

# **EXHIBIT 1**

STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF JEFFERSON        )

**DECLARATION OF ANTHONY GADLAGE**

1. I am over 18 years of age and I have personal knowledge of the statements that are made in this affidavit and would testify to them in a Court of law if called upon to do so.

2. I give this affidavit voluntarily and have consulted with my own counsel concerning its preparation and execution.

3. This affidavit details some of my experiences with Winters & Yonker, Attorneys at Law, P.S.C. (“Winters & Yonker”), the “1(800) ASK-GARY” medical and legal referral service (“ASK GARY”), and the Kentucky Spine and Rehab medical clinics owned by Gary Kompothecras (the “Kompothecras Clinics”), but is not intended to be an exhaustive account with respect to the subjects discussed herein.

4. I am licensed to practice law in the State of Kentucky, have been licensed to practice law since 2009. I obtained from *Juris Doctor* (J.D.) degree from Thomas M. Cooley Law School in 2009.

5. On September 1, 2010, I began employment at Winters & Yonker in the Louisville office as an associate attorney. I was terminated by Winters & Yonker in April 2011 because, as I describe below, I refused to participate in Winters & Yonker’s *quid pro quo* referral arrangements with Gary Kompothecras, ASK GARY, and the Kompothecras Clinics.

6. During the time of my employment, Winters & Yonker was a large and well-known personal injury firm located in Kentucky and Florida that represented many individuals injured in motor vehicle accidents, and indeed specialized in this area. I have since learned that

Winters & Yonker disbanded on or about October 2012 because of the temporary suspensions of its founders due to ethical violations.

7. My job duties as an associate attorney for Winters & Yonker included traveling to the homes of new clients, conducting a thorough interview of the clients, and having the client sign various forms, including a contract of representation.

8. Early in my tenure at Winters & Yonker, I was instructed by Matthew Kannady, the office manager and senior attorney at the Louisville office, to make sure to ask all clients during my initial interviews whether and how they had been referred to Winters & Yonker. I was specifically instructed to ask how the client came into contact with Winters & Yonker. I was instructed by Matthew Kannady to designate a number "2" on the interview form if the client had been referred by ASK GARY to Winters & Yonker, or a "1" if the client had called Winters & Yonker because of Winters & Yonker's own advertising.

9. These interview forms documenting whether a client was referred by ASK GARY to Winters & Yonker were filed/ kept at Winters & Yonker as part of the client's case file.

10. Early in my tenure at Winters & Yonker, I learned that Gary Kompothecras owned and controlled ASK GARY and that he was the primary and most important referral source for Winters & Yonker in Kentucky. In fact, during my time at Winters & Yonker, I was informed by Matthew Kannady that the monthly goal was to obtain 120 new personal injury cases per month, which the firm achieved. As described below, the great majority of these new cases that I signed up were from ASK GARY referrals.

11. Early in my tenure, I learned that Gary Kompothecras owned not only ASK GARY, but also a network of clinics called Kentucky Spine and Rehab (herein the "Kompothecras Clinics"). These clinics offered chiropractic treatment, physical therapy, and

other treatments for patients who had been in motor vehicle accidents and fell under Kentucky No-Fault insurance coverage, as well bodily injury and/or uninsured/underinsured claims. I also learned during this time that although Gary Kompothecras was a chiropractor, he did not advertise for his Clinics as a chiropractor, but rather under the pseudonym of the ASK GARY “medical and legal referral service.”

12. Throughout my time at Winters & Yonkers, I, and other associate attorneys, were specifically instructed to refer as many as clients as possible to seek medical treatment at the Kompothecras Clinics because of the referrals that ASK GARY sent Winters & Yonker.

13. Early in my tenure at Winters & Yonker, I learned that Gary Kompothecras had a *quid pro quo* agreement with Winters & Yonker in which he made sure that ASK GARY referred the vast majority of the callers from ASK GARY to Winters & Yonker for representation, and Winters & Yonker agreed that, in return for these referrals from ASK GARY, it would refer these callers to the Kompothecras Clinics. In addition, part of the *quid pro quo* agreement required Winters & Yonker case managers to make sure that callers already referred to Kompothecras Clinics from ASK GARY indeed kept their appointments and received treatment at the Kompothecras Clinics.

14. During my time at Winters & Yonker, I understood that part of the *quid pro quo* arrangement entailed Winters & Yonker sending as many clients globally as possible to Kompothecras Clinics, whether or not they were referred from ASK GARY.

15. An additional part of Winters & Yonker’s *quid pro quo* agreement with Gary Kompothecras and ASK GARY included Winters & Yonker’s attorneys trying to “flip” callers referred from ASK GARY to the Kompothecras Clinics, if the callers happened to be already treating at another provider when they called ASK GARY or was interested in treating at another

provider. For example, part of the ASK GARY protocol for referrals to Winters & Yonker required ASK GARY receptionists to transfer callers from ASK GARY directly to Anthony Raiano, an attorney at the Tampa office of Winters & Yonker who served as intake coordinator for ASK GARY referrals. If the caller was already treating at a non-Kompothecras Clinic or wished to begin treatment at a non-Kompothecras Clinic, Anthony Raiano would attempt to “flip” the caller to begin treating at a Kompothecras Clinic.

16. Anthony Raiano’s protocol on ASK GARY referrals was also to assist any callers not already set up with appointments at Kompothecras’ Clinics to set up an initial appointment at a Kompothecras Clinic, and to schedule an immediate meeting with a Winters & Yonker attorney, either at the client’s home or at a Kompothecras Clinic. I personally signed up clients at Kompothecras Clinics.

