UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re:

City of Detroit, Michigan,

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Debtor.

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



13-53846-tjt Doc 11142 Filed 05/03/16 Entered 05/03/10

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 selfinsurer 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 Plain 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 prepetition 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,

<u>/s/JUSTIN HAAS</u> 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

<u>/s/ Marguerite Hammerschmidt</u> 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

<u>/s/Karen Nowicki</u> Karen Nowicki Employee of HS&A, P.C.

EXHIBIT 1

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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--NF Hon. Patricia Fresard

Plaintiffs.

۷.

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:

Plaintiff, SUMMIT MEDICAL GROUP, PLLC, is a corporation licensed to 1.

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,

<u>/s/ JUSTIN HAAS</u> 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

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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. 14-010025-NF Plaintiffs. Honorable Patricia Fresard V. 14-010025-NF CITY OF DETROIT, FILED IN MY OFFICE WAYNE COUNTY CLERK Defendant. 6/4/2015 2:07:03 PM CHERYL L. SMITH-WILLIAMS (伊吉波 82) GARRETT JUSTIN HAAS (P53153) HAAS & GOLDSTEIN, P.C. CITY OF DETROIT LAW DEPT. Attorney for Plaintiff Attorney for Defendant 31275 Northwestern Hwy, Ste. 225 2 Woodward Avenue, Ste. 500 Farmington Hills, MI 48334 Detroit, MI 48226 (248) 702-6550; Fax: (248) 538-9044 (313) 237-3068; Fax: (313) 224-5505 jhaas@haasgoldstein.com 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 "<u>all reasonable charges incurred</u> 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. <u>Defendant admits that these payments were not paid within thirty</u> <u>days of receiving reasonable proof in accordance with the No-Fault Act</u> (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 <u>"attorney is entitled to a reasonable</u> 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 <u>question of statutory construction</u> or <u>bona fide question of factual</u> **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. <u>In addition, any recovery of overdue personal protection benefits</u> 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, <u>Plaintiffs' Counsel e-mailed</u> <u>Defendant several times and sent letters asking Defendant to please stop sending</u> <u>payments to the provider directly</u> (Exhibit F, Letter to Defendant; Exhibit H, Email to Defendant). <u>Defendant acknowledged that it was aware that it was to issue</u> <u>payments to Plaintiffs' Counsel and not to Plaintiffs directly</u> (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?

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(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 <u>direct payments to Plaintiffs</u> 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, 2014, 2015, Defendant issued

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, <u>Plaintiff's Counsel e-mailed Defendant several</u> <u>times and sent Defendant letters asking Defendant to please stop sending</u> <u>payments to the provider directly</u> (Exhibit F; Exhibit H). <u>Defendant acknowledged</u>

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. <u>"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</u>" *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."

<u>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</u>. *Combs, supra; Attard v Citizens Ins. Co. of America*, 237 Mich App 311, 317; 602 NW2d 633 (1999) (emphasis added). <u>A rebuttable presumption of undue delay arises when benefits are not paid within thirty days after the insurer receives reasonable proof of loss</u>. 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. <u>The only</u> 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.

CERTIFICATI The undersigned certifies th served upon all parties to the ab of record herein at their respe pleadings on	ove cause to eac	instrument was
By: Overnight Courier Hand Delivered Certified Meil Signature	FAX U.S. Mail Scanned	E mailed E filed Other
Dated: June	.,_	0

Respectfully submitted,

<u>Is/Justin Haas</u> JUSTIN HAAS (P53153) Attorney for Plaintiffs 31275 Northwestern Highway, Suite 225 Farmington Hills, MI 48334 (248) 702-6550

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EXHIBIT A

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STATE OF MICHIGAN

IN THE CIRCUIT COURT, COUNTY OF WAYNE

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

Plaintiffs,

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

vs.

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.

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KELVIN LENTON, 02/18/15

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

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1 2	classes.	1	annum would be applied?
3	Q Can you tell me what your highest level of	2	A Yes.
4	education is.	3	Q And that additionally, if litigation has to be
5	A Law degree.	4	filed to recover unpaid benefits, it's possible
6	Q Okay. Where did you get your law degree?	5	that attorney fees could be awarded based on a
7	A University of Detroit.	6	finding of unreasonable delay or denial?
8	They call it University of Detroit Law, now.	7	A Yes.
9	Q Have you had any certifications or anything	8	Q Mr. Lenton, do you have any medical training or
	outside the City of Detroit outside of York Risk	9	degrees?
10	Management pertaining to adjustment of PIP claims?	10	A No.
11 12	A I have my adjuster's license.	11	Q So when you adjust some of these claims and you're
13	Q Okay. When did you get that?	12	trying to determine necessity and causation of
14	A Somewhere around October of last year.	13	treatment and those sorts of things, you would
14	Q Okay.	14	rely on doctors to kind of make those
16	A September or October of last year.	15	determinations for you?
17	Q Was that	16	A Yes.
18	A Maybe earlier.	1.7	Q Do you personally determine what constitutes a
19	Roughly, August of last year. I'm trying to	18	reasonable rate for service?
20	think. August of last year. Yeah.	19	A No.
	Q Was that part of the transition to York?	20	Q And who do you rely on for that?
21	A Correct.	21	A The bills are excuse me the bills are
22	Q They required that for you to go work there?	22	audited or adjusted.
23 24	A Correct. Yes.	23	Q Okay. Does York do that internally, do you know?
1	Q So, obviously, in all these years I mean, you	24	A Now?
25	have a law degree, all these years adjusting PIP	25	Q Yes.
	Page 6	<u> </u>	Page 8
		1	
.1	claims, you're, obviously, familiar the	1	A Yes
.1	claims, you're, obviously, familiar the No-Fault Act.	1	A Yes. Ω So for this claim after the transition to York
	claims, you're, obviously, familiar the No-Fault Act. A Somewhat.	2	Q So for this claim, after the transition to York
2	No-Fault Act. A Somewhat.	1	Q So for this claim, after the transition to York last year, all of those bills get audited in-house
2 3	No-Fault Act. A Somewhat. Q And you would be familiar with the standard when	2 3	Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York?
2 3 4	No-Fault Act. A Somewhat.	2 3 4	Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York?A It's a division of York, yes.
2 3 4 5	No-Fault Act.A Somewhat.Q And you would be familiar with the standard when no-fault benefits are to be paid?	2 3 4 5	 Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York? A It's a division of York, yes. Q Okay. Do you know how they come up with the
2 3 4 5 6	 No-Fault Act. A Somewhat. Q And you would be familiar with the standard when no-fault benefits are to be paid? A Yes. 	2 3 4 5 6	Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York?A It's a division of York, yes.
2 3 4 5 6 7	 No-Fault Act. A Somewhat. Q And you would be familiar with the standard when no-fault benefits are to be paid? A Yes. Q And bear with me. This is a little bit long, but 	2 3 4 5 6 7	 Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York? A It's a division of York, yes. Q Okay. Do you know how they come up with the adjusted rates? A No idea.
2 3 4 5 6 7 8	 No-Fault Act. A Somewhat. Q And you would be familiar with the standard when no-fault benefits are to be paid? A Yes. Q And bear with me. This is a little bit long, but I'm going to try to summarize that standard. 	2 3 4 5 6 7 8	 Q So for this claim, after the transition to York last year, all of those bills get audited in-house at York? A It's a division of York, yes. Q Okay. Do you know how they come up with the adjusted rates? A No idea.
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3 (Pages 6 to 9)

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1	drop box you put it in?	1 Q And I do just briefly want to run through a couple	
2	A No. It goes into the computer system by our input	2 of things, here, even though I know there's no	
3	people.	3 denial.	
4	Q Okay. Do you have claims processors, then, or	4 You don't dispute that Ms. Williams was	
5	something along those lines?	5 involved in a motor vehicle accident, right?	
6	A It's automatically put into the computer.	6 A Do not dispute.	
7	Q So you do have somebody before you even see a	7 Q And you don't dispute that she sustained some	
8	bill, does it go through that process, it gets put	8 injuries in that accident.	
9	into the computer by data entry personnel?	9 A 1 don't dispute that.	
10	A Yes.	1.0 Q And you also don't dispute that the	
11	Q And then at the same time, it probably goes	11 City of Detroit is first in order of priority to	
12	through the auditing process and also goes to you?	12 pay her PIP benefits for that accident?	
13	A Kind of. The computer makes a sweep every night	1.3 MS. CAMPBELL: Can we go off the	
14	of medical bills and they automatically go for	14 record?	
15	review.	15 MR. PAYNE: Sure.	
16	Q Do you are you notified when the bills come	16 (Off the record.)	
17	in that nightly sweep, are you notified, then,	17 Q (By Mr. Payne) All right. Mr. Lenton, after a	
18	that the bills are in?	18 brief discussion with your attorney, I'm going to	
19	A Yes.	19rephrase the question.	
20	Q For the claims that you handle, obviously.	· · · · · · · · · · · · · · · · · · ·	
21	A Yes.		
22	Q So is it kind of simultaneous, then. You get a	gar and provide the second s	
23	bill in. It gets entered into the computer. It		
24	goes for review for the reasonable rate. And then		
25	it also goes to you at the same time.	Q Okay. Would agree with me that in your time as an	n
		25 adjuster both for the City of Detroit and for York	
	Page 10	Page 12	
1			
1	A Well, not at the same time. The review process	1 that you would not issue payment for benefits	
2	has to take place first and then it comes back to	2 unless you've received reasonable proof for those	
2 3	has to take place first and then it comes back to my computer reviewed.	2 unless you've received reasonable proof for those3 charges?	
2 3 4	has to take place first and then it comes back to my computer reviewed.Q Okay. So you know that it's in, but you don't	2 unless you've received reasonable proof for those 3 charges? 4 A Correct.	
2 3 4 5	has to take place first and then it comes back to my computer reviewed.Q Okay. So you know that it's in, but you don't really have anything to look at until it goes	2 unless you've received reasonable proof for those 3 charges? 4 A Correct. 5 Q So you would agree with me that all benefits paid	
2 3 4 5 6	has to take place first and then it comes back to my computer reviewed.Q Okay. So you know that it's in, but you don't really have anything to look at until it goes through the auditing process.	 2 unless you've received reasonable proof for those 3 charges? 4 A Correct. 5 Q So you would agree with me that all benefits paid 6 specifically on Ms. Williams' claim have been 	
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L						
l	1	A	Yeah, date stamp.	1.	Q	Okay. Everything was handled in-house?
l	2	Q	Is it electronic or is it physically on the	2	Α	Yes.
	3		records?	3	Q	What was kind of the procedure at that point,
l	4	A	I'm not aware how they put it on there	4		then, when you get a bill from a medical provider
	5	Q	Okay.	5		as far as the process from the time it comes in to
	6	A	on the face of the bill.	6		the time that it gets paid or denied?
	7	Q	But in your system, there's a way to kind of bring	7	Α	Similar to York, except we had to send it out to
	8		up maybe a summary of what bills were submitted	8		be audited.
	9		and on what date?	9	Q	Okay. So you did use an outside third-party
	10	Α	Yes.	10		company just to do the auditing portion.
	11	Q	Okay. And you do use I don't know if you call	11	Α	Correct.
	12		it an activity log but you do make notes on	12	Q	But you, personally, would make all the decisions
	13		every claim; is that true?	13		whether it's related to the accident, whether the
	14	Α	Yes.	14		services were necessary, all of the other types of
	15	Q	And you would agree with me that the notes that	15		elements that must be met before you issued
	16		you make are kind of the important or significant	16		payment?
	17		type actions or decisions?	17	Α	Yes.
	18	Α	Yes.	1.8	Q	Generally, how long before it was handled in-house
I	19	Q	And that would include, you know, bill payment or	19		at York would it take for the bills to get
	20		bill receipt, denial bases, that sort of thing?	20		audited?
	21	Α	Yes.	21	А	Could you restate that again?
	22	Q	Would you agree with me that generally for a	22	Q	Sure.
	23		medical provider, that reasonable proof would	23		When you had to send the bill out to get
	24		constitute the billing, the HCFA forms, possibly a	24		audited for an adjusted amount, can you tell me
	25		billing ledger and then the corresponding medical	25		just generally how long that would usually take?
			Page 14			Page 16
	1		recorde0			
	1	٨	records?	1	A	Before York?
	2		Yes.	2	Q	Yes.
	2 3		Yes. Are you aware of any preexisting injuries for	2 3	Q	Yes. It varied. It could be it could be 30 days or
	2 3 4		Yes. Are you aware of any preexisting injuries for Ms. Williams that may come into play in this claim	2 3 4	Q	Yes. It varied. It could be it could be 30 days or a month, sometimes a little longer. It could take
	2 3 4 5	Q	Yes. Are you aware of any preexisting injuries for Ms. Williams that may come into play in this claim at all?	2 3 4 5	Q A	Yes. It varied. It could be it could be 30 days or a month, sometimes a little longer. It could take six weeks.
	2 3 4 5 6	Q A	Yes. Are you aware of any preexisting injuries for Ms. Williams that may come into play in this claim at all? Not to my knowledge, no.	2 3 4 5 6	Q A Q	Yes. It varied. It could be it could be 30 days or a month, sometimes a little longer. It could take six weeks. Okay.
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		T	
1	A Yes.	1	procedure to get the money from the
2	Q Okay. And still, as of today's date there's no	2	City of Detroit and actually pay the claim?
3	denial on this claim?	3	A Yes.
4	A Correct.	4	Q And that still takes the same amount of time?
5	Q Everything that's being submitted is being	5	A It takes time, yes.
6	reviewed for or reviewed, I guess, only for the	6	Q ls that since the bankruptcy in '13, does it
7	adjusted rate and then payment is being issued?	7	take longer now for that part of the process?
8	A Correct.	8	A I can't say that for sure. I'm not certain.
9	Q Okay. Is there an IME scheduled?	9	Q That's fair.
10	A I believe there is.	10	Are there any new procedures since the
11	Q Okay. Would it help	11	transition to York as far as what constitutes
12	A I can't say for certain, though.	12	reasonable proof to pay a provider bill on a
13	Q What's making me ask that is this note in the	13	claim?
14	activity log dated January 7th of 2015, that says	14	A New procedures?
15	there's an IME bill. And then this one says	15	Q Yes.
16	there's an IME notice.	16	A No.
17	Does that help?	17	Q Okay. It seems like I'm just looking through
18	A Okay. So now what's your question, again, now?	18	the log, here, and it looks like there are some
19	Q Is there an IME scheduled, do you know?	19	references to an attending physician report or
20	A Absolutely scheduled.	20	things of that nature.
21	Q Okay.	21	Do you know anything about whether you
22	A Yes. According to this, yes	22	require an attending physician report as to the
23	Q Okay.	23	causation being the motor vehicle accident for the
24	A IME notice.	24	injuries that are being treated?
25	Q Is there a way for you to find out, I mean, in the	25	Is that a York thing or do you know anything
	Page 18		Page 20
		1	
1	materials you have or otherwise, when that's	1	about that at all?
2	scheduled?	2	A Yes, I do.
3	A No. Not from here.	3	Q Okay. And what is your knowledge of that type of
4	Q Okay.	4	report?
5	A It would be in those notes, there.	5	A That's for all new claims.
6	Q You said it would be in these notes?	6	Q All new claims after what date?
7	A It would not be here.	7	A After October 1st.
8	Q Oh, okay.	8	Q Okay. So claims that don't get that haven't
9	Since the transition to York, are you able to	9	been filed until after then; is that
10	process and pay bills a little bit faster?	10	A Correct.
11	A Yes.	11	Q So this claim wouldn't be part of that new
12	Q Okay. And I would imagine that's because it's a	12	procedure.
13	little bit faster having the auditing system be	13	A No.
14	in-house; is that accurate?	14	Q Are there any other new procedures like that aside
15	A Partial, yes.	15	from the attending physician report that you're
16	Q Can you explain the partial?	16	aware of?
17	A I mean, what would be your question in particular?	17	A New procedures?
18	Q So you said it could be anywhere from, you know,	18	Q Right.
19	four to six weeks before the transition to York to	19	A All the no-fault documents need to be in the file
20	get the bills audited by an outside company.	20	before payment can be made.
1 01	A Yes.	21	Q And are those documents created by York?
21		22	A Yes.
22	Q Is it generally shorter than that now that York	3	
22 23	does it in-house?	23	Q Can you briefly describe those documents for me,
22 23 24		23 24	
22 23	does it in-house?	23	Q Can you briefly describe those documents for me,
22 23 24	does it in-house? A Yes.	23 24	Q Can you briefly describe those documents for me, if you know?

