

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**HAAS & GOLDSTEIN, P.C.'S MOTION FOR RECONSIDERATION OR CLARIFICATION
OF AMENDED OPINION REGARDING MOTIONS FILED BY THE CITY OF DETROIT,
DATED APRIL 19, 2016**

HAAS & GOLDSTEIN, P.C.
JUSTIN HAAS (P53153)
MATTHEW S.PAYNE (P73982)
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550

HS&A, P.C. (Of Counsel)
MARGUERITE HAMMERSCHMIDT P53908
123 South Main Street, Suite 110
Royal Oak, MI 48067
(248) 988-8335

Dated: May 3, 2016



INTRODUCTION

On April 19, 2016, this Court issued an Amended Opinion Regarding Motions Filed by the City of Detroit: 1) for the Entry of an Order (I) Enforcing the Plan of Adjustment Injunction and (II) Requiring the Dismissal of the State Court Action Filed by Tanya Hughes; 2) for (I) Determination that the Goodman Acker and Haas & Goldstein Law Firms Have Violated the Plan of Adjustment by (A) Refusing to Honor an ADR Settlement and/or (B) Seeking Relief on a Pre-petition Claim Beyond that Allowed by the Plan of Adjustment and (II) Order Enjoining Further Violations; and 3) for Entry of an Order (I) Enforcing the Plan of Adjustment and (II) Requiring the Withdrawal with Prejudice of the August 2, 2013 Grievance Filed by the Senior Accountants, Analysts, and Appraisers Association on Behalf of Cedrick Cook (“Amended Opinion”).

In the Amended Opinion, this Court applied the “fair contemplation” test to the facts and ruled that the treatment rendered post-petition arose pre-petition, absolving the City of Detroit of any liability for interest and attorney fee penalties delineated in the No-Fault Act (“NFA”) as per the Eighth Amended Plain for the Adjustment of Debts (“Plan”). Haas & Goldstein, P.C. (“H&G”) is not asking for reconsideration of this determination.

The Amended Opinion additionally ordered H&G to dismiss its state court action, as all pre-petition claims for no-fault benefits from the City of Detroit are claims against the bankruptcy estate, making this Court the proper venue to assert them. H&G requests that this Court reconsider this portion of the ruling and either determine state court to be the proper venue to litigate the validity of a particular no-fault claim against the City of Detroit or, alternatively, to clarify the proper procedure for bringing such a claim in this Court.

RELEVANT FACTS AND PROCEEDINGS

On August 4, 2014, H&G filed a complaint in the Wayne County Circuit Court on behalf of Summit Medical Group and Summit Physicians Group (collectively, “Summit”) to seek payment for outstanding no-fault benefits arising out of treatment rendered to Sheila Williams from the City of Detroit, a self-insurer under the NFA. **Exhibit 1 – Complaint.**

On June 4, 2015, H&G filed a Motion for Partial Summary Disposition to Compel Payment of Interest and Attorney Fees in that action. The Motion evidences several payments that the City of Detroit issued after litigation commenced and alleged that those payments were overdue and unreasonably delayed, implicating the penalty provisions of the NFA. The Motion requested

that the trial court enter an order that the City of Detroit was liable for interest and attorney fees. **Exhibit 2 – Motion.** The City of Detroit responded by arguing that the treatment at issue arose pre-petition, and was thus subject to the limitations of the Plan, exculpating it from liability for the requested penalties.

Exhibit 3 – Response.

The City of Detroit then filed the second of the three motions listed above in this Court, asking primarily for this Court to determine that H&G was not entitled to seek NFA penalties in the state court action and to enjoin any future requests for those penalties on pre-petition claims. In the final paragraph, the motion also requested a ruling that this Court is the proper venue to dispute the *timing* of the City of Detroit’s payment for all pre-petition claims. **Exhibit 4 – Motion.**

On June 15, 2015, this Court entered an Order on Stipulation Regarding the motion. The Order on Stipulation expressly defines the “unresolved issue” as whether H&G “can seek to recover interest and attorney fees under the no-fault act and the confirmed Eighth Amended Plain of the Adjustment of Debts of the City of Detroit.” The Order on Stipulation also states, “*This Order fully resolves the Motion, except with respect to the “unresolved issue.”*” **Exhibit 5 – Stipulated Opinion.**

Ultimately, this Court issued the Amended Opinion, ruling in the City of Detroit's favor and concluding that treatment rendered post-petition nonetheless arose pre-petition. Consequently, the Plan precludes H&G from seeking NFA penalties for all treatment at issue in the state court action. However, the Amended Opinion went on to order H&G to dismiss the state court action, but indicating that the dismissal would be without prejudice as to Summit's right to payment in accordance with the terms of the Plan.

LAW AND ARGUMENT

The sole issue for which H&G requests reconsideration or clarification pertains to the procedure for asserting a claim under the Plan. As shown below, the Plan still requires a determination of "validity" before the City of Detroit becomes liable to process payment. H&G is uncertain the proper procedure to determine that validity and activate the City of Detroit's liability to process the claim.

I. Standard for Reconsideration

With limited exceptions that do not apply to this matter, "Rule 60 F.R.Civ.P. applies in cases under the Code." **FRBP 9024**. "On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order,

or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect...(6) any other reason that justifies relief.” **FRCP 60(b)**.

II. Summit should be entitled to allege and litigate the validity of its claim against the City of Detroit in state court.

At the outset, H&G notes that it was unaware that the dismissal of the state court action was even at issue subsequent to the Order on Stipulation having been entered, which resolved all issues presented in the subject motion aside from whether the City of Detroit was exempt from NFA penalties for treatment rendered post-petition for injuries related to a pre-petition accident. H&G’s understanding was that all parties agreed that state court is the proper venue to dispute the validity of Summit’s claim, which would result in either settlement or a jury trial to determine the particular amount for which the City of Detroit is liable.

Assuming H&G was mistaken in this regard, it requests reconsideration if this Court’s determination. Put simply, H&G’s position is that the “validity” of Summit’s claim for no-fault benefits from the City of Detroit should be litigated in

state court, which would result in a settlement or a finding of fact as to the dollar amount of the City of Detroit's liability for the claim. H&G does not dispute that once the amount is set, this Court would be the proper venue to seek relief regarding the timing of payment. It is only once the validity of Summit's claim is determined that it is making any claim against the bankruptcy estate. Stated differently, the state court action would decide whether Summit has a bankruptcy claim at all.

The City of Detroit's motion is ambiguous in its request regarding the state court action. The most logical reading of paragraph 21 is that the City of Detroit has admitted that it is liable to pay 100% of Summit's charges for treatment to Ms. Williams, but that it simply has not had time to do so. That being the case, Summit requests that this Court expressly state that the City of Detroit is liable to pay all of those charges.

The only alternative is that the City of Detroit has denied the validity of the remaining charges and does not intend to issue payment at all. The Amended Opinion simply requires the City of Detroit to adjust Summit's claim in accordance with the Plan, which states:

"From and after the Effective Date, the City will continue to administer (either-directly or through a third party administrator) and pay valid prepetition Claims for

liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: (1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance Coverage is required by MCL § 500.3101(1), **shall be paid in full, to the extent valid**, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on *prepetition* Claims for personal protection benefits.” **Exhibit 3 – Plan Excerpt** (emphasis added).

Summit must have the ability to challenge the City of Detroit’s unilateral determination that portions if the claim are not valid. H&G’s position is that the proper venue for such a challenge is state court.

Denying Summit the right to litigate the validity of its claim in state court essentially creates an illusory promise by the City of Detroit as negotiated with the State of Michigan and written into the Plan. Indeed, the City of Detroit could simply take the position that every claim is invalid and no provider would have recourse to argue and prove differently. Without the ability to challenge that determination, the City of Detroit can simply deny payment for every single pre-petition claim, leaving those claimants without recourse at all.

Even giving the City of Detroit the benefit of the doubt in that it would legitimately attempt to determine what constitutes a “valid” claim, there are

other considerations involved that require the ability to file litigation to challenge the City of Detroit's adjustment, such as the temporal limitations contained in the NFA. By its own repeated admissions, the City of Detroit does not have the resources to process claims timely. Should the determination of validity take more than a year (and, for reference, Summit's services at issue in this action date back to June of 2013) and no litigation is filed to recover, the City of Detroit could never be held liable. The NFA contains two limitation provisions in a single provision:

"An action for recovery of personal protection insurance benefits payable under this chapter for accidental bodily injury may not be commenced later than 1 year after the date of the accident causing the injury unless written notice of injury as provided herein has been given to the insurer within 1 year after the accident or unless the insurer has previously made a payment of personal protection insurance benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivor's loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced." **MCL 500.3145(1).**

"As early as 1984, this Court explained that this statutory provision contains separate and distinct limitations periods that relate both to the timing in which an action may be brought and the damages that

may be recovered.” *Joseph v. Auto Club Ins. Ass’n*, 491 Mich. 200, 207; 815 N.W.2d 412 (2012).

There is no provision in the Plan that circumvents these limitations in favor of claimants as against the City of Detroit. Consequently, even if the City of Detroit did adjust claims in good faith but simply could not do it timely, claimants would still be precluded from receiving benefits on valid claims.

Even from a practical standpoint, state court is the obvious proper venue to determine the validity of a particular claim. For Summit’s charges to be compensable, it has the burden to prove that a particular no-fault insurer covered the loss at issue, that accidental bodily injury arose out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle, and that its charges were incurred for reasonably necessary products, services, or accommodations and were charged at a reasonable rate. See **MCL 500.3114, 500.3105, 500.3107**. Each of these elements must be proven for a particular claim to be “valid” under the NFA. Summit is also entitled to a jury trial on these issues.

NFA claimants must have the ability to sue the City of Detroit in state court to determine whether a claim is valid. It is only once a factual determination is made in state court regarding what claims are valid that any portion of the

bankruptcy proceeding is implicated. Only once a state court action determining validity is resolved could a claimant have standing to move this Court for issuance of payment out of the bankruptcy estate.

III. If this Court disagrees as to state court jurisdiction to determine the validity of Summit's claim, Summit requests clarification as to the procedure to challenge the City of Detroit's determination here.

As this Court noted in the Amended Opinion, Summit remains entitled to payment from the City of Detroit per the Plan, which requires full payment for all valid claims. Without the state court litigation, H&G is unsure how to determine the validity of Summit's claim in this Court. To reiterate, H&G's position is that it does not have any claim against the bankruptcy estate unless and until the state court action is resolved and a particular amount is determined reflecting the extent of the validity of its claim.

Another concern is the unlimited nature of no-fault benefits, both temporally and in amount. In fact, Summit's claim in the state court action is a "second generation" claim, with certain benefits for treatment to Ms. Williams having already been resolved through settlement and additional benefits incurred thereafter. Ms. Williams, like any other claimant, may require treatment related to the motor vehicle accident for the rest of her life. Without the ability to bring

an action in state court, this bankruptcy action would have to remain open until the last pre-petition claimant passes away.

CONCLUSION

WHEREFORE, H&G respectfully requests that this Court reconsider its Amended Opinion to permit Summit to pursue the state court action for the purpose of determining the validity of its claim only or, alternatively, for clarification as to the process to determine the validity of its claim in this Court.

Respectfully Submitted,

/s/JUSTIN HAAS

HAAS & GOLDSTEIN, P.C.

JUSTIN HAAS (P53153)

MATTHEW S. PAYNE (P73982)

31275 Northwestern Hwy, Ste. 225

Farmington Hills, MI 48334

(248) 702-6550

Dated: May 3, 2016

/s/ Marguerite Hammerschmidt

HS&A, P.C.

Marguerite Hammerschmidt P53908

123 South Main Street, Suite 110

Royal Oak, MI 48067

(248) 988-8335

admin@hammer-stick.com

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

PROOF OF SERVICE

On the 3rd of May, 2016 a copy of **HAAS & GOLDSTEIN, P.C.'S MOTION FOR RECONSIDERATION OR CLARIFICATION OF AMENDED OPINION REGARDING MOTIONS FILED BY THE CITY OF DETROIT, DATED APRIL 19, 2016** and this Proof of Service was served electronically or by regular first class mail to the following:

Miller, Canfield, Paddock and Stone, P.L.C., Attn: Marc N. Swanson, 150 West Jefferson, Suite 2500, Detroit, MI 48226

City of Detroit Law Department, Attn: Charles N. Raimi, Deputy Corporation Counsel, 2 Woodward Avenue, Suite 500, Coleman A. Young Municipal Center, Detroit, MI 48226

Goodman Acker, P.C., Attn: Gerald Acker, 17000 West Ten Mile Road, 2nd Floor, Southfield, MI 48075

/s/Karen Nowicki

Karen Nowicki

Employee of HS&A, P.C.

EXHIBIT 1

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC
and SUMMIT PHYSICIANS GROUP, PLLC,
(Sheila Williams)

Plaintiffs,

Case No. 14- -NF
Hon. Patricia Fresard

v.

CITY OF DETROIT,

Defendant.

14-010025-NF
FILED IN MY OFFICE
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8/4/2014 3:16:56 PM
CATHY M. GARRETT

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiffs
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

THIS IS TO CERTIFY THAT ANOTHER CIVIL ACTION
ARISING OUT OF THE SAME TRANSACTION OR
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAD
HERETOFORE BEEN COMMENCED IN THIS COURT AND
WAS PENDING BEFORE JUDGE PATRICIA FRESARD
AND WAS ASSIGNED CASE #13-006227-NF.

By: /s/JUSTIN HAAS
JUSTIN HAAS (P53153)

COMPLAINT

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff, SUMMIT MEDICAL GROUP, PLLC, is a corporation licensed to
conduct business under the laws of the State of Michigan and at all times pertinent
herein was conducting business in the State of Michigan.

2. Plaintiff, SUMMIT PHYSICIANS GROUP, PLLC, is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

3. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

4. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

5. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

6. Defendant assigned claim number A32950-002704 to the injured party's claim.

7. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation from August 4, 2013 to the present and into the future as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

8. Plaintiffs timely submitted billings to Defendant for medical services that were rendered to the injured party from August 4, 2013 to the present and into the future and that were reasonably necessary for the care, recovery or rehabilitation of the

injured party for her injuries.

9. Plaintiffs also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

10. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

11. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiffs for the medical services rendered.

12. Pursuant to MCL 500.3157, Plaintiffs are entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

13. Plaintiffs have requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

14. Plaintiffs are entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

15. Plaintiffs are also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiffs claim as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS

HAAS & GOLDSTEIN, PC

JUSTIN HAAS (P53153)

Attorney for Plaintiffs

31275 Northwestern Highway, Ste 225

Farmington Hills, MI 48334

(248) 702-6550

Dated: August 4, 2014

EXHIBIT 2

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC
and SUMMIT PHYSICIANS GROUP, PLLC,
(Sheila Williams)

Plaintiffs,

v.

Case No. 14-010025-NF
Honorable Patricia Fresard

CITY OF DETROIT,

Defendant.

14-010025-NF
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6/4/2015 2:07:03 PM
CATHY M. GARRETT

JUSTIN HAAS (P53153)
HAAS & GOLDSTEIN, P.C.
Attorney for Plaintiff
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550; Fax: (248) 538-9044
jhaas@haasgoldstein.com

CHERYL L. SMITH-WILLIAMS (P50382)
CITY OF DETROIT LAW DEPT.
Attorney for Defendant
2 Woodward Avenue, Ste. 500
Detroit, MI 48226
(313) 237-3068; Fax: (313) 224-5505
smitc@detroitmi.gov

**PLAINTIFFS' MOTION FOR PARTIAL SUMMARY DISPOSITION, TO COMPEL
PAYMENT OF INTEREST AND ATTORNEY FEES**

NOW COMES Plaintiffs, by and through their attorneys, HAAS & GOLDSTEIN, PC, and for their Motion for Partial Summary Disposition to compel payment interest and attorney fees, hereby states as follows:

1. This is a first-party action to recover unpaid medical expenses arising out of a May 10, 2012 motor vehicle collision in which Sheila Williams sustained injuries (**Exhibit A**, Deposition of Kelvin Lenton at 12:4-9).

2. As a result of the injuries Ms. Williams sustained in the subject accident, Plaintiffs have been providing medical treatment to her since June 14, 2012 (**Exhibit B**, Plaintiffs' Bills).

3. Defendant admits that it is first in order of priority to pay outstanding No-Fault Benefits that are due and owing for Ms. Williams's injuries arising out of the May 10, 2012 motor vehicle collision (**Exhibit A**, 12:20-23).

4. In April of 2013, Plaintiffs retained Haas and Goldstein, P.C., as counsel to file this first party provider lawsuit to compel the payment of benefits (**Exhibit C**, Complaints).

5. Plaintiffs' case against Defendant settled through bankruptcy for dates of service prior to July 18, 2013.¹

6. Plaintiffs have a remaining outstanding balance totaling \$31,687.39 for dates of service July 19, 2013 through the present for treatment provided to Ms. Williams (**Exhibit B**).²

7. Pursuant to the Michigan No-Fault Act Defendant is liable for personal protection insurance benefits for "**all reasonable charges incurred** for reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation . . ." MCL 500.3107(1)(a). Furthermore, pursuant to MCL 500.3175(1), an "insurer to whom claims have been assigned shall make *prompt* payment of loss" in accordance with the no-fault law. Under MCL 500.3142(2), no-fault "**benefits are overdue if not paid within 30 days** after an insurer receives reasonable proof of the fact of the amount of loss sustained." Twelve percent penalty interest accrues if benefits are not paid within 30 days. *Id.*

¹ Plaintiffs' filed a new complaint on August 14, 2014 for the outstanding bills that were not included in the bankruptcy settlement (**Exhibit C**).

² The bills still reflect a total balance for treatment from 6/14/12 to the present as the settlement funds for dates of treatment 6/14/12 through 7/18/13 have not yet been paid.

4. Defendant does not dispute that it has received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 15:15-21; **Exhibit D**, Defendant's Answers to Plaintiffs' Interrogatories).

5. Without notice to Plaintiffs' attorney during the course of this litigation, on or about December 19, 2014, Defendant began tendering direct payments to Plaintiffs for sporadic outstanding dates of service (**Exhibit B**; **Exhibit E**, Check Stubs). Specifically, on December 19, 2014, Defendant issued payments directly to Plaintiff totaling \$3,486.87 for dates of service January 14, 2014, March 19, 2014, April 17, 2014, May 15, 2014 and May 19, 2014 (**Exhibit E**)³. On April 14, 2015, Defendant issued payments directly to Plaintiff totaling \$1,122.01 for date of service November 18, 2014. On April 29, 2015, Defendant issued payments directly to Plaintiffs totaling \$267.93 for dates of service October 16, 2013 and November 18, 2014.

6. **Defendant admits that these payments were not paid within thirty days of receiving reasonable proof in accordance with the No-Fault Act** (**Exhibit A**, 30:15-317). Accordingly, there is no genuine issue of material fact that Defendant is liable for penalty interest, as Defendant did not issue interest on the payments that were admittedly overdue when made.

7. Pursuant to MCL 500.3148(1), an **"attorney is entitled to a reasonable fee for advising and representing a claimant in an action for personal or property protection insurance benefits which are overdue"**. The attorney's fee shall be a charge against the insurer **in addition to the benefits recovered**, if the court finds that

³ Bills were received by Defendant on 9/16/14, three months before Defendant issued payment (**Exhibit G**, EOBs).

the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment.”

8. In failing to pay these benefits within thirty days of receiving reasonable proof of fact and of the amount of loss sustained, a presumption of unreasonable delay arose, entitling Plaintiffs to reasonable attorney's fees under MCL 500.3148. Defendant then bears the burden of proving that its delay in tendering payment of benefits was based on a question of statutory construction or bona fide question of factual uncertainty.

9. Defendant has failed to offer proof that its delay in tendering payment was based on a question of statutory construction or a bonafide question of factual uncertainty. Rather, Defendant admitted that it almost never issues payments within the thirty day time frame, as it takes a minimum of thirty days to even review the bills (**Exhibit A**, 30:15-31:7).

10. Additional proof of Defendant's unreasonable delay is that once litigation was commenced, Defendant paid a significant portion of Plaintiffs' outstanding bills that were subject to this litigation. Accordingly, it is **“no longer necessary to determine whether they were reasonable or necessary for [the injured person's] care, recovery, or rehabilitation and, thus, the question of whether the expense was reasonable and necessary became moot. See MCL 500.3107(1)(a); MSA 24.13107(1)(a).”** *Mantei v. American Fellowship Mut. Ins. Co.*, (1999).

11. In addition, any recovery of overdue personal protection benefits payable under an automobile no-fault insurance policy which is secured through the efforts of an attorney is a judgment or fund against which a lien by the

attorney for his fee can attach. *Miller v Detroit Auto. Inter-Insurance Exchange* 139 Mich App 565 (1984). An attorney's lien is enforceable against a third party where the third party has actual notice of the lien or where circumstances known to the third party are such that the third party ought to have inquired as to the claim of the attorney. *Nichols v Waters*, 201 Mich 27, 34 (1918).

12. The aforementioned payments were made directly to Plaintiffs after Plaintiffs' counsel filed this lawsuit (**Exhibit C; Exhibit E**).

13. Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiffs without counsel's knowledge, subsequent to Defendant being advised of Plaintiffs' attorney lien and subsequent to litigation being commenced. (**Exhibit C**). Moreover, Plaintiffs' Counsel e-mailed Defendant several times and sent letters asking Defendant to please stop sending payments to the provider directly (**Exhibit F**, Letter to Defendant; **Exhibit H**, Email to Defendant). Defendant acknowledged that it was aware that it was to issue payments to Plaintiffs' Counsel and not to Plaintiffs directly (**Exhibit A**, 24:3-24:15). Nevertheless, Defendant proceeded to issue these payments directly to the provider without Plaintiffs' law firm's name appearing on the draft.

14. Accordingly, Plaintiffs' law firm is entitled to be paid its attorney lien and/or a reasonable attorney fee.

15. Plaintiffs are bringing this motion for summary disposition to compel payment of interest and attorney fees on the aforementioned late payments made directly to Plaintiffs, despite Plaintiffs' Counsel's attorney lien.

16. Michigan law is clear that a motion for summary disposition under MCR 2.116(C)(10) must be granted unless the nonmoving party presents affidavits or "admissible evidence" establishing a genuine issue of material fact. *Wheeler v Charter Twp of Shelby*, 265 Mich App 657, 663 (2005); MCR 2.116(G)(6).

16. As Defendant City of Detroit has not provided admissible evidence to establish a genuine issue of material fact pursuant to MCR 2.116(C)(10), and for reasons more specifically set forth below, Plaintiffs' motion for partial summary disposition must be granted, entitling Plaintiff to the payment of interest and reasonable attorney fees pursuant to MCL 500.3148(1).

WHEREFORE, Plaintiffs respectfully request that this Honorable Court grant Plaintiffs' motion for partial summary disposition, ordering the payment of interest and reasonable attorney fees.

BRIEF IN SUPPORT

I. INTRODUCTION

This is a first-party action to recover unpaid medical expenses arising out of a May 10, 2012 motor vehicle accident in which Sheila Williams sustained injuries. Plaintiffs have been providing medical treatment to Ms. Williams since June of 2012 as a result of her accident related injuries.

As further set forth below, Plaintiffs move for partial summary disposition pursuant to MCR 2.116(C)(10) as there is no genuine issue of material fact that Defendant's payments issued to Plaintiffs after litigation commenced were overdue at the time payment was issued, and interest and attorney fees are owing. Moreover, there is no genuine issue of material fact that Defendant issued payments directly to

Plaintiffs in violation of Plaintiffs' counsel's attorney lien. Accordingly, Partial Summary Disposition pursuant to MCR 2.116(C)(10) is appropriate in this case.

II. STANDARD FOR SUMMARY DISPOSITION

Summary disposition is proper where "except as to the amount of damages, there is no genuine issue as to any material fact." MCR 2.116(C)(10). "Under MCR 2.116(C)(10), the motion tests the factual support for a claim and must be supported by affidavits, depositions, admissions, or other documentary evidence." *Maiden v. Rozwood*, 461 Mich. 109, 120; 597 N.W.2d 817 (1999). "A court properly grants the motion when the proffered evidence, viewed in the light most favorable to the nonmoving party, fails to establish any genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *West v. Gen. Motors Corp.*, 469 Mich. 177, 183; 665 N.W.2d 468 (2003).

III. UNDISPUTED FACTS

Plaintiffs noticed the deposition of Defendant's claim representative, Kelvin Lenton, to take place on February 18, 2015, pursuant to MCR 2.306. Defendant produced Kelvin Lenton for deposition in accordance with the notice. He testified that he was the claim representative on Ms. Williams's file and that he was the best person to testify on behalf of Defendant:

Q: Have you handled this file since June of 2013?

A: Yes.

Q: Have you handled it the whole time, even prior to that?

A: Yes.

Q: And as we sit here, you're the person with authority to pay this claim?

A: Yes.

(Exhibit A, 11:8-16)

Defendant admits that there is no dispute that Ms. Williams was involved in a motor vehicle accident on May 10, 2012 and that she sustained injuries:

Q: You don't dispute that Ms. Williams was involved in a motor vehicle accident, right?

A: Do not dispute.

Q: And you don't dispute that she sustained some injuries in that accident.

A: I don't dispute that.

(Exhibit A, 12:4-9)

Further, Defendant admitted that it has no basis to dispute that it is first in order of priority to issue payment of Ms. Williams's benefits:

Q: Do you have any information or basis to tell me that there's a higher order of priority PIP insurer to pay for this claim?

A: No basis.

(Exhibit A, 12:20-23)

Plaintiffs have been providing treatment to Ms. Williams since June of 2012 (Exhibit B). In April of 2013, Plaintiffs retained Haas and Goldstein, P.C., as counsel to file this first party provider lawsuit to compel the payment of benefits (Exhibit C). Plaintiffs' case against Defendant settled through bankruptcy for dates of service November 20, 2012 through July 18, 2013. Plaintiffs have a remaining outstanding

balance totaling \$31,687.39 for dates of service July 19, 2013 through the present for treatment provided to Ms. Williams (**Exhibit B**).⁴

Defendant does not dispute that it has received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 15:15-21; **Exhibit D**, Defendant's Answers to Plaintiffs' Interrogatories; **Exhibit G**).

Without notice to Plaintiffs' attorney during the course of this litigation, on or about December 23, 2014, Defendant began tendering direct payments to Plaintiffs for sporadic outstanding dates of service (**Exhibit B**; **Exhibit E**). Specifically, on December 23, 2014, Defendant issued payments directly to Plaintiff totaling \$3,486.87 for dates of service January 14, 2014, March 19, 2014, April 17, 2014, May 15, 2014 and May 19, 2014 (**Exhibit E**)⁵. On April 14, 2015, Defendant issued payments directly to Plaintiff totaling \$1,122.01 for date of service November 18, 2014. On April 29, 2015, Defendant issued payments directly to Plaintiffs totaling \$267.93 for dates of service October 16, 2013 and November 18, 2014. On May 1, 2015, Defendant issued payment directly to Plaintiffs totaling \$1,122.01 for date of service November 18, 2014⁶.

Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiff without counsel's knowledge, subsequent to Defendant being advised of Plaintiff's attorney lien and subsequent to litigation being commenced. (**Exhibit E**). Moreover, Plaintiff's Counsel e-mailed Defendant several times and sent Defendant letters asking Defendant to please stop sending payments to the provider directly (**Exhibit F**; **Exhibit H**). Defendant acknowledged

⁴ The bills still reflect a total balance for treatment from 6/4/12 through the present as the settlement funds for dates of treatment 6/4/12 through 7/18/13 have not yet been paid.

⁵ Bills were received by Defendant on 9/16/14, three months before Defendant issued payment (**Exhibit G**, EOBs).

that it was aware that it was to issue payments to Plaintiff's Counsel and not to

Plaintiff directly:

Q: What I have is an explanation of Benefits. The process date is June 12, 2013. And there's a handwritten note on here. Is that your handwriting, Mr. Lenton?

A: It appears to be.

Q: Okay. **And it looks like you had indicated not to issue payment directly to providers. Is that accurate?**

A: That is correct.

(Exhibit A, 24:3-11)

Nevertheless, Defendant proceeded to issue these payments directly to the provider without Plaintiffs' law firm's name appearing on the draft.

Furthermore, Defendant admits that these payments were not paid within thirty days of receiving reasonable proof in accordance with the No-Fault Act

(Exhibit A, 30:15-317; Exhibit E). Despite Defendant's admission, Defendant failed to issue interest payments along with the aforementioned late payments. Accordingly, as further set forth below, Plaintiffs are entitled to mandatory interest and Plaintiffs' law firm is entitled to be paid its attorney lien and/or a reasonable attorney fee.

IV. LAW AND ARGUMENT

A. Defendant is liable for penalty interest for the aforementioned overdue payments.

"Personal protection insurance benefits are overdue if not paid within 30 days after an insurer receives reasonable proof of the fact and of the amount of loss sustained." MCL 500.3142(2). "An overdue payment bears simple interest at the rate

⁶ Two payments, each in the amount of \$1,122.01, have been issued directly to Plaintiffs for date of service

of 12% per annum.” MCL 500.3142(3). The reasonableness of the insurer's actions or the insurer's good faith in not timely paying benefits is irrelevant. The trial court must assess penalty interest against a no-fault insurer if the insurer refuses to pay benefits after receiving reasonable proof of loss and it is later determined to be liable, notwithstanding the insurer's good faith in not promptly paying the benefits. See *Williams v. AAA Michigan*, 250 Mich.App. 249, 265, 646 N.W.2d 476 (2002) and *Davis v. Citizens Ins. Co. of America*, 195 Mich.App. 323, 328; 489 N.W.2d 214 (1992).

Defendant failed to issue payment to Plaintiffs within 30 days of receiving reasonable proof of the fact and of the amount of loss sustained. As set forth above, Defendant's claim specialist confirmed the same. Accordingly, as outstanding benefits were well overdue at the time payment was issued, Defendant is liable for mandatory penalty interest.

Michigan law is clear that a motion for summary disposition under MCR 2.116(C)(10) must be granted unless the nonmoving party presents affidavits or “admissible evidence” establishing a genuine issue of material fact. *Wheeler v Charter Twp of Shelby*, 265 Mich App 657, 663 (2005); MCR 2.116(G)(6). Further, Defendant cannot put forth an affidavit claiming that it has a reason for denying payment for Plaintiffs' undisputed charges. An affidavit in support of a motion for summary disposition cannot contradict prior deposition testimony. “It is well settled that a party may not raise an issue of fact by submitting an affidavit that contradicts the party's prior clear and unequivocal testimony” *Palazzola v. Karmazin Prods. Corp.*, 223 Mich. App.

November 18, 2014.

141, 155 (1997). This Court has discussed the reasons for such a rule. "When a party makes statements of fact in a 'clear, intelligent, unequivocal' manner, they should be considered as conclusively binding against him in the absence of any explanation or modification, or of a showing of mistake or improvidence." *Dykes v William Beaumont Hospital*, 246 Mich. App. 471, 480; 633 N.W.2d 440 (2001), quoting *Barlow v John Crane-Houdaille, Inc.*, 191 Mich. App. 244, 250; 477 N.W.2d 133 (1991), quoting *Gamet v Jenks*, 38 Mich. App. 719, 726; 197 N.W.2d 160 (1972).

Accordingly, as Defendant's claim representative testified that Defendant issued overdue payments to Plaintiffs, it cannot now create a question of material fact by affidavit or otherwise regarding any reason the overdue benefits remained unpaid for months.

B. There is no genuine issue of material fact that Plaintiffs' law firm is entitled to be paid its attorney lien and/or fee on all amounts recovered on behalf of Plaintiff, *in addition to the claims paid.*

Pursuant to MCL 500.3148(1), an

"attorney is entitled to a reasonable fee for advising and representing a claimant in an action for personal or property protection insurance benefits which are overdue. The attorney's fee shall be a charge against the insurer in addition to the benefits recovered, if the court finds that the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment."

As the no-fault Act requires "prompt payment" of PIP benefits, any delay or denial of payment is presumptively unreasonable, shifting the burden of proving reasonableness of the actions to the insurer. *Combs, supra; Attard v Citizens Ins. Co. of America*, 237 Mich App 311, 317; 602 NW2d 633 (1999) (emphasis added). A rebuttable presumption of undue delay arises when benefits are not paid within thirty days after the insurer receives reasonable proof of loss. MCL 500.3142(2) (emphasis added).

See *Conway v. Continental Ins. Co.*, 180 Mich. App. 447, 452 (1989). *Bradley v DAJIE*, 130 Mich App 34, 46; 343 NW2d 506 (1983); *Bloemsma, supra* at 696-697. **The only way to rebut this presumption is for the insurer to show that the denial of or delay in payment is the product of a legitimate question of statutory construction, constitutional law or factual uncertainty.** *Attard, supra* (emphasis added).

In addition, any recovery of overdue personal protection benefits payable under an automobile no-fault insurance policy which is secured through the efforts of an attorney is a judgment or fund against which a lien by the attorney for his fee can attach. *Miller v Detroit Auto. Inter-Insurance Exchange* 139 Mich App 565 (1984). An attorney's lien is enforceable against a third party where the third party has actual notice of the lien or where circumstances known to the third party are such that the third party ought to have inquired as to the claim of the attorney. *Nichols v Waters*, 201 Mich 27, 34 (1918).

Defendant's partial payments were admittedly made months after Defendant received reasonable proof of fact and of the amount of loss sustained (**Exhibit A**, 30:15-20). Defendant has failed to offer proof that its delay in tendering payment was based on a question of statutory construction or a bonafide question of factual uncertainty. Rather, Defendant admitted that it almost never issues payments within the thirty day time frame, as it takes a minimum of thirty days to even review the bills (**Exhibit A**, 30:15-31:7). Simply stated, the claim was inexcusably unpaid without explanation for months, triggering Defendant's statutory obligation to pay Plaintiffs' reasonable attorney fees.

Additional proof of Defendant's unreasonable delay is that once litigation was commenced, Defendant paid Plaintiffs' outstanding bills that were subject to this litigation. Accordingly, it is "no longer necessary to determine whether they were reasonable or necessary for [the injured person's] care, recovery, or rehabilitation and, thus, the question of whether the expense was reasonable and necessary became moot. See MCL 500.3107(1)(a); MSA 24.13107(1)(a)." *Mantei v. American Fellowship Mut. Ins. Co.*, (1999).

As set forth above, the partial payments were made directly to Plaintiffs after Plaintiffs' counsel filed this lawsuit. Despite having both constructive and actual notice of counsel's lien, Defendant tendered direct payment to Plaintiffs without counsel's knowledge, subsequent to Defendant being advised of Plaintiffs' attorney lien and subsequent to litigation being commenced (**Exhibit A**, 24:3-15; **Exhibit C**; **Exhibit E**; **Exhibit H**). These payments were made directly to the provider without Plaintiffs' law firm's name appearing on the draft (**Exhibit E**). Accordingly, Plaintiffs' law firm is entitled to be paid its attorney lien and/or fee, *in addition to* the claims that were paid.

IV. Conclusion

WHEREFORE, Plaintiffs respectfully request that this Honorable Court grant Plaintiffs' motion for partial summary disposition, ordering the payment of interest and reasonable attorney fees.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on the pleadings on 6/4 20 15

By: ☐ Overnight Courier ☐ FAX ☐ E mailed
☐ Hand Delivered ☐ U.S. Mail ☒ E filed
☐ Certified Mail ☐ Scanned ☐ Other

Signature *Justin Haas*

Dated: June 1, 2015

Respectfully submitted,

/s/Justin Haas

JUSTIN HAAS (P53153)

Attorney for Plaintiffs

31275 Northwestern Highway, Suite 225

Farmington Hills, MI 48334

(248) 702-6550

EXHIBIT A

STATE OF MICHIGAN
IN THE CIRCUIT COURT, COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,
and SUMMIT PHYSICIANS GROUP, PLLC,
(Sheila Williams)

Plaintiffs,

vs.

Case No.: 14-010025-NF
Honorable Patricia Fresard

CITY OF DETROIT,
Defendant.

* * * * *

The deposition of KELVIN LENTON taken in the above-entitled cause before Susan E. Castino, (CSR 4856) and Notary Public for the County of Wayne, Michigan, at 2 Woodward Avenue, Detroit, Michigan, on February 18, 2015, commencing at or about the hour of 10:00 a.m.

