that
20 happened.

21 Q. And, the question the jury is asked
22 is whether they are reasonably and medically
23 necessary, correct?

24 A. Yes.

25 Q. So, if a jury thinks they're

313

1 reasonably and medically necessary, Nationwide
2 just arbitrarily decides they are not? Do you
3 condone that practice by Nationwide?

4 **A.** Nationwide can do whatever
5 Nationwide wants to do.

6 **Q.** You wouldn't have done that, when
7 you were in the insurance business?

8 **A.** I think that was a bit of a risky
9 stance, but I wasn't a multi-billion dollar
10 company.

11 **Q.** Well, it wasn't fair to those
12 individual patients, was it?

13 **A.** Basically, what you're failing to
14 recognize from an insurance perspective is that
15 companies make determinations. If I decide I'm
16 done with Kevin Kurgis, then, I'm going to
17 lowball him on every case that goes in front
18 the court, then, I'm going to do it.

19 **Q.** Is that proper?

20 **A.** I can do whatever I want to do.
21 It's a business decision. As long as I'm
22 protecting my insured's interest, I can do
23 whatever the hell I want.

24 **Q.** Okay.

25 **A.** The insurance policy says the

315

1 wanted to see if KNR was willing to go to bat
2 for it, I don't know. Like I said, by the time
3 all of this would have come to fruition
4 afterwards, if it did litigate or didn't
5 litigate, I have no idea. For all I know,
6 Ghoubrial wrote off 90% of his bill, and the
7 case settled. I have zero idea.

8 **Q.** What I'm asking, though, is
9 Nationwide did not tell you it was because of
10 KNR, they told you it was because how the cases
11 got referred, and they thought the expenses
12 were too high, true?

13 **A.** Per my recollection, yeah. I don't
14 think it was anything specifically related to
15 KNR, no.

16 **Q.** Okay.

17 **A.** To my knowledge.

18 **Q.** Now, I touched on this a little bit
19 earlier with the investigators, but when you
20 came on, you inherited how many case?

21 **A.** I would say three to four hundred.
22 I reviewed that with my paralegal, because she
23 was there at the time. I said, "Did that sound
24 right?" And, she was like, "Yeah, that sounds
25 right."

314

1 insurance company can handle the claim in any
2 way that it sees fit. Now, if by doing so,
3 they exposed their insured to excess
4 contractual damages, then, they're in a world
5 of hurt. But, otherwise, they can make
6 whatever determination they want to make.

7 **Q.** So, you would give a client, excuse
8 me, a Claimant, a lowball offer, even if they
9 deserve more, just because of the attorney?

10 **A.** I would pay on the lower end of
11 reasonable. Or, I might pay another attorney
12 more money, oh, yeah.

13 **Q.** Why? Just because you didn't like
14 him?

15 **A.** Either that, or just because I was
16 afraid of him in court. The inevitable job was
17 to save money. That's what insurance companies
18 do.

19 **Q.** So, the reason that Nationwide
20 wasn't considering Dr. Ghoubrial's bills wasn't
21 due to KNR. It was due to chiropractors
22 referring, and them thinking they were charging
23 too much?

24 **A.** Based on what I was told, those are
25 the various reasons. I don't know if they

316

1 **Q.** You didn't go back through all
2 three or four hundred of those cases, and
3 determine what the investigator did or didn't
4 do on any of those cases, did you?

5 **A.** No.

6 **Q.** Okay. So, on those cases, you
7 don't know what they did, do you?

8 **A.** No. Unless there were pictures, or
9 something, or an e-mail attached.

10 **Q.** And, you don't know what the
11 investigators did for the Akron cases, or
12 Youngstown cases, or any other offices, fair?

13 **A.** That's fair, sure.

14 **Q.** We would have to look at each of
15 those cases separately, do you agree?

16 **A.** Sure. I don't know if things are
17 done differently in different regions. I would
18 guess so, sure.

19 **Q.** And, you don't know what those
20 clients asked about that expense at the
21 settlement time, do you?

22 **A.** Not in other areas, no.

23 **Q.** You don't know what was told to
24 them by Akron, or Youngstown, or any of those
25 lawyers, do you?

317

1 A. I do not. I have no personal
2 knowledge.
3 Q. We would have to go and ask each
4 one of those people?
5 A. I would say so, yes.
6 Q. You said that Paul Steele pointed
7 an article out to you. Was that the initial
8 article, when the lawsuit was filed?
9 A. Yeah. He said something. He said
10 look it up. He said some Chandra Law, who I
11 didn't -- sorry, no offense, I hadn't heard
12 about a lawsuit against KNR.
13 Q. Okay.
14 A. He actually caught me -- because
15 our offices are near each other now. The firm
16 that he works with is like across the way from
17 me. We have a little, like, park in between
18 us, probably, thirty feet, forty feet. So, he
19 caught me, and ran me down. I can't remember
20 if he was in his car, and yelled at me to come
21 over, or whether he chased me down, and told me
22 suit had been filed against KNR.
23 And, all I did was look at that
24 little article that said it was going down. I
25 don't know if it was in the green book, or

318

1 where the hell it was. I have no idea. But, I
2 just looked it up, saw the little synopsis, and
3 I can honestly tell you that's the last I know
4 of it.
5 Q. Okay. Have you and Paul talked
6 about this case, since then?
7 A. I told him -- I ran into him, and
8 told him I was coming up here for deposition.
9 And I asked him if he was going in for
10 deposition, at all, and he didn't respond to
11 me. He doesn't talk about it.
12 Q. Did you talk to Amanda Lance about
13 this?
14 A. I'm not a fan of Amanda Lance.
15 Q. Why is that?
16 A. I don't care for her as a human
17 being.
18 Q. Okay. Did you talk to her about
19 this case, though?
20 A. Oh, no. No. No.
21 Q. Anybody else you talked to about
22 this case, other than anybody in this room, or
23 Paul Steele?
24 A. I mean, it would come up prior to
25 talking with Peter, knowing in any way I might

319

1 be called up to speak on this, yeah, it would
2 come up from various people that knew I worked
3 at KNR.
4 Q. Just generally?
5 A. Yeah, just generally. "Oh my God,
6 did you hear what's going on with the KNR
7 thing?" And, my answer would also be, "I have
8 no idea. I don't want anywhere near it."
9 Q. Other than those few documents you
10 e-mailed to you yourself, you didn't bring any
11 other documents from KNR, or take anything?
12 A. Oh, no. No.
13 Q. Okay.
14 A. I don't even think I had a
15 confidentiality agreement that I signed, when I
16 left.
17 Q. Do you remember receiving a number
18 of e-mails about being late to the office?
19 A. Yeah. I think there were some
20 e-mails from Rob on that. I know, at least,
21 one of the times, it was by way of e-mail.
22 Q. And there was a reason they wanted
23 you there by 8:30, right?
24 A. He said he wanted everybody there
25 when the phones were on.

320

1 Q. Right. Because, if nobody is
2 answering the phones -- you want cases, right?
3 A. Absolutely.
4 Q. You don't have a problem with a law
5 firm wanting people to be there, when the
6 phones are ringing, do you?
7 A. No.
8 Q. And, there were times when you
9 would all go to lunch together, and nobody was
10 there to man the phones, and Paul got upset?
11 A. I never -- I went to lunch by
12 myself.
13 Q. Okay. I meant leaving at the same
14 time, leaving no one else there to take care of
15 the phones.
16 A. Yeah. He would usually like for
17 you to check, and make sure that someone was
18 there, if you were leaving. So, generally
19 speaking, he wouldn't -- I think he actually
20 told us, like, "You need to let Amanda know if
21 you are going out, blah, blah, blah."
22 Q. I mean, there's nothing wrong with
23 that, is there?
24 A. I don't think so.
25 Q. It's okay to want people to answer

321

1 the phones, true?

2 A. True.

3 Q. But, everybody handled the intakes
4 a little bit differently. You took a longer
5 time than other people, fair?

6 A. Yes.

7 Q. Okay. One second. John, anything
8 else?

9 MR. REAGAN: (Indicating.)

10 Q. I think that's all I have for you.

11 I might follow-up after they're done. Mr.

12 Barmen is next. He represents Dr. Ghoubrial.

13 A. There's more?

14 Q. Yes. Thank you, Kelly, I
15 appreciate it.

16 A. Sure, absolutely.

17 EXAMINATION OF KELLY PHILLIPS

18 BY MR. BARMEN:

19 Q. Mr. Phillips, my name is Brad

20 Barmen.

21 A. Hi, Brad.

22 Q. How are you?

23 A. I'm just peachy.

24 Q. Super. As you know, I'm the lawyer
25 representing Dr. Ghoubrial.

322

1 A. I do now. I'm sorry. I didn't
2 know that earlier.

3 Q. Well, that's fine. Mr. Mannion
4 asked a lot of the questions I was going to
5 ask. I don't have a whole lot, but I am going
6 to jump around a little bit.

7 A. Sure, that's fair.

8 Q. First off, what is the e-mail
9 address you've used to communicate with
10 Mr. Pattakos?

11 A. It is kelly@kp3law.com.

12 Q. Who is your cell phone carrier?

13 A. Verizon.

14 Q. What is your number?

15 A. (614) 327-5473.

16 Q. Has that been your number for the
17 last year?

18 A. It's been my number, since I've had
19 a cell phone.

20 Q. Have you ever exchanged text
21 messages with Mr. Pattakos?

22 A. I have to look. I don't know. Is
23 it all right if I check?

24 Q. Of course.

25 A. Yes.

323

1 Q. May I see them?

2 A. I'll read them to you, if you would
3 like, if not, I can print them out for you
4 sometime. I really don't like handing my cell
5 phone to anyone, if you don't mind, no offense.

6 Q. Well --

7 A. I can read them to you, if you
8 want.

9 Q. Before you do that, have you ever
10 had text exchanges with Mr. Pattakos that's
11 been since deleted from your phone?

12 A. If they were, they weren't deleted
13 purposefully. So, no. I don't believe so, no.

14 MR. PATTAKOS: I have them all.

15 THE WITNESS: If he wants to hand
16 you his phone, he can. No offense. It is not
17 because it is you. I don't hand my phone to
18 anybody.

19 Q. No offense taken.

20 A. But, I'm happy to read them to you,
21 if you'd like.

22 Q. Sure. Go ahead.

23 A. The first one is 9/27 at 9:28 a.m.,
24 *hey, Kelly, thanks again for your time on the*
25 *phone yesterday. Let me know if you're free*

324

1 *for a follow-up around 10:30 this morning,*
2 *otherwise, I could do it at or around 4 p.m.*
3 *today.*

4 And, at 10:20 a.m. --

5 MR. PATTAKOS: *Thanks.*

6 THE WITNESS: Oh, yeah, sorry --
7 *thanks.*

8 MR. PATTAKOS: *Peter Pattakos.*

9 THE WITNESS: *Peter Pattakos.*

10 There you go, sorry.

11 A. I said, *sorry, I've been jammed up.*
12 *I'm probably not going to be free up until*
13 *11:00.* And, he said -- this is all the same
14 day, by the way -- *11:00 is good, hopefully,*
15 *not later than that, because, otherwise, I'll*
16 *have to postpone 'til later this afternoon.*

17 10:53, I said, *I am good whenever.*
18 *I'm free.* He said, *great, I am driving to my*
19 *office now. I'll call you at 11:10. Okay.* He
20 asked me my --

21 MR. PATTAKOS: Thumps up emoji.

22 THE WITNESS: Thumbs up emoji. Do
23 I really have to go --

24 MR. PATTAKOS: Yeah, please do.

25 THE WITNESS: Okay. Let's do it.

325

1 A. Then, at 1:09, he said, *what is*
2 *your e-mail address*. I gave him the one that I
3 just gave you. And, I don't know why I said
4 *sorry*.

5 MR. PATTAKOS: Because you sent it
6 twice?

7 THE WITNESS: Oh, okay. There you
8 go. Thanks, bud.

9 A. On 9/27, 2:32, *no problem*. Thanks,
10 *I just e-mailed you*. Please let me know, if
11 *you did not receive*. And, then, 6:06 p.m.,
12 *just left a voicemail and forward you an e-mail*
13 *with Amanda's Affidavit*. Please let me know
14 *regarding tomorrow*. Thanks. Feel free to call
15 *me any time before 11 p.m. tonight*.

16 And, then, this is the next day,
17 9/28, I don't know if he tried to call me,
18 maybe. At 11:26, I'm assuming this was
19 regarding getting together with Rob Roby. It
20 says, *in EUO*-- this is from me -- *I was in an*
21 *examination under oath, and I thought I was*
22 *going to be in one with Rob Roby*. But, I said,
23 *Rob sent an associate instead*.

24 And, then, a few minutes later, he
25 said *give me a call when you are free*. Rob and

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1 *I are planning to meet somewhere on the north*
2 *side, when he gets out of his appointment in*
3 *Mansfield*. He said that it would, probably, be
4 *around 2:30, but I would be glad to meet you*
5 *sooner, if you're available*. That was it for
6 9/28.

7 Then, there's something here from
8 10/31, on Halloween -- *Hi, Kelly, it is Peter*
9 *Pattakos*. *I just e-mailed you about scheduling*
10 *your deposition, and wanted to make sure you*
11 *didn't miss it*. *We have postponed our schedule*
12 *by a month*. *So I would like to proceed with*
13 *your deposition, in the first two weeks of*
14 *December, if possible*. Please let me know.
15 Thanks.

16 My response was, *yikes, December is*
17 *going to be difficult for me*. *I was all set*
18 *for the November 21st*. *I'll have to take a*
19 *look at my schedule*. And, he said, *okay*.
20 Thanks.

21 And, sorry. I said *no worries*.
22 *December is always a tough month in my field*.
23 *Everybody wants their Christmas money, you*
24 *know*. *We'll get something figured out*.

25 Then, he said *yes, of course*,

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1 *thanks, I appreciate it*. Then, the same day he
2 said *just checking in*. *Call me when you have a*
3 *minute*.

4 And, then, we jumped to yesterday,
5 and the text says, from me, says *what is the*
6 *closest hotel to your office?* *Is it the*
7 *Hilton?* And, he said *yes*. And, he said,
8 *Fairlawn Hilton, or Fairlawn Double Tree on*
9 *West Market?*

10 I said *last thing I promise*. *I*
11 *don't want to call again*. Because I called him
12 back a couple times. I said *LOL, are you going*
13 *to ask me about redacting, or no?* That's what
14 I asked him. And, he said *I think so, yes*.

15 Q. And, the redacting was what you
16 discussed earlier about the Medicaid/Medicare
17 information?

18 A. Yeah. Because, like I said, we had
19 talked, and we had went over the -- what he
20 said he was, you know, broad strokes of what he
21 was going to ask me. And that's when it popped
22 into my head, and said *are you asking me about*
23 *the redacting, or not?*

24 Q. My understanding, correct me if I'm
25 wrong, you came in last night, and stayed in a

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1 hotel, because you're not a morning person?

2 A. Yeah, I didn't want to have to
3 drive up from where I live in Columbus to make
4 it up here. It's just going to get me in a
5 grumpy mood.

6 Q. We don't want that.

7 A. I don't need to be any grumpier
8 than I already am.

9 Q. Fair enough. You run your own shop
10 now, right?

11 A. Yeah.

12 Q. What time are you typically getting
13 to the office on a given day?

14 A. About 9:00 or so. But, I don't
15 live that far away.

16 Q. Was getting into the office at
17 8:30, when you worked at KNR an issue for you?

18 A. To start with, yeah. I had to
19 adjust to the traffic. I went to a different
20 pattern. That office was on the north end,
21 traditionally, and my previous job, I was on
22 the east side. So I misjudged the traffic on
23 270.

24 Q. The redacting issue you testified
25 about, that didn't involve Dr. Ghoubril's

329

1 bills, right?

2 A. Absolutely not, no.

3 Q. Do you still have all the e-mails

4 you've exchanged with Mr. Pattakos?

5 A. Yeah, I believe so. I haven't

6 deleted any.

7 Q. Okay. And, I think you said it was

8 9/27, based on the text messages that he sent

9 you Amanda Lance's Affidavit?

10 A. I think he sent me three things in

11 one e-mail.

12 Q. And, that included an Affidavit he

13 wanted you to sign?

14 A. I don't know if that was in that

15 e-mail, or not.

16 Q. Can you check, please?

17 A. Yeah, I'll check right now. On

18 9/27, I got an e-mail from him saying *your*

19 *draft Affidavit is attached*. Let's see. It

20 looks like I got Petty's Affidavit, Horton's

21 Affidavit, and, then, I'm assuming that one is

22 mine. I thought I had Amanda's Affidavit,

23 maybe, I was wrong.

24 Q. So, that was all in one e-mail?

25 A. Yes, sir.

330

1 Q. Well, he did tell you in one of the

2 texts you read me that he sent you Amanda's

3 e-mail.

4 A. Well, let me see, maybe, there's

5 another e-mail on the 27th. Oh, he said *Amanda*

6 *is executing this attached Affidavit tomorrow*.

7 Q. Do me a favor. Forward me those

8 e-mails, please, I'll give you the address.

9 A. Yeah, sure. Let me get a notebook.

10 MR. PATTAKOS: I'll forward them.

11 MR. MANNION: Copy me, please.

12 MR. BARMEN: If it is easier for

13 Peter to do it, as long as you are forwarding

14 them to me. Kelly, don't worry about it.

15 THE WITNESS: If you're satisfied

16 with him, but if you have any questions, just

17 reach out to me, and I'll send you everything I

18 have.

19 MR. MANNION 4: Peter, you're going

20 to forward every e-mail you ever sent him with

21 an attachment?

22 MR. PATTAKOS: I can do that.

23 MR. BARMEN: Please, and thanks.

24 Q. I want to talk a little bit about a

25 couple things you said about your clients, and

331

1 their treatment with Dr. Ghoubrial. You

2 mentioned someone you think whose name is

3 Brandy?

4 A. Yeah, if I remember right. I could

5 be off on that name. I can see her in my

6 mind's eye. She was kind of unforgettable, to

7 be quite honest, she was a character.

8 Q. But, what she told you, and, again,

9 obviously, your knowledge is just based on what

10 she told you, correct?

11 A. Yes, sir.

12 Q. Is that she went to Town & Country,

13 and she saw Dr. Ghoubrial there, or who she

14 believes to have been Dr. Ghoubrial.

15 A. Who she believes to be, yes, sir.

16 Q. And when she went back to see him,

17 he was wearing gloves, and some attractive

18 nurse put a cigarette in his mouth?

19 A. That's what she said, yeah.

20 Q. And, he injected her, Dr. Ghoubrial

21 injected Brandy, while he was smoking?

22 A. I don't think so. She said he took

23 it out of -- I said, "Are you kidding me?" I

24 said, "I find it hard to believe that a medical

25 doctor is going to be smoking a cigarette."

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1 She said, "I'm telling you, his hands were like

2 this. She put it in his mouth. She lit it.

3 Put it in his mouth. He took a couple puffs.

4 She took it back. Then, he came over and had

5 the needle in his hand."

6 Q. But, he would have been smoking in

7 the Town & Country office?

8 A. To believe what she was saying,

9 that would have been what had happened, yes,

10 sir.

11 Q. She also told you that he smacked

12 her on the behind?

13 A. Yes. She's like, "I'm not trying

14 to make a stink about it." But, yes.

15 Q. Well, you would certainly agree

16 with me that that would be a sexual assault?

17 A. Yes, sir.

18 Q. Okay. Are you --

19 A. Well, I asked her, actually, I

20 said, "Are you sure, I mean, sometimes doctors,

21 when they're giving you shots." She said,

22 "That wasn't in the area." I said, "So, it was

23 your opinion?" And, I did say something to

24 Paul about it, and Paul said, "I think that's

25 ridiculous." I said, "I'm just telling you

333

1 what my client said."

2 **Q.** But, if you honestly believed that

3 this doctor had sexually assaulted your client,

4 you would have had some obligation to do

5 something about it, right?

6 **A.** Which I told Paul about it.

7 **Q.** And you didn't do anything about

8 it?

9 **A.** I told Paul about it, yes, sir.

10 **Q.** But, you didn't do anything about

11 it, fair?

12 **A.** Fair.

13 **Q.** Because, you didn't believe it

14 happened?

15 **A.** I honestly didn't. I didn't have

16 anything to back it up.

17 **Q.** And, you didn't feel the need to

18 call Dr. Ghoumbrial, and ask him if it happened,

19 right?

20 **A.** In all honesty, I wouldn't have

21 dared. I would have had somebody else call

22 him, whether it be Rob, or, maybe, Paul. I

23 don't know if Paul talked to him or not.