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1	Q Yeah.	1	Q Okay. And I think that kind of answers my
2	I mean, is there an Application for Benefits?	2	question that I had about this little note, here.
3	A Yes.	3	What I have is an Explanation of Benefits.
4	Q Sometimes an Affidavit of No Insurance.	4	The process date is June 12th, 2013. And there's
5	A Yes.	5	a handwritten note on here.
6	HIPAA.	6	Is that your handwriting, Mr. Lenton?
7	Q Pardon me?	7	A It appears to be.
8	A A HIPAA form.	8	Q Okay. And it looks like you had indicated not to
9	Q Okay. An authorization.	9	issue payment directly to the providers.
10	A We have a request for a W-9 for providers.	10	Is that accurate?
11	Q Okay.	11	A That is correct.
12	A We have a request for Medicare reporting and an	12	
13	Indemnification Affidavit.	13	Q Okay. And that was likely because I mean, it
14	Q All pretty standard stuff, then.	14	says right there that you were advised by your
15	A Yeah, pretty standard.	15	attorney to do that?
16			A At that time, yes.
17	Q Probably a lot of times those were documents you	16	Q Okay. You are aware that paying strike that.
18	would have liked to see even before the transition	17	If you had known that litigation had
	to York, right?	18	commenced, would you still have issued payment
19	A Yes, we'd send that out.	19	directly to Summit?
20	Q Maybe they weren't necessary. Maybe they were	20	A No.
21	still paying claims. But you would like to have	21	Q And that's probably because you're aware that
22	those in the file.	22	there's an attorney lien claimed on those benefits
23	A They should be in the file.	23	because litigation had been filed?
24	Q And now with the transition to York, is it your	24	A Correct.
25	position or York's position that you don't have	25	Q Is there any way, from looking at this payment
	Page 22		Page 24
1 2	reasonable proof until you have all of those		summary or EOB or whatever you call it, to tell
	documents?	2	when the bills for those dates of service actually
3	A On new claims, correct.	3	came in?
4	Q Okay.	4	A I've never seen this. I'm not sure where you got
5	A Yeah.	5	this from.
6	MR. PAYNE: Can we go off the record	6	Q Okay. It was it was produced to me not I
7	for a second?	7	don't think it was part of we had this in our
8	MS. CAMPBELL: Sure.	8	file. It was probably just came with the
9	(Off the record.)	9	checks.
10	Q (By Mr. Payne) Mr. Lenton, are you aware that	10	A I see.
11	after litigation commenced in this matter that	11	Q So these we have copies what I have in this
12	some payments were issued directly to	12	packet here is copies of the checks that were
13	Summit Medical Group and Summit Physicians Group?	13	issued directly to my clients.
14	A I'm not sure when litigation was instituted.	14	A May I see them?
15	Q Okay. Can you tell me or do you do you	15	Q Absolutely.
16	recall issuing payments in December for a lot of	16	A I've never seen how they look, so
17	my clients' bills?	17	This is the first time I've seen these.
18	A Yes.	18	These are York checks?
19	Q And you were aware that prior to that, litigation	19	MS. CAMPBELL: Are they?
20	had commenced on this?	20	THE WITNESS: I'm asking him.
21	A No, I was not.	21	I mean, can I ask him a question?
22	Q Oh, okay. So the issue, then, was that you	22	MS. CAMPBELL: Oh, sure.
23	weren't even aware that there was litigation on it	23	THE WITNESS: Are these York checks?
24	at all.	24	Because I've never seen a York check. I
25	A Correct.	25	just know they get sent out.
			. , , , , , , , , , , , , , , , , , , ,
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1MR. PAYNE: I believe as. Because1QAnd the date of sarvice is March 10th, 2014.2there were issend in December of last year. SoAYes.3Heware issend in December of last year. SoAA right?4THE WITNESS: Okay, Van, kay, 1SAYes.5see the check numbers. Four digits AndSAYes.6N.S. CAMPBELL: So that indicates aYes.AYes.7MS. CAMPBELL: So that indicates aYes.OSo that would mean may client9THE WITNESS: Yesh.Image: So that would mean may clientPerformed these services and then billed you the sarvice.10Q(thy Mr. Payne) And then after each check there was in the of a sparment scin.Image: So that would mean may client11Vand of a sparment scin.Image: So that would mean may client12AOkay. New ret tooking at. here - it tooks like itImage: So that would mean may client13QSo what were tooking at. here - it tooks like itImage: So that would mean may client14the bille would mean may clientImage: So that would mean may client15AA linght.Image: So that would mean may client16QImage: So that would mean may clientImage: So that would mean may client17AImage: So that would meanImage: So that would mean18Yes.Image: So that would meanImage: So that would mean19December 19th, 2014, right?Image: So that would meanImag				
3I would imagine3QAd it says, here, date billed, March 19th 2014, right4THE WTINESS: Okay, Veah, okay, 15Ad it says, here, date billed, March 19th 2014, right5see the clock numbers. Four digits And 5AYeak, Tress, Yeah, March 19th 2014, right6seAYeak, Processed claim?7MS, CAMPBELL: So that indicates a Yeak processed claim?AYeak, Processed claim?9Q(By Mr. Payne) And then after each check there was hind of a payment summary, Ifyou fip the page. Page Adva, Okay, Proceed Section, Sheid Williams the date of less.AI don't think soc. accessed number of the page. Page Adva, Okay, Proceed Section, Sheid Williams the date of less.AA firdh thinks centre on the ide bills every weak or too.16QThe date of less.16QIs it possible - son the adva discussed area disc?17A Okay, Yes.16QIs it possible - son the son that we had discussed area disc?18QAnd it says foreried March 19th, 2014, to March 19th, 2014, right?1820A dit says foreried March 19th, 2014, to March 19th, 2014, right?1821QAnd it says foreried March 19th, 2014, to March 19th, 2014, right?1822AOkay. Yes.2323Page 26Page 2614Yeak, Yeak, Y	1		-	Q And the date of service is March 19th, 2014.
4THE WITNESS: Okay. Yeah, okay, I567710		-	2	A Yes.
5see the check numbers. Four digits. And so7777MS. CAMPBELL: So that indicates a york processed chain?7Q. So that would mean - so that would mean my client performed these services and then billed you the same day?10Q. (By Mr. Payner) And then after each check three was kind of a payment summary, if you fij the page.10A. I don't think so.11kind of a payment summary, if you fij the page.11Q. And it really doesn't make sense to me, either, because normally they only send out the bills every week or two.10A. I don't think so.13Q. So whitt we'te looking at, here - it looks like it the grou - here's the chain, Sheila Williams to Bay the looking at, here - it looks like it the date of loss.10A. I don't think so.14A. Klight. Crimonity. Some billing companies do monthy.11Q. And it we had check is duted the date of loss.16Q. Is it possible - loow that we had discussed earlier the Answers to Interrogatories with this the date of nom y client somable proof from my client somable proof therm weight there.111120A. Okay, Yes.20Is it possible - loow that we had discussed. earlier of a minute?21Q. And it says for period March 19th, 2014, to March 19th, 2014, right?21Wherever this came in. Is it possible - loow that we had, right is a specific portion of the claim fifte or any wot to tall specifically - but22March 19th, 2014, right?22MR. PAYNE: Yesh, Yesh		-	3	Q And it says, here, date billed, March 19th 2014,
6101111111111111111117MS. CAMPBELL: So that indicates a7QSo that would mean - so that would mean my client9THE WITNESS: Yeah.9So that would mean - so that would mean my client10Q(By Mr. Payro) And then after each check there was10A11MS. CAMPBELL: So that indicates a7QSo that would out the bills12AOkay. Okay. Pa never seen these before.12DAnd it relation on the book like it13QSo that were looking at, ther - it looks like it13ARight. Or monthy. Some billing companies do14tells you - here's the claim, Shella Williams14ARight. Or monthy. Some billing companies do14tells you - here's the claim, Shella Williams16QIs it possibleIs monthy.16QAnd it's thethe class that it's reasonable proof16Is it possibleIs it's possible17AOkay.16QIs it possibleIs it's possibleIs it's possibleIs it's possible18QAnd it's theIt's possibleIs it's possibleIs it's possibleIs it's possible19December 19th, 2014, right?20Is it's possibleIs it's possibleIs it's possible24QIf'so it guess you wouldn't know124MR. PAYNE: Yeah, yeah, yeah, yeah, yeah, yeah, yeah, yeah, yeah, 'each yeah, yeah, yeah, '			4	right?
7 MS. CAMPBELL: So that indicates a 7 Q. So that would meanso that would mean my client 9 THE WTNESS: Yeah. 9 same day? 10 Q. (By Mr. Payne) And then after each check there was kind of a payment summary, if you fly the page. 10 A. Id ont think so. 11 kind of a payment summary, if you fly the page. 11 Q. And it really desent makes ense to me, either, because nomally they only send out the bills every week or two. 12 A. Okay. Okay. The never seen these before. 12 because nomally they only send out the bills every week or two. 14 A flight. The date of loss. 16 Q. Is it possible - I know that we had discussed arriter the Answers to Interrogatories with this list of specific dates that the reasonable proof from my client sample proof from m		see the check numbers. Four digits. And	5	A Yes, I think that's referring to some date of
8York processed claim? THE WITNESS: Yuh.9Introduction that with a mather balance that with the method with the mather balance that with the mather balance that with the mark of the mather balance that with the mather balance that with the same day?10Q (By Mr. Payro, 14) dhan after each check three was kind of a payment summary, if you flip the page.10AI don't link so.11kind of a payment summary, if you flip the page.11QA di ar scheck three was kind of a payment summary, if you flip the page.11Q12AOkay. Ven revers sees on these before.12because normally they only send out the bills every week or two.14tells you - here's the claim, Shella Williams - it and it she - the check is dated13QI is possible - i know that we had discussed earlier the Answers to Interrogatories with this it is to specific dates that the reasonable proof from my cleans came in.17AOkay. Yes.10ARight?18QA di it says for period March 19th, 2014, right?10Is it possible - can 1 get a copy of wherever this came - this information came from? Ms. CAMPBELL: Can we go off the read for a minue?19Parge 26Parge 2811your attorney was pointing to a specific portion of the claim file - or payment log, yeah.1(Off the record.) more information and 1 do kind of want to go on the record with a couple of things.10received the bill from my to tell specifically - but2MR. PAYNE: Okay. Can we go back on real quick?11your attorney was pointing to a specific				service.
9 THE WITNESS: Yeah. 9 and days 10 Q (By Mr. Payne) And then after each check there was the dot far a partimet summary. if you flip the page. 10 A I don't limk as. 11 Q And it really doasn't make sense to me, either, because normally they only send out the bills 12 A Okay. Okay. Ive never seen these before. 11 Q And it really doasn't make sense to me, either, because normally they only send out the bills 13 Q So what we're looking at, here - it looks like it 13 every week or two. 14 A Right. Cf monthly. Some billing companies do monthly. 10 It is normative. For monthly. 16 Q I had it's the - the check is dated 18 18 its of apocific dates that the reasonable proof 17 A Okay. Yes. 10 10 form y clients came in. 15 19 December 19/h, 2014, right? 20 Kerver this came in. 16 Q Is possible - an Iget a copy of 21 Q And it says for proid March 19/h, 2014, to 11 Yes. 23 MR.PAYNE: Yesh, yeah, ye			7	Q So that would mean so that would mean my client
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13 Q So what we're looking at, here - it looks like it tells you - here's the claim, Sheila Williams - 13 every week or two. 14 tells you - here's the claim, Sheila Williams - 14 A Right. Or monthy. A 16 Q The date of loss. 16 Q Is it possible - In therogatories with this list of specific dates that the reasonable proof 17 A Okay. 17 earlier the Answers to Interrogatories with this 18 Q And it sits - the check is dated 16 19 December 19th, 2014, right? 20 18 it possible - can tget a copy of 21 Q And it sits - so I guess you wouldn't know -1 24 23 A Okay. Yes. 23 24 Q If - is it - so I guess you wouldn't know -1 24 25 mean, there's no way to tell specifically - but 25 MR. PAYNE: Veah, yeah, yeah, yeah, yeah, yeah, 25 MS. CAMPBELL: And this payment, 5 MS. CAMPBELL: And this payment, 5 26 MS. CAMPBELL: And this payment, 5 Q (By Mr. Payne) From the documents that we have 7 THE WITNESS: That's correct. Yes. 7 March 19th of			11	Q And it really doesn't make sense to me, either,
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16for on the Explanation of Benefits, potentially?16A Correct.17A Possibly, yes.17Q Because this says it was stamped Received by18Q That was March 19th, 2014?18the City of Detroit October 6th, 2014, this19A Yes.19Explanation of Benefits form, it seems to me like20Q Okay. So here's the Explanation of Benefits that20at some point these bills were received by the21corresponds with that payment.21City of Detroit?22A Okay.22A Correct.23Q And it's the process date on this document is23Q Then they went through the claims process, they24September 24th, 2014, right?24got audited, they were deemed payable, right?25A Okay. Yes.25A Correct.	14	guess I could probably find would it be	14	happened, but we're pretty sure it wasn't the same
17APossibly, yes.17QBecause this says it was stamped Received by18QThat was March 19th, 2014?18the City of Detroit October 6th, 2014, this19AYes.19Explanation of Benefits form, it seems to me like20QOkay. So here's the Explanation of Benefits that20at some point these bills were received by the21corresponds with that payment.21City of Detroit?22AOkay.22ACorrect.23QAnd it's the process date on this document is23QThen they went through the claims process, they24September 24th, 2014, right?24got audited, they were deemed payable, right?25AOkay. Yes.25ACorrect.	15	would it have that information that I'm looking	15	day, right?
18QThat was March 19th, 2014?18the City of Detroit October 6th, 2014, this19AYes.19Explanation of Benefits form, it seems to me like20QOkay. So here's the Explanation of Benefits that20at some point these bills were received by the21corresponds with that payment.21City of Detroit?22AOkay.22A23QAnd it's the process date on this document is23Q24September 24th, 2014, right?24got audited, they were deemed payable, right?25AOkay. Yes.25A	16 .	for on the Explanation of Benefits, potentially?	16	A Correct.
19AYes.19Explanation of Benefits form, it seems to me like20QOkay. So here's the Explanation of Benefits that20at some point these bills were received by the21corresponds with that payment.21City of Detroit?22AOkay.22ACorrect.23QAnd it's the process date on this document is23QThen they went through the claims process, they24September 24th, 2014, right?24got audited, they were deemed payable, right?25AOkay. Yes.25A	17	A Possibly, yes.	17	Q Because this says it was stamped Received by
19AYes.19Explanation of Benefits form, it seems to me like20QOkay. So here's the Explanation of Benefits that20at some point these bills were received by the21corresponds with that payment.21City of Detroit?22AOkay.22ACorrect.23QAnd it's the process date on this document is23QThen they went through the claims process, they24September 24th, 2014, right?24got audited, they were deemed payable, right?25AOkay. Yes.25A		Q That was March 19th, 2014?	18	· · · ·
20QOkay. So here's the Explanation of Benefits that corresponds with that payment.20at some point these bills were received by the City of Detroit?21corresponds with that payment.21City of Detroit?22AOkay.22A23QAnd it's the process date on this document is September 24th, 2014, right?23Q25AOkay. Yes.25A26Correct.25ACorrect.	19	A Yes.	19	
22 A Okay. 22 A Correct. 23 Q And it's the process date on this document is 23 Q Then they went through the claims process, they 24 September 24th, 2014, right? 24 got audited, they were deemed payable, right? 25 A Okay. Yes. 25 A	20	Q Okay. So here's the Explanation of Benefits that	20	
23 Q And it's the process date on this document is 23 Q Then they went through the claims process, they 24 September 24th, 2014, right? 24 got audited, they were deemed payable, right? 25 A Okay. Yes. 25 A Correct.		corresponds with that payment.	21	City of Detroit?
24 September 24th, 2014, right? 24 got audited, they were deemed payable, right? 25 A Okay. Yes. 25 A	22	A Okay.	22	A Correct.
24September 24th, 2014, right?24got audited, they were deemed payable, right?25AOkay. Yes.25ACorrect.	23	Q And it's the process date on this document is	23	Q Then they went through the claims process, they
	21		21	
Page 27 Page 29		September 24th, 2014, right?	24	got audited, mey were deemed payable, fight?
Page 27 Page 29			[
		A Okay. Yes.	[A Correct.