<p>1 APPEARANCES:</p> <p>2 MATTHEW PAYNE (P73982)</p> <p>3 Haas & Goldstein, PC</p> <p>3 31275 Northwestern Highway, Suite 225</p> <p>4 Farmington Hills, MI 48334</p> <p>4 248.702.6550</p> <p>5 APPEARING ON BEHALF OF THE PLAINTIFF</p> <p>6</p> <p>7</p> <p>8 CELESTA CAMPBELL (P54382)</p> <p>9 City of Detroit Law Department</p> <p>9 2 Woodward Avenue, Suite 500</p> <p>10 Detroit, MI 48226</p> <p>10 313.237.3068</p> <p>11 campc@detroitmi.gov</p> <p>11</p> <p>12 APPEARING ON BEHALF OF THE DEFENDANTS</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>Page 2</p>	<p>1 (On the record at 10:10 a.m.)</p> <p>2 WHEREUPON,</p> <p>3 KELVIN LENTON,</p> <p>4 having first been duly sworn, was examined</p> <p>5 and testified on his oath as follows:</p> <p>6 THE WITNESS: Yes.</p> <p>7 DIRECT EXAMINATION</p> <p>8 BY MR. PAYNE:</p> <p>9 Q Good morning, Mr. Lenton. My name is Matt Payne.</p> <p>10 I'm here representing Summit Medical Group and</p> <p>11 Summit Physicians Group regarding Sheila Williams.</p> <p>12 And it's my understanding that you're the adjuster</p> <p>13 for the City of Detroit in that claim.</p> <p>14 A Good morning. And yes.</p> <p>15 Q How long have you been with the City of Detroit?</p> <p>16 A Fifteen years.</p> <p>17 Q And have you been an adjuster for that entire</p> <p>18 time?</p> <p>19 A No.</p> <p>20 Q What was your prior job?</p> <p>21 A Law clerk.</p> <p>22 Q And how long have you been an adjuster?</p> <p>23 A Probably, 14 years.</p> <p>24 Q Can you briefly describe your duties as an</p> <p>25 adjuster for the City for me?</p> <p>Page 4</p>
<p>1 INDEX</p> <p>2 DEPOSITION OF KELVIN LENTON</p> <p>3 Direct Examination by Mr. Payne 4</p> <p>4</p> <p>5</p> <p>6</p> <p>7 EXHIBITS</p> <p>8</p> <p>9</p> <p>10 (None were marked.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20 CERTIFICATE OF NOTARY 34</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>Page 3</p>	<p>1 A I adjust the claim bills. If there's an</p> <p>2 investigation conducted, the investigation.</p> <p>3 Q Okay.?</p> <p>4 MS. CAMPBELL: Can we go off the</p> <p>5 record for a second?</p> <p>6 MR. PAYNE: Sure.</p> <p>7 (Off the record.)</p> <p>8 Q (By Mr. Payne) So it's my understanding, after a</p> <p>9 brief discussion off the record, that you don't</p> <p>10 actually work for the City of Detroit; is that</p> <p>11 true?</p> <p>12 A No.</p> <p>13 Q You work for York Risk Management?</p> <p>14 A That's correct.</p> <p>15 Q And when did that change, October of last year?</p> <p>16 A September.</p> <p>17 Q September. Okay.</p> <p>18 But you still adjust claims filed with the</p> <p>19 City of Detroit for personal protection insurance</p> <p>20 benefits?</p> <p>21 A Yes.</p> <p>22 Q Have you had any training in that regard?</p> <p>23 A Some.</p> <p>24 Q And can you describe that for me, please?</p> <p>25 A On-the-job training, seminars, classes, college</p> <p>Page 5</p>

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<p>1 classes.</p> <p>2 Q Can you tell me what your highest level of</p> <p>3 education is.</p> <p>4 A Law degree.</p> <p>5 Q Okay. Where did you get your law degree?</p> <p>6 A University of Detroit.</p> <p>7 They call it University of Detroit Law, now.</p> <p>8 Q Have you had any certifications or anything</p> <p>9 outside the City of Detroit outside of York Risk</p> <p>10 Management pertaining to adjustment of PIP claims?</p> <p>11 A I have my adjuster's license.</p> <p>12 Q Okay. When did you get that?</p> <p>13 A Somewhere around October of last year.</p> <p>14 Q Okay.</p> <p>15 A September or October of last year.</p> <p>16 Q Was that --</p> <p>17 A Maybe earlier.</p> <p>18 Roughly, August of last year. I'm trying to</p> <p>19 think. August of last year. Yeah.</p> <p>20 Q Was that part of the transition to York?</p> <p>21 A Correct.</p> <p>22 Q They required that for you to go work there?</p> <p>23 A Correct. Yes.</p> <p>24 Q So, obviously, in all these years -- I mean, you</p> <p>25 have a law degree, all these years adjusting PIP</p> <p style="text-align: center;">Page 6</p>	<p>1 annum would be applied?</p> <p>2 A Yes.</p> <p>3 Q And that additionally, if litigation has to be</p> <p>4 filed to recover unpaid benefits, it's possible</p> <p>5 that attorney fees could be awarded based on a</p> <p>6 finding of unreasonable delay or denial?</p> <p>7 A Yes.</p> <p>8 Q Mr. Lenton, do you have any medical training or</p> <p>9 degrees?</p> <p>10 A No.</p> <p>11 Q So when you adjust some of these claims and you're</p> <p>12 trying to determine necessity and causation of</p> <p>13 treatment and those sorts of things, you would</p> <p>14 rely on doctors to kind of make those</p> <p>15 determinations for you?</p> <p>16 A Yes.</p> <p>17 Q Do you personally determine what constitutes a</p> <p>18 reasonable rate for service?</p> <p>19 A No.</p> <p>20 Q And who do you rely on for that?</p> <p>21 A The bills are -- excuse me -- the bills are</p> <p>22 audited or adjusted.</p> <p>23 Q Okay. Does York do that internally, do you know?</p> <p>24 A Now?</p> <p>25 Q Yes.</p> <p style="text-align: center;">Page 8</p>
<p>1 claims, you're, obviously, familiar the</p> <p>2 No-Fault Act.</p> <p>3 A Somewhat.</p> <p>4 Q And you would be familiar with the standard when</p> <p>5 no-fault benefits are to be paid?</p> <p>6 A Yes.</p> <p>7 Q And bear with me. This is a little bit long, but</p> <p>8 I'm going to try to summarize that standard.</p> <p>9 Would you agree with me that it's to pay</p> <p>10 reasonable charges incurred for reasonably</p> <p>11 necessary services for an injured person's care,</p> <p>12 recovery or rehabilitation regarding injuries</p> <p>13 sustained in a motor vehicle accident?</p> <p>14 A I agree.</p> <p>15 Q And you're aware that there are certain</p> <p>16 limitations regarding the timing of paying</p> <p>17 benefits in the No-Fault Act, as well?</p> <p>18 A Yes.</p> <p>19 Q And that would generally be to pay out within</p> <p>20 30 days of receipt of reasonable proof of the fact</p> <p>21 of amount of loss?</p> <p>22 A Yes.</p> <p>23 Q And that if benefits aren't paid within that time</p> <p>24 after reasonable proof has been submitted, that</p> <p>25 penalty interest in the amount of 12 percent per</p> <p style="text-align: center;">Page 7</p>	<p>1 A Yes.</p> <p>2 Q So for this claim, after the transition to York</p> <p>3 last year, all of those bills get audited in-house</p> <p>4 at York?</p> <p>5 A It's a division of York, yes.</p> <p>6 Q Okay. Do you know how they come up with the</p> <p>7 adjusted rates?</p> <p>8 A No idea.</p> <p>9 Q Okay. Do you know -- do you have a contact person</p> <p>10 that you could talk to on a particular claim to</p> <p>11 find out that information?</p> <p>12 A No.</p> <p>13 Q Okay. Can you tell me a little bit about the</p> <p>14 process as far as you receive a bill for medical</p> <p>15 services.</p> <p>16 A Uh-huh.</p> <p>17 Q What happens, then, to determine -- let's say you</p> <p>18 decide it's payable. What happens, then, to</p> <p>19 determine the rate that's paid?</p> <p>20 A Now?</p> <p>21 Q Yes, please.</p> <p>22 A Well, it's -- it's sent out to be audited at a</p> <p>23 separate division of York.</p> <p>24 Q So you get the bill in. You send it -- is it</p> <p>25 e-mail, fax or internal mail -- you have like a</p> <p style="text-align: center;">Page 9</p>

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<p>1 drop box you put it in?</p> <p>2 A No. It goes into the computer system by our input</p> <p>3 people.</p> <p>4 Q Okay. Do you have claims processors, then, or</p> <p>5 something along those lines?</p> <p>6 A It's automatically put into the computer.</p> <p>7 Q So you do have somebody -- before you even see a</p> <p>8 bill, does it go through that process, it gets put</p> <p>9 into the computer by data entry personnel?</p> <p>10 A Yes.</p> <p>11 Q And then at the same time, it probably goes</p> <p>12 through the auditing process and also goes to you?</p> <p>13 A Kind of. The computer makes a sweep every night</p> <p>14 of medical bills and they automatically go for</p> <p>15 review.</p> <p>16 Q Do you -- are you notified -- when the bills come</p> <p>17 in that nightly sweep, are you notified, then,</p> <p>18 that the bills are in?</p> <p>19 A Yes.</p> <p>20 Q For the claims that you handle, obviously.</p> <p>21 A Yes.</p> <p>22 Q So is it kind of simultaneous, then. You get a</p> <p>23 bill in. It gets entered into the computer. It</p> <p>24 goes for review for the reasonable rate. And then</p> <p>25 it also goes to you at the same time.</p> <p style="text-align: center;">Page 10</p>	<p>1 Q And I do just briefly want to run through a couple</p> <p>2 of things, here, even though I know there's no</p> <p>3 denial.</p> <p>4 You don't dispute that Ms. Williams was</p> <p>5 involved in a motor vehicle accident, right?</p> <p>6 A Do not dispute.</p> <p>7 Q And you don't dispute that she sustained some</p> <p>8 injuries in that accident.</p> <p>9 A I don't dispute that.</p> <p>10 Q And you also don't dispute that the</p> <p>11 City of Detroit is first in order of priority to</p> <p>12 pay her PIP benefits for that accident?</p> <p>13 MS. CAMPBELL: Can we go off the</p> <p>14 record?</p> <p>15 MR. PAYNE: Sure.</p> <p>16 (Off the record.)</p> <p>17 Q (By Mr. Payne) All right. Mr. Lenton, after a</p> <p>18 brief discussion with your attorney, I'm going to</p> <p>19 rephrase the question.</p> <p>20 Do you have any information or basis to tell</p> <p>21 me that there's a higher order of priority PIP</p> <p>22 insurer to pay for this claim?</p> <p>23 A No basis.</p> <p>24 Q Okay. Would agree with me that in your time as an</p> <p>25 adjuster both for the City of Detroit and for York</p> <p style="text-align: center;">Page 12</p>
<p>1 A Well, not at the same time. The review process</p> <p>2 has to take place first and then it comes back to</p> <p>3 my computer reviewed.</p> <p>4 Q Okay. So you know that it's in, but you don't</p> <p>5 really have anything to look at until it goes</p> <p>6 through the auditing process.</p> <p>7 A Correct.</p> <p>8 Q Gotcha. Have you handled this file since</p> <p>9 June of 2013?</p> <p>10 A Yes.</p> <p>11 Q Have you handled it the whole time, even prior to</p> <p>12 that?</p> <p>13 A Yes.</p> <p>14 Q And as we sit here today, you're the person with</p> <p>15 authority to pay this claim?</p> <p>16 A Yes.</p> <p>17 Q And it's actually my understanding that there</p> <p>18 hasn't been a denial, true?</p> <p>19 A Correct.</p> <p>20 Q So there are still bills being processed and that</p> <p>21 whole procedure is still being followed as far as</p> <p>22 any bills that are coming at this point?</p> <p>23 A That's correct.</p> <p>24 Q Does York have a special investigations unit?</p> <p>25 A Not to my knowledge.</p> <p style="text-align: center;">Page 11</p>	<p>1 that you would not issue payment for benefits</p> <p>2 unless you've received reasonable proof for those</p> <p>3 charges?</p> <p>4 A Correct.</p> <p>5 Q So you would agree with me that all benefits paid</p> <p>6 specifically on Ms. Williams' claim have been</p> <p>7 properly paid.</p> <p>8 A Correct.</p> <p>9 Q And you don't have any basis to dispute that the</p> <p>10 treatment provided by Summit Medical Group and</p> <p>11 Summit Physicians Group actually happened, right?</p> <p>12 A None.</p> <p>13 Q Would you agree with me that the fact that a claim</p> <p>14 goes into litigation is not a basis to deny</p> <p>15 payment?</p> <p>16 A Correct.</p> <p>17 Q Now, I did go through the claim file. And I do</p> <p>18 have a couple just general questions getting back</p> <p>19 to that procedure.</p> <p>20 When you get -- when you receive a bill from</p> <p>21 a provider on a given claim is there a timestamp</p> <p>22 or some other method to determine when it was</p> <p>23 received?</p> <p>24 A Date stamp?</p> <p>25 Q Sure.</p> <p style="text-align: center;">Page 13</p>

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<p>1 A Yeah, date stamp.</p> <p>2 Q Is it electronic or is it physically on the</p> <p>3 records?</p> <p>4 A I'm not aware how they put it on there --</p> <p>5 Q Okay.</p> <p>6 A -- on the face of the bill.</p> <p>7 Q But in your system, there's a way to kind of bring</p> <p>8 up maybe a summary of what bills were submitted</p> <p>9 and on what date?</p> <p>10 A Yes.</p> <p>11 Q Okay. And you do use -- I don't know if you call</p> <p>12 it an activity log -- but you do make notes on</p> <p>13 every claim; is that true?</p> <p>14 A Yes.</p> <p>15 Q And you would agree with me that the notes that</p> <p>16 you make are kind of the important or significant</p> <p>17 type actions or decisions?</p> <p>18 A Yes.</p> <p>19 Q And that would include, you know, bill payment or</p> <p>20 bill receipt, denial bases, that sort of thing?</p> <p>21 A Yes.</p> <p>22 Q Would you agree with me that generally for a</p> <p>23 medical provider, that reasonable proof would</p> <p>24 constitute the billing, the HCFA forms, possibly a</p> <p>25 billing ledger and then the corresponding medical</p> <p>Page 14</p>	<p>1 Q Okay. Everything was handled in-house?</p> <p>2 A Yes.</p> <p>3 Q What was kind of the procedure at that point,</p> <p>4 then, when you get a bill from a medical provider</p> <p>5 as far as the process from the time it comes in to</p> <p>6 the time that it gets paid or denied?</p> <p>7 A Similar to York, except we had to send it out to</p> <p>8 be audited.</p> <p>9 Q Okay. So you did use an outside third-party</p> <p>10 company just to do the auditing portion.</p> <p>11 A Correct.</p> <p>12 Q But you, personally, would make all the decisions</p> <p>13 whether it's related to the accident, whether the</p> <p>14 services were necessary, all of the other types of</p> <p>15 elements that must be met before you issued</p> <p>16 payment?</p> <p>17 A Yes.</p> <p>18 Q Generally, how long before it was handled in-house</p> <p>19 at York would it take for the bills to get</p> <p>20 audited?</p> <p>21 A Could you restate that again?</p> <p>22 Q Sure.</p> <p>23 When you had to send the bill out to get</p> <p>24 audited for an adjusted amount, can you tell me</p> <p>25 just generally how long that would usually take?</p> <p>Page 16</p>
<p>1 records?</p> <p>2 A Yes.</p> <p>3 Q Are you aware of any preexisting injuries for</p> <p>4 Ms. Williams that may come into play in this claim</p> <p>5 at all?</p> <p>6 A Not to my knowledge, no.</p> <p>7 Q Okay. I have your answers to my interrogatories</p> <p>8 in front of me. And it was -- I believe you and</p> <p>9 your attorney answered these.</p> <p>10 Do you remember doing that?</p> <p>11 A Yes.</p> <p>12 Q It was probably just a few weeks ago -- or within</p> <p>13 a few weeks.</p> <p>14 A Yes.</p> <p>15 Q So question five asks about the proof that would</p> <p>16 have been submitted by my clients,</p> <p>17 Summit Medical Group and Summit Physicians Group.</p> <p>18 And the answer -- probably from that summary,</p> <p>19 maybe, that we were talking about as far as the</p> <p>20 dates that are listed when you received the proof?</p> <p>21 A Yes. The best of my knowledge, yes.</p> <p>22 Q Okay. The City of Detroit used a third-party</p> <p>23 administrator before York, right, before October</p> <p>24 of last year?</p> <p>25 A No.</p> <p>Page 15</p>	<p>1 A Before York?</p> <p>2 Q Yes.</p> <p>3 A It varied. It could be -- it could be 30 days or</p> <p>4 a month, sometimes a little longer. It could take</p> <p>5 six weeks.</p> <p>6 Q Okay.</p> <p>7 A Depending on, I guess, the workload.</p> <p>8 Q And then once you get the reviewed amount back,</p> <p>9 was there then another step that you had to go</p> <p>10 through the City to actually get the funds to pay</p> <p>11 that claim?</p> <p>12 A Yes.</p> <p>13 Q Okay. And then how long would that take,</p> <p>14 generally?</p> <p>15 A Now, that all depended on the person having to</p> <p>16 sign off on it, the supervisor at the time.</p> <p>17 Q Okay. So I guess just generally speaking, it</p> <p>18 sounds like we may be well outside the 30-day</p> <p>19 timeline set forth in the No-Fault Act as far as</p> <p>20 before York.</p> <p>21 A Yes.</p> <p>22 Q From the time when you receive a bill, determine</p> <p>23 it to be payable and then finally get that payment</p> <p>24 issued, it was -- it sounds like it's almost</p> <p>25 always more than 30 days later.</p> <p>Page 17</p>

5 (Pages 14 to 17)

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<p>1 A Yes.</p> <p>2 Q Okay. And still, as of today's date there's no</p> <p>3 denial on this claim?</p> <p>4 A Correct.</p> <p>5 Q Everything that's being submitted is being</p> <p>6 reviewed for -- or reviewed, I guess, only for the</p> <p>7 adjusted rate and then payment is being issued?</p> <p>8 A Correct.</p> <p>9 Q Okay. Is there an IME scheduled?</p> <p>10 A I believe there is.</p> <p>11 Q Okay. Would it help --</p> <p>12 A I can't say for certain, though.</p> <p>13 Q What's making me ask that is this note in the</p> <p>14 activity log dated January 7th of 2015, that says</p> <p>15 there's an IME bill. And then this one says</p> <p>16 there's an IME notice.</p> <p>17 Does that help?</p> <p>18 A Okay. So now what's your question, again, now?</p> <p>19 Q Is there an IME scheduled, do you know?</p> <p>20 A Absolutely scheduled.</p> <p>21 Q Okay.</p> <p>22 A Yes. According to this, yes --</p> <p>23 Q Okay.</p> <p>24 A IME notice.</p> <p>25 Q Is there a way for you to find out, I mean, in the</p> <p style="text-align: center;">Page 18</p>	<p>1 procedure to get the money from the</p> <p>2 City of Detroit and actually pay the claim?</p> <p>3 A Yes.</p> <p>4 Q And that still takes the same amount of time?</p> <p>5 A It takes time, yes.</p> <p>6 Q Is that -- since the bankruptcy in '13, does it</p> <p>7 take longer now for that part of the process?</p> <p>8 A I can't say that for sure. I'm not certain.</p> <p>9 Q That's fair.</p> <p>10 Are there any new procedures since the</p> <p>11 transition to York as far as what constitutes</p> <p>12 reasonable proof to pay a provider bill on a</p> <p>13 claim?</p> <p>14 A New procedures?</p> <p>15 Q Yes.</p> <p>16 A No.</p> <p>17 Q Okay. It seems like -- I'm just looking through</p> <p>18 the log, here, and it looks like there are some</p> <p>19 references to an attending physician report or</p> <p>20 things of that nature.</p> <p>21 Do you know anything about whether you</p> <p>22 require an attending physician report as to the</p> <p>23 causation being the motor vehicle accident for the</p> <p>24 injuries that are being treated?</p> <p>25 Is that a York thing or do you know anything</p> <p style="text-align: center;">Page 20</p>
<p>1 materials you have or otherwise, when that's</p> <p>2 scheduled?</p> <p>3 A No. Not from here.</p> <p>4 Q Okay.</p> <p>5 A It would be in those notes, there.</p> <p>6 Q You said it would be in these notes?</p> <p>7 A It would not be here.</p> <p>8 Q Oh, okay.</p> <p>9 Since the transition to York, are you able to</p> <p>10 process and pay bills a little bit faster?</p> <p>11 A Yes.</p> <p>12 Q Okay. And I would imagine that's because it's a</p> <p>13 little bit faster having the auditing system be</p> <p>14 in-house; is that accurate?</p> <p>15 A Partial, yes.</p> <p>16 Q Can you explain the partial?</p> <p>17 A I mean, what would be your question in particular?</p> <p>18 Q So you said it could be anywhere from, you know,</p> <p>19 four to six weeks before the transition to York to</p> <p>20 get the bills audited by an outside company.</p> <p>21 A Yes.</p> <p>22 Q Is it generally shorter than that now that York</p> <p>23 does it in-house?</p> <p>24 A Yes.</p> <p>25 Q But you still do have to go through the same</p> <p style="text-align: center;">Page 19</p>	<p>1 about that at all?</p> <p>2 A Yes, I do.</p> <p>3 Q Okay. And what is your knowledge of that type of</p> <p>4 report?</p> <p>5 A That's for all new claims.</p> <p>6 Q All new claims after what date?</p> <p>7 A After October 1st.</p> <p>8 Q Okay. So claims that don't get -- that haven't</p> <p>9 been filed until after then; is that --</p> <p>10 A Correct.</p> <p>11 Q So this claim wouldn't be part of that new</p> <p>12 procedure.</p> <p>13 A No.</p> <p>14 Q Are there any other new procedures like that aside</p> <p>15 from the attending physician report that you're</p> <p>16 aware of?</p> <p>17 A New procedures?</p> <p>18 Q Right.</p> <p>19 A All the no-fault documents need to be in the file</p> <p>20 before payment can be made.</p> <p>21 Q And are those documents created by York?</p> <p>22 A Yes.</p> <p>23 Q Can you briefly describe those documents for me,</p> <p>24 if you know?</p> <p>25 A From memory?</p> <p style="text-align: center;">Page 21</p>

6 (Pages 18 to 21)

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1 Q Yeah.
2 I mean, is there an Application for Benefits?
3 A Yes.
4 Q Sometimes an Affidavit of No Insurance.
5 A Yes.
6 HIPAA.
7 Q Pardon me?
8 A A HIPAA form.
9 Q Okay. An authorization.
10 A We have a request for a W-9 for providers.
11 Q Okay.
12 A We have a request for Medicare reporting and an
13 Indemnification Affidavit.
14 Q All pretty standard stuff, then.
15 A Yeah, pretty standard.
16 Q Probably a lot of times those were documents you
17 would have liked to see even before the transition
18 to York, right?
19 A Yes, we'd send that out.
20 Q Maybe they weren't necessary. Maybe they were
21 still paying claims. But you would like to have
22 those in the file.
23 A They should be in the file.
24 Q And now with the transition to York, is it your
25 position or York's position that you don't have

Page 22

1 reasonable proof until you have all of those
2 documents?
3 A On new claims, correct.
4 Q Okay.
5 A Yeah.
6 MR. PAYNE: Can we go off the record
7 for a second?
8 MS. CAMPBELL: Sure.
9 (Off the record.)
10 Q (By Mr. Payne) Mr. Lenton, are you aware that
11 after litigation commenced in this matter that
12 some payments were issued directly to
13 Summit Medical Group and Summit Physicians Group?
14 A I'm not sure when litigation was instituted.
15 Q Okay. Can you tell me -- or do you -- do you
16 recall issuing payments in December for a lot of
17 my clients' bills?
18 A Yes.
19 Q And you were aware that prior to that, litigation
20 had commenced on this?
21 A No, I was not.
22 Q Oh, okay. So the issue, then, was that you
23 weren't even aware that there was litigation on it
24 at all.
25 A Correct.

Page 23

1 Q Okay. And I think that kind of answers my
2 question that I had about this little note, here.
3 What I have is an Explanation of Benefits.
4 The process date is June 12th, 2013. And there's
5 a handwritten note on here.
6 Is that your handwriting, Mr. Lenton?
7 A It appears to be.
8 Q Okay. And it looks like you had indicated not to
9 issue payment directly to the providers.
10 Is that accurate?
11 A That is correct.
12 Q Okay. And that was likely because -- I mean, it
13 says right there that you were advised by your
14 attorney to do that?
15 A At that time, yes.
16 Q Okay. You are aware that paying -- strike that.
17 If you had known that litigation had
18 commenced, would you still have issued payment
19 directly to Summit?
20 A No.
21 Q And that's probably because you're aware that
22 there's an attorney lien claimed on those benefits
23 because litigation had been filed?
24 A Correct.
25 Q Is there any way, from looking at this payment

Page 24

1 summary or EOB or whatever you call it, to tell
2 when the bills for those dates of service actually
3 came in?
4 A I've never seen this. I'm not sure where you got
5 this from.
6 Q Okay. It was -- it was produced to me not -- I
7 don't think it was part of -- we had this in our
8 file. It was -- probably just came with the
9 checks.
10 A I see.
11 Q So these -- we have copies -- what I have in this
12 packet here is copies of the checks that were
13 issued directly to my clients.
14 A May I see them?
15 Q Absolutely.
16 A I've never seen how they look, so . . .
17 This is the first time I've seen these.
18 These are York checks?
19 MS. CAMPBELL: Are they?
20 THE WITNESS: I'm asking him.
21 I mean, can I ask him a question?
22 MS. CAMPBELL: Oh, sure.
23 THE WITNESS: Are these York checks?
24 Because I've never seen a York check. I
25 just know they get sent out.

Page 25

7 (Pages 22 to 25)

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<p>1 MR. PAYNE: I believe so. Because 2 they were issued in December of last year. So 3 I would imagine . . . 4 THE WITNESS: Okay. Yeah, okay. I 5 see the check numbers. Four digits. And 6 so . . . 7 MS. CAMPBELL: So that indicates a 8 York processed claim? 9 THE WITNESS: Yeah. 10 Q (By Mr. Payne) And then after each check there was 11 kind of a payment summary, if you flip the page. 12 A Okay. Okay. I've never seen these before. 13 Q So what we're looking at, here -- it looks like it 14 tells you -- here's the claim, Sheila Williams -- 15 A All right. 16 Q The date of loss. 17 A Okay. 18 Q And it's the -- the check is dated 19 December 19th, 2014, right? 20 A Okay. Yes. 21 Q And it says for period March 19th, 2014, to 22 March 19th, 2014, right? 23 A Okay. I see. Yes. 24 Q If -- is it -- so I guess you wouldn't know -- I 25 mean, there's no way to tell specifically -- but</p> <p>Page 26</p>	<p>1 Q And the date of service is March 19th, 2014. 2 A Yes. 3 Q And it says, here, date billed, March 19th 2014, 4 right? 5 A Yes, I think that's referring to some date of 6 service. 7 Q So that would mean -- so that would mean my client 8 performed these services and then billed you the 9 same day? 10 A I don't think so. 11 Q And it really doesn't make sense to me, either, 12 because normally they only send out the bills 13 every week or two. 14 A Right. Or monthly. Some billing companies do 15 monthly. 16 Q Is it possible -- I know that we had discussed 17 earlier the Answers to Interrogatories with this 18 list of specific dates that the reasonable proof 19 from my clients came in. 20 Is it possible -- can I get a copy of 21 wherever this came -- this information came from? 22 MS. CAMPBELL: Can we go off the 23 record for a minute? 24 MR. PAYNE: Yeah, yeah, yeah, yeah, 25 yeah.</p> <p>Page 28</p>
<p>1 your attorney was pointing to a specific portion 2 of the claim file -- or payment log. 3 MS. CAMPBELL: Payment log, yeah. 4 THE WITNESS: Okay. Okay. 5 MS. CAMPBELL: And this payment, 6 here, number 16; is that the check? 7 THE WITNESS: That's correct. Yes. 8 Q (By Mr. Payne) From the documents that we have 9 right here, is there any way to tell when you 10 received the bill from my client for this date of 11 service? 12 A No. I don't see where you can tell that anywhere. 13 Q Is there any way to match up, other than -- I 14 guess I could probably find -- would it be -- 15 would it have that information that I'm looking 16 for on the Explanation of Benefits, potentially? 17 A Possibly, yes. 18 Q That was March 19th, 2014? 19 A Yes. 20 Q Okay. So here's the Explanation of Benefits that 21 corresponds with that payment. 22 A Okay. 23 Q And it's -- the process date on this document is 24 September 24th, 2014, right? 25 A Okay. Yes.</p> <p>Page 27</p>	<p>1 (Off the record.) 2 MR. PAYNE: Okay. Can we go back on 3 real quick? 4 MS. CAMPBELL: Sure. 5 Q (By Mr. Payne) I think now I have a little bit 6 more information and I do kind of want to go on 7 the record with a couple of things. 8 A Uh-huh. 9 Q So it sounds like at some point after 10 March 19th of 2014, my client submitted these 11 bills, right? 12 A Correct. 13 Q And we're where not 100 percent sure when that 14 happened, but we're pretty sure it wasn't the same 15 day, right? 16 A Correct. 17 Q Because this says -- it was stamped Received by 18 the City of Detroit October 6th, 2014, this 19 Explanation of Benefits form, it seems to me like 20 at some point these bills were received by the 21 City of Detroit? 22 A Correct. 23 Q Then they went through the claims process, they 24 got audited, they were deemed payable, right? 25 A Correct.</p> <p>Page 29</p>

8 (Pages 26 to 29)

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<p>1 Q And then it looks like this form -- is this a York 2 form; do you know? 3 A No. This is Brown Review. 4 Q Okay. So this was the prior third-party company 5 that adjusted the rates for you? 6 A Correct. 7 Q And they issued this EOB and probably sent it to 8 the City of Detroit and Detroit received it on 9 October 6th. 10 A Correct. 11 Q Okay. And that's why it took until about December 12 to get these checks paid -- or to get the checks 13 issued. 14 A Correct. 15 Q Okay. Rather than kind of go through all of this 16 stuff and try to piecemeal each one back together, 17 would you agree with me that it's more likely than 18 not that all of these bills were paid outside of 19 the 30-day window? 20 A Most would have been. 21 Q Because it takes sometimes the entire 30 days just 22 to get it reviewed for the rate, let alone get the 23 money issued for the check, right? 24 A Correct. 25 Q And you would agree with me that because it was</p> <p>Page 30</p>	<p>1 A But specific -- 2 Q You know, it's just -- this is just learning for 3 me, as well. 4 A Okay. 5 MR. PAYNE: And, actually, we can do 6 it off the record. 7 I don't have any other questions. 8 MS. CAMPBELL: Nothing from me. 9 (The deposition was concluded at 10 10:43 a.m.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p>Page 32</p>
<p>1 paid outside of the 30-day window that it would be 2 overdue? 3 MS. CAMPBELL: Objection. Calls for 4 a legal conclusion. 5 Go ahead. 6 Q (By Mr. Payne) If you know. 7 A Yes. 8 Q Okay. Are there any other differences with the 9 transition to York at all as far -- other than the 10 reasonable proof that we discussed? 11 A Speed of payments being issued. 12 Q Okay. So things are going faster now? 13 A Much faster. 14 Q Okay. Is there anything that I should know as far 15 as submitting claims that I consider to be 16 City of Detroit claims now that York has taken 17 over? 18 MS. CAMPBELL: Do you understand the 19 question? 20 THE WITNESS: Yeah. It's kind of 21 broad. 22 So you say anything I should -- I mean, I 23 could talk about a lot of things. But -- 24 Q (By Mr. Payne) And to be honest, that's kind of my 25 goal.</p> <p>Page 31</p>	<p>1 CERTIFICATE OF NOTARY 2 3 STATE OF MICHIGAN) 4)SS 5 COUNTY OF WAYNE) 6 7 8 I, Susan E. Castino, RPR, CSR and Notary 9 Public in and for the above county and state, do hereby 10 declare that the deposition of KELVIN LENTON was taken 11 before me at the time and place hereinbefore set forth; that 12 the witness was by me first duly sworn to testify to the 13 truth, the whole truth and nothing but the truth; that, 14 thereupon, the foregoing questions were asked and foregoing 15 answers were made by the witness which were duly recorded by 16 me stenographically and later reduced to computer 17 transcription; and I certify that this is a true and correct 18 transcript of my stenographic notes so taken. 19 20 21 22 23 24 25</p> <p>Page 33</p>

9 (Pages 30 to 33)

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1 I further declare that I am not of counsel to
2 either party nor interested in the event of this cause.

3

4

5

6

7

Susan E. Castino, CSR 4856

8

Notary Public

9

State of Michigan

10

County of Wayne

11

Acting in the County of Wayne

12

13

14 My Commission expires:

15 September 21, 2017

16

17

18

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EXHIBIT B

**Individual Patient Balance Form**

Release date through	05/12/15
----------------------	----------

Name:	Shelia Williams
Date of Birth:	6/25/1965

Department Balances (By Taxpayer Identification Number)

TIN:	Department:	Balance:
454013724	SPG - Dr. Jankowski	\$17,757.99
	SPG - Dr. Crawford	\$0.00
	SPG - Dr. Lerner	\$4,046.20
	SPG - Physical Therapy	\$0.00
	SPG - MRI/CT	\$0.00
	Summit Physicians Group - TOTAL	\$21,804.19
800585968	SMG - Dr. Jankowski	\$42,684.50
	SMG - Dr. Jankowski Rx	\$10,249.80
	Summit Medical Group- TOTAL	\$52,934.30
461519999	Summit Diagnostic Services - MRI	\$0.00
383263684	Kevin Crawford DO PC (Prior to 05/23/13)	\$0.00
383170766	Greater Detroit Physical Therapy (Prior to 05/23/13)	\$0.00

COMBINED TOTAL (From All Tax Entities):	\$74,738.49
--	--------------------

Alt. Balance Form v2.00

- * Please request all billing ledgers from SPG Lead Contacts 48 hours prior to all settlement conferences.
- * Balances may change all the time as treatment may be ongoing.
- * Please notify lead contacts ASAP if future benefits are going to be released.

SPG Lead Contacts

Name:	Contact Details:
S. Bazzzy	[Phone] 313.581.3255 [Cell] 313.414.0807 [Email] sbazzy@summitphysiciansgroup.com
J. Crawford	[Phone] 313.334.3388 [Cell] 248.946.1919 [Email] jcrawford@summitphysiciansgroup.com

SUMMIT PHYSICIANS GROUP PLLC

INDIVIDUAL PATIENT DETAIL REPORT

Printed on: 05/12/2015 Tuesday 10:30:03

Date From 05/12/2010 To 05/12/2015 Procedure Type System Summary

General Information

Name WILLIAMS, SHIELA				Acct# 4210	Phone 313-208-0596	Cash Bal 0.00
Title	DR01	Ref JANKOWSK	Marital Unknown	SSN 383-80-5696	Work	Ins Bal 17,757.99
Address 4821 METTETAL DETROIT, MI 48221						Birthday 06/25/1965
Alert L/M ADJ 6/21/13 NEED EPI						First Visit 06/24/2013
Note KELVIN LENTON						Last Date 02/16/2015

Policy Information

Financial Code OT	Ins CodeYORK	Insured's Name WILLIAMS, SHIELA		Relation Self
ID No# CDMI-0080A9	Group Number		Phone 313-208-0596	Birthday06/25/1965
Address 4821 METTETAL DETROIT, MI 48221				Participate Yes
INS Name & Address YORK RISK SERVICES GROUP , PO BOX 183188 , COLUMBUS, OH 43218				Assignment Yes
Financial Code LG	Ins CodeHAAS	Insured's Name WILLIAMS, SHIELA		Relation Self
ID No# 383805696	Group Number		Phone 313-208-0596	Birthday06/25/1965
Address 4821 METTETAL DETROIT, MI 48221				Participate Yes
INS Name & Address ATTY JUSTIN HAAS , 31275 NORTH WESTERN HWY , FARMINGTON HILLS, MI 48334				Assignment Yes

Diagnosis Information: 7244 / 71946 / 7291 / E9290 /

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
756	06/24/2013	99214	7244	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	1443
756	06/24/2013	96372	7244	01	160.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	1444
756	06/24/2013	J1885	7244	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	1445
776	06/24/2013	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	1471
1555	07/22/2013	99214	7840	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3080
1555	07/22/2013	96372	71946	01	160.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	3081
1555	07/22/2013	J1885	71946	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	3082
1923	08/22/2013	80101	V5883	08	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	3867
1924	08/22/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	3868
1924	08/22/2013	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	3869
2687	09/20/2013	99214	7245	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	7906
3551	10/21/2013	99214	7840	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	10569
4761	11/19/2013	99214	7245	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	14323
4665	11/26/2013	20553	7291	06	245.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	245.00	13947
4665	11/26/2013	76942	7291	06	700.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	13948
4665	11/26/2013	J0702	7291	06	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	13949
4665	11/26/2013	J2001	7291	06	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	13950
6024	11/26/2013	72040	7210	22	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	20064
7204	12/17/2013	99214	7245	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	25480
8242	01/14/2014	20553	7291	01	245.00	245.00	0.00	0.00	156.81	88.19	0.00	0.00	0.00	30325

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
8242	01/14/2014	J1040	7291	01	40.00	40.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	30326
8242	01/14/2014	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	30327
8467	03/19/2014	64505	7840	01	660.00	660.00	0.00	0.00	397.96	262.04	0.00	0.00	0.00	31373
8467	03/19/2014	64505	7840	01	660.00	660.00	0.00	0.00	397.96	262.04	0.00	0.00	0.00	31374
8712	03/19/2014	99214	7840	01	385.00	385.00	0.00	0.00	158.60	226.40	0.00	0.00	0.00	32751
8858	03/19/2014	72126	7220	20	1,195.00	1,195.00	0.00	0.00	1,195.00	0.00	0.00	0.00	0.00	33478
8858	03/19/2014	Q9967	7220	20	10.00	10.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	33479
9808	04/17/2014	64450	7231	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	37265
9808	04/17/2014	77003	7231	01	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	37266
9808	04/17/2014	J0702	7231	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	37267
9808	04/17/2014	J2001	7231	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	37268
10270	04/17/2014	99213	72283	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	39851
10270	04/17/2014	80101	V5883	01	240.00	240.00	0.00	0.00	240.00	0.00	0.00	0.00	0.00	39852
11128	05/15/2014	64450	7231	01	600.00	600.00	0.00	0.00	396.78	203.22	0.00	0.00	0.00	44168
11128	05/15/2014	77002	7231	01	400.00	400.00	0.00	0.00	268.00	132.00	0.00	0.00	0.00	44169
11128	05/15/2014	J0702	7231	01	35.00	35.00	0.00	0.00	23.45	11.55	0.00	0.00	0.00	44170
11128	05/15/2014	J2001	7231	01	35.00	35.00	0.00	0.00	23.45	11.55	0.00	0.00	0.00	44171
11271	05/19/2014	99213	7242	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	45468
12071	05/19/2014	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	50353
12071	05/19/2014	76942	7291	01	690.00	690.00	0.00	0.00	0.00	0.00	0.00	0.00	690.00	50354
12071	05/19/2014	J0702	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50355
12071	05/19/2014	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50356
12123	05/19/2014	64450	7234	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	50481
12123	05/19/2014	77003	7234	01	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	50482
12061	06/17/2014	64450	7234	06	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	50330
12061	06/17/2014	77003	7234	06	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	50331
12061	06/17/2014	J1040	7234	06	40.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	50332
12061	06/17/2014	J2001	7234	06	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	50333
12062	06/17/2014	80101	V5883	06	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	50334
12807	07/15/2014	64450	7840	01	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	53083
12807	07/15/2014	20552	7291	01	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	53084
12807	07/15/2014	77002	7840	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	53085
12807	07/15/2014	J1040	7840	01	40.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	53086
12807	07/15/2014	J2001	7840	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	53087
13294	07/15/2014	99213	72281	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	56819
13294	07/15/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	56820
14476	08/18/2014	99214	7202	01	370.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	370.00	64428
14476	08/18/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	64429
15371	09/16/2014	99214	7291	01	370.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	370.00	69157
15371	09/16/2014	96372	71946	01	90.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	69158
15371	09/16/2014	J1885	71946	01	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	69159
15371	09/16/2014	96101	95909	01	290.00	290.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	69160
15371	09/16/2014	80101	V5883	01	240.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	69161
16291	10/16/2014	99213	7840	01	250.00	250.00	0.00	0.00	109.43	140.57	0.00	0.00	0.00	75870
17175	11/18/2014	20553	7291	06	1,200.00	1,200.00	0.00	0.00	296.20	1,051.90	0.00	0.00	-148.10	80468
17175	11/18/2014	76942	7291	06	690.00	690.00	0.00	0.00	1,380.00	0.00	0.00	0.00	-690.00	80469
17175	11/18/2014	J0702	7291	06	140.00	140.00	0.00	0.00	67.78	106.11	0.00	0.00	-33.89	80470
17175	11/18/2014	J2001	7291	06	35.00	35.00	0.00	0.00	0.04	34.98	0.00	0.00	-0.02	80471
17175	11/18/2014	80104	V5883	06	250.00	250.00	0.00	0.00	500.00	0.00	0.00	0.00	-250.00	80472