24 **Q.** And, you didn't ask anybody to do

25 that, right?

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1 **A.** No.

2 **Q.** Have you ever spoken to

3 Dr. Ghoumbrial personally?

4 **A.** No. I've never spoken to him in

5 person.

6 **Q.** You never met Dr. Ghoumbrial?

7 **A.** I couldn't pick him out of the

8 line-up.

9 **Q.** Okay. So despite the fact that you

10 testified you had, I think, a dozen or so

11 clients tell you, that they were given

12 injections that they didn't know why they had

13 to have them, and you never thought to

14 follow-up with the doctor about that?

15 **A.** I didn't know. I said, obviously,

16 it's not like you just went in there, and

17 somebody threw a needle in your backside.

18 They're just claiming they didn't fully

19 understand what was going on.

20 **Q.** Well, if the patient says, "I

21 didn't understand what the doctor was doing,"

22 that certainly should give a lawyer, at least,

23 an indication that maybe there is an issue with

24 informed consent, right? And, these are your

25 clients, fair?

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1 **A.** They are certainly clients of KNR,

2 yes, sir.

3 **Q.** Well, no. These were your clients,

4 right?

5 **A.** These are the clients I was

6 responsible for, yes, sir.

7 **Q.** You were their lawyer?

8 **A.** Yes.

9 **Q.** And, you never felt it was

10 necessary to follow up on this allegation,

11 that, maybe, there was an issue with this

12 doctor and informed consent?

13 **A.** I will say, again, I talked to Paul

14 Steele, my superior.

15 **Q.** Did you do anything other than talk

16 to Paul Steele?

17 **A.** No.

18 **Q.** Did you ever send an e-mail to Paul

19 Steele, or anyone else about these allegations?

20 **A.** No. I talked to Paul Steele.

21 **Q.** So, there's nothing in writing to

22 support any of that; is that fair?

23 **A.** That's fair. I'm not aware of

24 there being anything in writing, no sir.

25 **Q.** Did you pay for your own hotel last

336

1 night?

2 **A.** I did. I did not pay for my

3 dinner, though, my friend paid for that.

4 **Q.** Who told you not to discuss this

5 insurance concern relative to Dr. Ghoumbrial?

6 **A.** In what respect, I'm sorry.

7 **Q.** I think, when you were talking

8 about Exhibit 3, the Nationwide e-mail, or, I

9 think, it was Exhibit 2. When you testified

10 earlier, you said you were told not to discuss

11 the insurance company's concerns relative to

12 Dr. Ghoumbrial. Who told you not to discuss it?

13 **A.** I don't recall saying that,

14 specifically. I think it was in a different

15 vein. As far as discussing with a client, they

16 told me, "Well, don't go offering up that."

17 They didn't honor any of that.

18 **Q.** Who told you that?

19 **A.** From Paul.

20 **Q.** Is it fair to say all these

21 concerns that you've raised in the course of

22 your deposition today, anything that your were

23 told that you felt was, maybe, not above board,

24 had to do with, came from Paul Steele?

25 **A.** Paul or Rob, when I raised my

337

1 concerns, and sent an e-mail to him. But,
2 that's because they rose to a level that I felt
3 like I needed to say something.

4 **Q.** Other than what we've talked about
5 in the e-mail, any other discussions with Rob
6 that you can recall?

7 **A.** In-person, yeah, we discussed them.
8 Like I said, after these e-mails, he came down
9 to my office, and we spent quite some time
10 together, then.

11 **Q.** I guess, anything other than what
12 you've already testified to here today?

13 **A.** Not that I'm aware of, no.

14 **Q.** Did you ever tell one client of
15 yours not to treat with Dr. Ghoubrial?

16 **A.** No, I didn't know when the clients
17 were treating with Dr. Ghoubrial.

18 **Q.** Well, when a client came to you,
19 and said, "I saw this doctor, and he gave me a
20 shot, and I'm not even sure why I had it," did
21 you ever tell that client not to go back to
22 Dr. Ghoubrial?

23 **A.** No. I told him to discuss it with
24 Dr. Ghoubrial. Is that how you pronounce it?
25 I'm sorry if I've been butchering his name.

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1 *Ghoubrial?*

2 **Q.** Yes.

3 **A.** Okay. I said you need to discuss
4 it with the doctor. I would tell them it's not
5 just like he told you to look the other way,
6 and hit you with a shot. I mean, obviously
7 there was some discussion.

8 **Q.** Do you know if any of these,
9 dozen or so clients of yours, that raised this
10 concern about a shot, ever went back after
11 telling you about their concerns and had more
12 shots?

13 **A.** I don't know. I know that the one
14 was claiming, I can't remember which client, he
15 was claiming that he had numbness going down
16 his arm and his hand. And that's the one I
17 remember sticking out saying, "Paul, we need to
18 get this guy to the ER." And, that's the one I
19 remember Paul saying he needs to contact Dr.
20 Ghoubrial. So I told him to reach out to him.

21 Which, actually, I don't disagree.
22 I think that Tom was talking about it, yeah,
23 sure, call him, if you can, and talk about it.
24 And, I believe, that that person did. I don't
25 know what went on. I can't remember beyond

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1 that point.

2 **Q.** You never followed-up with the
3 client to see what happened?

4 **A.** No. I think everything ended up
5 being fine. But, there is some truth, I would
6 say, to, sometimes, people, you know, there is
7 some, admittedly, on this thing, because I
8 don't want to seem like I'm -- Dr. Ghoubrial's
9 involvement on my case has made things
10 difficult to settle. I'm not going to lie
11 about that. That's not a condemnation on him
12 as a doctor. I don't know what the hell he
13 did, to be quite honest, other than what was in
14 his records and reports.

15 But, in this particular situation,
16 when we're dealing with what we're dealing with
17 here, yeah, there are some people that, you
18 know, I don't know if it was because they were
19 just pissed off that when things broke down in
20 the settlement they were like, "I should never
21 have gotten that done." Felt like they were
22 railroaded, or, maybe, it was buyer's remorse.
23 I don't know.

24 **Q.** Well, when these concerns were
25 raised to you by a dozen or so clients of yours

340

1 did you ever go back and look at the medical
2 records in the file?

3 **A.** Yeah. I saw what he did, sure.

4 **Q.** And, you never questioned anybody
5 on that?

6 **A.** Well, I questioned, "Did he have
7 these discussions with you?" If I had the
8 records -- if I didn't have the records,
9 because they were still treating, then, I would
10 tell them to speak to Dr. Ghoubrial, as
11 instructed.

12 **Q.** I appreciate that. But, when you
13 looked at the records, and you did question
14 somebody, you were questioning your client as
15 to what treatment was done, or what they said
16 corresponded to what was in the records?

17 **A.** I would say, "Did he not do this,
18 this and this?" And they would always say,
19 "Yes, he did it." It's not like they're
20 claiming they didn't receive the treatment that
21 they were billed for.

22 **Q.** Is it fair to say, typically, when
23 you were handling a case, you would make a
24 point to review the medical records in the
25 file?

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1 A. Yes, sir.

2 Q. And, you would make a point to
3 review the medical bills in the file?

4 A. Yeah.

5 Q. Did you ever question anybody about
6 the nature of the treatment, or the bills,
7 other than the clients themselves?

8 A. Other than internally, you know,
9 just discussing the difficulty with handling
10 the cases. No, not to whether they were
11 reasonable and necessary anything along those
12 lines, no.

13 Q. Certainly, if you had read those
14 things, or looked at those records, or looked
15 at those bills, and they raised a red flag, in
16 your mind, because of your obligations to your
17 clients, you would have dug deeper on that,
18 fair?

19 A. If I thought there was something
20 done that was improper in those records, or
21 inappropriately, yes, absolutely.

22 Q. And, you didn't see anything
23 improper or inappropriate in the records that
24 you've reviewed, correct?

25 A. That is correct.

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1 Q. Of all the clients of yours that
2 ever treated with Dr. Ghoumbrial, fair?

3 A. I think that's fair, sure.

4 Q. You certainly never did anything
5 unethical, as a lawyer, in your time at KNR,
6 fair?

7 A. I would like to think so, yes.

8 Q. Because, you mentioned something
9 earlier, you would have had a duty to
10 self-report, I think, on that?

11 A. Yeah. The redacting issue, I felt
12 was a reportable item, or, at least, I wanted
13 somebody to tell me it was okay.

14 Q. And, you also understand, as a
15 lawyer, you have an ethical obligation, if you
16 see another lawyer doing something that you
17 believe is unethical, you have certain
18 obligations there, too, right?

19 A. That's correct.

20 Q. And you never reported anybody, did
21 you?

22 A. I didn't see anything. I told them
23 I didn't want to see it. If I saw it, I would
24 report it.

25 Q. So, are you saying you were

343

1 willfully blind, or did you not actually see

2 something that would have reportable, based on
3 your ethical obligations?

4 A. I never personally saw it.

5 Q. Thank you. I have nothing else. I
6 appreciate your time.

7 MR. PATTAKOS: My turn?

8 MR. BARMEN: I believe so.

9 MR. PATTAKOS: Why don't we take a
10 five minute break. I won't be long.

11 (Whereupon, a break was taken.)

12 MR. PATTAKOS: First, let's mark
13 these two exhibits that Tom had Kelly look at
14 to make it part of this record.

15 - - - - -

16 (Thereupon, Deposition Exhibit 4,
17 E-Mail dated June 3, 2015 of All
18 Sign-ups, was marked for purposes of
19 identification.)

20 - - - - -

21 - - - - -

22 (Thereupon, Deposition Exhibit 5, a
23 Copy of an E-Mail sent June 10,
24 2014, Sign Ups, was marked for
25 purposes of identification.)

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1 - - - - -

2 EXAMINATION OF KELLY PHILLIPS

3 BY MR. PATTAKOS:

4 Q. Kelly, when we spoke, before this
5 case, or before this deposition, I never
6 promised you anything in return for an
7 Affidavit, or in return for you agreeing to
8 speak with me, did I?

9 A. No, sir.

10 Q. I never threatened you in any way,
11 or said that there would be consequences, if
12 you did not do what I requested, did I?

13 A. No, sir.

14 Q. Okay. You never read the
15 Affidavits that I sent you? You never read the
16 Gary Petty Affidavit, or the Amanda Lance
17 Affidavit?

18 A. No, sir.

19 Q. Okay. And you understood that I
20 was acting as an attorney for my clients, the
21 plaintiffs in this case, when I was
22 communicating with you, correct?

23 A. That's the way I took it, yes.

24 Q. And, I was clear with you about
25 that, wasn't I?

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1 A. Yes, sir.

2 Q. In fact, I wrote, if you remember
3 this, *obviously, I have duties to my clients*
4 *here, and am motivated by the importance of*
5 *your testimony to my clients.* Did I ever give
6 you any reason to doubt that?

7 A. No, sir.

8 Q. And when I wrote, *that said, I*
9 *certainly hope you do not allow yourself to be*
10 *intimidated by the prospect that KNR would*
11 *bring a suit against you. I'm confident that*
12 *they will not do so. I am also confident if*
13 *they did, any such suit would be frivolous, and*
14 *entitle you to attorney fees and damages for*
15 *abuse of process.*

16 Do you have any doubt that I
17 actually believed that, at the time, and still
18 believe it now?

19 A. I have no doubt that you believe
20 that.

21 Q. Okay.

22 A. I don't know that I do, or I did,
23 excuse me.

24 Q. So, when Mr. Barmen was asking you
25 about the redacting issue, the redacting the

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1 specific consent for that kind of arrangement,
2 correct?

3 A. I don't know. I discuss it with my
4 clients, as to the advantages of the Letter of
5 Protection versus health benefits.

6 Q. Do you recall an instance where
7 there was a client with Medicaid or Medicare
8 coverage that was treating with Dr. Ghoubrial,
9 and there was an LOP involved, do you recall
10 any specific instance of that?

11 A. Not a specific instance, no. Do I
12 believe that every patient that he treated on
13 an LOP didn't have benefits, no, I'm sure there
14 were some that had them.

15 Q. I'm not talking about benefits.
16 I'm talking Medicaid and Medicare.

17 A. Yeah. I'm effectively referring to
18 all the same things. But, yes, it's entirely
19 possible that some of them had Medicaid or
20 Medicare, but if the case was operating under a
21 Letter of Protection with regard to his
22 treatment.

23 Q. And, you never became involved in
24 any of that disclosure process, and I'm
25 talking, specifically, about the Medicare and

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1 Medicare and Medicaid information?

2 A. Yes, sir.

3 Q. He asked you if it involved Dr.
4 Ghoubrial's bills, you said, "Absolutely not."

5 A. Yeah.

6 Q. How did you know? How do you know
7 that? How can you be so absolutely sure?

8 A. Well, to my knowledge, on my cases,
9 he never took health benefits. The only time
10 redactions were done was when Medicaid or
11 Medicare were involved.

12 Q. So, if he never took health
13 benefits, that would mean that he never treated
14 Medicare or Medicaid patients, if he was
15 complying with the law, correct?

16 MR. MANNION 4: Objection.

17 A. I think that is an overstatement.
18 People can still have health benefits, and,
19 then, still work the case under a Letter of
20 Protection. So some of those people may have
21 had health benefits. But, the case was
22 operated under a Letter of Protection, as
23 opposed to utilizing their benefits for those
24 specific injections.

25 Q. And, the client has to give

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1 Medicaid patients, you just never became aware
2 of any issues there?

3 A. With Dr. Ghoubrial, no.

4 Q. With anyone else?

5 A. No. What I was instructed, the
6 redacting portion, the discussions with me,
7 were with regard to hospital bills, anything
8 that Medicaid paid on. And Medicare, or
9 Medicaid, and, I think, it was limited to
10 Medicaid. Everybody in the world is scared to
11 death of Medicare. I don't know any lawyer or
12 insurance company that's not. But with
13 Medicaid, it was generally limited to hospital
14 visits, primary care physician visits, things
15 of that nature.

16 Q. What was generally limited, the
17 redacting process at KNR?

18 A. Yes. Because there would be no
19 reason to redact it, if the case was under a
20 Letter of Protection.

21 Q. And, typically, it would only be
22 under a Letter of Protection if it were a
23 provider, as opposed to -- I'm sorry. If it
24 were like a -- how do you describe it? What is
25 the distinction?

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1 **A.** Whether or not a medical
2 professional chooses to operate under a Letter
3 of Protection is really a business decision for
4 that medical provider. Like when I referred to
5 the one doctor I deal with doesn't like Letters
6 of Protection and one chiropractor. And the
7 reason is they don't want to carry a lot of the
8 items on the book, until the case settles, you
9 know, but other doctors are willing to do that.
10 **Q.** I'm sorry. You said the redacting
11 Medicaid was generally limited to hospital
12 visits, and what was the other category?
13 **A.** Well, primary care doctors, things
14 of that nature, outside of anybody that didn't
15 operate under a Letter of Protection.
16 **Q.** So, hospitals, typically, do not
17 operate without these, correct?
18 **A.** Oh, no. Never.
19 **Q.** And what about primary care
20 physicians, what is different about them?
21 **A.** Generally, they don't either. I've
22 never been aware of one that does.
23 **Q.** Okay. Mr. Mannion was asking you
24 about the insurance adjusters, who were not
25 crediting Ghoubrial's treatment, the five for

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1 five out of five on your last five Nationwide
2 cases, with Exhibit 2?
3 **A.** Yeah.
4 **Q.** He was asking you to identify the
5 particular adjusters, and you couldn't remember
6 who they were?
7 **A.** No, sir.
8 **Q.** That would be in the file for these
9 cases, wouldn't it?
10 **A.** It should be.
11 **Q.** So KNR can go back, and look at the
12 cases you settled with Nationwide, at the time,
13 and get this information, correct?
14 **A.** I would assume so. I don't know.
15 **Q.** This would have been tracked in
16 NEEDLES (ph), wouldn't it?
17 **A.** Yes, NEEDLES was their system.
18 **Q.** Now, everything you did on a case
19 was tracked in NEEDLES, correct? Every
20 conversation you had with an adjuster was
21 supposed to be tracked in NEEDLES, correct?
22 **A.** Yes. It was supposed to be done
23 contemporaneously with the conversation, yes.
24 **Q.** And you would have identified the
25 specific adjuster in NEEDLES, correct?

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1 **A.** Well, they would have been the
2 adjuster of record on the file.
3 **Q.** And that would have been in
4 NEEDLES?
5 **A.** Should be.
6 **Q.** So, they could just go back and
7 look at every Nationwide case you handled,
8 within that month, say, and they would pretty
9 easily be able to find the universe of who the
10 potential adjusters were, correct?
11 **A.** I would think so.
12 **Q.** When Mr. Mannion was asking you
13 about, again, this Exhibit 2, and,
14 specifically, Mr. Nestico's response to you,
15 Tom, asked you whether it was good to fight
16 back against an insurance company telling you
17 they weren't going to credit a doctor's
18 treatment. And, at one point, you said, "Well,
19 I mean, you have to."
20 Did you mean, when you said that,
21 that the firm had to fight back, that KNR had
22 to fight back in these cases --
23 MR. MANNION: Stop raising your
24 voice.
25 **Q.** -- because they had no other choice

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1 for those particular clients, because the firm
2 had already sent the clients to Dr. Ghoubrial?
3 MR. MANNION: Objection. Move to
4 strike.
5 MR. BEST: He testified the firm
6 never sent a client to Dr. Ghoubrial. Why do
7 you make stuff up? He specifically said, "It
8 never happened."
9 MR. PATTAKOS: We'll get to that.
10 MR. BEST: So, you could just add a
11 false question?
12 **Q.** The client had already --
13 MR. BEST: It was never testified
14 to. He specifically said the opposite.
15 MR. PATTAKOS: We'll get to that.
16 MR. BEST: Yet, you asked the
17 question. You should be ashamed of yourself.
18 You truly should be ashamed of yourself.
19 MR. PATTAKOS: David, I know you --
20 MR. BEST: Then, you yell at him,
21 because he doesn't want to answer your false
22 and fraudulent question. How dare you. Behave
23 yourself.
24 MR. PATTAKOS: David, I know you
25 are deeply invested in Dr. Ghoubrial, in his

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1 practice. You should really --

2 MR. BEST: Deeply invested?

3 MR. PATTAKOS: You should think
4 about isolating yourself from this case, and,
5 maybe, consider whether it is appropriate for
6 you to continue representing him. Because, you
7 are obviously so involved, that you can't be
8 reasonable. So, please let me take my
9 deposition. Please think about what I just
10 said. Thank you.

11 MR. MANNION 4: Peter, I do
12 represent Dr. Ghoubril. And I would ask --

13 MR. PATTAKOS: It's quite a bit
14 more appropriate in my opinion, so, thank you.
15 I am glad you are here, Brad.

16 MR. MANNION 4: Well, I really I
17 don't give a rat's ass what you think. But, I
18 would ask that you rephrase that question for
19 the reason David stated, because, he's correct,
20 you did contain something in the question you
21 know to be untrue.

22 MR. PATTAKOS: I don't know it to
23 be untrue. But, I will --

24 MR. MANNION 4: Based on his
25 testimony, you know what he testified to. He

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1 testified it didn't happen.

2 MR. PATTAKOS: I'll rephrase the
3 question. I appreciate that you don't have to
4 get so emotional about it, Brad. Thank you.

5 MR. BARMEN: Yes. I am the one
6 getting emotional here.

7 MR. PATTAKOS: No, you're not. And
8 I appreciate that.

9 Q. Let's go back to that, when Tom
10 asked you, "Well, it's good to fight back
11 against an insurance company telling you that
12 they aren't going to credit a doctor's
13 treatment. You said, "Well, I mean, you have
14 to." Did you mean that the firm had to fight
15 back, in this case, because the clients had
16 already treated with Dr. Ghoubril?

17 A. Yeah. I mean, what else are you
18 going to do? If you weren't going to get the
19 case settled, you really don't have a choice.

20 Q. Do you remember what's redacted
21 from this Exhibit 2?

22 A. No, I do not. I can't for the life
23 of me remember what was said in that e-mail
24 about the blackout. I don't know.

25 Q. So, in Columbus, in the Columbus

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1 office, the contingency fee was 25% on all the
2 cases?

3 A. Yeah, pretty much. If it was, you
4 know, like, I handled a dog bite case that came
5 to me that was a referral that was on a third.
6 But, primarily speaking, the market in Columbus
7 drives 25%, because so many lawyers down there
8 operate -- which is what our frustration was
9 with meeting the same goal, as the Cleveland
10 attorney, because they got to charge a third.
11 It was easier for them to hit the markers.

