

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

<p>MEMBER WILLIAMS,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>KISLING, NESTICO & REDICK, LLC, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. CV-2016-09-3928</p> <p>Judge Alison Breaux</p>
<p>PLAINTIFF’S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT</p>	

Named Plaintiff Member Williams and new Named Plaintiffs Naomi Wright and Matthew Johnson move under Civ.R. 15(A) and Civ.R. 15(E) for leave to file the proposed Second Amended Complaint attached as **Exhibit 1**. The proposed amendment is based on newly discovered evidence, including from new Named Plaintiffs, former KNR clients Ms. Wright and Mr. Johnson, who contacted Plaintiffs’ counsel after the filing of the original Complaint in this action. This new evidence, set forth in detail in the proposed Second Amended Complaint, includes a number of internal KNR documents, provided by former KNR attorneys, showing that Defendants maintain unlawful kickback relationships with a network of chiropractors at the expense of their clients, and also received kickbacks from a loan company, Liberty Capital Funding, that Defendants would recommend to their clients for loans that carried extremely high fees and compounding annual interest rates of 49% and higher. The Second Amended Complaint also contains new allegations regarding the “investigation fee” scheme alleged in the original

Complaint, based on newly discovered internal KNR documents that further reveal the fraudulent nature of the so-called “investigation fee,” and new allegations regarding the personal responsibility of Defendant Nestico and new Defendant Robert Redick for the unlawful conduct undertaken by KNR. All documents referenced in the proposed Second Amended Complaint are attached to that document as **Exhibit F**.

This motion incorporates by reference Plaintiff Williams’s Motion for Reconsideration of the Court’s March 16, 2017 Order dismissing Williams’s claims against Defendant Nestico. Williams’s Motion for Reconsideration was filed concurrently with this motion and sets forth black letter Ohio law requiring that Nestico remain as an individual Defendant on Williams’ claims, as well as on new Plaintiffs’ claims, as alleged in the attached proposed Second Amended Complaint.

Civ.R. 15(A) requires the Court to “freely give leave” to parties seeking to amend pleadings “when justice so requires.” “[T]he language of Civ.R. 15(A) favors a liberal amendment policy and a motion for leave to amend should be granted absent a finding of bad faith, undue delay, or undue prejudice to the opposing party.” *State ex rel. Vindicator Printing Co. v. Wolff*, 132 Ohio St.3d 481, 487, 2012-Ohio-3328 (quoting *Hoover v. Sumlin*, 12 Ohio St.3d 1, 6 (1984)).

This motion is made in good faith and not for the purpose of delay. No party will be unduly prejudiced by this motion, especially given that a preliminary status conference has not yet occurred, a case calendar has not yet been set, and the parties have not yet produced documents or taken any depositions. For these reasons, the Court should grant leave to file the attached Second Amended Complaint.

Dated: March 22, 2017

Respectfully submitted,

THE CHANDRA LAW FIRM, LLC

/s/ Peter Pattakos

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CERTIFICATE OF SERVICE

The foregoing document was served on all necessary parties by operation of the Court's e-filing system on March 22, 2017.

/s/ Peter Pattakos

One of the Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

MEMBER WILLIAMS
715 Woodcrest Drive
Wadsworth, Ohio 44281

NAOMI WRIGHT
873 Carroll Street
Akron, Ohio 44305

MATTHEW JOHNSON
805 Thayer Street
Akron, Ohio 44310

Plaintiffs,

vs.

KISLING, NESTICO & REDICK, LLC
4490 Litchfield Drive
Copley, Ohio 44321

ALBERTO R. NESTICO
Kisling, Nestico & Redick
3412 West Market Street
Fairlawn, Ohio 44333

ROBERT W. REDICK
Kisling, Nestico & Redick
3412 West Market Street
Fairlawn, Ohio 44333

Defendants.

Case No. CV-2016-09-3928

Judge Alison Breaux

SECOND AMENDED CLASS-ACTION COMPLAINT WITH JURY DEMAND

EXHIBIT 1

I. NATURE OF THE ACTION

1. Defendants Alberto R. “Rob” Nestico and Robert W. Redick own and manage Kisling, Nestico & Redick, LLC (“KNR”), a Northeast-Ohio-based personal-injury law firm that has unlawfully grown its business by systematically violating the Ohio Rules of Professional Conduct, breaching its fiduciary duties to its clients, and engaging in calculated schemes to deceive and defraud them. By their unlawful, deceptive, fraudulent, and predatory business practices, Defendants have degraded the profession, and warped the market for legal services to the detriment of honest lawyers, consumers, and the administration of justice statewide.

2. Specifically, Defendants have developed unlawful quid pro quo referral relationships with a network of chiropractors whose interests, along with their own, Defendants prioritize over their clients.’ Defendants circumvent Ohio’s prohibition against direct client-solicitation by unlawfully communicating through these chiropractors to solicit car-accident victims without disclosing the quid pro quo nature of the relationship. By this practice, Defendants rob their clients of their right to unconflicted counsel, and do so in the wake of painful car accidents when the clients are at their most vulnerable. Defendants rope these clients in by promising them quick cash by way of an immediate high-interest loan that Defendants help to facilitate, and then further abuse them by coercing them into unwanted healthcare, and by unlawfully diverting client funds to the chiropractors to maintain the quid pro quo relationships.

3. To further monetize their extreme and unlawful solicitation practices, Defendants have engaged in a deliberate scheme to defraud their clients by charging them fees for so-called “investigations” that are never actually performed. KNR’s so-called “investigators” do nothing more than chase down car-accident victims at their homes and other locations to sign them to KNR fee agreements as quickly as possible, for Defendants’ exclusive benefit, to keep potential clients from

signing with competitors. Yet Defendants charge their clients after the fact for having been solicited in this way by adding a misleadingly named “investigation fee” to each client’s settlement statement, taking advantage of their position of trust and its clients’ natural eagerness to obtain settlement funds by conditioning disbursement of such funds on the clients’ unwitting approval of the fee.

4. Additionally, in 2012, Defendants established a quid pro quo relationship with a loan company, Liberty Capital Funding, LLC, that provided loans to its clients at extremely high annual rates of 49% and higher, plus fees. Defendants assisted Liberty Capital in forming its business and directed KNR clients to borrow from Liberty Capital. In turn, Liberty Capital provided unlawful kickback payments to Defendants for every client that KNR referred for a loan.

5. This is a class action under Ohio Civ.R. 23, alleging claims under Ohio law for fraud, breach of fiduciary duty, breach of contract, unjust enrichment, and deceptive trade practices under R.C. 1345.09.

6. Unless otherwise specified, the practices described in this complaint date back to KNR’s founding in 2005 and are ongoing.

7. The allegations contained in this Second Amended Complaint are based on information provided by the Named Plaintiffs, as well as former KNR attorneys who are Plaintiffs’ source of many of the documents quoted herein, and will testify to the accuracy of Plaintiffs’ allegations.

II. PARTIES

8. Defendant KNR is an Ohio law firm focusing on personal-injury cases, mainly representing car-accident victims. Founded in 2005, KNR has three offices in the Cleveland area—in Independence, Beachwood, and Westlake—and a single office in each of the Akron, Canton, Cincinnati, Columbus, Dayton, Toledo, and Youngstown areas. KNR markets its services to the

public through a ubiquitous multimedia advertising campaign with the tagline “Hurt in a car? Call KNR.”

9. Plaintiff Member Williams is a Wadsworth, Ohio resident and was a KNR client from September 2013 until August 2015. Defendants represented Williams as her attorneys under a contingency-fee agreement in connection with a car accident in which she was injured. Defendants recovered a settlement on Williams’s behalf and, before disbursing settlement proceeds to her, required her to execute a Settlement Memorandum as described below. As with their other clients, Defendants fraudulently charged Ms. Williams for an “investigation fee” as described below. Ohio law requires Defendants to reimburse this illegal fee to Ms. Williams and all other current and former KNR clients who were so charged.

10. Plaintiff Naomi Wright is an Akron, Ohio resident who was injured in two car accidents in August 2016. Defendants unlawfully solicited Wright through their associates at Akron Square Chiropractors, and deceived and coerced her into accepting a conflicted legal representation, unwanted medical care, and a high-interest loan agreement as described below. After Ms. Wright terminated Defendants’ services due to their coercive conduct, KNR asserted liens against her lawsuit proceeds. Ohio law entitles Ms. Wright—and all other current and former clients who were solicited through KNR and ASC’s unlawful kickback relationship—to a declaratory judgment that all such liens asserted by KNR are void as a matter of law, and to reimbursement of all funds that Defendants collected under these liens.

11. Plaintiff Matthew Johnson is an Akron, Ohio resident who was injured in a car accident in 2012. Defendants recommended to Johnson that he take out a \$250 loan with Liberty Capital, guaranteed by the prospective proceeds of his lawsuit, at an annual rate of 49%, compounded semi-annually, with \$70 in processing fees that also accrued interest at the same rate.

Defendants did not disclose to Mr. Johnson that they received a kickback payment in connection with his loan. Ohio law entitles Mr. Johnson—and all other current and former clients who have paid interest and fees in connection with Liberty Capital loans—to reimbursement by Defendants of all interest and fees paid on these loans.

12. Defendants Alberto R. Nestico and Robert W. Redick are Ohio residents who, at all relevant times, owned and controlled KNR and caused the corporation to engage in the conduct alleged in this Complaint.

III. JURISDICTION AND VENUE

13. The Court has original jurisdiction under R.C. 2305.01. Removal under the Class Action Fairness Act (28 U.S.C. § 1453) would be improper because two-thirds or more of the members of the proposed class are Ohio citizens, the primary defendants are Ohio citizens, and the primary injuries alleged occurred in Ohio.

14. Venue is proper under Ohio Civ.R. 3(B) because Defendant KNR is headquartered in Summit County and conducted activity in Summit County that gave rise to the claim for relief, including the use of a Summit County offices to solicit clients who were victims of the unlawful practices at issue.

IV. FACTUAL ALLEGATIONS

A. **KNR unlawfully solicits clients through a network of chiropractors with whom it maintains unlawful quid pro quo referral relationships, at the expense of its clients.**

15. Plaintiff Wright was in a car accident on August 2, 2016, and again on August 29, 2016.

16. On or about August 7, 2016, a representative of Akron Square Chiropractic (ASC), who had apparently accessed a report of Wright's August 2 car accident, called Wright by phone, offering to pick her up in an automobile to transport her to its office on Arlington Street in Akron

and provide her with chiropractic care. This ASC representative advised Wright that she was likely to be approached by other telemarketers in connection with her accident, that those telemarketers were untrustworthy, and that she should not talk to them or any other chiropractors or lawyers about her case.

17. When Wright arrived at the ASC office for treatment, she was in severe pain from her car accident. At this initial meeting, an ASC representative put her in a room with a telephone and suggested that Wright speak with “our attorneys.” The ASC representative then dialed the phone to connect with a representative of KNR, and handed the phone to Ms. Wright, at which point the KNR representative solicited her. As part of the solicitation, the KNR representative told Ms. Wright that KNR would obtain money for her in a lawsuit, and would also provide her a cash advance on her lawsuit proceeds “within a week or two.” ASC had copies of KNR fee agreements on site, and provided one for Wright to sign. Wright trusted ASC and signed the agreement with KNR on ASC’s advice.

18. ASC never advised Wright that it maintained a quid pro quo referral relationship with KNR.

19. Ms. Wright was unaware that KNR has established a quid pro quo relationship with ASC, and other healthcare providers, under which KNR and the providers exchange benefits, including referrals and guarantees of payment on behalf of KNR’s unwitting clients.

20. For example, while Ohio Rule of Professional Conduct 7.3 prohibits attorneys from soliciting potential clients in person or by phone, ASC agrees to phone potential clients on KNR’s behalf and to refer these clients to KNR for legal services. In turn, KNR agrees to refer its own clients to ASC for chiropractic care, pressures these clients to treat with ASC whether they want to or not, and promises ASC that its clients from KNR will pay a certain rate for their healthcare.

21. KNR's internal correspondence reveals that it routinely solicits patients through chiropractors. For example, on June 3, 2014, KNR office manager Brandy Lamtman¹ wrote to KNR's prelitigation support staff (KNR staff who were assigned to work on the prelitigation phase of KNR-client matters): "We have two intakes today that were referred to ASC and they are signing forms there."² As the email shows, it was a routine practice for KNR to keep copies of its engagement agreement at ASC offices for ASC staff to provide to potential clients. On January 14, 2014, KNR intake manager Holly Tusko wrote to all KNR attorneys and intake staff: "If a doctor calls in and asks for a specific attorney you RING THIS out to the attorney intake button. ... When the doctor calls and the patient is there with them, THAT is when the intake gets completed by the attorney that will get the case." This email shows that it was routine practice for certain chiropractors to advise their clients to call KNR offices, and directly participate in these phone calls.

22. Reciprocal referral agreements like the one between KNR and ASC constitute a conflict of interest, barred by Prof.Cond.R. 1.7. And Prof.Cond.R. 7.3, comment [5] expressly states, "A reciprocal referral agreement between lawyers, or between a lawyer and a nonlawyer, is prohibited." The Supreme Court of Ohio's Board of Professional Conduct (previously known as Commissioners on Grievances and Discipline) explained the prohibition of attorney-chiropractor reciprocal referral relationships in formal Opinion 2004-9:

An attorney may not enter an agreement with the chiropractor for mutual referral of clients; may not reward or compensate a chiropractor for a referral; and may not request that the chiropractor recommend the attorney's legal services to the chiropractor's

¹ Ms. Lamtman changed her last name from Brewer at some point during the course of conduct alleged in this Second Amended Complaint. While her name appears as Brewer in some of the documents quoted in this Complaint, she is referred to as Lamtman throughout.

² All of the emails referenced in this Second Amended Complaint are attached as **Exhibit F** in the order in which they appear herein. Where these emails contain KNR-client-specific information, that information has been redacted by former KNR attorneys who redacted the documents before having provided them to Plaintiffs.

clients. ... For example, if an attorney believes it is in the client's best interest to see a chiropractor and the client needs guidance in choosing a chiropractor, the attorney may provide several names of chiropractors so that the client may freely choose. If a chiropractor's patient needs legal services, the client should come to an attorney voluntarily having exercised free choice, not as a condition imposed by the chiropractor. The exercise of an attorney's professional independent judgment on behalf of a client demands that there be no mutual referral agreements, no rewards or compensation for recommendations or referrals, and no improper self-recommendation of legal services. Disinterested and informed recommendations are best for a client. An attorney and a chiropractor should not engage in any conduct involving or implying there is a business relationship between the two.

23. Defendants' conduct routinely and flagrantly violates these principles at the expense of their clients.

B. KNR's internal correspondence shows that it routinely directs its clients to treat with certain healthcare providers depending on KNR's business interests and without regard for its clients' interests, in violation of Ohio law.

24. To maintain its relationships with ASC and other providers, KNR tracks both its outgoing referrals and referral sources for each client to carefully monitor whether KNR and the chiropractors are meeting their obligations under their quid pro quo arrangements.

25. KNR tracks every client's referral source and uses e-mails and whiteboards, which KNR calls "chiro boards," to dictate instructions for which chiropractors and doctors KNR clients should be sent to at any given time. KNR makes these determinations based on prearranged agreements with the providers, as well as on the number of clients the doctors or chiropractors have referred to KNR. If a certain healthcare provider has referred KNR a certain number of clients, KNR will refer a proportionate number of its clients to that provider. KNR management constantly updates its chiro boards and e-mails instructions to its staff in an effort to maintain these proportions.

26. Defendants' decisions as to which chiropractors to refer to its clients have nothing to do with clients' needs and everything to do with Defendants' desire to maintain the quid pro quo referral relationships, and its expectation that the chiropractors will send it a commensurate number of referrals in return.

27. For example, on November 15, 2012, Nestico emailed KNR staff stating: "Please make sure to refer ALL Akron cases to ASC [Akron Square Chiropractic] this month. We are 30-0." Nestico's statement that "[w]e are 30-0" meant that ASC had referred KNR 30 cases that month while KNR had not yet referred any clients to ASC.

28. On August 21, 2013, Lamtman emailed KNR's prelitigation attorneys (KNR attorneys who were assigned to work on the prelitigation phase of KNR-client matters) about the A Plus Injury chiropractic clinic, stating, "Please do not send any more clients there this month. We are 6 to 1 on referrals."

29. On May 29, 2012, Lamtman e-mailed KNR's attorneys and staff explaining as follows: "I had a chiropractor call me on Friday to review the number of cases she sent to us and we sent to her. I was unable to tell her how many we sent to her because this information was not in the referred to box in the case. I remembered that we did send her a couple of cases, but I wasn't sure of the details. This is why it is VERY important that this information is properly entered on the intake sheet. PLEASE make sure you are filling in ALL information on the intake sheet."

30. On January 27, 2014, Lamtman forwarded KNR staff an email from paralegal Courtney Warner stating that, "Deaconess Chiro[practic clinic] called ... wants us to email them the names of ALL clients we referred in January, and going forward email the clients we refer every time we refer."

31. On June 9, 2014, Lamtman wrote to KNR's pre-litigation attorneys: "Please make sure you are using the chiro boards. When I left on Wednesday I switch [sic] Akron to Akron Injury and you sent ZERO cases there and 4 to ASC, I also added Tru Health and removed Shaker Square and you sent 3 cases to Shaker Square and ZERO to True Health. Core was removed as well and you sent a case there!"

32. On October 17, 2012, Lamtman wrote to all KNR pre-litigation attorneys: "I just noticed that we've sent 2 cases to A Plus when these cases could've gone to Shaker, who sends us way more cases. I've sent this email three times now, please note this"

33. On May 22, 2013, Lamtman sent all pre-litigation attorneys and intake staff the following admonition, copying Nestico: "I have spent a significant amount of my day fixing referral mistakes. PLEASE make sure the information that you give and receive is listed on the intake sheet. Just this month alone there were 13 mistakes made by your [sic] regarding the referred to's [sic]. This cannot happen. I work hard to maintain a close relationship with chiropractors and I am in contact with most of them several times a day. Furthermore, every single intake that gets done by attorneys, an email should be sent indicating what the referral is, where the case is referred to and how/when/who is signing case."

34. On May 17, 2013, Lamtman wrote to all KNR attorneys: "I cannot stress the importance of this enough, you MUST put the referred to on the intake sheet. I just fixed 3 cases today!!! This is VERY VERY VERY important."

35. On June 4, 2013, KNR intake manager Holly Tusko wrote to all KNR attorneys and intake staff: "I CANNOT express enough the importance of making sure that the referred by's [sic] are correct (regardless if it's chiros, directs, etc. ... If they received a Direct mail YOU MUST ASK if they received a red bag on their door or if they received a mailer in their mailbox."