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
17557	11/18/2014	99214	7231	01	370.00	370.00	0.00	0.00	158.60	211.40	0.00	0.00	0.00	83928
19511	12/18/2014	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	95711
8242	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	156.81	0.00	0.00	0.00	0.00	85901
8242	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	163.19	0.00	0.00	85902
8712	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	158.60	0.00	0.00	0.00	0.00	85903
8712	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	226.40	0.00	0.00	85904
11271	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	109.43	0.00	0.00	0.00	0.00	85913
11271	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	85914
8858	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	1,205.00	0.00	0.00	0.00	0.00	86211
11128	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	711.68	0.00	0.00	0.00	0.00	86212
11128	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	358.32	0.00	0.00	86213
8467	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	795.92	0.00	0.00	0.00	0.00	86214
8467	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	524.08	0.00	0.00	86215
10270	12/23/2014	INSPAY	7231		0.00	0.00	0.00	0.00	349.43	0.00	0.00	0.00	0.00	86216
10270	12/23/2014	PARADJ	7231		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	86217
19399	01/13/2015	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	95475
19593	02/16/2015	99213	7231	01	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	96398
19612	02/16/2015	20553	7291	01	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	96664
19612	02/16/2015	76942	7291	01	690.00	690.00	0.00	0.00	0.00	0.00	0.00	0.00	690.00	96665
19612	02/16/2015	J0702	7291	01	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	96666
19612	02/16/2015	J2001	7291	01	35.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	96667
17175	04/14/2015	INSPAY	7291		0.00	0.00	0.00	0.00	1,122.01	0.00	0.00	0.00	0.00	109351
17175	04/14/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	1,192.99	0.00	0.00	109352
16291	04/29/2015	INSPAY	7291		0.00	0.00	0.00	0.00	109.43	0.00	0.00	0.00	0.00	109386
16291	04/29/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	109387
17557	04/29/2015	INSPAY	7291		0.00	0.00	0.00	0.00	158.60	0.00	0.00	0.00	0.00	109388
17557	04/29/2015	PARADJ	7291		0.00	0.00	0.00	0.00	0.00	0.00	211.40	0.00	0.00	109389
17175	05/01/2015	INSPAY	7291		0.00	0.00	0.00	0.00	1,122.01	0.00	0.00	0.00	0.00	110995

Note: DX - Diagnosis
DR - Doctor

SUMMIT MEDICAL GROUP

INDIVIDUAL PATIENT DETAIL REPORT

Printed on: 05/12/2015 Tuesday 10:31:06

Date From 05/12/2010 To 05/12/2015 Procedure Type System Summary

General Information

Name WILLIAMS, SHIELA				Acct# 32300	Phone 313-208-0596	Cash Bal 0.00
Title	DR01	Ref JANKOWSK	Marital Unknown	SSN 383-80-5696	Work	Ins Bal 42,684.50
Address 4821 METTETAL DETROIT, MI 48221						Birthday 06/25/1965
Alert L/M ADJ 8/19/13 NEED EPI						First Visit 12/20/2012
Note KELVIN LENTON						Last Date 05/22/2013

Policy Information

Financial Code AA	Ins CodeCITY	Insured's Name WILLIAMS, SHIELA		Relation Self
ID No# A32950-002704	Group Number		Phone 313-208-0596	Birthday06/25/1965
Address 4821 METTETAL DETROIT, MI 48221				Participate Yes
INS Name & Address CITY OF DETROIT - LAW DET , FIRST NATIONAL BUILDING , DETROIT, MI 48226				Assignment Yes
Financial Code LG	Ins CodeHAAS	Insured's Name WILLIAMS, SHIELA		Relation Self
ID No# 383805696	Group Number		Phone 313-208-0596	Birthday06/25/1965
Address 4821 METTETAL DETROIT, MI 48221				Participate Yes
INS Name & Address ATTY JUSTIN HAAS , 31275 NORTH WESTERN HWY , FARMINGTON HILLS, MI 48334				Assignment Yes

Diagnosis Information: 72252 / 7840 / 33379 / 71596 /

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
14159	12/20/2012	99215	72252	01	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	49822
14799	01/14/2013	99213	7220	01	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	53518
15541	02/11/2013	99213	7220	01	200.00	200.00	0.00	0.00	102.25	97.75	0.00	0.00	0.00	57094
16045	02/26/2013	95864	7231	13	1,125.00	1,125.00	0.00	0.00	1,069.52	55.48	0.00	0.00	0.00	59616
16242	03/09/2013	64613	33383	01	800.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	60449
16242	03/09/2013	95873	33383	01	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	60450
16242	03/09/2013	J0585	33383	01	3,600.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.00	60451
16683	03/09/2013	99204	7220	21	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	62376
17265	03/09/2013	99213	7291	01	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	64862
17265	03/09/2013	98926	7231	01	230.00	230.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00	64863
17265	03/09/2013	L0172	7231	01	385.00	385.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	64864
17072	03/28/2013	22551	72271	21	7,513.00	7,513.00	0.00	0.00	0.00	0.00	0.00	0.00	7,513.00	64038
17072	03/28/2013	22552	72271	21	4,400.00	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00	4,400.00	64039
17072	03/28/2013	22552	72271	21	4,400.00	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00	4,400.00	64040
17072	03/28/2013	22846	72271	21	3,400.00	3,400.00	0.00	0.00	0.00	0.00	0.00	0.00	3,400.00	64041
17072	03/28/2013	22851	72271	21	2,700.00	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00	2,700.00	64042
17072	03/28/2013	20936	72271	21	750.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	64043
17073	03/28/2013	22551	72271	01	3,756.50	3,756.50	0.00	0.00	0.00	0.00	0.00	0.00	3,756.50	64044
17073	03/28/2013	22552	72271	01	2,200.00	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	2,200.00	64045
17073	03/28/2013	22552	72271	01	2,200.00	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	2,200.00	64046

Transactions

Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust	Balance		RefID
												Cash	Ins	
17073	03/28/2013	22846	72271	01	1,700.00	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	64047
17073	03/28/2013	22851	72271	01	1,350.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	1,350.00	64048
17074	03/30/2013	99238	72271	21	220.00	220.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00	64049
17320	04/01/2013	99024	V5878	21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64972
17935	04/25/2013	20553	72885	06	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	68248
17935	04/25/2013	J0702	72885	06	64.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	64.00	68249
17935	04/25/2013	J2001	72885	06	16.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	68250
19071	05/22/2013	99214	7245	01	300.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	73937
15541	01/15/2014	INSPAY	7245		0.00	0.00	0.00	0.00	102.25	0.00	0.00	0.00	0.00	92708
15541	01/15/2014	PARADJ	7245		0.00	0.00	0.00	0.00	0.00	0.00	97.75	0.00	0.00	92709
16045	01/15/2014	INSPAY	7245		0.00	0.00	0.00	0.00	1,069.52	0.00	0.00	0.00	0.00	92710
16045	01/15/2014	PARADJ	7245		0.00	0.00	0.00	0.00	0.00	0.00	55.48	0.00	0.00	92711

Note: DX - Diagnosis
DR - Doctor



Patient Statement

From:
Summit Medical Group
8560 SILVERY LN, 202
DEARBORN MI 48127
Phone: (888) 555-1212

**PAYMENT
DUE**

Statement Date:
05/12/2015

Amount Due: \$10,249.80

Patient:
Patient ID: 89MEGX3K99
Name: WILLIAMS, SHIELA
Address: 4821 METTALE
DETROIT MI 48221

Facility:
Name: Summit Medical Group
Address: 8560 Silvery Lane, 202
Dearborn MI 48127
Phone: (313) 581-3255
Fax: (313) 581-3755

Transaction Log:

DOS	Rx #	NDC	Description	Qty	Charges	Payments	Adjustments	Balance
10/21/2013	100381	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			175.00
10/21/2013	100382	33261-0105-60	ULTRAM 50MG TAB	60	101.20			276.20
10/21/2013	100383	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			449.40
10/21/2013	100384	33261-0081-60	NAPROSYN 500MG TAB	60	112.00			561.40
10/21/2013	100385	33261-0500-60	XANAX 2MG TAB	60	256.20			817.60
11/19/2013	101167	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			992.60
11/19/2013	101168	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			1,165.80
11/19/2013	101169	33261-0081-60	NAPROSYN 500MG TAB	60	112.00			1,277.80
11/19/2013	101170	33261-0500-60	XANAX 2MG TAB	60	256.20			1,534.00
11/19/2013	101171	33261-0105-60	ULTRAM 50MG TAB	60	101.20			1,635.20
3/19/2014	104075	33261-0105-60	ULTRAM 50MG TAB	60	101.20			1,736.40
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60	256.20			1,992.60
3/19/2014	104077	33261-0218-60	LORTAB 10MG-500MG CII TAB	120	173.20			2,165.80
3/19/2014	104078	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			2,331.80
3/19/2014	104079	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			2,506.80
5/19/2014	105505	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			2,681.80
5/19/2014	105506	33261-0105-60	ULTRAM 50MG TAB	60	101.20			2,783.00
5/19/2014	105507	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			2,949.00
5/19/2014	105508	33261-0218-90	LORTAB 10MG-500MG CII TAB	120	173.20			3,122.20
5/19/2014	105509	33261-0500-60	XANAX 2MG TAB	60	256.20			3,378.40
4/17/2014	104832	33261-0105-60	ULTRAM 50MG TAB	60	101.20			3,479.60
4/17/2014	104833	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			3,654.60
4/17/2014	104834	33261-0218-90	LORTAB 10MG-500MG CII TAB	120	173.20			3,827.80
4/17/2014	104835	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			3,993.80
4/17/2014	104836	33261-0500-60	XANAX 2MG TAB	60	256.20			4,250.00
6/17/2014	106163	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			4,416.00
6/17/2014	106164	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			4,591.00
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60	0.00			4,591.00
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			4,769.00
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60	256.20			5,025.20
6/17/2014	106163	33261-0081-90	NAPROSYN 500MG TAB	90		166.00		4,859.20
6/17/2014	106164	33261-0049-90	NEURONTIN 300MG CAP	90		175.00		4,684.20
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60		0.00		4,684.20
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120		178.00		4,506.20
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60		256.20		4,250.00
6/17/2014	106163	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			4,416.00
6/17/2014	106164	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			4,591.00
6/17/2014	106165	33261-0880-30	TRAMADOL ER 150MG CAP	60	558.80			5,149.80
6/17/2014	106166	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			5,327.80
6/17/2014	106167	33261-0500-60	XANAX 2MG TAB	60	256.20			5,584.00
7/15/2014	106693	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			5,759.00
7/15/2014	106694	33261-0105-60	ULTRAM 50MG TAB	60	101.20			5,860.20
7/15/2014	106695	33261-0081-90	NAPROSYN 500MG TAB	90	166.00			6,026.20
7/15/2014	106696	33261-0500-60	XANAX 2MG TAB	60	256.20			6,282.40
7/15/2014	106697	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			6,460.40
8/18/2014	107407	33261-0058-60	NORCO 10MG-325MG CII TAB	120	178.00			6,638.40
8/18/2014	107408	33261-0500-60	XANAX 2MG TAB	60	256.20			6,894.60
8/18/2014	107409	33261-0049-90	NEURONTIN 300MG CAP	90	175.00			7,069.60
8/18/2014	107410	33261-0105-60	ULTRAM 50MG TAB	60	101.20			7,170.80
9/16/2014	107921	33261-0058-60	NORCO 10MG-325MG CII TAB	120	179.50			7,350.30
9/16/2014	107922	33261-0105-60	ULTRAM 50MG TAB	60	102.70			7,453.00
9/16/2014	107923	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			7,572.50
10/16/2014	108574	33261-0500-60	XANAX 2MG TAB	60	257.70			7,830.20
10/16/2014	108575	33261-0058-30	NORCO 10MG-325MG CII TAB	90	136.00			7,966.20
10/16/2014	108576	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			8,085.70
11/18/2014	109190	33261-0049-60	NEURONTIN 300MG CAP	60	119.50			8,205.20
11/18/2014	109191	33261-0500-60	XANAX 2MG TAB	60	257.70			8,462.90
11/18/2014	109192	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00			8,598.90
3/19/2014	104079	33261-0049-90	NEURONTIN 300MG CAP	90		175.00		8,423.90
3/19/2014	104075	33261-0105-60	ULTRAM 50MG TAB	60		101.20		8,322.70
3/19/2014	104078	33261-0081-90	NAPROSYN 500MG TAB	90		166.00		8,156.70
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60		236.19		7,920.51
3/19/2014	104077	33261-0218-60	LORTAB 10MG-500MG CII TAB	120		173.20		7,747.31
3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60			20.01	7,727.30

5/12/2015

RxBilling

12/18/2014	109885	33261-0049-60	NEURONTIN 300MG CAP	60	119.50		7,846.80
12/18/2014	109886	33261-0500-60	XANAX 2MG TAB	60	257.70		8,104.50
12/18/2014	109887	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00		8,240.50
1/13/2015	110318	33261-0500-60	XANAX 2MG TAB	60	257.70		8,498.20
1/13/2015	110319	33261-0058-60	NORCO 10MG-325MG CII TAB	60	92.50		8,590.70
1/13/2015	110320	33261-0049-60	NEURONTIN 300MG CAP	60	119.50		8,710.20
2/16/2015	111043	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00		8,846.20
2/16/2015	111044	33261-0500-60	XANAX 2MG TAB	60	257.70		9,103.90
2/16/2015	111045	33261-0049-60	NEURONTIN 300MG CAP	60	119.50		9,223.40
3/16/2015	111663	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00		9,359.40
3/16/2015	111664	33261-0500-60	XANAX 2MG TAB	60	257.70		9,617.10
3/16/2015	111665	33261-0049-60	NEURONTIN 300MG CAP	60	119.50		9,736.60
4/15/2015	112288	33261-0049-60	NEURONTIN 300MG CAP	60	119.50		9,856.10
4/15/2015	112289	33261-0058-90	NORCO 10MG-325MG CII TAB	90	136.00		9,992.10
4/15/2015	112290	33261-0500-60	XANAX 2MG TAB	60	257.70		10,249.80
Total:				11,896.60	1,626.79	20.01	

Amounts Past Due:

Date Range:	0 - 29	30 - 59	60 - 89	90 - 119	120 - 149	150 - 179	>= 180 days	Balance Due:
Payment Due:	513.20	513.20	513.20	469.70	513.20	513.20	7,214.10	10,249.80

Please Submit \$10,249.80 Payment To:

Tax Id:

Summit Medical Group
8560 SILVERY LN, 202
DEARBORN MI 48127

SUMMIT PHYSICIANS GROUP, PLLC
8560 SILVERY LANE SUITE 202
DEARBORN HEIGHTS, MICHIGAN 48127
(734) 721-0011
Employer Identification Number: 454013724

Patient Demographics

Chart #: 004457	SSN:	Acct.Type: Workers Compensation
Patient Name: Sheila Williams	Employment Status:	Gender: Female
Address: 8673 ASHTON AVE	Student Status:	DOB / Age: 06/25/1965 49 years
DETROIT, MICHIGAN 48228	Phone: (313) 208-0596	Marital Status:
		Email:
Provider: LARAN LERNER		

Current Insurance Information

Responsible Party

Name: SHEILA WILLIAMS	Email:	Address: 8673 ASHTON AVE DETROIT, MICHIGAN 48228
Primary Phone: (313) 208-0596		
Secondary Phone:		

Primary

Payer: CITY OF DETROIT
Address: 2 WOODWARD AVE SUITE 500
DETROIT, MICHIGAN 48226
Phone: (313) 237-0406
Insured Name: SHEILA WILLIAMS
Insured DOB: 06/25/1965
Address: 8673 ASHTON AVE
DETROIT, MICHIGAN 48228
SSN:
Group Number:
Group Name:
Member ID: A32950-002704

Transactions Posted

Effective Date	Type/ Place of Service	Description/ Diagnoses	Status/ Rendering Provider	Units	Debits	Credits	Bal/Unap
01/13/2015	Charge	95885 MUSC TST DONE W/NERV TST LIM	Ready	2	\$ 1,150.80		\$ 1,150.80
	11 (Office)	721.0 / 724.4	LERNER, LARAN				
01/13/2015	Charge	95913 MOTOR&SENS 13/> NRV CND TEST	Ready	1	\$ 2,895.40		\$ 2,895.40
	11 (Office)	723.1 / 724.2	LERNER, LARAN				
Totals:				3	\$ 4,046.20		\$ 4,046.20

Total Charges:	\$ 4,046.20	Current Patient Balance:	\$ 4,046.20
Patient Payments:	\$ 0.00	Current Ins Balance:	\$ 0.00
Insurance Payments:	\$ 0.00	Current Account Balance:	\$ 4,046.20
Total Adjustments:	\$ 0.00		
Total Unapplied:	\$ 0.00		

EXHIBIT C

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,
(Sheila Williams)

Plaintiff,

Case No. 13- -NF
Hon.

v.

CITY OF DETROIT,

Defendant.

13-005468-NF
FILED IN MY OFFICE
WAYNE COUNTY CLERK
4/25/2013 3:02:36 PM
CATHY M. GARRETT

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiff
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

THIS IS TO CERTIFY THAT NO OTHER CIVIL ACTION
ARISING OUT OF THE SAME TRANSACTION OR
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAS
HERETOFORE BEEN COMMENCED IN THIS COURT.

By: /s/JUSTIN HAAS
JUSTIN HAAS (P53153)

COMPLAINT

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff is a corporation licensed to conduct business under the laws of
the State of Michigan and at all times pertinent herein was conducting business in the
State of Michigan.

2. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

3. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

4. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

5. Defendant assigned claim number A32950-002704 to the injured party's claim.

6. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

7. Plaintiff timely submitted billings to Defendant for medical services that were rendered to the injured party and that were reasonably necessary for the care, recovery or rehabilitation of the injured party for her injuries.

8. Plaintiff also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

9. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

10. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiff for the medical services rendered.

11. Pursuant to MCL 500.3157, Plaintiff is entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

12. Plaintiff has requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

13. Plaintiff is entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

14. Plaintiff is also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiff claims as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS
HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiff
31275 Northwestern Highway, Ste 225
Farmington Hills, MI 48334
(248) 702-6550

Dated: April 24, 2013

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,
(Sheila Williams)

Plaintiff,

Case No. 13- -NF
Hon.

v.

CITY OF DETROIT,

Defendant.

13-005468-NF
FILED IN MY OFFICE
WAYNE COUNTY CLERK
4/25/2013 3:02:36 PM
CATHY M. GARRETT

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiff
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

THIS IS TO CERTIFY THAT NO OTHER CIVIL ACTION
ARISING OUT OF THE SAME TRANSACTION OR
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAS
HERETOFORE BEEN COMMENCED IN THIS COURT.

By: /s/JUSTIN HAAS
JUSTIN HAAS (P53153)

COMPLAINT

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff is a corporation licensed to conduct business under the laws of
the State of Michigan and at all times pertinent herein was conducting business in the
State of Michigan.

2. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

3. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

4. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

5. Defendant assigned claim number A32950-002704 to the injured party's claim.

6. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

7. Plaintiff timely submitted billings to Defendant for medical services that were rendered to the injured party and that were reasonably necessary for the care, recovery or rehabilitation of the injured party for her injuries.

8. Plaintiff also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

9. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

10. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiff for the medical services rendered.

11. Pursuant to MCL 500.3157, Plaintiff is entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

12. Plaintiff has requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

13. Plaintiff is entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

14. Plaintiff is also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiff claims as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS
HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiff
31275 Northwestern Highway, Ste 225
Farmington Hills, MI 48334
(248) 702-6550

Dated: April 24, 2013

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	RETURN OF SERVICE	CASE NO. 14-010025-NF
--	--------------------------	--

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

<input type="checkbox"/> OFFICER CERTIFICATE I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notarization not required)	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization not required)
--	-----------	---

☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
 together with _____
 List all documents served with the Summons and Complaint

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of me information, knowledge and belief.

Service fee \$	Miles traveled \$	Mileage fee \$	Total fee \$	Signature _____
				Name (type or print) _____
				Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.

Date _____
 My commission expires: _____ Signature: _____
 Date _____ Deputy court clerk/Notary public
 Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____
 Attachments _____
 _____ on _____
 Day, date, time _____
 _____ on behalf of _____
 Signature _____

DB

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC
and SUMMIT PHYSICIANS GROUP, PLLC,
(Sheila Williams)

Plaintiffs,

Case No. 14- -NF
Hon. Patricia Fresard

v.

CITY OF DETROIT,

Defendant.

14-010025-NF
FILED IN MY OFFICE
WAYNE COUNTY CLERK
8/4/2014 3:16:56 PM
CATHY M. GARRETT

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiffs
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

THIS IS TO CERTIFY THAT ANOTHER CIVIL ACTION
ARISING OUT OF THE SAME TRANSACTION OR
OCCURRENCE AS ALLEGED IN THIS COMPLAINT HAD
HERETOFORE BEEN COMMENCED IN THIS COURT AND
WAS PENDING BEFORE JUDGE PATRICIA FRESARD
AND WAS ASSIGNED CASE #13-006227-NF.

By: /s/JUSTIN HAAS
JUSTIN HAAS (P53153)

COMPLAINT

NOW COMES Plaintiff by and through its attorneys, HAAS & GOLDSTEIN, P.C.,
and for its cause of action against Defendant, hereby says as follows:

1. Plaintiff, SUMMIT MEDICAL GROUP, PLLC, is a corporation licensed to
conduct business under the laws of the State of Michigan and at all times pertinent
herein was conducting business in the State of Michigan.

2. Plaintiff, SUMMIT PHYSICIANS GROUP, PLLC, is a corporation licensed to conduct business under the laws of the State of Michigan and at all times pertinent herein was conducting business in the State of Michigan.

3. Defendant is a governmental entity, duly organized and existing under the laws of the State of Michigan and conducting business in the County of Wayne, State of Michigan.

4. On May 10, 2012, Sheila Williams, (hereinafter "the injured party") sustained accidental bodily injuries within the meaning of the statutory provisions of MCL 500.3105.

5. Defendant is first in order of priority to pay for the injured party's claim for no fault personal protection insurance benefits in accordance with Chapter 31 of the Michigan Insurance Code, more commonly known as the "no-fault insurance law."

6. Defendant assigned claim number A32950-002704 to the injured party's claim.

7. Defendant became obligated to pay for certain expenses incurred for reasonably necessary products and services rendered for the injured party's care, recovery or rehabilitation from August 4, 2013 to the present and into the future as a result of the injured party's sustained accidental bodily injuries arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.

8. Plaintiffs timely submitted billings to Defendant for medical services that were rendered to the injured party from August 4, 2013 to the present and into the future and that were reasonably necessary for the care, recovery or rehabilitation of the

injured party for her injuries.

9. Plaintiffs also submitted to Defendant supporting medical records and all other documentation and forms necessary for Defendant to determine the reasonableness, necessity and amount of the medical services rendered to the injured party.

10. Defendant was provided reasonable proof of the fact and of the amount of losses sustained and charges incurred.

11. To date, Defendant has unreasonably refused and/or delayed in making payment to Plaintiffs for the medical services rendered.

12. Pursuant to MCL 500.3157, Plaintiffs are entitled to recover the outstanding balances for the medical services rendered to the injured party from Defendant.

13. Plaintiffs have requested payment from Defendant for the amount of the bills due and owing and Defendant has refused and/or neglected to pay them.

14. Plaintiffs are entitled to reasonable and actual attorney fees incurred in this action pursuant to MCL 500.3148.

15. Plaintiffs are also entitled to costs and interest pursuant to MCL 500.3142 for the overdue bills that have not been paid by Defendant within 30 days after Defendant received reasonable proof of the fact and of the amount of loss sustained.

WHEREFORE, Plaintiffs claim as damages against Defendant in a sum more than Twenty Five Thousand (\$25,000) Dollars, which the triers of fact deem reasonable, plus costs, attorney fees and interest most wrongly sustained.

Respectfully submitted,

/s/ JUSTIN HAAS

HAAS & GOLDSTEIN, PC

JUSTIN HAAS (P53153)

Attorney for Plaintiffs

31275 Northwestern Highway, Ste 225

Farmington Hills, MI 48334

(248) 702-6550

Dated: August 4, 2014

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE	CASE NO. 14-010025-NF
---	----------------------------------	--------------------------

2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-2474

THIS CASE IS ASSIGNED TO JUDGE Patricia Perez Fresard Bar Number: 39787

Plaintiff SUMMIT MEDICAL GROUP, PLLC	v	Defendant CITY OF DETROIT
Plaintiff's Attorney Justin Haas, P-53153 31275 Northwestern Hwy Ste 225 Farmington Hills, MI 48334-2533		Defendant's Attorney

CASE FILING FEE	JURY FEE
<input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<input type="checkbox"/> Jury Fee - \$85.00

ISSUED	THIS SUMMONS EXPIRES	DEPUTY COUNTY CLERK
8/ 4/2014	11/ 3/2014	File & Serve Tyler

*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ___ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- ___ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ___ An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date Signature of attorney/plaintiff

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.



EXHIBIT D

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SUMMIT MEDICAL GROUP, PLLC,
AND SUMMIT PHYSICIANS GROUP, PLLC,
(Sheila Williams)

Plaintiffs,

Case No. 14-010025-NF
Hon. Patricia Perez Fresard

v.

CITY OF DETROIT,

Defendant.

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorneys for Plaintiff
31275 Northwestern Hwy, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
jhaas@haasgoldstein.com

CITY OF DETROIT LAW DEPT
BY: CELESTA CAMPBELL (P54382)
Attorney for Defendant
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-3068
campc@detroitmi.gov

**DEFENDANT CITY OF DETROIT'S ANSWERS TO
PLAINTIFF'S INTERROGATORIES**

NOW COMES, Defendant, CITY OF DETROIT, by and through its undersigned
counsel, and in answer to Plaintiff's Interrogatories, states as follows:

1. Please set forth the name, address and job title or capacity of the person
answering these interrogatories.

ANSWER:

Kelvin Lenton, York Risk Services Group, 31555 W. 14 Mile Road, Ste 110,
Farmington Hills, MI 48334, Senior Claims Adjuster

2. Please state the name, address and job title of all persons who assisted in the preparation of these answers.

ANSWER

**Celesta Campbell, Sr. Assistant Corporation Counsel, 2 Woodward, Suite 500,
Detroit, MI 48226.**

3. Is the name and entity of the Defendant correctly stated in the pleadings? If not, what corrections should be made?

ANSWER

Yes.

4. Has the defendant, at any time, received any notice of Plaintiffs claims for personal protection benefits for Claimant? If so, please state:

- a. The date of each notice;
- b. Whether written or oral;
- c. From whom the notice was received;
- d. Who in defendant's employ received the notice;
- e. Will you, without a motion to produce, attach a copy of each written notice to your answers to these interrogatories? If not, why not?

ANSWER

Yes.

a – d City of Detroit Law Department received written notices from Randall I. Stone, Esq. on June 19, 2012 and July 3, 2012.

e. See Claims file.

5. Has the defendant at any time received proof of the fact and of the amount of losses sustained by the plaintiff for treatment of Claimant? If so, for each proof received, please

state:

- a. The nature or type of proof received;
- b. When received;
- c. From whom this information was received;
- d. Will you, without a motion to produce, attach a copy of each item or document referred to above? If no, why not?

ANSWER

Yes.

- a. **Written**
- b. **6/29/13**
9/30/13
10/9/14
11/17/14
11/18/14
12/18/14
12/22/14
1/4/15
1/28/15
- c. **All from Summit Medical Group**
- d. **Yes. See Claims file.**

6. Has an investigation at any time been conducted with respect to any aspect of the plaintiff's claims which are the subject of this litigation? If so, for each investigation, please state:

- a. The date made;
- b. The name, address, telephone number and job title or capacity of the person who authorized it;
- c. The name, address, telephone number and job title of the person who performed the investigation.

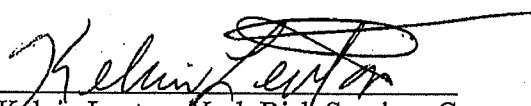
ANSWER

No investigation has occurred.


32. Please provide the identity and location of all persons having knowledge of discoverable matters in this case. Further, for each person, please state the subject matter of the knowledge each person is expected to have and a synopsis of the anticipated testimony of each.

ANSWER

Objection: Vague, over broad, and lacks specificity.


Kelvin Lenton, York Risk Services Group
Senior Claims Adjuster

Respectfully submitted,
CITY OF DETROIT LAW DEPARTMENT


Celesta Campbell (P54382)
Senior Assistant Corporation Counsel
Attorney for Defendant

Dated: 2/15/15

Dated: 2/16/15

K:\DOCS\LIT\campcla20000\inter\BO9319.DOC

EXHIBIT E

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 22
check: 1026 amount: USD 1,205.00 remitter:

WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW - PAPER WILL TURN BROWN IF CHEMICALLY ALTERED - FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUMENT

York Risk Services Group, Inc.

CITY OF DETROIT (D/7175)
AUTO AND GENERAL LIABILITY RESERVE
5000 Bradenton Avenue
Dublin, OH 43017



Comerica Bank & Trust N.A.
9-9/720

REF. NUMBER
CDMI-0080A3

DATE
12/19/2014

CHECK NO
1026

PAY ONE THOUSAND TWO HUNDRED FIVE AND 0/100

AMOUNT
***\$1,205.00

TO THE ORDER OF SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

John N. [Signature]

Authorized Signature

⑈0001026⑈ ⑆072000096⑆ 1853088910⑈

⑈0000120500⑈

FOR PLS

Mailing Information:

SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

Claim Number CDMI-0080A3
Claimant Williams, Shelia
Date of Loss 05/10/2012
Check Number 1026
Check Date 12/19/2014
Check Amount \$1,205.00
Type of Payment IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration - Not Applicable 1301 E Warren Av
For Period 03/19/2014 to 03/19/2014
InvoiceNo P857234
Handling Office 196-Chicago P&C - Ford, Columbus, OH
Detail SHEILA WILLIAMS/COMPUTED TO LOW OSMOLA

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 19
check: 1029 amount: USD 349.43 remitter:

York Risk Services Group, Inc.

CITY OF DETROIT (D/7175)
AUTO AND GENERAL LIABILITY RESERVE
5000 Bradenton Avenue
Dublin, OH 43017



Comerica Bank & Trust N.A.
5-9/720

REF. NUMBER
CDMI-0080A3

DATE
12/19/2014

CHECK NO
1029

PAY THREE HUNDRED FORTY-NINE AND 43/100

AMOUNT
***\$349.43

TO THE ORDER OF SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

John M. Fick Jr.

Authorized Signature

⑈0001029⑈ ⑆072000096⑆ 1853088910⑈

⑈0000034943⑈

EDB PLS

Mailing Information:

SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

Claim Number CDMI-0080A3
Claimant Williams, Shelia
Date of Loss 05/10/2012
Check Number 1029
Check Date 12/19/2014
Check Amount \$349.43
Type of Payment
IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration Not Applicable 1301 E Warren Av
For Period 04/17/2014 to 04/17/2014
InvoiceNo P856896
Handling Office 196-Chicago P&C - Ford, Columbus, OH
Detail SHEILA WILLIAMS/OFFICE OR O. DRUG SCREEN

WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - 100-DOT LIGHT TO VIEW - PAPER WITH 70% RECYCLED FIBER

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 4
check: 1025 amount: USD 795.92 remitter:

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York Risk Services Group, Inc.

CITY OF DETROIT (D/7175)
AUTO AND GENERAL LIABILITY RESERVE
5000 Bradenton Avenue
Dublin, OH 43017



Comerica Bank & Trust N.A.
9-9/720

REF. NUMBER
CDMI-0080A3

DATE
12/19/2014

CHECK NO
1025

PAY SEVEN HUNDRED NINETY-FIVE AND 92/100

AMOUNT
***\$795.92

TO THE
ORDER OF

SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

Authorized Signature

⑈0001025⑈ ⑆072000096⑆ 1853088910⑈

⑈0000079592⑈

EDB PLS

Mailing Information:

SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

Claim Number CDMI-0080A3
Claimant Williams, Shelia
Date of Loss 05/10/2012
Check Number 1025
Check Date 12/19/2014
Check Amount \$795 92
Type of Payment

IP 10 - MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation - Administration - ~~Not Applicable~~ 1301 E Warren Av
For Period 03/19/2014 to 03/19/2014
InvoiceNo P857236
Handling Office 196-Chicago P&C Ford, Columbus, OH
Detail SHEILA WILLIAMS/INJECTION

credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 Item: 5
check: 1027 amount: USD 711.68 remitter:

WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW. PAPER WILL TURN BROWN IF CHEMICALLY ALTERED. FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUMENT.

York-Risk Services Group, Inc.

CITY OF DETROIT (D/7175)
AUTO AND GENERAL LIABILITY RESERVE
6000 Bradenton Avenue
Dublin, OH 43017



Comerica Bank & Trust N.A.
9-9/720

REF. NUMBER
CDMI-0080A3

DATE
12/19/2014

CHECK NO
1027

PAY SEVEN HUNDRED ELEVEN AND 68/100

AMOUNT
***\$711.68

TO THE ORDER OF SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

John Nyfick Jr.

Authorized Signature

⑈0001027⑈ ⑆072000096⑆ 1853088910⑈ ⑈0000071168⑈

EOB PLS

Mailing Information:

SUMMIT PHYSICIANS GROUP
PO BOX-77000
DEPT-771721
DETROIT, MI 48277

Claim Number CDMI-0080A3
Claimant Williams, Shelia
Date of Loss 05/10/2012
Check Number 1027
Check Date 12/19/2014
Check Amount \$711.68
Type of Payment

IP 10 MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation - Administration - Not Applicable 1301 E. Warren Av
For Period 05/15/2014 to 05/15/2014
InvoiceNo P856895
Handling Office 196-Chicago P&C Ford, Columbus, OH
Detail SHEILA WILLIAMS/INJECTIONS

credit: 12/24/2014 process: 12/24/2014 lockbox: 771475 batch: 297 item: 1
check: 1022 amount: USD 851.59 remitter:

WARNING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW - PAPER WILL TURN BROWN IF CHEMICALLY ALTERED - FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUMENT

York Risk Services Group, Inc.

CITY OF DETROIT (D/7175)
AUTO AND GENERAL LIABILITY RESERVE
5000 Bradenton Avenue
Dublin, OH 43017



Comerica Bank & Trust N.A.
9-9/720

REF. NUMBER
CDMI-0080A3

DATE
12/19/2014

CHECK NO
1022

PAY EIGHT HUNDRED FIFTY-ONE AND 59/100

AMOUNT
***\$851.59

TO THE ORDER OF SUMMIT MEDICAL GROUP
PO BOX 77000
DEPT 771475
DETROIT, MI 48277

Authorized Signature

⑈0001022⑈ ⑆072000096⑆ 1853088910⑈

⑈0000085159⑈

FOR PLS

Mailing Information

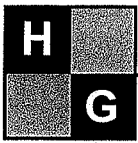
SUMMIT MEDICAL GROUP
PO BOX-77000
DEPT-771475
DETROIT, MI 48277

Claim Number CDMI-0080A3
Claimant Williams, Shelia
Date of Loss 05/10/2012
Check Number 1022
Check Date 12/19/2014
Check Amount \$851.59

Type of Payment
IP 10 - MEDICAL NO FAULT

Location 200010-NA A20000 Dept of Transportation Administration - Not Applicable 1301 E Warren Av
For Period 03/19/2014 to 03/19/2014
InvoiceNo R028174
Handling Office 196-Chicago P&C Ford, Columbus, OH
Detail SHEILA WILLIAMS/TRAMADOL, ALPRAZOLAM, HYDROCODONE, NAPROXEN, GABAPENTIN

EXHIBIT F



Justin Haas
Laurie Goldstein
Jenifer L. Measel
Jessica Faber
Matthew S. Payne
Diana Basel
Nadia Ragheb-Gonzalez

January 7, 2015

Celesta Campbell, Esq.
City of Detroit Law Dept.
2 Woodward Avenue, Ste. 500
Detroit, MI 48226

**RE: Summit Medical Group, PLLC and Summit Physicians Group, PLLC
(Sheila Williams) v. City of Detroit
Case No. 14-010025-NF**

Dear Ms. Campbell:

I previously sent you an email requesting that payments for my clients, Summit Medical Group, PLLC and Summit Physicians Group, PLLC, be sent through to my office as I claimed a Lien on any benefits paid in this case. This should have been apparent after I filed lawsuit in an attempt to get the overdue amount paid.

It is my understanding that the City of Detroit continues to issue payments directly to my clients after litigation, and even after my email to you requesting payments to come through me. Accordingly, I ask once again that you contact me to discuss the prior payments issued in violation of the Lien and further make certain that my name appears on any future checks be sent directly to my office.

Very truly yours,

FILE COPY
JUSTIN HAAS

JH/pj

EXHIBIT G

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN
SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: SIETUQ5DFF
DIAGNOSIS CODE 1...
DIAGNOSIS CODE 2...
DIAGNOSIS CODE 3...
DIAGNOSIS CODE 4...