12 Q. So, it's a tougher market down in
13 Columbus?

14 A. Yeah. It's more competitive.

15 Q. So, you testified when Mr. Mannion
16 was asking you questions that a client on their
17 own would have an easier time of getting a
18 reduction from the insurance company?

19 A. Yeah, that's my experience.

20 Q. Why is that?

21 A. Well, because they can do a number
22 of different things. They can try to get age
23 cap. They can give financial information, and
24 say, "I'm not equipped." They can set up a
25 payment plan, and pay \$10 a month, and, then,

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1 hopefully, at the end of the year, when the
2 hospital wants it off the books, they'll offer
3 them a lump sum reduction.

4 MR. MANNION: I'm going to object.
5 You said insurance company, Peter.

6 MR. BEST: He doesn't care that he
7 puts false statements in his questions.

8 MR. MANNION: So you caught it.
9 Q. From a provider?

10 A. I figured that's what you were
11 asking.

12 MR. BEST: Not a provider. It was
13 a hospital. You either don't know the
14 difference, or you're continuing to try to
15 mislead the witness. Interesting.

16 Q. So, your testimony was that a
17 client on their own would have an easier time
18 getting a reduction from the hospital. That
19 was your testimony.

20 A. Yeah, from a hospital, or the ER
21 doctor, or, sometimes, even radiology.
22 Because, with every ER visit, well, not every,
23 but, generally, you'll have three separate
24 bills -- the facility bill, the ER doctor bill,
25 and a radiology bill, if there were X-rays

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1 done, while they were there.

2 Q. Okay. So, for all those reasons
3 you just stated, wouldn't it be just as easy
4 for an attorney to help the client get those
5 reductions for the same reason?

6 MR. BEST: Objection. He already
7 testified to the opposite.

8 A. I did testify that, in my opinion,
9 a person on their own is going to do better.
10 Like, if I called a hospital, and tried to work
11 a reduction, I might be lucky to get 20% or
12 30%. But somebody as an individual with the
13 money in their hands can oftentimes work a
14 bigger reduction on their own.

15 Q. And, why is that?

16 A. Well, the hospital knows in that
17 situation the attorney's on it, there's money
18 in play, and they're just tougher.

19 Q. Okay. Do you recall that, and,
20 maybe, this wasn't the practice in the Columbus
21 office, but we've heard testimony that it's
22 been the practice in the other offices that,
23 when the clients come in to sign their
24 settlement statements, that they are given gift
25 cards to local restaurants?

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1 A. That was done in Columbus, yes.

2 Q. Did you have an understanding of
3 why that was done?

4 A. I think it was done if they did the
5 survey.

6 Q. Do you remember which restaurants
7 the clients were given gift cards to?

8 A. It was a variety. Red Lobster,
9 that was the fan favorite. Applebee's, I
10 think, Buca di Beppo. Those are the ones that
11 come to mind. Quaker Steak, too, I think,
12 maybe.

13 Q. Were any gift cards ever given to
14 fast-food restaurants?

15 A. Not in Columbus, that I'm aware of,
16 no.

17 Q. McDonald's or Burger King or
18 Kentucky Fried Chicken or Popeye's Chicken,
19 anything like that?

20 A. No. I don't know that anybody
21 would be too thrilled with receiving -- no.

22 Q. Okay. When you sent your e-mail to
23 Mr. Nestico, Exhibit 2, Paul knew about it --

24 MR. MANNION: Why are you yelling?

25 Q. -- and, it's true that other people

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1 knew about it in the office, as well, correct?

2 A. Oh, yes.

3 Q. How do you know?

4 A. Because it went around the office
5 like a wild fire.

6 Q. So, everyone in the office knew
7 that you sent this e-mail, correct?

8 A. At least on the pre-lit side. I'm
9 relatively certain it even made it over to the
10 litigation side.

11 Q. Do you know if it made it over to
12 any of the other offices?

13 A. Other than him copying-in other
14 individuals, that would be the extent of what
15 my knowledge was.

16 Q. Do you remember any specific
17 conversations about this with other people,
18 besides Paul?

19 A. Oh, I talked to Amanda about it,
20 specifically, because I was pretty heated, I
21 would say. And, she was like, "I can't believe
22 you did that." Everybody was rooting me on,
23 telling me that I was some sort of hero,
24 because I was saying what they wanted to say.
25 But, I was the one that caught -- I caught the

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1 ire. I wasn't feeling like a hero, at that
2 particular minute.

3 Q. So, Tom asked you about, there were
4 one or two cases -- you testified in response
5 to Tom's question, that when you went to
6 Keating's office, after you worked at KNR,
7 there were one or two cases with Dr. Ghoubrial?

8 A. I think so. I remember, at least,
9 a couple.

10 Q. And, those were cases that you
11 inherited, where Ghoubrial was already on the
12 case, correct?

13 A. There might have been one or two,
14 because I did -- he had me sign a couple of
15 cases there. I can't remember if Ghoubrial was
16 on those specific ones, or if they were just
17 ones I inherited. I honestly can't remember.

18 Q. Okay. When you said that, "We used
19 Key Health," this is when you were at the
20 Keating Firm, "We used Key Health to get the
21 client's a doctor to handle the injection."

22 A. Yeah, that was an option. Sure.

23 Q. Why is that, that you would use Key
24 Health to handle the injections?

25 A. Well, that was a situation where

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1 people didn't have health benefits. If
2 somebody had health benefits, then, we would,
3 go ahead, and have them go to someone else that
4 would accept their health benefits, or have the
5 doctor that saw them and recommend the
6 injections, do that. And, if not, we had to
7 utilize Key Health, and find out what doctors
8 they had in the area available.

9 Q. So, if a client needed injections,
10 the preference would be to send them to a
11 doctor who would accept their benefits?

12 A. At Keating's office?

13 Q. Yes.

14 A. Yes. If they had health benefits,
15 sure, that was definitely an option. We would
16 certainly tell them Key Health was available.
17 But, from a cost perspective, with their
18 benefits, it would be better utilized to go
19 that way, if they had a health provider that
20 would pay for them.

21 Q. Why is that?

22 A. It would be a lower cost, in that
23 particular situation. There are, I believe,
24 and I don't know the specifics, I think, there
25 might be a bit of higher cost with Key Health.

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1 I'm not sure to what degree.

2 Q. You testified that you were told
3 that Rob Nestico was the attorney on every case
4 at KNR, and that's why he had to sign the fee
5 agreement?

6 A. Yeah, I was told I wasn't supposed
7 to sign that.

8 Q. Who told you that?

9 A. Paul.

10 Q. When Mr. Barmen was asking you
11 about the clients who complained to you about
12 Dr. Ghoubrial, you referred to these clients as
13 "the firm's clients." And when Mr. Barmen
14 asked you to confirm that these were your
15 clients, you hesitated, why did you do that?

16 A. Well, because, the attorney of
17 record on the fee agreement was Rob Nestico, to
18 my knowledge. So, I mean, granted, I was
19 certainly responsible for handling the case.

20 Q. Earlier, in your testimony, when I
21 was asking you questions earlier today, you
22 scoffed at the notion that most of the KNR
23 clients did not have insurance. So, is it your
24 understanding that most of them did have health
25 insurance?

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1 MR. MANNION: Objection to the
2 characterization.

3 MR. POPSON: With foundation.

4 A. I don't know to what extent, but,
5 yeah, there were plenty that had Medicaid, and
6 whatnot, you could see that on their hospital
7 bill, if they went there.

8 Q. Sure. What is your estimate of how
9 many of the clients that you saw at KNR that
10 did not have any benefits, at all?

11 A. Oh, I'd be guessing.

12 MR. BEST: Objection.

13 A. My best guess would be probably
14 20%.

15 MR. BEST: Objection.

16 Q. Okay. You said it makes business
17 sense for a law firm to take note of where
18 referrals come from, and account for that in
19 writing off chiropractor expenses?

20 A. Say that again, I'm sorry.

21 Q. You testified that it makes
22 business sense for a law firm to take note of
23 where a referral comes from, and account for
24 that in negotiating write-offs of chiropractor
25 expenses.

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1 MR. BEST: Objection. That's not
2 what he said.

3 A. Yeah, I don't think I necessarily
4 said that. What I said is, it makes business
5 sense to track who's referring you cases.
6 Because, then, you can, obviously, sit there
7 and say, "Wow, I haven't seen -- I've seen a
8 serious downturn in cases from this particular
9 doctor, or that particular doctor." So it just
10 seems logical to me to track that.

11 Q. So, you didn't mean to say that it
12 made business sense to write-off chiropractor
13 expenses, or let me -- strike that.

14 You didn't mean to testify that it
15 makes business sense for a law firm to consider
16 the referral source in negotiating write-offs
17 for the chiropractor, correct?

18 MR. BEST: Objection. He didn't
19 say that.

20 A. Yeah, I didn't necessarily
21 characterize it that way. I think, what I was
22 saying is, if you're looking at reductions, and
23 you know that that chiropractor brought that
24 client to you, and if that was done by way of
25 marketing, that there could be additional

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

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

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

15 MR. BEST: Objection.

16 A. Yeah. Sure.

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

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

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

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1 explain the forms?

2 A. Yes.

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

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

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

11 MR. POPSON: Objection.

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

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

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

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

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

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

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

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

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

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

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

8 A. Not to my knowledge, no.

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

14 A. Yes, sir.

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

18 A. Yes. Sure.

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

23 MR. MANNION: Objection.

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

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1 Q. Mr. Mannion was asking you about
2 KNR being willing to go to court, and try
3 cases. How many cases did you work on that you
4 were aware ended going to trial?

5 MR. BEST: Objection. He said he
6 doesn't know.

7 A. Yeah. I honestly can't even think
8 of one that made it all the way to trial, while
9 I was there. I was there such a short time,
10 they could have gone to trial after I left. I
11 don't know.

12 Q. But, you're not aware of a single
13 one that went to trial?

14 A. No, sir, I am not.

15 MR. BEST: Objection. Asked and
16 answered.

17 Q. How many cases did you become aware
18 of out of the Columbus office that went to
19 trial, during your time with the firm?

20 A. I honestly wouldn't be able to say.
21 You knew when somebody was going to trial,
22 like, "Oh, Tony is going into trial today." It
23 didn't seem to be that often.

24 Q. Was it a dozen times, or was it
25 fifty times, would you say?

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1 A. To my knowledge, it would have been
2 more like a dozen in my short time there,
3 probably, less, to be quite honest. Now, they
4 were constantly going out to court
5 appointments.

6 Q. Fewer than a dozen cases would be
7 your estimate of how many cases went to trial,
8 while you were there out of that office?

9 A. If that, to my knowledge.

10 Q. Could it be fewer than half a
11 dozen?

12 MR. BEST: Objection.

13 A. It could be.

14 Q. How many lawyers were in that
15 office, when you were there?

16 A. I want to say seven.

17 Q. And, that included the litigation
18 and pre-litigation?

19 A. Yes.

20 Q. How many litigation attorneys were
21 there?

22 A. I think when I was there, and I
23 could be wrong, I think there were three. I
24 knew Walt Messenger and Tony, but I thought
25 there might have been a third one there, hell,

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1 there could have been a fourth. But, those are
2 the two that leap to mind. And, then, there
3 was Amanda Lance, myself and Paul. And, then,
4 they added Brian Cabo a couple months before I
5 left.

6 Q. Mr. Mannion asked you about doctor
7 hopping, and asking if that was a concern of
8 yours, if your clients were to leave the
9 doctor, a doctor that they were treating with,
10 and you said that your clients were commended
11 when they went to a new doctor. Did you mean
12 your KNR clients, when you said that?

13 A. Yes. Sometimes, if someone decided
14 to leave Town & Country, and go to somewhere
15 that the insurance adjuster deemed to be a more
16 appropriate chiropractor in their eyes, or
17 their company's eyes, yeah, I would say that
18 was, probably, a good move. Yes.

19 Q. How did the insurance companies
20 view Town & Country in your experience?

21 A. From my experience on the insurance
22 side?

23 Q. In your experience, at all.

24 A. They're not highly thought of.

25 Q. How do you know this?

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1 A. I know this from my experience on
2 the insurance side, and I know this from the
3 attorneys that I know. I still know a great
4 deal of people on the insurance side.

5 Q. When you said that you never, when
6 you testified, that you never submitted any
7 medical bills to an insurance company for
8 medical treatment that you knew were improper,
9 you also didn't necessarily know that the
10 treatment was improper, did you?

11 MR. MANNION 4: Objection.

12 MR. MANNION: Objection.

13 A. I understand what you're asking,
14 believe it or not, but, yeah, as long as on
15 their face, the treatment was there, there was
16 no reason to dispute that it occurred. Yes,
17 you would send it.

18 Q. You were trusting the doctors and
19 the chiropractors, weren't you?

20 A. I was trusting their records, sure.

21 Q. And it was clear to you from the
22 way the firm operated that it wasn't your place
23 to question the treatment that the clients were
24 treated, correct?

25 MR. MANNION: Objection.

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1 MR. MANNION 4: Objection.

2 MR. MANNION: This is their

3 attorney, Peter?

4 A. I mean, unless there was something
5 I needed to bring up.

6 Q. When you say that you weren't aware
7 of any quid pro quo agreements with Town &
8 Country, were you referring to formal
9 agreements?

10 A. I wasn't aware of anything. Like I
11 said, my instructions were clear, every case
12 was to go to Town & Country, unless otherwise
13 advised.

14 Q. You said to me, at one point, in
15 our conversations that the whole point of the
16 Columbus office was to keep Dr. Khan happy?

17 A. That's what it felt like to me,
18 yeah.

19 Q. Even though you never became aware
20 of a quid pro quo, as you testify, do you
21 believe that one might draw an inference that a
22 quid pro quo agreement existed between KNR and
23 Town & Country?

24 MR. MANNION: Objection.

25 MR. BEST: Objection.

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1 Inappropriate speculation.

2 A. The only thing I can unequivocally
3 testify to is that I was instructed to send all
4 cases to Town & Country.

5 Q. You're not aware of any facts that
6 would foreclose an inference --

7 MR. MANNION: Peter, stop yelling.

8 Seriously. Peter, stop yelling at the witness.

9 MR. PATTAKOS: Kelly, am I yelling
10 at you?

11 MR. MANNION: Yes, you are.

12 THE WITNESS: I'm not -- that's not
13 yelling.

14 MR. MANNION: Peter, stop it. Stop
15 lying, and stop doing this.

16 MR. PATTAKOS: Tom, stop
17 interrupting my examination.

18 MR. MANNION: You did it to me.

19 MR. PATTAKOS: I know you don't
20 like the testimony, Tom.

21 MR. MANNION: I don't care about
22 the testimony. You try to put words in his
23 mouth. He said he is not aware of any formal
24 or informal agreements. You try to make shit
25 up.

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1 MR. PATTAKOS: Tom, calm down,
2 please.

3 MR. MANNION: You calm down.
4 You've done nothing but lie. You've accused me
5 of abusing women. You've accused people of
6 being racist.

7 MR. PATTAKOS: What else? Do you
8 want to keep going?

9 MR. MANNION: Yeah, you've done a
10 lot of things. Your clients have lied,
11 outright lied. Richie Harbor knows what he
12 got, and you put in a pleading that it was
13 unspecified. Why did you do that? It's a lie.

14 MR. PATTAKOS: Do you have more?

15 MR. MANNION: Oh, your lies, I
16 could talk about it for hours.

17 MR. PATTAKOS: You're going to file
18 your lawsuit against me soon, right, Tom?

19 MR. MANNION: Right. File a
20 lawsuit against you during litigation?

21 MR. PATTAKOS: Yeah, you're going
22 to do that soon, right?

23 MR. MANNION: Am I? What are you
24 talking about? What lawsuit are you talking
25 about?

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1 MR. PATTAKOS: Okay. Tom, do you
2 have anything else? Do you have any more that
3 you want to interject here?

4 MR. MANNION: Do you want me to go
5 through all the lies?

6 MR. PATTAKOS: Can I resume?

7 MR. MANNION: Do you want me to go
8 through all the lies, or not?

9 MR. PATTAKOS: I think we're going
10 to continue.

11 MR. MANNION: We don't have time
12 for all the lies.

13 Q. Kelly, are you aware of any facts
14 that would foreclose an inference that there
15 was a quid pro quo relationship behind the
16 scenes between KNR and Town & Country that you
17 never became aware of?

18 MR. MANNION: Objection.

19 Non-sensical.

20 MR. BEST: Do you know if there is
21 any evidence that there was somebody that
22 didn't shoot Kennedy, unless he shot Kennedy,
23 when he wasn't in the woody knoll, or anywhere
24 else?

25 A. The only inference that I can draw

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1 is from my -- and, I have no intimate knowledge
2 of a quid pro quo relationship, like I said, my
3 instructions were to send all cases to Town &
4 Country.

5 **Q.** But, you're not aware of any facts
6 that would foreclose that inference, are you?

7 **MR. MANNION:** Objection.

8 **A.** No. It's just assumption on my
9 part.

10 **MR. MANNION:** Do you know any facts
11 that would --

12 **MR. PATTAKOS:** Do you know what an
13 inference is?

14 **MR. MANNION:** Do you know -- have
15 any facts --

16 **MR. PATTAKOS:** You seem really
17 uncomfortable --

18 **MR. MANNION:** Do you have an
19 inference that all five Plaintiffs are lying?

20 **MR. PATTAKOS:** It seems like you're
21 really uncomfortable with the very concept of
22 an inference, and I certainly understand why,
23 Tom.

24 **MR. MANNION:** No. You can't make
25 that inference, Peter.

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1 **MR. PATTAKOS:** Okay. You can stop
2 interrupting me, Tom, I never interrupted you.

3 **MR. BARMEN:** You can't allege fraud
4 on nothing more than supposition.

5 **MR. PATTAKOS:** Well, we'll see. It
6 seems like the judge has held that we can
7 allege fraud, based on what we've alleged.

8 **MR. MANNION 4:** They're giving you
9 just enough rope to hang yourself, Peter.

10 **MR. PATTAKOS:** Okay, Brad.

11 **Q.** When you say that you weren't aware
12 of KNR sending clients to Dr. Ghoubril, you
13 can't say for sure that KNR and Dr. Ghoubril
14 didn't have a behind-the-scenes agreement with
15 Dr. Khan to make sure that the clients were
16 sent to him for injections, correct?

17 **MR. MANNION:** Come on.

18 **MR. MANNION 4:** Objection.

19 **A.** I can't say that, no.

20 **Q.** And, you're not aware of any facts
21 that would allow you to say that, correct?

22 **MR. MANNION:** This is ridiculous.

23 **A.** No. No. I'm not aware of
24 anything, no. If they had an agreement behind
25 the scenes, I had zero knowledge of it.

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1 **MR. MANNION:** And, you have no
2 evidence that they did, do you, sir?

3 **Q.** What is your best estimate of how
4 many clients who treated with Dr. Ghoubril
5 received injections, what percentage, would you
6 say?

7 **A.** I wouldn't know. I honestly
8 wouldn't know. It seemed like, to me, it
9 seemed like it was, pretty much, every case,
10 but that could be overstating it, clearly,
11 could be overstating it.

12 **Q.** Okay.

13 **MR. PATTAKOS:** I have no further
14 questions.

15 **EXAMINATION OF KELLY PHILLIPS**

16 **BY MR. MANNION:**

17 **Q.** Sir, carriers, sometimes, won't pay
18 for a bill, when it is an automobile accident,
19 correct, the health insurance, they want to be
20 subrogated, and fill out forms, and don't
21 necessarily pay the doctor right away, true?

22 **A.** Are you asking, *is there a delay in*
23 *payments?*

24 **Q.** Sometimes, if it's a motor vehicle
25 accident, we're not necessarily going to get

380

1 involved. Did you ever see those issues?

2 **A.** Health benefits, no.

3 **Q.** You've never seen that, at all?

4 **A.** No, I have not seen it.

5 **Q.** Okay.

6 **A.** Again, health benefits,
7 contractually, they have to -- now, they could
8 be subrogated to what they pay.

9 **Q.** True. And, those subrogated
10 interests might be even more difficult to
11 negotiate down than a doctor with a Letter of
12 Protection, correct?

13 **A.** Oh, certainly.

14 **Q.** I thought so. And, likewise,
15 primary care physicians often don't want to get
16 involved in motor vehicle accident cases, true?

17 **A.** I'm sure that there are quite a few
18 doctors that don't want to handle,
19 specifically, auto accident cases, yes.

20 **Q.** Now, you were asked whether there
21 was a professional duty to obtain the police
22 report in an accident. Well, you have a
23 professional duty to obtain medical records,
24 and other items that you think will help you
25 get the case settled, and maximized to the best

381

1 of the client, true?