36. Defendants routinely send their clients to certain chiropractors even when they know that doing so will actually be detrimental to their clients. For example, ASC is part of a network of chiropractic clinics operated by Michael Plambeck that was sued in various courts by both Allstate and State Farm insurance companies. The insurance companies alleged that the chiropractors conspired with a network of lawyers and telemarketers to fraudulently inflate billings. Defendants knew about these lawsuits and knew that these insurance companies, which provided coverage for the defendants in countless KNR-clients' cases, would view client treatment at Plambeck clinics as inherently suspect and treat the KNR-clients' cases accordingly. Yet Defendants had no concern for this in continuing to pressure their clients to treat at ASC and other Plambeck clinics, thus prioritizing their own kickback arrangement with the chiropractors over the interests of their clients.

37. Defendants' special kickback relationship with Plambeck requires them to provide preferential treatment to Plambeck clinics like ASC. For example, KNR sends ASC all its so-called "red bag" referrals. Red-bag referrals are cases where Defendants located car accident victims from publicly available crash reports and would then send an employee or agent to the victim's place of residence, without consent, to hang a "red bag" of KNR promotional materials on the victim's doorknob. These materials include a fake dollar bill mocked up with KNR branding and the phrases "GET MONEY NOW" and "Kisling, Nestico and Redick Can Help You Get a CASH ADVANCE On Your Settlement." See **Exhibit A**. These materials also contain the phrase: "\$\$LET US GET MONEY FOR YOU\$\$." *Id.* KNR obsessively reminds its attorneys and staff by email that all red-bag referrals are to be sent to ASC.

38. Defendants' decision to send all red-bag referrals to ASC has nothing to do with their client's needs and everything to do with their desire to maintain their quid pro quo referral

relationship with ASC, and their expectation that ASC will send them a commensurate number of referrals in return.

39. For example, on July 17, 2013, Lamtman emailed KNR's prelitigation attorneys: "Today we sent 3 to ASC Please get the next Akron case to Dr. Holland at Akron Injury. Please just make sure it's not a red bag referral and not a current or former client that treated at ASC."

40. On June 19, 2014, Lamtman emailed KNR's prelitigation attorneys: "Twice in the past week, I've learned that ASC has roped in companions from OUR referrals. You must indicate if there are companions on the intake and you MUST try to rope them in. Obviously you cannot call them, but we don't have this problem with Paul or our Columbus attorneys as they do a great job with this. This is a BIG problem in Akron." While it would not otherwise matter who "roped in" the clients, since KNR would be providing legal services to them in any event, the reason that Lamtman was so concerned that the referral was "roped in" by ASC as opposed to KNR is that such "roping in" created a deficit as to the number of referrals that KNR then owed to ASC, as opposed to the other way around.

41. Defendants were so protective of their quid pro quo referral relationship with ASC that they would take extra care to ensure that every client who had any affiliation with ASC would be directed to treat at ASC and not at a competing clinic. For example, on December 16, 2014, Lamtman emailed KNR prelitigation attorneys: "We need to get cases over to [another chiropractic clinic located in the Akron area]. Please make sure companion to cases [*sic*] aren't at ASC, they haven't treated at ASC in the past. No affiliation whatsoever at ASC!" Here, KNR wanted to reward the other Akron-area clinic for sending it some cases, but also did not want to risk offending ASC, with whom it had a preferential kickback relationship.

42. To further protect their relationship with ASC, Defendants would screen ASC cases for potential issues regarding insurance coverage. For example, on September 14, 2014, Lamtman emailed the following instructions to KNR prelitigation attorneys and their support staff, copying Defendant Nestico: “When there is an insurance issue or even the possibility of insurance issues on ASC cases, please send an email to akron2@csgonline.net and Katie@managementservices4u.com with the information. This MUST be done. Thank you.” Here, KNR was attempting to protect ASC from providing treatment for which it might not be compensated. As with the red-bag referrals, KNR did not extend the same privilege to other chiropractors with whom it worked. This privilege had nothing to do with the quality of care provided by ASC and everything to do with KNR’s kickback relationship with ASC.

43. Defendants would further reward their high-referring chiropractors like ASC by taking them on vacations to locations like Cancun, Mexico, and Punta Cana in the Dominican Republic. On November 6, 2013, Lamtman emailed “room arrangements” for a trip to Cancun that KNR arranged for Nestico, Redick, their “prelit intake” attorneys, and their highest referring doctors and chiropractors, including Minas Floros of ASC, and Sam Ghoubril, a “pain management” doctor with whom Nestico maintains close personal and business relationships.

C. KNR pressures its clients into unwanted healthcare to serve the interests of the providers with whom it maintains quid pro quo relationships.

44. As a matter of firm policy, KNR pressures its clients to obtain treatment from ASC and other chiropractors and doctors with whom it maintains quid pro quo relationships, even when the client would prefer to treat elsewhere. When clients resist this pressure, KNR tells the clients, falsely, that their cases will be damaged if they do not treat with KNR-preferred providers, and subtly or explicitly threatens to drop the clients’ cases. Thus, healthcare providers refer cases to

KNR knowing that KNR will pressure these clients into continuing to treat with them, and also into making multiple billable visits to the providers.

45. For example, when Named Plaintiff Naomi Wright explained to her KNR attorney, Devin Oddo, that she no longer wanted to treat with ASC due to the substandard care they were providing her, Attorney Oddo, following the policy dictated to him by Defendants, told her that she would have to continue to treat with ASC or it would hurt her case. This caused Ms. Wright to suffer severe emotional distress, and caused her to seek new legal representation to replace KNR on her personal-injury claims.

46. Ms. Wright's experience was not unique. For example, on March 26, 2013, Lamtman emailed all KNR attorneys: "If you do an intake and the person already has an appointment with a chiropractor we do not work with, either pull it and send to one of our doctors or call the chiropractor directly. You MUST do this on all intakes, otherwise the chiropractor will pull and send to one of their attorneys." Here, Lamtman was instructing the attorneys to "pull" the KNR clients away from their chosen chiropractors and send them to a chiropractor that KNR "works with." As the rest of Lamtman's message makes clear, this instruction had nothing to do with the clients' interests and everything to do with KNR's desire to maintain control over the clients and not lose them to other attorneys.

47. On May 1, 2013, Lamtman wrote to KNR prelitigation attorneys: "This happens frequently so we wanted to address this with all of you. When doing an intake, just [because] they tell you they are treating with PCP [a primary-care physician], doesn't mean you shouldn't refer to a chiro. Always refer to a chiro bc they can do both." Here, Lamtman was instructing KNR attorneys to pressure their clients into chiropractic care even when the clients stated, as they "frequently" did,

that they were already treating with their chosen doctor and did not want to treat with KNR's chiropractor.

48. In fact, as a matter of firm policy, KNR management instructed its staff to call the chiropractors directly to schedule appointments for their clients. On March 12, 2013, Lamtman wrote to KNR prelitigation attorneys, copying Nestico: "PLEASE make sure you are calling the chiro and scheduling the appointment. This has been discussed before." And on A24, she wrote: I know that many of you already do this, but for those of you that do not, PLEASE put the intake on hold and call the chiropractor's office and set up the appointment for the client and then let the client know the time they need to be there. It is IMPERATIVE that this gets done. Paralegals, when you do your first phone call with the client after the case gets opened, make sure the client went to see the chiropractor."

49. The predatory nature of Defendants' relationship with the chiropractors is made clear by the fact that Defendants would not pressure certain preferred clients into chiropractic care. For example, in September 2013 Lamtman referred one of her friends to KNR, and on September 16, 2013 wrote to then-KNR attorney Robert Horton: "Since she is a nurse, she may not want chiro. Feel her out before you refer. She may want family doc and PT." The great majority of KNR clients received no such consideration before KNR pressured them into chiropractic treatment.

50. As for Ms. Wright, after she terminated KNR's representation due to the pressure it placed on her to obtain what she viewed as substandard chiropractic care, KNR wrote a letter dated January 11, 2017, to Safe Auto Insurance Company, who insured the parties who caused Wright's car-accident. In this letter, KNR "assert[ed] a charging lien" of "33 1/3% [of] ... whatever final settlement amount is paid" to Wright, plus "verified case expenses in the amount of \$348.87." On March 15, 2017, KNR wrote to Wright's new attorney, Matthew Ameer, "asserting a charging lien

for ... the contractually agreed upon percentage quantum meruit [*sic*] of \$2,430.00 on [Wright's] 8/2/16 accident and \$900 on [her] 8/29/16 accident ... in addition to verified case expenses" in the amount of \$348.87. These lien letters are attached as **Exhibit B**, and are representative of the liens that KNR has asserted against the lawsuit proceeds of every client who has terminated its services.

D. KNR serves the interests of its preferred healthcare providers at the expense of its clients by guaranteeing its clients' payments to the providers, and failing to disclose the conflict of interest to its clients.

51. Defendants also reward their quid pro quo providers by guaranteeing the providers' fees on KNR clients' cases.

52. KNR's standard fee agreement, attached as **Exhibit C** and discussed in more detail below, contains a provision by which each KNR client "authorizes and directs [KNR] to deduct from [the client's] share of proceeds and pay, directly to any doctor, hospital, expert or other medical creditor, any unpaid balance due them for [the client's] care and treatment." By this provision, KNR unlawfully purports to contract around its duty to negotiate the best possible settlement result *for its clients*, as opposed to third parties.

53. It is standard industry practice for healthcare providers to accept significant reductions to their bills, and for personal-injury lawyers to negotiate their clients' case-related healthcare bills to the lowest amount possible before finalizing a settlement. The idea, of course, is to maximize value for the client—the sole person to whom the lawyer owes a duty of loyalty.

54. Defendants fail to advise their clients of this standard industry practice, and fail to advise their clients of their quid pro quo relationship with the providers, thus failing to disclose their conflict of interest between their clients and the providers, and breaching their fiduciary duties to their clients. Due to this undisclosed conflict of interest, Defendants fail to negotiate industry-standard reductions to their clients' healthcare bills.

E. KNR charges fraudulent “narrative fees” to its clients as part of a scheme to reward chiropractors who solicit and refer clients to KNR

55. To further incentivize chiropractors, including those at ASC, to refer clients to KNR, Defendants devised a way to divert even more of their clients’ money to these providers. They do so by paying certain providers a “narrative fee” for every referred client, and then fraudulently deducting that fee as an expense from the amounts recovered on each client’s behalf, as with the “investigation fee” described below. These narrative fees are ostensibly paid to the chiropractors in exchange for a narrative summary of the client’s injuries to use in negotiating a settlement with the opposing party.

56. But these narratives are worthless. In most if not all cases, the narratives consist entirely of material cut directly from the client’s medical records and pasted into a form. The narratives never contain any information that is not readily apparent and easily accessible from the client’s medical records. Defendants know the narratives do not make an opposing party any more likely to settle a client’s case, that the narratives would not make a finder of fact any more likely to resolve an issue in a client’s favor, and that the narratives add no value to their client’s cases.

57. The narrative fees are nothing more than kickback payments to referral sources. Defendants’ decision to pay these fees—and then charge their clients for them—has nothing to do with individual clients’ needs and everything to do with Defendants’ desire to maintain their quid pro quo/kickback relationships with the chiropractors. Indeed, Defendants selectively paid narrative fees only to certain cherry-picked group of high-referring chiropractors, including ASC chiropractors, as KNR management dictated to the firm’s rank-and-file attorneys.

58. For example, on October 2, 2013, Lamtman sent a “High Priority” email to all of KNR’s litigation and pre-litigation attorneys and support staff stating, “[t]hese are the only Narrative

Fees that get paid,” before listing a series of chiropractors and instructions for payment of the narrative fees. Evidently, “narratives” from other chiropractors were of no value.

59. Defendants took deliberate steps to ensure that the narrative fees would avoid scrutiny, including by maintaining a policy that narrative fees would not be paid in cases involving clients under 18 years old. Defendants adopted this policy because Ohio law provides that settlements for minors are subject to a county probate court’s review and approval under R.C. 2111.05 and 2111.18, and Sup. R. 67–68.

60. Because Defendants knew that their narrative-fee scam would not withstand probate-court scrutiny, they routinely reminded KNR attorneys and staff that narrative fees should not to be paid on cases involving clients under 18 years old. For example, on April 2, 2014, Lamtman emailed all KNR pre-litigation attorneys and staff to instruct them in capital letters: “NO NARRATIVES ARE TO BE PAID ON ANY MINOR PATIENT!”

61. KNR’s rank-and-file attorneys knew these narrative fees were fraudulent and expressed their disapproval of these fees to KNR management. For example, on November 28, 2012, then-KNR-associate-attorney Gary Petti e-mailed KNR intake coordinator, Megan Jennings, and explained, “I’ve asked a number of [insurance] adjusters about the importance of those [narrative] reports and the most common response is nearly uncontrolled laughter.”

62. Defendants terminated Petti’s employment within weeks of his having sent this e-mail complaining about the narrative reports. KNR had no legitimate business reason for terminating him. KNR terminated Petti in retaliation for his complaint about the narrative fees and to avoid further internal scrutiny of its fraudulent business practices.

F. **KNR fraudulently charges clients “investigation fees” for investigations that never take place.**

63. Since its founding in 2005, KNR has entered into contingency-fee agreements with its clients which contain the following standard language authorizing recovery of reasonable advanced expenses:

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

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

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

(**Exhibit C**, emphasis in original.)

64. To the extent that KNR and its clients have entered into contingency-fee agreements with differing language, this differing language was substantially similar to the language quoted in the preceding paragraph, and KNR drafted this differing language with the same intended legal effect as this language.

65. KNR’s contingency-fee agreements expressly or impliedly provided that KNR could deduct only reasonable expenses from a client’s share of proceeds—that is, reasonably priced services that were actually and reasonably undertaken to advance the client’s case, and not a KNR

overhead expense that was already subsumed in KNR's contingency fee percentage. All class members understood that KNR would not incur expenses unreasonably and would not charge them for unreasonable expenses.

66. In all cases where KNR recovered money for a client in a judgment or settlement, KNR followed the standard practice of requiring client to execute a "Settlement Memorandum" that the firm prepared before distribution.

67. KNR's Settlement Memoranda purport to set forth the expenses that KNR incurred or advanced on each client's behalf and the corresponding amounts that KNR deducted and retained from each client's recovery to pay for those expenses.

68. When itemizing the amounts deducted and retained from the recovery amount, KNR represented to its clients on each Settlement Memorandum that the deductions were only for reasonable expenses—that is, for reasonably priced services that were reasonably and actually undertaken in furtherance of the client's legal matter, and not a KNR overhead expense that was already subsumed in KNR's contingency fee percentage.

69. In requiring the client's signature on each Settlement Memorandum, KNR purported to obtain the client's written approval for KNR's deductions and conditioned the disbursement of the client's money on KNR's receipt of this purported approval.

70. During the class period, KNR aggressively pursued prospective clients, subjecting its attorneys and staff to discipline if prospective clients were not signed up within 24 hours of the prospective client's first contact with KNR. If a prospective client would not come to a KNR office to sign a fee agreement within 24 hours, KNR attorneys and staff were instructed to "send an investigator" to the client.

71. During the class period, KNR's promotional material promised prospective clients a free consultation, and promised that if a prospective client could not travel to a KNR office, KNR would "come to them." *See Exhibit A at 5* ("Call now for a free consultation – If you can't come to us, we'll come to you."). Neither KNR's promotional material nor fee agreement stated or implied that KNR would charge prospective clients a fee for KNR's coming to them. KNR never disclosed to its clients or prospective clients that they would be so charged.

72. But KNR charged its clients a fee of approximately \$50 and more (an "investigation fee") for sending employees to clients' homes, places of employment, chiropractors' offices, doctors' offices, or other locations for the purpose of obtaining their signature on KNR's contingency-fee agreement.

73. KNR, as a matter of policy, deducted and retained from clients' recoveries as a case expense this investigation fee that KNR never disclosed to clients in KNR's promotional materials, in clients' contingency-fee agreements, or in any other way. The charge for the investigation fee appears on the client Settlement Memoranda, as charged to "AMC Investigations, Inc.," "MRS Investigations, Inc.," or to other corporations or people purporting to provide investigative services. Defendant Nestico personally reviews every KNR client's Settlement Memorandum before it is submitted to the client for approval, including to personally approve reductions to chiropractic charges, as stated in a July 31, 2013 email from Lamtman to all KNR attorneys.

74. AMC Investigations, Inc. is an Ohio corporation registered to Aaron M. Czetli, a personal friend of Defendant Nestico, KNR's managing partner. Since 2005, KNR has employed Czetli as an employee or independent contractor, mainly to stuff envelopes for promotional mailers and to perform other odd jobs, in addition to meeting prospective clients to sign them to contingency-fee agreements.

75. MRS Investigations, Inc. is an Ohio corporation registered to Michael R. Simpson, who, like Aaron Czetli, is Nestico's personal friend. Like Czetli, KNR has employed Simpson since 2005 as an employee or independent contractor, mainly to stuff envelopes for promotional mailers and to perform other odd jobs, in addition to meeting prospective clients to sign them to contingency-fee agreements.

76. Czetli and Simpson are not licensed as private investigators by the Ohio Department of Public Safety. Nor are any of the other so-called "investigators" KNR engaged.

77. Although registered with the Ohio Secretary of State, AMC Investigations and MRS Investigations do not do any business apart from Czetli's and Simpson's employment with KNR as described above—nor does any other investigation entity whose fees KNR charges to its clients.

78. In some cases, Czetli, Simpson, or other "investigators," such as Wesley Steele in the Columbus area, or Gary Monto in the Toledo area, traveled to prospective clients' homes, places of employment, chiropractors' offices, doctors' offices, or other locations to obtain signatures on fee agreements and, in some cases, to obtain copies of case-related documents from the potential client. This was the only task that Czetli, Simpson, or the other investigator ever performed in connection with any KNR client's file, and it was the only task performed in connection with the "investigation fee" that KNR charged every class member. All of KNR's so-called "investigators" held themselves out to clients and consumers as KNR employees and all of them had KNR email addresses. For example, Czetli's and Simpson's email addresses were aczetli@knrlegal.com and msimpson@knrlegal.com, respectively.

79. In other cases, KNR's clients sign their fee agreement at a KNR office or a chiropractor's office, or otherwise provide the signed agreement by fax, mail, or email. In these instances, neither Czetli, Simpson, nor any other investigator performs any task at all in connection

with the client. But KNR still deducts the investigation fee from the settlement or judgment proceeds obtained on behalf of these clients, and pays the fee either to Czetli or Simpson on a rotating basis.

80. In rare cases, such as when a court or outside attorney reviewed a client's Settlement Memorandum, KNR removed the investigation fee to avoid scrutiny of it. On some of these occasions, senior KNR attorneys specifically instructed junior KNR attorneys and staff to remove references to the investigation fee from Settlement Memoranda.