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/25/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed 871.60 Tech Adj 20.01 Prof Adj 0.00 PPO Adj 0.00 Paid 851.59

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

RECEIVED
OCT 06 2014
CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN
SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: SIETUQ5DFF
DIAGNOSIS CODE 1...:
DIAGNOSIS CODE 2...:
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/25/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE....: 03/19/2014

Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: S1ETUQ5DFF
DIAGNOSIS CODE 1...:
DIAGNOSIS CODE 2...:
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/25/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED....: 09/16/2014
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03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
871.60	20.01	0.00	0.00	851.59

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

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CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: SIETUQ5DFF
DIAGNOSIS CODE 1.:
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DIAGNOSIS CODE 3.:
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DATE OF INJURY....: 05/10/2012
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SERVICE FROM DATE.: 03/19/2014
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Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
871.60	20.01	0.00	0.00	851.59

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

RECEIVED
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CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857234
INSURED..... WILLIAMS, SHIELA
CLAIM REP....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1...: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/07/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmola	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

RECEIVED
OCT 06 2014
CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857234
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1.: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3.:
DIAGNOSIS CODE 4.:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/07/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmo1a	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P857234
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 378858P4210

DIAGNOSIS CODE 1...: 722.0 DISPLACED CERVICAL INTER

DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC

DIAGNOSIS CODE 3...:

DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/07/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE....: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmo1a	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857234
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN , SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1.: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3.:
DIAGNOSIS CODE 4.:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/07/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmoia	1	001	10.00	0.00		0.00		0.00		10.00

Billed 1205.00 Tech Adj 0.00 Prof Adj 0.00 PPO Adj 0.00 Paid 1205.00

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3710270P4210
DIAGNOSIS CODE 1.: 722.83 POSTLAMINECTOMY SYND LUM
DIAGNOSIS CODE 2.: 722.81 POSTLAMINECTOMY SYND CER
DIAGNOSIS CODE 3.: 720.2 SACROILIITIS OTHER
DIAGNOSIS CODE 4.: V58.83 ENCTR THERAP DRUG MONITO

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 05/19/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 04/17/2014
SERVICE TO DATE...: 04/17/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
04/17/2014	11	99213 25	99213 25	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43
04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
490.00	140.57	0.00	0.00	349.43

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CITY OF DETROIT
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED..... WILLIAMS , SHIELA
CLAIM REP..... LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3710270P4210
DIAGNOSIS CODE 1.: 722.83 POSTLAMINECTOMY SYND LUM
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04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
490.00	140.57	0.00	0.00	349.43

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CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
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DETROIT, MI 48277

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5841 ARTILAN
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04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

02 The charge exceeds the usual and customary charge.

Billed 490.00 Tech Adj 140.57 Prof Adj 0.00 PPO Adj 0.00 Paid 349.43

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2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED..... WILLIAMS, SHIELA
CLAIM REP..... LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

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5841 ARTILAN
DETROIT, MI 48228

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04/17/2014	11	99213 25	99213 25	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43
04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
490.00	140.57	0.00	0.00	349.43

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS, SHIELA
CLAIM REP....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1.: 784.0 HEADACHE
DIAGNOSIS CODE 2.: 724.5 BACKACHE UNSPECIFIED
DIAGNOSIS CODE 3.: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 4.: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/02/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

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CITY OF DETROIT
CLAIMS SECTION

CARRIERS' EXPLANATION OF BENEFITS

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001

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P857235
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
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DIAGNOSIS CODE 3...: 729.1 UNS MYALGIA/MYOSITIS
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03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

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2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS, SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

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5841 ARTILAN
DETROIT, MI 48228

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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

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CARRIER:

CITY OF DETROIT - DOT/LAW
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STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1.: 784.0 HEADACHE
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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987

NAIC/SELF INS: 999000482

BILL NUMBER.: P857236

INSURED..... WILLIAMS

CLAIM.REP..... LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 378467P4210

DIAGNOSIS CODE 1.: 784.0 HEADACHE

DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC

DIAGNOSIS CODE 3.:

DIAGNOSIS CODE 4.:

DATE OF INJURY..... 05/10/2012

DATE POSTED..... 09/29/2014

DATE BILLED..... 03/27/2014

DATE RECEIVED..... 09/16/2014

SERVICE FROM DATE.: 03/19/2014

SERVICE TO DATE.... 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1320.00	524.08	0.00	0.00	795.92

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DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
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INSURED.....: WILLIAMS , SHIELA
CLAIM REP....: LENTON, KELVIN

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DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

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5841 ARTILAN
DETROIT, MI 48228

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SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION.	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION.	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1320.00	524.08	0.00	0.00	795.92

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195 Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

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CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857236
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

. SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378467P4210
DIAGNOSIS CODE 1.: 784.0 HEADACHE
DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3.:
DIAGNOSIS CODE 4.:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 03/27/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE....: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

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1320.00	524.08	0.00	0.00	795.92

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P857236
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/B560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378467P4210
DIAGNOSIS CODE 1...: 784.0 HEADACHE
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 03/27/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE....: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

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1320.00	524.08	0.00	0.00	795.92

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CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856897
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

. SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711271P4210
DIAGNOSIS CODE 1.: 724.2 LUMBAGO
DIAGNOSIS CODE 2.: 723.1 CERVICALGIA
DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING
DIAGNOSIS CODE 4.: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 06/12/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 05/19/2014
SERVICE TO DATE...: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR O	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
250.00	140.57	0.00	0.00	109.43

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987

NAIC/SELF INS: 999000482

BILL NUMBER.: P856897

INSURED.....: WILLIAMS

CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 3711271P4210

DIAGNOSIS CODE 1.: 724.2 LUMBAGO

DIAGNOSIS CODE 2.: 723.1 CERVICALGIA

DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING

DIAGNOSIS CODE 4.: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY.....: 05/10/2012

DATE POSTED.....: 09/24/2014

DATE BILLED.....: 06/12/2014

DATE RECEIVED.....: 09/16/2014

SERVICE FROM DATE.: 05/19/2014

SERVICE TO DATE....: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43

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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987

NAIC/SELF INS: 999000482

BILL NUMBER.: P856897

INSURED..... WILLIAMS

CLAIM REP....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 3711271P4210

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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
250.00	140.57	0.00	0.00	109.43

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P856897
INSURED.....: WILLIAMS , SHIELA
CLAIM REP....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711271P4210
DIAGNOSIS CODE 1...: 724.2 LUMBAGO
DIAGNOSIS CODE 2...: 723.1 CERVICALGIA
DIAGNOSIS CODE 3...: 723.8 OTH SYNDROMES AFFECTING
DIAGNOSIS CODE 4...: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY.....: 05/10/2012
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DATE BILLED.....: 06/12/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 05/19/2014
SERVICE TO DATE....: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43

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CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF. INS: 999000482
BILL NUMBER.: P856894
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN

. SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378242P4210
DIAGNOSIS CODE 1...: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 01/14/2014
SERVICE TO DATE...: 01/14/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
01/14/2014	11	20553	20553	INJECTION(S	1	001	245.00	97.31	02	0.00		0.00		147.69
01/14/2014	11	J1040	J1040	Injection,	1	001	40.00	0.00		30.88	NS	0.00		9.12
				00703005101										
01/14/2014	11	J2001	J2001	INJ. LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										

NS Please see note below.

02 The charge exceeds the usual and customary charge.

DENIED CODE J2001 AS INCLUDED WITH CODE 20553
REVIEWED PER RED BOOK AWP

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
320.00	97.31	65.88	0.00	156.81

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856894
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378242P4210
DIAGNOSIS CODE 1...: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

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SERVICE FROM DATE.: 01/14/2014
SERVICE TO DATE....: 01/14/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
01/14/2014	11	20553	20553	INJECTION(S	1	001	245.00	97.31	02	0.00				
01/14/2014	11	J1040	J1040	Injection,	1	001	40.00	0.00		30.88	NS	0.00		147.69
				00703005101										9.12
01/14/2014	11	J2001	J2001	INJ, LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										0.00

NS Please see note below.

02 The charge exceeds the usual and customary charge.

DENIED CODE J2001 AS INCLUDED WITH CODE 20553
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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P856894
INSURED.....: WILLIAMS, SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378242P4210
DIAGNOSIS CODE 1...: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
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DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/24/2014
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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
01/14/2014	11	20553	20553	INJECTION(S	1	001	245.00	97.31	02	0.00		0.00		147.69
01/14/2014	11	J1040	J1040	Injection,	1	001	40.00	0.00		30.88	NS	0.00		9.12
				00703005101										
01/14/2014	11	J2001	J2001	INJ, LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										

NS Please see note below.

02 The charge exceeds the usual and customary charge.

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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856894
INSURED.....: WILLIAMS, SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378242P4210
DIAGNOSIS CODE 1...: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 01/14/2014
SERVICE TO DATE....: 01/14/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
01/14/2014	11	20553	20553	INJECTION(S	1	001	245.00	97.31	02	0.00		0.00		147.69
01/14/2014	11	J1040	J1040	Injection,	1	001	40.00	0.00		30.88	NS	0.00		9.12
				00703005101										
01/14/2014	11	J2001	J2001	INJ, LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										

NS Please see note below.

02 The charge exceeds the usual and customary charge.

DENIED CODE J2001 AS INCLUDED WITH CODE 20553
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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
320.00	97.31	65.88	0.00	156.81

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: S1ETUQ5DFF
DIAGNOSIS CODE 1...:
DIAGNOSIS CODE 2...:
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/25/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE....: 03/19/2014

Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed 871.60 Tech Adj 20.01 Prof Adj 0.00 PPO Adj 0.00 Paid 851.59

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RECEIVED
OCT 06 2014
CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS, SHIELA
CLAIM REP....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: SIETUQ5DFF
DIAGNOSIS CODE 1...:
DIAGNOSIS CODE 2...:
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/25/2014
DATE BILLED.....: 03/19/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed 871.60 Tech Adj 20.01 Prof Adj 0.00 PPO Adj 0.00 Paid 851.59

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: R028174
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N
DEPT 771475 PO BOX 77000
DETROIT, MI 482771475

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 80-0585968 1699088468 *
PATIENT ACCOUNT NO: S1ETUQ5DFF
DIAGNOSIS CODE 1...:
DIAGNOSIS CODE 2...:
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
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SERVICE FROM DATE.: 03/19/2014
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Service Date	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	33261-0105-60	TRAMADOL	060	101.20	4.00	01	0.00		0.00		97.20
03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

01 The charge exceeds the maximum fee for a complete service, or the professional or technical component.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
871.60	20.01	0.00	0.00	851.59

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(313) 237-3017

CLAIM NUMBER.: 999003987

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BILL NUMBER.: R028174

INSURED..... WILLIAMS

CLAIM REP..... LENTON, KELVIN

, SHIELA

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PATIENT ACCOUNT NO: S1ETUQ5DFF

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03/19/2014	33261-0500-60	ALPRAZOLAM	060	256.20	4.01	01	0.00		0.00		252.19
03/19/2014	33261-0218-60	HYDROCODONE	120	173.20	4.00	01	0.00		0.00		169.20
03/19/2014	33261-0081-90	NAPROXEN	090	166.00	4.00	01	0.00		0.00		162.00
03/19/2014	33261-0049-90	GABAPENTIN	090	175.00	4.00	01	0.00		0.00		171.00

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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857234
INSURED..... WILLIAMS, SHIELA
CLAIM REP..... LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1.: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3.:
DIAGNOSIS CODE 4.:

DATE OF INJURY..... 05/10/2012
DATE POSTED..... 09/29/2014
DATE BILLED..... 04/07/2014
DATE RECEIVED..... 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE.... 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmo1a	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857234
INSURED..... WILLIAMS
CLAIM REP....: LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1...: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
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SERVICE TO DATE....: 03/19/2014

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03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmo1a	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P857234
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1...: 722.0 DISPLACED CERVICAL INTER
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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmoia	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CARRIER:
CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P857234
INSURED.....: WILLIAMS , SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378858P4210
DIAGNOSIS CODE 1...: 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
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03/19/2014	11	72126	72126	COMPUTED TO	1	001	1195.00	0.00		0.00		0.00		1195.00
03/19/2014	11	Q9967	Q9967	Low osmoia	1	001	10.00	0.00		0.00		0.00		10.00

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1205.00	0.00	0.00	0.00	1205.00

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3710270P4210
DIAGNOSIS CODE 1...: 722.83 POSTLAMINECTOMY SYND LUM
DIAGNOSIS CODE 2...: 722.81 POSTLAMINECTOMY SYND CER
DIAGNOSIS CODE 3...: 720.2 SACROILIITIS OTHER
DIAGNOSIS CODE 4...: V58.83 ENCTR THERAP DRUG MONITO

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 05/19/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 04/17/2014
SERVICE TO DATE....: 04/17/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
04/17/2014	11	99213 25	99213 25	OFFICE OR O	1	001	250.00	140.57	02	0.00		0.00		109.43
04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
490.00	140.57	0.00	0.00	349.43

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2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER...: P856896
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3710270P4210
DIAGNOSIS CODE 1.: 722.83 POSTLAMINECTOMY SYND LUM
DIAGNOSIS CODE 2.: 722.81 POSTLAMINECTOMY SYND CER
DIAGNOSIS CODE 3.: 720.2 SACROILIITIS OTHER
DIAGNOSIS CODE 4.: V58.83 ENCTR THERAP DRUG MONITO

DATE OF INJURY.....: 05/10/2012
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04/17/2014	11	99213 25	99213 25	OFFICE OR O	1	001	250.00	140.57	02	0.00		0.00		109.43
04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

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490.00	140.57	0.00	0.00	349.43

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STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987

NAIC/SELF INS: 999000482

BILL NUMBER.: P856896

INSURED..... WILLIAMS

CLAIM REP..... LENTON, KELVIN

. SHIELA

PROVIDER NAME/ADDRESS:

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DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 3710270P4210

DIAGNOSIS CODE 1...: 722.83 POSTLAMINECTOMY SYND LUM

DIAGNOSIS CODE 2...: 722.81 POSTLAMINECTOMY SYND CER

DIAGNOSIS CODE 3...: 720.2 SACROILIITIS OTHER

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04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

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CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856896
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
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CLAIMANT NAME/ADDRESS:

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DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3710270P4210
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04/17/2014	11	80101 QW	80101	DRUG SCREEN	4	001	240.00	0.00		0.00		0.00		240.00

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1...: 784.0 HEADACHE
DIAGNOSIS CODE 2...: 724.5 BACKACHE UNSPECIFIED
DIAGNOSIS CODE 3...: 729.1 UNS MYALGIA/MYOSITIS
DIAGNOSIS CODE 4...: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/29/2014
DATE BILLED.....: 04/02/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

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OCT 03 2014
CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1...: 784.0 HEADACHE
DIAGNOSIS CODE 2...: 724.5 BACKACHE UNSPECIFIED
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DIAGNOSIS CODE 4...: E92.90 LATE EFFECTS MOTOR VEHIC

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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CITY OF DETROIT
CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1.: 784.0 HEADACHE
DIAGNOSIS CODE 2.: 724.5 BACKACHE UNSPECIFIED
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DATE OF INJURY....: 05/10/2012
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SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

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03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

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Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857235
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN

. SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378712P4210
DIAGNOSIS CODE 1...: 784.0 HEADACHE
DIAGNOSIS CODE 2...: 724.5 BACKACHE UNSPECIFIED
DIAGNOSIS CODE 3...: 729.1 UNS MYALGIA/MYOSITIS
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DATE RECEIVED.....: 09/16/2014
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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	99214 25	99214 25	OFFICE OR 0	1	001	385.00	226.40	02	0.00		0.00		158.60

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
385.00	226.40	0.00	0.00	158.60

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CITY OF DETROIT
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857236
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 378467P4210

DIAGNOSIS CODE 1...: 784.0 HEADACHE

DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC

DIAGNOSIS CODE 3...:

DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012

DATE POSTED.....: 09/29/2014

DATE BILLED.....: 03/27/2014

DATE RECEIVED.....: 09/16/2014

SERVICE FROM DATE.: 03/19/2014

SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1320.00	524.08	0.00	0.00	795.92

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CITY OF DETROIT
CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857236
INSURED..... WILLIAMS
CLAIM REP..... LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378467P4210
DIAGNOSIS CODE 1...: 784.0 HEADACHE
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

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03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1320.00	524.08	0.00	0.00	795.92

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CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P857236
INSURED.....: WILLIAMS
CLAIM REP....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT. 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 378467P4210
DIAGNOSIS CODE 1.: 784.0 HEADACHE
DIAGNOSIS CODE 2.: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3.:
DIAGNOSIS CODE 4.:

DATE OF INJURY....: 05/10/2012
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DATE BILLED.....: 03/27/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 03/19/2014
SERVICE TO DATE...: 03/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
03/19/2014	11	64505 RT	64505 RT	INJECTION,	1	001	660.00	129.39	02	0.00		0.00		530.61
03/19/2014	11	64505 LT	64505 LT	INJECTION,	1	001	660.00	394.69	02	0.00		0.00		265.31

02 The charge exceeds the usual and customary charge.

Billed 1320.00 Tech Adj 524.08 Prof Adj 0.00 PPO Adj 0.00 Paid 795.92

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CITY OF DETROIT
CLAIMS SECTION

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856897
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711271P4210
DIAGNOSIS CODE 1.: 724.2 LUMBAGO
DIAGNOSIS CODE 2.: 723.1 CERVICALGIA
DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING
DIAGNOSIS CODE 4.: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 06/12/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 05/19/2014
SERVICE TO DATE...: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
250.00	140.57	0.00	0.00	109.43

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RECEIVED
OCT 06 2014

CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856897
INSURED.....: WILLIAMS, SHIELA
CLAIM REP.....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711271P4210
DIAGNOSIS CODE 1.: 724.2 LUMBAGO
DIAGNOSIS CODE 2.: 723.1 CERVICALGIA
DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING
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DATE BILLED.....: 06/12/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 05/19/2014
SERVICE TO DATE...: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR O	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987

NAIC/SELF INS: 999000482

BILL NUMBER.: P856897

INSURED.....: WILLIAMS

CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *

PATIENT ACCOUNT NO: 3711271P4210

DIAGNOSIS CODE 1.: 724.2 LUMBAGO

DIAGNOSIS CODE 2.: 723.1 CERVICALGIA

DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING

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SERVICE TO DATE...: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR O	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
250.00	140.57	0.00	0.00	109.43

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856897
INSURED..... WILLIAMS, SHIELA
CLAIM REP....: LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711271P4210
DIAGNOSIS CODE 1.: 724.2 LUMBAGO
DIAGNOSIS CODE 2.: 723.1 CERVICALGIA
DIAGNOSIS CODE 3.: 723.8 OTH SYNDROMES AFFECTING
DIAGNOSIS CODE 4.: E92.90 LATE EFFECTS MOTOR VEHIC

DATE OF INJURY....: 05/10/2012
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DATE BILLED.....: 06/12/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 05/19/2014
SERVICE TO DATE...: 05/19/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/19/2014	11	99213	99213	OFFICE OR 0	1	001	250.00	140.57	02	0.00		0.00		109.43

02 The charge exceeds the usual and customary charge.

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
250.00	140.57	0.00	0.00	109.43

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CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856895
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711128P4210
DIAGNOSIS CODE 1...: 723.1 CERVICALGIA
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 06/09/2014
DATE RECEIVED....: 09/16/2014
SERVICE FROM DATE.: 05/15/2014
SERVICE TO DATE...: 05/15/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/15/2014	11	64450 RT	64450 RT	INJECTION,	1	001	600.00	296.79	02	0.00		0.00		303.21
05/15/2014	11	77002	77002	FLUOROSCOPI	1	001	400.00	0.00		0.00		0.00		400.00
05/15/2014	11	J0702	J0702	Injection,	1	001	35.00	0.00		26.53	NS	0.00		8.47
				00085056605										
05/15/2014	11	J2001	J2001	INJ, LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										

NS Please see note below.

02 The charge exceeds the usual and customary charge.

REVIEWED PER RED BOOK AWP

DENIED CODE J2001 AS INCLUDED WITH CODE 64450

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1070.00	296.79	61.53	0.00	711.68

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STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856895
INSURED.....: WILLIAMS
CLAIM REP.....: LENTON, KELVIN

, SHIELA

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

FEIN / NPI NUMBER.: 45-4013724 1275805491 *
PATIENT ACCOUNT NO: 3711128P4210
DIAGNOSIS CODE 1...: 723.1 CERVICALGIA
DIAGNOSIS CODE 2...: E92.90 LATE EFFECTS MOTOR VEHIC
DIAGNOSIS CODE 3...:
DIAGNOSIS CODE 4...:

DATE OF INJURY.....: 05/10/2012
DATE POSTED.....: 09/24/2014
DATE BILLED.....: 06/09/2014
DATE RECEIVED.....: 09/16/2014
SERVICE FROM DATE.: 05/15/2014
SERVICE TO DATE....: 05/15/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgm	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj	EP	Paid
05/15/2014	11	64450 RT	64450 RT	INJECTION,	1	001	600.00	296.79	02	0.00		0.00		303.21
05/15/2014	11	77002	77002	FLUOROSCOPI	1	001	400.00	0.00		0.00		0.00		400.00
05/15/2014	11	J0702	J0702	Injection,	1	001	35.00	0.00		26.53	NS	0.00		8.47
				00085056605										
05/15/2014	11	J2001	J2001	INJ, LIDOCA	1	001	35.00	0.00		35.00	NS	0.00		0.00
				00338040902										

NS Please see note below.

02 The charge exceeds the usual and customary charge.

REVIEWED PER RED BOOK AWP

DENIED CODE J2001 AS INCLUDED WITH CODE 64450

Billed	Tech Adj	Prof Adj	PPO Adj	Paid
1070.00	296.79	61.53	0.00	711.68

If you have any questions regarding this analysis, please contact Brown Review Management at 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your bill and this analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield MI 48034

RECEIVED
OCT 06 2014
CITY OF DETROIT
CLAIMS SECTION

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:

CITY OF DETROIT - DOT/LAW
2 WOODWARD AVENUE
STE 500
DETROIT, MI 48226
(313) 237-3017

CLAIM NUMBER.: 999003987
NAIC/SELF INS: 999000482
BILL NUMBER.: P856895
INSURED..... WILLIAMS , SHIELA
CLAIM REP..... LENTON, KELVIN

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560
DEPT 771721 PO BOX 77000
DETROIT, MI 48277

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA
5841 ARTILAN
DETROIT, MI 48228

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OCT 06 2014
CITY OF DETROIT
CLAIMS SECTION

EXHIBIT H

Diana Basel

From: Justin Haas
Sent: Tuesday, December 30, 2014 7:54 AM
To: campc@detroitmi.gov
Cc: Justin Haas
Subject: FW: WILLIAMS, SHEILA (SPG)
Attachments: 20141229161151.pdf; SMG Bill Updtd 12.24.14.pdf; SPG Bill Updtd 12.24.14.pdf

Celesta,

I am attaching payments that are being sent directly to my client's lock box. As you are aware this case is in litigation. Accordingly, as I do claim a lien on all amounts recovered in his case, please make certain all payments are sent through my office. If the City does not have any basis not to have paid the outstanding bills, please contact me to discuss potential resolution. I am attaching updated ledgers. Please call me to discuss these issues further at your earliest opportunity. Thank you.

Justin Haas, Esq.
Haas & Goldstein, P.C.
31275 Northwestern Hwy., Ste. 225
Farmington Hills, MI 48334
Phone: (248) 702-6550
Fax: (248) 538-9044
Email: JHaas@haasgoldstein.com

EXHIBIT 3

STATE OF MICHIGAN
WAYNE COUNTY CIRCUIT COURT

SUMMIT MEDICAL GROUP, PLLC
and SUMMIT PHYSICIANS GROUP, PLLC,
(Shelia Williams)

Plaintiff,

Hon. Patricia Fresard
Case No. 14-010025 NF

14-010025-NF

v.

FILED IN MY OFFICE
WAYNE COUNTY CLERK
6/8/2015 2:10:00 PM
CATHY M. GARRETT

CITY OF DETROIT, a Municipal
Corporation,

Defendant.

Justin Haas (P53153)
Haas & Goldstein, P.C.
Attorney for Plaintiff
31275 Northwestern Hwy., Ste. 225
Farmington Hills, Michigan 48334
(248) 702-6550; Fax (248) 538-9044
jhaas@haasgoldstein.com

Cheryl L. Smith-Williams (P75084)
Assistant Corporation Counsel
Attorney for Defendant
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
(313) 224-4550
smite@detroitmi.gov

**DEFENDANT CITY OF DETROIT'S RESPONSE TO PLAINTIFFS'
MOTION FOR PARTIAL SUMMARY DISPOSITION,
TO COMPEL PAYMENT OF INTEREST AND ATTORNEY FEES**

Date of Hearing: July 3, 2015 at 9:00 a.m.

NOW COMES DEFENDANT, CITY OF DETROIT, by and through its undersigned attorney, and in response to Plaintiffs' Motion for Partial Summary Disposition, to Compel Payment of Interest and Attorney Fees responds as follows:

1. Admit
2. Neither admit nor deny.
3. Neither admit nor deny.

4. Admit.
5. Neither admit nor deny.
6. Neither admit nor deny.
7. Neither admit nor deny.
8. In response to Plaintiffs' paragraph 4 on page 3, Denied.
9. In response to Plaintiffs' paragraph 5 on page 3, Defendant admits that checks were issued.
10. In response to Plaintiffs' paragraph 6 on page 3, Admit.
11. In response to Plaintiffs' paragraph 7 on page 3, Defendant neither admit nor deny.
12. In response to Plaintiffs' paragraph 8 on page 4, Denied.
13. In response to Plaintiffs' paragraph 9 on page 4, Defendant neither admit nor deny.
14. In response to Plaintiffs' paragraph 10 on page 4, Defendant neither admit nor deny.
15. In response to Plaintiffs' paragraph 11 on page 4, Defendant neither admit nor deny.
16. In response to Plaintiffs' paragraph 12 on page 5, Admit.
17. In response to Plaintiffs' paragraph 13 on page 5, Defendant neither admit nor deny.
18. In response to Plaintiffs' paragraph 14 on page 5, Denied.
19. In response to Plaintiffs' paragraph 15 on page 5, Defendant neither admit nor deny.
20. In response to Plaintiffs' paragraph 16 on page 6, Defendant neither admit nor deny.
21. In response to Plaintiffs' paragraph 17 on page 6, Defendant neither admit nor deny.
22. That this case was settled under the Eight Amended Plan for the Adjustments of Debts ("the Plan") of the City of Detroit.
23. That this court does not have jurisdiction regarding disputes over the agreements entered into in connection with the Plan. MCR 2.116(c)(4).
24. That under the Plan, Plaintiff is not entitled to interest, costs, or attorney fees, (See

Article IV, Section S, 8th Amended Plan, pg. 69).

25. That under paragraph 6, of the Plan, Plaintiff agrees that any Settled MVA claim shall be paid in accordance with, and subject to the treatment provided for claims of that type under, any Chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court.
26. That under paragraph 10, of the Agreement Resolving Claim, Plaintiff stipulates to the entry of an order dismissing with prejudice, and without costs or fees, any civil action related to the file Claim or settled Claims.
27. That Defendant City of Detroit has file a Motion with the United States Bankruptcy Court Eastern District of Michigan to address Plaintiff blatant violation of the court's order barring attorney fees and interest. (*See attached Motion for Determination that Goodman & Acker and Hass & Goldstein Law Firms Have Violated The Plan of Adjustment, Dated, May 28, 2015*)

WHEREFORE IT IS RESPECTFULLY requested that this Honorable court deny Plaintiffs' Plaintiffs' Motion for Partial Summary Disposition, to Compel Payment of Interest and Attorney Fees.

Respectfully submitted,

/s/ Cheryl L. Smith-Williams
Cheryl L. Smith-Williams (P75084)
Attorney for Defendant City of Detroit
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-0455
smite@detroitmi.gov

Dated: June 8, 2015

STATE OF MICHIGAN

WAYNE COUNTY CIRCUIT COURT

SUMMIT MEDICAL GROUP, PLLC
and SUMMIT PHYSICIANS GROUP, PLLC,
(Shelia Williams)

Plaintiff,

Hon. Patricia Fresard
Case No. 14-010025 NF

v.

CITY OF DETROIT, a Municipal
Corporation,

Defendant.

Justin Haas (P53153) Haas & Goldstein, P.C. Attorney for Plaintiff 31275 Northwestern Hwy., Ste. 225 Farmington Hills, Michigan 48334 (248) 702-6550; Fax (248) 538-9044 jhaas@haasgoldstein.com	Cheryl L. Smith-Williams (P75084) Assistant Corporation Counsel Attorney for Defendant City of Detroit Law Department 2 Woodward Avenue, Suite 500 Detroit, Michigan 48226 (313) 224-4550 smitc@detroitmi.gov
---	---

MEMORANDUM OF AUTHORITIES

NOW COMES Defendant City of Detroit by and through its undersigned attorney and in support of its response to Plaintiffs' Motion for Partial Summary Disposition, to Compel Payment of Interest and Attorney Fees relies MCR 2.116(c)(4) and MCR 2.116(C)(7).

Respectfully submitted,

/s/ Cheryl Smith- Williams
Cheryl L. Smith-Williams (P75084)
Attorney for Defendant City of Detroit
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-0455

Dated: June 8, 2015

14-010025-NF
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WAYNE COUNTY CLERK
6/8/2015 2:10:00 PM
CATHY M. GARRETT

Attachment 1

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

----- X	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Steven W. Rhodes
	:	
----- X	:	

EIGHTH AMENDED PLAN FOR THE ADJUSTMENT OF DEBTS OF THE CITY OF DETROIT
(October 22, 2014)

DAVID G. HEIMAN
HEATHER LENNOX
THOMAS A. WILSON
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
dgheiman@jonesday.com
hlennox@jonesday.com
tawilson@jonesday.com

BRUCE BENNETT
JONES DAY
555 South Flower Street
Fiftieth Floor
Los Angeles, California 90071
Telephone: (213) 489-3939
Facsimile: (213) 243-2539
bbennett@jonesday.com

JONATHAN S. GREEN
STEPHEN S. LAPLANTE
MILLER, CANFIELD,
PADDOCK AND STONE, P.L.C.
150 West Jefferson
Suite 2500
Detroit, Michigan 48226
Telephone: (313) 963-6420
Facsimile: (313) 496-7500
green@millercanfield.com
laplante@millercanfield.com

ATTORNEYS FOR THE DEBTOR



13-53846-swr Doc 8045 Filed 10/22/14 Entered 10/22/14 13538461410220000000000007

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compromises and settlements embodied in the Plan; along with the treatment of any associated Allowed Claims, shall not be subject to any collateral attack or other challenge by any Entity in any court or other forum. As such, any Entity that opposes the terms of any compromise and settlement set forth in the Plan must (1) challenge such compromise and settlement prior to Confirmation of the Plan and (2) demonstrate appropriate standing to object and that the subject compromise and settlement does not meet the standards governing bankruptcy settlements under Bankruptcy Rule 9019 and other applicable law.

ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN

A. DWSD.

1. Rates and Revenues.

DWSD will maintain Fiscal Year 2015 rate setting protocols for a minimum of five years, subject to certain changes necessary to stabilize water and sewer revenues. Rates will be determined by the Board of Water Commissioners or, if a DWSD Authority is formed and approved by the incorporating units' governing bodies, by the board of any such DWSD Authority. The City may seek to implement a rate stability program for City residents, which program may, among other things, (a) provide a source of funds to mitigate against rate increases, (b) enhance affordability and (c) provide a buffer against delinquent payments.

2. DWSD CBAs.

Collective bargaining agreements with respect to current DWSD employees that are in effect and not expired as of the Effective Date will be assumed by the City.

3. Potential DWSD Authority Transaction.

As a result of mediation or otherwise, it is possible that the City may enter into a DWSD Authority Transaction that includes the formation of the DWSD Authority to conduct many or all of the operations currently conducted by DWSD. Any such transaction would be subject to the approval of incorporating units and numerous other conditions. The timing of any such transaction, if it occurs at all, is not known. If any such transaction could occur, unless waived by the City in its sole discretion, the City will enter into such transaction only if Macomb County, Oakland County and Wayne County, and each of their municipal affiliates or related public corporations, withdraw with prejudice or shall have withdrawn with prejudice their objections to the Confirmation of the Plan. Any DWSD Authority Transaction shall be on terms that are consistent with all other provisions of the Plan, applicable law and orders of the Bankruptcy Court. The City shall not enter into any binding agreement with respect to or consummate any DWSD Authority Transaction prior to the Effective Date without first obtaining an order of the Bankruptcy Court approving and authorizing such DWSD Authority Transaction.

All terms and conditions in respect of any DWSD Authority Transaction set forth in (a) any DWSD Bond Document or (b) any transaction document in respect of such a DWSD Authority Transaction shall in any case include: (i) no material modifications to the source of payment and security for any DWSD Bonds or 2014 Revenue and Revenue Refinancing Bonds; (ii) an opinion of tax counsel that such transfer shall have no material adverse effect on the tax exempt status of the interest on the DWSD Bonds or 2014 Revenue and Revenue Refinancing Bonds; (iii) that the City could issue at least \$1 of additional new money DWSD Bonds in compliance with the additional bonds test set forth in the applicable DWSD Bond Documents; and (iv) ratings confirmation of any rating agency then rating the DWSD Bonds and 2014 Revenue and Revenue Refinancing Bonds. A DWSD Authority Transaction shall not affect, impair, modify or otherwise alter the rights of any party under the DWSD Tender Order, the DWSD Bond Documents, the DWSD Revolving Bond Documents, the 2014 DWSD Refinancing Obligations, the 2014 Revenue and Revenue Refinancing Bonds or the 2014 Revenue Refinancing Bonds or any Bond Insurance Policy related to or issued in connection with any of the foregoing.

5. Court-Appointed Expert

The Court-appointed expert, Martha E. M. Kopacz of Phoenix Management Services, and her counsel shall be compensated for any reasonable fees and expenses incurred through the Confirmation Date in accordance with the terms of the Court's Order Appointing Expert Witness (Docket No. 4215), entered on April 22, 2014, as amended.

O. Assumption of Indemnification Obligations.

Notwithstanding anything otherwise to the contrary in the Plan, nothing in the Plan shall discharge or impair the obligations of the City as provided in the City Charter of the City or other organizational documents, resolutions, employment contracts, applicable law or other applicable agreements as of the Petition Date to indemnify, defend, reimburse, exculpate, advance fees and expenses to, or limit the liability of officers and employees of the City (consistent with the injunction provisions of Section III.D.5 and including the members of the City Council, the Mayor and the Emergency Manager) and their Related Entities, in each case to the extent such Entities were acting in such capacity, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, foreseen or unforeseen, asserted or unasserted; provided that this Section IV.O shall be read in conjunction with the provisions for Indirect Employee Indemnity Claims set forth in Section III.D.5. Notwithstanding the foregoing, Retirement System Indemnity Obligations shall not be assumed under the Plan and shall be discharged. For the avoidance of doubt, no indemnification provision in any loan document, bond document, Bond Insurance Policy or other agreement with a Bond Insurer is exempted from discharge by reason of this Section IV.O.

P. Incorporation of Retiree Health Care Settlement Agreement.

The terms of the Retiree Health Care Settlement Agreement resolving the Retiree Health Care Litigation, which agreement is attached hereto as Exhibit I.A.298, are incorporated herein by reference and shall be binding upon the parties thereto.

Q. Payment of Workers' Compensation Claims.

From and after the Effective Date, (a) the City will continue to administer (either directly or through a third party administrator) and pay all valid claims for benefits and liabilities for which the City is responsible under applicable State workers' compensation law, regardless of when the applicable injuries were incurred, in accordance with the City's prepetition practices and procedures and governing State workers' compensation law, and (b) nothing in the Plan shall discharge, release or relieve the City from any current or future liability under applicable State workers' compensation law. The City expressly reserves the right to challenge the validity of any claim for benefits or liabilities arising under applicable State workers' compensation law.

R. 36th District Court Settlement.

The City and the Settling 36th District Court Claimants have reached a settlement related to (1) the allowance of certain of the Settling 36th District Court Claimants' Claims and (2) the treatment of Allowed Indirect 36th District Court Claims under the Plan substantially on the terms attached hereto as Exhibit I.A.9. The 36th District Court Settlement is incorporated into the Plan, which shall be construed as a motion for approval of, and the Confirmation Order shall constitute an order approving, such settlement pursuant to Bankruptcy Rule 9019.

S. Payment of Certain Claims Relating to the Operation of City Motor Vehicles.

From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: (1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL § 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142.

or MCL § 500.3148 on prepetition Claims for personal protection benefits; (2) tort claims permitted by MCL § 500.3135, for which residual liability insurance coverage is required by MCL § 500.3101(1) and MCL § 500.3131, shall be paid, to the extent valid, only up to the minimum coverages specified by MCL § 500.3009(1), i.e., up to a maximum of (a) \$20,000 because of bodily injury to or death of one person in any one accident, and subject to that limit for one person, (b) \$40,000 because of bodily injury to or death of two or more persons in any one accident and (c) \$10,000 because of injury to or destruction of property of others in any accident; and (3) Claims for property protection benefits under MCL § 500.3121 and MCL § 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 500.3121; provided, however, for the avoidance of doubt, to the extent any valid Claim subject to subsections 2 and 3 above exceeds the applicable payment limits, the excess claim amount shall be treated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 or Claims within the minimum coverage limits in MCL § 500.3009(1). The City expressly reserves the right to challenge the validity of any Claim subject to this Section IV.S, and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law.

T. Payment of Tax Refund Claims.

From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay all valid claims for income tax refunds and property tax refunds for which the City is responsible under applicable law, regardless of when the applicable right to a refund arose, in accordance with the City's prepetition practices and procedures. The City expressly reserves the right to challenge the validity of any claim for an income tax refund or property tax refund.

U. Utility Deposits.

From and after the Effective Date, the City will continue to administer utility deposits in accordance with the City's prepetition practices and procedures, including the payment of any undisputed, non-contingent, liquidated claims against the City for the refund of a utility deposit.

V. Pass-Through Obligations.

The City shall continue to honor its Pass-Through Obligations to the Pass-Through Recipients.