8 (Pages 26 to 29)

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

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Γ

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	
19	
20	
21	
22	
23	
24	
25	
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Ехнівіт В

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Individual Patient Balance Form

Release date through			05/12/15
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	יינט אין		nizaran arwana anisara ana ini ini ini ini ana anisari a niana minana anisari
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

All, BalanceForm v2.20

* 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

e,			
Name:	Contact Details:		
S. Bazzy	[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	Inform	ation	1									
Name WILL	IAMS, S	SHIELA	A		ŀ	Acct#	4210	Phone 313-2	08-0596	Cash Bal	0.00	
Title	DR 01	Ref J	JANKO	VSK Mari	ital Unkn	nown	SSN 383-80-569	6 Work		Ins Bal	17,757.99	
Address 48	Address 4821 METTETAL DETROIT, MI 48221									Birthday	06/25/1965	
Alert L/M	ADJ 6/2	1/13 N	NEED E	PI		Kanna Norref Barnarde Lavra Lar		******		First Visit	06/24/2013	
Note KEL	Note KELVIN LENTON Last Date 02/16/2015											
Policy In	format	ion										
Financial C	ode C	от і	Ins Co	deYORK	1	Insur	ed's Name WILL	IAMS, SHIELA		Relation Self		
ID No# CD	MI-0080)A9		Group Nur	nber	Phone 313-208-0596			-0596	Birthday06/25/1965		
Address 4	821 ME	TTET	AL DE	ETROIT, MI	48221			411-41		Participate Yes		
INS Name & YORK RISK		••	GROUP	, PO BOX 1	183188,	COLL	JMBUS, OH 432	18		Assignm	ent Yes	
Financial C	ode LG	S	Ins Coo	deHAAS	1	nsure	d's Name WILL	AMS, SHIELA		Relation Self		
ID No# 383	805696			Group Num	nber			Phone 313-208-	0596	Birthday06/25/1965		
Address 4	821 ME	TTETA	AL DE	TROIT, MI	48221					Participa	Participate Yes	
INS Name & ATTY JUST			275 NC	ORTH WEST	TERN HV	NY,F	ARMINGTON H	ILLS, MI 48334		Assignm	ient Yes	
Diagnosi	s Infor	mati	on: 72	44 / 7194	6 / 729	91 /	E9290 /					

Transactions

Claim	Service	Proc			Service	Expect	Pat	Cash	Ins F	Participat		Balan	се	
No	Date	Code	DX	DR	Charge	Ins	Charge	Paid	Paid	Adjust	Adjust -	Cash	Ins	RefID
756	06/24/2013	8 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

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THOMAS by Genius Solutions Inc. (PATDETAIL.FRX) (FINREP.KEYID=20)