2 **A.** Yes. Anything that can benefit
3 your client's case, you would need to get, yes,
4 sure.

5 **Q.** Now, you said that you relied on
6 the doctors in determining, whether the
7 treatment was reasonable and necessary. It is
8 reasonable for you as a lawyer to rely on a
9 medical doctor to determine whether care is
10 reasonable and necessary, true?

11 **A.** I would certainly like to think so,
12 yeah.

13 **Q.** And, you were also asked questions
14 about trial. Now, do you know how many trials
15 Mr. Pattakos has had?

16 **A.** I have no knowledge, no.

17 **Q.** Do you know whether he has any
18 other class action experience, other than this
19 case?

20 **A.** I have no -- I do not know
21 anything, as to his experience, no.

22 **Q.** Now, are you being critical for the
23 number of trials that they tried in Columbus?

24 **A.** While I was there?

25 **Q.** Yes.

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1 **A.** No. That's just my best guess.

2 No, I'm not being critical. They were
3 constantly gone attending, you know,
4 mediations, and pre-trial conferences, and
5 things like that. But, I'm not aware of that
6 many trials going forward, while I was there.
7 I knew a few that come to mind. But they could
8 have had a whole bunch that I don't know about.

9 **Q.** A lot of clients don't want to go
10 to trial, fair?

11 **A.** Sure, most don't.

12 **Q.** Some do.

13 **A.** Some do.

14 **Q.** Different clients have different
15 tolerances for trial, true?

16 **A.** That's a fair statement.

17 **Q.** Some of them decide to take less
18 than perhaps the case is worth, because they
19 don't want to go to trial?

20 **A.** Sure.

21 **Q.** And some of them want to go to
22 trial, even though you recommend that you
23 don't?

24 **A.** Sure.

25 **Q.** You would have to look at each

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1 individual case to figure that out.

2 **A.** That's a fair statement.

3 **Q.** Now, Town & Country, how did the
4 insurance company that you are referring to
5 determine that somehow Town & Country did not
6 provide as good of treatment as other
7 chiropractors? Was that the reason they didn't
8 like them?

9 **A.** There's a multitude. They thought
10 their bills were high. They would question the
11 treatment, whether multiple modalities would
12 work in the same time, whether they are
13 following medical protocol, or just rushing
14 them through the process. They do that with
15 every chiropractor, though, it's not limited to
16 Town & Country.

17 **Q.** So, you don't think that the
18 insurance company should be able to dictate who
19 your clients meet with, do you?

20 **A.** Certainly not. They could just
21 dictate what they want to pay for.

22 **Q.** But, they shouldn't be able to
23 dictate who your clients treat with, should
24 they?

25 **A.** No.

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1 **Q.** Now, you said the Columbus office
2 was to keep Dr. Khan happy. Nobody told you
3 that, did they?

4 **A.** No. That's the way I received it.

5 **Q.** But, you don't know that, do you?

6 **A.** I know what happens when Naz isn't
7 upset, or when she is upset, certainly.

8 **Q.** Do you see this, I'm showing you, I
9 don't know if you could see it from there, it's
10 a gift certificate that one of the KNR lawyers
11 found at a pawn shop. Do you see that?

12 **A.** Yes.

13 **Q.** So, apparently, some client must
14 have sold this \$25 gift certificate, or
15 whatever to a pawn shop. And she sent it
16 around to the office saying *you got to love our*
17 *clients*. I don't know if you were around when
18 that e-mail --

19 **A.** I -- no. I don't recall ever
20 seeing that.

21 **Q.** Now, just by looking at that gift
22 card, what race, ethnicity, was that client, do
23 you know?

24 **A.** How would I know? Macaroni
25 Grill -- I have zero idea.

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1 Q. You wouldn't assume based on that
2 that the client was African-American, would
3 you?

4 A. I wouldn't assume based on
5 anything, really, well, no.

6 Q. And, you wouldn't assume just
7 because the client was in Youngstown, the
8 client was African-American, would you?

9 A. No.

10 Q. In fact, there are more Caucasians
11 in Youngstown than African-Americans, aren't
12 there?

13 A. I grew up in the Youngstown area,
14 so I would say that's true.

15 Q. And, is there anything about saying
16 *you got to love our clients*, and seeing this at
17 a pawn shop, that would make you think it was
18 an African-American who did that?

19 A. That statement doesn't seem
20 racially motivated to me.

21 Q. I didn't think so. Thanks.

22 MR. BEST: I have one question.

23 EXAMINATION OF KELLY PHILLIPS

24 BY MR. BEST:

25 Q. Are you a competitor with KNR?

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1 A. We're in the same field, so I would
2 say yes.

3 Q. Thanks.

4 A. Sure.

5 MR. BARMEN: A real quick
6 follow-up, unfortunately, it is necessary,
7 because I want this clear on the record.

8 EXAMINATION OF KELLY PHILLIPS

9 BY MR. BARMEN:

10 Q. You have zero knowledge of any
11 formal or informal referral agreement between
12 KNR and Dr. Ghoubril, correct?

13 A. That's correct.

14 Q. You've never seen any such evidence
15 to even suggest it, correct?

16 A. Correct.

17 Q. You are a plaintiff's lawyer?

18 A. Yes, sir.

19 Q. In a civil action, who has the
20 burden of proof?

21 A. Plaintiff.

22 Q. Thank you.

23 EXAMINATION OF KELLY PHILLIPS

24 BY MR. PATTAKOS:

25 Q. So you said that you know what

387

1 happens when Naz Khan does get upset.

2 A. Yes.

3 Q. What happens?

4 A. She calls Rob, and complains, and,
5 then, we have to hear about it.

6 Q. What do you hear?

7 A. *Don't piss off Naz.*

8 Q. Why?

9 A. Because she is easily aggravated.

10 And, she is obviously vital to the operation.

11 Q. One last question, assuming no one
12 else has any, throughout the entire deposition
13 today, have I ever raised my voice in a way
14 that you believe is inappropriate in any way?

15 MR. BEST: Yes, multiple times.

16 A. I didn't take it that way, no.

17 But, I guess, others did. I have a different
18 tolerance level, I guess. I found it all
19 pretty entertaining, to be quite honest.

20 MR. PATTAKOS: Anyone else?

21 MR. MANNION: I'm done. You want
22 to read or waive?

23 THE WITNESS: I better read.

24 (Deposition concluded at 5:5 p.m.)

25

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1 Whereupon, counsel was requested to give
2 instructions regarding the witness' review of
3 the transcript pursuant to the Civil Rules.

4

5 SIGNATURE:

6 Transcript review was requested pursuant to the
7 applicable Rules of Civil Procedure.

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1 REPORTER'S CERTIFICATE

2 The State of Ohio,)

3 SS:

4 County of Cuyahoga.)

5

6 I, Kurt M. Spencer, a Notary Public

7 within and for the State of Ohio, duly

8 commissioned and qualified, do hereby certify

9 that the within named witness, KELLY PHILLIPS,

10 was by me first duly sworn to testify the

11 truth, the whole truth and nothing but the

12 truth in the cause aforesaid; that the

13 testimony then given by the above-referenced

14 witness was by me reduced to stenotypy in the

15 presence of said witness; afterwards

16 transcribed, and that the foregoing is a true

17 and correct transcription of the testimony so

18 given by the above-referenced witness.

19 I do further certify that this

20 deposition was taken at the time and place in

21 the foregoing caption specified and was

22 completed without adjournment.

23

24

25

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1 I do further certify that I am not

2 a relative, counsel or attorney for either

3 party, or otherwise interested in the events of

4 this action.

5 IN WITNESS WHEREOF, I have hereunto

6 set my hand and affixed my seal of office at

7 Cleveland, Ohio, on this _____ day of

8 _____, 2019.

9

10

11

12

13

14 _____
Kurt M. Spencer, Notary Public

15 within and for the State of Ohio

16

17 My commission expires December 02, 2020.

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IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

Plaintiffs,

-vs- CASE NO. CV-2016-09-3928

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

Defendants.

- - - -

Videotaped deposition of MICHAEL SIMPSON,
taken as if upon examination before Chana
Margareten, a Notary Public within and for the
State of Ohio, at Griffin Law LLC, 4051 Whipple
Avenue Northwest, Canton, Ohio 44718, at 10:08
a.m., on Wednesday, March 6, 2019, pursuant to
notice and/or stipulations of counsel, on behalf
of the Plaintiffs.

- - - -

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On behalf of the Witness,
Michael Simpson.

ALSO PRESENT:

John J. Reagan, Esq.
Peter Graves - videographer

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I N D E X

EXAMINATION
MICHAEL SIMPSON
BY MR. COHEN 5

EXHIBIT INDEX

| | |
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| Plaintiff's Exhibit 4 | 40 |

EXHIBIT 3

5

1 THE VIDEOGRAPHER: We are ready to
2 begin the deposition. Will the court
3 reporter please swear in the witness.
4 MICHAEL SIMPSON, of lawful age, called by the
5 Plaintiffs for the purpose of Examination as
6 provided by the Ohio Rules of Civil Procedure,
7 being by me first duly sworn, as hereinafter
8 certified, depose and says as follows:

9 - - - -

10 EXAMINATION OF MICHAEL SIMPSON

11 BY MR. COHEN:

12 Q. Mr. Simpson, good morning. My name is Josh
13 Cohen. I'm one of the attorneys for the
14 plaintiffs, and I am going to be asking you some
15 questions today.
16 Could you state your full name for the
17 record, please.
18 A. Sure. Michael Simpson.
19 Q. And where -- what is your home address?
20 A. 999 Brigantine Avenue, that's in Uniontown 44685.
21 Q. Do you understand that you're testifying here
22 under oath?
23 A. Yes.
24 Q. And do you understand that the testimony you give
25 today could be used as evidence in this lawsuit

6

1 under certain circumstances?
2 A. Yes.
3 Q. Okay. You understand that you have to respond
4 verbally to the questions I ask you?
5 A. Yes.
6 Q. A nod of the head or uh-huh or huh-uh won't
7 suffice --
8 A. Okay.
9 Q. -- do you understand that?
10 A. Yep.
11 Q. You understand that you don't have to answer a
12 question that I ask if you don't fully hear it or
13 understand it?
14 A. Okay.
15 Q. If that situation arises, what you need to do is
16 alert me to the problem, and then it becomes my
17 responsibility to correct the problem; is that
18 sufficient?
19 A. Okay.
20 Q. Okay. You understand that you could take a break
21 at any time so long as no question is pending,
22 okay?
23 A. Okay. Yep.
24 Q. Are you aware of anything that might impair your
25 ability to answer questions here today?

7

1 A. No.
2 Q. Okay. Did you do anything to prepare to testify
3 at this deposition?
4 A. No.
5 Q. Okay. You didn't review any documents?
6 A. No.
7 Q. You've seen no deposition transcripts in this
8 case?
9 A. No.
10 Q. And you haven't discussed this deposition with
11 anyone?
12 A. Not other than my attorney.
13 Q. Okay. Just your attorney. And I don't want to
14 know the substance of your conversations with
15 your attorney or what you said.
16 A. Okay.
17 Q. Did you have any conversations with him
18 specifically for the purpose of preparing for the
19 deposition?
20 A. No.
21 MR. GRIFFIN: I'm sorry, repeat
22 your question about his discussions with
23 me?
24 MR. COHEN: Right. Discussions
25 with you, just to know whether he talked to

8

1 you about preparing -- preparing for the
2 deposition.
3 MR. GRIFFIN: You're not going to
4 answer that. Whatever he talked to me
5 about is confidential. I'm sorry, he's
6 not --
7 MR. COHEN: He could talk about --
8 MR. GRIFFIN: -- here to talk about
9 that.
10 MR. COHEN: He could answer the
11 questions about what he prepared for
12 testimony --
13 MR. GRIFFIN: Don't answer that.
14 MR. COHEN: -- under Rule 612.
15 MR. GRIFFIN: I think he told you
16 that he met with me to prepare for the
17 deposition.
18 Q. You didn't discuss the deposition with anyone
19 else?
20 A. No.
21 Q. Okay. You're the owner of a company known as MRS
22 Investigations; is that correct?
23 A. Yes.
24 Q. And MRS does work for the law firm of Kisling,
25 Nestico & Redick; is that correct?

9

1 A. Yes.

2 Q. You're the person at MRS Investigations who does

3 the work for Kisling, Nestico & Redick; is that

4 right?

5 A. Yes.

6 Q. Has MRS Investigations ever had someone, other

7 than you, do work for Kisling, Nestico & Redick?

8 A. Yes.

9 Q. And who was that?

10 A. Well, I mean, throughout the years I've had

11 people help, as far as meeting with clients.

12 Q. Okay. So you -- MRS Investigations has employed

13 other individuals to meet with clients; is that

14 accurate?

15 A. Not employed, no.

16 Q. Just had people informally help out?

17 A. Yeah.

18 Q. Explain to me how it worked.

19 A. Well, they were independent contractors, so to

20 speak.

21 Q. And your company paid them to do -- meet with

22 clients?

23 A. Yes.

24 Q. Okay. Was that for purposes of doing sign-ups

25 for KNR?

10

1 A. Yeah. That was one of the reasons.

2 Q. Any other reasons?

3 A. No.

4 Q. And in those situations, were you employed

5 independent con -- or engaged independent

6 contractors to do these things, did payment for

7 those jobs come to you and then you paid the

8 independent contractors or did it work some other

9 way?

10 A. No, that's correct.

11 Q. They came to you?

12 A. They came to me.

13 Q. And then you paid them out?

14 A. Yep.

15 Q. When did you personally begin -- well, let me

16 just ask you: How regularly did you employ

17 independent contractors to do these -- to do

18 sign-ups for KNR?

19 A. It was mostly a -- a weekend thing.

20 Q. Weekend thing?

21 A. Yeah.

22 Q. And is it still going on?

23 A. Yes.

24 Q. You do it most weekends?

25 A. Most weekends, yeah.

11

1 Q. Are there any particular independent contractors

2 that you use for this purpose?

3 A. Yes.

4 Q. Could you tell me who they are?

5 A. Currently?

6 Q. Yeah. Currently.

7 A. His name is Eddy Schumacher.

8 Q. And you've used other people in the past?

9 A. Yes.

10 Q. How many different people have you used?

11 A. I don't know for sure.

12 Q. Is KNR -- have you informed KNR that you've used

13 these independent contractors to do the sign-ups?

14 A. Yes.

15 Q. Whom at KNR did you inform?

16 A. The intake manager.

17 Q. Who is that?

18 A. Holly Tusko.

19 Q. Okay. And do you have to get her approval

20 beforehand to do that?

21 A. No.

22 Q. Okay.

23 A. It was just letting her know.

24 Q. Okay. And there was no objection?

25 A. No.

12

1 Q. Okay. And I may have asked you, and if I did,

2 I'm sorry for repeating myself: When did you

3 start doing that? When did you first do that?

4 A. I couldn't tell you the exact year.

5 Q. Has it been more than two years that you've been

6 doing it?

7 A. Yes.

8 Q. You started doing work for -- you started doing

9 work for KNR when?

10 A. 2010.

11 Q. And did you start -- when -- how long after that,

12 did you start using these independent

13 contractors; could you say?

14 A. A few years.

15 Q. A few years.

16 - - - -

17 (Thereupon, Plaintiff's Exhibit 1 was marked

18 for purposes of identification.)

19 - - - -

20 Q. Okay. Let me hand you what I have marked as

21 Simpson Exhibit 1.

22 MR. COHEN: And I will just ask

23 you to pass those around.

24 MR. GRIFFIN: Okay. I'm glad to.

25 MR. COHEN: Could I have one back?

| | |
|---|---|
| <p style="text-align: right;">13</p> <p>1 I'm sorry.</p> <p>2 MR. GRIFFIN: Sure.</p> <p>3 MR. COHEN: Thanks.</p> <p>4 Q. And my question to you is whether you could</p> <p>5 identify this document or this exhibit as</p> <p>6 including the Articles of Organization that you</p> <p>7 filed with the Secretary of State for purposes of</p> <p>8 forming MRS Investigations?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And your signature appears on the last</p> <p>11 page of the document, correct?</p> <p>12 A. Correct.</p> <p>13 Q. Your signature is dated June 16, 2010, correct?</p> <p>14 A. Yes.</p> <p>15 Q. And it was in June 2010 that you formed MRS</p> <p>16 Investigations, correct?</p> <p>17 A. Yes.</p> <p>18 Q. And is that when you started doing work for KNR,</p> <p>19 around that time?</p> <p>20 A. Yes.</p> <p>21 Q. Did you form MRS for the purpose of doing work</p> <p>22 for KNR?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Did anyone -- did you -- this is just a</p> <p>25 yes or no question. Did you get the advice of</p> | <p style="text-align: right;">15</p> <p>1 A. Not exactly, no.</p> <p>2 Q. Was it -- it was before you formed MRS</p> <p>3 Investigations?</p> <p>4 A. Oh, yeah.</p> <p>5 Q. And you met him through Aaron; is that correct?</p> <p>6 A. Yes.</p> <p>7 Q. And prior to that time, had you and he socialized</p> <p>8 together?</p> <p>9 A. Yes.</p> <p>10 Q. And played golf?</p> <p>11 A. Right.</p> <p>12 Q. Did you consider him to be a personal friend at</p> <p>13 the time that you formed MRS Investigations?</p> <p>14 A. I mean, I played golf with him. But I don't --</p> <p>15 yeah. I would say, yes.</p> <p>16 Q. Someone you would play golf with?</p> <p>17 A. Yeah.</p> <p>18 Q. Okay. All right. And when you formed MRS</p> <p>19 Investigations, had you had -- do you have some</p> <p>20 sort of commitment that KNR would use your</p> <p>21 company to do investigations?</p> <p>22 A. No.</p> <p>23 Q. So you were just, at that time, hoping that you</p> <p>24 would be able to do work for the company?</p> <p>25 A. Yeah.</p> |
| <p style="text-align: right;">14</p> <p>1 anyone regarding the formation of MRS</p> <p>2 Investigations? Did anyone advise you about</p> <p>3 doing it?</p> <p>4 A. No.</p> <p>5 Q. Okay. And how did you come up with the idea to</p> <p>6 form this company?</p> <p>7 A. It was through -- it was through Aaron Czetli.</p> <p>8 Q. And Mr. Czetli had his own company, AMC</p> <p>9 Investigations, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And he was doing work for KNR at the time,</p> <p>12 correct?</p> <p>13 A. Yes.</p> <p>14 Q. Is Mr. Czetli a cousin of yours?</p> <p>15 A. Yes, second cousin.</p> <p>16 Q. Second cousin. And he alerted you to the</p> <p>17 possibility of doing investigation work for KNR;</p> <p>18 is that right?</p> <p>19 A. Yes.</p> <p>20 Q. Did you have a discussion with Rob Nestico about</p> <p>21 doing investigation work for KNR prior to the</p> <p>22 time you formed MRS Investigations?</p> <p>23 A. Yes.</p> <p>24 Q. When did you first meet Rob Nestico? Do you</p> <p>25 recall?</p> | <p style="text-align: right;">16</p> <p>1 Q. Did you have any other -- well, let me ask it</p> <p>2 this way: Could you generally describe for me</p> <p>3 what the business of MRS Investigations is?</p> <p>4 A. Could you say that again?</p> <p>5 Q. Could you generally describe what the business of</p> <p>6 the company is? In what line of business is the</p> <p>7 company engaged?</p> <p>8 A. Well, it's designed to -- I get contacted by KNR</p> <p>9 about clients that are interested in becoming</p> <p>10 clients, so to speak. Before they've just talked</p> <p>11 to them on the phone, so I'll meet with them and</p> <p>12 -- and get different tasks done that they need</p> <p>13 done in order for them to become clients.</p> <p>14 Q. That's the purpose of MRS Investigations?</p> <p>15 A. That's one of them.</p> <p>16 Q. What are the others?</p> <p>17 A. Well, once they're clients, there is numerous</p> <p>18 other things that -- that I do as well, while</p> <p>19 they're clients.</p> <p>20 Q. Give me an example, if you would, please.</p> <p>21 A. Sure. As far as getting paperwork signed,</p> <p>22 whether it's fee agreements or patient</p> <p>23 authorization forms, fire letters, if they have</p> <p>24 attorneys, taking pictures of cars, property</p> <p>25 damage, injuries, if there is physical injuries.</p> |