81. In no case was the investigation fee properly chargeable to any KNR client as a case expense. Even in the cases where the so-called "investigator" travelled to meet the prospective client to obtain a signature or documentation, the prospective client—who was promised a free consultation—never agreed to be charged for the so-called service. By passing this charge off as a fee for an "investigation," Defendants defrauded KNR clients into paying KNR's overhead expenses above and beyond the level properly subsumed in KNR's contingency fee.

82. Ohio law expressly prohibits attorneys from charging basic administrative services, like KNR's "investigation" or "sign-up" fee, as a separate case expense. For example, in *Columbus Bar Assn. v. Brooks*, 87 Ohio St.3d 344, 346, 721 N.E.2d 23 (1999), the Supreme Court of Ohio found that an attorney breached his fee agreement and charged an excessive fee in violation of the Ohio Code of Professional Responsibility, DR 2-106(A) (since replaced by Prof.Cond.R. 1.5), by collecting for secretarial and law clerk expenses in addition to filing fees, deposition fees, and thirty-three percent contingency fee on a settlement. The court explained its holding as follows:

Costs of litigation generally do not include secretarial charges or fees of paraprofessionals. Those costs are considered to be normal overhead subsumed in the percentage fee. In cases where legal services are contracted for at an hourly rate, an attorney's secretarial costs, except in unusual circumstances and then only when clearly agreed to, are part of overhead and should be reflected in the hourly

rate. If an attorney charges separately for a legal assistant, the legal assistant's hourly charges should be stated and agreed to in writing.

83. The Supreme Court of Ohio's holding in *Brooks* is consistent with Formal Opinion 93-379 of the American Bar Association's Committee on Ethics and Professional Responsibility, which reads in part as follows:

In the absence of disclosure to the client in advance of the engagement to the contrary, the client should reasonably expect that the lawyer's cost in maintaining a library, securing malpractice insurance, renting of office space, purchasing utilities and the like would be subsumed within the charges the lawyer is making for professional services. ... [I]n the absence of an agreement to the contrary, it is impermissible for a lawyer to create an additional source of profit for the law firm beyond that which is contained in the provision of professional services themselves. The lawyer's stock in trade is the sale of legal services, not photocopy paper, tuna fish sandwiches, computer time or messenger services.

84. KNR's practice of sending so-called "investigators" to obtain client signatures on fee agreements is a basic administrative service that is not properly chargeable as a separate expense. By charging their clients for this practice after the fact, after having promised a free consultation and that "if you can't come to us, we'll come to you," and cloaking the charge under the guise of an "investigation," Defendants have intentionally misled their clients in an unlawful attempt to create a profit source beyond the provision of legal services

85. KNR deducted an investigation fee from the settlement it obtained on behalf of Named Plaintiff Member Williams as a \$50 expense payable to MRS Investigations, Inc., as reflected on the Settlement Memorandum attached as **Exhibit D**. Williams never had any interaction with any representative of MRS Investigations, Inc. When Williams signed up as a KNR client, she traveled herself to a KNR office to sign up in person. KNR never advised Williams as to the purpose of the charge to MRS Investigations, Inc., and never obtained Williams's consent for the charge. No services were ever provided to Williams in connection with the \$50 payment to MRS

Investigations, Inc.

G. Internal KNR correspondence reveals the fraudulent nature of the “investigation fee.”

86. Defendants’ internal correspondence reveals that the investigation fee is a fraud.

87. For example, on May 6, 2013, Lamtman wrote to KNR prelitigation attorneys, copying Nestico: “We MUST send an investigator to sign up clients!! We cannot refer to Chiro and have them sign forms there. This is why we have investigators. We are losing too many cases doing this!!!!!!” This email makes clear that KNR’s purpose in “having” the so-called investigators was not to perform any investigations, but rather simply to chase down potential clients to have them sign forms so that KNR did not lose the potential clients’ business.

88. A December 7, 2012 email from Defendant Robert Redick further clarifies that the so-called “investigation fee” has nothing to do with investigations, but rather amounts only to a “sign up” fee, *i.e.*, a fee to the client for having been “signed up.” In his email, Redick wrote to all KNR staff, copying Nestico: “Please be advised that if the attorney on the case requests any investigator – WHO IS NOT MIKE [Simpson] OR AARON [Czetli] – to do something for a case that has already been opened. I.E. – Pick up records - knock on the door to verify address - they CAN be paid on a case by case basis depending on the task performed. However, no checks for anything other than the SU fee should ever be requested without getting in-writing approval from the handling attorney, myself and/or Brandy. Under no circumstances should any additional checks to MRS or AMC be requested other than at the time the case is set-up. Please see me if you have any questions.”

89. By his reference to “the SU fee” in his December 7, 2012 email, Redick was referring to the “sign up fee” or, in other words, the fraudulent “investigation fee” that every KNR client was charged as a matter of firm policy. Redick’s email made clear that any task beyond the basic “sign-up”

could be charged separately and paid to the investigator on a case by case basis depending on the task performed, unless it was Czetli or Simpson who performed the task. The reason that Czetli and Simpson were not to be so paid is that they were already paid on a rotating basis for the “sign-ups,” such as those that occurred at chiropractors’ offices where a so-called investigator never participated. Because Czetli and Simpson were already well compensated enough by the fraudulent payments for doing nothing at all on these additional sign-ups, KNR did not pay them for performing additional tasks.

90. KNR’s intake department sent a daily email containing a chart of each day’s intakes. These daily emails confirm that KNR paid an “investigator” as a matter of policy on every single case it took in, and paid Czetli and Simpson on cases in which they had no involvement at all. For example, KNR’s daily intake email for October 14, 2014 confirms that Czetli and Simpson, Akron-based “investigators,” were paid on cases that came in from a chiropractic clinic in Toledo, and by direct mail to the Columbus office, despite the fact that KNR has Toledo and Columbus-based investigators on staff. On this same day, Czetli and Simpson were paid on a total of 22 cases that came in from Akron, Canton, Shaker Heights, Elyria, and Youngstown, and other undisclosed locations.

91. The daily intake email for May 30, 2014 confirms that Simpson was paid on two cases from the Sycamore Spine & Rehabilitation clinic in Dayton, Ohio, while also being paid on two cases from Cleveland (200 miles away from Dayton), two from Akron, one from Stark County, and four more from undisclosed sources.

92. Emails by KNR employees routinely use the terms “sign-up” or “sign-ups” when referring to investigators. For example, on June 19, 2013, KNR secretary Amber Angelilli, in an email to all KNR staff titled “Investigator info,” advised that “[Investigator] Jeff Allen is back on

duty. Please contact him for sign-ups.” On March 8, 2013, KNR attorney Kristen Lewis wrote to all KNR attorneys: “Once the intake screening form is completed by the attorney, an investigator will handle the signups. They will have our fee agreement signed and leave a more detailed medical questionnaire for the client to complete.”

93. Emails by KNR attorneys further confirm that KNR does not use its so-called “investigators” to perform actual investigations.

94. For example, on February 24, 2012, KNR attorney Ken Zerrusen wrote to all KNR staff: “I need a private investigator to find a driver when we only have the license plate # Who do we use for this?”

95. On December 23, 2013, KNR attorney Kristen Lewis wrote to all KNR attorneys: “Is there someone that we regularly use when trying to locate a MIA client?”

96. On August 27, 2014, KNR attorney Joshua Angelotta wrote to all KNR attorneys: “Any recommendations for an Akron area investigator we can hire to get potential fact witness statements?”

97. In short, Czetli, Simpson, and Co. weren’t really “investigators.” They were Defendant’s employees who performed a basic intake function, among other odd jobs, and were paid via fraud against Defendants’ clients.

H. KNR directed its clients to take out high-interest loans with Liberty Capital Funding, a company in which Defendants maintained a financial interest.

98. An attorney’s professional obligations require the exercise of caution in referring clients to loan or financing companies, and any self-dealing with respect to such referrals is strictly prohibited by law. These considerations were explained by the Supreme Court of Ohio’s Board of Commissioners on Grievances and Discipline, in formal Opinion 94-11, which states, in part, as follows:

[B]efore referral to a financing company, a lawyer must carefully consider whether the referral is in the client's best interest. A lawyer should consider whether he or she could provide pro bono representation or whether the client might be eligible to receive pro bono representation elsewhere. A lawyer should assist the client in determining whether payment of the legal services or costs and expenses of litigation could be accomplished through the use of the client's already established credit cards, particularly if the interest rates are lower. *See* Opinion 91-12 (1991). A lawyer should encourage a client to consider other possible sources of loans that might carry lower interest rates, such as bank loans or personal loans from family or friends. An attorney should consider whether or not to advance or guarantee the expenses of litigation as permitted under DR 5-103 (B). *See* Op. 87-001 (1987) (“[i]t is ethically proper for an attorney to advance expenses of litigation on behalf of a client, provided the client remains ultimately liable for such expenses”); Op. 94-5 (1994) (advising on the issue of settling a lawsuit against a client for expenses of litigation). Finally, the attorney must be satisfied that the terms and conditions of the financing company do not involve the attorney in a violation of the Ohio Code of Professional Responsibility.

99. KNR routinely and flagrantly violates these principles in recommending loan companies to its clients, and engaging in self-dealing regarding these loans.

100. On May 2, 2012, Defendant Nestico emailed all KNR attorneys and staff requesting “a copy of the questionnaire sent to us when a client asks for a loan ... from Oasis or [P]referred [C]apital,” two companies that KNR was recommending to its clients at the time.

101. On May 10, 2012, Nestico sent an email to all KNR attorneys, introducing them to a new loan company, Liberty Capital Funding, and instructing them that “For any Plambeck patients only please use the below company for cash advances.” The next day, Nestico clarified his instruction by an email stating, “Sorry applies to all cases not just Plambeck.”

102. On May 14, 2012, Lamtman emailed all KNR staff on the subject of “Loans”: “For today or until further notice, please use Preferred Capital instead of new company. We are ironing out some glitches.”

103. Documents from the Florida and Ohio Secretaries of State confirm that Liberty Capital Funding was registered as a corporation on April 16, 2012, just under two weeks before Nestico requested copies of forms used by other loan companies, and just under three weeks before Nestico instructed his staff to refer KNR clients to Liberty Capital for all cash advances.

104. On May 21, 2012, KNR attorney Paul Steele, at Defendants' direction, provided KNR staff with further instructions about working with Liberty Capital. He wrote: "When clients call in about a loan – send them to Liberty Capital Funding. If they contact Pref Capital or Oasis first, let them stay with PCF or Oasis. When you give them liberty Funding [sic] info, tell them to call and ask for Ciro at 866-612-6000. Liberty Funding will then email you for case info just like Pref Cap does. Use this template when responding. They are matching Pref Cap rates + fee for Western Union."

105. On November 27, 2012, Lamtman's assistant Sarah Rucker emailed KNR prelitigation attorneys, copying Nestico, to instruct them that, "Tomorrow there will be a lunch with Ciro Cerrato from Liberty Capital. Rob [Nestico] would like each Pre-Lit Attorney to attend. If you are unable to attend please have your paralegal attend in your place. Thanks!"

106. On November 30, 2012, Nestico emailed KNR prelitigation attorneys on the subject, "Lending co": "Please use [L]iberty [C]apital until further notice."

107. Liberty Capital's rates were extremely high. According to the agreement that KNR advised Named Plaintiff Matthew Johnson to enter, attached as **Exhibit E**, Liberty Capital charged an annual interest rate of 49%, which was topped by a \$50 purported "delivery fee" and a \$20 purported "processing fee" that also accrued interest at the same 49% rate. Thus, a client who took out a loan for just \$250, would pay \$566.01 in total after one year, \$838.82 after two years, and \$1,261.69 after three years. Mr. Johnson paid his loan back with fees and accrued interest after

approximately one year.

108. Defendants knew that many KNR clients would be unable to repay their Liberty Capital loans until their lawsuits resolved, a process that often takes years.

109. Liberty Capital and Defendants required KNR clients, in taking out a Liberty Capital Loan, to authorize KNR—who also signed to its clients' Liberty Capital loan agreements—to deduct any amounts due to Liberty Capital from the clients' settlement or judgment amounts and pay those amounts directly to Liberty Capital. *See Exhibit E* at page 2 (“I understand that I am instructed to follow Matthew Johnson’s Irrevocable direction and authorization to pay such sums that shall be due and owing at the time of the resolution of the above Legal Claim.”). The Liberty Capital loan agreements that Defendants advised KNR clients to sign also expressly prohibited KNR from “disbursing any proceeds” to the client or to anyone else on the client’s behalf as long as any “dispute” was pending “over the amount owed [to Liberty Capital],” except to KNR for its own attorneys fees and advanced expenses. *Id.* By this provision, Defendants agreed up front to protect Liberty Capital’s interests at the expense of KNR clients, and also carved out an exception under which Defendants could pay themselves from KNR clients’ lawsuit proceeds, before ever disbursing any funds to the clients, without breaching any obligations to Liberty Capital.

110. Liberty Capital’s loan agreements with KNR clients, to which KNR was a signatory, also contained the following false representation by a KNR attorney, intended to falsely disclaim and thus insulate Defendants from liability for their involvement in the transactions: “I am not endorsing or recommending this transaction.” *Id.* This representation is directly contradicted by Defendants’ repeated orders to their staff to recommend Liberty Capital to KNR clients, and is also directly contradicted by KNR advertisements promising potential clients that they can “GET MONEY NOW” and that “Kisling, Nestico and Redick Can Help You Get a CASH ADVANCE

On Your Settlement.” See **Exhibit A**.

111. Defendants subjected KNR attorneys and staff to harsh discipline if they disbursed settlement or judgment funds to a client without paying amounts owed to Liberty Capital, including deduction of the amounts owed to Liberty Capital from the KNR attorneys’ and staff members’ paychecks.

112. Liberty Capital stopped making loans in 2014, and ceased operations shortly thereafter. KNR clients were Liberty Capital’s only customers, or the great majority of its customers, throughout the history of its operations.

113. According to Liberty Capital’s annual reports filed with the Florida Secretary of State, its “principal place of business” throughout its existence was a 3,392 square-foot residential property owned by Cerrato at 8275 Calabria Lakes Drive, Boynton Beach, Florida 33473. This property is or was at all relevant times, Cerrato’s residence. Cerrato served as the registered agent, manager, CEO, and sole managing member of Liberty Capital, and was Liberty Capital’s only apparent employee. As shown by KNR attorney Paul Steele’s May 21, 2012 email quoted in Paragraph 104 above, Defendants instructed KNR clients “to call and ask for Ciro at 866-612-6000” to obtain their loans.

114. According to Cerrato’s LinkedIn profile, he was a health-insurance broker for Paychex Insurance Agency in South Florida from May 2007 until October 2011, immediately before becoming Liberty Capital’s “CEO” in November 2011, where he remained until November 2015, when he took a position as an employee-benefits advisor with Gulfshore Insurance, Inc., in South Florida. In October 2016, according to his LinkedIn profile, Cerrato went to work as an employee-benefits advisor for USI Insurance Services, also in South Florida, where he is currently employed.

115. On October 30, 2012, about a month before KNR prelitigation attorneys were instructed to attend a lunch with Cerrato, Nestico emailed all KNR attorneys and litigation and

prelitigation support staff: “If anyone has been having problems with [Liberty Capital] please email me what has happened and be as specific as possible. Thank you.” This email shows that Nestico had a significant influence on Liberty Capital and its operations.

116. Defendants had no legitimate reason for their blanket policy directing all KNR clients to take out loans with Liberty Capital—a brand new company with no track record, run out of the home of its so-called CEO and only apparent employee, who himself had most recently worked as an insurance broker—as opposed to any of a number of established financing companies that existed at the time. In fact, Liberty Capital’s rates were more expensive than some of these other companies’, including Preferred Capital, to whom Defendants would refer clients for loans before Liberty Capital’s formation. This is because Preferred Capital did not charge any itemized fees to lenders like Liberty Capital did with its \$50 “delivery fee” and \$20 “processing fee.” Thus, Defendants advised their clients to use a loan company whose loans were more expensive than other options on the market of which Defendants were aware.

117. As with all of the unlawful practices described in this document, KNR’s unlawful relationship with Liberty Capital was a routine subject of discussion among KNR’s rank-and-file attorneys. These attorneys were fearful of raising their concerns with Defendants Nestico & Redick, who ruled the firm with an iron fist and swiftly dismissed any dissenters like former KNR attorney Gary Petti who raised concerns about the chiropractor “narrative fees” as described in Paragraphs 61-62 above. The depressed market for law jobs in Ohio and throughout the United States since 2008 also contributed to this lack of effective dissent. *See* Richard A. Westin, “The Need for Prompt Action to Revise American Law Schools,” 46 Akron L. Rev. 137 (2013); Noam Schieber, “An Expensive Law Degree and No Place to Use It,” *New York Times* (June 19, 2016) BU1, available at <https://www.nytimes.com/2016/06/19/business/dealbook/an-expensive-law-degree-and-no-place>

-to-use-it.html (accessed March 22, 2017).

118. By early 2015, Defendants had apparently become concerned about the exposure to liability created by their brazen self-dealing with Liberty Capital at the expense of their clients. On February 3, 2015, Lamtman emailed all KNR staff stating: “Please be sure to offer two different companies to your clients, only if they request a loan.” This was a sharp turn from Defendants’ prior practice of baiting clients with promises to help obtain quick cash via loans, and directing all of their clients to obtain these loans through Liberty Capital.

119. The allegations above support a strong inference that Defendants assisted in Liberty Capital’s formation.

120. The allegations above support a strong inference that Defendants retained an ownership interest in Liberty Capital or obtained kickback benefits for referring KNR clients for loans.

H. Defendants Nestico and Redick are personally responsible for KNR’s unlawful acts.

121. Since KNR’s founding in 2005 until 2012, Defendants Nestico and Redick were the sole equity partners and controlling shareholders of KNR, along with their partner Gary Kisling. In 2012, when Kisling retired from the firm, Nestico purchased Kisling’s and Redick’s respective interests in KNR, and became the sole equity partner and sole controlling shareholder of the firm. In or around January 2016, Nestico granted “shareholder” status to four KNR attorneys, but this shareholder status only permits these attorneys to share in a percentage of KNR’s profits. It does not grant the shareholders any control over the firm. Since 2012, Nestico has retained complete control over the firm and its policies.

122. KNR’s equity partners are solely responsible for setting and enforcing the firm’s policies, and have the sole discretion to retain and allocate the firm’s profits and other resources.

KNR did not enter any contracts or agreements and did not enact any policy without the equity partners' knowledge and approval. When KNR managers or staff, like Lamtman and Tusko, issued directives to KNR attorneys or staff, they did so with the knowledge of and at the direction of the equity partners.