W. Exit Facility.

On the Effective Date, the City shall enter into the Exit Facility, as well as any ancillary notes, documents or agreements in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of the liens securing the Exit Facility.

X. Post-Effective Date Governance.

Prior to or on the Effective Date, the Financial Review Commission shall be established pursuant to and in accordance with the Financial Review Commission Act. The Financial Review Commission shall provide oversight as set forth in the Financial Review Commission Act, including to ensure that, post-Effective Date, the City adheres to the Plan and continues to implement financial and operational reforms that promote more efficient and effective delivery of services to City residents. The City shall promptly provide to the Bankruptcy Court copies of any reports given to, or received from, the Financial Review Commission. Nothing herein shall expand, limit or otherwise modify the role or powers of the Financial Review Commission.

Attachment 2

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**CITY OF DETROIT'S MOTION FOR (I) DETERMINATION THAT THE GOODMAN
ACKER AND HAAS & GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF
ADJUSTMENT BY (A) REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B)
SEEKING RELIEF ON A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY
THE PLAN OF ADJUSTMENT AND (II) ORDER ENJOINING FURTHER
VIOLATIONS**

The City of Detroit ("City") brings this motion because certain law firms, in pursuing pre-petition motor vehicle accident claims against the City, seek to disregard key provisions in the confirmed Eighth Amended Plan for the Adjustment of Debts of the City of Detroit ("Plan of Adjustment"), the Court's Order Confirming Eighth Amended Plan for the Adjustment of the City of Detroit, and orders entered in this bankruptcy case. The City seeks this Court's assistance in directing these firms to abide by orders entered in this case.

RELEVANT BANKRUPTCY PROCEEDINGS

A. The ADR Order.

1. As the Court knows, this case represents the largest municipal bankruptcy case in history. Recognizing that the City would be facing an enormous number of pre-petition litigation claims, the Court, in December 2013, entered a detailed ADR Order providing procedures to liquidate those claims. D.E. 2302. The purpose of the ADR Order was to promote the prompt and efficient liquidation of pre-petition litigation claims.

2. More than 1400 pre-petition litigation claims were ultimately filed against the City. Since the expiration of the February 2014 bar date for submission of claims, the City law

department has been diligently attempting to liquidate those claims, i.e., agree with opposing counsel on the proper value of the claim or, if that is not possible, liquidate the claims through litigation. Once the claim is liquidated, the ADR procedures provide for the claim to be treated in the appropriate fashion as provided by the Plan of Adjustment. The Plan of Adjustment has special rules for motor vehicle accident claims as discussed below.

B. The Plan of Adjustment provisions regarding first-party no-fault claims.

3. Each year, the City of Detroit receives hundreds of first party no-fault claims. Under the no-fault act, an individual's own insurer is normally responsible for paying "first party" no-fault benefits – primarily medical bills and wage loss. Those benefits are payable without regard to who was at fault in causing the accident.

4. However, the no-fault act also provides that for many bus passengers, the owner of the bus is responsible for paying first party no-fault benefits in the event the bus is involved in an accident – again, without regard to whether the bus driver was at fault. The City also is responsible for payment of first party no-fault benefits in other circumstances, such as if a City vehicle strikes a pedestrian and the pedestrian has no insurance coverage.

5. As a result, the City was inundated with over 300 pre-petition first-party no-fault bankruptcy claims. Those include claims filed both by the injured party and by medical providers that provided treatment for the injured party. Those claims comprised a very substantial percentage of the 1400 pre-petition bankruptcy litigation claims.

6. During the bankruptcy proceedings, the City's legal counsel initially took the position that all motor vehicle accident (MVA) claims, including first party no-fault claims, should be treated as all other unsecured claims. As the Court knows, all other holders of allowed

unsecured claims are to receive a pro rata share of New B Notes, which will be paid over 30 years.

7. The state of Michigan disagreed with that position. After extensive negotiations, the City and the state agreed on a Memorandum of Understanding, which is appended as exhibit 6-A. The key provision of the MOU, section II (A) (3), was incorporated verbatim into the Plan of Adjustment (Art. IV (S)):

“From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: **(1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL § 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on prepetition Claims for personal protection benefits;** (2) tort claims permitted by MCL § 500.3135, for which residual liability insurance coverage is required by MCL § 500.3101(1) and MCL § 500.3131, shall be paid, to the extent valid, only up to the minimum coverages specified by MCL § 500.3009(1), i.e., up to a maximum of (a) \$20,000 because of bodily injury to or death of one person in any one accident, and subject to that limit for one person, (b) \$40,000 because of bodily injury to or death of two or more persons in any one accident and (c) \$10,000 because of injury to or destruction of property of others in any accident; and (3) Claims for property protection benefits under MCL § 500.3121 and MCL § 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 500.3121; provided, however, for the avoidance of doubt, to the extent any valid Claim subject to subsections 2 and 3 above exceeds the applicable payment limits, the excess claim amount shall be treated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 or Claims within the minimum coverage limits in MCL § 500.3009(1). The City expressly reserves the right to challenge the validity of any Claim subject to this Section IV.S, and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law.”

Plan of Adjustment, Art. IV(S) (Emphasis added).¹

¹ The other major category of motor vehicle claims, other than first party no-fault claims, is “third party claims.” Under the no-fault law, a person injured in a motor vehicle accident must

8. The emphasized language makes clear that claimants pursuing pre-petition first party no-fault claims are entitled to recover the entire claim, to the extent valid, but not interest or attorney fees.² This result is exponentially better for claimants than the City's initial proposal of treating first party no-fault claims like all other unsecured claims.

C. The Plan of Adjustment gives this Court jurisdiction to resolve this matter.

9. The Plan of Adjustment binds all Holders of Claims. Plan of Adjustment, Art. III (G). The Plan of Adjustment also confers expansive jurisdiction on this Court to hear and decide disputes of the sort raised here:

"Pursuant to sections 105(c), 945 and 1142(b) of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 9 Case and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

"A. Allow, disallow, estimate, determine, liquidate, reduce, classify, re-classify, estimate or establish the priority or secured or unsecured status of any Claim,

* * *

"E. Adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving the City that may be pending on the Effective Date or brought thereafter;

"F. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

ordinarily look to her or her own insurer for payment of medical bills. The injured party is precluded from suing a third party for additional damages, such as pain and suffering, unless (i) the other party's negligence caused the accident and (ii) the injured party suffered severe bodily injury as defined in the no-fault law. In the provision quoted above, third party claims are paid out as follows: the first \$20,000 in cash and the remainder (if any) as a bankruptcy claim (either a convenience claim or a general unsecured claim).

² The no-fault act generally does not allow recovery of interest or attorney fees, except in certain cases where payments are unreasonably delayed or denied.

"G. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents;

* * *

"I. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

* * *

"L. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;"

Plan of Adjustment, Art. VII.

ARGUMENT

A. The Goodman Acker and Haas & Goldstein law firms violated the Plan of Adjustment Injunction

10. Both the Goodman Acker and Haas & Goldstein law firms have violated the Plan of Adjustment injunction set forth in Article III(D)(5), which provides in pertinent part:

5. Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

a. all Entities that have been, are or may be holders of Claims against the City...shall be permanently enjoined from taking any of the following actions against or affecting the City or its property...

1. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other

proceeding of any kind against or affect the City of its property...

5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and

6. taking any actions to interfere with the implementation or consummation of the Plan.

Plan of Adjustment, Art. III(D)(5) (emphasis supplied).

B. The Goodman Acker law firm should be compelled to carry out the Rosie Jones settlement agreement.

11. The Goodman Acker law firm has violated the injunction because it refuses to abide by the terms of a settlement agreement that resolved the claim of Rosie Jones. The Goodman Acker law firm is representing the plaintiff in Rosie Jones v. City of Detroit, Wayne County Circuit Court, Case No. 12-012579. Jones is pursuing first party no-fault benefits from the City of Detroit based on a pre-petition incident.

12. In March of 2014, counsel for the City and Jones negotiated a \$40,000 settlement. The settlement was set forth in the Agreement appended as exhibit 6-B – an ADR settlement agreement which bears the caption of this bankruptcy case.

13. Jones did not sign the agreement at the City's offices. Rather, the agreement was negotiated directly between counsel for the City and counsel for Jones and, at a later date, Jones signed the agreement at the request of her counsel. Jones' counsel returned to the City the ADR settlement agreement executed by Jones.

14. As a matter of custom, not law, the City routinely obtains the signature of both the client and lawyer on ADR settlements. When the City's counsel noticed that Jones' lawyer had

not signed the agreement, the agreement was sent back for counsel's signature. Jones' lawyer assured the City the agreement would be promptly signed by counsel and returned. It was not.

15. Jones' lawyer now takes the position that the agreement is not binding because Jones' lawyer did not sign the ADR agreement. That position is frivolous – it is too obvious for words that there is no legal requirement for an attorney, in addition to the client, to execute a settlement agreement. That is particularly true here, where the settlement was negotiated between counsel and Ms. Jones signed at the request of her lawyer.

16. The Plan of Adjustment provides no specific date for distributions on account of allowed claims. The City was not able to even begin addressing first party no-fault settlements until after the Plan of Adjustment became effective on December 10, 2014 – until that date there remained the possibility that the Plan of Adjustment would not go effective. In that event, first-party no fault claims might ultimately have been treated in a very different fashion.

17. After the Plan of Adjustment went effective, the City law department spent significant time attempting to compile and organize the various settlements. It then sought approval for more than 100 pre-petition, first party no-fault settlements from City Council. Each settlement entails considerable paperwork including the settlement agreement, a Medicare affidavit, settlement check and order of dismissal of the state court proceeding. At this same time, the City and its law department have been dealing with a myriad of legal, financial and organizational issues arising from the bankruptcy – including, in addition to the 1,400 litigation claims, hundreds of trade claims, dozens of administrative claims, implementation of complex settlements, preparation of the claims reserve motion, as well as handling hundreds of new post-petition litigation claims and lawsuits.

18. The City is now in the process of issuing payment for more than 100 pre-petition first party no-fault claims which have been settled and approved by City Council. The City will issue payment on the Jones claim promptly after this Court confirms the settlement is binding. As mentioned, the City is attempting to liquidate some 1,400 litigation claims, and that task will be virtually impossible if the City must deal with frivolous attempts to renege on agreed settlements. The City asks that the Court enforce the \$40,000 settlement.

19. Finally, the Goodman Acker law firm has announced that in the Rosie Jones case and other pre-petition no-fault cases it is handling, it intends to pursue recovery of interest and attorney fees notwithstanding the Plan of Adjustment express prohibition on recovery of those amounts. The City justifiably believes that Goodman Acker is attempting to renege on the Jones settlement precisely so it can seek to collect such amounts.

C. The Goodman Acker law-firm, and the Haas & Goldstein law-firm, should be enjoined from attempting to claim interest and attorney fees on pre-petition first party no-fault claims, and from bringing a state court action to enforce an alleged Plan of Adjustment obligation.

20. As mentioned, Goodman Acker has advised the City that it intends to pursue recovery of interest and attorney fees for pre-petition, first party no-fault cases. The firm of Haas & Goldstein recently filed a state court proceeding to compel the City to pay out pre-petition first party no-fault settlements and, in its pleadings, seeks recovery of interest and attorney fees. *See* exhibit 6-C. The Court should enjoin these law-firms from pursuing claims (recovery of interest and attorney fees) directly prohibited by the Plan of Adjustment.

21. Further, there is no specified date in the Plan of Adjustment for payment of pre-petition claims. The City is moving as quickly as reasonably possible to pay out pre-petition first party no-fault settlements. However, if any claimant or their legal representative has a concern, their remedy is to bring the matter to the attention of this Court, not a state court.

CONCLUSION AND RELIEF

22. For the reasons stated, the City respectfully requests that (1) the Court compel enforcement of the \$40,000 settlement with Ms. Jones, (2) the Court enjoin the respondent law firms from claiming interest or attorney fees in connection with pre-petition first party no-fault claims, and (3) the Court enjoin the respondent law firms from pursuing state court actions to seek payment of bankruptcy claims. On May 27, 2015, the City sought, but did not obtain, concurrence in the relief requested in this motion.

Dated: May 28, 2015

By: /s/ Marc N. Swanson
Stephen S. LaPlante (P48063)
Marc N. Swanson (P71149)
MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
laplante@millercanfield.com
swansonm@millercanfield.com

Charles N. Raimi (P29746)
Deputy Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Coleman A. Young Municipal Center
Detroit, Michigan 48226
Telephone: (313) 237-5037
Facsimile: (313) 224-5505
raimic@detroitmi.gov

ATTORNEYS FOR THE CITY OF DETROIT

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

<p>In re:</p> <p>City of Detroit, Michigan,</p> <p style="text-align: center;">Debtor.</p>	<p>Bankruptcy Case No. 13-53846</p> <p>Honorable Thomas J. Tucker</p> <p>Chapter 9</p>
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EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice of Opportunity to Respond
Exhibit 3	Brief-None
Exhibit 4	Certificate of Service
Exhibit 5	Affidavits-None
Exhibit 6-A	Memorandum of Understanding
Exhibit 6-B	Settlement Agreement
Exhibit 6-C	Motion for Entry of Judgments

EXHIBIT 1 – PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re: City of Detroit, Michigan, Debtor.	Bankruptcy Case No. 13-53846 Honorable Thomas J. Tucker Chapter 9
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**ORDER GRANTING CITY OF DETROIT'S MOTION FOR (I)
DETERMINATION THAT THE GOODMAN ACKER AND HAAS & GOLDSTEIN
LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A) REFUSING
TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON A PRE-
PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF ADJUSTMENT
AND (II) ORDER ENJOINING FURTHER VIOLATIONS**

This matter, having come before the court on the City of Detroit's Motion for (I) Determination that the Goodman Acker and Haas & Goldstein Law Firms have Violated the Plan of Adjustment by (A) Refusing to Honor an ADR Settlement and/or (B) Seeking Relief on a Pre-Petition Claim Beyond That Allowed by the Plan of Adjustment and (II) Order Enjoining Further Violations ("Motion"); upon proper notice and a hearing; the Court being fully advised in the premises; and there being good cause to grant the relief requested,

THE COURT ORDERS THAT:

1. The Motion is granted.
2. The settlement agreement attached as exhibit 6-B to the Motion is binding and Rosie Jones and the Goodman Acker law firm shall abide by its terms.
3. The law firms of Goodman Acker and Haas & Goldstein are enjoined from claiming interest or attorney fees in connection with pre-petition first party no-fault claims.
4. The law firms of Goodman Acker and Haas & Goldstein are enjoined from pursuing state court actions to seek payment of bankruptcy claims.

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5. The Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

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EXHIBIT 2 – NOTICE

**UNITED STATES BANKRUPTCY COURT
- EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:
City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846
Honorable Thomas J. Tucker
Chapter 9

**NOTICE OF OPPORTUNITY TO RESPOND TO CITY OF DETROIT'S
MOTION FOR (I) DETERMINATION THAT THE GOODMAN ACKER AND HAAS &
GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A)
REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON
A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF
ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS**

The City of Detroit has filed papers with the Court requesting a determination that the law firms of Goodman Acker and Haas & Goldstein have violated the City of Detroit's confirmed plan of adjustment and the order confirming it.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney.

If you do not want the Court to enter an Order granting the *City Of Detroit's Motion For (I) Determination That the Goodman Acker and Haas & Goldstein Law Firms Have Violated the Plan Of Adjustment By (A) Refusing To Honor An ADR Settlement and/or (B) Seeking Relief On a Pre-Petition Claim Beyond That Allowed By the Plan Of Adjustment and (II) Order Enjoining Further Violations*, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:¹

United States Bankruptcy Court
211 W. Fort St., Suite 1900
Detroit, Michigan 48226

¹ Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. You must also mail a copy to:

Miller, Canfield, Paddock & Stone, PLC
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of that hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: /s/ Marc N. Swanson

Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: May 28, 2015

EXHIBIT 3 – BRIEF

NONE

EXHIBIT 4 – CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re: City of Detroit, Michigan, Debtor.	Bankruptcy Case No. 13-53846 Honorable Thomas J. Tucker Chapter 9
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 28, 2015, he served a copy of the foregoing ***CITY OF DETROIT'S MOTION FOR (I) DETERMINATION THAT THE GOODMAN ACKER AND HAAS & GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A) REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS***, upon the persons listed below, via electronic mail and first class mail.

Gerald Acker
Goodman Acker, P.C.
17000 West Ten Mile Road, 2nd Floor
Southfield, MI 48075
gacker@goodmanacker.com

Laurie Goldstein
Haas & Goldstein, PC
31275 Northwestern Hwy.
Farmington Hills, MI 48334
lauriejgoldstein@yahoo.com

Justin Haas
Haas & Goldstein, PC
31275 Northwestern Hwy.
Farmington Hills, MI 48334
jhaas@haasgoldstein.com

Dated: May 28, 2015

By: /s/ Marc N. Swanson

Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

EXHIBIT 5 – AFFIDAVITS

NONE

EXHIBIT 6-A

MEMORANDUM OF UNDERSTANDING
Between the
MICHIGAN DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES,
THE CITY OF DETROIT,
and the
MICHIGAN DEPARTMENT OF TREASURY

Regarding

RENEWAL OF THE CITY OF DETROIT'S
NO-FAULT SELF-INSURANCE CERTIFICATE

I. PURPOSE AND BACKGROUND

1. The purpose of this Memorandum of Understanding (MOU) is to describe the agreements between the Michigan Department of Insurance and Financial Services (DIFS), the City of Detroit (City), and the Michigan Department of Treasury (Treasury) concerning the conditions under which the Director of DIFS (Director) will exercise her discretion to renew the City's certificate to self-insure against motor vehicle-related claims that arise under Chapter 31 of the Michigan Insurance Code (Chapter 31) and for which Chapter 31 mandates insurance coverage. Motor vehicle-related claims that arise under Chapter 31 and for which Chapter 31 mandates insurance coverage are referred to hereafter as "No-Fault Claims," and the certificate issued by the Director to self-insure against these claims is referred to as a "No-Fault Self-Insurance Certificate."

2. On 8.7.14, the City submitted to the Director an application to renew its No-Fault Self Insurance Certificate under the authority of section 3101d of the Michigan Insurance Code, MCL 500.3101d. If approved and issued by the Director, the No-Fault Self-Insurance Certificate will enable the City to comply with state laws requiring insurance on the motor vehicles owned by, registered to, and/or operated by the City.

3. Effective January 1, 2013, the Michigan Legislature provided statutory qualifications for the issuance of a No-Fault Self-Insurance Certificate (and transferred issuance authority from the Michigan Secretary of State to the Director) by enacting 2012 PA 204, MCL 500.3101d.

4. MCL 500.3101d(1) provides that "[a] person in whose name more than 25 motor vehicles are registered may qualify as a self-insurer by obtaining a certificate of self-insurance issued by the commissioner (now Director) under subsection (2)." Under subsection (2), the Director "may, in his or her discretion... issue a certificate of self-insurance to the person if the (Director) is satisfied that the person has and will continue to have the ability to pay judgments obtained against the person."

Memorandum of Understanding
Page 2

5. Consistent with the foregoing defined terms, the Director interprets this statutory requirement to apply to the City's ability to pay No-Fault Claims only, i.e., claims that must be covered by insurance under Chapter 31 and therefore fall within the scope of a No-Fault Self-Insurance Certificate. Accordingly, the statute governing the issuance or renewal of No-Fault Self-Insurance Certificates grants the Director discretion to issue a certificate to "a person" (which includes the City, see MCL 500.114) as long as the Director is satisfied that the person has and will continue to have the ability to pay No-Fault Claims against it.

6. Additional rules applicable to No-Fault Self-Insurance Certificates are contained in R 257.531 - 257.540 of the Michigan Administrative Code, entitled "Certificates of No-Fault Self-Insurance."

7. As reported in the City's application and widely publicized, on July 16, 2013, the City filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Code. The bankruptcy case was assigned Case No. 13-53848 and remains pending before the Honorable Steven W. Rhodes in the United States Bankruptcy Court, Eastern District of Michigan.

8. The City's ongoing bankruptcy and current financial condition validate the Director's legitimate concerns as to whether the City has and will continue to have the ability to pay No-Fault Claims against it, both in full and in a timely manner. Barring the agreements and satisfaction of the conditions set forth in this MOU, the Director would be justified in exercising her discretion to deny the City's application under MCL 500.3101d(2) and R 257.538.

9. However, in reliance on the City's and Treasury's agreements contained in this MOU and satisfaction of the conditions outlined below, the Director will renew the City's No-Fault Self Insurance Certificate under the authority vested by MCL 500.3101d.

II. AGREEMENTS AND CONDITIONS

A. THE CITY

1. The previous authority granted to the City to self-administer its No-Fault Claims is terminated. The City will contract with a DIFS-approved service provider/third-party administrator to manage its No-Fault Claims both pre- and post-bankruptcy petition to ensure appropriate and timely payment of benefits.

2. During the Certificate Term (defined in paragraph II.C.1, below), the City will provide DIFS with quarterly reports of No-Fault Claim liabilities and payments.

3. All No-Fault Claims against the City, whether arising pre- or post-bankruptcy petition, must be handled and paid by the City in full (if determined valid) in the

Memorandum of Understanding
Page 3

ordinary course of business. The City will amend its Plan for the Adjustment of Debts to reflect its intention to pay 100% of the determined value of all valid No-Fault Claims, as follows:

"From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: (1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL § 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on prepetition Claims for personal protection benefits; (2) tort claims permitted by MCL § 500.3136, for which residual liability insurance coverage is required by MCL § 500.3101(1) and MCL § 500.3131, shall be paid, to the extent valid, only up to the minimum coverages specified by MCL § 500.3009(1), i.e., up to a maximum of (a) \$20,000 because of bodily injury to or death of one person in any one accident, and subject to that limit for one person, (b) \$40,000 because of bodily injury to or death of two or more persons in any one accident and (c) \$10,000 because of injury to or destruction of property of others in any accident; and (3) Claims for property protection benefits under MCL § 500.3121 and MCL § 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 500.3121; provided, however, for the avoidance of doubt, to the extent any valid Claim subject to subsections 2 and 3 above exceeds the applicable payment limits, the excess claim amount shall be treated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 or Claims within the minimum coverage limits in MCL § 500.3009(1). The City expressly reserves the right to challenge the validity of any Claim subject to this Section [IV.C], and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law."

4. The City will purchase an excess insurance policy for its No-Fault Claims with a specific retention of no greater than \$1,000,000 or an amount determined to be actuarially appropriate. The excess insurance policy must be written by a carrier authorized to transact such business in this state and comply with the requirements of R 287.637.

5. The City will accept and process any No-Fault Claims against it that have been filed against the Michigan Assigned Claims Plan, for adjudication and payment in the ordinary course subject to the provisions of paragraph II.A.3 above.

Memorandum of Understanding
Page 4

6. During the entire Certificate Term, the City will deposit in escrow with Treasury, to be held on behalf of DIFS: (a) the \$16.2 million reserved for the City's current No-Fault Self-Insurance Certificate; or (b) such other amount determined by DIFS to be actuarially appropriate (the DIFS Escrow), to ensure the City's ability to pay No-Fault Claims during the Certificate Term. The DIFS Escrow will be funded by transferring the required escrow amount from existing funds in the City's Self-Insurance Escrow Account maintained by Treasury. Funds on deposit in the DIFS Escrow may be requisitioned by the City only for the payment of valid No-Fault Claims, and any request by the City to requisition funds from the DIFS Escrow will be subject to DIFS' review and prior approval and compliance with the terms of this MOU. The City does not anticipate requisitioning any funds from the DIFS Escrow during the Certificate Term because it intends to adjudicate and pay valid No-Fault Claims in the ordinary course of business. However, if during the Certificate Term the City requests, and DIFS approves, any requisition of funds from the DIFS Escrow to pay the City's valid No-Fault Claims, the City will promptly replenish any funds disbursed in accordance with the schedule agreed to by DIFS and the City at the time the requisition request is approved.

7. The City will take all reasonable and necessary steps to investigate No-Fault Claims, and will seek to eliminate fraudulent or wasteful spending and ensure that claim payments are calculated correctly and paid only to claimants whose claims are valid, due and owing.

8. If, after conducting reasonable due diligence, the City determines and submits documentary evidence to the Director evidencing that the conditions contained in paragraphs II.A.1 and/or II.A.4 above cannot be satisfied despite its best efforts, the Director may in her discretion waive or modify the condition(s) or impose a reasonably equivalent alternative.

B. TREASURY

1. Treasury will transfer the required funds and maintain the DIFS Escrow on behalf of DIFS in accordance with the provisions of paragraph II.A.6 above.

2. Treasury will maintain the DIFS Escrow funds in a separate and distinct escrow account, and will not commingle the DIFS Escrow funds with other City self-insurance funds or accounts.

3. Upon approval and instructions by DIFS, Treasury will disburse amounts from the DIFS Escrow to the City or other designated payee(s).

Memorandum of Understanding
Page 6

C. DIFS

1. DIFS will issue the City a No-Fault Self-Insurance Certificate for a period of one year, beginning June 9, 2014 at 12:01 a.m. and ending June 8, 2016 at 11:59 p.m. (the Certificate Term).

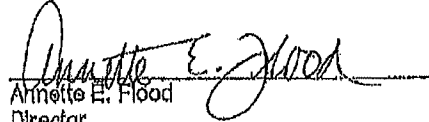
2. DIFS will perform its responsibilities under the Michigan Insurance Code.

III. EFFECTIVE DATE AND DURATION

1. This MOU goes into effect when each party has signed it and shall remain in effect during the entire Certificate Term.

The undersigned authorized representatives of the parties have caused this MOU to be executed as of the dates indicated by each signature:

DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES


Arnette E. Flood
Director
Department of Insurance and Financial Services

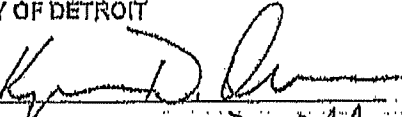
8/8/14
Date

DEPARTMENT OF TREASURY

R. Kevin Clinton
Treasurer
Department of Treasury

Date

CITY OF DETROIT

By: 

(Print Name) KEVIN D. ORR

As: EMERGENCY MANAGER

8/16/14
Date

Approved by C. Rainey
8/21/14

EXHBIT 6-B

RECEIVED
MAY 19 2015

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CITY OF DETROIT
LAW DEPARTMENT
LITIGATION DIVISION

In re

CITY OF DETROIT, MICHIGAN,

Debtor.

Chapter 9

Case No. 13-53846

Hon. Steven W. Rhodes

AGREEMENT RESOLVING CLAIMS OF ROSE JONES

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant") and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers; manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

{KADOC\SLIT\temp\dn200001settlement\DJ2004.DOC}

13-53846-tjt Doc 9893 Filed 05/28/15 Entered 05/28/15 11:17:22 Page 26 of 57

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim[s]").

E. The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

H. The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

{K:\DOCS\LT\temp\dn20000\settlement\DJJ2004.DOC}

-2-

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. [Each of] the Filed Claim[s] is deemed amended, modified and allowed as a general unsecured, nonpriority claim (any such claim, a "Settled Claim") in the corresponding amount set forth in the table below under the heading "Settled Claim Amount":

Claimant	Filed Claim Number	Filed Claim Amount	Filed Claim Priority	Settled Claim Amount	Settled Claim Priority
Rosie Jones	1474	\$ 332,310.53	General unsecured, nonpriority	\$ 40,000.00	General unsecured, nonpriority

3. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

4. The Claimant will not further amend the Filed Claim[s] (or the Settled Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

5. The Parties agree that any Settled Claim is a general unsecured, nonpriority claim, subject to the treatment provided for such claims under any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled Claim[s] satisfied by any Non-Plan Payments.

7. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

8. As to the Filed Claims and Settled Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time

prior to and after the date of this Agreement, that the Claimant has or may have against the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City, the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

9. The Claimant stipulates to dismissal with prejudice of the civil action[s] related to the Filed Claims or Settled Claim[s] in the form attached hereto as Exhibit B.

10. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

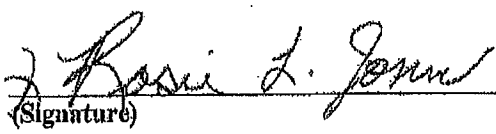
WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

CITY OF DETROIT

ROSIE JONES

By: 

David J. Demps P58494
Assistant Corporation Counsel


(Signature)

Date: _____

Approved

CLAIMANT'S COUNSEL:

By: 

James D. Nosedo P52563
Supervising Assistant Corporation Counsel

(Signature)

GERALD ACKER

Name Printed

P32973

Date: 11 March 2015

Date: _____

MEDICARE REPORTING AND INDEMNIFICATION
AFFIDAVIT

_____, being first duly sworn, deposes and says that I have filed
a claim and/or lawsuit against the City of Detroit:

1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and/or imprisonment for known violations. I hereby state under oath and subject to any penalties for perjury that the information contained in this Affidavit is true, correct and accurate.

2. I hereby understand that the City of Detroit will be relying upon this information in order to provide all of the required information to the United States Government, Department of Health and Human Services, Center for Medicare and Medicaid Services or their Medicare contractor in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 and to be in compliance with the Medicare Secondary Payer Laws.

Circle One

3. I am currently receiving Medicare Benefits..... yes or no
4. I will be Sixty Five years old within three years..... yes or no
- 4a. I have applied for Social Security Disability Benefits..... yes or no
5. I have received a Social Security Disability Award Letter and
attached a copy hereto..... yes or no
6. Attached is a copy of my Social Security Disability Application..... yes or no
7. Attached is a copy of my Social Security denial letter and my
appeal of said denial..... yes or no

Page 1 of 5

8. I have End Stage Renal Disease.....yes or no

9. That my full name and all aliases are:

10. That my City or Detroit File/Matter Number is:

11. That my address is:

12. That my Attorney's Name, Address and Contact Numbers are:

13. That my Date of Birth is:

14. That my Social Security Number is:

15. That my Medicare HIC Number, if applicable is:

16. That I am attaching copies of the following information:

a. Copy of the Judgment.....yes or no

b. Medical Records.....yes or no

c. Specific Description of my injuries

Page 2 of 5

17. Has anyone ever prepared for you:

a. A Life Care Plan..... yes or no

b. Medicare Set Aside Cost Projectionsyes or no

c. Life expectancy projection yes or no

If yes to any questions above in #17, submit a copy to the City of Detroit.

18. What specific body parts were impacted by the Injury/illness:

19. That my Gender is: _____ Male _____ Female

20. That the accident which gave rise to this Claim/Lawsuit occurred on:

_____ (Date)

21. On _____ (Date), a Settlement or Judgement of my

Claim/Lawsuit was agreed to/rendered for the total amount of

_____ Dollars (\$_____).

22. On the date of the accident/event, did any household family

member own an automobile with valid No Fault Insurance

coverage..... yes or no

I, _____, HAVE READ THE ABOVE MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT AND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT THAT THE CITY OF DETROIT IS HELD LIABLE DUE TO ANY MISINFORMATION OR OMISSION OF INFORMATION BY AFFIANT IN THIS AFFIDAVIT, AFFIANT SHALL INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE CITY OF DETROIT FOR ALL PAYMENTS, DAMAGES, MONIES, COSTS, ATTORNEY'S FEES, EXPENSES, MEDICARE LIENS, MEDICARE DEMANDS FOR REIMBURSEMENT, MEDICARE OFFSETS, MEDICARE FINES, MEDICARE PENALTIES AND ANY MEDICARE PAYMENTS INCURRED BY THE CITY OF DETROIT RESULTING FROM SAID OMISSION OR MISINFORMATION. FURTHER, I SHALL FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVING MEDICARE AND SHALL EXECUTE ALL DOCUMENTS REQUIRED OR REQUESTED BY THE CITY OF DETROIT, MEDICARE OR ITS AGENTS THAT MAY BE REQUIRED OR NECESSARY TO RESOLVE ANY SAID DISPUTE OR MATTER.

Page 4 of 5

FURTHER AFFIANT SAITH NOT.

SIGNATURE OF THE CLAIMANT/PLAINTIFF

STATE OF MICHIGAN

)

)SS

COUNTY OF _____

This Medicare Reporting and Indemnification Affidavit was acknowledged, subscribed and sworn to before me this _____ day of _____, 2014, by _____, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Medicare Reporting and Indemnification Affidavit.

Notary Public, _____ County, MI

My Commission Expires: _____

Notary, Please ensure you use your notarial stamp or seal.

Page 5 of 5

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

ROSIE JONES

Plaintiff,

CASE NO. 12-012579-NF
HON. ROBERT COLOMBO, JR

VS

CITY OF DETROIT.

Defendants.

GERALD HACKER P32973
BRIAN J. NAGY P65542
Attorney for Plaintiff
17000 W Ten Mile Rd. 2 Floor
Southfield,, Michigan 48075
248-483-5000
gacker@goodmanacker.com

DAVID J. DEMPS P58494
City of Detroit Law Department
Attorneys for [Defendants]
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, MI 48226
313- 237-3087
dempd@detroitmi.gov

STIPULATION TO DISMISS

The parties in the above-entitled cause by their respective attorneys, hereby stipulate and agree that an Order be entered forthwith dismissing the said cause with prejudice and without costs and attorney fees to any party.

ORDER

At a session of the said Court held
in the Courthouse, City of Detroit,
County of Wayne, Michigan on

Present: Honorable _____
Circuit Court Judge

Upon the reading and filing of the stipulation annexed hereto, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the within cause be dismissed with prejudice and without costs and without attorney fees to any party.

Circuit Court Judge

EXHIBIT 6-C

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

WARREN CHIROPRACTIC &
REHAB CLINIC P.C. and
PRIORITY PATIENT TRANSPORT, LLC,
(Gretchen Smith),

Plaintiffs,

vs.

Case No. 13-009611-NF
Hon. Maria L. Oxholm

CITY OF DETROIT,

Defendant.

HAAS & GOLDSTEIN, PC
Laurie Goldstein (P66011)
Attorney for Plaintiffs
31275 Northwestern Highway, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

CITY OF DETROIT LAW DEPARTMENT
Robyn Brooks (P47787)
Attorney for Defendant
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-3049
(313) 224-5505 Fax

**PLAINTIFFS' MOTION FOR ENTRY OF JUDGMENTS OR IN THE
ALTERNATIVE TO ENFORCE SETTLEMENT AGREEMENTS AND PAYMENT OF
COSTS, INTEREST, AND ATTORNEY FEES**

NOW COME Plaintiffs, by and through their attorneys, Haas & Goldstein, P.C.,
and for their Motion hereby states as follows:

1. This cause of action arises as a result of personal injury sustained by
Gretchen Smith, and for which Plaintiffs, Warren Chiropractic & Rehab Clinic, PC and
Priority Patient Transport, LLC, provided reasonable and necessary services for their
care, recovery, and rehabilitation.

2. On April 9, 2014 this case settled in the amount of Ten Thousand (\$10,000) Dollars, against City of Detroit, in favor of Plaintiff Warren Chiropractic & Rehab Clinic, P.C.

3. On April 9, 2014 this case settled in the amount of Six Thousand One Hundred (\$6,100) Dollars, against City of Detroit, in favor of Plaintiff Priority Patient Transport, LLC

4. On December 22, 2014, Plaintiffs returned the executed copies of Defendant's Agreements Resolving Claims of Warren Chiropractic & Rehab Clinic and Priority Patient Transport (Gretchen Smith). (*Exhibit A, Agreements*).

5. Despite the passage of over one (1) year since the Settlement Agreement and over four (4) months, Defendant has failed to pay the full settlement amounts despite substantial efforts to obtain the outstanding settlement funds without judicial intervention.

WHEREFORE, Plaintiffs Warren Chiropractic & Rehab Clinic and Priority Patient Transport respectfully request that this Court enter judgments in the amount of \$10,000 and \$6,100 and order payment of interest until judgments are paid in full or in the alternative compel Defendant to tender payment of all outstanding amounts within 72 hours plus payment of costs, interest, and attorney fees.

BRIEF IN SUPPORT OF MOTION

Plaintiffs rely on MCR 2.602 and 2.607(F) in support of their Motion.

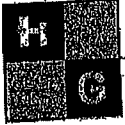
Respectfully Submitted,

/s/ Laurie Goldstein
Laurie Goldstein
Attorney for Plaintiffs
31275 Northwestern Hwy., Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

Dated: May 18, 2015

CERTIFICATE OF SERVICE
The undersigned certifies that the foregoing instrument was
served on all parties to the above cause to each of the attorneys
of record herein at their respective addresses disclosed on the
petition on May 18, 2015.
By: ☐ Overnight Courier ☐ FAX ☐ E mailed
☐ Hand Delivered ☒ U.S. Mail ☐ Other
☐ Certified Mail ☒ Scanned
Signature *Laurie Goldstein*

EXHIBIT A



Haas & Goldstein

A Professional Corporation

Attorneys and Counselors

Justin Haas
Laurie Goldstein
Jennifer L. Measel
Jessica Faber
Matthew S. Payne

December 22, 2014

Robyn J. Brooks, Esq.
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226

Re: Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith) v The City
of Detroit
Case No. 13-53846

Dear Ms. Brooks:

Enclosed is the executed copy of your Agreement Resolving Claim of Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith). Please make the settlement check payable to Warren Chiropractic & Rehab Clinic, P.C., and Haas & Goldstein, P.C., their attorneys, at your earliest convenience. Our tax identification number is 41-2191055.

Thank you for your cooperation in this matter.

Very truly yours,


JUSTIN HAAS

JH/lml
Enclosures

13-53846-tjt Doc 9893 Filed 05/28/15 Entered 05/28/15 11:17:22 Page 44 of 5248 538-9044
23075 Northwestern Highway, Suite 225, Farmington Hills, MI 48334 Tel: (248) 702-8888

13-53846-tjt Doc 11142-4 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 58 of

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

-----X
In re : Chapter 9
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846
Debtor. : Hon. Steven W. Rhodes
-----X

**AGREEMENT RESOLVING CLAIM OF WARREN CHIROPRACTIC & REHAB
CLINIC (GRETCHEN SMITH)**

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "City") and the claimant identified in paragraph 3 below (the "Claimant" and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 3 below (the "Filed Claim[s]").