| | |
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| <p style="text-align: right;">17</p> <p>1 And then during the case -- during the course</p> <p>2 of when they're clients, I mean, I could pick up</p> <p>3 medical bills for them if they are having issues</p> <p>4 getting medical bills. File lawsuits if it gets</p> <p>5 to litigation.</p> <p>6 You know, if clients move or get a new phone</p> <p>7 number, KNR can't get ahold of them, I'll go back</p> <p>8 to the house, looking for them, trying to get the</p> <p>9 information. I mean, that's some of it. It's</p> <p>10 not all of it, but that's --</p> <p>11 Q. Those are the ones that come to mind?</p> <p>12 A. What is that?</p> <p>13 Q. Those are the ones that come to mind?</p> <p>14 MR. GRIFFIN: One second. Do you</p> <p>15 have your phone on? I'm hearing Siri or</p> <p>16 something.</p> <p>17 THE WITNESS: I don't think it's</p> <p>18 on, but I have it. It's on silent.</p> <p>19 MR. GRIFFIN: Okay. I thought I</p> <p>20 heard Siri so -- it's not you.</p> <p>21 MR. COHEN: She's giving me the</p> <p>22 questions to ask, so --</p> <p>23 A. You know, I know I've also delivered settlement</p> <p>24 checks when the case is over. There is a lot of</p> <p>25 different things.</p> | <p style="text-align: right;">19</p> <p>1 engage in the business of private investigation?</p> <p>2 A. No.</p> <p>3 Q. Have you -- has MRS Investigations ever done work</p> <p>4 for any client, other than KNR?</p> <p>5 A. Yes.</p> <p>6 Q. What other clients? Well, I don't necessarily</p> <p>7 need to know their names. Could you generally</p> <p>8 describe the other clients for whom --</p> <p>9 A. There's different -- there's different areas, as</p> <p>10 far as like when other attorneys are doing like</p> <p>11 different forms of malpractice, whether it's a</p> <p>12 drug or hip replacements or -- those are a couple</p> <p>13 that come to mind.</p> <p>14 But throughout the years, they do -- it's</p> <p>15 through other attorneys, but I still do the work</p> <p>16 for them, but it's different class actions, I</p> <p>17 guess, that they do.</p> <p>18 Q. These are -- this is in connection with class</p> <p>19 actions --</p> <p>20 A. Yeah.</p> <p>21 Q. -- is that correct?</p> <p>22 A. Yeah.</p> <p>23 Q. And these are class actions in which KNR is</p> <p>24 participating as counsel; is that right?</p> <p>25 A. As far as I know.</p> |
| <p style="text-align: right;">18</p> <p>1 Q. Is it accurate to say that doing sign-ups is the</p> <p>2 primary business of MRS Investigations?</p> <p>3 MR. POPSON: Objection. Form.</p> <p>4 Q. You could answer.</p> <p>5 A. I mean, I consider sign-ups that whole stuff I</p> <p>6 just told you. It's not just getting paperwork</p> <p>7 signed, if that's what you mean.</p> <p>8 Q. So -- so some of the steps that you -- some of</p> <p>9 the tasks that you describe are -- are part of</p> <p>10 what you call sign-ups, correct?</p> <p>11 A. Yeah.</p> <p>12 Q. Okay. Did you have any particular training</p> <p>13 before you started doing work for KNR?</p> <p>14 A. No.</p> <p>15 Q. Do you believe that the work that you do for KNR</p> <p>16 requires any particular type of expertise?</p> <p>17 A. No.</p> <p>18 MR. POPSON: Objection.</p> <p>19 Q. Do you understand that under certain</p> <p>20 circumstances that Ohio, the State of Ohio,</p> <p>21 requires persons who are engaged in the business</p> <p>22 of private investigations to have a license?</p> <p>23 MR. GRIFFIN: Objection.</p> <p>24 A. No.</p> <p>25 Q. Have you ever considered getting a license to</p> | <p style="text-align: right;">20</p> <p>1 Q. Okay. So KNR is involved in those cases, to your</p> <p>2 knowledge?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Do you -- does MRS Investigations have any</p> <p>5 other clients besides those and KNR?</p> <p>6 A. No.</p> <p>7 Q. Do -- does MRS Investigations advertise?</p> <p>8 A. No.</p> <p>9 Q. Does MRS Investigations have its own website?</p> <p>10 A. No.</p> <p>11 Q. How about its own telephone number?</p> <p>12 A. No.</p> <p>13 Q. Own fax number?</p> <p>14 A. No.</p> <p>15 Q. Okay.</p> <p>16 - - - -</p> <p>17 (Thereupon, Plaintiff's Exhibit 2 was marked</p> <p>18 for purposes of identification.)</p> <p>19 - - - -</p> <p>20 Q. Let me hand you what's been marked as Simpson</p> <p>21 Exhibit 2, and ask whether you could identify</p> <p>22 this as a copy of an e-mail that you received</p> <p>23 from Holly Tusko?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And the date of this e-mail is June 10,</p> |

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|--|---|
| <p style="text-align: right;">21</p> <p>1 2014, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And the title of the e-mail is "sign-ups",</p> <p>4 correct? Right at the top; do you see that?</p> <p>5 A. Yeah. Yep.</p> <p>6 Q. Okay. And Holly Tusko, I think you already</p> <p>7 identified her as the intake manager --</p> <p>8 A. Yes.</p> <p>9 Q. -- at KNR? There are others besides you who are</p> <p>10 identified as recipients of this e-mail, correct?</p> <p>11 A. Yes.</p> <p>12 Q. And you could identify those individuals as</p> <p>13 others who do investigate -- investigative work</p> <p>14 for KNR, correct?</p> <p>15 A. I've heard of some of them, yes.</p> <p>16 Q. Let me ask about one of these individuals, Chuck</p> <p>17 DeRemer?</p> <p>18 A. Yes.</p> <p>19 Q. Do you know Mr. DeRemer?</p> <p>20 A. Yes.</p> <p>21 Q. He does investigatory work for KNR?</p> <p>22 A. No. He does it for me on oc -- or did do it for</p> <p>23 me on occasion.</p> <p>24 Q. So he would - - did he do it as a sub -- as an</p> <p>25 independent contractor for you or --</p> | <p style="text-align: right;">23</p> <p>1 investigator's effort to assemble the paperwork</p> <p>2 and information preliminary to KNR's investi --</p> <p>3 representation of a client?</p> <p>4 MR. POPSON: Objection.</p> <p>5 MR. MANNION: I'm sorry, could you</p> <p>6 repeat that. I missed --</p> <p>7 Q. I said -- okay. Is it accurate to describe a</p> <p>8 sign-up as an investigator's effort to assemble</p> <p>9 the documentation and information preliminary to</p> <p>10 KNR's representation of a client?</p> <p>11 MR. POPSON: Objection. Form.</p> <p>12 Preliminary.</p> <p>13 MR. MANNION: You're allowed to</p> <p>14 answer. I'm sorry.</p> <p>15 A. You mean, as far as getting this information on</p> <p>16 this list here?</p> <p>17 Q. Yeah, I mean, that's what a sign-up is, you're</p> <p>18 assembling information and obtaining</p> <p>19 documentation, so that KNR could proceed with its</p> <p>20 representation?</p> <p>21 MR. POPSON: Objection.</p> <p>22 A. Initially, yes.</p> <p>23 Q. And the e-mail lists various steps that the</p> <p>24 investigator needs to take in conducting a</p> <p>25 sign-up, right?</p> |
| <p style="text-align: right;">22</p> <p>1 A. Yes.</p> <p>2 Q. But not as an employee of MRS Investigations?</p> <p>3 A. No.</p> <p>4 Q. Okay. And in -- in the instances where he did</p> <p>5 work for MRS Investigations, the payment would</p> <p>6 come to your company and then you would pay him;</p> <p>7 is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. The first paragraph of the e-mail begins</p> <p>10 as follows: It says good morning, KNR</p> <p>11 investigators. In an effort to get everyone on</p> <p>12 the same page, please -- and to ensure we are</p> <p>13 servicing our clients, to the best of our</p> <p>14 ability, please see the below criteria for doing</p> <p>15 sign-ups.</p> <p>16 Did I read that correctly?</p> <p>17 A. Yes.</p> <p>18 Q. So, you would agree that this e-mail sets forth</p> <p>19 what investigators were supposed to do in doing a</p> <p>20 sign-up for KNR, correct?</p> <p>21 A. Yes.</p> <p>22 MR. POPSON: Objection. Go ahead.</p> <p>23 Q. Did you --</p> <p>24 A. Yes.</p> <p>25 Q. And is it accurate to describe a sign-up as an</p> | <p style="text-align: right;">24</p> <p>1 A. Yes.</p> <p>2 Q. The first numbered paragraph makes reference to</p> <p>3 an e-mail. It says the subject line of your</p> <p>4 e-mail should always contain the client's name.</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. Do you -- does -- do you send an e-mail to KNR in</p> <p>8 connection with the sign-ups that you do?</p> <p>9 A. Now, yes.</p> <p>10 Q. At some point, you didn't?</p> <p>11 A. Correct.</p> <p>12 Q. Was that before the date of this e-mail?</p> <p>13 A. I don't know. It was before we started doing it</p> <p>14 like electronically.</p> <p>15 Q. Okay. Since you've been doing it electronically,</p> <p>16 you send an e-mail to KNR in connection with the</p> <p>17 sign-ups, correct?</p> <p>18 A. Correct.</p> <p>19 Q. What is the -- what does the e-mail include?</p> <p>20 A. It includes paperwork, fee agreements, patient</p> <p>21 authorization forms. If there's fire letters</p> <p>22 that need signed, it will include a fire letter.</p> <p>23 It includes pictures of the individual</p> <p>24 themselves. Any visible injuries. It includes</p> <p>25 pictures of the property damage. It includes</p> |

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1 insurance information; car insurance, health
 2 insurance. I think that is all.
 3 - - - -
 4 (Thereupon, Plaintiff's Exhibit 3 was marked
 5 for purposes of identification.)
 6 - - - -
 7 Q. Let me just do, in connection with that answer,
 8 hand you what has been marked as Simpson
 9 Exhibit 3. And ask if you could identify this as
 10 another e-mail that you received from Holly
 11 Tusko?
 12 A. Yes.
 13 Q. And this -- the date of this is June 3, 2015,
 14 right?
 15 A. Yes.
 16 Q. That's about a year -- well, actually, about
 17 one week short of a year after the date of the
 18 previous e-mail, right?
 19 A. Yes.
 20 Q. And the title of this is "all sign-ups", correct?
 21 A. Yes.
 22 Q. Okay. And in this e-mail -- well, let me just
 23 back up a second. Again, what's -- you're not
 24 the only recipient listed on this e-mail,
 25 correct?

26

1 A. Yes.
 2 Q. And you could identify at least some of the other
 3 recipients as others who do investigatory work
 4 for KNR, correct?
 5 A. Yes.
 6 Q. Okay. And what this e-mail does is list the
 7 various things that you were supposed to obtain
 8 as part of a sign-up; is that right?
 9 A. Yes.
 10 Q. Okay. And then it gives the addresses where
 11 you're to e-mail these things, correct?
 12 A. Yes.
 13 Q. What happens to the original copies of these
 14 documents?
 15 MR. POPSON: Objection. Go ahead.
 16 Q. Excuse me, just for clarity, I don't want -- I
 17 presume that you scan them and then e-mail them
 18 to the addresses listed; is that right?
 19 A. Yes.
 20 Q. What do you do with the documents after they are
 21 scanned?
 22 A. They are in iPad for a little while and then
 23 they're deleted.
 24 Q. Oh, so the documents are signed electrically; is
 25 that correct?

27

1 A. Yes.
 2 Q. By the client. Okay. So there is no hard copy
 3 of it, right?
 4 A. Correct.
 5 Q. They're in the iPad, that meaning the iPad that
 6 you use in doing the sign-ups?
 7 A. Yes.
 8 Q. And when are they deleted?
 9 A. I mean, it's up -- there is no specific time, but
 10 within, you know, a month or two.
 11 Q. Okay. And that's just the practice that you,
 12 yourself, have adapted for MRS Investigations, to
 13 delete them within a month?
 14 A. Yeah.
 15 Q. And has KNR talked to you about retaining those
 16 documents or retaining the documents longer than
 17 that or for a shorter period?
 18 A. No.
 19 Q. Okay. Do you retain any records at all of the
 20 sign-ups that you perform?
 21 A. No.
 22 Q. With respect to the iPad, who -- did you buy your
 23 own iPad?
 24 A. No.
 25 Q. That was provided to you by KNR; is that correct?

28

1 A. Yes.
 2 Q. Did you have a camera that you used to do the
 3 photographs?
 4 A. It's done on the iPad. It's done on the iPad.
 5 Q. The iPad takes the camera?
 6 A. Uh-huh.
 7 Q. The iPad takes the pictures?
 8 A. Yes.
 9 Q. How about your telephone, did you buy your own
 10 telephone for use in doing these sign-ups?
 11 A. Yes.
 12 Q. Okay. Does KNR pay for your airtime for the
 13 telephone?
 14 A. No.
 15 Q. Okay. Now, the first e-mail makes reference to
 16 payment for doing a sign-up. And I want to ask
 17 you some questions about that.
 18 Is it correct that you're paid a flat fee for
 19 the sign-ups that MRS Investigations does?
 20 MR. POPSON: Objection.
 21 A. Yes.
 22 THE WITNESS: Sorry.
 23 A. Yes.
 24 Q. And what is that flat fee?
 25 A. Currently, \$50.

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| <p style="text-align: right;">29</p> <p>1 Q. Was it ever more or less than that?</p> <p>2 A. It's been less.</p> <p>3 Q. Okay. And when did it become \$50? Do you know?</p> <p>4 A. I don't know.</p> <p>5 Q. Some time in the past couple of years?</p> <p>6 A. I don't know for sure.</p> <p>7 Q. Is there an invoice submitted to KNR in</p> <p>8 connection with the sign-ups you do?</p> <p>9 A. No.</p> <p>10 Q. How does KNR know to pay you then, to your</p> <p>11 understanding, for a sign-up that MRS</p> <p>12 Investigations has done?</p> <p>13 MR. POPSON: Objection. Go ahead.</p> <p>14 A. Through -- through the e-mails of submitting the</p> <p>15 cases.</p> <p>16 Q. Do you keep a record of the sign-ups you've done</p> <p>17 to know -- to see whether you have been paid or</p> <p>18 not, for that purpose?</p> <p>19 A. No.</p> <p>20 Q. Has KNR ever declined to pay you for a sign-up</p> <p>21 that you did?</p> <p>22 A. No.</p> <p>23 Q. Have there ever been circumstances -- well, let</p> <p>24 me ask this: Have you ever heard of a situation</p> <p>25 where KNR declined to pay an investigator for a</p> | <p style="text-align: right;">31</p> <p>1 e-mail you or call you with an assignment?</p> <p>2 A. Attorneys.</p> <p>3 Q. Attorneys. And would it be the attorneys, also,</p> <p>4 that would put that on your calendar, to your</p> <p>5 understanding?</p> <p>6 A. Yes.</p> <p>7 Q. And do you handle sign-ups in a particular region</p> <p>8 or area?</p> <p>9 A. Yes.</p> <p>10 Q. And what is that area?</p> <p>11 A. It varies by month.</p> <p>12 Q. Is it -- is there an area where you're generally</p> <p>13 doing sign-ups, not withstanding the monthly</p> <p>14 variation?</p> <p>15 MR. POPSON: Objection. Form.</p> <p>16 Q. That's not a very good question. I'll withdraw</p> <p>17 it. You do sign-ups in the Akron/Cleveland area,</p> <p>18 correct?</p> <p>19 A. There is more than that.</p> <p>20 Q. But you're always doing them in the</p> <p>21 Akron/Cleveland area; is that right?</p> <p>22 A. No.</p> <p>23 Q. Sometimes not?</p> <p>24 A. Right.</p> <p>25 Q. Okay. Does anyone, other than KNR attorneys,</p> |
| <p style="text-align: right;">30</p> <p>1 sign-up that he or she did?</p> <p>2 A. Not me, personally, no.</p> <p>3 Q. Have you ever heard of that with anyone else?</p> <p>4 A. No.</p> <p>5 Q. Have there ever been situations where you were</p> <p>6 doing a sign-up and the client refused to sign</p> <p>7 the contingency fee arrangement -- agreement,</p> <p>8 rather?</p> <p>9 A. Yes.</p> <p>10 Q. Does KNR withhold payment of the fee for the</p> <p>11 sign-up fee under those circumstances?</p> <p>12 A. If they don't sign the paperwork.</p> <p>13 Q. If they don't sign the paperwork, you don't get</p> <p>14 the payment?</p> <p>15 A. Correct.</p> <p>16 Q. Do you have an understanding of why that is?</p> <p>17 MR. POPSON: Objection.</p> <p>18 MR. GRIFFIN: You could go ahead</p> <p>19 and answer, if you know.</p> <p>20 A. No.</p> <p>21 Q. Now, how is it that you receive assignments to do</p> <p>22 a sign-up?</p> <p>23 A. Either e-mail, phone calls, or they just put the</p> <p>24 assignment on my calendar.</p> <p>25 Q. Okay. Who was it -- who would it be that would</p> | <p style="text-align: right;">32</p> <p>1 give you assignments for sign-ups, to your</p> <p>2 knowledge?</p> <p>3 A. Not generally, no.</p> <p>4 Q. Do you regularly communicate with the KNR</p> <p>5 attorney af -- that made the assignment after the</p> <p>6 sign-up is complete?</p> <p>7 A. Could you say that again?</p> <p>8 Q. After you've done a sign-up --</p> <p>9 A. Uh-huh.</p> <p>10 Q. -- do you regularly communicate with the attorney</p> <p>11 who gave you the assignment?</p> <p>12 MR. POPSON: Object to form.</p> <p>13 A. No.</p> <p>14 Q. Okay. Do you have -- are there other occasions</p> <p>15 on which you communicate with KNR attorneys about</p> <p>16 a particular case? Let me withdraw the question.</p> <p>17 Do you communicate with KNR attorneys on any</p> <p>18 other occasions?</p> <p>19 A. Yes.</p> <p>20 Q. And what would those -- would those be related to</p> <p>21 cases?</p> <p>22 A. Not generally, no.</p> <p>23 Q. Okay. So generally you don't communicate with</p> <p>24 KNR attorneys about cases, other than when you're</p> <p>25 receiving an assignment for a sign-up; is that</p> |

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| <p style="text-align: right;">33</p> <p>1 right?</p> <p>2 MR. POPSON: Object. Go ahead.</p> <p>3 A. I mean, unless they are asking for more work done</p> <p>4 on the case.</p> <p>5 Q. Okay. They would communicate to you for that?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Do you have a face-to-face meeting with</p> <p>8 the clients every time you do a sign-up?</p> <p>9 A. No.</p> <p>10 Q. How could a sign-up be done if there is no</p> <p>11 face-to-face meeting?</p> <p>12 A. It would start with reviewing the police report.</p> <p>13 Q. And that would be, you would review the police</p> <p>14 report in the case?</p> <p>15 A. Correct.</p> <p>16 Q. And what else would be entailed in a sign-up of</p> <p>17 that sort?</p> <p>18 A. Off the police report, we get the date of the</p> <p>19 incident, the at-fault party, we get -- if there</p> <p>20 was any companions. I get any witnesses that</p> <p>21 were involved, insurance information, and -- as</p> <p>22 far as the police report goes.</p> <p>23 Q. What percentage of the sign-ups that MRS</p> <p>24 Investigation does involves situations where you</p> <p>25 have no face-to-face meeting with the client?</p> | <p style="text-align: right;">35</p> <p>1 sign-up?</p> <p>2 A. Those are usually provided through intake, intake</p> <p>3 department.</p> <p>4 Q. Someone in the intake department gives you that</p> <p>5 assignment?</p> <p>6 A. Yes.</p> <p>7 Q. And is there any particular individual who does</p> <p>8 that?</p> <p>9 A. It's been different throughout the years.</p> <p>10 Q. So different people have done that?</p> <p>11 A. Yes.</p> <p>12 Q. And what is -- what do you receive when you</p> <p>13 receive an assignment like that? Do you get a</p> <p>14 client name and anything beyond that or --</p> <p>15 A. Yeah. Every case is different. Sometimes the --</p> <p>16 you know, you get the date of the incident, the</p> <p>17 county it was in. Sometimes you don't. Every</p> <p>18 one is different.</p> <p>19 Q. In certain cases, do you receive a signed</p> <p>20 contingency fee agreement? Do you have any</p> <p>21 sign-up where there is no face-to-face meeting?</p> <p>22 MR. POPSON: Object to form.</p> <p>23 A. Could you say it again, please?</p> <p>24 Q. In some of the cases where there is no</p> <p>25 face-to-face meeting --</p> |
| <p style="text-align: right;">34</p> <p>1 MR. POPSON: Objection. Go ahead.</p> <p>2 A. I don't know.</p> <p>3 Q. Is it half?</p> <p>4 A. I don't know.</p> <p>5 Q. You have no -- can't narrow it down at any more</p> <p>6 than -- at all?</p> <p>7 A. No.</p> <p>8 Q. It could be as much as three-fourths of the</p> <p>9 sign-ups that you do?</p> <p>10 MR. GRIFFIN: Objection.</p> <p>11 MR. POPSON: Objection.</p> <p>12 MR. GRIFFIN: He doesn't know.</p> <p>13 You can't guess. Go ahead and answer.</p> <p>14 A. I don't know.</p> <p>15 Q. Has there ever been a time when you did more</p> <p>16 sign-ups of that sort than at other times?</p> <p>17 A. It's all different. I don't know.</p> <p>18 Q. Is the payment the same for a sign-up where there</p> <p>19 is no face-to-face meeting with a client?</p> <p>20 A. Yes.</p> <p>21 Q. And what's the -- and you receive an assignment</p> <p>22 for that type of sign-up in the same fashion; is</p> <p>23 that correct?</p> <p>24 A. No.</p> <p>25 Q. How do you receive an assignment for that type of</p> | <p style="text-align: right;">36</p> <p>1 A. Yes.</p> <p>2 Q. -- in a sign-up, do you receive the signed</p> <p>3 contingency fee agreement before you're doing</p> <p>4 the work?</p> <p>5 A. I don't, no.</p> <p>6 Q. And to your understanding -- well, MRS</p> <p>7 Investigation doesn't issue an invoice in</p> <p>8 connection with these type of sign-ups, correct?</p> <p>9 A. No.</p> <p>10 Q. Does MRS Investigations have an office of its</p> <p>11 own?</p> <p>12 A. Yes.</p> <p>13 Q. And that's at your home; is that correct?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Obviously, when you're out on assignment,</p> <p>16 you're not in your home office, right?</p> <p>17 A. Uh-huh.</p> <p>18 Q. How much time during a typical week do you spend</p> <p>19 at your home office?</p> <p>20 A. It's all different.</p> <p>21 Q. Are there weeks where you don't spend any time at</p> <p>22 all at the home office?</p> <p>23 A. No.</p> <p>24 Q. I should say any work time at your -- are there</p> <p>25 any weeks where you don't spend any work time at</p> |

37

1 the home office?