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ELSAND AND AND AND AND AND AND AND AND AND	Service	Proc			Service	Expect	Pat	Cash		Participat		Balar		
No 8242	Date 01/14/2014	Code	DX 7291	DR 01	.	Ins	Charge	Paid	Paid 0.00	Adjust 40.00	Adjust	Cash 0.00	0.00	RefID 30326
8242	01/14/2014		7291	01	40.00 35.00	40.00 35.00	0.00 0.00	0.00 0.00	0.00	alaan karan karan sharan shara shara	0.00 0.00	0.00	0.00	30320
8467	03/19/2014	CHARGE AND	7840	01	660.00	660.00	0.00	0.00	397.96		0.00	0.00	0.00	31373
8467	03/19/2014		7840	01	660.00	660.00	0.00	na ana ang ang ang ang ang ang ang ang a	397.96	and a better stands and	0.00	0.00	0.00	31373
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8712	03/19/2014	and a second states of the second	7840	01	385.00	385.00	0.00	0.00	158.60	vilas andronas e co	0.00	0.00	0.00	32751
8858	03/19/2014		7220	20	1,195.00	1,195.00	0,00	0.00	1,195.00		0.00	0,00	0.00	33478
8858	03/19/2014		7220	20	10.00	10.00	0.00	0.00	10.00	an generative to generative	0.00	0.00	0.00	33479
9808	04/17/2014	estatos: Ho	7231	01	600.00	600.00	0.00	0.00	0.00	NERSERATION N	0.00	0.00	600.00	37265
9808	04/17/2014	-13 M. 17 M. 1	7231	01	500.00	500.00	0.00	0.00	0.00	The Oracle State	0.00	0.00	500.00	37266
9808	04/17/2014		7231	01	35.00	35.00	0.00	0.00	0.00	AND SCHOOL	0.00	-12003 Shited Shite	35.00	37267
9808	04/17/2014		7231	01	35.00	35.00	0.00	0.00	0.00	an a	0.00		35.00	37268
10270	04/17/2014	99213	7228	3 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	V588	anan mara	240.00	240.00	0.00	0.00	240.00	The second second second	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	V588	3 06	240.00	240.00	0.00	a Karbatan K	0.00	eren er en der der er	0.00	erskie en se na he	240.00	a rekiyaka na shi
12807	07/15/2014		7840	eenamoone	600.00	600.00	0.00	r toern sklar meandoren h	0.00	- Million and the sector decay of the	saats waatshattaans oo	an boltado filonenes e recourt	600.00	veloanemisto auron
12807	07/15/2014	GINE 49800	7291	01	1,000.00	1,000.00	0.00	0.00	0.00	and the state of the second	0.00	in projeko presidente († 1997) 1	1,000.00	aaaggaach dhi bhol
12807	07/15/2014	1911-102 MC1 /1 1914-101.9	7840	01	400.00	400.00	0.00	www.compositional.com	0.00	an an space and a	0.00	a wei nizzia a si a a a	400.00	mate a sub-traction of
12807	07/15/2014	0.01999-0-0	7840	01	40.00	40.00	0.00	and the part of the state	0.00	aventeredaya etc	0.00	ND (1989-559-6729-1	40.00	a and an
12807	07/15/2014	a contractor	7840	- Antonio da la composi-	35.00	35.00	0.00	a na shaka a na shekara	0.00	second second at the second second	0.00		35.00	and a second and a second
13294	07/15/2014	1942-04-04-9 1942-04-04-9	7228 [.]	skeeddig (*	250.00	250.00	0.00	understation and a state of the s	0.00	an ta tha tha tha tha tha tha tha tha tha	n de la Calendaria	SAME DE CARSENSE AN	250.00	en er Stade state st
13294	07/15/2014	1900-00-01-010-01	V588	ann an seo	230.00	230.00	0.00	and the structure of the	0.00	and the second second		nel el prompto de risco	230.00	CONVERSION OF
er so conste	sko da je nako da s	en sterns statet	NAMON PROVIDEN	Bandrake	Sector Contractor Contractor	istration and the s	Eksterninister i Harr	4880 9684 6996 4493 1	Sarata a Sa	an a	N Goldzberg (Marson)	1999/2012/2012/2013	Weiselander State	No. 1995 Store Store
14476	08/18/2014	ena e Alta alta	7202	120100-0010-001	370.00	370.00	0.00	autoritum contractor	0.00	en and Schrödicher Sectors (193	un de trevente de	CONTRACTOR CONTRACTOR	370.00	MACHINARA AND AND AND AND AND AND AND AND AND AN
14476	08/18/2014	Restration	V588	STANKS OF	240.00	240.00	0.00	45884242848469	0.00	n i jago kara sangan sang	le kontraktionen.		240.00	www.agalitescolory
15371	09/16/2014	1703 Ser Sen Jaco	7291	01	370.00	370.00	0.00	te Bace à l'Associates de	0.00	naa Kimedon Maarey Salaa	0.00	ogenera al gobarto de se	370.00	waxaanaa ahaa ahaa ah
15371	09/16/2014	49.69.69 9.0	71946	Стародная	90.00	90.00	0.00	969499394903 24 9364~	0.00	Contraction of the second s		eseministration and an	90.00	
15371	09/16/2014	s a server a server a	71946	a na sa sa s	80.00	80.00	0.00	N DE RARE NAS PEREN	0.00	ener de la recepción.	seriestas nasz	5 - 5 - 6 (a) - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	80.00	"'e d w dd gares yd ad e
15371	09/16/2014	Strateration	9590	19866/8658	290.00	290.00	0.00	Self. Contraction of the	0.00	CALCENTS FOR SHORE	X820.02500-23	an a	290.00	NEXTERNAL CONTROL
15371	09/16/2014		V588	1911/1020-00	240.00	240.00	0.00	rena conta these the con-	0.00		AND INCOMENTATION	Adalah Germania Mahada A	240.00	unisti konstantat for son of
16291	10/16/2014	a a a se	7840	01	250.00	250.00	0.00	astantantina an	109.43		17.(1892) (A.S.M. 1978)	an a	0.00	NSC 22889 CA 1221
17175	11/18/2014	ogradi og karanta	7291	06	1,200.00	1,200.00	0.00	0.00	296.20	1,051.90	ana	- INSIGN COMPANY AND A	-148.10	Sami al fundatoria de servicio de
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
	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	V588	3 06	250.00	250.00	0.00	0.00	500.00	0.00	0.00	0.00	-250.00	80472
	13	-5384	46-tit	Do	oc 11142	-2 Fil	ed 05/0	3/16 F	- ntered	05/03/1	6 16·44	1.29 Pa	age 30	of

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THOMAS by Genius Solutions Inc. (PATDETAIL.FRX) (FINREP.KEYID=20)

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Claim No	Service Date	Proc Code	DX	DR	Service Charge	Expect Ins	Pat Charge	Cash Paid	Ins Paid	Participat Adjust	Adjust ⁻	Balar Cash	nce Ins	RefID
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	J 7231	00000-00000000000000000000000000000000	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	PARAD	J 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	J 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
1128	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	17231		0.00	0.00	0.00	0.00	0.00	0.00	524.08	0.00	0.00	86215
0270	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
9399	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
9593	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
9612	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
9612	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
9612	02/16/2015	20000000000000000000000000000000000000	7291	01	140.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	96666
9612	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
7175	04/14/2015	Contraction and the second	********	alonio staten	0.00	0.00	0.00	0.00	1,122.01	0.00	0.00	0.00	0.00	109351
7175	04/14/2015	20125341 <u>0</u> 1859-03			0,00	0.00	0.00	0.00	0.00	0.00	1,192.99	0.00	0.00	109352
6291	04/29/2015	(Managametric and a state	REPROPERTY.	-	0.00	0.00	0.00	0.00	109.43	0.00	0.00	0.00	0.00	109386
6291	04/29/2015	SONGRAMME	018161955		0.00	0.00	0.00	0.00	0.00	0.00	140.57	0.00	0.00	109387
7557	04/29/2015	ana kata mangarata	An Andrew and the co		0.00	0.00	0.00	0.00	158.60	0.00	0.00	0.00	0.00	109388
7557	04/29/2015	CHINGISTERIA			0.00	0.00	0.00	0.00	0.00	0.00	211.40	0.00	0.00	109389
7175	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

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THOMAS by Genius Solutions Inc. (PATDETAIL.FRX) (FINREP.KEYID=20)

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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