123. During their respective tenures as equity partners, Nestico and Redick were not only aware of all of the conduct alleged in this Second Amended Complaint, but directed and approved of this conduct for the purpose of enriching themselves. During their respective tenures as equity partners, Nestico and Redick personally profited from the unlawful conduct at issue in this Second Amended Complaint and intended KNR clients to rely on the misrepresentations at issue for their own personal benefit. Since KNR's founding in 2005, Nestico and Redick owed all KNR clients a fiduciary duty and intentionally breached that fiduciary duty, as alleged in this Second Amended Complaint, for their own personal benefit.

V. CLASS ALLEGATIONS

124. Plaintiffs Williams, Wright, and Johnson bring claims under Ohio Civ.R. 23(A) and (B)(3) on behalf of themselves and the following Classes of all others similarly situated:

- A. All current and former KNR clients to whom KNR charged sign-up fees paid to AMC Investigations, Inc., MRS Investigations, Inc., or any other so-called "investigator" or "investigation" company ("investigation fees");
- B. All current and former KNR clients who were referred to KNR by Akron Square Chiropractic or referred to ASC by KNR, terminated KNR's services, and had a lien asserted by KNR on their lawsuit proceeds;
- C. All current and former KNR clients who paid interest or fees on a loan taken through Liberty Capital Funding, LLC.

125. The Classes are so large that joinder of all Class members is impracticable. And while Plaintiff is unable to state at this time the exact size of the potential Classes, based on KNR's extensive public advertising and high-volume business model, Plaintiff believes each Class consists

of thousands of people. Each class is readily ascertainable from KNR and client records, including client settlement statements, KNR's "Needles" computer system,³ and Liberty Capital loan agreements.

126. Common legal or factual issues predominate individual issues affecting the Classes.

These issues include determinations as to whether,

A. for Class A,

- i. the so-called "investigators" never performed any investigations;
- ii. in the majority of instances where the investigation fee was charged, the so-called "investigators" never performed any task at all in connection with the client;
- iii. the so-called "investigators" never performed any services that were properly chargeable to clients as separate case expenses, as opposed to an overhead expense that was subsumed in KNR's contingency fee percentage;
- iv. Defendants never properly disclosed to their clients what the investigation fee was for;
- v. Defendants never obtained their clients' consent for the investigation fee;
- vi. Defendants intended to mislead KNR clients into paying the investigation fee;
- vii. KNR breached its fee agreement with its clients in assessing and collecting the investigation fee;
- viii. Defendants' undisclosed self-dealing in collecting the fee renders the fee void as a matter of law as to all Class A members;
- ix. Defendants breached their fiduciary duty to their clients in assessing and collecting the investigation fee, causing injury to the Class in the amount of the investigation fee;

³ Needles is the name of the computer system by which KNR stores all information about its client matters. On January 28, 2014, Lamtman emailed KNR staff: "Make sure you are noting EVERYTHING you do on a case in Needles." This includes referral sources, as shown by Lamtman's December 1, 2014 email to KNR staff ("NOBODY should change the referred by's in Needles"), and her May 29, 2012 email to KNR attorneys and staff quoted in Paragraph 30, above ("I had a chiropractor call me on Friday to review the number of cases she sent to us and we sent to her. I was unable to tell her how many we sent to her because this information was not in the referred to box in the case.").

B. for Class B, whether

- i. Defendants maintained arrangements with ASC by which Defendants and ASC split certain marketing costs to target clients for both KNR and ASC;
- ii. Defendants maintained arrangements with ASC by which Defendants would use ASC representatives to circumvent the Ohio Rules of Professional Conduct by directly soliciting KNR clients on KNR's behalf;
- iii. Defendants, as a matter of KNR firm policy, directed their clients to treat with ASC regardless of their clients preferences or needs;
- iv. Defendants, as a matter of KNR firm policy, directed their clients to treat with ASC based on a quid pro quo referral relationship with ASC;
- v. Defendants received kickbacks in the form of referrals and other benefits in exchange for referring cases to ASC;
- vi. Defendants, as a matter of KNR firm policy, failed to disclose to their clients that they maintained a quid pro quo relationship with ASC;
- vii. Defendants knew that advising their clients to treat with ASC would be detrimental to their clients' cases due to various fraud lawsuits against ASC's owner by major insurance carriers;
- viii. Defendants had no legitimate justification for directing their clients to treat with ASC;
- ix. Defendants' breached their fiduciary duty to Class B members by this conduct;
- x. Defendants' undisclosed self-dealing renders all related agreements with Class B members, and liens asserted by Defendants on the proceeds of Class B members' lawsuits, void as a matter of law;
- xi. Class B members are entitled to rescission of all agreements with KNR as a result of these breaches, including rescission of all liens asserted by KNR on Class members' settlement proceeds and disgorgement of all fees collected under such liens;

C. and for Class C, whether

- i. Defendants, as a matter of KNR firm policy, recommended to their clients that they obtain loans with Liberty Capital;
- ii. Defendants received kickback payments for every loan transaction that Liberty Capital completed with KNR clients;

- iii. Defendants failed to advise their clients of their financial interest in the Liberty Capital loans;
- iv. Defendants failed to consider whether the loan was in their clients' best interest, and failed to encourage their clients to consider other possible sources of funds that carried lower interest rates and fees;
- v. Defendants conduct constituted a breach of fiduciary duty under Ohio law that injured the Class of KNR clients in the same manner;
- vi. Defendants' undisclosed self-dealing renders all related agreements with Class C members void as a matter of law;
- vii. Class C members are entitled to damages as a result of these breaches, including in the amount of fees and interest paid on all Liberty Capital loans and disgorgement of all such fees and interest retained by Defendants in connection with such agreements.

127. The claims of Plaintiffs Williams, Wright, and Johnson are typical of Class members' claims. Plaintiffs' claims arise out of the same course of conduct by Defendants and are based on the same legal theories as Class members' claims.

128. Plaintiffs will fairly and adequately protect Class members' interests. Plaintiffs' interests are not antagonistic to, but instead comport with, the interests of the other Class members. Plaintiffs' counsel are adequate class counsel under Civ.R. 23(F)(1) and (4) and are fully qualified and prepared to fairly and adequately represent the Class's interests.

129. The questions of law or fact that are common to the Class, including those listed above, predominate over any questions affecting only individual members.

130. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Requiring Class members to pursue their claims individually would entail a host of separate suits, with concomitant duplication of costs, attorneys' fees, and demands on court resources. The Class members' claims are sufficiently small that it would be impracticable for them to incur the substantial cost, expense, and risk of pursuing their claims individually.

Certification of this case under Civ.R. 23 will enable the issues to be adjudicated for all class members with the efficiencies of class litigation.

VI. CLASS-ACTION CLAIMS

Claim 1—Fraud Investigation Fees Plaintiff Williams and Class A

131. Plaintiff Williams incorporates all previous allegations.

132. Plaintiff Williams asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients whom KNR charged the investigation fee (Class A).

133. Defendants induced Plaintiff Williams and Class A to pay the investigation fees knowing that no investigation ever took place, and that the so-called “investigators” never performed any services that were properly chargeable to clients.

134. Defendants made false representations of fact to KNR clients about what the investigation fees were for, with knowledge or with utter disregard and recklessness about the falsity of these statements. By charging KNR clients for the investigation fees, Defendants misrepresented to KNR clients that those fees were for investigative services that were actually performed and properly charged as a separate case expense as opposed to an overhead expense that was subsumed in KNR’s contingency fee percentage.

135. Defendants knowingly concealed facts about the investigation fees, including their knowledge that these fees were not incurred for investigative services or any services that were properly chargeable as a separate case expense.

136. Defendants’ misrepresentations about and concealment of facts regarding the investigation fees were material to Plaintiff Williams’s and the Class’s decision to approve their Settlement Memoranda and thus pay these fees.

137. Defendants' misrepresentations about and concealment of facts regarding the investigation fees were made with the intent of misleading Plaintiff Williams and the Class into relying upon them.

138. KNR's clients, including Plaintiff Williams and Class A members, reposed a special trust and confidence in Defendants, who were in a position of superiority or influence over their clients as a result of this position of trust. Thus, Defendants owed their clients a fiduciary duty.

139. Defendants knew that KNR clients were more likely to approve the fraudulent expenses when receipt of their settlement or judgment proceeds was dependent on such approval.

140. The actions, omissions, and course of conduct and dealing of Defendants as alleged above were undertaken knowingly and intentionally, by standardized and routinized procedures, with a conscious disregard of the rights and interests of Plaintiff Williams and the Class, and with certainty of inflicting harm and damage on Plaintiff and the Class.

141. Plaintiff Williams and the Class were justified in relying on Defendants' uniform misrepresentations and concealment of facts, and did, in fact, so rely.

142. Plaintiff Williams and the Class were injured and their injury was directly and proximately caused by their reliance on Defendants' uniform misrepresentations about and concealment of facts regarding the investigation fees.

143. Where a fiduciary takes a secret profit in a transaction involving his client, as Defendants have here with respect to the investigation fee, such dealing is fraudulent and void as a matter of law, whether or not there is a causal relation between the self-dealing and the plaintiff's loss. *In re Binder: Squire v. Emsley*, 137 Ohio St. 26, 57-58, 27 N.E.2d 939 (1940); *Myer v. Preferred Credit*, 117 Ohio Misc. 2d 8, 9, 2001-Ohio-4190, ¶ 23, 766 N.E.2d 612 (C.P. 2001) citing 3 OHIO JURISPRUDENCE 3D (1998) 136, 134, Agency, §§ 117, 115.

144. Plaintiff Williams only became aware of Defendants' misrepresentations and concealment of facts in November of 2015. The other class members remain unaware as of the filing of this Complaint.

145. Plaintiff Williams and the Class are entitled to compensation for the damages caused by Defendants' fraud, disgorgement of the benefit conferred upon Defendants as a result of their fraud, punitive damages, and attorneys' fees.

**Claim 2—Breach of Contract
Investigation Fees
Plaintiff Williams and Class A**

146. Plaintiff Williams incorporates all previous allegations.

147. Plaintiff Williams asserts this claim under Civ.R. 23(B)(3) against Defendant KNR on behalf of all current and former KNR clients whom KNR charged the investigation fee (Class A).

148. Every fee agreement that KNR has ever entered with its clients provides, whether expressly or impliedly, that KNR may deduct only reasonable expenses from a client's share of proceeds—that is, KNR may only deduct fees for reasonably priced services that were actually and reasonably undertaken in furtherance of the client's legal matter, and properly chargeable as a separate case expense as opposed to an overhead expense that was subsumed in KNR's contingency fee percentage. In all cases, the parties to the agreement understood that KNR would not be permitted to incur expenses unreasonably and then charge their clients for those unreasonable expenses.

149. By collecting the investigation fees from their clients when these fees were for expenses not reasonably undertaken for so-called "services" that were not properly chargeable as a separate case expense, or were never performed at all, KNR materially breached its fee agreements with its clients, including its agreements with Plaintiff and the Class.

150. Plaintiff Williams and Class A have suffered monetary damages as a result of these breaches in the amount of the investigation fees paid, and are entitled to repayment of these amounts.

**Claim 3—Breach of Fiduciary Duty
Investigation Fees
Plaintiff Williams and Class A**

151. Plaintiff Williams incorporates all previous allegations.

152. Plaintiff Williams asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients whom KNR charged the investigation fee (Class A).

153. KNR's clients reposed a special trust and confidence in Defendants, who were in a position of superiority or influence over their clients as a result of this position of trust. Thus, KNR owed its clients a fiduciary duty.

154. KNR's conduct in charging its clients the investigation fees was intentionally deceptive, undertaken by standardized and routinized procedures, and constitutes a breach of fiduciary duty.

155. Plaintiff Williams and Class A have suffered damages as a direct and proximate result of this breach.

156. Where a fiduciary takes a secret profit in a transaction involving his client, as Defendants have here with respect to the investigation fee, such dealing is fraudulent and void as a matter of law, whether or not there is a causal relation between the self-dealing and the plaintiff's loss. *In re Binder: Squire v. Emsley*, 137 Ohio St. 26, 57–58, 27 N.E.2d 939 (1940); *Myer v. Preferred Credit*, 117 Ohio Misc. 2d 8, 9, 2001-Ohio-4190, ¶ 23, 766 N.E.2d 612 (C.P. 2001) citing 3 OHIO JURISPRUDENCE 3D (1998) 136, 134, Agency, §§ 117, 115.

157. Plaintiff Williams and the Class are entitled to compensation for the damages caused by Defendants' breach, disgorgement of the benefit conferred upon Defendants as a result of their breach, punitive damages, and attorneys' fees.

**Claim 4—Unjust Enrichment
Investigation Fees
Plaintiff Williams and Class A**

158. Plaintiff Williams incorporates all previous allegations.

159. Plaintiff Williams asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients whom KNR charged the investigation fee (Class A).

160. By unwittingly allowing KNR to deduct the investigation fees from their lawsuit proceeds, Plaintiff Williams and Class A have, to their substantial detriment, conferred a substantial benefit on Defendants of which Defendants are aware.

161. Due to Defendants' intentionally deceptive conduct in collecting these fees from their clients, retention of these funds by Defendants without repayment to Plaintiff Williams and the Class would be unjust and inequitable.

162. Equity entitles Plaintiff Williams and the Class to disgorgement of the fee by Defendants, as well as punitive damages and attorneys fees for Defendants' intentionally deceptive conduct.

**Claim 5—Breach of Fiduciary Duty
Unlawful Solicitation and Undisclosed Self-Dealing with Chiropractors
Plaintiff Wright and Class B**

163. Plaintiff Wright incorporates all previous allegations.

164. Plaintiff Wright asserts this claim under Civ.R. 23(B)(2) and (3) against all Defendants on behalf of all current and former KNR clients who were referred to KNR by Akron Square Chiropractic or referred to ASC by KNR, terminated KNR's services, and had a lien asserted

by KNR on their lawsuit proceeds (Class B).

165. KNR's clients, including Plaintiff Wright, reposed a special trust and confidence in Defendants, who were in a position of superiority or influence over their clients as a result of this position of trust. Thus, Defendants owed their clients a fiduciary duty.

166. Defendants' conduct in soliciting Ms. Wright and Class B members through representatives of ASC, and in failing to disclose their quid pro quo relationship with ASC, was intentionally deceptive, was undertaken by standardized and routinized procedures, and constitutes a breach of Defendants' fiduciary duty to Plaintiff Wright and Class B.

167. No KNR client solicited by ASC would have retained KNR had they been advised of the quid pro quo relationship between KNR and ASC.

168. Plaintiff Wright and Class B have suffered damages as a direct and proximate result of these breaches due to KNR's assertion of liens on their settlement proceeds, and collecting on these liens.

169. Where a fiduciary takes a secret profit in a transaction involving his client, as Defendants have here with respect to their unlawful solicitation of Wright and Class B members through ASC, and their failure to disclose their quid pro quo relationship with ASC, such a transaction is fraudulent and void as a matter of law, whether or not there is a causal relation between the self-dealing and the plaintiff's loss. *In re Binder: Squire v. Emsley*, 137 Ohio St. 26, 57-58, 27 N.E.2d 939 (1940); *Myer v. Preferred Credit*, 117 Ohio Misc. 2d 8, 9, 2001-Ohio-4190, ¶ 23, 766 N.E.2d 612 (C.P. 2001) citing 3 OHIO JURISPRUDENCE 3D (1998) 136, 134, Agency, §§ 117, 115.

170. Plaintiff Wright and Class B are entitled to relief for the damages caused by Defendants' breach, including rescission of their fee agreements with KNR, disgorgement of all amounts collected by KNR on the liens asserted against Plaintiff Wright and Class B members'

claims, a declaration that all such pending liens are void as a matter of law, and punitive damages, and attorneys' fees for Defendants' intentionally deceptive conduct.

**Claim 6—Unjust Enrichment
Unlawful Solicitation and Undisclosed Self-Dealing with Chiropractors
Plaintiff Wright and Class B**

171. Plaintiff Wright incorporates all previous allegations.

172. Plaintiff Wright asserts this claim under Civ.R. 23(B)(2) and (3) against all Defendants on behalf of all current and former KNR clients who were referred to KNR by Akron Square Chiropractic or referred to ASC by KNR, terminated KNR's services, and had a lien asserted by KNR on their lawsuit proceeds (Class B).

173. By unwittingly entering fee agreements with KNR after having been solicited through representatives of ASC, without knowledge of KNR's quid pro quo relationship with ASC, Plaintiff Wright and Class B have, to their substantial detriment, conferred a substantial benefit on Defendants of which Defendants are aware.

174. Due to Defendants' intentionally deceptive conduct in soliciting Ms. Wright and Class B members through representatives of ASC, and in failing to disclose their quid pro quo relationship with ASC, Defendants' retention of a lien on Wright and Class B members' lawsuit proceeds, and any funds collected under such liens, would be unjust and inequitable.

175. Equity entitles Plaintiff Wright and the Class to rescission of their fee agreements with KNR, including all liens asserted by KNR on the Wright and Class B members' lawsuit proceeds, disgorgement of all proceeds collected under such liens, a declaration that all such pending liens are void as a matter of law, and punitive damages and attorneys fees for Defendants' intentionally deceptive conduct.

Claim 7—Fraud
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Johnson and Class C

176. Plaintiff Johnson incorporates all previous allegations.

177. Plaintiff Johnson asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients who paid interest or fees on a loan taken through Liberty Capital Funding (Class C).

178. Defendants induced Plaintiff Johnson and Class C to take out loans with Liberty Capital, representing to its clients that Liberty Capital was the best source of loan funding for its clients, without disclosing Defendants' financial interest in the Liberty Capital Loans, and without disclosing that lower-cost sources of loans were available to the clients. Defendants knowingly concealed these facts from Plaintiff Johnson and the Class.

179. Defendants' misrepresentations about and concealment of facts regarding the investigation fees were material to Plaintiff Williams's and the Class's decision to approve their Settlement Memoranda and thus pay these fees.

180. Defendants' misrepresentations about and concealment of facts regarding the investigation fees were made with the intent of misleading Plaintiff Williams and the Class into relying upon them.

181. KNR's clients, including Plaintiff Johnson and Class C members, reposed a special trust and confidence in Defendants, who were in a position of superiority or influence over their clients as a result of this position of trust. Thus, Defendants owed their clients a fiduciary duty.

182. The actions, omissions, and course of conduct and dealing of Defendants as alleged above were undertaken knowingly and intentionally, by standardized and routinized procedures,

with a conscious disregard of the rights and interests of Plaintiff Johnson and the Class, and with certainty of inflicting harm and damage on Plaintiff and the Class.

183. Plaintiff Johnson and the Class were justified in relying on Defendants' uniform misrepresentations and concealment of facts, and did, in fact, so rely.

184. Plaintiff Johnson and the Class were injured and their injury was directly and proximately caused by their reliance on Defendants' uniform misrepresentations about and concealment of facts regarding the Liberty Capital loans.

185. Defendants' conduct in recommending Liberty Capital to KNR clients, failing to disclose lower-cost sources of loans, and failing to disclose that they stood to benefit from each Liberty Capital transaction, was intentionally deceptive and constitutes a breach of Defendants' fiduciary duty to Plaintiff Johnson and Class C.