2 A. No.

3 Q. Could you say how much time you spend at the --

4 how much work time you spend at the home office

5 during a typical week?

6 A. No.

7 Q. Are there any particular tasks at MRS

8 Investigations that you usually handle at the

9 home office, as opposed to elsewhere?

10 A. No.

11 Q. You're the owner of a company known as EZ

12 Delivery; is that correct?

13 A. Yes.

14 Q. And that's a limited liability company that you

15 formed at the end of 2013?

16 A. Yes.

17 Q. It's a courier service; is that correct?

18 A. Yes.

19 Q. Could you describe more generally -- or more

20 specifically, I should say, what the business of

21 that company is?

22 A. They deliver advertisements.

23 Q. Advertisements. Who is -- who are the clients --

24 well, let me just ask, is KNR a client of EZ

25 Delivery?

38

1 A. Yes.

2 Q. And the advertisements that are delivered are the

3 -- are they the red-bag deliveries?

4 A. Yes.

5 Q. Does K -- Does EZ Delivery have any other clients

6 besides KNR?

7 A. No.

8 Q. Does EZ Delivery have the -- same questions, have

9 its own website?

10 A. No.

11 Q. Its own phone number?

12 A. No.

13 Q. And its own fax machine?

14 A. No.

15 Q. Now, you've mentioned that at various times after

16 the sign-ups are done, that you're asked by

17 attorneys to do particular tasks in connection

18 with the case, correct?

19 A. Yes.

20 Q. And you mentioned like sometimes you have to go

21 find the client, client goes missing in action,

22 or obtain records that are needed, things like

23 that, correct?

24 A. Yes.

25 Q. Okay. On -- how frequently does that happen?

39

1 Let me withdraw. In what percentage of cases

2 does that happen, does the request like that come

3 down?

4 A. I don't know.

5 Q. How much of your time is spent doing that sort of

6 work, as opposed to doing sign-ups -- well, let

7 me withdraw that question. It's not a good

8 question.

9 Of the time spent working for MRS

10 Investigations, how much of that time is spent on

11 sign-ups versus how much spent doing these other

12 tasks?

13 A. It's all different.

14 Q. Well, could you say generally?

15 A. No.

16 Q. Is it equal? Do you spend as much time doing

17 sign-ups and these other tasks, other tasks, same

18 amount of time?

19 MR. GRIFFIN: Object. Go ahead

20 and answer.

21 A. It's all different.

22 Q. Who makes the request to do these other tasks?

23 A. The attorneys.

24 Q. Always the attorneys?

25 A. Not always.

40

1 Q. Are the requests always made to you in cases in

2 which you did the sign-up?

3 A. I don't know.

4 Q. It's not your understanding that's it only in

5 those cases; is that correct?

6 MR. POPSON: Objection.

7 A. Could you say that again?

8 Q. Let me withdraw that question.

9 - - - -

10 (Thereupon, Plaintiff's Exhibit 4 was marked

11 for purposes of identification.)

12 - - - -

13 Q. Let me hand you, if I can, what's been marked as

14 Simpson Exhibit 4. And ask if you could identify

15 this as a copy of an e-mail that you received

16 from Megan Little.

17 MR. COHEN: I got -- do you need

18 one more?

19 MR. GRIFFIN: Thank you.

20 Q. Okay. Is this a copy of an e-mail you received

21 from Megan?

22 A. Yes.

23 Q. And the e-mail is dated July 9, 2014?

24 A. Yes.

25 Q. And it's addressed both to you and Mr. Czetli,

| | |
|---|---|
| <p style="text-align: right;">41</p> <p>1 correct?</p> <p>2 A. Correct.</p> <p>3 Q. And in this e-mail -- well, first of all, Megan</p> <p>4 Little is a paralegal at KNR, correct?</p> <p>5 A. The name actually doesn't ring a bell.</p> <p>6 Q. Well, she's identified as a paralegal towards the</p> <p>7 bottom of the e-mail. Do you see that?</p> <p>8 A. Okay. Yes.</p> <p>9 Q. And in this e-mail, she is requesting that one of</p> <p>10 you stop at the Cleveland Police Department,</p> <p>11 records department, pick up a copy of a traffic</p> <p>12 crash report; is that accurate?</p> <p>13 A. Yes.</p> <p>14 Q. Is this the type of -- or withdraw that. Is this</p> <p>15 an example of an additional job that you would be</p> <p>16 requested to do in connection with a case?</p> <p>17 A. Yes.</p> <p>18 Q. Do you spend any time during a week when you're</p> <p>19 not on assignment at the KNR offices?</p> <p>20 A. Yes.</p> <p>21 Q. How much time do you spend there typically during</p> <p>22 a given week?</p> <p>23 A. It totally varies.</p> <p>24 Q. What's the range?</p> <p>25 A. I could say not as much now that I live closer to</p> | <p style="text-align: right;">43</p> <p>1 anything is going on.</p> <p>2 Q. How frequently are you asked to do that, to help</p> <p>3 out at the office when you are there?</p> <p>4 MR. POPSON: Objection. He never</p> <p>5 said he was asked.</p> <p>6 MR. COHEN: I didn't hear.</p> <p>7 MR. POPSON: Objection. The form</p> <p>8 of the question assumed that he was asked,</p> <p>9 but go ahead.</p> <p>10 MR. COHEN: Okay. Well, let me</p> <p>11 withdraw that question.</p> <p>12 Q. Are you asked to do those tasks or do you just</p> <p>13 volunteer to do it?</p> <p>14 A. No, I'm not asked.</p> <p>15 Q. You volunteer to do it. How frequently do you</p> <p>16 volunteer to do that?</p> <p>17 A. Totally depends on my schedule.</p> <p>18 Q. Well, it depends on that. But how frequently do</p> <p>19 you end up volunteering to do that?</p> <p>20 MR. POPSON: Objection.</p> <p>21 A. There's -- I mean, it's all completely different.</p> <p>22 Q. Most days that you are at KNR, do you end up</p> <p>23 doing something for the firm?</p> <p>24 A. If there is something that I could do, yeah.</p> <p>25 Q. And is it your preference to do something while</p> |
| <p style="text-align: right;">42</p> <p>1 the area.</p> <p>2 Q. Okay. So, what's the least amount of time you</p> <p>3 spend in a given week at the offices?</p> <p>4 A. A few hours.</p> <p>5 Q. And what's the most amount of time you spend at</p> <p>6 the offices during a given week?</p> <p>7 A. It totally depends.</p> <p>8 Q. Could it be as much as three, four hours a day?</p> <p>9 MR. GRIFFIN: Objection.</p> <p>10 A. In a certain day, yes, but not every day.</p> <p>11 Q. Okay. What do you do when you're at the KNR</p> <p>12 offices?</p> <p>13 A. Like I said, it's more or less a place for me to</p> <p>14 go. It's kind of between appointments. So,</p> <p>15 there is nothing specifically I have to do at the</p> <p>16 KNR office.</p> <p>17 Q. So it's downtime for you?</p> <p>18 A. Right.</p> <p>19 Q. Do you ever help out with anything at the office</p> <p>20 for KNR?</p> <p>21 A. Yes.</p> <p>22 Q. What sort of things do you help out with, or have</p> <p>23 you helped out with, I should say?</p> <p>24 A. You know, it varies. But I've helped out with</p> <p>25 mailers. It just depends on what's going on, if</p> | <p style="text-align: right;">44</p> <p>1 you're there?</p> <p>2 A. Is it my preference?</p> <p>3 Q. Yes.</p> <p>4 A. Yeah.</p> <p>5 Q. Do you get paid for doing these tasks while you</p> <p>6 are there?</p> <p>7 A. Not directly, no -- I mean, not for specific</p> <p>8 tasks, put it that way.</p> <p>9 Q. How are you paid indirectly for these tasks?</p> <p>10 A. I mean, I've been paid for helping out.</p> <p>11 Q. You have been paid in certain instances for</p> <p>12 helping out?</p> <p>13 A. Yes.</p> <p>14 Q. Could you name the tasks that you performed for</p> <p>15 which you received payment?</p> <p>16 A. Not specifically.</p> <p>17 Q. How frequently does that happen?</p> <p>18 A. Not very often.</p> <p>19 Q. Once, twice? Could you quantify it at all?</p> <p>20 A. I don't have a number for it, no.</p> <p>21 Q. You talked about the individual tasks that</p> <p>22 attorneys will ask you to do after the sign-up.</p> <p>23 Did you receive compensation for doing those</p> <p>24 tasks?</p> <p>25 MR. POPSON: Objection. Form.</p> |

| | |
|--|---|
| <p style="text-align: right;">45</p> <p>1 A. Not other than the flat rate -- flat rate fee, 2 no. 3 Q. So that -- you consider the payment for those to 4 be incorporated in the flat fee? 5 A. Yes. 6 Q. Have you ever testified at a trial or deposition 7 about the investigative work you have done for 8 KNR? 9 A. No. 10 Q. Have you ever executed an affidavit discussing 11 the investigative work you've done for KNR? 12 A. No. 13 MR. COHEN: Could we take a few 14 minutes? 15 MR. GRIFFIN: Sure. 16 THE VIDEOGRAPHER: We are going 17 off the record. The time is 11:03. 18 - - - - 19 (Thereupon, a recess was had.) 20 - - - - 21 THE VIDEOGRAPHER: We are back on 22 record. The time is 11:09. 23 Q. Mr. Simpson, you testified that the area you 24 cover to do your investigations changes on a 25 monthly basis; is that correct?</p> | <p style="text-align: right;">47</p> <p>1 locales? 2 MR. POPSON: Object to form. Go 3 ahead. 4 Q. Well, let me withdraw that question. You know 5 that KNR has engaged investigators around the 6 state, correct? 7 MR. POPSON: Currently? 8 MR. COHEN: Currently. 9 A. Currently, yes. 10 Q. At a certain point, that wasn't the case? 11 A. Yes. 12 Q. And it was a time when you and Aaron would be 13 doing sign-ups across the state? 14 A. Yes. 15 Q. Do you know when that changed? 16 A. No. 17 Q. Have you discussed this lawsuit with anyone from 18 KNR? 19 A. No. 20 Q. No mention at all with anyone? 21 A. No. 22 Q. Have you discussed the lawsuit with anyone else? 23 A. Yes. 24 Q. With whom did you discuss it? 25 A. Just family. Aaron, my family.</p> |
| <p style="text-align: right;">46</p> <p>1 A. Yes. 2 Q. And I apologize if I asked you this before. If I 3 did I -- I don't think I did, but who makes the 4 determination as to where you are going to be 5 doing the work each month? 6 A. I do. 7 Q. So you decide which area you are going to cover 8 in a given month? 9 A. Yes. 10 Q. And on what do you do base your determination? 11 A. Aaron and I actually split areas. 12 Q. What areas do you split? 13 A. Basically north and south. 14 Q. Is there a finite district or -- finite district 15 that the two of you split? 16 A. There is now, yes. 17 Q. And how long has that been the case? 18 A. I don't know for sure. 19 Q. What is that finite district? 20 A. It's -- it's basically from -- in general, the 21 main area is from say Lorain to Mentor, down to 22 Mansfield, and east is probably -- general, these 23 are all general places, but Alliance. 24 Q. It's correct that KNR uses investigators located 25 other places in the State to do sign-up in those</p> | <p style="text-align: right;">48</p> <p>1 Q. What has been the nature of those discussions? 2 What did you discuss? 3 A. We didn't discuss anything, other than it's 4 happening. 5 Q. Okay. The fact that you would be deposed? 6 A. Uh-huh. 7 MR. GRIFFIN: Is that a yes? 8 THE WITNESS: Yes. 9 MR. COHEN: I have no further 10 questions. 11 MR. GRIFFIN: You want to take a 12 break? 13 MR. POPSON: Yeah, let's take a 14 break. 15 THE VIDEOGRAPHER: We are going 16 off the record. The time is 11:14. 17 - - - - 18 (Thereupon, a recess was had.) 19 - - - - 20 THE VIDEOGRAPHER: We are back on 21 the record. The time is 11:15. 22 MR. POPSON: James Popson on 23 behalf of KNR, no questions. 24 MR. DAGON: This is John Dagon on 25 behalf of Dr. Ghoumbrial. I have no</p> |

49

questions, either. Thank you.

MR. GRIFFIN: He'll read.

MR. COHEN: Okay. Mr. Simpson,
thank you very much for your time.

THE WITNESS: Okay. Thank you.

THE VIDEOGRAPHER: This now concludes the deposition. We are now going off the record. The time is 11:16.

1

CERTIFICATE

The State of Ohio,) SS:
County of Cuyahoga.)

I, Chana Margaretten, a Notary Public within and for the State of Ohio, authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named witness was by me, before the giving of their deposition, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the deposition as above-set forth was reduced to writing by me by means of stenotypy, and was later transcribed by computer-aided technology under my direction; that this is a true record of the testimony given by the witness; that said deposition was taken at the aforementioned time, date and place, pursuant to notice or stipulations of counsel; that I am not a relative or employee or attorney of any of the parties, or a relative or employee of such attorney or financially interested in this action; that I am not, nor is the court reporting firm with which I am affiliated, under a contract as defined in Civil Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my
hand and seal of office, at Cleveland, Ohio, this
____ day of _____, A.D. 20 ____.

Chana Margaretten, Notary Public, State of Ohio
55 Public Square, Suite 1332
Cleveland, Ohio 44113
My commission expires March 10, 2021

50

SIGNATURE OF DEPONENT

I, the undersigned, MICHAEL SIMPSON, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

| PAGE | LINE | CHANGE | REASON |
|------|------|--------|--------|
|------|------|--------|--------|

Michael Simpson

1

IN THE COURT OF COMMON PLEAS

SUMMIT COUNTY, OHIO

MEMBER WILLIAMS, et al.,

Plaintiffs,

-vs- CASE NO. CV-2016-09-3928

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

Defendants.

- - - -

Videotaped deposition of AARON CZETLI, taken
as if upon examination before Chana Margaretten, a
Notary Public within and for the State of Ohio,
at Griffin Law LLC, 4051 Whipple Avenue
Northwest, Canton, Ohio 44718, at 12:32 p.m., on
Wednesday, March 6, 2019, pursuant to notice
and/or stipulations of counsel, on behalf of the
Plaintiffs.

- - - -

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3

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Kisling, Nestico & Redick, LLC;

I N D E X

| | | |
|---|----------------|-----|
| 2 | EXAMINATION | |
| | AARON CZETLI | |
| 3 | BY MR. COHEN | 5 |
| | EXAMINATION | |
| 4 | AARON CZETLI | |
| | BY MR. POPSON | 4 0 |
| 5 | RE-EXAMINATION | |
| | AARON CZETLI | |
| 6 | BY MR. COHEN | 4 4 |

EXHIBIT INDEX

| | | |
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| 8 | Plaintiff's Exhibit 1 | 8 |
| 9 | Plaintiff's Exhibit 2 | 2 1 |
| | Plaintiff's Exhibit 3 | 2 3 |
| 10 | Plaintiff's Exhibit 4 | 3 1 |

EXHIBIT 4

5

1 THE VIDEOGRAPHER: We are now
 2 ready to begin the deposition. Will the
 3 court reporter swear in the witness.
 4 AARON CZETLI, of lawful age, called by the
 5 Plaintiffs for the purpose of Examination as
 6 provided by the Ohio Rules of Civil Procedure,
 7 being by me first duly sworn, as hereinafter
 8 certified, depose and says as follows:
 9 - - - -
 10 EXAMINATION OF AARON CZETLI
 11 BY MR. COHEN:
 12 Q. Mr. Czetli, I'll introduce myself for the record.
 13 I'm Josh Cohen. I'm one of the attorneys for the
 14 plaintiffs in this lawsuit and I will be asking
 15 you a series of questions here.
 16 A. Okay.
 17 Q. Could you state your full name for the record,
 18 please?
 19 A. My full name is Aaron Michael Czetli.
 20 Q. And what is your home address?
 21 A. 1679 23rd Street, Cuyahoga Falls, Ohio 44223.
 22 Q. Do you understand that you are testifying here
 23 under oath?
 24 A. I do.
 25 Q. And do you understand that the testimony you give

6

1 here can be used in court under the various
 2 circumstances?
 3 A. I do.
 4 Q. You understand that you have to respond verbally
 5 to the questions I ask? Do you understand --
 6 well, you have --
 7 A. Correct.
 8 Q. Yeah. Do you understand that you have to -- you
 9 don't have to answer a question that I ask that
 10 you don't either fully understand or fully hear,
 11 correct?
 12 A. Correct.
 13 Q. If a situation like that arises, all you need to
 14 do is alert me to the problem and then it becomes
 15 my obligation to correct it; is that fair?
 16 A. Fair.
 17 Q. You understand that you could take a break at any
 18 time, so long as no question is pending?
 19 A. Okay.
 20 Q. And are you aware of anything that might impair
 21 your ability to answer questions here today?
 22 A. No, sir.
 23 Q. Did you do anything to prepare to testify at this
 24 deposition?
 25 A. No, sir.

7

1 Q. You didn't review any documents?
 2 A. No.
 3 Q. Did you talk to anyone about this deposition?
 4 A. I mean, just like my attorney when dates and
 5 stuff are and when I have to be here.
 6 Q. But you talked to no one else about the
 7 deposition?
 8 A. My mother reminded me when my dates and stuff
 9 were for the --
 10 Q. But other than that --
 11 A. -- for this stuff. No, sir.
 12 Q. Sorry for interrupting. You're the owner of a
 13 company known as AMC Investigations; is that
 14 correct?
 15 A. Correct.
 16 Q. And AMC does work for the Law Firm of Kisling,
 17 Nestico & Redick, correct?
 18 A. I do work for -- for them.
 19 Q. You're the person at AMC Investigations who
 20 actually does the work for Kisling, Nestico &
 21 Redick, correct?
 22 A. I do investigation work, if they need be, yes.
 23 Q. Has AMC Investigations ever had someone, other
 24 than you do work for KNR?
 25 A. What do you mean by, someone other than me?