Gene	eral li		iatic)n												tranteitteinen kanne sakki oc
Name \	WILLI	AMS, S	SHIE	LA				Acct#	323	300	PI	1 0ne 313-2	08-0596	Cash Ba	I	0.00
Title	[DR 01	Ref	FJANK	OWS	SK Ma	r ital Unk	known	SSN	383-80-5	696 V	Vork		Ins Ba	42	2,684.50
Addres	ss 482	21 ME	ГТЕТ	TAL	DETF	ROIT, MI	48221		-4					Birthda	ay 06/	25/1965
Alert	L/M A	DJ 8/1	9/13	NEED	D EPI						*****			First Vi	i sit 12/	20/2012
Note	KELV	IN LEP	IOTV	N							inen de la constituir de l			Last Da	ate 05/	22/2013
Polic	y Inf	orma	tion									an a	a an		ang ang sa	
Financ	cial Co	ode /	٩A	Ins (Code	CITY		Insur	ed's N	lame Wil	LLIAMS	, SHIELA		Relat	ion Self	
ID No#	A32	950-00	2704	1 1	G	roup Nu	mber	- 			Phon	e 313-208-	0596	Birth	day 06/2	5/1965
Addres	ss 48	21 ME	TTE	TAL		ROIT, M									cipate	
I NS Na CITY O				W DE	T , FI	RST NA	TIONAL	BUILD	ING ,	DETROI	T, MI 48	226		Assig	gnment	Yes
Financ	cial Co	ode LG	3	Ins (Code	HAAS		Insure	d's Na	ame WIL	LIAMS,	SHIELA		Relat	t ion Self	
ID No#	: 3838	805696	5		Gr	oup Nu	mber				Phone	313-208-0	0596	Birth	day 06/2	5/1965
Addres	ss 48	21 ME	TTE	TAL	DETI	ROIT, M	48221					<u> </u>		Parti	cipate	Yes
	IUSTI	N HAA	S,3								HILLS,	MI 48334		Assi	gnment	Yes
Diagn	10313			TIOD'	1225	<u> 178</u> /	10 / 33	2270	7150	6 /						
de líCoste e taxado	Servic	ons e Pro	<u></u>			Service	Expe	ct Pa	옷이나 다 같은 다 맛있다.	Cash		Participat	Adluset	Balan		DefiD
Claim { No l	Servic Date	ons	oc de	DX 72252	01	Service Charge	Experies Experies	ct Pa Cha	at rge	Cash Paid	Paid	Adjust	Adjust	Cash	Ins	RefID
Claim (No l 14159 ⁻	Servic Date 12/20/2	ons e Pro Co 012 992	oc de 15	DX	DR	Service	Experience Ins 400.0	ct Pa Cha 0	at	Cash			Adjust 0.00 0.00			49822
Claim (No l 14159 (14799 (Servic Date 12/20/2 01/14/2	ons e Pro Co 012 992	DC de 15 13	DX 72252	DR 01	Service Charge 400.00	Exper Ins 400.0 200.0	ct Pa Cha 0	at rge 0.00	Cash Paid 0.00	Paid 0.00	Adjust 0.00 0:00	0.00	Cash 0.00	Ins 400.00	49822 53518
Claim 8 No I 14159 14799 (15541 (Servic Date 12/20/2 01/14/2 02/11/2	ons e Pro Co 012 992 013 992	DC de 15 13 13	DX 72252 7220	DR 01 01	Service Charge 400.00 200.00	Experience Ins 400.0 200.0 200.0	ct Pa Cha 0 0 0	at rge 0.00 0.00	Cash Paid 0.00 0.00	Paid 0.00 0.00	Adjust 0.00 0.00 97.75	0.00 0.00	Cash 0.00 0.00	Ins 400.00 200.00	49822 53518 57094
Claim (No l 14159 (14799 (15541 (16045 (16242 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2	DNS e Pro Co 012 992 013 992 013 958 013 646	DC de 15 13 13 64 13	DX 72252 7220 7220 7231 33383	DR 01 01 01 13 01	Service Charge 400.00 200.00 200.00 1,125.00 800.00	Exped Ins 400.0 200.0 200.0 1,125.0 800.0	ct Pa Cha 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00	Cash Paid 0.00 0.00 0.00 0.00 0.00	Paid 0.00 0.00 102.25 1,069.52 0.00	Adjust 0.00 0.00 97.75 55.48 0.00	0.00 0.00 0.00	Cash 0.00 0.00 0.00	Ins 400.00 200.00 0.00	49822 53518 57094 59616 60449
Claim I NO I 14159 I 14799 I 15541 I 16045 I 16242 I	Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2	Processor e Processor CO 012 992 013 992 013 992 013 958 013 958 013 958 013 958	DC de 15 13 13 64 13 73	DX 72252 7220 7220 7231 33383 33383	DR 01 01 01 13 01 01	Service Charge 400.00 200.00 200.00 1,125.00 800.00 300.00	Exper Ins 400.0 200.0 200.0 1,125.0 800.0 300.0	Ct Pa Cha 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00	Paid 0.00 0.00 102.25 1,069.52 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	Cash 0.00 0.00 0.00 0.00 0.00 0.00	Ins 400.00 200.00 0.00 800.00 300.00	49822 53518 57094 59616 60449 60450
Claim (No l 14159 (14799 (15541 (16045 (16242 (16242 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2	Pro Co 012 013 992 013 013 913 913 913 958 013 013 958 013 013 958 013 958 013	DC de 15 13 13 64 13 73 85	DX 72252 7220 7220 7231 33383 33383 33383	DR 01 01 13 01 01 01 01	Service Charge 400.00 200.00 200.00 1,125.00 800.00 300.00 3,600.00	Expecting 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0	Ct Pa Cha 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00	49822 53518 57094 59616 60449 60450 60451
Claim (No l 14159 (14799 (15541 (16045 (16242 (16242 (16683 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2	e Pro Co 012 992 013 992 013 992 013 958 013 646 013 958 013 055 013 992	DC de 15 13 13 64 13 73 85 04	DX 72252 7220 7231 33383 33383 33383 7220	DR 01 01 13 01 01 01 01 21	Service Charge 400.00 200.00 1,125.00 800.00 3,600.00 400.00	Exper Ins 400.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0	Ct Pa Cha 0 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00 400.00	49822 53518 57094 59616 60449 60450 60451 62376
Claim S No I 14159 1 14799 1 15541 0 16045 0 16242 0 16242 0 16242 0 16243 0 16245 0 16246 0 16242 0 16243 0 16245 0	Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2	Pro Co 012 013 992 013 013 913 913 913 958 013 013 958 013 013 958 013 958 013	DC de 15 13 13 64 13 73 85 04 13	DX 72252 7220 7231 33383 33383 33383	DR 01 01 13 01 01 01 21 01	Service Charge 400.00 200.00 1,125.00 800.00 300.00 3,600.00 400.00 200.00	Experience Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 200.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0	ait rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00	Adjust 0.00 97.75 55:48 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00 400.00 200.00	49822 53518 57094 59616 60449 60450 60450 60451 62376 64862
Claim S 14159 1 14799 (15541 (16045 (16242 (16242 (16645 (16242 (16242 (16645 (17265 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2	Pro Co 012 992 013 992 013 992 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958	DC de 115 13 13 64 13 73 85 04 13 26	DX 72252 7220 7231 33383 33383 33383 7220 7291	DR 01 01 13 01 01 01 01 21	Service Charge 400.00 200.00 1,125.00 800.00 3,600.00 400.00	Exper Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 200.0 230.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00 400.00	49822 53518 57094 59616 60449 60450 60451 62376 64862 64863
Claim S No I 14159 1 14799 (15541 (16045 (16242 (16242 (166483 (17265 (17265 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2	Pro Co 012 992 013 992 013 992 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 952 013 992 013 992 013 989	DC de 15 13 64 13 73 85 04 13 26 72	DX 72252 7220 7231 33383 33383 33383 7220 7291 7231	DR 01 01 13 01 01 01 21 01 01 01	Service Charge 400.00 200.00 1,125.00 800.00 300.00 3,600.00 400.00 230.00	Exper Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 200.0 230.0 385.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00 400.00 200.00 230.00	49822 53518 57094 59616 60449 60450 60450 60451 62376 64862 64863 64864
Claim S 14159 1 14159 1 14799 1 15541 1 16045 1 16242 1 16242 1 16242 1 16242 1 16242 1 17265 1 17265 1 17205 1 17205 1	Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2	Pro Co 012 992 013 992 013 992 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 992 013 989 013 LO1	DC de 15 13 13 64 13 73 85 04 13 26 72 51	DX 72252 7220 7231 33383 33383 33383 7220 7291 7231	DR 01 01 13 01 01 01 21 01 01 01 21	Service Charge 400.00 200.00 1,125.00 800.00 300.00 3,600.00 400.00 230.00 385.00	Expect Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 230.0 385.0 7,513.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00	Ins 400.00 200.00 0.00 800.00 300.00 3,600.00 400.00 200.00 230.00 385.00	49822 53518 57094 59616 60450 60450 60451 62376 64862 64863 64864 64038
Claim S No I 14159 1 14799 (15541 (16045 (16242 (16242 (16683 (17265 (17265 (17072 (Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/28/2	Process e Process 012 992 013 992 013 992 013 958 013 958 013 958 013 958 013 958 013 958 013 958 013 992 013 992 013 992 013 913 013 225	DC de 115 13 13 64 13 73 85 04 13 26 72 51 52	DX 72252 7220 7231 33383 33383 33383 7220 7291 7231 7231 7231 7231	DR 01 01 13 01 01 01 21 01 01 01 21 21	Service Charge 400.00 200.00 1,125.00 800.00 300.00 3,600.00 400.00 200.00 230.00 385.00 7,513.00	Exper Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 230.0 230.0 385.0 7,513.0 4,400.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Ins 400.00 200.00 0.00 800.00 3,600.00 400.00 230.00 385.00 7,513.00	49822 53518 57094 59616 60449 60450 60451 62376 64863 64863 64863 64864 64038 64039
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Claim S No I 14159 1 14799 1 15541 0 16045 0 16242 0 16242 0 16242 0 16243 0 17265 0 17265 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0	Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/28/2 03/28/2 03/28/2 03/28/2 03/28/2	Process e Process 012 992 013 992 013 992 013 958 013 958 013 958 013 958 013 958 013 952 013 952 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 225 013 228 013 2013	20 de 15 13 13 64 13 73 64 13 73 64 13 73 64 13 73 64 13 73 52 51 52 52 46 51 36 51 36 51 52	DX 72252 7220 7231 7231 33383 33383 7220 7291 7221 7231 72271 72271 72271 72271 72271	DR 01 01 13 01 01 21 01 01 21 21 21 21 21 21	Service Charge 400.00 200.00 1,125.00 800.00 300.00 200.00 230.00 230.00 385.00 7,513.00 4,400.00 3,400.00 2,700.00 750.00	Expect Ins 400.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 230.0 230.0 3,513.0 4,400.0 4,400.0 3,400.0 2,700.0 7,50.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	Adjust 0.00 97.75 55:48 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Ins 400.00 200.00 0.00 800.00 3,600.00 200.00 230.00 385.00 7,513.00 4,400.00 3,400.00 2,700.00 7,50.00	49822 53518 57094 59616 60449 60450 60451 62376 64862 64863 64864 64039 64040 64041 64042 64043
Claim S 14159 1 14799 1 15541 0 16045 0 16242 0 16242 0 16242 0 16242 0 16242 0 17265 0 17265 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17072 0 17073 0	Servic Date 12/20/2 01/14/2 02/11/2 02/26/2 03/09/2 03/09/2 03/09/2 03/09/2 03/09/2 03/28/2 03/28/2 03/28/2 03/28/2 03/28/2 03/28/2	Pro Co 012 992 013 992 013 992 013 992 013 992 013 958 013 958 013 958 013 958 013 959 013 992 013 992 013 925 013 225 013 228 013 228 013 228 013 228 013 228 013 228 013 228 013 228 013 225	DC de 115 13 64 13 64 13 64 13 64 13 64 13 64 73 85 04 13 26 72 51 52 46 51 36 51	DX 72252 7220 7231 33383 33383 33383 7220 7231 72271 72271 72271 72271 72271 72271 72271	DR 01 01 01 13 01 01 21 01 21 21 21 21 21 21 21 21 01	Service Charge 400.00 200.00 1,125.00 800.00 3,600.00 400.00 230.00 230.00 3,513.00 4,400.00 3,400.00 3,400.00 3,756.50	Exper Ins 400.0 200.0 200.0 1,125.0 800.0 300.0 3,600.0 400.0 230.0 230.0 230.0 7,513.0 4,400.0 3,400.0 3,400.0 2,700.0 7,50.0	Ct Pa Cha 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	at rge 0.00	Cash Paid 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Paid 0.00 102.25 1,069.52 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	Adjust 0.00 97.75 55.48 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cash 0.00	Ins 400.00 200.00 0.00 800.00 3,600.00 230.00 230.00 230.00 3,85.00 7,513.00 4,400.00 3,400.00 2,700.00 3,756.50	49822 53518 57094 59616 60449 60450 60451 62376 64862 64863 64863 64864 64038 64039 64040 64041 64042 64043
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 THOMAS by Genius Solutions Inc. (PATDETAIL.FRX) (FINREP.KEYID=20)
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Claim	Service	Proc			Service	Expect	Pat	Cash	Ins	Participat		Bala	nce	
No	Date	Code	DX	DR	Charge	Ins	Charge	Paid	Pald	Adjust	Adjust	Cash	Ins	RefID
17073	03/28/2013	3 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

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 Doc 11142-2
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 Page 33 of

 is Solutions Inc. (PATDETAIL.FRX) (FINREP.KEYID=20)

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

RxBilling

Patient Statement

Statement Date: 05/12/2015

1/2

Amount Due: \$10,249.80

PAYMENT DUE

Patient:		Facility;
Patient ID:	89MEGX3K99	Name:
Name:	WILLIAMS, SHIELA	Address:
Address:	4821 METTALE	
	DETROIT MI 48221	Phone:
		Fav

Patient ID: SMMECX3X99 (Mathews 5: 4021 METTALE DETROIT ML 46221) Name: Summit Medical Group Particle ID: Name: Patient ID: Summit Medical Group Patient ID: DS: Mathews 5: 501 Server Lane, 202 (Mathews 10: 501 Server Lane, 202 Patient ID: Terranaction Log: DS: Mathews 10: 501 Server Lane, 202 (Mathews 10: 500 Server Lane, 200 (Mathews	Patient:		[F:	aciliity;					
Address: 4821 METTALE DETROIT MI 48217 Dearborn MI 48127 Phone: Dearborn MI 48127 Fax: Dearborn MI 48127 Fax: Dearborn MI 48127 DOS RX # NDC Description Transaction Log: DOS RX # NDC Description Riv [Cheruge: Dial 21203 Payments[Adjustment]Balance D1021/2013 100381 3324-1034-90 NUERONTM 3000G CAP 90 175.00 175.00 D1021/2013 100381 3324-1034-90 NUERONTM 3000G CAP 90 175.00 877.00 D1021/2013 100381 3324-1034-90 NUERONTM 3000G CAP 90 175.00 177.00 D111/9/2013 101168 3324-1036-90 NURANG TAB 100 17.30 1,165.30 D111/9/2013 101169 3324-1036-90 NURANG TAB 60 12.00 1,734.00 D119/2014 10477 3324-1036-90 NURANG TAB 60 12.00 1,734.00 D119/2014 104767 3324-1036-90 NURANG TAB 60 12.00 1,734.00 D19/2014									
DETROIT MI.48221 Phone: (31) 581-3255 Pax: (31) 581-3255 Pax (31) 581-3255 Pox Pax (31) 581-3255 Pax Pax (31) 581-3255 Pox Pax Pax (31) 581-3255 Pax (31) 581-3255 Pox Pax Pax (31) 581-3255 (31) 581-3255 Pox Pax Pax (31) 581-3254 (31) 581-3254 Pox					2				
Pa: (313) 581-3755 COS RX # NDC Description Transaction Log: D10/12/013 10381 3326-1034-90 NERKONTIN 300MG CAP 90 175.00 276.20 D10/12/1031 10383 3326-1036-60 ULTRAM SOMG TAB 60 101.20 276.20 D10/12/1031 10384 3326-1036-60 NANAX XMC TAB 60 120.0 561-40 D10/12/1031 10384 3326-1036-60 NANAX XMC TAB 60 126.00 177.30 11.65.20 D11/19/2013 101168 3326-1036-60 NARCSIN SOMG TAB 60 11.20 1.737.40 D11/19/2013 101107 3326-1060-60 NANK XMG TAB 60 101.20 1.737.40 D11/19/2013 101107 3326-1060-40 NANK XMG TAB 60 101.20 1.737.40 D11/19/2014 104075 3326+1000-49 NEROSTIN BOMG TAB 90 175.00 2.468.80 D19/2014 104075 3326+1000-49 NEROSTIN BOMG TAB 90 175.00 <t< td=""><td>Address:</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	Address:								
DOS RC# INUC Description Rtry Payments [Adjustments [Adjustsments [Adjustments [Adjustments	L	DETROIT							
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DOS. Ref. # NUC Description Furty Payments Adjustment@latance 10/21/2013 10381 3252-0499 NURCAMP NURCAMP 175.00 175.00 10/21/2013 103382 3252-0105-60 ULTRAM SOMG TAB 60 112.00 561.40 10/21/2013 10338 33261-005-60 XNAX TAB 60 256.20 677.50 11/19/2013 101168 33261-005-60 XNAX XK TAB 60 256.20 1,165.80 11/19/2013 101168 33261-005-60 XNAX XK TAB 60 112.00 1,453.40 11/19/2013 101168 33261-005-60 XNAX XK TAB 60 112.00 1,736.40 11/19/2013 101171 33261-005-60 ULTRAM SOMG TAB 60 101.20 1,736.40 11/19/2013 101171 33261-005-40 ULTRAM SOMG TAB 60 101.20 1,736.40 11/19/2014 104763 33261-004-40 NURPCOYN SOMG TAB 90 166.00 2,2481.00 111/19/2014 10476				т	ansa	action Log:			
10/21/2013 100281 33261-003+90 HURONTIN 300MG CAP 90 175.00 175.00 10/21/2013 100283 33261-0276-60 ULTRAM SOMG TAB 60 101.20 276.20 10/21/2013 100283 33261-0276-60 ULTRAM SOMG TAB 60 126.00 561.40 10/21/2013 100285 33261-020-60 XANAX 2MG TAB 60 126.00 575.00 992.60 11/19/2013 101163 33261-020-60 XANAX 2MG TAB 60 126.00 1,778.00 11/19/2013 101163 33261-020-60 XANAX 2MG TAB 60 126.00 1,778.00 11/19/2013 101170 33261-010-64 ULTRAM SOMG TAB 60 126.00 2,131.80 21/8/2014 104075 33261-002-60 XANAX 2MG TAB 60 166.00 2,163.80 21/8/2014 104075 33261-002-60 XANAX 2MG TAB 60 166.00 2,163.80 21/8/2014 104075 33261-002-60 XANAX 2MG TAB 60 166.00 2,464.80 <td>DOS</td> <td>Rx #</td> <td>NDC</td> <td></td> <td></td> <td></td> <td>Payments</td> <td>Adjustments</td> <td>Balance</td>	DOS	Rx #	NDC				Payments	Adjustments	Balance
10/21/2013 100383 33261-0278-60 LORTAB 1004G-500MG CII TAB 120 173.20 449.40 10/21/2013 100384 33261-050-60 ANAXX 2MG TAB 60 1256.20 8617.60 11/19/2013 101168 33261-050-60 ANAXX 2MG TAB 60 1256.20 1277.80 11/19/2013 101168 33261-020-60 ANAXX 2MG TAB 60 122.00 1,737.80 11/19/2013 101170 33261-050-60 ANAXX 2MG TAB 60 120.00 1,737.80 11/19/2013 101170 33261-050-60 ANAXX 2MG TAB 60 101.20 1,635.20 31/19/2014 104075 33261-005-60 ULTRAM SOMG TAB 60 101.20 1,736.40 31/19/2014 104075 33261-004-90 NEURONTIN 300MG CAP 90 175.00 2,666.80 51/19/2014 105505 33261-004-90 NEURONTIN 300MG CAP 90 175.00 2,664.80 51/19/2014 105505 33261-004-90 NEURONTIN 300MG CAP 90 175.00 2,646.80 51/19/2014 105505 33261-004-90 NEURONTIN 300MG CAP 90 <td>10/21/2013</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>· ·</td> <td></td>	10/21/2013							· ·	
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	3/19/2014	104076	33261-0500-60	XANAX 2MG TAB	60)	-	20.01	7,727.30