186. No KNR client would have taken out a loan with Liberty Capital were it not for Defendants' recommendation, or had they been advised of Defendants' secret kickback arrangement with Liberty Capital.

187. Plaintiff Johnson and the Class were injured and their injury was directly and proximately caused by their reliance on Defendants' misrepresentations about and concealment of facts regarding the Liberty Capital loans.

188. Where a fiduciary takes a secret profit in a transaction involving his client, as Defendants have here regarding the investigation fee, such dealing is fraudulent and void as a matter of law, whether or not there is a causal relation between the self-dealing and the plaintiff's loss. *In re Binder: Squire v. Emsley*, 137 Ohio St. 26, 57–58, 27 N.E.2d 939 (1940); *Myer v. Preferred Credit*, 117 Ohio Misc. 2d 8, 9, 2001-Ohio-4190, ¶ 23, 766 N.E.2d 612 (C.P. 2001) citing 3 OHIO JURISPRUDENCE 3D (1998) 136, 134, Agency, §§ 117, 115.

189. Plaintiff Johnson became aware of Defendants' misrepresentations and concealment of facts no earlier than August of 2016. The other class members remain unaware as of the filing of this Complaint.

190. Plaintiff Johnson and the Class are entitled to compensation for the damages caused by Defendants' fraud, including fees and interest paid on the loans, as well as disgorgement of the benefit conferred upon Defendants as a result of their breach, punitive damages, and attorneys' fees.

**Claim 8—Breach of Fiduciary Duty
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Johnson and Class C**

191. Plaintiff Johnson incorporates all previous allegations.

192. Plaintiff Johnson asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients who paid interest or fees on a loan taken through Liberty Capital Funding (Class C).

193. KNR's clients, including Plaintiff Johnson, reposed a special trust and confidence in Defendants, who were in a position of superiority or influence over their clients as a result of this position of trust. Thus, Defendants owed their clients a fiduciary duty.

194. Defendants' conduct in recommending Liberty Capital to KNR clients, failing to disclose lower-cost sources of loans, and failing to disclose that they stood to benefit from each Liberty Capital transaction, was intentionally deceptive, was undertaken by standardized and routinized procedures, and constitutes a breach of Defendants' fiduciary duty to Plaintiff Johnson and Class C.

195. No KNR client would have taken out a loan with Liberty Capital were it not for Defendants' recommendation, or had they been advised of Defendants' secret kickback arrangement with Liberty Capital.

196. Plaintiff Johnson and Class C have suffered damages as a direct and proximate result of these breaches in the amount of interest and fees paid on these loans.

197. Where a fiduciary takes a secret profit in a transaction involving his client, as Defendants have here with respect to the investigation fee, such dealing is fraudulent and void as a matter of law, whether or not there is a causal relation between the self-dealing and the plaintiff's loss. *In re Binder: Squire v. Emsley*, 137 Ohio St. 26, 57–58, 27 N.E.2d 939 (1940); *Myer v. Preferred Credit*, 117 Ohio Misc. 2d 8, 9, 2001-Ohio-4190, ¶ 23, 766 N.E.2d 612 (C.P. 2001) citing 3 OHIO JURISPRUDENCE 3D (1998) 136, 134, Agency, §§ 117, 115.

198. Plaintiff Johnson and the Class are entitled to compensation for the damages caused by Defendants' breach, including fees and interest paid on the loans, as well as disgorgement of the benefit conferred upon Defendants as a result of their breach, punitive damages, and attorneys' fees.

Claim 9—Unjust Enrichment
Undisclosed Self-Dealing with Liberty Capital Funding, LLC
Plaintiff Johnson and Class C

199. Plaintiff Johnson incorporates all previous allegations.

200. Plaintiff Johnson asserts this claim under Civ.R. 23(B)(3) against all Defendants on behalf of all current and former KNR clients who paid interest or fees on a loan taken through Liberty Capital Funding (Class C).

201. By unwittingly entering loan agreements with Liberty Capital at Defendants' recommendation for high-interest loans in which Defendants retained a financial interest, Plaintiff Johnson and Class B have, to their substantial detriment, conferred a substantial benefit on Defendants of which Defendants are aware.

202. Due to Defendants' intentionally deceptive conduct in recommending Liberty Capital to KNR clients, failing to disclose lower-cost sources of loans, and failing to disclose that

they stood to benefit from each Liberty Capital transaction, Defendants' retention of any portion of the fees or interest on these loans without repayment to Plaintiff Johnson and the Class would be unjust and inequitable.

203. Equity entitles Plaintiff Johnson and the Class to disgorgement of all such funds by Defendants, as well as punitive damages and attorneys' fees for Defendants' intentionally deceptive conduct.

**VII. INDIVIDUAL CLAIMS FOR DECLARATORY RELIEF UNDER
THE OHIO CONSUMER SALES PRACTICES ACT, R.C. 1345**

**Claim 10—Declaratory Judgment
Unfair or Deceptive Trade Practice
Investigation Fee—Plaintiff Williams**

204. Plaintiff Williams incorporates all previous allegations.

205. Plaintiff Williams asserts this claim against all Defendants.

206. The Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.02(A), provides a civil remedy for any "unfair or deceptive act or practice [made] in connection with a consumer transaction." The CSPA further defines "deceptive" conduct, without limitation, as including representations by a supplier that "the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have." R.C. 1345.02(B)(1).

207. R.C. 1345.09(D) provides that "[a]ny consumer may seek a declaratory judgment, an injunction, or other appropriate relief against an act or practice that violates" the CSPA.

208. While the CSPA exempts certain transactions between attorneys and their clients (R.C. 1345.01(A)), this exemption does not apply to law firms, and only applies to attorney conduct where "the attorney [is] actually engaged in the practice of law." *Gugliotta v. Morano*, 161 Ohio App. 3d 152, 2005-Ohio-2570, 829 N.E.2d 757, ¶ 41 (9th Dist). In other words, the CSPA's exemption of certain attorney-client transactions is intended only to "preclude[] a ... malpractice claim wrapped in

the guise of consumer fraud from being asserted under a consumer-protection statute.” *Elder v. Fischer*, 129 Ohio App. 3d 209, 223, 717 N.E.2d 730 (1st Dist. 1998); *See also Summa Health Sys. v. Viningre*, 140 Ohio App. 3d 780, 795-96, 749 N.E.2d 344 (9th Dist. 2000).

209. In charging the so called “investigation” fee to KNR clients, Defendants were not acting as attorneys engaged in the practice of law, and were suppliers engaged in a “consumer transaction” under R.C. 1345.01(A) and (C) for the provision of so-called “investigative services.”

210. In charging the so-called “investigation” fee to KNR clients, Defendants intentionally engaged in conduct that is both unfair and deceptive under R.C. 1345.02. Thus, Plaintiff Williams is entitled to a declaratory judgment that such conduct is unfair and deceptive in violation of R.C. 1345.02, and to her reasonable attorneys’ fees incurred in proving this claim.

**Claim 11—Declaratory Judgment
Unfair or Deceptive Trade Practice
Liberty Capital loans—Plaintiff Johnson**

211. Plaintiff Johnson incorporates all previous allegations.

212. Plaintiff Johnson asserts this claim against all Defendants.

213. In soliciting KNR clients to take out loans with Liberty Capital Funding, failing to disclose lower-cost sources of loans, and failing to disclose that they stood to benefit from each transaction, Defendants were not acting as attorneys engaged in the practice of law, and were a supplier engaged in the solicitation of a “consumer transaction” under R.C. 1345.01(A) and (C).

214. In soliciting KNR clients to take out loans with Liberty Capital Funding, failing to disclose lower-cost sources of loans, and failing to disclose that they stood to benefit from each transaction, Defendants intentionally engaged in conduct that is both unfair and deceptive under R.C. 1345.02. Thus, Plaintiff Johnson is entitled to a declaratory judgment that such conduct is

unfair and deceptive in violation of R.C. 1345.02, and to his reasonable attorneys' fees incurred in proving this claim.

**Claim 12—Declaratory Judgment
Unfair or Deceptive Trade Practice
Unlawful Solicitation and Undisclosed Self-Dealing with Chiropractors
Plaintiff Wright**

215. Plaintiff Wright incorporates all previous allegations.

216. Plaintiff Wright asserts this claim against all Defendants.

217. In soliciting Ms. Wright, who was not yet a KNR client, through representatives of ASC, and in failing to disclose their quid pro quo relationship with ASC in their solicitation, Defendants were not acting as attorneys engaged in the practice of law, and were suppliers engaged in the solicitation of a "consumer transaction" under R.C. 1345.01(A) and (C).

218. In soliciting Ms. Wright through representatives of ASC, and in failing to disclose their quid pro quo referral relationship with ASC, Defendants intentionally engaged in conduct that is both unfair and deceptive under R.C. 1345.02. Thus, Plaintiff Wright is entitled to and seeks a declaratory judgment that such conduct is unfair and deceptive in violation of R.C. 1345.02, and to her reasonable attorneys' fees incurred in proving this claim.

VIII. PRAYER FOR RELIEF

Plaintiff, and all those similarly situated, collectively request that this Court provide the following relief:

- (1) An order permitting this litigation to proceed as a class action, and certifying the Classes under Civ.R. 23(A), (B)(2), and (B)(3);
- (2) An order to promptly notify to all class members that this litigation is pending;
- (3) Declaratory and injunctive relief against Defendants' unlawful conduct, including declaratory judgments that the conduct at issue is unfair and deceptive in violation of R.C. 1345.02, and a declaratory judgment under Civ.R. 23(B)(2) that all liens asserted by Defendants against Class B members' lawsuit proceeds are void as a matter of law

due to Defendants' fraudulent undisclosed self-dealing;

- (3) Compensatory and rescissory damages for Plaintiffs Williams, Wright, Johnson and the classes represented, in excess of \$25,000;
- (4) Punitive damages, attorneys' fees, costs, and pre-judgment interest; and
- (5) Such other relief in law or equity as this Court deems just and proper.

**VIII.
JURY DEMAND**

Plaintiffs demand a trial by jury on all issues within this Complaint.

Respectfully submitted,

THE CHANDRA LAW FIRM, LLC

/s/ Peter Pattakos

Subodh Chandra (0069233)

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Peter.Pattakos@ChandraLaw.com

REQUEST FOR SERVICE

To the Clerk of Courts:

Please issue the Summons and Complaint and serve the Second Amended Complaint and accompanying exhibits to Robert W. Redick at the address listed below, making return according to law.

Robert W. Redick
Kisling, Nestico & Redick
3412 West Market Street
Fairlawn, Ohio 44333

/s/ Peter Pattakos
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

The foregoing document was served on all other parties by operation of the Court's e-filing system on _____, 2017.

/s/ Peter Pattakos
Attorney for Plaintiffs

GET MONEY NOW

KISLING, NESTICO & REDICK
1-800 HURT NOW
 KISLING, NESTICO & REDICK
 Can Help You Get
A CASH ADVANCE
 On Your Settlement!

HURT IN A CAR...WWW.KNRLEGAL.COM...CALL KNR

QUESTIONS PEOPLE HAVE AFTER A CAR ACCIDENT

DON'T TALK TO THE INSURANCE COMPANY, TALK TO US FIRST!

WHO PAYS FOR MY CAR?

When you're in an accident, if the other person was at fault, their insurance company will pay for the damage to your car.

WHO PAYS FOR MY MEDICAL BILLS?

If the other person has insurance, they will pay. If they don't have insurance, make sure you tell us. We can help with this problem.

I'M HURT BUT CAN'T AFFORD TO GO TO THE DOCTOR

When you're in an accident, it's important to go to the emergency room or your family doctor to document your injuries so the insurance company can't say, "they aren't hurt, they didn't even see a doctor." If necessary, we have contacts within the medical field who will wait to get paid from the settlement.

THE PARTY WHO HIT ME HAS NO INSURANCE

If the party at fault has no insurance, but you do, we can usually process a claim with your insurance company who will then get their money back from the person cited. This is called uninsured motorist coverage.

ATTORNEY FEES

The KNR **"NO FEE GUARANTEE."** If we don't get you money, we don't get paid.

MEETING WITH US

If you can't make it to our office, we will come to your house to meet with you and discuss your case.



HURT IN A CAR...CALL KNR! 1-800-HURT-NOW (1-800-487-8669)





**NEED CASH ADVANCE ON SETTLEMENT?
WE CAN HELP**

\$\$LET US GET MONEY FOR YOU\$\$

Dear Sir or Madam,

It has come to our attention from a police accident report that you have been the victim of an automobile collision. We are very sorry that you have been involved in this accident and we want to help.

Since that time, you probably find yourself dealing with issues and problems that you have never had to deal with in the past. You will be asked many questions and be forced to make many important decisions. That is where we can help.

Do NOT talk to the insurance company, talk to us first. You may give them information that will hurt your case without realizing it.

You will receive multiple solicitations from attorneys all over the state, but we ask that you consider calling **Kisling, Nestico & Redick** for the following reasons:

- **The KNR "no fee guarantee."** If we don't get you MONEY, we don't get paid
- We offer property damage help
- Our firm's sole focus is personal injury
- We have local offices
- Our Staff is comprised of former insurance representatives and former insurance defense attorneys
- We have 20 experienced attorneys and over 45 support staff

Please review the insert and DVD, which will answer a number of frequently asked questions about an accident case. You should also review the enclosed "Understanding Your Rights" as the Supreme Court of Ohio wants to be sure you have a clear understanding of the rights you have after you've been injured in an accident.

We are confident that we can help you. **For a free consultation, please call us today at 1-800-HURT-NOW (1-800-487-8669).** Remember, the insurance company is already protecting the person that caused your injuries. Please allow us to protect you.

Very truly yours,
KISLING, NESTICO & REDICK, LLC

Alberto R. Nestico
Attorney at Law

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READ ABOUT OUR SUPER LAWYERS

TRACK RECORD OF SUCCESS Kisling, Nestico & Redick first garnered national attention with managing partner Alberto Nestico's \$27.5 million settlement of Van Horn et al v. Nationwide Property and Casualty et al, a class action in which Nestico represented more than 200,000 individuals. Other recent successes include a \$1.7 million settlement for the family of a 22-year-old Marine killed in an auto accident, an \$875,000 settlement for a client hit by a tractor-trailer, and a \$778,000 verdict for a car accident victim. To date, the firm has secured more than \$100 million in settlements and verdicts and has helped more than 10,000 clients.

A UNIQUE ADVANTAGE Kisling, Nestico & Redick's litigation prowess is due largely to its many lawyers with backgrounds in insurance defense. Bolstering an already impressive roster that includes Alberto Nestico, Robert Redick, John Reagan, Nomiki Tsarnas and Joshua Angelotta, KNR now brings even more insiders' knowledge with the addition of Jason St. George, Devin Oddo, Kristen Lewis and Christopher Van Blargan. To accommodate its continued growth, KNR has expanded its office space to more than 20,000 square-feet.

Proving great employees are the root of success, the KNR team continues to receive accolades from the field's top organizations. Nestico and litigation chairman Reagan were named to 2012 Ohio Super Lawyers® and are members of the Multi-Million Dollar Advocates Forum. Nestico is also recognized as a Top 100 Trial

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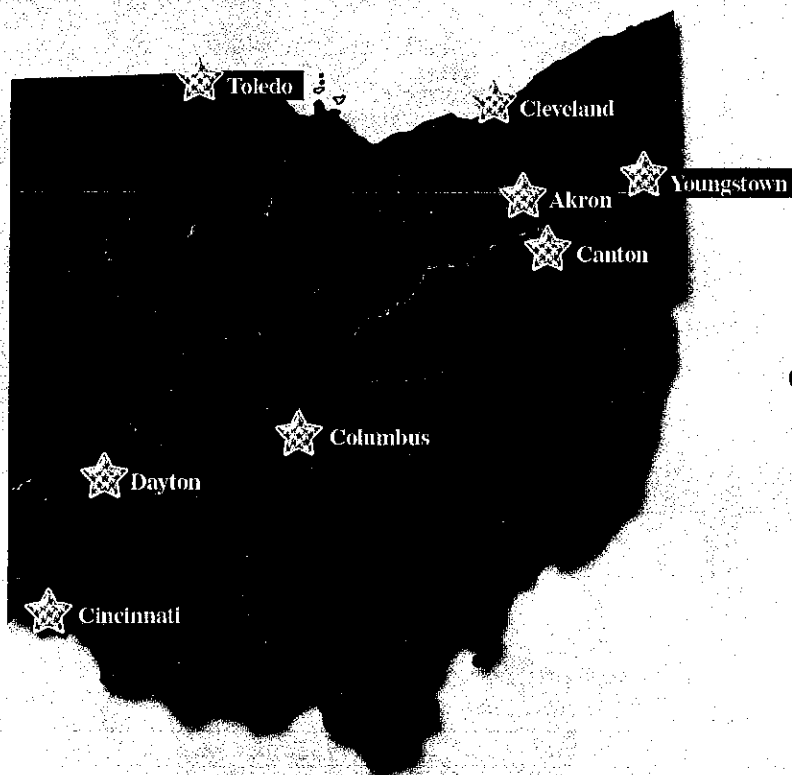
Lawyer. In addition, Nomiki Tsarnas and Paul W. Steele III continue their streak of Rising Stars recognition in 2012.

Despite KNR's excellent reputation, its lawyers acknowledge obstacles in finding due justice. Nestico says one such reality is that courts are being increasingly stacked "with judges who protect the insurance companies over people." He says, "Individuals are sacrificed at the expense of insurance company profits. The courts and legislatures have allowed insurance companies to write whatever they want in their policies." A prime example is the intrafamily exclusion, which states the insurance company of the at-fault driver does not provide coverage for any family members injured in the vehicle.

JUSTICE & COMPENSATION FOR THE INJURED "Innocent people are injured every day," says Nestico. "Their lives are turned upside down due to forces beyond their control." KNR cares deeply about its clients and works tirelessly to provide the means to put their lives back together. "We fight hard to get them every dollar they deserve."