8

1 Q. In other words, has your company ever employed
 2 someone, other than you to do work for KNR?
 3 A. Me, no.
 4 Q. Okay. And when did AMC Investigations first do
 5 work for the KNR Law Firm?
 6 A. That, I do not know exactly when -- when I
 7 started.
 8 - - - -
 9 (Thereupon, Plaintiff's Exhibit 1 was marked
 10 for purposes of identification.)
 11 - - - -
 12 Q. Okay. I am going to hand you what I have marked
 13 as Czetli -- am I pronouncing your name right,
 14 Czetli?
 15 A. Czetli, yes.
 16 Q. -- Czetli Exhibit 1. And ask whether these --
 17 this is a copy of the Articles of Incorporation
 18 that you filed to form AMC Com -- Investigations,
 19 rather, sorry.
 20 MR. GRIFFIN: I know you are
 21 tethered here.
 22 THE WITNESS: Okay.
 23 Q. Is this a copy of the Articles of Incorporation
 24 you filed to form --
 25 A. Correct.

| | |
|---|--|
| <p style="text-align: right;">9</p> <p>1 Q. -- AMC Investigations?</p> <p>2 A. Uh-huh.</p> <p>3 MR. GRIFFIN: Wait until he</p> <p>4 finishes.</p> <p>5 THE WITNESS: Oh, I apologize.</p> <p>6 Q. This is a copy of those Articles of Organization,</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. If you look at the last page, your signature</p> <p>10 appears on that last page, correct?</p> <p>11 A. Correct.</p> <p>12 Q. And your signature is dated September 23, 2008?</p> <p>13 A. Correct.</p> <p>14 Q. And that was the month, September 2008, when you</p> <p>15 did form AMC Investigations, correct?</p> <p>16 A. Correct.</p> <p>17 Q. Why did you form the company at that time?</p> <p>18 A. I basically formed the company, so I could -- I</p> <p>19 wanted to be able to do work, but I wanted to be</p> <p>20 able to do work on my own without having to --</p> <p>21 someone controlling me, like I was controlled at</p> <p>22 Eshelman Legal Group.</p> <p>23 Q. So you were doing -- at the time you formed this</p> <p>24 company, you were doing investigation work for</p> <p>25 the Eshelman Firm?</p> | <p style="text-align: right;">11</p> <p>1 you to continue to do the investigation work</p> <p>2 after you formed the corp -- the company?</p> <p>3 A. No.</p> <p>4 Q. Okay. How -- is it correct that after you formed</p> <p>5 the company, the Eshelman Group continued to use</p> <p>6 you to do investigation work?</p> <p>7 A. No, sir. I wanted nothing to do with them.</p> <p>8 Q. Okay. So you stopped doing work for the Eshelman</p> <p>9 Group, in 2008?</p> <p>10 A. Correct. It would have been around that time.</p> <p>11 Q. And did you do investigation work for someone</p> <p>12 else at that time through your company?</p> <p>13 A. At that time, no.</p> <p>14 Q. Okay. Where did you work after that?</p> <p>15 A. Right after that, probably no one really. But</p> <p>16 then when I started working, basically my first</p> <p>17 client that I dealt with was Kisling, Nestico &</p> <p>18 Redick.</p> <p>19 Q. Okay. And do you recall when it was that you</p> <p>20 first started doing work for Kisling, Nestico &</p> <p>21 Redick?</p> <p>22 A. I would say it would have been close to the same</p> <p>23 time. I don't know the exact date.</p> <p>24 Q. Okay.</p> <p>25 A. But I don't -- I didn't take too much time off of</p> |
| <p style="text-align: right;">10</p> <p>1 A. Correct, Eshelman Legal Group.</p> <p>2 Q. And you were doing it as -- am I correct, as an</p> <p>3 employee of that firm?</p> <p>4 A. An employee of them, yes.</p> <p>5 Q. Okay. And you formed this company, so that you</p> <p>6 could do that work, but work for yourself in</p> <p>7 doing so?</p> <p>8 A. I did not want to have -- be controlled. They</p> <p>9 had too much control. At the end they were --</p> <p>10 like some of the work I would do, at the end of</p> <p>11 every month, they would deduct money from my</p> <p>12 paycheck if say the attorney got fired on a case</p> <p>13 or they withdraw, they were just deducting money.</p> <p>14 Some other reasons with -- which is not to do</p> <p>15 related with the law firm. I was partners with</p> <p>16 Jason Eshelman in some rental property that</p> <p>17 didn't go good with him and some other stuff.</p> <p>18 But he had control of me and I didn't like</p> <p>19 someone having control of me, so I started my own</p> <p>20 company where no one had control of me. I could</p> <p>21 do and -- do and work for whoever I want.</p> <p>22 Q. Did you get the okay from the Eshelman Firm</p> <p>23 before you formed the corporation?</p> <p>24 A. No, sir.</p> <p>25 Q. Did you have some assurance that they would allow</p> | <p style="text-align: right;">12</p> <p>1 not working.</p> <p>2 Q. Was it Rob Nestico who brought you to the</p> <p>3 Kisling, Nestico -- withdraw that. Was it Rob</p> <p>4 Nestico who introduced you to the opportunity to</p> <p>5 work for the Kisling, Nestico & Redick Firm?</p> <p>6 A. I -- I knew the -- the gentlemen, all three of</p> <p>7 them.</p> <p>8 Q. You knew all three of them. How was it that you</p> <p>9 came to do work for -- that your company came to</p> <p>10 do work for KNR?</p> <p>11 A. I -- I approached Rob and basically I also knew</p> <p>12 Robert and Gary. They all worked at Eshelman</p> <p>13 Legal Group when I was there. So I knew that</p> <p>14 they started their own firm. And I asked if what</p> <p>15 I provide as a service is something that they</p> <p>16 would be interested in.</p> <p>17 Q. And you were hired at that time, your firm --</p> <p>18 your company was?</p> <p>19 A. Through talking with the partners there</p> <p>20 afterwards, yes, then I started doing stuff for</p> <p>21 their company.</p> <p>22 Q. Did any one of the three KNR partners take the</p> <p>23 lead in dealing with you at that time?</p> <p>24 A. I would say, I kind of -- when I started doing</p> <p>25 stuff, I kind of worked with all three of them,</p> |

13

1 really.

2 Q. But in terms of making an arrangement for AMC

3 Investigations to begin doing work for KNR, were

4 you dealing principally with any one of the

5 partners?

6 A. I mean, I know I talked to all three of them, but

7 then for them, I am sure they would have talked

8 to themselves on whether or not to obtain my

9 services or not.

10 Q. How would you describe generally the business of

11 AMC Investigations?

12 A. What it is --

13 Q. Yeah --

14 A. -- that I do?

15 Q. -- what is it that the company does?

16 A. Okay. So I -- what I'll do then is if the law

17 firm needs, you know, someone to be -- someone

18 has basically called in to where they want to be

19 represented by Kisling, Nestico & Redick --

20 Q. Uh-huh.

21 A. -- then, if I happen to be in that territory or

22 whatever, I'll be sent a request to go meet with

23 the people. I -- I'll meet with the people.

24 More than likely, it's at their house. Sometimes

25 it's at their business or somewhere else.

14

1 When I go there, there is documents that

2 they've already discussed with the attorney over

3 the phone. The person I'm going to see is

4 already agreed that they would like to sign these

5 forms. So I'll go there, get these forms signed.

6 Also, while I'm there, if there is visible

7 injuries, I'll get pictures of visible injuries

8 from them. If they happen to be -- like if it

9 was in a vehicle, I'll get pictures of the

10 vehicle.

11 A lot of times the people have been to the

12 hospital, so I will take pictures of any of their

13 medical records, any of their insurance

14 information. Anything, basically, that would

15 pertain or help out with their case.

16 Q. That's called a sign-up; is that correct?

17 A. Sign-up, investigation, or however you want to

18 call it. I'm basically sent out by Kisling,

19 Nestico & Redick to someone that would like to

20 have that firm represent them.

21 Q. And that's -- that's the business of AMC

22 Investigations; is that correct?

23 A. Yeah, that's what I do.

24 Q. Okay. Does AMC Investigations have its own

25 website?

15

1 A. I do -- I do not.

2 Q. Do you have -- does AMC Investigations have its

3 own telephone number?

4 A. I do have a telephone number, yes.

5 Q. Is it your personal telephone number?

6 A. Correct.

7 Q. So you -- your personal phone number and the one

8 used for company business is the same?

9 A. Correct.

10 Q. And does it have its own fax number, the company?

11 A. I do not have a fax number.

12 Q. Does AMC Investigations advertise?

13 A. No, sir.

14 Q. Have -- during the time that you have done work

15 for KNR, has AMC Investigations ever done work

16 for any other client?

17 A. There could have been like some other law firms

18 coming in on like -- like a mass tort or

19 something like that, if they need work from me,

20 I'll do work for that law firm. I believe the

21 one was out of California.

22 Q. So if KNR -- if I'm understanding correctly, if

23 KNR is co-counseling with another firm on a mass

24 tort, you might do work for that other firm with

25 who -- with which KNR is co-counseling?

16

1 A. Correct.

2 Q. Okay. Any other clients that AMC Investigations

3 has had since you've been working for KNR?

4 A. No, sir.

5 Q. Okay. Do you believe that the work you do --

6 well, let me back up. Have you had any formal

7 training that enables you to do the work you do

8 for KNR?

9 A. I would say basically from all my work at

10 Eshelman Legal Group.

11 Q. Your experience?

12 A. My experience there. I was there for 10 or

13 12 years at Eshelman --

14 Q. How does --

15 A. -- Legal Group.

16 Q. Excuse me for interrupting. How does the work

17 you did for Eshelman compare with the work you're

18 doing at KNR? Is it the same essential task that

19 you're doing?

20 A. Some of the stuff might be similar. Like me

21 driving and meeting with the people and gathering

22 the information.

23 But, you know, when I was employed by

24 Eshelman Legal Group, you know, I had to be

25 technically in the office at certain hours,

17

1 report to people, stuff like that. Anything that

2 they would ask me to do, I would basically have

3 to do for them.

4 Q. In terms of the interactions with clients, how

5 did the work compare between the two firms?

6 A. I would say when I was at Eshelman, I also did

7 stuff where I would -- I would say some of the

8 stuff maybe like a paralegal would do where

9 you're calling and verifying bills and stuff like

10 that or whatever.

11 Q. You never did any of that sort of thing for KNR?

12 A. No.

13 Q. Did you do anything for KNR, other than the, what

14 I refer to as a sign-up? Did any of your

15 investigatory work involve anything, other than

16 those sign-ups?

17 A. With -- with -- when I am sent out on an

18 investigation that's the main stuff that I

19 already told you about, that's what I do on those

20 things.

21 Q. Okay. Do you understand that under certain

22 circumstances, the State of Ohio requires those

23 engaged in the business of private investigating

24 to obtain a license?

25 MR. GRIFFIN: Note an objection.

18

1 A. I don't -- I'm not a private investigator.

2 Q. How do you differentiate between what you do and

3 private investigation?

4 MR. GRIFFIN: Object. Go ahead.

5 A. I mean, what I do is this: Basically someone is

6 called into KNR. They would -- they have talked

7 to someone in intake first, then they are

8 transferred over to an attorney.

9 The attorney discusses with them what's going

10 on and everything about their case. They go over

11 all of the documents. Then, from there, I'm sent

12 out.

13 I'm -- you know, I'm not investigating people

14 like if they're cheating on their wife or

15 something like that. I'm just really gathering

16 -- I'm really just gathering information that

17 these people have. It's basically would just be

18 a term, investigator, or whatever.

19 Q. Do the clients ever ask you questions when you're

20 out on one of these sign-ups?

21 MR. GRIFFIN: Object. That's

22 pretty broad. Do you mean specifically

23 about anything?

24 A. What kind of questions?

25 Q. Do they ever ask you any questions about the KNR

19

1 Firm?

2 A. Not -- not really. I mean, they have already --

3 a lot of times these people have found them from

4 their website or from an advertisement, called in

5 themselves, so they -- for them to call in they

6 would have already known about the firm. They

7 clearly want the firm to help them out with this.

8 They've talked to an attorney. The attorney

9 discussed everything that the firms does. So by

10 me going out, I mean, they don't really need to

11 ask me any questions.

12 Q. How do you know what the attorney and the client

13 have discussed?

14 A. I don't know.

15 Q. Pardon?

16 A. I don't know what they have discussed. All I

17 know if -- if the attorney has sent me out there,

18 they basically -- whoever I'm going out to wants

19 KNR to represent them.

20 The attorney has discussed that there'll be

21 someone coming out there with forms to sign.

22 They have gone over all of the forms that I will

23 be bringing them to sign and then the information

24 I will be gathering --

25 Q. How do you --

20

1 A. -- as well.

2 Q. Excuse me. How do you know they have gone over

3 the forms with the client?

4 A. That's pretty much protocol.

5 Q. And how do you know that that is protocol?

6 A. That's how -- that's how it should be. I should

7 not be ever sent anywhere with these people

8 haven't talked to an attorney and haven't want

9 that that law firm to be represented by them.

10 Q. That's what the folks at KNR have told you that

11 when you are going out, these documents should

12 have already been explained to them?

13 A. Correct.

14 Q. And is it ever the case that the clients ask you

15 questions about these documents?

16 A. If somehow when I am showing them the forms,

17 sometimes they do have questions about the

18 documents. If they have questions about the

19 documents, I will try to call the attorney that

20 sent me to meet with them first, because they are

21 already familiar with them.

22 If that attorney is unavailable, they will

23 page out another attorney. When I get that

24 attorney on the phone, I let them know that this

25 person has some questions about the documents.

| | |
|--|---|
| <p style="text-align: right;">21</p> <p>1 And I allow the attorney to answer them or ask</p> <p>2 any other questions.</p> <p>3 Q. So you don't answer any of the questions that a</p> <p>4 client may have about the documents?</p> <p>5 A. No, I do not answer document questions.</p> <p>6 Q. Are there any questions a client may ask that you</p> <p>7 would answer yourself?</p> <p>8 A. Sometimes they'll -- they won't know what</p> <p>9 attorney and I'll say usually they try to pair</p> <p>10 you with the attorney that you already spoke to</p> <p>11 on the phone. But other than that, they don't.</p> <p>12 They know why -- why I'm out there.</p> <p>13 Q. Okay. And it's your belief that they know why</p> <p>14 you're out there?</p> <p>15 A. Correct.</p> <p>16 Q. And it's your belief that the attorneys told them</p> <p>17 you were coming for purposes to get them to sign</p> <p>18 these documents and to do whatever else you do</p> <p>19 out there?</p> <p>20 A. Correct.</p> <p>21 - - - -</p> <p>22 (Thereupon, Plaintiff's Exhibit 2 was marked</p> <p>23 for purposes of identification.)</p> <p>24 - - - -</p> <p>25 Q. Let me show you what's been marked as Czetli</p> | <p style="text-align: right;">23</p> <p>1 A. Correct.</p> <p>2 Q. And he testified that he is your second cousin;</p> <p>3 is that accurate?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. And you and he share a territory in which</p> <p>6 you do sign-ups for KNR, correct?</p> <p>7 A. Correct.</p> <p>8 Q. All right. In this e-mail, Holly Tusko sets</p> <p>9 forth the steps that need to be taken in doing a</p> <p>10 sign-up, correct?</p> <p>11 A. Correct.</p> <p>12 - - - -</p> <p>13 (Thereupon, Plaintiff's Exhibit 3 was marked</p> <p>14 for purposes of identification.)</p> <p>15 - - - -</p> <p>16 Q. Okay. Let me hand you what has been marked as</p> <p>17 Exhibit 3 and ask whether this is a copy of</p> <p>18 another e-mail that you received from Holly</p> <p>19 Tusko?</p> <p>20 Is this another e-mail you received from</p> <p>21 Holly Tusko?</p> <p>22 A. It looks like --</p> <p>23 Q. Any reason to believe that you didn't receive it?</p> <p>24 A. No.</p> <p>25 Q. And this e-mail is dated June 3, 2015, correct?</p> |
| <p style="text-align: right;">22</p> <p>1 Exhibit 2. This will be familiar to everyone</p> <p>2 else in the room. And ask whether this is a copy</p> <p>3 of an e-mail that you received from Holly Tusko?</p> <p>4 Is that an e-mail you received from Holly</p> <p>5 Tusko?</p> <p>6 A. It looks like one, yes.</p> <p>7 Q. Do you have any reason to believe you didn't</p> <p>8 receive it?</p> <p>9 A. No.</p> <p>10 Q. Okay. Holly Tusko is the intake manager at KNR;</p> <p>11 is that correct?</p> <p>12 A. Correct.</p> <p>13 Q. And this e-mail is dated June 10, 2014, correct?</p> <p>14 A. Correct.</p> <p>15 Q. And there are other recipients besides you listed</p> <p>16 on this e-mail, correct?</p> <p>17 A. Correct.</p> <p>18 Q. And you could identify at least some of those as</p> <p>19 being other individuals who do investigatory work</p> <p>20 for KNR?</p> <p>21 A. Correct.</p> <p>22 Q. That includes Mike Simpson?</p> <p>23 A. Correct.</p> <p>24 Q. You know that Mr. Simpson gave his deposition</p> <p>25 this morning, right?</p> | <p style="text-align: right;">24</p> <p>1 A. Correct.</p> <p>2 Q. That's about a year after the date that appears</p> <p>3 on the prior e-mail, correct?</p> <p>4 A. It looks like it, yes.</p> <p>5 Q. And, again, there are other recipients besides</p> <p>6 you listed on the e-mail, correct?</p> <p>7 A. Yes.</p> <p>8 Q. And, again, these are individuals -- you could</p> <p>9 identify at least some of these individuals as</p> <p>10 people who did investigatory work for KNR,</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And in this e-mail, Ms. Tusko lists</p> <p>14 various documents and photographs that you were</p> <p>15 supposed to obtain during a sign-up, correct?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. Then at the bottom, it makes -- gives you</p> <p>18 two addresses to where to send your e-mail forms,</p> <p>19 correct?</p> <p>20 A. Correct.</p> <p>21 Q. So when a sign-up is done, you will -- the client</p> <p>22 signs the documents electronically, correct?</p> <p>23 A. Correct.</p> <p>24 Q. And to the extent photographs are taken, they are</p> <p>25 taken on the iPad that you use for purposes of</p> |