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5/12/2015						RxBillin	g		
	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 TA	B 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 TA	B 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 TA	B 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 TA	B 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 TA	B 90	136.00	-		9,992.10
	4/15/2015	112290	33261-0500-60	XANAX 2MG TAB	60	257.70			10,249.80
	L				Total:	11,896.60	1,626.79	20.01	

Amounts Past Due:

Date Rage: Payment Due:		30 ~ 59 513.20	1 × × ×	90 - 119 469.70	120 - 149 513.20	150 - 179 513.20	100 66375	Balance Due: 10.249.80
- aymente baet	010120	010.20	3,3,20	107.70	515.20	313.20	7)217.10	10,247.00

Please Submit \$10,249.80 Payment To: Tax Id: Summit Medical Group 8560 SILVERY LN, 202 DEARBORN MI 48127

https://www139938486-ttlserver/cochain3st242421R01ethere@05/03/1670xxternee@05/03/16 16:44:29 Page 35 of 2/2

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

Employer Identification Number: 454013724

			Patient Demograp	phics			
Address:	8673 ASHTON AVE DETROIT, MICHIGAN 48228		SSN: Employment Status: Student Status: Phone:	(313) 208-0596	Acct.Type: Gender: DOB / Age: Marital Status Email:	Workers Comp Female 06/25/1965 s:	ensation 49 years
Provider:	LARAN LERNER						
		· · · · · · · · · · · · · · · · · · ·	Current Insurance Inf	ormation			
			Responsible Pa	rty			
Name:	SHEILA WILLIAMS	Email:		Address:		ITON AVE , MICHIGAN 482	28
Primary Phone Secondary Pho							
	Primary						
Payer: Address: Phone: Insured Name: Insured DOB:	CITY OF DETROIT 2 WOODWARD AVE SUIT DETROIT, MICHIGAN 482 (313) 237-0406 SHEILA WILLIAMS 06/25/1965						
Address:	8673 ASHTON AVE DETROIT, MICHIGAN 482	28					
SSN: Group Number Group Name: Member ID:	: A32950-002704						
			Transactions Poste	bd			
Effective Date 01/13/2015	Place of Service Di	escription/ agnoses	T DONE W/NERV TST LIN	Status/ Rendering 1 Ready		ebits Cred	its Bal/Una \$ 1,150.8

Date	Flace of Service	Diagnoses	Rendening Frovider		
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		
<u></u>			Totals: 3	\$ 4,046.20	\$ 4,046.20
Total Charge	es:	\$ 4,046.20	Current Patier	nt Balance:	\$ 4,046.20
Patient Payn	nents:	\$ 0.00	Current Ins Ba	alance:	\$ 0.00
Insurance Pa	ayments:	\$ 0.00	Current Accou	int Balance:	\$ 4,046.20
Total Adjustr	nents:	\$ 0.00			
Total Unappl	lied:	\$ 0.00			

Ехнівіт С

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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.

HAAS & GOLDSTEIN, PC

13-005468-NF FILED IN MY OFFICE WAYNE COUNTY CLERK 4/25/2013 3:02:36 PM CATHY M₄ GARRETT

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.

> > <u>By: /s/JUSTIN HAAS</u> 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.

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13-53846-tjt Doc 11142-2 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 38 of

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.

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13-53846-tjt Doc 11142-2 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 39 of 68

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,

<u>/s/ JUSTIN HAAS</u> 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

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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 M₄ 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.

> > <u>By: /s/JUSTIN HAAS</u> 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.

13-53846-tjt Doc 11142-2 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 41 of 68

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.

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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,

<u>/s/ JUSTIN HAAS</u> 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

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STATE OF MICHIGA THIRD JUDICIAL CIRC WAYNE COUNTY		R	RETURN OF	SERVICE	CASE NO. 14-010025-NF
	ond summo	ons. You must mak	e and file your retu	er than 91 days from the date of fi rn with the court clerk. If you are	-
		CERTIFICATE	AFFIDAVIT OF	SERVICE / NONSERVICE	
OFFICI	R CERT	IFICATE	OR	AFFIDAVIT	OF PROCESS SERVER
I certify that I am a sheriff, de court officer, or attorney for a that: (notarization not required)					that I am a legally competent officer of a corporate party, and
I served personally a cop	y of the sun	nmons and complai	nt,		
I served by registered or together with			-	opy of the summons and complai	nt,
		ved with the Summon			
					on the defendant(s):
Defendant's name		Complete addre	ess(es) of service		Day, date, time
			,		
I have personally attempt to complete service.	ed to serve	the summons and o	complaint, together	with any attachments, on the foll	owing defendant(s) and have been un
Defendant's name		Complete addre	ess(es) of service		Day, date, time
					
I declare that the statements al	ove are tru	e to the best of me	information, know	ledge and belief.	
Service fee Miles tra	aveled	Mileage fee \$	Total fee	Cionoturo	
\$ \$		3	\$	Signature	
		\$	D	Name (type or print)	
\$ \$	e me on			Name (type or print) Title	Michigan.
\$ \$ Subscribed and sworn to before		Date	,	Name (type or print) Title County,	-
\$ \$ Subscribed and sworn to before	e	Date Signa	ature:	Name (type or print) Title County, clerk/Notary public	-
\$ \$ Subscribed and sworn to befor My commission expires:	e	Date Signa	ature:	Name (type or print) Title County, clerk/Notary public	-
\$ \$ Subscribed and sworn to befor My commission expires:	e gan, County	Date Signa	ature: Deputy court	Name (type or print) Title County, clerk/Notary public	
\$ \$ Subscribed and sworn to beform My commission expires: Date Date Notary public, State of Michig I acknowledge that I have reconstruction	ie gan, County sived servic	Date Signa	ature:, Deputy court WLEDGMENT (and complaint, toge on	Name (type or print) Title County, clerk/Notary public DF SERVICE ether with Attachments	-
\$ \$ Subscribed and sworn to before My commission expires: Date Notary public, State of Michig I acknowledge that I have reconstructed	ie gan, County sived servic	Date Signa	ature:	Name (type or print) Title County, clerk/Notary public DF SERVICE ether with Attachments	

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 M₇ 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.

> > <u>By: /s/JUSTIN HAAS</u> 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.

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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

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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.

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Respectfully submitted,

<u>/s/ JUSTIN HAAS</u>

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

2 Woodward Ave., Detroit MJ 48226

THIS CASE IS ASSIGNED TO JUDGE Patricia Perez Fresard Bar Number: 39787					
Plaintiff			Defendant		
SUMMIT MEDICAL GROUP, PLLC		v	CITY OF DETROIT		
Plaintiff's Attorney			Defendant's Attorney		
Justin Haas, P-53153					
31275 Northwestern Hwy Ste 225					
Farmington Hills, MI 48334-2533					
CASE FILING FEE		JUR	Y FEE		
X Case Filing Fee - \$150.00			Jury Fee - \$85.00		
ISSUED	THIS SUMMONS EXPIRES	DEP	UTY COUNTY CLERK		
8/ 4/2014	11/ 3/2014	File &	& Serve Tyler		
*This summons is invalid unless served on or before its expiration date.		CATI	HY 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.	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.

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

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EXHIBIT D

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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, Ml 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 <u>campc@detroitmi.gov</u>

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

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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
т	

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.

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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.

Kélvin Lenton, York Risk Services Group Senior Claims Adjuster

Dated: _2/15/15----

Respectfully submitted, CITY OF DETROIT LAW DEPARTMENT

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

Dated

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

WARRING: THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW. - PAPER WILL TURN GROWN IF CHEMICALLY ALTERED - FLUGHEGGENT FIBERG ALGO ENBEDDED INTO THIS DOCUMENT 18.9 CITY OF DETROIT (D/7175) AUTO AND GENERAL LIABILITY RESERVE Comorida Bank & Trust N.A. REF. NUMBER 9-9/720 5000 Bradenton Avenue Dublin, OH 43017 CDMI-0080A3 DATE CHECK NO Rist Bist 12/19/2014 1026 York PAY ONE THOUSAND TWO HUNDRED FIVE AND 0/100 AMOUNT SUMMIT PHYSICIANS GROUP PO BOX-77000 DEPT-771721 DETROIT, MI 48277 TO THE ORDER OF Authorized Signatura "ODO1026" CO7200096: 1853088910 *0000 **1** 20 500 * Pls 185 Page 155 of 200 Entered 05/03/16 16:44:29 13-53846-tjt Doc 11142-2 Filed 05/03/16 Page 56 of

Mailing Information:

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

Claim NumberCDMI-0080A3ClaimantWilliams, SheliaDate of Loss05/10/2012Check Number1026Check Date12/19/2014Check Amount\$1,205.00Type of Payment

IP 10 MEDICAL NO FAULT

Location200010-NA A20000 Dept of TransportationAdministration - Not Applicable 1301 E Warren AvFor Pariod03/19/2014 to 03/19/2014InvoiceNo9857234Handling Office196-Chicago P&C - Ford, Columbus, OHDetailSHEILA WILLIAMS/COMPUTED TO LOW OSMOLA

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÷., Comerica Bank & Trust N.A. CITY OF DETROIT (D/7175) AUTO AND GENERAL LIABILITY RESERVE 5000 Bradenton Avenue REF. NUMBER CDMI-0080A3 0-9/720 Dublin, OH 43017 DATE CHECK NO York Rish 12/19/2014 1029 PAY THREE HUNDRED FORTY-NINE AND 43/100 AMOUNT ***\$349.43 SUMMIT PHYSICIANS GROUP PO BOX-77000 DEPT-771721 DETROIT, MI 48277 TO THE ORDER OF 1. Authorized Signature 100000349431 "0001029" #072000096# 1853088910" 15 Page 149 of 200

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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 Check Amount Type of Payment

12/19/2014 \$349.43

IP 10 MEDICAL NO FAULT

Location For Period InvoiceNo Handling Office Detail

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

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credit: 12/23/2014 process: 12/23/2014 lockbox: 771721 batch: 417 item: 4 check: 1025 amount: USD 795.92 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 1. 3 Section Comérica Bank & Trust N.A. CITY OF DETROIT (D/7175) AUTO AND GENERAL LIABILITY RESERVE REF. NUMBER 9-9/920 ð CDMI-0080A3 5000 Bradenton Avenue Dublin, OH 43017 Services DATE CHECK NO York Risk 12/19/2014 1025 PAY SEVEN HUNDRED NINETY-FIVE AND 92/100 AMOUNT ***\$795.92 4 2 SUMMIT PHYSICIANS GROUP PO BOX-77000 DEPT-771721 DETROIT, JMI 48277 TO THE ORDER OF Authorized Signature 100000795921 1853088910* B PIS

Page 98 of 200

Mailing Information.