E. The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

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3. Each of the Filed Claim[s] is deemed amended, modified and allowed, and to be paid as a PPI Claim, a Tort Claim or a Property Claim, as the case may be, in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan"), (any such claim, a "Settled MVA Claim"), in the corresponding amount set forth in the table below under the heading "Settled MVA Claim Amount." NOTE – If any bankruptcy claim combines two or more types of claims, the claims must be separated in the chart below:

Claimant	Filed Claim Number	Filed Claim Amount	Filed MVA Claim Type – identify as a PPI, Tort or Property Claim	Settled MVA Claim Amount	Settled MVA Claim Type – identify as a PPI, Tort or Property Claim
WARREN CHIROPRACTIC & REHAB CLINIC (GRETCHEN SMITH),	3042	\$18,680.00	PPI	\$10,000.00	PPI

For any Tort Claims listed, identify all other bankruptcy claims that arise out of the same motor vehicle accident: _____

4. The Parties agree that any Filed Claim identified in paragraph 3 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

5. The Claimant will not further amend the Filed Claim[s] (or the Settled MVA Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled MVA Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

6. The Parties agree that any Settled MVA Claim shall be paid in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled MVA Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled MVA Claim[s] satisfied by any Non-Plan Payments.

8. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

9. As to the Filed Claims and Settled MVA Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City; provided,

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

CITY OF DETROIT

WARREN CHIROPRACTIC & REHAB
CLINIC (GRETCHEN SMITH), INC.

By: _____

Claimant

Name: _____
(printed)

Date: 12/11/14

Title: _____

Date: _____

Claimant(s) counsel
HAAS & GOLDSTEIN, P.C.

Signature
P. 53/83

Name: JUSTIN HAAS
(printed)

Date: 12/11/2014



Haas & Goldstein

A Professional Corporation

Attorneys and Counselors

Justin Haas
Laurie Goldstein
Jennifer L. Measel
Jessica Faber
Matthew S. Payne

December 22, 2014

Robyn J. Brooks, Esq.
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226

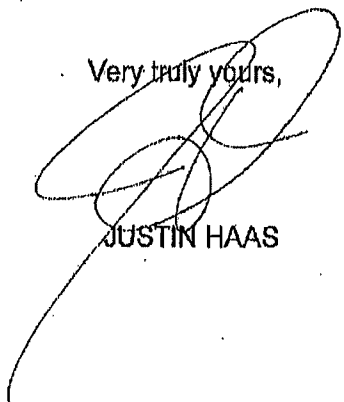
Re: Priority Patient Transport, LLC (Gretchin Smith) v The City of Detroit
Case No. 13-53846

Dear Ms. Brooks:

Enclosed is the executed copy of your Agreement Resolving Claim of Priority Patient Transport, LLC (Gretchin Smith). Please make the settlement check payable to Priority Patient Transport, LLC, and Haas & Goldstein, P.C., their attorneys, at your earliest convenience. Our tax identification number is 41-2191055.

Thank you for your cooperation in this matter.

Very truly yours,



JUSTIN HAAS

JH/ml
Enclosures

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

-----X
In re : Chapter 9
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846
Debtor. : Hon. Steven W. Rhodes
-----X

AGREEMENT RESOLVING CLAIM OF PRIORITY PATIENT TRANSPORT, LLC
(GRETCHIN SMITH)

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant") and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 106 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim[s]").

The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of

litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. The current version of the City's proposed Plan of Adjustment provides different payment provisions for each of the three following category of claims arising from operation of City motor vehicles: (1) claims for personal protection benefits as provided by MCL 500.3107 and MCL 500.3108, for which insurance coverage is required by MCL 500.3101(1), (hereafter "PPI Claims"); and (2) tort claims permitted by MCL 500.3135, for which residual liability insurance coverage is required by MCL 500.3101(1) and MCL 500.3135, (hereafter, "Tort Claims"); and claims for property protection benefits under MCL 500.3121 and MCL 500.3123 ("Property Claims"). Accordingly, it is necessary that this Settlement Agreement properly identify each type of claim.

3. Each of the Filed Claim[s] is deemed amended, modified and allowed, and to be paid as a PPI Claim, a Tort Claim or a Property Claim, as the case may be, in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan"), (any such claim, a "Settled MVA Claim"), in the corresponding amount set forth in the table below under the heading "Settled MVA Claim Amount." NOTE - if any bankruptcy claim combines two or more types of claims, the claims must be separated in the chart below:

Claimant	Filed Claim Number	Filed Claim Amount	Filed MVA Claim Type – Identify as a PPI, Tort or Property Claim	Settled MVA Claim Amount	Settled MVA Claim Type – Identify as a PPI, Tort or Property Claim
Priority Patient Transport, LLC (Gretchen Smith)	3056	\$12,617.50	PPI	\$6,100.00	PPI - \$6,100.00

For any tort claims listed, identify all other bankruptcy claims that arise out of the same motor vehicle accident:

4. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

5. The Claimant will not further amend the Filed Claim[s] (or the Settled MVA Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled MVA Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

6. The Parties agree that any Settled MVA Claim shall be paid in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled MVA Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled MVA Claim[s] satisfied by any Non-Plan Payments.

8. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

9. As to the Filed Claims and Settled MVA Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City; provided, however, for PPI Claims, Claimant does not release claims arising after July 18, 2013,

except to the extent such claims have been paid by the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City, the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

10. The Claimant stipulates to the entry of an order dismissing with prejudice, and without costs or fees, any civil action[s] related to the Filed Claim[s] or Settled Claim[s].

11. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

City of Detroit

Priority Patient Transport, LLC (Gretchen Smith)

By:

Name:

(printed)

Title:

Date:

Claimant

Date:

Claimant(s) counsel:
Justin Haas, Esq.

Signature

P-53153

Name:

(printed)

Date:

In re
CITY OF DETROIT, MICHIGAN,
Debtor.

Chapter 9
Case No. 13-53846
Hon. Steven W. Rhodes

The parties in the above-entitled cause by their respective attorneys, hereby stipulate and agree that an Order be entered forthwith dismissing the said cause with prejudice and without costs and attorney fees to any party.

Robyn J. Brooks (P47787)
City of Detroit Law Department
Attorney for Defendant
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-0565

At a session of the said Court held
in the Courthouse, City of Detroit,
County of Wayne, Michigan on

K:\DOCS\LIT\brooks\20000\scf\img\1692917.WPD -8-
13-53846-jt Doc 9893 Filed 05/28/15 Entered 05/28/15 11:17:22 Page 56 of 57

Upon the reading and filing of the stipulation annexed hereto, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the within cause be dismissed with prejudice and without costs and without attorney fees to any party.

U. S. DISTRICT JUDGE

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

**SUMMIT MEDICAL GROUP, PLLC
AND SUMMIT PHYSICIANS GROUP, PLLC**
(Sheila Williams)

Case NO. 14-010025NF
Hon. Patricia Perez Fresard

Plaintiffs,

V

CITY OF DETROIT,

Defendant.

14-010025-NF

FILED IN MY OFFICE
WAYNE COUNTY CLERK
6/8/2015 2:10:00 PM
CATHY M. GARRETT

HAAS & GOLDSTEIN, PC
JUSTIN HAAS (P53153)
Attorney for Plaintiff
31275 Northwestern Hwy. Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
jhaas@hassgoldstein.com

CITY OF DETROIT LAW DEPARTMENT
CHERYL L. SMITH-WILLIAMS (P56382)
Attorney for Defendant
2 Woodward Ave., Ste. 500
Detroit, MI 48226
(313) 237-0455
smitc@detroitmi.gov

PROOF OF SERVICE

The undersigned certifies that a copy of the *Defendant City of Detroit's Response to Plaintiff's Motion for Partial Summary Disposition to Compel Payment of Interest and Attorney Fees and Proof of Service* was served upon, Justin Haas 31275 Northwestern Hwy, Ste. 225, Farmington Hills, Michigan 48334, by electronically sending a courtesy copy through the ECF System and mailing same with postage fully prepaid on June 8, 2015.

The statement above is true to the best of my knowledge, information and belief.

/s/ Alondra L. Myles

EXHIBIT 4

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**CITY OF DETROIT’S MOTION FOR (I) DETERMINATION THAT THE GOODMAN
ACKER AND HAAS & GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF
ADJUSTMENT BY (A) REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B)
SEEKING RELIEF ON A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY
THE PLAN OF ADJUSTMENT AND (II) ORDER ENJOINING FURTHER
VIOLATIONS**

The City of Detroit (“City”) brings this motion because certain law firms, in pursuing pre-petition motor vehicle accident claims against the City, seek to disregard key provisions in the confirmed Eighth Amended Plan for the Adjustment of Debts of the City of Detroit (“Plan of Adjustment”), the Court’s Order Confirming Eighth Amended Plan for the Adjustment of the City of Detroit, and orders entered in this bankruptcy case. The City seeks this Court’s assistance in directing these firms to abide by orders entered in this case.

RELEVANT BANKRUPTCY PROCEEDINGS

A. The ADR Order.

1. As the Court knows, this case represents the largest municipal bankruptcy case in history. Recognizing that the City would be facing an enormous number of pre-petition litigation claims, the Court, in December 2013, entered a detailed ADR Order providing procedures to liquidate those claims. D.E. 2302. The purpose of the ADR Order was to promote the prompt and efficient liquidation of pre-petition litigation claims.

2. More than 1400 pre-petition litigation claims were ultimately filed against the City. Since the expiration of the February 2014 bar date for submission of claims, the City law

department has been diligently attempting to liquidate those claims, i.e., agree with opposing counsel on the proper value of the claim or, if that is not possible, liquidate the claims through litigation. Once the claim is liquidated, the ADR procedures provide for the claim to be treated in the appropriate fashion as provided by the Plan of Adjustment. The Plan of Adjustment has special rules for motor vehicle accident claims as discussed below.

B. The Plan of Adjustment provisions regarding first-party no-fault claims.

3. Each year, the City of Detroit receives hundreds of first party no-fault claims. Under the no-fault act, an individual's own insurer is normally responsible for paying "first party" no-fault benefits – primarily medical bills and wage loss. Those benefits are payable without regard to who was at fault in causing the accident.

4. However, the no-fault act also provides that for many bus passengers, the owner of the bus is responsible for paying first party no-fault benefits in the event the bus is involved in an accident – again, without regard to whether the bus driver was at fault. The City also is responsible for payment of first party no-fault benefits in other circumstances, such as if a City vehicle strikes a pedestrian and the pedestrian has no insurance coverage.

5. As a result, the City was inundated with over 300 pre-petition first-party no-fault bankruptcy claims. Those include claims filed both by the injured party and by medical providers that provided treatment for the injured party. Those claims comprised a very substantial percentage of the 1400 pre-petition bankruptcy litigation claims.

6. During the bankruptcy proceedings, the City's legal counsel initially took the position that all motor vehicle accident (MVA) claims, including first party no-fault claims, should be treated as all other unsecured claims. As the Court knows, all other holders of allowed

unsecured claims are to receive a pro rata share of New B Notes, which will be paid over 30 years.

7. The state of Michigan disagreed with that position. After extensive negotiations, the City and the state agreed on a Memorandum of Understanding, which is appended as exhibit 6-A. The key provision of the MOU, section II (A) (3), was incorporated verbatim into the Plan of Adjustment (Art. IV (S)):

“From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: **(1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL § 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on prepetition Claims for personal protection benefits;** (2) tort claims permitted by MCL § 500.3135, for which residual liability insurance coverage is required by MCL § 500.3101(1) and MCL § 500.3131, shall be paid, to the extent valid, only up to the minimum coverages specified by MCL § 500.3009(1), i.e., up to a maximum of (a) \$20,000 because of bodily injury to or death of one person in any one accident, and subject to that limit for one person, (b) \$40,000 because of bodily injury to or death of two or more persons in any one accident and (c) \$10,000 because of injury to or destruction of property of others in any accident; and (3) Claims for property protection benefits under MCL § 500.3121 and MCL § 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 500.3121; provided, however, for the avoidance of doubt, to the extent any valid Claim subject to subsections 2 and 3 above exceeds the applicable payment limits, the excess claim amount shall be treated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 or Claims within the minimum coverage limits in MCL § 500.3009(1). The City expressly reserves the right to challenge the validity of any Claim subject to this Section IV.S, and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law.”

Plan of Adjustment, Art. IV(S) (Emphasis added).¹

¹ The other major category of motor vehicle claims, other than first party no-fault claims, is “third party claims.” Under the no-fault law, a person injured in a motor vehicle accident must

8. The emphasized language makes clear that claimants pursuing pre-petition first party no-fault claims are entitled to recover the entire claim, to the extent valid, but not interest or attorney fees.² This result is exponentially better for claimants than the City's initial proposal of treating first party no-fault claims like all other unsecured claims.

C. The Plan of Adjustment gives this Court jurisdiction to resolve this matter.

9. The Plan of Adjustment binds all Holders of Claims. Plan of Adjustment, Art. III (G). The Plan of Adjustment also confers expansive jurisdiction on this Court to hear and decide disputes of the sort raised here:

“Pursuant to sections 105(c), 945 and 1142(b) of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 9 Case and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

“A. Allow, disallow, estimate, determine, liquidate, reduce, classify, re-classify, estimate or establish the priority or secured or unsecured status of any Claim,

* * *

“E. Adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving the City that may be pending on the Effective Date or brought thereafter;

“F. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

ordinarily look to her or her own insurer for payment of medical bills. The injured party is precluded from suing a third party for additional damages, such as pain and suffering, unless (i) the other party's negligence caused the accident and (ii) the injured party suffered severe bodily injury as defined in the no-fault law. In the provision quoted above, third party claims are paid out as follows: the first \$20,000 in cash and the remainder (if any) as a bankruptcy claim (either a convenience claim or a general unsecured claim).

² The no-fault act generally does not allow recovery of interest or attorney fees, except in certain cases where payments are unreasonably delayed or denied.

“G. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents;

* * *

“I. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

* * *

“L. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;”

Plan of Adjustment, Art. VII.

ARGUMENT

A. The Goodman Acker and Haas & Goldstein law firms violated the Plan of Adjustment Injunction

10. Both the Goodman Acker and Haas & Goldstein law firms have violated the Plan of Adjustment injunction set forth in Article III(D)(5), which provides in pertinent part:

5. Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

a. all Entities that have been, are or may be holders of Claims against the City...shall be permanently enjoined from taking any of the following actions against or affecting the City or its property...

1. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other

proceeding of any kind against or affect the City of its property...

5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and

6. taking any actions to interfere with the implementation or consummation of the Plan.

Plan of Adjustment, Art. III(D)(5) (emphasis supplied).

B. The Goodman Acker law firm should be compelled to carry out the Rosie Jones settlement agreement.

11. The Goodman Acker law firm has violated the injunction because it refuses to abide by the terms of a settlement agreement that resolved the claim of Rosie Jones. The Goodman Acker law firm is representing the plaintiff in Rosie Jones v. City of Detroit, Wayne County Circuit Court, Case No. 12-012579. Jones is pursuing first party no-fault benefits from the City of Detroit based on a pre-petition incident.

12. In March of 2014, counsel for the City and Jones negotiated a \$40,000 settlement. The settlement was set forth in the Agreement appended as exhibit 6-B – an ADR settlement agreement which bears the caption of this bankruptcy case.

13. Jones did not sign the agreement at the City's offices. Rather, the agreement was negotiated directly between counsel for the City and counsel for Jones and, at a later date, Jones signed the agreement at the request of her counsel. Jones' counsel returned to the City the ADR settlement agreement executed by Jones.

14. As a matter of custom, not law, the City routinely obtains the signature of both the client and lawyer on ADR settlements. When the City's counsel noticed that Jones' lawyer had

not signed the agreement, the agreement was sent back for counsel's signature. Jones' lawyer assured the City the agreement would be promptly signed by counsel and returned. It was not.

15. Jones' lawyer now takes the position that the agreement is not binding because Jones' lawyer did not sign the ADR agreement. That position is frivolous – it is too obvious for words that there is no legal requirement for an attorney, in addition to the client, to execute a settlement agreement. That is particularly true here, where the settlement was negotiated between counsel and Ms. Jones signed at the request of her lawyer.

16. The Plan of Adjustment provides no specific date for distributions on account of allowed claims. The City was not able to even begin addressing first party no-fault settlements until after the Plan of Adjustment became effective on December 10, 2014 – until that date there remained the possibility that the Plan of Adjustment would not go effective. In that event, first-party no fault claims might ultimately have been treated in a very different fashion.

17. After the Plan of Adjustment went effective, the City law department spent significant time attempting to compile and organize the various settlements. It then sought approval for more than 100 pre-petition, first party no-fault settlements from City Council. Each settlement entails considerable paperwork including the settlement agreement, a Medicare affidavit, settlement check and order of dismissal of the state court proceeding. At this same time, the City and its law department have been dealing with a myriad of legal, financial and organizational issues arising from the bankruptcy – including, in addition to the 1,400 litigation claims, hundreds of trade claims, dozens of administrative claims, implementation of complex settlements, preparation of the claims reserve motion, as well as handling hundreds of new **post**-petition litigation claims and lawsuits.

18. The City is now in the process of issuing payment for more than 100 pre-petition first party no-fault claims which have been settled and approved by City Council. The City will issue payment on the Jones claim promptly after this Court confirms the settlement is binding. As mentioned, the City is attempting to liquidate some 1,400 litigation claims, and that task will be virtually impossible if the City must deal with frivolous attempts to renege on agreed settlements. The City asks that the Court enforce the \$40,000 settlement.

19. Finally, the Goodman Acker law firm has announced that in the Rosie Jones case and other pre-petition no-fault cases it is handling, it intends to pursue recovery of interest and attorney fees notwithstanding the Plan of Adjustment express prohibition on recovery of those amounts. The City justifiably believes that Goodman Acker is attempting to renege on the Jones settlement precisely so it can seek to collect such amounts.

C. The Goodman Acker law-firm, and the Haas & Goldstein law-firm, should be enjoined from attempting to claim interest and attorney fees on pre-petition first party no-fault claims, and from bringing a state court action to enforce an alleged Plan of Adjustment obligation.

20. As mentioned, Goodman Acker has advised the City that it intends to pursue recovery of interest and attorney fees for pre-petition, first party no-fault cases. The firm of Haas & Goldstein recently filed a state court proceeding to compel the City to pay out pre-petition first party no-fault settlements and, in its pleadings, seeks recovery of interest and attorney fees. *See* exhibit 6-C. The Court should enjoin these law-firms from pursuing claims (recovery of interest and attorney fees) directly prohibited by the Plan of Adjustment.

21. Further, there is no specified date in the Plan of Adjustment for payment of pre-petition claims. The City is moving as quickly as reasonably possible to pay out pre-petition first party no-fault settlements. However, if any claimant or their legal representative has a concern, their remedy is to bring the matter to the attention of this Court, not a state court.

CONCLUSION AND RELIEF

22. For the reasons stated, the City respectfully requests that (1) the Court compel enforcement of the \$40,000 settlement with Ms. Jones, (2) the Court enjoin the respondent law firms from claiming interest or attorney fees in connection with pre-petition first party no-fault claims, and (3) the Court enjoin the respondent law firms from pursuing state court actions to seek payment of bankruptcy claims. On May 27, 2015, the City sought, but did not obtain, concurrence in the relief requested in this motion.

Dated: May 28, 2015

By: /s/ Marc N. Swanson

Stephen S. LaPlante (P48063)

Marc N. Swanson (P71149)

MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.

150 West Jefferson, Suite 2500

Detroit, Michigan 48226

Telephone: (313) 496-7591

Facsimile: (313) 496-8451

laplante@millercanfield.com

swansonm@millercanfield.com

Charles N. Raimi (P29746)

Deputy Corporation Counsel

City of Detroit Law Department

2 Woodward Avenue, Suite 500

Coleman A. Young Municipal Center

Detroit, Michigan 48226

Telephone: (313) 237-5037

Facsimile: (313) 224-5505

raimic@detroitmi.gov

ATTORNEYS FOR THE CITY OF DETROIT

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice of Opportunity to Respond
Exhibit 3	Brief-None
Exhibit 4	Certificate of Service
Exhibit 5	Affidavits-None
Exhibit 6-A	Memorandum of Understanding
Exhibit 6-B	Settlement Agreement
Exhibit 6-C	Motion for Entry of Judgments

EXHIBIT 1 – PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**ORDER GRANTING CITY OF DETROIT’S MOTION FOR (I)
DETERMINATION THAT THE GOODMAN ACKER AND HAAS & GOLDSTEIN
LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A) REFUSING
TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON A PRE-
PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF ADJUSTMENT
AND (II) ORDER ENJOINING FURTHER VIOLATIONS**

This matter, having come before the court on the City of Detroit’s Motion for (I) Determination that the Goodman Acker and Haas & Goldstein Law Firms have Violated the Plan of Adjustment by (A) Refusing to Honor an ADR Settlement and/or (B) Seeking Relief on a Pre-Petition Claim Beyond That Allowed by the Plan of Adjustment and (II) Order Enjoining Further Violations (“Motion”); upon proper notice and a hearing; the Court being fully advised in the premises; and there being good cause to grant the relief requested,

THE COURT ORDERS THAT:

1. The Motion is granted.
2. The settlement agreement attached as exhibit 6-B to the Motion is binding and Rosie Jones and the Goodman Acker law firm shall abide by its terms.
3. The law firms of Goodman Acker and Haas & Goldstein are enjoined from claiming interest or attorney fees in connection with pre-petition first party no-fault claims.
4. The law firms of Goodman Acker and Haas & Goldstein are enjoined from pursuing state court actions to seek payment of bankruptcy claims.

5. The Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

EXHIBIT 2 – NOTICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Chapter 9

**NOTICE OF OPPORTUNITY TO RESPOND TO CITY OF DETROIT'S
MOTION FOR (I) DETERMINATION THAT THE GOODMAN ACKER AND HAAS &
GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A)
REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON
A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF
ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS**

The City of Detroit has filed papers with the Court requesting a determination that the law firms of Goodman Acker and Haas & Goldstein have violated the City of Detroit's confirmed plan of adjustment and the order confirming it.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney.

If you do not want the Court to enter an Order granting the *City Of Detroit's Motion For (I) Determination That the Goodman Acker and Haas & Goldstein Law Firms Have Violated the Plan Of Adjustment By (A) Refusing To Honor An ADR Settlement and/or (B) Seeking Relief On a Pre-Petition Claim Beyond That Allowed By the Plan Of Adjustment and (II) Order Enjoining Further Violations*, within 14 days, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at:¹

United States Bankruptcy Court
211 W. Fort St., Suite 1900
Detroit, Michigan 48226

¹ Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. You must also mail a copy to:

Miller, Canfield, Paddock & Stone, PLC
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of that hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: May 28, 2015

EXHIBIT 3 – BRIEF

NONE

EXHIBIT 4 – CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846
Honorable Thomas J. Tucker
Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 28, 2015, he served a copy of the foregoing ***CITY OF DETROIT'S MOTION FOR (I) DETERMINATION THAT THE GOODMAN ACKER AND HAAS & GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A) REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS***, upon the persons listed below, via electronic mail and first class mail.

Gerald Acker
Goodman Acker, P.C.
17000 West Ten Mile Road, 2nd Floor
Southfield, MI 48075
gacker@goodmanacker.com

Laurie Goldstein
Haas & Goldstein, PC
31275 Northwestern Hwy.
Farmington Hills, MI 48334
lauriejgoldstein@yahoo.com

Justin Haas
Haas & Goldstein, PC
31275 Northwestern Hwy.
Farmington Hills, MI 48334
jhaas@haasgoldstein.com

Dated: May 28, 2015

By: /s/ Marc N. Swanson

Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

EXHIBIT 5 – AFFIDAVITS

NONE

EXHIBIT 6-A

MEMORANDUM OF UNDERSTANDING
Between the
MICHIGAN DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES,
THE CITY OF DETROIT,
and the
MICHIGAN DEPARTMENT OF TREASURY

Regarding

RENEWAL OF THE CITY OF DETROIT'S
NO-FAULT SELF-INSURANCE CERTIFICATE

I. PURPOSE AND BACKGROUND

1. The purpose of this Memorandum of Understanding (MOU) is to describe the agreements between the Michigan Department of Insurance and Financial Services (DIFS), the City of Detroit (City), and the Michigan Department of Treasury (Treasury) concerning the conditions under which the Director of DIFS (Director) will exercise her discretion to renew the City's certificate to self-insure against motor vehicle-related claims that arise under Chapter 31 of the Michigan Insurance Code (Chapter 31) and for which Chapter 31 mandates insurance coverage. Motor vehicle-related claims that arise under Chapter 31 and for which Chapter 31 mandates insurance coverage are referred to hereafter as "No-Fault Claims," and the certificate issued by the Director to self-insure against these claims is referred to as a "No-Fault Self-Insurance Certificate."

2. On 8.7.14, the City submitted to the Director an application to renew its No-Fault Self Insurance Certificate under the authority of section 3101d of the Michigan Insurance Code, MCL 500.3101d. If approved and issued by the Director, the No-Fault Self-Insurance Certificate will enable the City to comply with state laws requiring insurance on the motor vehicles owned by, registered to, and/or operated by the City.

3. Effective January 1, 2013, the Michigan Legislature provided statutory qualifications for the issuance of a No-Fault Self-Insurance Certificate (and transferred issuance authority from the Michigan Secretary of State to the Director) by enacting 2012 PA 204, MCL 500.3101d.

4. MCL 500.3101d(1) provides that "[a] person in whose name more than 25 motor vehicles are registered may qualify as a self-insurer by obtaining a certificate of self-insurance issued by the commissioner (now Director) under subsection (2)." Under subsection (2), the Director "may, in his or her discretion...issue a certificate of self-insurance to the person if the (Director) is satisfied that the person has and will continue to have the ability to pay judgments obtained against the person."

5. Consistent with the foregoing defined terms, the Director interprets this statutory requirement to apply to the City's ability to pay No-Fault Claims only, i.e., claims that must be covered by insurance under Chapter 31 and therefore fall within the scope of a No-Fault Self-Insurance Certificate. Accordingly, the statute governing the issuance or renewal of No-Fault Self-Insurance Certificates grants the Director discretion to issue a certificate to "a person" (which includes the City, see MCL 500.114) as long as the Director is satisfied that the person has and will continue to have the ability to pay No-Fault Claims against it.

6. Additional rules applicable to No-Fault Self-Insurance Certificates are contained in R 257.531 – 257.540 of the Michigan Administrative Code, entitled "Certificates of No-Fault Self-Insurance."

7. As reported in the City's application and widely publicized, on July 18, 2013, the City filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Code. The bankruptcy case was assigned Case No. 13-53846 and remains pending before the Honorable Steven W. Rhodes in the United States Bankruptcy Court, Eastern District of Michigan.

8. The City's ongoing bankruptcy and current financial condition validate the Director's legitimate concerns as to whether the City has and will continue to have the ability to pay No-Fault Claims against it, both in full and in a timely manner. Barring the agreements and satisfaction of the conditions set forth in this MOU, the Director would be justified in exercising her discretion to deny the City's application under MCL 500.3101d(2) and R 257.538.

9. However, in reliance on the City's and Treasury's agreements contained in this MOU and satisfaction of the conditions outlined below, the Director will renew the City's No-Fault Self Insurance Certificate under the authority vested by MCL 500.3101d.

II. AGREEMENTS AND CONDITIONS

A. THE CITY

1. The previous authority granted to the City to self-administer its No-Fault Claims is terminated. The City will contract with a DIFS-approved service provider/third-party administrator to manage its No-Fault Claims both pre- and post-bankruptcy petition to ensure appropriate and timely payment of benefits.

2. During the Certificate Term (defined in paragraph II.C.1, below), the City will provide DIFS with quarterly reports of No-Fault Claim liabilities and payments.

3. All No-Fault Claims against the City, whether arising pre- or post-bankruptcy petition, must be handled and paid by the City in full (if determined valid) in the

ordinary course of business. The City will amend its Plan for the Adjustment of Debts to reflect its intention to pay 100% of the determined value of all valid No-Fault Claims, as follows:

"From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: (1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL § 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on prepetition Claims for personal protection benefits; (2) tort claims permitted by MCL § 500.3135, for which residual liability insurance coverage is required by MCL § 500.3101(1) and MCL § 500.3131, shall be paid, to the extent valid, only up to the minimum coverages specified by MCL § 500.3009(1), i.e., up to a maximum of (a) \$20,000 because of bodily injury to or death of one person in any one accident, and subject to that limit for one person, (b) \$40,000 because of bodily injury to or death of two or more persons in any one accident and (c) \$10,000 because of injury to or destruction of property of others in any accident; and (3) Claims for property protection benefits under MCL § 500.3121 and MCL § 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 500.3121; provided, however, for the avoidance of doubt, to the extent any valid Claim subject to subsections 2 and 3 above exceeds the applicable payment limits, the excess claim amount shall be treated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 or Claims within the minimum coverage limits in MCL § 500.3009(1). The City expressly reserves the right to challenge the validity of any Claim subject to this Section [IV.O], and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law."

4. The City will purchase an excess insurance policy for its No-Fault Claims with a specific retention of no greater than \$1,000,000 or an amount determined to be actuarially appropriate. The excess insurance policy must be written by a carrier authorized to transact such business in this state and comply with the requirements of R 257.537.

5. The City will accept and process any No-Fault Claims against it that have been filed against the Michigan Assigned Claims Plan, for adjudication and payment in the ordinary course subject to the provisions of paragraph II.A.3 above.

6. During the entire Certificate Term, the City will deposit in escrow with Treasury, to be held on behalf of DIFS: (a) the \$15.2 million reserved for the City's current No-Fault Self-Insurance Certificate; or (b) such other amount determined by DIFS to be actuarially appropriate (the DIFS Escrow), to ensure the City's ability to pay No-Fault Claims during the Certificate Term. The DIFS Escrow will be funded by transferring the required escrow amount from existing funds in the City's Self-Insurance Escrow Account maintained by Treasury.

Funds on deposit in the DIFS Escrow may be requisitioned by the City only for the payment of valid No-Fault Claims, and any request by the City to requisition funds from the DIFS Escrow will be subject to DIFS' review and prior approval and compliance with the terms of this MOU. The City does not anticipate requisitioning any funds from the DIFS Escrow during the Certificate Term because it intends to adjudicate and pay valid No-Fault Claims in the ordinary course of business. However, if during the Certificate Term the City requests, and DIFS approves, any requisition of funds from the DIFS Escrow to pay the City's valid No-Fault Claims, the City will promptly replenish any funds disbursed in accordance with the schedule agreed to by DIFS and the City at the time the requisition request is approved.

7. The City will take all reasonable and necessary steps to investigate No-Fault Claims, and will seek to eliminate fraudulent or wasteful spending and ensure that claim payments are calculated correctly and paid only to claimants whose claims are valid, due and owing.

8. If, after conducting reasonable due diligence, the City determines and submits documentary evidence to the Director evidencing that the conditions contained in paragraphs II.A.1 and/or II.A.4 above cannot be satisfied despite its best efforts, the Director may in her discretion waive or modify the condition(s) or impose a reasonably equivalent alternative.

B. TREASURY

1. Treasury will transfer the required funds and maintain the DIFS Escrow on behalf of DIFS in accordance with the provisions of paragraph II.A.6 above.

2. Treasury will maintain the DIFS Escrow funds in a separate and distinct escrow account, and will not commingle the DIFS Escrow funds with other City self-insurance funds or accounts.

3. Upon approval and instructions by DIFS, Treasury will disburse amounts from the DIFS Escrow to the City or other designated payee(s).

C. DIFS

1. DIFS will issue the City a No-Fault Self-Insurance Certificate for a period of one year, beginning June 9, 2014 at 12:01 a.m. and ending June 8, 2015 at 11:59 p.m. (the Certificate Term).

2. DIFS will perform its responsibilities under the Michigan Insurance Code.

III. EFFECTIVE DATE AND DURATION

1. This MOU goes into effect when each party has signed it and shall remain in effect during the entire Certificate Term.

The undersigned authorized representatives of the parties have caused this MOU to be executed as of the dates indicated by each signature:

DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES


Annette E. Flood
Director
Department of Insurance and Financial Services

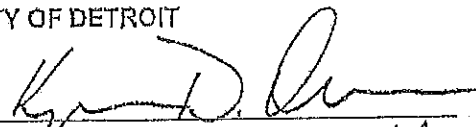
8/8/14
Date

DEPARTMENT OF TREASURY

R. Kevin Clinton
Treasurer
Department of Treasury

Date

CITY OF DETROIT

By: 
[Print Name] KEVIN D. ORR
As: EMERGENCY MANAGER

8/16/14
Date

Approved by C. Raimo
8/21/14

EXHBIT 6-B

RECEIVED
MAY 19 2015

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CITY OF DETROIT
LAW DEPARTMENT
LITIGATION DIVISION

----- X	
In re	: Chapter 9
CITY OF DETROIT, MICHIGAN,	: Case No. 13-53846
Debtor.	: Hon. Steven W. Rhodes
----- X	

AGREEMENT RESOLVING CLAIMS OF ROSIE JONES

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant") and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

{K:\DOCS\LIT\dempd\20000\setlmen\DJ2004.DOC}

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim[s]").

E. The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

H. The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. [Each of] the Filed Claim[s] is deemed amended, modified and allowed as a general unsecured, nonpriority claim (any such claim, a "Settled Claim") in the corresponding amount set forth in the table below under the heading "Settled Claim Amount":

Claimant	Filed Claim Number	Filed Claim Amount	Filed Claim Priority	Settled Claim Amount	Settled Claim Priority
Rosie Jones	1474	\$ 332,310.53	General unsecured, nonpriority	\$ 40,000.00	General unsecured, nonpriority

3. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

4. The Claimant will not further amend the Filed Claim[s] (or the Settled Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

5. The Parties agree that any Settled Claim is a general unsecured, nonpriority claim, subject to the treatment provided for such claims under any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled Claim[s] satisfied by any Non-Plan Payments.

7. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

8. As to the Filed Claims and Settled Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time

prior to and after the date of this Agreement, that the Claimant has or may have against the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City, the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

9. The Claimant stipulates to dismissal with prejudice of the civil action[s] related to the Filed Claims or Settled Claim[s] in the form attached hereto as Exhibit B.

10. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

CITY OF DETROIT

ROSIE JONES

By: 

David J. Demps P58494
Assistant Corporation Counsel


(Signature)

Date: _____

Approved

CLAIMANT'S COUNSEL:

By: 

James D. Nosedo P52563
Supervising Assistant Corporation Counsel

(Signature)

GERALD ACKER

Name Printed

P32973

Date: 11 March 2015

Date: _____

MEDICARE REPORTING AND INDEMNIFICATION
AFFIDAVIT

_____, being first duly sworn, deposes and says that I have filed
a claim and/or lawsuit against the City of Detroit:

1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and/or imprisonment for known violations. I hereby state under oath and subject to any penalties for perjury that the information contained in this Affidavit is true, correct and accurate.

2. I hereby understand that the City of Detroit will be relying upon this information in order to provide all of the required information to the United States Government, Department of Health and Human Services, Center for Medicare and Medicaid Services or their Medicare contractor in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 and to be in compliance with the Medicare Secondary Payer Laws.

Circle One

3. I am currently receiving Medicare Benefits..... yes or no
4. I will be Sixty Five years old within three years..... yes or no
- 4a. I have applied for Social Security Disability Benefits..... yes or no
5. I have received a Social Security Disability Award Letter and
attached a copy hereto.....yes or no
6. Attached is a copy of my Social Security Disability Application.....yes or no
7. Attached is a copy of my Social Security denial letter and my
appeal of said denial..... yes or no

8. I have End Stage Renal Disease.....yes or no

9. That my full name and all aliases are:

10. That my City of Detroit File/Matter Number is:

11. That my address is:

12. That my Attorney's Name, Address and Contact Numbers are:

13. That my Date of Birth is:

14. That my Social Security Number is:

15. That my Medicare HIC Number, if applicable is:

16. That I am attaching copies of the following information:

a. Copy of the Judgment yes or no

b. Medical Records yes or no

c. Specific Description of my injuries _____

Page 2 of 5

17. Has anyone ever prepared for you:

a. A Life Care Plan..... yes or no

b. Medicare Set Aside Cost Projectionsyes or no

c. Life expectancy projectionyes or no

If yes to any questions above in #17, submit a copy to the City of Detroit.

18. What specific body parts were impacted by the Injury/illness:

19. That my Gender is: _____ Male _____ Female

20. That the accident which gave rise to this Claim/Lawsuit occurred on:

_____ (Date)

21. On _____ (Date), a Settlement or Judgement of my

Claim/Lawsuit was agreed to/rendered for the total amount of

_____ Dollars (\$_____).

22. On the date of the accident/event, did any household family

member own an automobile with valid No Fault Insurance

coverage.....yes or no

I, _____, HAVE READ THE ABOVE MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT AND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT THAT THE CITY OF DETROIT IS HELD LIABLE DUE TO ANY MISINFORMATION OR OMISSION OF INFORMATION BY AFFIANT IN THIS AFFIDAVIT, AFFIANT SHALL INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE CITY OF DETROIT FOR ALL PAYMENTS, DAMAGES, MONIES, COSTS, ATTORNEY'S FEES, EXPENSES, MEDICARE LIENS, MEDICARE DEMANDS FOR REIMBURSEMENT, MEDICARE OFFSETS, MEDICARE FINES, MEDICARE PENALTIES AND ANY MEDICARE PAYMENTS INCURRED BY THE CITY OF DETROIT RESULTING FROM SAID OMISSION OR MISINFORMATION. FURTHER, I SHALL FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVING MEDICARE AND SHALL EXECUTE ALL DOCUMENTS REQUIRED OR REQUESTED BY THE CITY OF DETROIT, MEDICARE OR ITS AGENTS THAT MAY BE REQUIRED OR NECESSARY TO RESOLVE ANY SAID DISPUTE OR MATTER.

FURTHER AFFIANT SAITH NOT.

SIGNATURE OF THE CLAIMANT/PLAINTIFF

STATE OF MICHIGAN

)

)SS

COUNTY OF _____)

This Medicare Reporting and Indemnification Affidavit was acknowledged, subscribed and sworn to before me this _____ day of _____, 2014, by _____, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Medicare Reporting and Indemnification Affidavit.

Notary Public, _____ County, MI

My Commission Expires: _____

Notary, Please ensure you use your notarial stamp or seal.