17. During my time at Winters & Yonkers, there were of hundreds of patients referred from ASK GARY to Winters & Yonkers, and hundreds of patients referred back from Winters & Yonker to the Kompothecras Clinics as part of the *quid pro quo* agreement between Gary Kompothecras / ASK GARY and Winters & Yonker.

18. During my time of employment, I personally interviewed and counseled more than 100 Winters & Yonker’s clients. A large percentage of these clients reported that they had called ASK GARY and had been referred to Winters & Yonker by ASK GARY receptionists. In addition, in virtually every instance where the client had been referred from ASK GARY, an initial appointment had already been made at the Kompothecras Clinics by ASK GARY receptionists. Of the more than 100 clients that I personally interviewed, I cannot identify any that were referred to a medical clinic other than a Kompothecras Clinics by ASK GARY.

19. Based on my conversations during my initial interviews with my clients, as well as discussions with fellow Winters & Yonker attorneys and case managers, the typical process for referrals from ASK GARY to Winters & Yonker was as follows: the caller would call ASK GARY, and the ASK GARY receptionist's first step was to immediately schedule the caller for an initial appointment at a Kompothecras Clinic. The ASK GARY receptionist would then transfer the caller to Anthony Raiano or another Winters & Yonker employee/associate to schedule the initial intake interview with a Winters & Yonker attorney. In addition, as described above, if the patient was either treating at a non-Kompothecras Clinic or had an interest in beginning treatment at a non-Kompothecras Clinic, Anthony Raiano or the Winters & Yonker employee/associate taking the initial call would attempt to change the patient to a Kompothecras Clinic, as part of a *quid pro quo* arrangement. After the Winters & Yonker attorney conducted the initial interview and obtained a signed contingency fee contract, Winters & Yonker assigned a non-attorney case manager to handle virtually every aspect of the case. Significantly, Winters & Yonker case managers were instrumental in implementing the *quid pro quo* arrangement between Gary Kompothecras /ASK GARY and Winters & Yonker by ensuring that clients in fact went to the appointments scheduled at Kompothecras clinic and obtained medical treatment.

20. Based on my experiences working on personal injury cases involving patients that had treated at Kompothecras Clinics, I found it was more difficult to successfully resolve these injury claims for individuals who treated at Kompothecras Clinics, and therefore believed it was in the best interest of my clients and their claims to advise them to seek medical treatment with providers other than Kompothecras Clinics. As a result, I routinely advised clients, the majority of whom had called ASK GARY and already had an initial referral from ASK GARY to a Kompothecras Clinic, that they could seek treatment elsewhere, and many did.

21. Throughout my time, Winters & Yonkers maintained a database that carefully tabulated and indexed which clients had been referred from which source, including ASK GARY, and where they were seeking medical treatment. Therefore, Winters & Yonker carefully tracked where clients were referred for medical treatment, and, in particular, kept track of how many clients were referred to Kompothecras' Clinics, including, but not limited, those who were initially referred to Winters & Yonker from ASK GARY.

22. Moreover, Matthew Kannady told me that he sent a monthly statistical report of client referrals and their corresponding medical treatment locations, including referrals from ASK GARY and to Kompothecras Clinics, down to the partners at the Winters & Yonker at the Tampa office. Matthew Kannady also informed me that the partners at the Tampa office, particularly Mark Yonker, had regular conversations with Gary Kompothecras.

23. In April 2011, I was present at a meeting with Matthew Kannady, Philip Price, and Terry Goodspeed in a conference room at Winters & Yonker's Louisville office. Matthew Kannady led the meeting and informed us that Gary Kompothecras had recently had a telephone conversation with Winters & Yonker partners, and particularly Mark Yonker, in which Gary Kompothecras had expressed his displeasure with the number of referrals that the Kompothecras Clinics were receiving from Winters & Yonker in response to ASK GARY referrals. From this, it was apparent that Gary Kompothecras had access to the numbers of patient referrals his Clinics were receiving from Winters & Yonker, as well as the number of ASK GARY referrals to Winters & Yonkers, and kept track of these numbers.

24. Matthew Kannady further told us during this meeting that Gary Kompothecras threatened during the telephone conversation that he would stop referring patients to Winters & Yonker through ASK GARY if Winters & Yonker did not increase the number of clients it

referred to the Kompothecras Clinics. Matthew Kannady strongly emphasized the importance of the business referral relationship between Gary Kompothecras, and specifically ASK GARY, and, in turn, Winters & Yonker and the Kompothecras Clinics. Matthew Kannady told us that because of this referral relationship we needed to increase our referrals to the Kompothecras Clinics.

25. At this same April 11, 2011 meeting, I saw and reviewed spreadsheet report which documented ASK GARY referrals to Winters & Yonker and indexed where these patients were currently seeking treatment.

26. From my review of the spreadsheet, I noticed that virtually every client that was not treating at Kompothecras Clinics was one of my clients, whom I had advised not to treat at the Kompothecras Clinics because I did not believe it was in their best interests to treat at Kompothecras Clinics, and because I overall refused to engage in the *quid pro quo* arrangement between Gary Kompothecras / ASK GARY and Winters & Yonker.

27. As a result of my refusal to abide by this *quid pro quo* arrangement and place Winters & Yonker's and Gary Kompothecras' financial interests above the interests of my client, Winters and Yonker terminated me on April 19, 2011

28. This termination occurred approximately one week after the meeting with Matthew Kannady described above.



29. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing Declaration is true and correct.

Executed this 22<sup>nd</sup> day of December, 2012 at Louisville, Ky (Jefferson County)

  
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Anthony Gallage