See. 2

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

IP 10 - MEDICAL NO FAULT

Location200010-NA A20000 Dept of Transportation - Administration -- Not-Applicable-1201-E Warren AvFor Period03/19/2014 to 03/19/2014InvoiceNoP857236Handling Office196-Chicago P&C Ford, Columbus, OHDetailSHEILA WILLIAMS/INJECTION

Page 99 of 200

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

NING: THIS DOCUMENT CONTAINS A THUE WATERMARK - HOLD TO LIGHT TO VIEW TURN BROWN IF CHEMICALLY ALTERED + FLUORESCENT FIBERS ALSO EMBEDDED INTO THIS DOCUME CITY OF DETROIT (D/7175) AUTO AND GENERAL LIABILITY RESERVE 5000 Bradenton Avenue Dublin, OH 43017 Comerica Bank & Trual N.A. S. N 18 York Risk Services Group, REF. NUMBER 9-9/720 CDMI-0080A3 DATE CHECK NO 12/19/2014 1027 PAY SEVEN HUNDRED ELEVEN AND 68/100 32 AMOUNT ***\$711.68 SUMMIT PHYSICIANS GROUP PO BOX-77000 DEPT-771721 DETROIT, MI 48277 TO THE ORDER OF s, 2 Authorized Signature /0000071168/ "0001027" 1:0720000961: 1853088910"

ZB Pls

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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 Check Amount Type of Payment

12/19/2014 \$711.68 IP 10 MEDICAL NO FAULT

Location For Period InvoiceNo Handling Office Detail

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

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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 & TRUE WATERMARK - HOLD TO LIGHT TO VIEW ... PAPER WILL TURN URDWN IF CHEMICALLY ALTERED . FLUORFSCHNT FIBERS ALSO ENBEDDED INTO THIS DOCUMENT ê. $\{r_{ij} \in \mathcal{F}_{ij}\}$ $\mathbb{E}_{\mathbb{N}}$ ä Ne state Comerica Bank & Trust N.A. CITY OF DETROIT (D/7175) York Risk Services Group. AUTO AND GENERAL LIABILITY RESERVE 5000 Bradenton Avenue REF. NUMBER 9-9/720 CDMI-0080A3 Dublin, OH 43017 DATE CHECK NO 12/19/2014 1022 PAY EIGHT HUNDRED FIFTY-ONE AND 59/100 AMOUNT ***\$851.59 SUMMIT MEDICAL GROUP PO BOX-77000 DEPT-771475 DETROIT, MI 48277 TO THE ORDER OF Authorized Signalure 100000851591 "0001022" "072000096" 1853088910" DB PLS Page 1 of 82 13-53846-tjt Doc 11142-2 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 64 of 68

Mailing Information.

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

Claim NumberCDMI-0080A3ClaimantWilliams, SheliaDate of Loss05/10/2012Check Number1022Check Date12/19/2014Check Amount\$851.59Type of Payment

IP 10 - MEDICAL NO FAULT

Location200010-NA A20000 Dept of TransportationAdministration - Not Applicable 1301 E Warren AvFor Period03/19/2014 to 03/19/2014InvoiceNoR028174Mandling Office196-Chicago P&C Ford, Columbus, OHDetailSHEILA WILLIAMS/TRAMADOL, ALPRAZOLAM, HYDROCODONE, NAPROXEN, GABAPENTIN

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EXHIBIT F

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Attorneys and Counselors

Haas & Goldstein

A Professional Corporation

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

January 7, 2015

Celesta Campbell, Esg. 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,



JH/pj

EXHIBIT G

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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:	R028174
INSURED.	WILLTAMS
CLAIM REP	LENTON, KELVIN

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

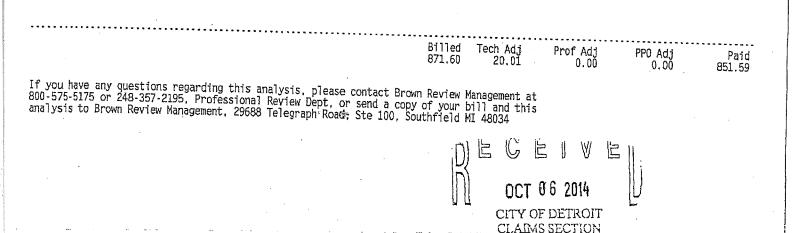
SUMMIT MEDICAL GROUP/8560 N DEPT 771475 PO BOX 77000 DETROIT, MI 482771475

PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER. PATIENT ACCOUNT NO DIAGNOSIS CODE 1. DIAGNOSIS CODE 2. DIAGNOSIS CODE 3. DIAGNOSIS CODE 4	S1ETUQ5DFF	1699088468 *	DATE OF INJURY: DATE POSTED DATE BILLED DATE RECEIVED SERVICE FROM DATE SERVICE TO DATE:	09/25/2014 03/19/2014 09/16/2014 03/19/2014
Service Date NDC C			 	****

	NDC COUP	Beeninder							
		Description	Units	Billed	Tech Adj	EB	Prof Adj EN	PPO Adj EP	Paid
03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256.20 173.20 166.00 175.00	4.00 4.01	01 01 01 01 01	· · · · · · · · · · · · · · · · · · ·	0.00 0.00 0.00 0.00 0.00	97.20 252.19 169.20 162.00
01 776-							0.00 .	0.00	171.00

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



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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

PROVIDER NAME/ADDRESS:

SUMMIT MEDICAL GROUP/8560 N

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

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 , SHIELA

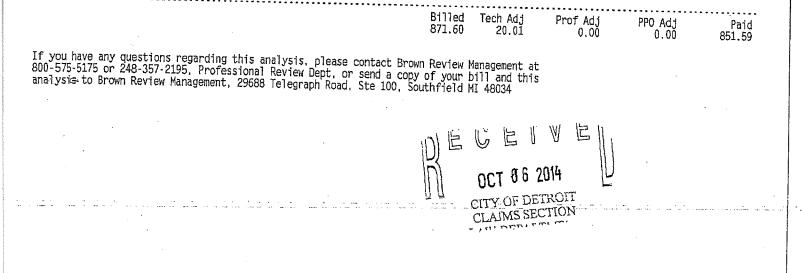
CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

DEPT 771475 PO BOX 77000 DETROIT, MI 482771475 FEIN / NPI NUMBER.: 80-0585968 1699088468 * PATIENT ACCOUNT NO: SIETUQ5DFF DIAGNOSIS CODE 1..: DIAGNOSIS CODE 2..: DIAGNOSIS CODE 3..: DIAGNOSIS CODE 4..:

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

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



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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..: R028174 INSURED....: WILLIAMS , SHIELA CLAIM REP...: LENTON, KELVIN

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

DIAGNOSIS CODE 1: DIAGNOSIS CODE 2: DIAGNOSIS CODE 2: DIAGNOSIS CODE 3: SERVICE FI	NJURY: 05/10/2012 ED: 09/25/2014 ED: 03/19/2014 IVED: 09/16/2014 ROM DATE.: 03/19/2014 O 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 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256.20 173.20 166.00 175.00	4.00 4.01 4.00 4.00	01 01 01 01 01 01	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	97.20 252.19 169.20 162.00 171.00

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

B111ed 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 œ. 匚 E OCT 06 2014 CITY OF DETROIT CLAIMS SECTION LUTTERATION C

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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

PROVIDER NAME/ADDRESS:

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

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

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

. SHIELA

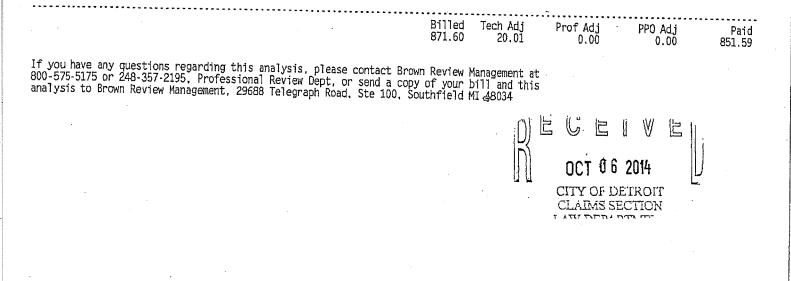
CLAIMANT NAME/ADDRESS:

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, .:

	NDC Code	Description	Units	Billed	Tech Adj	EB	Prof Adj E		Paid
03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256.20 173.20 166.00 175.00	4.00 4.01 4.00	01		0,00 0,00 0,00 0,00 0,00 0,00	

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



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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 .: NAIC/SELF INS: BILL NUMBER:	999000482			
INSURED	WILLIAMS LENTON, KELVIN	•	,	SHIELA

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

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

PAILENT ACCOUNT NO:	45-4013724 1275805491 * 378858P4210 722.0 DISPLACED CERVICAL INTER
DIAGNOSIS CODE 2: DIAGNOSIS CODE 3: DIAGNOSIS CODE 3: DIAGNOSIS CODE 4	E92.90 LATE EFFECTS MOTOR VEHIC

Service Date	POS	Proc Billed	1100 1010		Dun	Units	Billed	Tech Adj E	EN	PPO Adj EP	Paid
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0.0Ō 0.00 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 (~

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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, KU	, SHIELA	
PROVIDER NAME/ADDRESS:	CLAIM	NT NAME/ADDRESS	
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277	5841 /	MS. SHIELA RTILAN T. MI 48228	•
FEIN / NPI NUMBER.: 45-4013724 : PATIENT ACCOUNT NO: 378858P4210 DIAGNOSIS CODE 1: 722.0 DISPI DIAGNOSIS CODE 2: E92.90 LATE DIAGNOSIS CODE 3: DIAGNOSIS CODE 4:		2014 2014	·
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If you have any questions regarding t 800-575-5175 or 248-357-2195, Profess analysis ⇔ Brown Review Management, p	is analysis, please contact Brown Review Management at Ional Review Dept, or send a copy of your bill and this 29688 Telegraph Road, Ste 100, Southfield MI 48034		
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CITY OF DETROIT CLAIMS SECTION

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER. .: P857234 DETROIT, MI 48226 (313) 237-3017 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN , SHIELA PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277 WILLIAMS. SHIELA 5841 ARTILAN DETROIT, MI 48228 FEIN / NPI NUMBER.: 45-4013724 1275805491 * PATIENT ACCOUNT NO: 37885894210 DIAGNOSIS CODE 1..: 722.0 DISPLACED CERVICAL INTER DIAGNOSIS CODE 2..: E92.90 LATE EFFECTS MOTOR VEHIC 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 DIAGNOSIS CODE 4... 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 001 1 -----1195.00 0.00 03/19/2014 0.00 0.00 11 Q9967 Q9967 1195.00 Low osmola 1 001 10.00 0.00 0.00 0.00 10.00 Billed Tech Adj Prof Adj PPO Adj Paid 1205.00 0.0Ŏ 0.0Ŏ 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 G L OCT 0 G 2014 CITY OF DETROIT CLAIMS SECTION Filed 05/03/16^{1,5 8}Entered 05/03/16 16:44:29 Page 8 of 58