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

ROSIE JONES

Plaintiff,

**CASE NO. 12-012579-NF
HON. ROBERT COLOMBO, JR**

VS

CITY OF DETROIT.

Defendants.

GERALD H ACKER P32973
BRIAN J. NAGY P65542
Attorney for Plaintiff
17000 W Ten Mile Rd. 2 Floor
Southfield,, Michigan 48075
248-483-5000
gacker@goodmanacker.com

DAVID J. DEMPS P58494
City of Detroit Law Department
Attorneys for [Defendants]
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, MI 48226
313- 237-3087
dempd@detroitmi.gov

STIPULATION TO DISMISS

The parties in the above-entitled cause by their respective attorneys, hereby stipulate and agree that an Order be entered forthwith dismissing the said cause with prejudice and without costs and attorney fees to any party.

ORDER

At a session of the said Court held
in the Courthouse, City of Detroit,
County of Wayne, Michigan on

Present: Honorable _____
Circuit Court Judge

Upon the reading and filing of the stipulation annexed hereto, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the within cause be dismissed with prejudice and without costs and without attorney fees to any party.

Circuit Court Judge

EXHIBIT 6-C

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

WARREN CHIROPRACTIC &
REHAB CLINIC P.C. and
PRIORITY PATIENT TRANSPORT, LLC,
(Gretchen Smith),

Plaintiffs,

vs.

Case No. 13-009611-NF
Hon. Maria L. Oxholm

CITY OF DETROIT,

Defendant.

HAAS & GOLDSTEIN, PC
Laurie Goldstein (P66011)
Attorney for Plaintiffs
31275 Northwestern Highway, Ste. 225
Farmington Hills, MI 48334
(248) 702-6550
(248) 538-9044 Fax

CITY OF DETROIT LAW DEPARTMENT
Robyn Brooks (P47787)
Attorney for Defendant
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-3049
(313) 224-5505 Fax

**PLAINTIFFS' MOTION FOR ENTRY OF JUDGMENTS OR IN THE
ALTERNATIVE TO ENFORCE SETTLEMENT AGREEMENTS AND PAYMENT OF
COSTS, INTEREST, AND ATTORNEY FEES**

NOW COME Plaintiffs, by and through their attorneys, Haas & Goldstein, P.C.,
and for their Motion hereby states as follows:

1. This cause of action arises as a result of personal injury sustained by
Gretchen Smith, and for which Plaintiffs, Warren Chiropractic & Rehab Clinic, PC and
Priority Patient Transport, LLC, provided reasonable and necessary services for their
care, recovery, and rehabilitation.

2. On April 9, 2014 this case settled in the amount of Ten Thousand (\$10,000) Dollars, against City of Detroit, in favor of Plaintiff Warren Chiropractic & Rehab Clinic, P.C.

3. On April 9, 2014 this case settled in the amount of Six Thousand One Hundred (\$6,100) Dollars, against City of Detroit, in favor of Plaintiff Priority Patient Transport, LLC

4. On December 22, 2014, Plaintiffs returned the executed copies of Defendant's Agreements Resolving Claims of Warren Chiropractic & Rehab Clinic and Priority Patient Transport (Gretchen Smith). (*Exhibit A, Agreements*).

5. Despite the passage of over one (1) year since the Settlement Agreement and over four (4) months, Defendant has failed to pay the full settlement amounts despite substantial efforts to obtain the outstanding settlement funds without judicial intervention.

WHEREFORE, Plaintiffs Warren Chiropractic & Rehab Clinic and Priority Patient Transport respectfully request that this Court enter judgments in the amount of \$10,000 and \$6,100 and order payment of interest until judgments are paid in full or in the alternative compel Defendant to tender payment of all outstanding amounts within 72 hours plus payment of costs, interest, and attorney fees.

BRIEF IN SUPPORT OF MOTION

Plaintiffs rely on MCR 2.602 and 2.507(F) in support of their Motion.

Respectfully Submitted,

/s/ Laurie Goldstein

Laurie Goldstein

Attorney for Plaintiffs

31275 Northwestern Hwy., Ste. 225

Farmington Hills, MI 48334

(248) 702-6550

(248) 538-9044 Fax

Dated: May 18, 2015

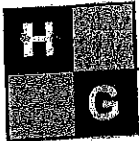
CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Instrument was served on all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on the pleadings on May 18, 2015

By: ☐ Overnight Courier ☐ FAX ☐ E mailed
☐ Hand Delivered ☒ U.S. Mail ☐ Other
☐ Certified Mail ☒ Scanned

Signature *[Signature]*

EXHIBIT A



Haas & Goldstein

A Professional Corporation

Attorneys and Counselors

Justin Haas
Laurie Goldstein
Jenifer L. Measel
Jessica Faber
Matthew S. Payne

December 22, 2014

Robyn J. Brooks, Esq.
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226

Re: Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith) v The City
of Detroit
Case No. 13-53846

Dear Ms. Brooks:

Enclosed is the executed copy of your Agreement Resolving Claim of Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith). Please make the settlement check payable to Warren Chiropractic & Rehab Clinic, P.C., and Haas & Goldstein, P.C., their attorneys, at your earliest convenience. Our tax identification number is 41-2191055.

Thank you for your cooperation in this matter.

Very truly yours,


JUSTIN HAAS

JH/lml
Enclosures

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

-----X
In re : Chapter 9
CITY OF DETROIT, MICHIGAN, : Case No. 13-53846
Debtor. : Hon. Steven W. Rhodes
-----X

**AGREEMENT RESOLVING CLAIM OF WARREN CHIROPRACTIC & REHAB
CLINIC (GRETCHEN SMITH)**

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "City") and the claimant identified in paragraph 3 below (the "Claimant" and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

A. On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

B. Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

C. On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

D. The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 3 below (the "Filed Claim[s]").

E. The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

F. The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

G. Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

H. The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

I. The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. The current version of the City's proposed Plan of Adjustment provides different payment provisions for each of the three following category of claims arising from operation of City motor vehicles: (1) claims for personal protection benefits as provided by MCL 500.3107 and MCL 500.3108, for which insurance coverage is required by MCL 500.3101(1), ("PPI Claims"); (2) tort claims permitted by MCL 500.3135, for which residual liability insurance coverage is required by MCL 500.3101(1) and MCL 500.3135, ("Tort Claims"); and (3) claims for property protection benefits under MCL 500.3121 and MCL 500.3123 ("Property Claims"). Accordingly, it is necessary that this Settlement Agreement properly identify each type of claim.

3. Each of the Filed Claim[s] is deemed amended, modified and allowed, and to be paid as a PPI Claim, a Tort Claim or a Property Claim, as the case may be, in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan"), (any such claim, a "Settled MVA Claim"), in the corresponding amount set forth in the table below under the heading "Settled MVA Claim Amount." **NOTE – if any bankruptcy claim combines two or more types of claims, the claims must be separated in the chart below:**

Claimant	Filed Claim Number	Filed Claim Amount	Filed MVA Claim Type -- identify as a PPI, Tort or Property Claim	Settled MVA Claim Amount	Settled MVA Claim Type-- identify as a PPI, Tort or Property Claim
WARREN CHIROPRACTIC & REHAB CLINIC (GRETCHEN SMITH),	3042	\$18,680.00	PPI	\$10,000.00	PPI

For any Tort Claims listed, identify all other bankruptcy claims that arise out of the same motor vehicle accident: _____

4. The Parties agree that any Filed Claim identified in paragraph 3 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

5. The Claimant will not further amend the Filed Claim[s] (or the Settled MVA Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled MVA Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

6. The Parties agree that any Settled MVA Claim shall be paid in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled MVA Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled MVA Claim[s] satisfied by any Non-Plan Payments.

8. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

9. As to the Filed Claims and Settled MVA Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City; provided,

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

CITY OF DETROIT

WARREN CHIROPRACTIC & REHAB
CLINIC (GRETCHEN SMITH), INC.

By: _____



Claimant

Name: _____
(printed)

Date: 12/11/14

Title: _____

Date: _____

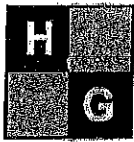
Claimant(s) counsel:
HAAS & GOLDSTEIN, P.C.



Signature
P- 53183

Name: JUSTIN Haas
(printed)

Date: 12/11/2014



Haas & Goldstein

A Professional Corporation

Attorneys and Counselors

Justin Haas
Laurie Goldstein
Jennifer L. Measel
Jessica Faber
Matthew S. Payne

December 22, 2014

Robyn J. Brooks, Esq.
City of Detroit Law Department
2 Woodward Ave., Ste. 500
Detroit, MI 48226

Re: Priority Patient Transport, LLC (Gretchin Smith) v The City of Detroit
Case No. 13-53846

Dear Ms. Brooks:

Enclosed is the executed copy of your Agreement Resolving Claim of Priority Patient Transport, LLC (Gretchin Smith). Please make the settlement check payable to Priority Patient Transport, LLC, and Haas & Goldstein, P.C., their attorneys, at your earliest convenience. Our tax identification number is 41-2191055.

Thank you for your cooperation in this matter.

Very truly yours,


JUSTIN HAAS

JH/lml
Enclosures

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

-----X	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Steven W. Rhodes
-----	:	
	X	

AGREEMENT RESOLVING CLAIM OF PRIORITY PATIENT TRANSPORT, LLC
(GRETCHIN SMITH)

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "City") and the claimant identified in paragraph 2 below (the "Claimant" and, together with the City, the "Parties"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

On July 18, 2013, the City commenced the above-captioned case (the "Chapter 9 Case") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a debtor under chapter 9 of the Bankruptcy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

Pursuant to section 904 of the Bankruptcy Code, the City may continue to exercise its political and governmental powers, manage its property and revenues and use and enjoy its income-producing property without interference from the Bankruptcy Court.

On December 24, 2013, the Bankruptcy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "ADR Order") establishing certain alternative dispute resolution procedures (collectively, the "ADR Procedures") to promote the resolution of certain claims designated by the City.

The Claimant is the current record holder of the proof[s] of claim identified under the heading "Filed Claim Number" in the table in paragraph 2 below (the "Filed Claim[s]").

The City (i) reviewed the Filed Claim[s] and the facts and circumstances of the alleged liabilities asserted therein and (ii) designated the Filed Claim[s] for potential resolution through the ADR Procedures.

The City believes that the resolution of the Filed Claim[s] as set forth in this Agreement is fair, reasonable and appropriate and will allow the Parties to avoid the cost, delay and burden of

litigating potential disputes related to the Filed Claim[s]. In accordance with the ADR Order, the resolution of the Filed Claim[s] set forth in this Agreement terminates the ADR Procedures with respect to the Filed Claim[s] pursuant to section II.A.7 of the ADR Procedures.

Pursuant to section 904 of the Bankruptcy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptcy Court.

The undersigned is authorized to enter into this Agreement on behalf of the City pursuant to a confidential memorandum dated March 25, 2014 that was issued to the City of Detroit Corporation Counsel by Kevyn Orr, Emergency Manager for the City of Detroit, entitled Litigation Claim Settlement Authority.

The Parties have agreed to the terms set forth in this Agreement, as indicated by the signatures of their respective authorized representatives below.

AGREEMENT

1. The Claimant represents and warrants to the City that it has not sold, assigned, factored or otherwise transferred any portion of or interest in the Filed Claim[s] and is the sole holder of the Filed Claim[s], with full authority to enter into this Agreement. The Claimant further agrees to indemnify and hold the City harmless for any damages, including without limitation actual and reasonable out of pocket costs, resulting from a breach of its representations and warranties set forth in this paragraph.

2. The current version of the City's proposed Plan of Adjustment provides different payment provisions for each of the three following category of claims arising from operation of City motor vehicles: (1) claims for personal protection benefits as provided by MCL 500.3107 and MCL 500.3108, for which insurance coverage is required by MCL 500.3101(1), (hereafter "PPI Claims"); and (2) tort claims permitted by MCL 500.3135, for which residual liability insurance coverage is required by MCL 500.3101(1) and MCL 500.3135, (hereafter, "Tort Claims"); and claims for property protection benefits under MCL 500.3121 and MCL 500.3123 ("Property Claims"). Accordingly, it is necessary that this Settlement Agreement properly identify each type of claim.

3. Each of the Filed Claim[s] is deemed amended, modified and allowed, and to be paid as a PPI Claim, a Tort Claim or a Property Claim, as the case may be, in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan"), (any such claim, a "Settled MVA Claim"), in the corresponding amount set forth in the table below under the heading "Settled MVA Claim Amount." **NOTE - if any bankruptcy claim combines two or more types of claims, the claims must be separated in the chart below:**

Claimant	Filed Claim Number	Filed Claim Amount	Filed MVA Claim Type – identify as a PPI, Tort or Property Claim	Settled MVA Claim Amount	Settled MVA Claim Type – identify as a PPI, Tort or Property Claim
Priority Patient Transport, LLC (Gretchin Smith)	3056	\$12, 617.50	PPI	\$6,100.00	PPI - \$6,100.00

For any tort claims listed, identify all other bankruptcy claims that arise out of the same motor vehicle accident:

4. The Parties agree that any Filed Claim identified in paragraph 2 above for which there is no corresponding Settled Claim (or such amount is listed as \$0.00) is hereby withdrawn and deemed disallowed and expunged, pursuant to section 502 of the Bankruptcy Code.

5. The Claimant will not further amend the Filed Claim[s] (or the Settled MVA Claim[s]) or file any additional proofs of claim with respect to the liabilities asserted in the Filed Claim[s]. Any further amendments to the Filed Claim[s] (or the Settled MVA Claim[s]) or any additional claims filed by the Claimant or their successors or assigns with respect to the liabilities asserted in the Filed Claim[s] shall be null, void and of no effect.

6. The Parties agree that any Settled MVA Claim shall be paid in accordance with, and subject to the treatment provided for claims of that type under, any chapter 9 plan for the adjustment of debts confirmed by the Bankruptcy Court (a "Plan").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan Distribution." If the Claimant or its successors or assigns receive payment of any portion of the Settled Claims from any source, including from the City, other than through the Plan (a "Non-Plan Payment"), the portion of the Settled MVA Claim[s] equal to the amount of the Non-Plan Payments shall be deemed fully satisfied, and the Claimant, for itself and any successors or assigns, hereby prospectively waives and disclaims the right to receive Plan Distributions on account of the portion of the Settled MVA Claim[s] satisfied by any Non-Plan Payments.

8. Nothing in this Agreement will have any impact on any proof(s) of claim that the Claimant has filed or holds other than the Filed Claim[s]. The Parties retain all of their respective claims, defenses, objections, counterclaims and any and all rights in respect of any proofs of claim that the Claimant has filed or holds other than the Filed Claim[s].

9. As to the Filed Claims and Settled MVA Claims described herein, the Claimant releases the City from any and all liability, actions, damages and claims (including claims for attorney fees, expert fees or court costs), known and unknown, arising or accruing at any time prior to and after the date of this Agreement, that the Claimant has or may have against the City; provided, however, for PPI Claims, Claimant does not release claims arising after July 18, 2013,

except to the extent such claims have been paid by the City. The Claimant acknowledges that this Agreement represents the compromise of a disputed claim and is not to be construed as an admission of liability on the part of the City. As used in this Agreement, the Claimant and the City include each of their respective servants, agents, contractors, attorneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officers, if any. Where required by the City, the Claimant has executed the Medicare Reporting and Indemnification Affidavit[s], if any, attached as Exhibit A.

10. The Claimant stipulates to the entry of an order dismissing with prejudice, and without costs or fees, any civil action[s] related to the Filed Claim[s] or Settled Claim[s].

11. This Agreement may be executed in identical counterparts, and/or by facsimile or e-mail scan, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

City of Detroit

Priority Patient Transport, LLC (Gretchen Smith)

By:

Claimant

Name: _____

(printed)

Date: _____

Title: _____

Date: _____

Claimant(s) counsel:
Justin Haas, Esq.

Signature _____

P-53153

Name: _____

(printed)

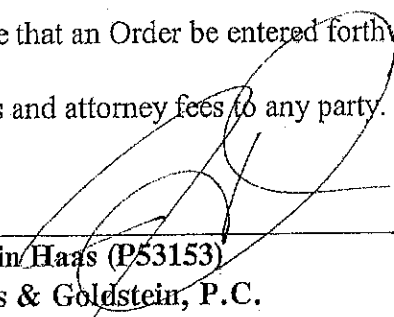
Date: _____

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Steven W. Rhodes
	:	
	X	

STIPULATION TO DISMISS CAUSE

The parties in the above-entitled cause by their respective attorneys, hereby stipulate and agree that an Order be entered forthwith dismissing the said cause with prejudice and without costs and attorney fees to any party.


Justin Haas (P53153)
Haas & Goldstein, P.C.
Attorney for Plaintiff
31275 Northwestern Hwy., Ste. 225
Farmington Hills, MI 48334
(248) 702-6550

Robyn J. Brooks (P47787)
City of Detroit Law Department
Attorney for Defendant
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-0565

ORDER

At a session of the said Court held
in the Courthouse, City of Detroit,
County of Wayne, Michigan on

Present: Honorable _____
U. S. DISTRICT JUDGE

Upon the reading and filing of the stipulation annexed hereto, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the within cause be dismissed with prejudice and without costs and without attorney fees to any party.

U. S. DISTRICT JUDGE

EXHIBIT 5

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

Case No. 13-53846

CITY OF DETROIT, MICHIGAN,

Chapter 9

Debtor.

Judge Thomas J. Tucker

AMENDED¹

OPINION REGARDING MOTIONS FILED BY THE CITY OF DETROIT:

**1) FOR THE ENTRY OF AN ORDER (I) ENFORCING THE PLAN OF ADJUSTMENT
INJUNCTION AND (II) REQUIRING THE DISMISSAL OF THE STATE COURT
ACTION FILED BY TANYA HUGHES (DOCKET # 9970);**

**2) FOR (I) DETERMINATION THAT THE GOODMAN ACKER AND HAAS &
GOLDSTEIN LAW FIRMS HAVE VIOLATED THE PLAN OF ADJUSTMENT BY (A)
REFUSING TO HONOR AN ADR SETTLEMENT AND/OR (B) SEEKING RELIEF ON
A PRE-PETITION CLAIM BEYOND THAT ALLOWED BY THE PLAN OF
ADJUSTMENT AND**

**(II) ORDER ENJOINING FURTHER VIOLATIONS (DOCKET # 9893);
AND 3) FOR ENTRY OF AN ORDER (I) ENFORCING THE PLAN OF ADJUSTMENT
AND (II) REQUIRING THE WITHDRAWAL WITH PREJUDICE OF THE AUGUST 2,
2013, GRIEVANCE FILED BY THE SENIOR ACCOUNTANTS, ANALYSTS, AND
APPRAISERS ASSOCIATION ON BEHALF OF CEDRIC COOK (DOCKET # 10183)**

I. Introduction

This case is before the Court on three motions filed by the City of Detroit, seeking enforcement of the City's confirmed Chapter 9 plan, entitled the Eighth Amended Plan for the Adjustment of Debts, which was confirmed on November 12, 2014.² The only unresolved question in each motion is whether certain claims arose, for bankruptcy purposes, before the City filed for protection under Chapter 9 of the Bankruptcy Code on July 18, 2013. The question is

¹ This amends the opinion filed on April 15, 2016 (Docket # 11089), to correct some typographical errors. No substantive changes have been made.

² Docket ## 8045, 8272. The Eighth Amended Plan, as modified by the order confirming the Plan, is referred to as the "Plan" in this opinion.

important because the City's liability on pre-petition claims was discharged when the Plan was confirmed on November 12, 2014, and became effective on December 10, 2014. Claimants holding pre-petition claims are enjoined from pursuing a recovery beyond what is provided for in the Plan. *See* 11 U.S.C. §§ 524(a)(2), 901(a), 944.³ Claimants holding post-petition claims, however, may be entitled to pursue other remedies, as the claimants involved in each of these motions are attempting to do.

A. Tanya Hughes

The first motion involves a state court lawsuit filed by Tanya Hughes. The motion is entitled "City of Detroit's Motion for the Entry of an Order (I) Enforcing the Plan of Adjustment Injunction and (II) Requiring the Dismissal of the State Court Action Filed by Tanya Hughes (the "Tanya Hughes Motion").⁴ The motion concerns a discrimination suit filed by Ms. Hughes in February 2015 in the Wayne County Circuit Court, concerning her termination from the Detroit Police Department.

The Court held its first hearing on the matter on July 15, 2015. Following the hearing, the Court ordered the parties to file additional documents concerning Ms. Hughes's termination,⁵ and granted the parties' request to present additional argument related to the documents at a second hearing.⁶ In the interim, the parties resolved some of the issues raised in the motion, but

³ *See also* Plan, Article III, Section D.3-5 at 49-50 (Docket # 8045).

⁴ Docket # 9970.

⁵ These documents can be found at Docket # 10099. The parties stipulated to their authenticity. *See* Stipulation By and Between the City of Detroit and Tanya Hughes (Docket # 10109).

⁶ *See* Order Regarding Further Proceedings (Docket # 10053); Order Approving Stipulation (Docket # 10112).

not the issue of whether the claim arose pre-petition. After holding the second hearing on August 5, 2015, the Court took the matter under advisement.

B. No-Fault Insurance Act payments

The second motion is the “City of Detroit’s Motion for (I) Determination that the Goodman Acker and Haas & Goldstein Law Firms have Violated the Plan of Adjustment by (A) Refusing to Honor an ADR Settlement and/or (B) Seeking Relief on a Pre-Petition Claim Beyond that Allowed by the Plan of Adjustment and (II) Order Enjoining Further Violations” (the NFA Motion”).⁷ This motion concerns payments for claims against the City arising under the Michigan No-Fault Insurance Act, Mich. Comp. Laws §§ 500.3101, .3107, .3108, .3142, .3148, in which claimants were injured pre-petition but require post-petition medical treatment. The City filed the NFA Motion in response to actions filed in the Wayne County Circuit Court by healthcare providers who have given post-petition medical treatment to these claimants.

The Court held a hearing on the NFA Motion on June 10, 2015. Following the hearing, the Court entered an order resolving a number of issues and scheduling a further hearing for September 16, 2015, specifically on the issue of whether the claims for post-petition medical treatment constitute pre-petition claims.⁸ In advance of the September 16 hearing, the City filed a brief in support of the NFA Motion.⁹ Haas & Goldstein, P.C., one of the law firms named in the NFA Motion which represents healthcare providers in state court, filed a response¹⁰ and the

⁷ Docket # 9893.

⁸ Docket # 9969.

⁹ Docket # 10022.

¹⁰ Docket # 10116.

City filed a reply brief.¹¹ Following the September 16, 2015 hearing, the Court took the matter under advisement.

C. Cedric Cook grievance

The third motion concerns a grievance filed on behalf of Cedric Cook. The motion is entitled “City of Detroit’s Motion for Entry of an Order (I) Enforcing the Plan of Adjustment and (II) Requiring the Withdrawal with Prejudice of the August 2, 2013, Grievance Filed by the Senior Accountants, Analysts, and Appraisers Association [the “SAAA”] on Behalf of Cedric Cook” (the “Cedric Cook Motion”).¹² The SAAA, the labor union which represents Cedric Cook, filed the grievance against the City after Mr. Cook was discharged from his employment as a Programmer Analyst with the City’s Information Technology Services Department. The grievance alleges that Mr. Cook’s discharge was wrongful. The Court held a hearing on the Cedric Cook Motion on December 2, 2015. The Court permitted the parties to file supplemental briefs following the hearing, and then took the matter under advisement.¹³

For the reasons stated below, the Court concludes that (1) the claims at issue in the Tanya Hughes Motion and in the NFA Motion constitute pre-petition claims covered by the Plan; but (2) the Court finds the grievance at issue in the Cedric Cook Motion is a post-petition claim, not covered by the Plan.

II. Jurisdiction

¹¹ Docket # 10134.

¹² Docket # 10183.

¹³ See Order Regarding Further Proceedings (Docket # 10648); Supplemental Brs. (Docket ## 10693 & 10711).

This Court has subject matter jurisdiction over this Chapter 9 bankruptcy case and these contested matters under 28 U.S.C. §§ 1334(b), 157(a) and 157(b)(1), and Local Rule 83.50(a) (E.D. Mich.). These are core proceedings under 28 U.S.C. § 157(b)(2)(O), because they are proceedings “affecting . . . the adjustment of the debtor-creditor . . . relationship.” These are also core proceedings “arising in” a case under title 11, within the meaning of 28 U.S.C. § 1334(b). Matters falling within this category are deemed to be core proceedings. *See Allard v. Coenen (In re Trans-Indus., Inc.)*, 419 B.R. 21, 27 (Bankr. E.D. Mich. 2009) (citing *Mich. Emp. Sec. Comm’n v. Wolverine Radio Co., Inc.*, 930 F.2d 1132, 1144 (6th Cir. 1991)). As proceedings that seek to enforce a confirmed Chapter 9 plan of adjustment, these are proceedings “arising in” a case under title 11, because they are proceedings that “by [their] very nature, could arise only in bankruptcy cases.” *See Allard v. Coenen*, 419 B.R. at 27.

These disputes are a type over which this Court retained jurisdiction under the confirmed Plan. Article VII, Sections G and I of the confirmed Plan state:

Pursuant to sections 105(c), 945 and 1142(b) of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 9 Case and the Plan to the fullest extent permitted by law, including, among other things jurisdiction to:

....

G. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or any Entity’s rights arising from or obligations incurred in connection with the Plan or such documents;

....

- I. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order[.]¹⁴

III. Background

A. Tanya Hughes Motion

Tanya Hughes began working as an officer for the Detroit Police Department (the “DPD”) in May 1996. After ten years of service, she was promoted to the rank of sergeant. Until the events described below, Ms. Hughes never had any disciplinary problems.¹⁵

On October 5, 2012, Ms. Hughes was ordered to submit to a random drug screening, in the form of a urine test. DPD policy requires all “donors,” or employees selected for screening, to disrobe completely before providing the urine sample. At the time, Ms. Hughes was seven months pregnant and was wearing compression hosiery that was prescribed by her doctor. There is a factual dispute regarding whether Ms. Hughes notified the nurse on duty, or anyone at DPD, about her pregnancy or the compression garment. In any event, Ms. Hughes refused to completely disrobe to give the urine sample. After several unsuccessful attempts by her commanding officer and others to convince Ms. Hughes to disrobe and take the test, Ms. Hughes was issued a “Notice of Suspension, with pay.”¹⁶ She was suspended from active duty but

¹⁴ Docket # 8045 at 69-70.

¹⁵ See Voluntary Labor Arbitration Tribunal Opinion and Award at 15, 43 (Docket # 10099, Ex. 2, the “Arbitration Decision”).

¹⁶ Arbitration Decision at 13-18 (Docket # 10099, Ex. 2).

continued to collect her pay and receive her other employment benefits.

At some point, the Chief of Police petitioned the Board of Police Commissioners to stop paying Ms. Hughes or allowing her to receive benefits while she was suspended, but the Board of Police Commissioners declined to do so.¹⁷

A police trial board convened on December 3, 2012, to hear the charges against Ms. Hughes related to the drug-screen incident. The charges were 1. “Refusal to Submit to or Avoidance of Drug Screening Procedures,” 2. “Willful Disobedience of Rules or Orders,” and 3. “Failure to Notify the Commanding Officer of Any Circumstance that Affects a Member’s Ability to Perform Their Duties.”¹⁸ The trial board found Ms. Hughes guilty on all charges and recommended that she be dismissed from the DPD.¹⁹ The Trial Board Decision, along with a memorandum from the DPD Disciplinary Administration, was forwarded to Ms. Hughes on December 19, 2012. The memorandum stated:

Attached hereto is the recommendation of the Police Trial Board in the matter of Sergeant Tanya Hughes is [sic] . . .

Dismissal from the Detroit Police Department

The dismissal from the Department can only be implemented once the twenty (20) day appeal period has

¹⁷ See Tanya Hughes’ Resp. and Br. Opposing City of Detroit’s Mot. at 3, ¶ 6 (Docket # 10005).

¹⁸ See Decision of the Police Trial Board at 2-3 (Docket # 10099, Ex. 1, the “Trial Board Decision”).

¹⁹ Trial Board Decision at 3 (Docket # 10099, Ex. 1). Under the collective bargaining agreement in effect at the time between the City and the Detroit Police Lieutenants and Sergeants Association (the “DPLSA”), the trial board lacked the authority to actually impose a penalty; its role was simply to make a recommendation regarding discipline to the Chief of Police. Master Agreement between the City of Detroit and the DPLSA at 12 (Docket # 10099, Ex. 3, the “DPLSA CBA”).

expired from the date of receipt.²⁰

Ms. Hughes appealed the decision to a civilian arbitrator, who possessed the authority to conduct a fresh review of all the evidence and testimony and issue a final, binding decision regarding whether there was just cause under the CBA for the recommended penalty.²¹

The arbitration hearing took place on April 30 and May 6, 2013. But before the arbitrator issued a decision, the City filed its bankruptcy petition, on July 18, 2013. The arbitrator asked the City whether the proceedings were subject to the automatic stay but the City never responded, so the arbitration was stayed for over a year. Finally, on October 22, 2014, the City filed a motion asking this Court to confirm that the stay does not apply to disciplinary proceedings initiated by the City against its employees.²² The Court entered an order granting the motion on November 12, 2014,²³ the same day the Court confirmed the City's Plan.

The arbitrator issued her decision on December 15, 2014. She affirmed the majority of the police trial board's findings of guilt, and affirmed the trial board's recommendation that Ms. Hughes be dismissed from the DPD.²⁴ Ms. Hughes stopped receiving pay or benefits the next day, December 16, 2014.

On February 27, 2015, Ms. Hughes filed a complaint against the City in the Wayne

²⁰ Inter-office Memorandum (bold in original) (Docket # 10099, Ex. 1).

²¹ DPLSA CBA at 6 (Section 5(D)); 9-10 (Section 9(A)); 14 (Section 10(C)) (Docket # 10099).

²² See Docket # 8060.

²³ Docket # 8256.

²⁴ Arbitration Decision at 43-44 (Docket # 10099, Ex. 2).

County Circuit Court.²⁵ Ms. Hughes alleges that the City violated the Elliott-Larsen Civil Rights Act, Mich. Comp. Laws § 37.2202(1), and the Persons with Disabilities Civil Rights Act, Mich. Comp. Laws §§ 37.1103 (d)(i)(A), 37.1202(1)(b), by requiring her to completely disrobe to take the drug screen and by terminating her for refusing to do so. She seeks a declaratory judgment that the City violated these laws, and seeks damages for mental and emotional suffering, “restoration to full duty status and work assignment, reimbursement for lost past and future wages, overtime, and benefits,” and attorney fees and interest.²⁶

In the Tanya Hughes Motion, the City contends that the claims Ms. Hughes asserts in her state court case are pre-petition claims. The City asks the Court to order Ms. Hughes to dismiss her state court action, with prejudice.²⁷

Ms. Hughes contends that her state court claims only arose when the arbitrator confirmed the decision of the police trial board and her termination was actually implemented, such that she

²⁵ See Complaint and Jury Demand (Docket # 9970, Ex. 6A, the “Tanya Hughes Complaint”).

²⁶ Tanya Hughes Complaint at 6-7 (Docket # 9970, Ex. 6A).

²⁷ Initially, the City also asked the Court to bar Ms. Hughes from filing a claim in the City’s bankruptcy case or allowing her to share in any distribution under the Plan, on its belief that Ms. Hughes failed to timely file a proof of claim. See Proposed Order (Docket # 9970, Ex. 1). Later, the parties discovered that the DPLSA did file a timely proof of claim on Ms. Hughes’s behalf, Claim # 1878, with permission from the Court. The City therefore withdrew its request for this additional relief, while reserving its right to object to the proof of claim filed by the DPLSA. See Stipulation By and Between the City of Detroit and Tanya Hughes (Docket # 10109).

Ms. Hughes did not sign the DPLSA proof of claim. Moreover, the DPLSA proof of claim explicitly states that, “[p]ursuant to the Bar Date Order, individual members of the DPLSA have the right to file a Proof of Claim on their own behalf.” Claim # 1878 (Docket # 10109, Ex. A).

As set forth below, the Court will permit Ms. Hughes to file her own separate proof of claim, subject to the City’s right to object to the claim. But in no event will Ms. Hughes be permitted to recover for both the DPLSA proof of claim and her own separate proof of claim.

lost pay and benefits. This is because, she argues, a loss of material benefits of employment is a required element in each of her state court claims against the City.

B. NFA Motion

A brief review of the relevant provisions of the Michigan No-Fault Insurance Act and the settlement in the confirmed Plan regarding no-fault claims against the City is necessary to understand the issues raised by the NFA Motion.

The Michigan No-Fault Insurance Act

The Michigan No-Fault Insurance Act requires owners of motor vehicles to maintain insurance to provide benefits for reasonable medical expenses and lost wages in the event of a motor vehicle accident, regardless of fault. Mich. Comp. Laws §§ 500.3101; .3105; .3107–3108. These benefits are referred to as “personal protection benefits.” *See, e.g.*, Mich. Comp. Laws §§ 500.3107–.3108. Under normal circumstances, a person must look to his or her own insurance provider for personal protection benefits even if the person is, for example, a passenger in someone else’s motor vehicle. In the event the person does not have no-fault insurance, for example if they do not own a vehicle, the statute lists the next potentially responsible party to whom the person must look for benefits, and the person simply goes down the list until a party with no-fault insurance can be identified. *See* Mich. Comp. Laws § 500.3114–.3115.

When a person’s own insurer pays the benefits, they are known as “first party benefits.”²⁸ With certain exceptions, the No-Fault Insurance Act prohibits suits against third parties who may be at fault, and thus limits claimants’ ability to recover damages beyond personal protection benefits. Mich. Comp. Laws § 500.3135.

²⁸ *See* City of Detroit’s Br. in Supp. of NFA Mot. at 4 (Docket # 10022).

The City is self-insured for its fleet of vehicles and public buses. Thus, when a person is injured while riding a City bus, and that person cannot look to a higher priority responsible party, the City must pay personal protection benefits to that person. Mich. Comp. Laws § 500.3114(2). The same is true when a City-owned vehicle strikes a pedestrian. Mich. Comp. Laws § 500.3115. These are also referred to as “first party benefits.”²⁹

The No-Fault Insurance Act provides for penalties if a responsible insurer does not pay personal protection benefits within 30 days after receiving “proof of the fact and of the amount of loss sustained.” Mich. Comp. Laws § 500.3142(2). Overdue payments bear interest at a rate of 12% per year. *Id.* at .3142(3). The act further provides for reasonable attorney fees “for advising and representing a claimant in an action for personal . . . protection benefits which are overdue.” Mich. Comp. Laws § 500.3148(1).

Treatment of No-Fault Claims under the Plan

Over 300 first party no-fault claims for personal protection benefits were filed against the City in this bankruptcy case, relating to accidents that occurred prior to the July 18, 2013 petition date. After negotiating with the State of Michigan over how to treat these claims while maintaining the ability to self-insure its vehicles, the City agreed to pay 100% of the personal protection benefits for “valid prepetition Claims,” but the State agreed to allow the City to forego payment of interest or attorney fees for any overdue payments on these claims normally required by Mich. Comp. Laws §§ 500.3142 and 500.3148. The settlement was incorporated into the City’s confirmed Plan. The provision of the Plan incorporating the settlement provides:

S. Payment of Certain Claims Relating to the Operation of City Motor

²⁹ See City of Detroit’s Br. in Supp. of NFA Mot. at 5 (Docket # 10022).

Vehicles

From and after the Effective Date, the City will continue to administer (either directly or through a third party administrator) and pay valid prepetition Claims for liabilities with respect to which the City is required to maintain insurance coverage pursuant to MCL § 500.3101 in connection with the operation of the City's motor vehicles, as follows: (1) Claims for personal protection benefits as provided by MCL § 500.3107 and MCL § 500.3108, for which insurance coverage is required by MCL 500.3101(1), shall be paid in full, to the extent valid, provided, however, that the City will not be liable for or pay interest or attorneys' fees under MCL § 500.3142 or MCL § 500.3148 on prepetition Claims for personal protection benefits. . . . Nothing in the Plan shall discharge, release or relieve the City from any current or future liability with respect to Claims subject to insurance coverage pursuant to MCL § 500.3101 The City expressly reserves the right to challenge the validity of any Claim subject to this Section IV.S, and nothing herein shall be deemed to expand the City's obligations or claimants' rights with respect to these Claims under State law.³⁰

The City reports that, since the Plan was confirmed and became effective in late 2014, the City has settled over 100 claims for personal protection benefits incurred pre-petition.³¹

State Court Lawsuits

There was some delay on the part of the City in paying the settlements as well as claims for treatment provided post-petition to the claimants, including the accident victims and healthcare providers who treated the accident victims. Many of these unhappy claimants filed lawsuits against the City in state court, which prompted the City to file the NFA Motion.

Several of these state court cases settled or were resolved by order entered by this Court

³⁰ Plan, Article IV, Section S at 62-63 (Docket # 8045).

³¹ NFA Mot. at 7-8 (Docket # 9893).

on June 15, 2015, following the first hearing on the NFA Motion.³² The order provides a timeline for the City to pay any settlements it reaches regarding these claims:

The City must submit settlements of Pre-Petition MVA [motor vehicle accidents] claims to City Council for approval within thirty (30) days after the City's receipt of all fully executed settlement documents including, where applicable, Medicare affidavits. City Council must act within 21 days of receipt of the documents. Upon approval by City Council, the City must issue the settlement check within sixty (60) days after City Council approval. Provided, however, if settlement papers have been provided to the City prior to the date of this Order, the thirty (30) days for submission to City Council will begin to run on the date of entry of this Order. H&G and Goodman Acker must, within ten (10) days after entry of this Order, submit to the City law department duplicate copies of any previously submitted settlement documents. In the event a settlement has been approved by City Council prior to entry of this Order, the 60 days for issuing payment will begin to run on entry of this Order.³³

The only remaining state court case relevant to the NFA Motion is the case filed against the City by Summit Medical Group, PLLC and Summit Physicians Group, PLLC (collectively, "Summit"), which is represented by attorney Justin Haas of the law firm Haas & Goldstein, P.C. ("Haas").³⁴ That case concerns payment for medical treatment given by Summit to Ms. Sheila Williams, who sustained injuries in a motor vehicle accident involving a vehicle for which the

³² See Order on Stipulation at ¶¶ 2-6 (Docket # 9969).