**Kisling, Nestico
& Redick**
ATTORNEYS AT LAW



Akron - Main Office
3412 West Market Street
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Fax: (330) 869-9008

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1690 Woodlands Drive
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Youngstown Office
4790 Market Street
Boardman, Ohio 44512
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Toll Free: (800) 487-8669
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Understanding your rights... If you have been in an accident or a family member has been injured or killed in a crash or some other incident, you have important questions to make. We believe it is important for you to consider the following: 1. Move and keep records... 2. You do not have to sign anything... 3. You interest versus interest of insurance company... 4. There is a time limit to file an insurance claim... 5. Call it in writing... 6. How much will it cost... 7. How to find an attorney... 8. Check a lawyer's qualifications... 9. Check a lawyer's qualifications... 10. How is the lawyer to be paid? If you already have a settlement offer, you may need to act immediately to protect your rights... 11. How are the expenses involved in your case, such as telephone calls, deposition costs, and fees to expert witnesses, to be paid? Will these costs be advanced by the lawyer or charged to you as they are incurred? Since you are obligated to all expenses even if you lose your case, how will payment be arranged? c. Who will handle your case? d. The case goes to trial, who will be the trial attorney? e. This information is not intended as a complete description of your legal rights, but as a check list of some of the important issues you should consider. THE SUPREME COURT OF OHIO, WHICH GOVERNS THE CONDUCT OF LAWYERS, NEITHER PROMOTES NOR PROHIBITS THE DIRECT SOLICITATION OF PERSONAL INJURY VICTIMS. THE COURT DOES REQUIRE THAT IF SUCH A SOLICITATION IS MADE, IT MUST INCLUDE THE ABOVE DISCLOSURE.

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KISLING, NESTICO & REDICK

ATTORNEYS AT LAW
3412 West Market St
Akron, OH 44333
Fax: 330-869-9008

Via US Mail and Facsimile: (614) 670-7563

January 11, 2017

Safe Auto Insurance Company*
Attn: Shellah Edgar
P.O. Box 182384
Columbus, OH 43218

RE: Our Client: Naomi Wright
Your Insured: Grace Smidga / James Tucheck
Date of Collision: 08/02/2016
Claim Number: 6000155688
Policy Number: OH01434231A-0

Dear Ms. Edgar:

Please accept this letter as notice that our firm is asserting a charging lien against monies in Safe Auto Insurance Company*'s possession for the amount of our earned attorney fees. Please find attached our contingency fee agreement in which the claimant expressly agreed to a charging lien.

In this particular case, we have calculated our fees to be the contractually agreed upon percentage of 33 1/3% calculated based on whatever final settlement amount is paid to our former client. This in addition to our verified case expenses in the amount of \$348.87. We intend to enforced this lien, and therefore, give you notice and request that you hold funds sufficient to satisfy our fees until any dispute between Kisling, Nestico & Redick, LLC and the claimant is resolved by settlement or judgment.

A. Existence of Attorney's Charging Lien.

Under 2 RESTATEMENT OF LAW 2D, AGENCY, Section 464(e) (1958), an attorney of record who has obtained a judgment or settlement has a security interest therein, as security for his fees in the case and for proper payments made and liabilities incurred during the course of the proceedings. This security interest, deemed a "charging lien," is a lien upon a judgment or other monies awarded to a client, or former client, for work previously performed by the attorney. *Petty v. Kroger Food & Pharmacy*, 165 Ohio App.3d 16, 2005-Ohio-6641, 844 N.E.2d 869 (10th Dist.); see also *Hill Hardman Oldfield, L.L.C. v. Gilbert*, 190 Ohio App.3d 743, 2010-Ohio-5733, 944 N.E.2d 264 (9th Dist.).

An attorney's charging lien allows a lawyer who has represented a successful claimant to retain out of the proceeds of the suit an amount sufficient to pay the lawyer's claimed fee and disbursements. RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 43 cmt. d (2000).



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Ohio law holds that the charging lien gives the lawyer important assurance that the fee and disbursements will actually be paid.

The Ohio Supreme Court has recognized and discussed attorneys' charging liens on three notable occasions. As early as 1880, the Supreme Court acknowledged that an attorney might sustain a lien upon a fund being held by a state court receiver by reason of the services rendered in securing it, such that a court of equity . . . would be fully warranted in directing a reasonable compensation to be paid out of it. *Olds v. Tucker*, 35 Ohio St. 581, 583 (1880). This premise was further developed in *Diehl v. Friester*, 37 Ohio St. 473 (1882). The trial court in *Diehl* had permitted judgments held by the parties against each other to be offset, except to the extent that the attorneys for one of the parties claimed a charging lien on the judgment proceeds. That portion of the judgment was allowed to the attorneys as legal fees by order of the trial court. In affirming the trial court's ruling, the Ohio Supreme Court noted that "it has . . . been held in many cases, that a judgment will not be set off against another judgment, to the prejudice of an attorney who contributed by his skill and services in obtaining it." *Id.* at 477.

The Ohio Supreme Court again addressed the issue of attorney's liens in *Cohen v. Goldberger*, 141 N.E. 656 (Ohio 1923). In that case, Cohen had previously obtained a judgment against the United States Steel Company. The attorneys who represented Cohen in the prior action claimed that Cohen had agreed to pay them a contingency fee of one half of the amount recovered. In an answer filed with the trial court, Cohen apparently admitted that this had indeed been the agreement. When a creditor of Cohen's business partnership asserted a claim to the judgment proceeds superior to that of Cohen's attorneys, the lower court found in favor of the attorneys and found the attorneys had a superior lien. The Supreme Court of Ohio affirmed the lawyers' superior lien.

B. Enforcement of Attorney's Charging Lien.

Ohio law provides that an attorney may enforce a charging lien either by taking possession of the funds to which the lien has attached or by giving notice of the asserted lien to the judgment debtor. (emphasis added) As stated by the Ohio Supreme Court in *Diehl*, an attorney may have a claim upon the fruits of a judgment or decree which he has assisted in obtaining, or upon a sum of money which he has collected, and courts will aid him in securing or maintaining such claim. *Such claim is enforceable not only against an attorney's former client, but also against the tortfeasor and his insurance carrier. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. v. Volkert*, 58 Ohio St. 362, 366 (1898). Ohio law parallels the requirement articulated in the Restatement of the Law Governing Lawyers, i.e., that a charging lien becomes binding on a third party, including an insurance company, when the party has notice of the lien. RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 43 (2000); see also RESTATEMENT (SECOND) OF AGENCY § 464 cmt. n (1958).

In addition Ohio law does not preclude counsel retained earlier in litigation or representation from recovering upon a charging lien simply because such counsel has been discharged as of the date of the judgment, or settlement, so long as counsel can demonstrate the significance his contribution has to that judgment. See *Cuyahoga Cty. Bd. of Commrs. v. Maloof Properties, Ltd.*, 197 Ohio App. 3d 712, 2012-Ohio-470, 715, 968 N.E.2d 602 (8th Dist.) citing *Exact Software*

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NA v. Infocon Sys., Inc., N.D. Ohio No. 3:03CV7183, 2011 WL 5008421 (Oct. 19, 2011). These charging liens are generally superior to the claims of the client's other creditors including tax liens. *Goldberger*, 109 Ohio St. 22, 141 N.E. 656, paragraph two of the syllabus. Indeed, charging liens have been recognized as having a "super priority."

We therefore request that you hold funds sufficient to cover our fees we have earned in this matter. If you dispute whether we are entitled to such funds, you should hold them until an agreement has been reached between us and our former client or until a court of competent jurisdiction renders an opinion on the amount of our lien. *Safe Auto Insurance Company's failure to hold our funds after having notice gives us the right to seek recovery from Safe Auto Insurance Company* on our superior lien, and Safe Auto Insurance Company's only recourse will be recoupment of the disbursed funds from the claimant. Maloof Properties*, 2012-Ohio-470, ¶ 18, *In re Simm Constr. Serv. Co., Inc.*, 311 B.R. 479 (6th Cir. 2004); *Levin v. Gulf Ins. Grp.*, 82 Cal. Rptr. 2d 228, 230 (Cal.App. 1999); *Brown v. Vermont Mut. Ins. Co.*, 614 So.2d 574 (Fla. App. 1993); *Downs v. Hodge*, 413 S.W.2d 519 (Mo. App. 1967).

Please keep us informed as to the status of this matter, and if you have any questions, comments or concerns, do not hesitate to contact us.

Very truly yours,

KISLING, NESTICO & REDICK

April Proctor
Attorney at Law

Enclosures: Contingency Fee Agreement

KISLING, NESTICO & REDICK

ATTORNEYS AT LAW

Via Fax: 330-421-6324

March 15, 2017

Matthew Ameer
326 North Court Street
Medina, OH 44256

RE: Attorney Liens for Naomi Wright and Layneia Schlamann
Date of Losses: 8/2/2016 & 8/29/16

To Mr. Ameer,

We understand you are currently representing Naomi Wright and Layneia Schlamann. Please accept this letter as notice that our firm is asserting a charging lien against monies for the time, effort and money our firm has invested in Naomi Wright and Layneia Schlamann cases. Please find attached our contingency fee agreements in which the claimants expressly agreed to a charging lien. Please also be aware of Rule of Professional Conduct Regarding the Safe Keeping of Funds 1.15(e) and rule 1.5(f) regarding funds in dispute. Failure to hold funds or honor our liens may make your firm responsible for the liens.

In these particular cases, we have calculated our fees to be the contractually agreed upon percentage quantum meruit of \$2,430.00 on Naomi Wright's 8/2/16 accident and \$900.00 on Naomi Wright's 8/29/16 accident. We have calculated our fees to be the contractually agreed upon percentage quantum meruit of \$595.00 on Layneia Schlamann 8/2/16 accident and \$150.00 on Layneia Schlamann 8/29/16 accident. This in addition to our verified case expenses in the amount of \$298.87 for Naomi Wright's 8/2/16 case and \$50.00 for Naomi Wright's 8/29/16 case, as well as \$85.00 for Layneia Schlamann's 8/2/16 case and \$50.00 for Layneia Schlamann's 8/29/16 case. We intend to enforce this lien, and therefore, give you notice and request that you hold funds sufficient to satisfy our fees until any dispute between Kisling, Nestico & Redick, LLC and the claimant is resolved by settlement or judgment.

Ohio law provides that an attorney may enforce a charging lien either by taking possession of the funds to which the lien has attached or by giving notice of the asserted lien to the judgment debtor. (emphasis added) As stated by the Ohio Supreme Court in Diehl, an attorney may have a claim upon the fruits of a judgment or decree which he has assisted in obtaining, or upon a sum of money which he has collected, and courts will aid him in securing or maintaining such claim. Ohio law parallels the requirement articulated in the Restatement of the Law Governing Lawyers, i.e., that a charging lien becomes binding on a third party, including an insurance company, when the party has notice of the lien. RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 43 (2000); see also RESTATEMENT (SECOND) OF AGENCY § 464 cmt. n (1958).

In addition Ohio law does not preclude counsel retained earlier in litigation or representation

from recovering upon a charging lien simply because such counsel has been discharged as of the date of the judgment, or settlement, so long as counsel can demonstrate the significance his contribution has to that judgment. See *Cuyahoga Cty. Bd. of Commrs. v. Maloof Properties, Ltd.*, 197 Ohio App. 3d 712, 2012-Ohio-470, 715, 968 N.E.2d 602 (8th Dist.) citing *Exact Software*

NA v. Infocon Sys., Inc., N.D. Ohio No. 3:03CV7183, 2011 WL 5008421 (Oct. 19, 2011). These charging liens are generally superior to the claims of the client's other creditors including tax liens. *Goldberger*, 109 Ohio St. 22, 141 N.E. 656, paragraph two of the syllabus. Indeed, charging liens have been recognized as having a "super priority."

We therefore request that you hold funds sufficient to cover our fees we have earned in this matter. If you dispute whether we are entitled to such funds, you should hold them until an agreement has been reached between us and our former client or until a court of competent jurisdiction renders an opinion on the amount of our lien.

Please keep us informed as to the status of this matter, and if you have any questions, comments or concerns, do not hesitate to contact us.

Very truly yours,

KISLING, NESTICO & REDICK, LLC

April Proctor
Attorney at Law

Kisling, Nestico & Redick, LLC
Attorneys at Law

CONTINGENCY FEE AGREEMENT

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

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

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

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

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

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

Signed this _____ day of _____,

CLIENT

ATTORNEY



233588 / Member Williams

Settlement Memorandum

Recovery:

REC State Farm Insurance \$ 9,965.30

\$ 9,965.30

DEDUCT AND RETAIN TO PAY:

Kisling, Nestico & Redick, LLC	
MRS Investigations, Inc.;	\$ 50.00
Selson Clinics Neurology; /bd	\$ 43.44
Selson Clinics Neurology; /bd	\$ 15.32
Summa Wadsworth-Rittman Hospital; /bd	\$ 5.00
UHMP; 2128/bc	\$ 42.78
IOD Incorporated (Crystal Clinic); 28447554/bc	\$ 33.56

Total Due \$ 190.10

DEDUCT AND RETAIN TO PAY TO OTHERS:

Kisling, Nestico & Redick, LLC	\$ 3,321.76
Selson Clinics Neurology	<u>110</u> \$ 121.10
Summa Wadsworth-Rittman Hospital	\$ 463.80

Total Due Others \$ 3,906.66

Total Deductions	\$ 4,096.76
Total Amount Due to Client	\$ 5,868.54
Less Previously Paid to Client	\$ 0.00
Amount to be paid by Client	\$121.10
Net Amount Due to Client	\$ 5,989.64

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

Date: 8/7/15

Name: [Signature]
Member Williams

Firm: Kisling, Nestico & Redick, LLC



My name is Matthew Johnson and I reside at 2427 Edwin Ave, Akron, OH 44305. I am entering into this non-recourse civil litigation advance agreement ("Agreement") with Liberty Capital Funding LLC ("Company") as of 7/17/2012.

1. I accept the sum of \$250.00 from Company. I direct the funds to be distributed as follows: \$250.00 payable to Matthew Johnson.

2. I assign to Company an interest in the proceeds from my Legal Claim (defined below) equal to the funded amount of \$250.00 plus all other fees and costs to be paid out of the proceeds of my legal claim. I understand that the amount I owe at the end of the first six month interval shall be based upon the amount funded plus the displayed annual percentage rate of return (APRR) charge plus the below listed fees. Each six month interval thereafter shall be computed by taking prior six month balance owed and accessing the displayed six month APRR charge to that total (semi-annual compounding) plus the below listed fees. This shall continue for thirty-six months or until the full amount has been repaid.

MANDATORY DISCLOSURE STATEMENT

1. Total amount of funding received by consumer \$ 250.00

2. Itemized fees:

Application Fee	\$ 0.00
Processing	\$ 20.00
Attorney review	\$ 0.00
Broker	\$ 0.00
Delivery Fee	\$ 50.00
Total fees:	\$ 0.00

3. Total amount to be repaid by consumer - (plus itemized fees)

* if at 6 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 398.40
if at 12 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 496.01
if at 18 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 617.53
if at 24 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 768.82
if at 30 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 957.18
if at 36 months: (you will actually pay 24.50% based upon a 49.00% APRR with semi-annual compounding)	\$ 1191.69

Seller Initials MWS



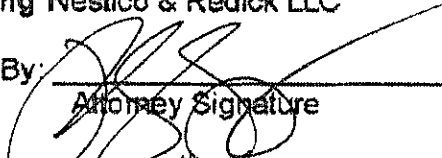
ATTORNEY ACKNOWLEDGMENT OF ASSIGNMENT OF PROCEEDS OF CLAIM

I, Paul Steele of Kisling Nestico & Redick LLC, am counsel to Matthew Johnson in the Legal Claim which arose on or about 1/13/2012 in which Matthew Johnson is expected to receive proceeds from its resolution. I hereby acknowledge the assignment and/or placement of a lien upon the proceeds of the above Legal Claim by my client and granted to Liberty Capital Funding LLC pursuant to a Funding Agreement between both parties. I understand that I am instructed to follow Matthew Johnson's Irrevocable direction and authorization to pay such sums that shall be due and owing at the time of the resolution of the above Legal Claim. At such time that the above Legal Claim is ready for disbursement, I shall contact the above Company for a proper pay-off amount I shall at disbursement time send said check made payable to Liberty Capital Funding LLC located at 8276 Calabria Lakes Dr. Boynton Beach, FL 33473.

If any dispute arises over the amount owed LCF, it is expressly understood that I shall pay LCF the non-disputed amount owed by Matthew Johnson. I shall not disburse any proceeds to Matthew Johnson or to anyone else on Matthew Johnson's behalf, except for my attorney's fees (not to exceed 40%) and/or actual disbursements incurred by me in connection with the prosecution of this Legal Claim, until such dispute is resolved. I shall keep the proceeds in my client trust account while any dispute is pending. If the dispute continues beyond 120 days, I may notify LCF and Matthew Johnson and then transfer the funds from my client trust account and deposit the proceeds with a court of competent jurisdiction. I am being paid per a written contingent fee agreement and all proceeds of the civil claim or action will be disbursed via my client trust account or settlement fund established to receive proceeds from the defendant on behalf of Matthew Johnson. I further represent that to the best of my knowledge Matthew Johnson has NOT taken any other fundings, advances, loans or any funding encumbrances on the above Legal Claim other than LCF herein. I agree to notify LCF if at any time I am no longer counsel on this Legal Claim, or I have joined additional co-counsel to also work on this Legal Claim. While I am not endorsing or recommending this transaction, I have reviewed the contract and all costs and fees have been disclosed to my client, including the annualized rate of return applied to calculate the amount to be repaid by my client. This document is part of the contract between Customer and Company for purposes of Ohio Revised Code Section 1349.55.

Dated: 7/17/12

Kisling Nestico & Redick LLC

By: 

Attorney Signature
Given this 17th day of July, 2012.

Seller Initials MLWJ

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Tuesday, June 3, 2014 11:07 AM
To: Prelit Attorney
Subject: Investigators
Importance: High



Brandy Brewer
Kisling, Nestico & Redick
 Director of Operations
 3412 W. Market St., Akron, Ohio 44333
 Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
 Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: Brandy Brewer
Sent: Tuesday, June 03, 2014 11:02 AM
To: Prelit Support
Subject: Investigators
Importance: High

We have two intakes today that were referred to ASC and they are signing forms there. This shouldn't be happening unless the client cannot meet with Mike/Aaron/Chuck and they can only sign at chiro.

The cases today are in Akron. There should be no reason why an investigator cannot sign.

If you have questions about this, please see me.

Thank you.



Brandy Brewer
Kisling, Nestico & Redick
 Director of Operations
 3412 W. Market St., Akron, Ohio 44333
 Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
 Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: **Holly Tusko** htusko@knrlegal.com
 Subject: Chiro Referrals
 Date: January 14, 2014 at 3:13 PM
 To: Intake Intake@knrlegal.com, Attorneys Attorneys@knrlegal.com
 Cc: Brandy Brewer brandy@knrlegal.com



If a doctor calls in and asks for a specific attorney you RING THIS out to the attorney intake button. They do not get sent to any specific attorney. PERIOD, NO EXCEPTIONS unless Brandy, Rob or myself tell you differently.

If a doctor, like Dr. Sonich, calls in to give us a ³heads up² that a client is coming in that does not mean that the attorney that took down the name of this client will get the intake or the case. When the doctor calls and the patient is there with them, THAT is when the intake gets completed by the attorney that will get the case.

If you have questions please see me.