| | |
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| <p style="text-align: right;">25</p> <p>1 the sign-up; is that correct?</p> <p>2 A. Correct.</p> <p>3 Q. And then you would send the documents and the</p> <p>4 photographs to KNR via an e-mail?</p> <p>5 A. Correct.</p> <p>6 Q. And that's what these e-mail forms refer to,</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. Do you retain copies of the photographs and the</p> <p>10 signed forms on your iPad?</p> <p>11 A. What do you mean by --</p> <p>12 Q. Did they -- do you retain a file --</p> <p>13 A. Do I take?</p> <p>14 Q. Do you retain, keep them? Do you keep them on</p> <p>15 your iPad?</p> <p>16 A. I mean, it might be there, on there for a little</p> <p>17 bit, but then after stuff gets sent to them it</p> <p>18 would be --</p> <p>19 Q. You delete it after --</p> <p>20 A. Some -- some of like the -- the sign-up things,</p> <p>21 because there gets -- if there gets to be too</p> <p>22 many of them --</p> <p>23 Q. You delete --</p> <p>24 A. -- it's hard to find.</p> <p>25 Q. You delete them from the iPad?</p> | <p style="text-align: right;">27</p> <p>1 A. No, sir. That's mine.</p> <p>2 Q. You purchased your own?</p> <p>3 A. I pay for that. Yes, sir.</p> <p>4 Q. Does KNR pay for your airtime for your telephone?</p> <p>5 A. I pay for everything myself.</p> <p>6 Q. Okay. You testified -- I think you testified</p> <p>7 that assignments for the sign-up comes from</p> <p>8 attorneys; is that right?</p> <p>9 A. Correct.</p> <p>10 Q. And how -- through what means are the sign-ups</p> <p>11 made? Do they call you? Do they e-mail you?</p> <p>12 A. There's usually an e-mail sent. I have a</p> <p>13 calendar, which will pop up, so if another</p> <p>14 attorney would take a call or whatever, so they</p> <p>15 don't set up something over top another, so there</p> <p>16 is a calendar of the people that they would like</p> <p>17 me to meet that day.</p> <p>18 Q. So --</p> <p>19 A. I have been called on after-hour stuff, like if</p> <p>20 it's late at night, I might get a phone call.</p> <p>21 Q. Okay. So for things -- for sign-ups during the</p> <p>22 day, there would be an e-mail sent that would</p> <p>23 bring up your calendar; is that right?</p> <p>24 A. Yeah. There will be an e-mail sent. They'll add</p> <p>25 something to my calendar.</p> |
| <p style="text-align: right;">26</p> <p>1 A. Correct.</p> <p>2 Q. Okay. The same thing with the photographs?</p> <p>3 A. The photographs, they're all still on there.</p> <p>4 Q. Do you maintain a separate file in connection</p> <p>5 with each of the sign-ups that you do?</p> <p>6 A. Well, each -- each one has its own individual</p> <p>7 thing or whatever.</p> <p>8 Q. But do you personally, on behalf of AMC</p> <p>9 Investigations, maintain a separate file for each</p> <p>10 of the sign-ups that you do?</p> <p>11 A. I'm not sure, like when I set up forms, it sets</p> <p>12 up in its own individual file.</p> <p>13 Q. Do you retain a copy of the e-mail that you send</p> <p>14 in, in connection with the sign-up?</p> <p>15 A. Yeah, there is copies of --</p> <p>16 Q. And that's on your hard drive in the iPad?</p> <p>17 A. I don't -- that's getting into stuff that I don't</p> <p>18 know.</p> <p>19 Q. Okay. Did you personally buy the iPad that you</p> <p>20 use in sign-ups?</p> <p>21 A. I did not personally buy it, no.</p> <p>22 Q. That was purchased by KNR?</p> <p>23 A. That was purchased by KNR.</p> <p>24 Q. Is it correct that KNR also purchased your</p> <p>25 telephone?</p> | <p style="text-align: right;">28</p> <p>1 Q. And they do that without ever communicating with</p> <p>2 you directly by e-mail or telephone?</p> <p>3 A. Well, by e-mail, phone, or through my calendar.</p> <p>4 Q. Okay. So the communication to you would be</p> <p>5 through your calendar in those instances?</p> <p>6 MR. POPSON: Objection.</p> <p>7 MR. GRIFFIN: Objection.</p> <p>8 Q. Is that -- is that accurate?</p> <p>9 A. There is usually like the three steps, where it's</p> <p>10 the e-mail, through my calendar, and then phone</p> <p>11 calls sometimes.</p> <p>12 Q. Okay. And, but not all three steps are taken in</p> <p>13 each case?</p> <p>14 A. A lot of -- most of the times, yes, they are.</p> <p>15 Q. Most of the times, all three are taken in</p> <p>16 connection with a sign-up?</p> <p>17 A. Uh-huh.</p> <p>18 MR. GRIFFIN: Is that a yes?</p> <p>19 THE WITNESS: Yeah. Most of the</p> <p>20 time, yes.</p> <p>21 Q. Okay. Do you communicate with the KNR attorney</p> <p>22 who made the assignment for the sign-up after the</p> <p>23 sign-up is completed?</p> <p>24 A. I -- I send an e-mail to them, so they would be</p> <p>25 able to see that e-mail that is sent with all of</p> |

| | |
|--|---|
| <p style="text-align: right;">29</p> <p>1 the information.</p> <p>2 Q. So the e-mail that you send to either intake or</p> <p>3 sign-ups is also copied to the attorney who made</p> <p>4 the assignment?</p> <p>5 A. I'm not sure about that. I know it's sent to who</p> <p>6 KNR would like me to send it to.</p> <p>7 Q. But you don't independently send it to the</p> <p>8 attorney who made the assignment?</p> <p>9 A. I send it to wherever they would like me to send</p> <p>10 it to.</p> <p>11 Q. Okay. Do you -- do you communicate, do you call,</p> <p>12 do you e-mail the attorney --</p> <p>13 A. I will --</p> <p>14 MR. GRIFFIN: Wait. He is not</p> <p>15 done yet.</p> <p>16 THE WITNESS: Oh, sorry. I</p> <p>17 apologize.</p> <p>18 Q. Do you call or e-mail the attorney who made the</p> <p>19 assignment to let them know the assignment has</p> <p>20 been completed?</p> <p>21 A. I didn't -- when these forms and everything get</p> <p>22 sent in they would know that the appointment is</p> <p>23 complete.</p> <p>24 Q. So the answer is, you don't call them or e-mail</p> <p>25 them to let them know the assignment was</p> | <p style="text-align: right;">31</p> <p>1 You know, sometimes if they're couldn't have</p> <p>2 gotten pictures of the car at a certain time,</p> <p>3 sometimes they might say, hey, could you go get</p> <p>4 pictures or we might need you to go get this</p> <p>5 medical record. I might need you to file this.</p> <p>6 I might need you to disburse money. So there</p> <p>7 could be other things they might call me for,</p> <p>8 other than just the normal investigation.</p> <p>9 Q. So there are individual tasks that attorneys may</p> <p>10 ask you to perform separate and apart from these</p> <p>11 sign-ups; is that right?</p> <p>12 A. Correct.</p> <p>13 Q. And are you paid specifically for those</p> <p>14 independent tasks that you handle?</p> <p>15 A. I am not, no.</p> <p>16 Q. Okay. Are you asked to perform those tasks only</p> <p>17 in connection with the cases in which you've done</p> <p>18 the sign-up?</p> <p>19 A. No. I've done tasks on cases that I did not do</p> <p>20 the sign-up.</p> <p>21 - - - -</p> <p>22 (Thereupon, Plaintiff's Exhibit 4 was marked</p> <p>23 for purposes of identification.)</p> <p>24 - - - -</p> <p>25 Q. Let me hand you what's been marked as Czetli</p> |
| <p style="text-align: right;">30</p> <p>1 completed?</p> <p>2 A. I send --</p> <p>3 MR. POPSON: Objection. Go ahead.</p> <p>4 A. Oh, I send an e-mail to these places --</p> <p>5 Q. And that's how you --</p> <p>6 A. -- when it's completed.</p> <p>7 Q. And that's how you alert the firm that it's been</p> <p>8 completed, right?</p> <p>9 A. Yeah, that's how they would know it's completed.</p> <p>10 Q. Okay. Do you communicate with KNR attorneys in</p> <p>11 instances, other than when they're contacting you</p> <p>12 to assign a sign-up?</p> <p>13 A. I mean, yeah, I've talked to them, yes.</p> <p>14 Q. For work purposes, do you communicate with them</p> <p>15 on other occasions, other than when they're</p> <p>16 making an assignment for a sign-up?</p> <p>17 A. If they need me to do any other thing, then, yes,</p> <p>18 I will talk to the attorney.</p> <p>19 Q. What sort of other things will they communicate</p> <p>20 with you about?</p> <p>21 A. Like say if they are unable to get ahold of a</p> <p>22 client, they will ask me if I could drive by that</p> <p>23 location, knock on the door, see if they are</p> <p>24 there, because they're -- they need to talk to</p> <p>25 them, and the client has not called in.</p> | <p style="text-align: right;">32</p> <p>1 Exhibit 4, and ask whether you could identify</p> <p>2 this as a copy of an e-mail that you received</p> <p>3 from Megan Little?</p> <p>4 A. So what is your question?</p> <p>5 Q. My question is, is this a copy of an e-mail that</p> <p>6 you received from Megan Little?</p> <p>7 A. It looks like it was sent to me.</p> <p>8 Q. And you have no reason to believe that you didn't</p> <p>9 receive it?</p> <p>10 A. Correct.</p> <p>11 Q. Megan Little was a paralegal at KNR; is that</p> <p>12 correct?</p> <p>13 A. I do not remember.</p> <p>14 Q. She's identified as such at the bottom of this</p> <p>15 e-mail, correct?</p> <p>16 A. Yeah. That's how -- that's how she's identified</p> <p>17 as, yes.</p> <p>18 Q. And this e-mail was sent both to you and Mike</p> <p>19 Simpson, correct?</p> <p>20 A. Correct.</p> <p>21 Q. And in the e-mail she is asking either you or</p> <p>22 Mr. Simpson to stop at the Cleveland Police</p> <p>23 Department records department to pick up a copy</p> <p>24 of a crash -- traffic crash report for a</p> <p>25 particular client, correct?</p> |

33

- 1 A. Correct.
- 2 Q. Is this a copy of one of -- excuse me. Is this
- 3 an example of one of the individual tasks for
- 4 which you were asked to handle from
- 5 time-to-time-by KNR?
- 6 A. It looks like it.
- 7 Q. Does AMC Investigations have an office?
- 8 A. At the 1679 or whatever.
- 9 Q. Pardon?
- 10 A. The 1679 23rd Street.
- 11 Q. At your home?
- 12 A. Correct. It's just a little home thing.
- 13 Q. Okay. How much time do you spend at your home
- 14 office, work time, I should say, do you spend at
- 15 your home office?
- 16 A. Work time, I mean, it really would -- really
- 17 would depend on if stuff comes up. You know,
- 18 sometimes I could be there for a while or if I'm
- 19 busy out meeting with people, not that much.
- 20 Every day is different.
- 21 Q. Obviously, when you're on assignment, you're not
- 22 in your home office?
- 23 A. Correct.
- 24 Q. But when you're not on assignment, are you
- 25 typically at your home office during work time?

34

- 1 A. If I'm not, and I've already been on sign-up, a
- 2 lot of times I will be in my car, basically.
- 3 Q. Are there any particular tasks for your company
- 4 that you typically perform at the home office?
- 5 Anything that you typically handle while you're
- 6 at the home office?
- 7 A. Occasionally, I'll do -- at the home office, I'll
- 8 do some envelopes for -- for them, but that's a
- 9 separate thing.
- 10 Q. You do some envelopes for KNR?
- 11 A. Yes.
- 12 Q. You mean, like mailers and such?
- 13 A. Correct.
- 14 Q. And how is that separate?
- 15 A. It's totally unrelated to this. It's something
- 16 that they do. Something that I do for extra
- 17 money.
- 18 Q. Oh, you get paid for that?
- 19 A. Correct.
- 20 Q. I forgot to ask you about the payment for the
- 21 sign-up fees. You get paid a flat fee for doing
- 22 a sign-up, correct?
- 23 A. Correct.
- 24 Q. And do you -- does your company issue an invoice
- 25 to KNR in connection with the sign-ups that they

35

- 1 have done?
- 2 A. No.
- 3 Q. Is the company billed for this?
- 4 A. No.
- 5 Q. How -- how is it that payment is made?
- 6 A. Basically, it would be for these ones that get
- 7 sent in to them or whatever, it would -- for me
- 8 basically would be on the honor system that if I
- 9 send one of these in, I expect that the KNR, if I
- 10 have done the proper work, that they would
- 11 compensate me for it.
- 12 Q. So when you say "one of these", you are talking
- 13 about the e-mails?
- 14 A. Yeah, if I send in one of the e-mail things.
- 15 Q. So you don't independently keep a list of the
- 16 sign-ups that you've performed; is that correct?
- 17 A. I mean, I could -- I would be able to go through
- 18 my calendar or e-mails, but I -- I don't really
- 19 keep on it.
- 20 Q. Okay. Has there ever been an occasion when KNR
- 21 did not pay you for a sign-up you performed?
- 22 A. There could have been. I don't believe that they
- 23 have.
- 24 Q. But you are not aware of any situation in which
- 25 you didn't get paid for a sign-up you performed?

36

- 1 A. I'm not aware of it.
- 2 Q. Has there ever been a situation when you went to
- 3 perform a sign-up, where the client refused to
- 4 sign the contingency fee agreement?
- 5 A. Yes.
- 6 Q. Does KNR pay the flat fee under those
- 7 circumstances?
- 8 A. No, I don't get --
- 9 Q. How many times has that happened to you? Do you
- 10 recall?
- 11 A. Not -- it's very rare, just because when I am
- 12 going out there, the people know why I'm out
- 13 there for.
- 14 Q. So they've already talked to the attorney and
- 15 agreed for --
- 16 A. Correct. It's very rare that it happens.
- 17 Q. Okay. Do you --
- 18 A. A lot of times it's the -- people might need to
- 19 wait for like a spouse to come home or they were
- 20 supposed to be there at that time, and they were
- 21 told, until I'm there, don't sign these forms.
- 22 Q. Do you have an understanding of why KNR does not
- 23 pay the flat fee under those circumstances?
- 24 MR. POPSON: Objection.
- 25 Q. You could answer.

37

1 MR. GRIFFIN: He's asking if you
2 know.
3 A. I never really thought about it.
4 Q. Okay. No one has ever told you, right?
5 A. I mean, maybe it's been brought up. I don't --
6 MR. GRIFFIN: Don't guess.
7 A. I don't know.
8 MR. GRIFFIN: So tell him that.
9 A. Yeah, I don't know.
10 Q. Okay. You testified that you sometimes at the
11 home office handle some envelopes for the firm,
12 correct?
13 A. Correct.
14 Q. Is there other work, non-investigatory work, that
15 you've done for the KNR firm?
16 A. I have dropped off supplies for them.
17 Q. Dropped off supplies?
18 A. Uh-huh.
19 Q. You have done that to the Youngstown offices; is
20 that correct?
21 A. Yeah, I have done that to Youngstown.
22 Q. Anywhere else?
23 A. Probably Toledo, Columbus, Cincinnati.
24 Q. In the document production, you produced a series
25 of receipts that were labeled, non-investi --

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1 non-investigative -- or non-investigation fees.
2 Is that what those pertained to?
3 A. Correct.
4 Q. Okay. Anything else they pertain to?
5 A. Not that I remember.
6 Q. Did you do -- have you done any non-investigative
7 work for KNR for which you didn't receive
8 separate payment?
9 A. Not that I know of.
10 Q. Do you ever hang out -- withdraw that. Do you
11 ever spend time at KNR's office when you're not
12 on assignment?
13 A. Yes.
14 Q. How often do you do that?
15 A. It would -- it would depend on if I need to be in
16 there or if I'm in the area for another
17 appointment, sometimes I'll stop in.
18 Q. During a typical week, how much time do you spend
19 at the KNR offices?
20 A. I don't -- last week, I think I was in there
21 one day.
22 Q. Okay. Is it usually more than one day a week
23 that you spend time at the office?
24 MR. POPSON: Objection.
25 A. Like I said, every week, it would -- it would

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1 depend on really up to me.
2 Q. Is there ever a week when you spend -- when you
3 are there every day?
4 A. I don't know if I have been there every day.
5 Q. Do you ever help out around the office at KNR
6 when you're there?
7 A. Sometimes, I have, yes.
8 Q. And tell me how that comes about.
9 A. If I see someone doing something, I'll volunteer
10 to help out if I have nothing to do or whatever.
11 Q. Does anyone ever ask you to help out there?
12 A. Maybe like I've had girls ask me to help them
13 move something or whatever, that's heavy.
14 Q. But nothing beyond that?
15 A. No.
16 Q. Have you discussed this lawsuit with anyone at
17 KNR?
18 A. No.
19 Q. Have you discussed the lawsuit with anyone else?
20 A. No. Just, other than my mom making sure that I
21 do all my things about this.
22 MR. COHEN: Could we take
23 five minutes, please?
24 THE VIDEOGRAPHER: We are going
25 off the record. The time is 1:15.

40

1 - - - -
2 (Thereupon, a recess was had.)
3 - - - -
4 THE VIDEOGRAPHER: We're back on
5 the record. The time is 1:16.
6 MR. COHEN: Mr. Czetli, I have no
7 more questions for you.
8 MR. GRIFFIN: These gentlemen,
9 may.
10 - - - -
11 EXAMINATION OF AARON CZETLI
12 BY MR. POPSON:
13 Q. I have just a few, Mr. Czetli.
14 A. Okay.
15 Q. I'm Jim Popson. I represent KNR.
16 A. Okay.
17 Q. Just a couple questions for you. You mentioned
18 that KNR provided you with an iPad to gather
19 information, correct?
20 A. Correct.
21 Q. Do you recall when that was given to you,
22 approximately when or not?
23 A. I do not.
24 Q. Okay.
25 A. I -- I remember they really -- they wanted me to

| | |
|---|--|
| <p style="text-align: right;">41</p> <p>1 have one. I was always old school with the</p> <p>2 paperwork or whatever, because I'm not -- I don't</p> <p>3 like technology that good.</p> <p>4 Q. All right. So there was a period of time where,</p> <p>5 you don't know how long, but there was a period</p> <p>6 of time where you didn't have an iPad?</p> <p>7 A. Correct.</p> <p>8 Q. And how did you gather the information when you</p> <p>9 didn't have the iPad? What did you do?</p> <p>10 A. Everything was done by hand, and with actual</p> <p>11 paperwork.</p> <p>12 Q. Okay. So they give you an iPad. What about your</p> <p>13 car? Who owns your car?</p> <p>14 A. I own my car.</p> <p>15 Q. Do you -- who pays for the insurance for your</p> <p>16 car?</p> <p>17 A. I pay for the insurance for the car.</p> <p>18 Q. What about the gas for the car, who pays for the</p> <p>19 gas?</p> <p>20 A. I pay for gas.</p> <p>21 Q. Do you receive health insurance benefits from</p> <p>22 KNR?</p> <p>23 A. I do not.</p> <p>24 Q. Vacation time, you don't get paid for vacation</p> <p>25 time?</p> | <p style="text-align: right;">43</p> <p>1 A. Correct.</p> <p>2 Q. Or dropping off records?</p> <p>3 A. Correct.</p> <p>4 Q. You ever have to go to a salvage yard and look</p> <p>5 for a car before?</p> <p>6 A. Correct.</p> <p>7 Q. Do you deliver motions to the courts sometimes?</p> <p>8 A. Correct.</p> <p>9 Q. Or pleadings?</p> <p>10 A. I have.</p> <p>11 Q. Have you had to go verify witnesses or talk to a</p> <p>12 witness before?</p> <p>13 A. I have.</p> <p>14 Q. Have you ever had to verify addresses of</p> <p>15 witnesses or companions?</p> <p>16 A. Yes.</p> <p>17 Q. All right. And those are things that are done</p> <p>18 after that initial sign-up, right?</p> <p>19 A. Correct.</p> <p>20 Q. And when you do those additional tasks for a file</p> <p>21 that you did the sign-up on, do you -- is that</p> <p>22 included in the original \$50 that you got paid,</p> <p>23 those additional services?</p> <p>24 A. Correct.</p> <p>25 MR. POPSON: All right. Nothing</p> |
| <p style="text-align: right;">42</p> <p>1 A. No.</p> <p>2 Q. Do they have a 401k or anything like that for</p> <p>3 you?</p> <p>4 A. No.</p> <p>5 Q. You were asked a question a little bit earlier</p> <p>6 about not getting paid when the person does not</p> <p>7 sign the paperwork. Do you recall that question?</p> <p>8 A. Correct.</p> <p>9 Q. All right. When they don't sign the paperwork, I</p> <p>10 take it that when you leave there you haven't</p> <p>11 gathered all of that list of information that was</p> <p>12 requested to be gathered, correct?</p> <p>13 A. Correct.</p> <p>14 Q. Okay. And it's true they're paying you to go out</p> <p>15 there and gather that information, right?</p> <p>16 A. Correct.</p> <p>17 Q. KNR provides you with any training on how to do</p> <p>18 your job, like how to be an investigator?</p> <p>19 A. Not really.</p> <p>20 Q. When a case -- when a case you have been given an</p> <p>21 investigator fee for, because you went and did</p> <p>22 the sign-up and then you mentioned that later on</p> <p>23 sometimes you are asked to do additional tasks?</p> <p>24 A. Correct.</p> <p>25 Q. Would some of those include picking up records?</p> | <p style="text-align: right;">44</p> <p>1 further.</p> <p>2 - - - -</p> <p>3 <u>RE-EXAMINATION OF AARON CZETLI</u></p> <p>4 <u>BY MR. COHEN:</u></p> <p>5 Q. I have a few follow-ups. Mr. Czetli, you</p> <p>6 testified that when you do those follow-up tasks,</p> <p>7 it wasn't always in connection with cases in</p> <p>8 which you had done the sign-up, correct?</p> <p>9 A. What do you mean by --</p> <p>10 Q. When you go, for instance, to verify a witness or</p> <p>11 verify a client or take a photograph at a junk</p> <p>12 yard, it wasn't always in connection with a case</p> <p>13 in which you had done the sign-up, correct?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. You would have been talking about asking</p> <p>16 about verifying witnesses. I just want to make</p> <p>17 it clear, are you a notary public?</p> <p>18 A. No, sir.</p> <p>19 Q. Okay. So you --</p> <p>20 MR. COHEN: Okay. That's all I</p> <p>21 have.</p> <p>22 MR. DAGON: I have nothing.</p> <p>23 MR. POPSON: No further questions.</p> <p>24 MR. GRIFFIN: He's going to read.</p> <p>25 THE VIDEOGRAPHER: This now</p> |

Aaron Czetli

Sandra Kurt, Summit County Clerk of Courts