³³ Order on Stipulation at ¶ 5 (Docket # 9969).

³⁴ The Court notes, however, that during the June 10, 2015 expedited hearing on the NFA Motion, Haas indicated there may be many other claimants with similar claims, who simply have not filed yet. June 10, 2015 Hrg. Tr. at 7-8 (Docket # 9971). Haas therefore is participating in the proceedings on the NFA Motion as an interested party, representing itself. Although the bankruptcy claim belongs to Summit, Haas is an interested party because Summit seeks attorney fees and because the City's NFA Motion seeks relief against Haas.

City is self-insured, where the City was determined to be the responsible insurer.³⁵ The accident occurred pre-petition, and Ms. Williams began receiving medical treatment from Summit for her injuries pre-petition. The City settled Summit's claim for these costs, and that settlement is now subject to the timeline set forth in the Court's Order from June 15, quoted above. The parties agree that the Plan prohibits interest and attorney fees relating to the payments covered by that settlement.

The parties further agree that the City is required to pay 100% of the cost of medical treatment arising from the pre-petition accident but provided to Ms. Williams after July 18, 2013. The dispute concerns only whether Summit and Haas are entitled to interest and attorney fees for any unreasonable delay on the part of the City in paying these costs for treatment provided post-petition. That question turns on when Summit's claim for these costs arose for bankruptcy purposes. If the claim arose pre-petition, then the Plan controls and Haas and Summit are not entitled to interest or attorney fees under the motor vehicle claimants' settlement; if the claim arose post-petition, then the No-Fault Insurance Act governs and Haas and Summit may be entitled to pursue interest and attorney fees in state court under Mich. Comp. Laws §§ 500.3142 and 500.3148.

The City argues that because the claim arises from a pre-petition motor vehicle accident, it constitutes a pre-petition claim regardless of when the medical care is provided. Haas argues that the claim arises post-petition because neither Ms. Williams nor Summit can demand payment from the City for medical care until the care is actually given.

³⁵ At the second hearing on the NFA Motion on September 16, 2015, counsel for Summit stated that "his recollection" was that Ms. Williams was injured while riding on a City bus. Audio recording of oral argument at 20:06-20:35 (*available at* Docket # 10186).

C. Cedric Cook Motion

Cedric Cook was a Senior Programmer Analyst with the City's Information Technology Services Department (hereafter, "ITSD"), where his primary duty was to staff the ITSD help desk. At the time he was discharged from employment, he had worked for the City for over 32 years.

According to his supervisor, the disciplinary problems which eventually led to Mr. Cook's discharge began in May 2011. His main problem was that he was often away from his desk during work hours. After several unsatisfactory performance reviews, Mr. Cook was given a copy of the ITSD rules of conduct, which set forth the department's disciplinary procedures and "suggested disciplinary actions."³⁶ The rules of conduct classify employee misconduct by groups. Relevant to the Cook Motion are Group II offenses, which include leaving a work area and failure to report absences to a supervisor, and Group IV offenses, which include "wanton or willful neglect in the performance of assigned duties" For Group II offenses, the suggested discipline is a written reprimand for a first offense, a "substantial suspension" for a second offense, and discharge for a third offense. For Group IV offenses, the suggested discipline for a first offense is discharge.³⁷

In September 2012, Mr. Cook failed to report to work, and then called in mid-day to request a vacation day, a Group II violation. Because this was his first Group II offense, he received a written reprimand, on September 18, 2012. The reprimand states, "[u]nless you

³⁶ See Declaration of Cynthia Humphries Pearson (Docket # 10183, Ex. 6A).

³⁷ *Id.*

improve your behavior, this Department **will take action to suspend you from your duties.**”³⁸

On November 16, 2012, Mr. Cook again failed to appear for work or to report his absence to a supervisor. Because this was his second Group II offense, Mr. Cook was suspended from work for five days.

The third major incident took place on July 18, 2013, the same day the City filed bankruptcy. The parties dispute what happened that day, but the City alleges Mr. Cook again failed to appear for work or timely report his absence. Attached to the Cook Motion are two emails to Mr. Cook from Chuck Dodd, the director of the City’s IT department at that time, asking about Mr. Cook’s whereabouts because no one had seen him at his desk. Mr. Dodd sent the first email at 1:14 pm, and the second email at 2:22 pm.³⁹ The City filed bankruptcy at 4:06 pm.

Mr. Cook did not respond to the emails until the following day, when he wrote to Mr. Dodd, “[y]ou must come at times when I’m either at lunch or break but I’m always around. I take calls all day including at 7:30 when I first arrive. You can check the tickets and calls.”⁴⁰

On July 25, 2013, the City created a Disciplinary Action Sheet relating to the July 18 incident with Mr. Cook.⁴¹ The document states:

On July 18, 2013, Cedric Cook violated the following ITS work rules:

1) Work Performance (Group I offense) - Failed to answer in-

³⁸ City of Detroit Written Reprimand Form (bold in original) (Docket # 10183, Ex. 6D).

³⁹ Docket # 10183, Ex. 6G.

⁴⁰ *Id.*

⁴¹ Docket # 10183, Ex. 6I.

coming help desk calls.

2) Leaving the Work Area (Group II offense) - Failed to obtain permission to leave work area for extended period.

3) Neglect of Duty (Group IV offense) - Neglected to perform his assigned duty of answering incoming help desk calls.

As Mr. Cook received a written reprimand on September 18, 2012 and a suspension on November 30, 2012 for violation of ITSD's rules of conduct this violation is a third occurrence and warrants a 30 day suspension pending discharge.

The following day, the City issued a Notice of Suspension to Mr. Cook.⁴² The notice states that the suspension "is with a recommendation for DISCHARGE/PROBATIONARY SEPARATION." The reason listed is "Group IV Offense - Neglect of Duty: Wanton & willful neglect in the performance of assigned duties or in the care, use or custody of any City property. . . ."⁴³

Mr. Cook's labor union, the Senior Accountants, Analysts, and Appraisers Association (the "SAAA"), filed a grievance against the City on Mr. Cook's behalf on August 2, 2013 (the "Grievance").⁴⁴ The Grievance alleges that in deciding to suspend and discharge Mr. Cook following the July 18, 2013 incident, the City violated the City Employment Terms then in effect

⁴² Docket # 10183, Ex. 6J.

⁴³ *Id.*

⁴⁴ Docket # 10183, Ex. 6K. The City and the SAAA dispute whether the claims asserted in the Grievance belong to Mr. Cook or the SAAA. Because the Court finds the claims arose post-petition, it is unnecessary to resolve this issue. For clarity and simplicity's sake, the Court will refer to the claims as belonging to Mr. Cook in this opinion, but this language should not be interpreted as the Court's finding or conclusion on the issue.

for all non-uniform City employees.⁴⁵ The Grievance requests that Mr. Cook be allowed to return to work and be “ma[de] whole.” Following a hearing on August 22, 2013, the City denied the Grievance and shortly thereafter served Mr. Cook with a Notice of Discharge Form, which stated that Mr. Cook’s discharge would become effective on August 24, 2013. The reason listed for his discharge is, again, the Group IV Offense - “Neglect of Duty: Wanton & willful neglect in the performance of assigned duties”⁴⁶

Mr. Cook appealed the denial of the Grievance to arbitration. The arbitrator set a hearing date for June 25, 2015. However, on June 12, 2015, the City advised Mr. Cook that it believed the arbitration was barred by the bankruptcy proceedings and the City’s confirmed Plan. The parties therefore agreed to adjourn the arbitration so the City could file the Cedric Cook Motion and this Court could rule on the issue.

The City argues that Mr. Cook’s claims arose pre-petition because he had been previously disciplined and was aware that a third Group II violation of the ITSD’s rules of conduct would result in his suspension and discharge. As a result, the City says, the claims were discharged by the Plan, and the arbitration proceeding violates the injunction provisions set forth in the Plan. Furthermore, the City argues that because Mr. Cook had a pension claim against the City and voted to accept the Plan, including its release provisions,⁴⁷ he waived the right to pursue any pre-

⁴⁵ City Employment Terms are similar to a collective bargaining agreement in that they govern the terms and conditions of employment for City employees and set forth procedures for employee discipline. The City Employment Terms in effect from April 2012 through July 2014 are attached as Exhibit 1 to the SAAA’s brief filed in response to the Cook Motion (Docket # 10217).

⁴⁶ See City of Detroit Notice of Discharge Form (Docket # 10183, Ex. 6L).

⁴⁷ The City relies on language in Mr. Cook’s ballot which states:

If you accept the Plan, you are voting to approve a release of any

petition claims against the City, including any claims asserted by the SAAA on his behalf.⁴⁸

Finally, the City argues Mr. Cook should not be allowed to file a late proof of claim relating to the Grievance, as he made no attempt to do so during the pendency of the City's bankruptcy case or the Cook Motion.

IV. Applicable law

The Bankruptcy Code defines "claim" as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured" 11 U.S.C. § 101(5). "Congress intended by this language to adopt the broadest available definition of 'claim,'" *Johnson v. Home State Bank*, 501 U.S. 78, 83 (1991) (citations omitted), which includes "'all legal obligations of the debtor, no matter how remote or contingent.'" *In re Huffy Corp.*, 424 B.R. 295, 301 (Bankr.

claims that you have against the State, the City, and other entities in connection with the loss of part of your pension.

If you vote to accept the Plan, you are also voting to approve certain other . . . injunction and release provisions contained in the Plan. . . . Specifically, this release would release all claims and liabilities arising from or related to the City

(Bold in original)(Docket # 10183, Ex. 6N). The Plan's release language states, "each holder of a Claim that votes in favor of the Plan, to the fullest extent permissible under law, will be deemed to forever release, waive and discharge . . . all Liabilities in any way relating to the City" Plan, Article III, Section D.7 at 52 (Docket # 8045).

⁴⁸ The City initially took the position that the claims were discharged and waived as long as they arose pre-*confirmation*. However, the City withdrew these arguments, and now only argues that the claims are discharged or waived if they arose pre-*petition*. See City of Detroit's Supplemental Br. Regarding Its Mot. to Enforce Against Cedric Cook at 2 (Docket # 10711) ("[A]t the hearing, the City withdrew its argument that [the] claim was discharged even if it arose after the commencement of the City's bankruptcy case. The City now withdraws its argument that the claim was released if it arose after the commencement of the City's bankruptcy case. Thus, the City's remaining argument is that the grievance claim was discharged or released under the confirmed Plan of Adjustment if it arose prior to the commencement of the City's bankruptcy case.").

S.D. Ohio 2010) (quoting *Grady v. A.H. Robins Co., Inc.*, 839 F.2d 198, 200 (4th Cir. 1988)).

This broad definition serves the two primary goals of bankruptcy: to ensure that all creditors are treated equitably and to secure a fresh start for the debtor. As the *Huffy* court put it, “a broad definition of claim allows a bankruptcy court to deal fairly and comprehensively with all creditors in the case and, without which, a debtor’s ability to reorganize would be seriously threatened by the survival of lingering remote claims and potential litigation rooted in the debtor’s prepetition conduct.” 424 B.R. at 301.

Ms. Hughes and Haas (on behalf of Summit) both argue that their claims arose post-petition because they had no pre-petition “right to payment”: Ms. Hughes, because she had not lost any material work benefits, an essential element of her state law employment discrimination claims, and Haas/Summit, because neither accident victims nor healthcare providers are entitled to payment for medical care under the Michigan No-Fault Insurance Act until they actually receive or administer the care. Similarly, Mr. Cook argues that his claim arose post-petition because there was no cause to file the Grievance under the City Employment Terms until he was actually suspended and discharged.

Haas/Summit, Ms. Hughes, and Mr. Cook may be correct that their claims were not yet actionable under state law or the City Employment Terms as of the petition date. But the question of when a claim arises under the Bankruptcy Code is governed by federal law. *In re Parks*, 281 B.R. 899, 902 (Bankr. E.D. Mich. 2002) (citations omitted). And, as the above quoted definition of “claim” in Section 101(5) of the Bankruptcy Code indicates, pre-petition claims that are “contingent” or “unmatured,” and thus not presently actionable, may be discharged. *In re Dixon*, 295 B.R. 226, 229-30 (Bankr. E.D. Mich. 2003) (citing *In re Kilbarr*

Corp. v. G.S.A. (In re Remington Rand Corp.), 836 F.2d 825, 830-31 (3rd Cir. 1988)) (other citations omitted) (“Courts have been careful to distinguish when a right to payment arises for bankruptcy purposes, and when the cause of action accrues.”).

In *Parks*, the court explained the meaning of a “contingent” debt, as that term is used in Section 101(5):

A “contingent debt is ‘one which the debtor will be called upon to pay only upon the occurrence or happening of an extrinsic event which will trigger the liability of the debtor to the alleged creditor.’” Thus, a right to payment need not be concurrently enforceable in order to constitute a claim that is dischargeable in bankruptcy. *See Riverwood Int’l Corp. v. Olin Corp. (In re Manville Forest Prods. Corp.)*, 225 B.R. 862, 866 (Bankr. S.D.N.Y. 1998) (“Because contingent and unmatured rights of payment are ‘claims’ under the Code, it is possible that a right to payment that is not yet enforceable at the time of the filing of the petition under non-bankruptcy law, may be defined as a claim within section 101(5)(A) of the Code.”). *See also Kilbarr Corp. v. G.S.A. (In re Remington Rand Corp.)*, 836 F.2d 825, 832 (3rd Cir. 1988) (“[A] party may have a bankruptcy claim and not possess a cause of action on that claim.”).

In re Parks, 281 B.R. at 901-02 (other citations omitted).

By contrast, “it is well-settled that ‘a debt is *noncontingent* if all events giving rise to liability occurred prior to the filing of the bankruptcy petition.’” *In re Redburn*, 193 B.R. 249, 259 (Bankr. W.D. Mich. 1996) (emphasis added) (quoting *Nicholes v. Johnny Appleseed of Wash. (In re Nicholes)*, 184 B.R. 82, 88 (B.A.P. 9th Cir. 1995)).

A “matured claim” is one that is “‘unconditionally due and owing,’” while an “unmatured claim,” is “one which is not yet due and owing.” *In re Cleveland*, 349 B.R. 522, 532 (Bankr. E.D. Tenn. 2006) (citation omitted).

There are limits to how remote or contingent a claim can be, consistent with creditors’

rights to due process. Courts have therefore developed several different tests to decide when a contingent or unmatured claim arises for bankruptcy purposes.

First, the “right to payment” test provides that a claim arises for bankruptcy purposes only after each element of the claim has been established. This test has been widely rejected since it was adopted by the Third Circuit in *Avellino & Bienes v. M. Frenville Co., Inc. (In re Frenville Co., Inc.)*, 744 F.2d 332 (3rd Cir. 1984), and the Third Circuit itself later rejected this test. *See Jeld-Wen, Inc. v. Van Brunt (In re Grossman’s, Inc.)*, 607 F.3d 114, 120 (3rd Cir. 2010) (citations omitted) (overruling the “right to payment” test, and noting that “[t]he courts of appeals that have considered *Frenville* have uniformly declined to follow it”).

Under the second test, the “debtor’s conduct” test, “a claim arises when the conduct by the debtor occurs, even if the actual injury is not suffered until much later.” *In re Parks*, 281 B.R. at 902 (citations omitted). This approach has been criticized, in certain contexts, “as patently unfair to creditors,” particularly where the creditor had no significant pre-petition relationship with the debtor. *Signature Combs, Inc. v. United States*, 253 F. Supp. 2d 1028, 1035 (W.D. Tenn. 2003)).

Third and finally, as explained in *In re Senczyszyn*, 426 B.R. 250 (Bankr. E.D. Mich. 2010), *aff’d*, 440 B.R. 750 (E.D. Mich. 2011):

The most widely adopted test, followed by *Parks* and *Dixon*, has been alternately termed the “fair contemplation,” “foreseeability,” “pre-petition relationship,” or “narrow conduct” test. It looks at whether there was a pre-petition relationship between the debtor and the creditor, “such as contract, exposure, impact or privity,” such that a possible claim is within the fair contemplation of the creditor at the time the petition is filed.

Id. at 257 (quoting *Dixon*, 295 B.R. at 230) (other citations omitted). Under this test, a claim is

considered to have arisen pre-petition if the creditor “could have ascertained through the exercise of reasonable due diligence that it had a claim” at the time the petition is filed. *Signature Combs*, 253 F. Supp. 2d at 1037 (quotation & citations omitted). This test, which the Court will refer to as the “fair contemplation test,” has the advantage of allowing the Court to examine all of the circumstances surrounding a particular claim — the debtor’s conduct, the parties’ pre-petition relationship, the parties’ knowledge, the elements of the underlying claim — and use its best judgment to determine what is fair to the parties, in context. As the *Huffy* court points out, “one approach may not fit all circumstances.” 424 B.R. 295, 303 (Bankr. S.D. Ohio 2010).

The Court will follow and apply the “fair contemplation test” here, because the Court concludes that it is the correct approach.

For the reasons that follow, the Court concludes that Ms. Hughes and Summit were each involved in a pre-petition relationship with the City, such that their claims were within their fair contemplation prior to the date the City filed bankruptcy. As for Mr. Cook, the Court concludes that while he may have been involved in a pre-petition relationship with the City, the claims asserted in the Grievance were not within his fair contemplation prior to the date and time the City filed bankruptcy.

V. Discussion

A. NFA claimants

Haas argues that because the City need not act in order to incur liability for first party benefits under the No-Fault Insurance Act, the only conduct relevant to the Court’s “fair contemplation” analysis is Ms. Williams’ decision to seek medical treatment and Summit’s decision to render the treatment to Ms. Williams. In effect, Haas argues that any claim for post-

petition benefits was not within the parties' fair contemplation prior to the filing of the petition, because Ms. Williams could have decided not to seek the reasonably necessary medical treatment.⁴⁹

The Court disagrees. It is true that the No-Fault Insurance Act assigns liability differently than ordinary principles of fault-based tort law. It is nevertheless clear that a significant pre-petition relationship between Ms. Williams and the City arose simply by operation of the No-Fault Insurance Act when the bus accident occurred, Ms. Williams was injured, and there were no higher priority no-fault insurers responsible for Ms. Williams' first party benefits. Ms. Williams was thereafter entitled to payment from the City for first party benefits, including reasonably necessary medical care. Of course, the City did not actually owe money until Ms. Williams sought out and received the medical care. But that does not mean Ms. Williams' claim did not arise for bankruptcy purposes until the moment she received the care. Rather, her claim arose when the accident occurred that gave rise to her pre-petition relationship with the City, although the claim was contingent on Ms. Williams receiving the medical care (and the care being reasonably necessary, *see* Mich. Comp. Laws § 500.3107). The arrangement is similar to a contractual agreement for indemnification executed pre-petition, which "courts . . . have almost universally held . . . is a prepetition contingent claim." *In re Huffy Corp.*, 424 B.R. 295, 305 (Bankr. S.D. Ohio 2010).

The Court's analysis does not change when Summit, the healthcare provider, is substituted for Ms. Williams, the accident victim. For one thing, Haas explicitly takes the

⁴⁹ *See* Haas Resp. to City of Detroit's Br. at 6-7 (Docket # 10116). Haas/Summit does not argue that Ms. Williams's *need* for post-petition medical treatment was not foreseeable.

position that there should be no difference.⁵⁰

Additionally, under Michigan law, healthcare providers have no greater rights under the No-Fault Insurance Act than do accident victims. In *TBCI, P.C. v. State Farm Mut. Ins. Co.*, 795 N.W.2d 229 (Mich. Ct. App. 2010), TBCI, a healthcare provider, gave medical treatment to Eric Afful following an automobile accident. Mr. Afful's no-fault insurer, State Farm, denied coverage to Mr. Afful on the grounds that the claims he submitted were fraudulent. *Id.* at 230. Mr. Afful unsuccessfully sued for wrongful denial of coverage in separate litigation. *Id.* In that litigation, State Farm prevailed in establishing its fraud claim. TBCI then sued State Farm, arguing that it had an "'independent cause of action' involving a claim of services that 'was not adjudicated in the Wayne County action.'" *Id.* In affirming the trial court's dismissal of TBCI's claim on res judicata grounds, the Michigan Court of Appeals held that:

Plaintiff, by seeking coverage under the policy, is now essentially standing in the shoes of Afful. Being in such a position, there is also no question that plaintiff, although not a party to the first case, was a "privity" of Afful. "A privity of a party includes a person so identified in interest with another that he represents the same legal right. . . ."

Id. at 232 (quoting *Begin v. Mich. Bell Tel. Co.*, 773 N.W.2d 271, 283 (Mich. Ct. App. 2009)); see also *Garden City Rehab, LLC v. State Farm Mut. Auto. Ins. Co.*, No. 320543, 2015 WL 3796373, at *4 (Mich. Ct. App. June 18, 2015) (where no-fault claimant/patient lost claim for coverage in previous lawsuit, plaintiff healthcare provider "was in privity with [no-fault claimant/patient] because plaintiff was required to 'stand in his shoes' in order to recover no-fault benefits from defendant.").

⁵⁰ See audio recording of oral argument at 21:45-23:45 (*available at* Docket # 10186).

Wyoming Chiropractic Health Clinic, PC v. Auto-Owners Ins. Co., 864 N.W.2d 598 (Mich. Ct. App. 2014), does not involve any res judicata or collateral estoppel issues. In that case the Michigan Court of Appeals held that healthcare providers have standing under the No-Fault Insurance Act to bring direct claims against no-fault insurers for recovery of benefits and for interest and attorney fees. *Id.* at 603. However, the court emphasized language in the No-Fault Insurance Act which provides that “personal protection insurance benefits are payable to *or for the benefit of* an injured person.” *Id.* at 601 (emphasis added) (citing Mich. Comp. Laws § 500.3112). Thus, while the providers may bring a direct action, they are only entitled to recover whatever the accident victims themselves are entitled to recover. *See, e.g., Moody v. Home Owners Ins. Co.*, 849 N.W. 2d 31, 46-48 (Mich. Ct. App. 2014) (holding that “the providers’ claims are dependent on establishing [the accident victim’s] claim,” and further noting that if an accident victim “waives” a claim for personal injury benefits, “a service provider’s remedy is to seek payment from the injured person”); *Aetna Cas. & Sur. v. Starkey*, 323 N.W.2d 325, 329 (Mich. Ct. App. 1982) (“Under the [No-Fault Insurance] statute, Aetna could have paid the medical providers for the medical bills incurred by the defendant’s son so long as it was not notified of another claim.”) (abrogated in part on other grounds by *Wyoming Chiropractic*, 864 N.W.2d at 604; *Garcia v. Butterworth Hosp.*, 573 N.W.2d 627 (Mich. Ct. App. 1997)).

Finally, Summit presumably was in a position to determine whether the City, as Ms. Williams’s no-fault insurer, was in bankruptcy before Summit provided any post-petition care to Ms. Williams. Haas does not argue that either Summit or Haas did not have notice of the City’s well-publicized bankruptcy. Summit thus voluntarily associated itself with Ms. Williams’s pre-petition relationship with the City. *See In re Pan American Hosp. Corp.*, 364 B.R. 839, 848

(Bankr. S.D. Fla. 2007) (“Even assuming for sake of argument that [a representative of a decedent’s estate] is considered a new claimant under state law, the chain of events or ‘relationship’ that gave rise to her claim—which is the focus of *bankruptcy* law—unquestionably began with the Hospital’s pre-petition negligent treatment of [the decedent].”).

Under these circumstances, and for the reasons stated above, the Court concludes that Summit’s claim for payment relating to post-petition medical treatment of Ms. Sheila Williams, whether already provided or to be provided, constitutes a pre-petition claim.

B. Tanya Hughes

Ms. Hughes argues that her sex and disability discrimination claim was not within her fair contemplation when the City filed bankruptcy on July 18, 2013; she contends that the fair contemplation test requires that a creditor *know* they will have a claim against a debtor before the debtor files bankruptcy. In other words, if a contingent claim is dependent on the occurrence of an extrinsic event, Ms. Hughes’s position is that the parties must be certain the event will occur before the contingent claim can be within the creditor’s fair contemplation.

Applied to her claim, she argues that as of the petition date, she had no way of knowing whether the arbitrator would affirm the recommendation of dismissal by the police trial board and, had the arbitrator concluded the recommendation to terminate her was without just cause, the City would have been bound by that determination and she would have no claim. Thus, she argues, her claim cannot be said to have been within her fair contemplation as of the petition date, and is therefore a post-petition claim.

For her interpretation of the fair contemplation test, Ms. Hughes relies heavily on a quotation from *In re Chicago, Milwaukee, St. Paul & Pacific R.R. Co.*, 974 F.2d 775, 786 (7th

Cir. 1992), contained in *Signature Combs*, 253 F. Supp. 2d at 1037. In a string cite of cases applying the fair contemplation test to CERCLA⁵¹ environmental liability claims, the *Signature Combs* court characterizes the *In re Chicago, Milwaukee* case as “holding, for discharge purposes, that a CERCLA claim arises when the claimant can ‘tie the bankruptcy debtor to a known release of a hazardous substance which this potential claimant knows will lead to CERCLA response costs.’” *Signature Combs*, 253 F. Supp. 2d at 1037 (quoting *Chicago, Milwaukee*, 974 F.2d at 786). But Ms. Hughes overstates the holding of the *Chicago, Milwaukee* case by limiting her reading of the case to the short quotation contained in *Signature Combs*.

Chicago, Milwaukee is a CERCLA liability case decided under Section 77 of the Bankruptcy Act of 1898. 974 F.2d at 777. Ms. Hughes characterizes the court’s holding as setting forth a general rule that the earliest point at which a creditor can have a contingent claim is when the creditor *knows* all elements of the creditor’s claim will eventually come to fruition. This is incorrect for several reasons. First, the court in *Chicago, Milwaukee* declined to adopt any rule at all; its holding is limited to the facts of that case. *Id.* at 786 (“rather than adopting such a rule, *or any rule*, we explain below that . . .” (emphasis added)). Second, to the extent the court offers an “explanation” of its holding, rather than a rule, it is clear the court applies a broader definition of contingent claim than Ms. Hughes argues:

Just as it was unnecessary for the *Union Scrap* court to derive such a rule that would make the ability to discharge CERCLA claims in the bankruptcy context forever dependent on whether a party first incurs response costs, we find that it is unnecessary to set forth such a rule in this case. For this reason, rather than adopting such a rule, or any rule, we explain below that

⁵¹ CERCLA is the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

when a potential CERCLA claimant can tie the bankruptcy debtor to a known release of a hazardous substance which this potential claimant knows will lead to CERCLA response costs, and when this potential claimant has, in fact, conducted tests with regard to this contamination problem, *then this potential claimant has, at least, a contingent CERCLA claim for purposes of Section 77.*

Id. at 786 (emphasis added) (footnote omitted).

Finally, the *Chicago, Milwaukee* court rejected the argument that the creditor had no claim until it received final results of post-plan consummation soil tests; instead the court finds that the contingent claim could have arisen even before the creditor performed the soil tests — as early as when the creditor was first notified that a pre-petition spill had taken place. *Id.* at 787.

When the fair contemplation test is applied properly, it is clear that Ms. Hughes’s claims arose pre-petition. Ms. Hughes does not dispute that the City’s relevant conduct, what Ms. Hughes calls the “underlying act,” occurred when the DPD refused to make an exception regarding its drug testing policy, on October 5, 2012.⁵² It is undisputed that the police trial board recommended she be dismissed from the DPD on December 3, 2012, and that Ms. Hughes was mailed a written notice of the trial board’s recommendation on December 19, 2012. Ms. Hughes was thus aware of the City’s conduct underlying her employment discrimination claim (its refusal to deviate from its drug testing procedures) and aware that the police trial board recommended dismissal (for her refusal to follow the drug testing procedures) well in advance of the petition date of July 18, 2013.

The Court need not decide precisely when Ms. Hughes’s employment discrimination claim arose for bankruptcy purposes; it is clear that her claim was within her fair contemplation

⁵² See Tanya Hughes’s Resp. and Br. Opposing City of Detroit’s Mot. (Docket # 10005) at 8, ¶ 20.

prior to July 18, 2013, although it may have been contingent on whether the arbitrator affirmed the recommendation of the police trial board, the event that would cause Ms. Hughes to sustain material damages.⁵³ Ms. Hughes may not have *known for certain* that she would have an actionable claim against the City, but certainty is not the standard. The standard is whether the contingent claim was within Ms. Hughes's fair contemplation. Because the "underlying act" occurred pre-petition, the City indicated its intent to dismiss Ms. Hughes pre-petition, and Ms. Hughes was involved in disciplinary proceedings to determine whether the City had just cause to dismiss Ms. Hughes pre-petition, the Court concludes that a bankruptcy claim was within Ms. Hughes's fair contemplation.

C. Cedric Cook Motion

The circumstances of Mr. Cook's employment-related claim differ significantly from those of Ms. Hughes's claims. Mr. Cook's claim against the City is based on the City's decision to discharge Mr. Cook from employment. Mr. Cook first received notice of the City's decision to suspend and discharge him on July 26, 2013, more than a week after the City filed bankruptcy. By contrast, Ms. Hughes was first formally notified of the police trial board's decision to recommend her discharge from employment in December 2012.

The City's position is that Mr. Cook could have fairly contemplated a claim against the City for wrongful termination or discharge when he allegedly failed to report to work on the morning of July 18, 2013. This is because, the City argues, Mr. Cook had been given a copy of

⁵³ For the purpose of this analysis, the Court assumes, but does not rule, that Ms. Hughes's pre-petition suspension with pay does not constitute the adverse employment action required for a claim to accrue under the Elliott-Larsen Civil Rights Act or the Persons with Disabilities Civil Rights Act. The parties dispute this issue, but the Court finds it unnecessary to resolve it.

the ITSD rules of conduct, and was therefore aware that a third Group II violation (leaving the work area and failing to report absence) would result in his discharge.

The City's argument fails. First, Mr. Cook disputes that he committed a third Group II offense by not reporting to work on July 18, 2013.⁵⁴ (If he did, in fact, report to work that morning, he could not have contemplated a claim against the City for wrongful termination based on a third violation of the rules of conduct, because he would not have committed a third violation.) This factual issue would be addressed in arbitration on the Grievance.

Second, even assuming Mr. Cook *did* commit a third Group II violation, the disciplinary actions listed in the ITSD rules of conduct are not mandatory, they are "suggested disciplinary actions."⁵⁵ There is no proof in the record that Mr. Cook was informed that he would in fact be fired if he committed a third Group II offense.⁵⁶ Nor is there proof that the City was *required* by the ITSD rules of conduct (or any other rules) to discharge Mr. Cook. It is not even clear from the record that the City had actually decided to discharge Mr. Cook before the petition was filed. Put simply, the City could have chosen not to discipline Mr. Cook, or it could have chosen to suspend him instead of discharging him.

⁵⁴ This is another difference between Mr. Cook's claim and Ms. Hughes's claim. There is no doubt that Ms. Hughes refused to take the drug test, nor could there be. Her dispute concerns the appropriateness of the DPD policy of requiring that officers disrobe and the City's alleged failure to accommodate her pregnancy.

⁵⁵ See ITSD Rules of Conduct (Docket # 10183, Ex. 6A).

⁵⁶ The Court also notes that both the July 26, 2013 Notice of Suspension and the August 21, 2013 Notice of Discharge indicate Mr. Cook was terminated for committing a Group IV offense ("wanton & willful neglect in the performance of assigned duties") (Docket # 10183, Ex. 6J, 6L). The "suggested disciplinary action" for a *first* Group IV offense is discharge. The only document related to the July 18, 2013 incident that mentions his disciplinary history is the July 25, 2013, Disciplinary Action Fact Sheet.

Unlike in Ms. Hughes's case, the City neither notified Mr. Cook that he would be discharged nor initiated disciplinary proceedings against Mr. Cook for the July 18, 2013 incident until after the bankruptcy petition was filed.

The City points out that the SAAA Grievance states that the "Date Incident Occurred Causing Grievance" is July 18, 2013. The Court has considered this fact, but does not find it controlling in applying the fair contemplation test, in light of the other circumstances discussed above.

The SAAA argues, in part, that Mr. Cook's claim did not arise until he was terminated on August 21, 2013.⁵⁷ The Court's holding today does not go that far. As with the Tanya Hughes Motion, it is unnecessary to determine when precisely Mr. Cook's claim arose. It is sufficient to find that the claim was not within his fair contemplation prior to the City filing its bankruptcy petition. The Court finds that the two cases cited by the SAAA on this point are not persuasive, when applied to Mr. Cook's claim.

In *McSherry v. Trans World Airlines, Inc.*, 81 F.3d 739, 739 (8th Cir. 1996), the court considered whether an employee's claim of "discriminatory termination under the Americans with Disabilities Act (ADA)" arose pre- or post-confirmation.⁵⁸ The employee was terminated before the Chapter 11 plan was confirmed, but did not receive a "right to sue letter" from the United States Department of Labor, a jurisdictional requirement under the ADA, until after the plan was confirmed. *Id.* at 739-40. The court found the employee's claim was a pre-

⁵⁷ See SAAA Br. at 5 (Docket # 10217).

⁵⁸ Under 11 U.S.C. § 1141(d), with certain exceptions, a Chapter 11 plan discharges a debtor of all debts arising pre-confirmation. By contrast, in this case, the City has asked the Court to consider only whether the claims are discharged because they arose pre-petition. See discussion in footnote 48 of this opinion.

confirmation claim, reasoning that “[b]oth the allegedly unlawful actions and the harm occurred on the date of termination.” *Id.* at 740. The court did note that “the ‘occurrence’ in unlawful termination suits is the *termination itself*,” but that was in the context of discussing when an employee can file a “charge” with the Department of Labor under the ADA. *Id.* at 740-41 (emphasis added). More importantly, the court found that the claim had *accrued* when the employee was terminated; the court did not hold that the claim could not have *arisen*, for purposes of the fair contemplation test, earlier than the termination date. *Id.* at 740 (stating that even the *Frenville* test would not “help” the employee “because under [the ADA] his claim accrued at the time of termination, not at the time he received his right to sue letter”). The question of whether the claim was within the employee’s fair contemplation prior to confirmation of the Chapter 11 plan was simply not before the court, because the court found the claim had already accrued by that time.

O’Loghlin v. County of Orange, 229 F.3d 871 (9th Cir. 2000), the other case cited by the SAAA, also involves claims under the ADA. An employee alleged that the County failed to reasonably accommodate her disability on three different occasions — twice prior to confirmation of the County’s Chapter 9 plan,⁵⁹ and once after the plan was confirmed. *Id.* at 873. Citing *McSherry*, the court held that the two claims based on the pre-confirmation incidents were discharged, regardless of when the employee received her “right to sue” letter from the Department of Labor. *Id.* at 874. The court held that the claim based on the third incident was not discharged, reasoning, “[a] suit for illegal conduct occurring after discharge threatens neither

⁵⁹ Applying 11 U.S.C. § 944(b), the court in *O’Loghlin* held that all pre-confirmation debts are discharged. Again, the City asks this Court to only consider whether pre-petition debts are discharged. See discussion in footnote 48 of this opinion.

the letter nor the spirit of the bankruptcy laws.” *Id.* at 875. The majority of the court’s analysis is dedicated to a discussion and rejection of the “continuing violation doctrine” to ADA claims based on post-petition debtor conduct, and to the question of whether the employee should be required to obtain a second “right to sue letter.” *Id.* at 874-77. The court did not consider the fair contemplation test.

Finally, the SAAA and the City dispute whether the City Employment Terms were assumed as an executory contract during the Plan confirmation stage of the City’s bankruptcy. This dispute relates to whether Mr. Cook released his wrongful termination claim by voting to accept the Plan’s treatment of his pension claim, and whether the Plan’s injunction provisions apply to his wrongful termination claim. The SAAA argues that the order confirming the Plan⁶⁰ and the Plan itself both include express exceptions from the waiver and injunction provisions of the Plan, for claims arising from the breach of executory contracts.⁶¹ The City argues that regardless of whether the SAAA’s interpretation of the Plan and Confirmation Order is correct, its argument fails because the City did not assume the City Employment Terms during the bankruptcy. Rather, by the time the Plan was confirmed, the City Employment Terms had been replaced by a new collective bargaining agreement.⁶²

The Court finds it is unnecessary to rule on this issue, and declines to do so. The City has limited its waiver and injunction arguments to pre-petition claims. *See* discussion in footnote 48 of this opinion. Because the Court has concluded that Mr. Cook’s wrongful termination claim

⁶⁰ Docket # 8272.

⁶¹ *See* SAAA Br. at 7-8 (Docket # 10217).

⁶² City’s Reply Br. to SAAA at 2 (Docket # 10285).

arose post-petition for bankruptcy purposes, whether the City Employment Terms were assumed by the City is not important for resolution of the Cedric Cook Motion.

V. Conclusion

For the reasons stated in this opinion, the Court finds the claims addressed in the NFA Motion and the Tanya Hughes Motion arose pre-petition. The Court will enter separate orders granting these two motions in part, as follows:

Haas will be ordered to dismiss, or cause to be dismissed, the currently pending state court lawsuit in which Haas represents Summit regarding care Summit provided to Ms. Sheila Williams (*Summit Med. Grp. (Sheila Williams) v. City of Detroit*, Wayne County Circuit Court No. 14-010025-NF). The dismissal of the Summit case will be deemed to be without prejudice to Summit's right to be paid in accordance with Article IV, Section 5 of the Plan, to the extent Summit has not already been paid. In no event are Haas and Summit permitted to pursue any action to recover attorney fees or interest for any delay in the City's payments.

Ms. Hughes will be ordered to dismiss, or cause to be dismissed, her currently pending state court action concerning her dismissal from the Detroit Police Department (*Hughes v. City of Detroit*, Wayne County Circuit Court No. 15-002536-CD) and will be enjoined from pursuing her claim in any other forum. The injunction and dismissal are without prejudice to Ms. Hughes's right to file a proof of claim in the City's bankruptcy case. For the sake of clarity, the City retains its right to object to Ms. Hughes's proof of claim on any grounds, including untimeliness.

Finally, the Court concludes that the claim addressed in the Cedric Cook Motion constitutes a post-petition claim. The Court will enter an order denying the Cedric Cook Motion.

Signed on April 19, 2016

/s/ Thomas J. Tucker
Thomas J. Tucker
United States Bankruptcy Judge