Holly Tusko

Kisling, Nestico & Redick

Intake Manager

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: Brandy Lamtman
Sent: Thursday, November 15, 2012 8:50 AM
To: Staff
Subject: Fwd: Referrals

Sent from my iPhone

Begin forwarded message:

From: Rob Nestico <nestico@knrlegal.com>
Date: November 15, 2012, 8:22:29 AM EST
To: Rob Nestico <nestico@knrlegal.com>
Cc: Brandy Lamtman <brandy@knrlegal.com>
Subject: Referrals

Please make sure to refer ALL Akron cases to ASC this month. We are 30-0. Also any time you refer a patient to any Chiro have your assistant follow up and make sure they go on obviously cases that are signed up outside of Chiro office.

Sent from iPhone of Rob Nestico

From: Brandy Lamtman brandy@knrlegal.com
Subject: A Plus Injury
Date: August 21, 2013 at 2:11 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com



Please do not send anymore clients there this month. We are 6 to 1 on referrals.

Tuesday, May 5, 2015 at 11:55:48 PM Eastern Daylight Time

Subject: Referred To....

Date: Tuesday, May 29, 2012 at 6:59:22 AM Eastern Daylight Time

From: Brandy Brewer

To: Attorneys, Prelit Support

CC: Ericka J. Schmidt

Priority: High

I had a chiropractor call me on Friday to review the number of cases she sent to us and we sent to her. I was unable to tell her how many we sent to her because this information was not in the referred to box in the case. I remembered that we did send her a couple of cases, but I wasn't sure of the details. This is why it is VERY important that this information is properly entered on the intake sheet. PLEASE make sure you filling in ALL information on the intake sheet.

Thank you,



Brandy Brewer

Kisling, Nestico & Redick

Executive Assistant to Attorney Nestico

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown



From: Brandy Brewer brandy@knrlegal.com
Subject: Re: Deaconess Chiro called:
Date: January 17, 2014 at 4:04 PM
To: Courtney Warner cwarner@knrlegal.com
Cc: Sarah Knoch sknoch@knrlegal.com, Staff Staff@knrlegal.com

Nobody releases ANY information regarding referrals to anyone other than me!

These calls should all come to me. Thank you.

Sent from my iPhone

On Jan 17, 2014, at 3:08 PM, "Courtney Warner" <cwarner@knrlegal.com> wrote:

Wants us to email them the names of ALL clients we referred in January, and going forward email the clients we refer everytime we refer

<image001.jpg>

Courtney Warner

Kisling, Nestico & Redick

Paralegal

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, <image002.jpg><image003.jpg><image004.jpg><image005.jpg>

Canton, Cleveland,

Cincinnati,

Columbus, Dayton,

Toledo &

Youngstown



From: Brandy Brewer <brandy@knrlegal.com>
Sent: Monday, June 9, 2014 9:17 AM
To: Prelit Attorney
Subject: Chiro Referrals

Importance: High

Please make sure you are using the chiro boards. When I left on Wednesday I switch Akron to Akron Injury and you sent ZERO cases there and 4 to ASC, I also added Tru Health and removed Shaker Square and you sent 3 cases to Shaker Square and ZERO to Tru Health.

Core was removed as well and you sent a case there!

From: Brandy Brewer <bbrewer@knrlegal.com>
Sent: Wednesday, October 17, 2012 10:25 AM
To: Prellt Attorney
Subject: Shaker Square

Importance: High

PLEASE make sure you refer intakes there. I just noticed that we've sent 2 cases to A Plus Accident & Injury Center when these cases could've gone to Shaker, who sends us way more cases.

I've sent this email three times now, please note this so next time you're on a Cleveland Intake you remember this.

Thanks!



Brandy Brewer

Kisling, Nestico & Redick

Executive Assistant to Attorney Nestico

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*Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown*



From: Brandy Lamtman brandy@knrlegal.com
Subject: Referrals.....
Date: May 22, 2013 at 2:48 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com
Cc: Rob Nestico nestico@knrlegal.com, Intake Intake@knrlegal.com, Holly Tusko htusko@knrlegal.com



I have spent a significant amount of my day fixing referral mistakes. PLEASE make sure the information that you give and receive is listed on the intake sheet. Just this month alone there were 13 mistakes made by your regarding the referred to's. This cannot happen. I work hard to maintain a close relationship with chiropractors and I am in contact with most of them several times a day.

Furthermore, every single intake that gets done by attorneys, an email should be sent indicating what the referral is, where the case is referred to and how/when/who is signing case.

Intake, when an attorney does an intake for companions and they note they referred all clients to a chiropractor, make sure you are adding this info to ALL companions, unless it is a minor and the minor isn't going to the chiro. If you have questions about this, please ask the attorney.



Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com



From: Brandy Lamtman brandy@knrlegal.com
Subject: Referrals...
Date: May 17, 2013 at 4:53 PM
To: Attorneys Attorneys@knrlegal.com



I cannot stress the importance of this enough, you MUST put the referred to on the intake sheet. I just fixed 3 cases today!!! This is VERY VERY VERY important.



Brandy Lamtman
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brandy@knrlegal.com





From: **Holly Tusko** htusko@knrlegal.com
 Subject: Referrals
 Date: June 4, 2013 at 12:16 PM
 To: Intake Intake@knrlegal.com, Attorneys Attorneys@knrlegal.com
 Cc: Brandy Lamtman brandy@knrlegal.com, Rob Nestico nestico@knrlegal.com

I CANNOT express enough the importance of making sure that the referred by¹s are correct (regardless if it's chiros, directs, etc). I have been having to chase these down daily and correct A LOT of them.

If they received a direct mail YOU MUST ASK if they received a red bag on their door or if they received a mailer in their mailbox. They all have DVD¹s, magnets, etc so you MUST specify red bag or in the mailbox. There is a difference.

Thanks.



Holly Tusko

Kisling, Nestico & Redick

Intake Manager

3412 W. Market St., Akron, Ohio 44333

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Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: Brandy Lamtman brandy@knrlegal.com
Subject: Akron Injury
Date: July 17, 2013 at 8:59 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com



Today we sent 3 to ASC....please get the next Akron case to Dr. Holland at Akron Injury. Please just make sure it's not a red bag referral and not a current or former client that treated at ASC.

Thanks

Sent from my iPhone

From: **Brandy Brewer** brandy@knrlegal.com
 Subject: Companions
 Date: June 19, 2014 at 2:11 PM
 To: Prelit Attorney PrelitAttorney@knrlegal.com
 Cc: Holly Tusko htusko@knrlegal.com, Kevin Thompson kthompson@knrlegal.com



Twice in the past week, I've learned that ASC has roped in companions from OUR referrals. You must indicate if there are companions on the intake and you MUST try to rope them in. Obviously you cannot call them, but we don't have this problem with Paul or our Columbus attorneys as they do a great job with this. This is a BIG problem in Akron.



Brandy Brewer

Kisling, Nestico & Redick

Director of Operations

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Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: Brandy Brewer brandy@knrlegal.com
Subject: Akron Referrals
Date: December 16, 2014 at 3:15 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com



We need to get cases over to United. Please make sure companion to cases aren't at ASC, they haven't treated at ASC in the past, they don't already have an appointment at ACS, etc. No affiliation whatsoever at ASC! And explain to them not to talk to ANY telemarketers.

Sent from my iPhone

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Thursday, September 4, 2014 4:14 PM
To: Prelit Attorney; Prelit Support
Cc: Rob Nestico; Jenna Wiley
Subject: Insurance Issues on ASC Cases

Importance: High

When there is an insurance issue or even a possibility of an insurance issues on ASC Cases, please send an email to akron2@csgonline.net and katie@managedservices4u.com with the information. This MUST be done.

Thank you.



Brandy Brewer

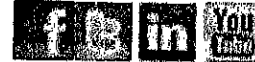
Kisling, Nestico & Redick

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*Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown*



Monday, June 15, 2015 at 8:33:42 PM Eastern Daylight Time

Subject: Rooms.....

Date: Wednesday, November 6, 2013 at 8:59:12 AM Eastern Standard Time

From: Brandy Brewer

To: Prelit Attorney, Mike Simpson, Mike Simpson (michaelsimpson12@yahoo.com)

Priority: High

Room Arrangements:

- Cawley/Floros
- Tassi/Schneider
- Tony/Waleed
- Rob/Paul
- Sam
- Simpson/Matt
- Horton/Robert
- Zaber/Tom
- Jason/Josh



Brandy Brewer

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Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown



From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Tuesday, March 26, 2013 10:55 AM
To: Attorneys
Subject: Intakes....

Importance: High

If you do an intake and the person already has an appointment with a chiropractor we do not work with, either pull it and send to one of our doctors or call the chiropractor directly. You MUST do this on all intakes, otherwise the chiropractor will pull and send to one of their attorneys!



Brandy Lamtman

Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008

brandy@knrlegal.com



From: Brandy Lamtman brandy@knrlegal.com
Subject: Chiro Referrals
Date: May 1, 2013 at 3:39 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com
Cc: Rob Nestico nestico@knrlegal.com



This happens frequently so we wanted to address this with all of you. When doing an intake, just bc they tell you they are treating with pcp, doesn't mean you shouldn't refer to a chiro. Always refer to a Chiro bc they can do both.

This is especially an issue in Youngstown.

Sent from my iPhone

From: Brandy Lamtman brandy@knrlegal.com
Subject: Chiropractor Referrals
Date: March 12, 2013 at 3:15 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com
Cc: Rob Nestico nestico@knrlegal.com



PLEASE make sure you are calling the chiro and scheduling the appointment. This has been discussed before.

Thanks



Brandy Lamtman
Executive Assistant to Attorney Nestico
Kisling, Nestico, & Redick, LLC
3412 W. Market Street
Akron, Ohio 44333
Phone: 330-869-9007
Fax: 330-869-9008
brandy@knrlegal.com





From: **Brandy Lamtman** brandy@knrlegal.com
 Subject: Chiropractor Referrals
 Date: November 19, 2012 at 10:38 AM
 To: Attorneys Attorneys@knrlegal.com, Prelit Support PrelitSupport@knrlegal.com
 Cc: Rob Nestico nestico@knrlegal.com, Robert Redick redick@knrlegal.com, Holly Tusko htusko@knrlegal.com

I know that many of you already do this, but for those of you that do not, PLEASE put the intake on hold and call the chiropractor's office and set up the appointment for the client and then let the client know the time they need to be there. It is IMPERATIVE that this gets done.

Paralegals, when you do your first phone call with the client after the case gets opened, make sure the client went to see the chiropractor.



Brandy Lamtman
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 Fax: 330-869-9008
brandy@knrlegal.com



From: Brandy Lamtman brandy@knrlegal.com
Subject: My referral
Date: September 16, 2013 at 9:49 AM
To: Rob Horton rhorton@knrlegal.com



Since she is a nurse, she may not want chiro. Feel her out for that before you refer. She may want family doc and PT.

From: Brandy Lamtman <brandy@knrlegal.com>
Sent: Wednesday, October 2, 2013 3:14 PM
To: Prelit Support; Prelit Attorney; Litigation Support; Litigation Attorney
Subject: Plambeck Clinics

Importance: High

These are the only Narrative Fees that get paid in addition to Dr. Alex Frantzis with NorthCoast Rehab (\$200.00) ((NOT PLAMBEC))

*Akron Square Chiropractic: Dr. Minas Floros
 *Detroit Shoreway Chiropractic: Dr. Kyle Schneider
 East Broad Chiropractic: Dr. Heather Kight
 Old Town Chiropractic: Dr. Gregory Smith
 Raider Chiropractic: Dr. Michael Buczynaki
 Shaker Square Chiropractic: Dr. Drew Schwartz
 *Toledo Spine & Rehab: Dr. Patrice Lee-Seyon
 Valley Spine & Rehab: Dr. Briggs
 *Vernon Place Chiropractic: Dr. Jason Maurer
 *Werkmore Chiropractic: Dr. Jason Maurer
 Westgate Family Health: Dr. Michael Buczynaki
 *West Tusc Chiropractic: Dr. Tassi and Dr. Eric Cawley
 *Youngstown Chiropractic: Dr. Sirikul ³Ruth² Thunijinda

**** Narrative Report Fees are paid to Dr. Patrice Lee-Seyon via MedReports (Toledo Spine) for \$200.00, Dr. Minas Floros (Akron Square) \$200.00, Dr. Philip Tassi for him and Dr. Eric Cawley (West Tusc) \$200.00, Dr. Sirikul Thunijinda (Youngstown Chiropractic) \$150.00 and Dr. Kyle Schneider (Detroit Shoreway) \$150.00 to the doctor personally (all doctors are in needles)**

WD's must be faxed to Rebecca at (855) 267-9337 and an email sent to the billing ladies

franklind@csgonline.net: Denise, she has TOLEDO, OLD TOWN

Colbenson@csgonline.net - Annette, she has SHAKER SQUARE, EAST BROAD, WEST BROAD, RAIDER, VALLEY SPINE and YOUNGSTOWN

delattek@csgonline.net Katie, she has AKRON, VERNON PLACE/WERKMORE

bordelonk@csgonline.net Karla, she has WEST TUSC



Brandy Lamtman
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Monday, May 4, 2015 at 8:54:56 PM Eastern Daylight Time

Subject: Plambeck Report Fees \$150

Date: Wednesday, April 2, 2014 at 12:34:06 PM Eastern Daylight Time

From: Brandy Brewer

To: Prelit Support, Prelit Attorney

Nothing has changed except the amount for narratives and....

NO NARRATIVES ARE TO BE PAID ON ANY MINOR PATIENT!

***Narrative Report Fees are paid to Dr. Patrice Lee-Seyon via MedReports (Toledo Spine) for \$150.00, Dr. Minas Floros (Akron Square) \$150.00, Dr. Eric Cawley (Canton Injury/West Tusc) \$150.00, Dr. Jason Maurer (Vernon/Werkmore) for \$150.00, Dr. Sirkul Thunijinda (Youngstown Chiropractic)\$150.00 and Dr. Kyle Schneider (Detroit Shoreway) \$150.00 to the doctor personally (all doctors are in needles)

Begin forwarded message:

From: Gary Petti <gpetti@knrlegal.com>
Date: November 28, 2012 at 9:14:31 AM EST
To: "pettigary@yahoo.com" <pettigary@yahoo.com>
Subject: FW: Nicole and Sade Woodall - Remember, no reports from doktor floores...



Gary M. Petti

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

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Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown



From: Gary Petti
Sent: Wednesday, November 28, 2012 9:05 AM
To: Megan Jennings
Subject: FW: Nicole and Sade Woodall - Remember, no reports from doktor flooroes...

I've asked a number of adjusters about the importance of those reports and the most common response is nearly uncontrolled laughter.



Gary M. Petti

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**Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown**



From: Rachel Schilling
Sent: Wednesday, November 28, 2012 8:49 AM
To: Megan Jennings; Gary Petti
Subject: FW: Nicole and Sade Woodall

From: Brandy Lamtman brandy@knrlegal.com
Subject: Chiropractor Referrals
Date: May 6, 2013 at 6:14 PM
To: Prelit Attorney PrelitAttorney@knrlegal.com
Cc: Rob Nestico nesico@knrlegal.com



We MUST send an investigator to sign up clients!! We cannot refer to Chiro and have them sign forms there. This is why we have investigators. We are losing too many cases doing this!!!!!!

If a client is already at the chiro's office then of course it is ok. Other than that send an investigator.

No faxing or emailing forms unless it is approved by Rob, Robert or I.

Sent from my iPhone

From: Robert Redick <redick@knrlegal.com>
Sent: Friday, December 7, 2012 4:17 PM
To: Staff
Cc: Rob Nestico
Subject: Fees for Investigators

Importance: High

Please be advised that if the attorney on the case requests any Investigator WHO IS NOT MIKE OR AARON to do something for a case that has already been opened.

I.E. Pick up records knock on the door to verify address they CAN be paid on a case by case basis depending on the task performed.

However, no checks for anything other than the SU fee should ever be requested without getting in-writing approval from the handling attorney, myself and/or Brandy.

Under no circumstances should any additional checks to MRS or AMC be requested other than at the time the case is set-up.

Please see me if you have any questions



Robert W. Redick
Kisling, Nestico & Redick
Attorney At Law
3412 W. Market St., Akron, Ohio 44333
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Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown



30 Auto (359 so far for October)
1 Kne

	10/14/14	10/14/14	A	Heather / Paul	Gary Krebs \$100				
	10/14/14	10/14/14	A	Courtney / Josh	MRS \$50	Akron Square			
	10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele \$50	Town & Country			
	10/14/14	10/14/14	A	Paige / Ken	Hillibrand \$100	TV-Columbus			
	10/14/14	10/14/14	A	Nicole / Devin	MRS \$50	DM 09/15/2014 Stark Red Bag			
	10/14/14	10/14/14	A	Nicole / Devin	MRS \$50	DM 09/15/2014 Stark Red Bag			
	10/14/14	10/14/14	A	Bre / Rob H	AMC \$50	Teledo Injury			
	10/14/14	10/14/14	A	Paige / Ken	MRS \$50	Atlantic Chiro			Comp to
	10/14/14	10/14/14	A	Paige / Ken	MRS \$50	Atlantic Chiro			Comp to
	10/14/14	10/14/14	A	Bre / Rob H	AMC \$50	Shaker Blvd Rehab			Comp to
	10/14/14	10/14/14	A	Jill / John	AMC \$50	YP			OBJ
	10/14/14	10/14/14	A	Heather / Paul	Wes Steele \$50	Red Bag Columbus			
	10/14/14	10/14/14	A	Nicole / Devin	AMC \$50	TV-Akron / Cleveland			
	10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele \$50	Whitehall Trl			
	10/14/14	10/14/14	A	Courtney / Josh	AMC \$50	Web Page			
	10/14/14	10/14/14	A	Lorene / Tom	MRS \$50	DM 10/06/2014 Ytown Red Bag			
	10/14/14	10/14/14	A	Bre / Rob H	AMC \$50	Akron Square			COMMERCIAL DEF
	10/14/14	10/14/14	A	Lindsay / Brian	Hillibrand \$100	TV-Columbus			
	10/14/14	10/14/14	A	Heather / Paul	MRS \$50	Direct Mail- Columbus			OBJ
	10/14/14	10/14/14	A	Heather / Paul	MRS \$50	Direct Mail- Columbus			OBJ
	10/14/14	10/14/14	A	Heather / Paul	MRS \$50	Direct Mail- Columbus			OBJ
	10/14/14	10/14/14	A	Courtney / Josh	AMC \$50	Akron Square			
	10/14/14	10/14/14	A	Courtney / Josh	AMC \$50	Akron Square			Comp to
	10/14/14	10/14/14	A	Lindsay / Brian	Wes Steele \$50	Whitehall Trl			
	10/14/14	10/14/14	A	Paige / Ken	MRS \$50	Akron Square			
	10/14/14	10/14/14	A	Bre / Rob H	MRS \$50	Akron Square			Comp to
	10/14/14	10/14/14	A	Courtney / Josh	AMC \$50				
	10/14/14	10/14/14	A	Nicole / Devin	Ellen Jones \$100	Friend - Unknown			
	10/14/14	10/14/14	A	Lisa / Amanda	Wes Steele \$50	Col Inj - East			
	10/14/14	10/14/14	A	Nicole / Devin	MRS \$50	Xcell			
	10/14/14	10/14/14	RNEE	Watson	AMC \$50	YP			



Holly Tucker
Kistler, Nestor & Radtke
Attorney at Law
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Locations: Akron, Canton, Cleveland,
Cincinnati, Columbus, Dayton, Toledo
& Youngstown



35 Auto (687 sa far for May) ◆

	5/30/14	5/30/14	A	Bobbie / Mark	MRS \$50			
	5/30/14	5/30/14	A	Paige / Ken	AMC \$50	Werkmore Chiro		
	5/30/14	5/30/14	A	Amy / Greg	Wes Steele \$50	Town & Country		
	5/30/14	5/30/14	A	Amy / Greg	Wes Steele \$50	Town & Country		
	5/30/14	5/30/14	A	Matt / Amanda	James Smith \$100	DM 05/26/2014 Cincy		
	5/30/14	5/30/14	A	Courtney / Jason	MRS \$50	DM 05/26/2014 Stark Red Bag		CBT -
	5/30/14	5/30/14	A	Jackie / Josh	AMC \$50	Akron Square		
	5/30/14	5/30/14	A	Larene / Tom	Wes Steele \$50	Town & Country		
	5/30/14	5/30/14	A	Larene / Tom	Wes Steele \$50	Town & Country		comp to
	5/30/14	5/30/14	A	Courtney / Jason	James Smith \$100	DM 05/26/2014 Cincy		comp to
	5/30/14	5/30/14	A	Amy / Greg	James Smith \$100	DM 05/26/2014 Cincy		
	5/30/14	5/30/14	A	Jackie / Josh	Jeff Allen \$75	Yvonne Chiro		
	5/30/14	5/30/14	A	Courtney / Jason	AMC \$50	TV-Akron / Cleveland		
	5/30/14	5/30/14	A	Courtney / Jason	AMC \$50	TV-Akron / Cleveland		
	5/30/14	5/30/14	A	Jackie / Josh	MRS \$50	TV-Akron / Cleveland		
	5/30/14	5/30/14	A	Amy / Greg	Wes Steele \$50	Town & Country		
	5/30/14	5/30/14	A	Nicole / Devin	AMC \$50	Town & Country		
	5/30/14	5/30/14	A	Amy / Greg	Wes Steele \$50	DM 05/19/2014 Akron Red Bag		
	5/30/14	5/30/14	A	Courtney / Jason	AMC \$50	TV-Akron / Cleveland		
	5/30/14	5/30/14	A	Paige / Ken	MRS \$50	TV-Akron / Cleveland		
	5/30/14	5/30/14	A	Paige / Ken	AMC \$50	Core Chiro		
	5/30/14	5/30/14	A	Heather / Paul	Wes Steele \$50	Town & Country		
	5/30/14	5/30/14	A	Amy / Greg	Wes Steele \$50	DM 05/26/2014 Franklin Red Bag		
	5/30/14	5/30/14	A	Nicole / Devin	MRS \$50	DM 03/17/2014		
	5/30/14	5/30/14	A	Jimmy / Robert	MRS \$50	Friend - Unknown		
	5/30/14	5/30/14	A	Heather / Paul	Wes Steele \$50	TV-Columbus		
	5/30/14	5/30/14	A	Heather / Paul	Wes Steele \$50	TV-Columbus		
	5/30/14	5/30/14	A	Bobbie / Mark	AMC \$50	Carion Trj		
	5/30/14	5/30/14	A	Bobbie / Mark	AMC \$50	Carion Trj		
	5/30/14	5/30/14	A	Jimmy / Robert	Dave French \$100	DM 04/14/2014 Toledo		
	5/30/14	5/30/14	A	Jackie / Josh	AMC \$50	DM 05/26/2014 Akron Red Bag		
	5/30/14	5/30/14	A	Paige / Ken	MRS \$50	Sycamore Spine		
	5/30/14	5/30/14	A	Paige / Ken	MRS \$50	Sycamore Spine		
	5/30/14	5/30/14	A	Jimmy / Robert	MRS \$50	Detroit Showway		
	5/30/14	5/30/14	A	Jimmy / Robert	MRS \$50	Detroit Showway		

Holly Turko

Description
 Birthdate
 SSN
 Address
 Phone
 Email

Kasting, Nestice & Redick
 Trade Manager
 3412 W. Market St., Akron, Ohio 44333
 Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007
 Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo & Youngstown

mhtml:file://C:\Users\Legal\A\ppData\Local\Microsoft\Windows\INetCache\Content\Outlook\C1D8VB0F\email.mht

3/1/2017

From: Amber Angelilli aangelilli@knrlegal.com
Subject: FW: Investigator info
Date: June 19, 2013 at 3:27 PM
To: Staff Staff@knrlegal.com



Jeff Allen is back on duty. Please contact him for sign ups--thank you

Amber Angelilli
Kisling, Nestico & Redick
Secretary, aangelilli@KNRLegal.com
4790 Market Street Boardman, OH 44512
Main: 330-729-1090 Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo
& Youngstown

-----Original Message-----

From: Amber Angelilli
Sent: Tuesday, June 18, 2013 12:08 PM
To: Staff
Subject: Investigator info
Importance: High

Investigator Jeff Allen will not be available tomorrow. 6/19/2013-
Wednesday

PLEASE CONTACT : Jack Kidd Phone 330-770-9347 FOR ANY SIGN UPS IN THE
YTOWN AREA..THANK YOU!

Amber Angelilli
Kisling, Nestico & Redick
Secretary, aangelilli@KNRLegal.com
4790 Market Street Boardman, OH 44512
Main: 330-729-1090 Fax: 330-869-9008 | Outside Ohio: 800-978-9007

Locations: Akron, Canton, Cleveland, Cincinnati, Columbus, Dayton, Toledo
& Youngstown

-----Original Message-----

From: Jeff Allen
Sent: Tuesday, June 18, 2013 11:50 AM
To: Amber Angelilli
Subject:

His name is Jack Kidd Phone 330-770-9347

From: Kristen Lewis klewis@knrlegal.com
Subject: FW: NEW INTAKES FOR DA VINCI ROBOTIC SURGERY MASS TORT
Date: March 11, 2013 at 12:34 PM
To: PreLit Group PreLitGroup@knrlegal.com, Litigation Group LitigationGroup@knrlegal.com



For your information, this was also sent out to the attorneys on Friday providing background on the da Vinci. Please review.

From: Kristen Lewis
Sent: Friday, March 08, 2013 2:05 PM
To: Attorneys
Cc: Holly Tusko; John Reagan; Rob Nestico; Jess Robinson; Brandy Brewer
Subject: NEW INTAKES FOR DA VINCI ROBOTIC SURGERY MASS TORT
Importance: High

We are starting advertising Monday for a mass tort involving da Vinci Robotic surgeries. Please find attached the new form to be completed for these intakes. **Please be sure you are filling out these forms in their entirety since Corey Watson relies upon them heavily to open their cases.**

Da Vinci Robotic surgeries are being conducted across the country and are being very heavily utilized in Ohio. The machines are \$2 million and are sold to hospitals under the auspices that they are better for the patients because they are less invasive. Basically, the surgeon stands behind a control panel, and while looking at a screen, tells the robot what to do. They are primarily used to perform hysterectomies, prostate removal, gastric bypasses, gall bladder removals and thyroid cancer surgeries. As you can imagine, the learning curve on the devices are quite high (the company's literature indicates that it can take a surgeon upwards of 250 to 750 surgeries to master the robot's use). Various injuries can be caused including burns from the electrical currents jumping out of the robot to tearing, puncturing and perforations of nearby organs and tissue.

Starting Monday, the intake department will obtain basic background information from callers who are responding to our ads. There is a ³DVR² case type which will be used. Attached is a screening form to be used by the attorneys when intake refers the da Vinci caller to an attorney.

Once the intake screening form is completed by the attorney, an investigator will handle the signups. They will have our fee agreement signed and leave a more detailed medical questionnaire for the client to complete. We will be teaming with Corey Watson in the handling of these cases, which is disclosed to the client on the fee agreement. However, for purposes of intake calls we are simply to advise the caller that we are the firm handling these cases, and not mention any co-counsel or the Corey Watson firm.

If you have any questions please see me, Rob, John or Holly.

Thank you!

Kristen M. Lewis
Kisling, Nestico & Redick

Attorney at Law

3412 W. Market Street, Akron, Ohio 44333

Main: 330-869-9007 ~ Fax: 330-896-9008

**Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown**



CWCD da Vinci
Screening Form.docx

From: Ken Zerrusen zerrusen@knrlegal.com
Subject: I need a private investigator to find a driver when we only have the license plate# Who do we use for this?
Date: February 24, 2012 at 2:12 PM
To: Staff Staff@knrlegal.com



Ken Zerrusen

Kisling, Nestico & Redick

Attorney At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown*



From: **Kristen Lewis** klewis@knrlegal.com
Subject: Private Investigator
Date: December 23, 2013 at 4:47 PM
To: Attorneys Attorneys@knrlegal.com



Is there someone that we regularly use when trying to locate a MIA client?

Kristen M. Lewis
Kisling, Nestico & Redick
Attorney at Law
3412 W. Market Street, Akron, Ohio 44333
Main: 330-869-9007 ~ Fax: 330-869-9008

*Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown*



From: Kimberly Lubrani klubrani@knrlegal.com
Subject: RE: Akron area investigator?
Date: August 27, 2014 at 2:19 PM
To: Joshua Angelotta jangelotta@knrlegal.com, Attorneys Attorneys@knrlegal.com



AMC investigations is always eager to go the extra mile and get witness statements...

Kimberly Lubrani
Kisling, Nestico & Redick
Attorney

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
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From: Joshua Angelotta
Sent: Wednesday, August 27, 2014 2:10 PM
To: Attorneys
Subject: Akron area investigator?

Any recommendations for an Akron area investigator we can hire to get potential fact witness statements?

Joshua R. Angelotta

Kisling, Nestico & Redick
Attorney At Law

3412 W. Market St., Akron, Ohio 44333

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Wednesday, May 6, 2015 at 12:05:36 AM Eastern Daylight Time

Subject: Lending co

Date: Wednesday, May 2, 2012 at 11:32:25 AM Eastern Daylight Time

From: Rob Nestico

To: Attorneys

CC: Staff

Anyone have a copy of the questionnaire sent to us when a client asks for a loan. Either from Oasis or preferred capital? Please scan it and send me a blank copy.

Thank you



Alberto R. Nestico, Esq.

Kisling, Nestico & Redick

Attorneys At Law

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
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Tuesday, May 5, 2015 at 11:46:49 PM Eastern Daylight Time

Subject: Re: Liberty Capital Funding

Date: Thursday, May 10, 2012 at 7:46:40 PM Eastern Daylight Time

From: Rob Nestico

CC: Attorneys

For any Plambeck patients only please use the below company for cash advances. Thx

Rob Nestico
Attorney at Law
Kisling, Nestico & Redick

On May 9, 2012, at 1:08 PM, "Ciro Cerrato" <lcfunding1@gmail.com> wrote:

Rob,
Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.
Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours
in most cases.
Attached is the LCF Client Data Sheet.
Please feel free to contact me if you have any questions or need anything else.
Best regards,
Ciro Cerrato
Liberty Capital Funding LLC
lcfunding1@gmail.com<<mailto:lcfunding1@gmail.com>>
PH 1.866.612.6000<<tel:1.866.612.6000>>
Fax: 561.372.7129<<tel:561.372.7129>>
<LCF Client Data Sheet.pdf>

Tuesday, May 5, 2015 at 11:47:08 PM Eastern Daylight Time

Subject: FW: Liberty Capital Funding
Date: Friday, May 11, 2012 at 9:34:42 AM Eastern Daylight Time
From: Rob Nestico
To: Attorneys

Sorry applies to all cases not just plambeck



Alberto R. Nestico, Esq.
Kisling, Nestico & Redick
Attorneys at Law
3412 W. Market, Akron, Ohio 44333
Main Office: 330-869-9007 | Fax: 330-869-9008

*Offices in Cleveland, Akron, Canton, Youngstown, Columbus & Toledo
Hurt in a car?...Call KNR!!!!*

From: Ciro Cerrato [mailto:lcfunding1@gmail.com]
Sent: Wednesday, May 09, 2012 1:08 PM
To: Rob Nestico
Subject: Liberty Capital Funding

Rob,

Thanks for giving Liberty Capital Funding the opportunity to offer your clients Pre Settlement Funding.

Our settlement funding process is quick, and we can get your clients their pre settlement advance within 24 hours in most cases.

Attached is the LCF Client Data Sheet.

Please feel free to contact me if you have any questions or need anything else.

Best regards,

Ciro Cerrato
Liberty Capital Funding LLC
lcfunding1@gmail.com
PH 1.866.612.6000
Fax: 561.372.7129

From: Brandy Brewer <bbrewer@knrlegal.com>
Sent: Monday, May 14, 2012 10:42 AM
To: Staff
Subject: Loans

For today or until further notice, please use Preferred Capital instead of new company. We are ironing out some glitches.



Brandy Brewer

Kisling, Nestico & Redick

Executive Assistant to Attorney Nestico

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
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Wednesday, May 6, 2015 at 12:07:04 AM Eastern Daylight Time

Subject: Liberty Capital Funding

Date: Monday, May 21, 2012 at 3:53:33 PM Eastern Daylight Time

From: Paul W. Steele

To: Staff, Rob Nestico

Priority: High

When clients call in about a loan – send them to Liberty Capital Funding

If they contact Pref Capital or Oasis first – let them stay with PCF or Oasis

When you give them Liberty Funding Info

-Tell them to call and ask for Ciro at 866-612-6000

Liberty Funding will then email you for case info just like Pref Cap does

USE THIS TEMPLATE WHEN RESPONDING TO LIBERTY FUNDING

Name: John Doe

Date of Accident: 5/18/12

Description of Accident: Rearended while stopped

At Fault Insurance: Nationwide

UM / MP: NONE

Injuries: neck and back pain

Treatment: CHIRO ONLY

Police Report Is Attached

THEY ARE MATCHING PREF CAPITAL RATES + Fee for Western Union

\$250 via Western Union

0 – 6 Months w/ western union \$373.50

\$500 via Western Union

0 – 6 Months w/ western union \$684.75

\$1,000.00 via Western Union

0 – 6 Months w/ western union \$1,307.25

Let me know if you have any trouble with them or if clients are saying they called but it just goes to voicemail.



Paul W. Steele III

Kisling, Nestico & Redick

Attorney

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
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Tuesday, May 5, 2015 at 11:40:35 PM Eastern Daylight Time

Subject: Lunch with Ciro from Liberty Capital Funding

Date: Tuesday, November 27, 2012 at 11:50:29 AM Eastern Standard Time

From: Sarah Rucker

To: Prelit Attorney

CC: Brandy Brewer, Rob Nestico

Tomorrow there will be a lunch with Ciro Cerrato from Liberty Capital Funding at 12. Rob would like each Pre-Lit Attorney to attend, if you are unable to attend please have your paralegal attend in your place.

Thanks!



Sarah Rucker

Kisling, Nestico & Redick

Assistant To Brandy Brewer

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland, Cincinnati,
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Tuesday, May 5, 2015 at 11:41:39 PM Eastern Daylight Time

Subject: Lending co

Date: Friday, November 30, 2012 at 6:20:11 PM Eastern Standard Time

From: Rob Nestico

To: Attorneys

CC: Prelit Group

Please use liberty capital until further notice.

Sent from iPhone of Rob Nestico

Tuesday, May 5, 2015 at 11:41:12 PM Eastern Daylight Time

Subject: Liberty Capital

Date: Tuesday, October 30, 2012 at 10:07:52 AM Eastern Daylight Time

From: Rob Nestico

To: Prelit Attorney, Litigation Attorney, Litigation Support, Prelit Support

CC: Brandy Brewer, Sarah Rucker

If anyone has been having problems with them please e-mail me what has happened and be as specific as possible.

Thank you

From: Brandy Brewer <brandy@knrlegal.com>
Sent: Tuesday, February 3, 2015 1:10 PM
To: Staff
Subject: Legal Funding Companies

Importance: High

Please be sure to offer two different companies to your clients, only if they request a loan. We will be working with Oasis and Preferred Capital. Our new Oasis rep's name is Kelly and we will also be working with her assistant Orlando. Please use email as your primary communication and be sure to email both of them: kelly@oasislegal.com and oherrera@oasislegal.com.

PH: 847-521-4438 Orlando
847-521-4428 Kelly

Please remember this is a business relationship, not a friendship.



Brandy Brewer

Kisling, Nestico & Redick

Director of Operations

3412 W. Market St., Akron, Ohio 44333

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Monday, June 15, 2015 at 8:31:27 PM Eastern Daylight Time

Subject: Notes in Needles**Date:** Tuesday, January 28, 2014 at 11:41:35 AM Eastern Standard Time**From:** Brandy Brewer**To:** Staff**Priority:** High

Make sure you are noting EVERYTHING you do on a case in Needles. If an attorney gets a bar complaint, we may need to provide these notes. If you get fired on a case, these notes will come in handy. Attorneys, assignments for your legal assistants.....even things like that, put a note in Needles. Needles is a tool to help you. It not only is there to save you in a situation of a bar complaint or termination, put also to help you communicate with clients. The paralegals are able to read through your notes and give updates.

Someone came to me the other day and said that life would be so much easier if the attorney put notes in Needles. This person took a client call and told the client that the attorney has been leaving messages for the adjuster attempting to settle the case. The client responded, "what are you talking about, I spoke with the attorney and the case is settled." So the attorney didn't note that he/she spoke with the adjuster and the case was settled AND didn't note the client conversation.

**Brandy Brewer****Kisling, Nestico & Redick***Director of Operations*

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007*Locations: Akron, Canton, Cleveland, Cincinnati,
Columbus, Dayton, Toledo & Youngstown*

Monday, May 4, 2015 at 9:57:08 PM Eastern Daylight Time

Subject: Referrals

Date: Monday, December 1, 2014 at 1:07:43 PM Eastern Standard Time

From: Brandy Brewer

To: Staff

Priority: High

NOBODY should change the referred by's in Needles. If there is a mistake or a problem, please email Holly and she will change it.



Brandy Brewer

Kisling, Nestico & Redick

Director of Operations

3412 W. Market St., Akron, Ohio 44333

Main: 330-869-9007 | Fax: 330-869-9008 | Outside Ohio: 800-978-9007

*Locations: Akron, Canton, Cleveland,
Cincinnati, Columbus, Dayton, Toledo &
Youngstown*