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DIRECT ALL PATMENT INQUIRIES AND REQUESTS FOR REC	CONSIDERATION 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:	CLAIMANT NAME/ADDRESS:
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI™248277	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
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02 The charge exceeds the usual and customary charge.	240.00 0.00 0.00 0.00 240.00
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If you have any questions regarding this analysis, please contact B 800-575-5175 or 248-357-2195, Professional Review Dept, or send a c analysis to Brown Review Management, 29688 Telegraph Road, Ste 100.	Brown Review Management at copy of your bill and this Southfield MI 48034
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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 PROVIDER NAME/ADDRESS:		CLAIM NUMBER.: 99 NAIC/SELF INS: 99 BILL NUMBER: P6 INSURED: WI CLAIM REP: LE	99000482 856896 ILLIAMS	SHIELA RESS:	
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277			WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48220	8	
FEIN / NPI NUMBER.: 45-4013724 12758054 PATIENT ACCOUNT NO: 3710270P4210 DIAGNOSIS CODE 1: 722.83 POSTLAMINECT DIAGNOSIS CODE 2: 722.81 POSTLAMINECT DIAGNOSIS CODE 3: 720.2 SACROILIITIS DIAGNOSIS CODE 4: V58.83 ENCTR THERAP	omy synd lum omy synd cer	DATE OF INJURY DATE POSTED DATE BILLED DATE RECEIVED SERVICE FROM DATE. SERVICE TO DATE	: 05/10/2012 : 09/24/2014 : 05/19/2014 : 09/16/2014 : 04/17/2014		
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CARRIERS' EXPLANATION OF BENEFITS

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CARRIER: CITY OF DETROIT - DOT/LAW 2 WODDWARD AVENUE STE 500 DETROIT. MI 48226 (313) 237-3017		CLAIM NUMBER.: 999 NAIC/SELF INS: 999 BILL NUMBER.: P8E INSURED WII CLAIM REP: LEN	0000482	, SHIELA	
PROVIDER NAME/ADDRESS:			CLAIMANT NAME/ADDR		
SUMMIT PHYSICIANS GRP/8560			WILLIAMS, SHIELA		
DEPT 771721 PO BOX 77000 DETROIT, MI 48277		 ▲ 	5841 ARTILAN		
			DETROIT, MI 48228		
FEIN / NPI NUMBER.: 45-4013724 127580 PATIENT ACCOUNT NO: 378712P4210 DIAGNOSIS CODE 1: 784.0 HEADACHE DIAGNOSIS CODE 2: 724.5 BACKACHE U DIAGNOSIS CODE 3: 729.1 UNS MYALGI, DIAGNOSIS CODE 4: E92.90 LATE EFFEC	NSPECIFIED	DATE OF INJURY: DATE POSTED DATE BILLED DATE RECEIVED SERVICE FROM DATE SERVICE TO DATE	09/29/2014 04/02/2014 09/16/2014 03/19/2014		
Service Date POS Proc Billed Proc Paid	Description Dgn Units	Billed Tech Adi	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			158,60
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CARRIERS' EXPLANATION OF BENEFITS

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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017				•	NAIC/SE BILL NU INSURED	UMBER.: 999 LF INS: 999 MBER: P85 WIL EP: LEN	00048 7235 LIAMS	2		, SHIELA	
PROVIDER NAME/ADDRES	S:						CLATE	ANNT NAM			
SUMMIT_PHYSICIANS GR								14NT NAM		{ESS:	
DEPT 771721 PO BOX 7 DETROIT, MI 48277	7000						5841	IAMS, SH ARTILAN DIT, MI		3	#30
FEIN / NPI NUMBER.: 45-40 PATIENT ACCOUNT NO: 37871. DIAGNOSIS CODE 1: 784.0 DIAGNOSIS CODE 2: 724.5 DIAGNOSIS CODE 3: 729.1 DIAGNOSIS CODE 4: E92.90	2P4210 HEADACHE BACKACHE UNS UNS MYALGIA/ D LATE EFFECTS	SPECIFIED /MYOSITIS S MOTOR VEHIC			DATE POS DATE BIL DATE REC SERVICE	INJURY: TED LED EIVED FROM DATE: TO DATE:	09/29 04/02 09/16 03/19)/2014 2/2014 5/2014			
Service Date POS Proc Billed	Proc Paid	Description	Dgn U	nits	Billed	Tech Adj	EB F	rof Adj	EN	PPO Adj E	P Paid
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					Billed 385.00	Tech Adj 226.40	P	rof Adj 0.00		PPO Adj 0.00	Paid 158.60
If you have any questions regar 800-575-5175 or 248-357-2195. P analysis to Brown Review Manage	ding this ana rofessional R ment, 29688 T	lysis, please eview Dept, c elegraph Road	e contac or send 1, Ste 1	ct Brown a copy c 100, Sout	Review M f your b hfield M	Management a pill and thi MI 48034	et is				
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CARRIERS' EXPLANATION OF BENEFITS

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	PROVIDER NAME	E/ADDRESS	:								1	
	SUMMIT PHYSIC	CIANS GRP.	/8560						CLAIMANT			
	DEPT 771721 F DETROIT, MI	20 BOX 770	000	**	م دا				WILLIAMS, 5841 ARTI	LAN		
•								•	DETROIT,	MI 482	228	
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CARRIERS' EXPLANATION OF BENEFITS

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER..: P857236 DETROIT, MI 48226 INSURED.....: WILLIAMS . SHIELA (313) 237-3017 CLAIM REP....: LENTON, KELVIN PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 WILLIAMS, SHIELA 5841 ARTILAN DEPT 771721 PO BOX 77000 DETROIT, MI 48277 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..: DIACNOSIS CODE 3..: 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 DIAGNOSIS CODE 4... 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 64505 RT 64505 LT 11 INJECTION, 64505 RT 1 001 660.00 129.39 02 0.00 0.00 530.61 03/19/2014 64505 LT 11 INJECTION. 1 001 02 660.00 394.69 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 0,0Ō 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 Ľ OCT 0 3 2014 CITY OF DETROIT CLAIMS SECTION Filed 05/03/16³ Entered 05/03/16 16:44:29 Page 17 of 13-53846-tit Doc 11142-3 58

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CARRIERS' EXPLANATION OF BENEFITS

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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.: NAIC/SELF INS: BILL NUMBER: INSURED	999000482 P857236
INSURED: CLAIM REP:	

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER.: 45-4013724 1275805491 *	DATE OF INJURY: 05/10/2012
PATIENT ACCOUNT NO: 378467P4210	DATE POSTED: 09/29/2014
DIAGNOSIS CODE 1: 784.0 HEADACHE	DATE BILLED: 03/27/2014
DIAGNOSIS CODE 2: E92.90 LATE EFFECTS MOTOR VEHIC	DATE RECEIVED: 09/16/2014
DIAGNOSIS CODE 3:	SERVICE FROM DATE.: 03/19/2014
DIAGNOSIS CODE 4:	SERVICE TO DATE: 03/19/2014
rvice Date POS Proc Billed Proc Paid Description Dgn Units	Billed Tech Adj EB Prof Adj EN PPO Adj EP Paid

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02 The charge exceeds the usual and customary charge.

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

Tech Adj

524.08

Prof Adj

0.00

PPO Adj

0.00

- Paid

795.92

Billed

1320.00

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CARRIERS' EXPLANATION OF BENEFITS

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER ..: P857236 DETROIT, MI 48226 INSURED.....: WILLIAMS . SHIELA (313) 237-3017 CLAIM REP....: LENTON, KELVIN PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 WILLIAMS, SHIELA 5841 ARTILAN DEPT 771721 PO BOX 77000 DETROIT, MI 48277 DETROIT, MI 48228 FEIN / NPI NUMBER.: 45-4013724 1275805491 * PATIENT ACCOUNT ND: 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 530.61 265.31 1 03/19/2014 11 64505 RT INJECTION. 001 660.00 129.39 02 0.00 64505 RT 0.00 11 64505 LT 64505 LT 03/19/2014 INJECTION, 1 001 660.00 394.69 02 0.00 0.00 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 6 OCT 0 6 2014 CITY OF DETROIT **CLAIMS SECTION** Filed 05/03/16^{3 5}Entered 05/03/16 16:44:29 Page 19 of Doc 11142-3 13-53846-tjt

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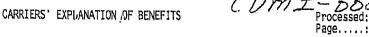
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER .: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER..: P857236 DETROIT, MI 48226 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN , SHIELA (313) 237-3017 PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228 DETROIT, MI 48277 FEIN / NPI NUMBER.: 45-4013724 1275805491 * DATE OF INJURY....: 05/10/2012 DATE POSTED.....: 09/29/2014 PATIENT ACCOUNT NO: 378467P4210 DIAGNOSIS CODE 1..: 784.0 HEADACHE DIAGNOSIS CODE 2..: E92.90 LATE EFFECTS MOTOR VEHIC DIAGNOSIS CODE 3..: DATE BILLED.....: 03/27/2014 DATE RECEIVED....: 09/16/2014 SERVICE FROM DATE.: 03/19/2014 SERVICE TO DATE..: 03/19/2014 DIAGNOSIS CODE 4 ...: Service Date POS Proc Billed Proc Paid Description Dgn Units Billed Tech Adj EB Prof Adj EN PPO Adj EP Paid 11 64505 RT 11 64505 LT 03/19/2014 64505 RT INJECTION, - 1 001 129.39 02 660.00 0.00 0.00 530.61 03/19/2014 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 Adi 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 e: E E OCT 0 6 2014 CITY OF DETROIT **CLAIMS SECTION**

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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. .: P856897 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN . SHIELA

CLAIMANT NAME/ADDRESS:

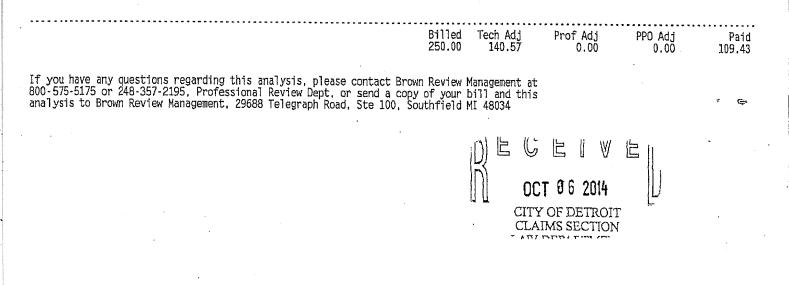
WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

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02 The charge exceeds the usual and customary charge.



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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW	I
2 WOODWARD AVENUE	•
STE 500	
DETROIT, MI 48226 (313) 237-3017	
(212) 221-2011 -	

PROVIDER NAME/ADDRESS:

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

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

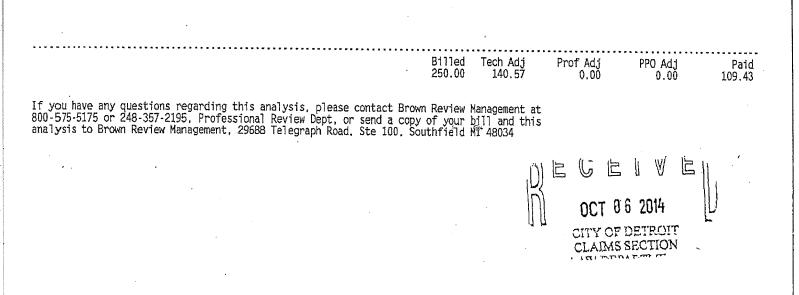
CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

DIAGNOSIS CODE 1: 724.2 LUMBAGO DIAGNOSIS CODE 2: 723.1 CERVICALGIA DIAGNOSIS CODE 2: 723.8 OTH SYNDROMES AFFECTING	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
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02 The charge exceeds the usual and customary charge.



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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.: NAIC/SELF INS: BILL NUMBER: INSURED: CLAIM REP:	999000482 P856897 WILLIAMS	. SHIELA	
PROVIDER NAME/ADDRESS:			CLAIMANT NAME/ADD	RESS:	
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277		· .	WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 4822	8	
FEIN / NPI NUMBER.: 45-4013724 1275805 PATIENT ACCOUNT NO: 3711271P4210 DIAGNOSIS CODE 1: 724.2 LUMBAGO DIAGNOSIS CODE 2: 723.1 CERVICALGIA DIAGNOSIS CODE 3: 723.8 OTH SYNDROM DIAGNOSIS CODE 4: E92.90 LATE EFFECT	IS AFFECTING	DATE OF INJURY DATE POSTED DATE BILLED DATE RECEIVED SERVICE FROM DAT SERVICE TO DATE.	: 09/24/2014 : 06/12/2014 : 09/16/2014		
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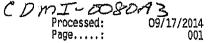
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017		CLAIM NUMBE NAIC/SELF I BILL NUMBER INSURED CLAIM REP	NS: 99900)0482 397 IAMS	. SHIELA	
PROVIDER NAME/ADDRESS:			(CLAIMANT NAME/ADI	IRFSS .	
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DEPT 771721 PO BOX 77000 DETROIT, MI 48277			ļ	5841 ARTILAN DETROIT, MI 482:		
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 AF DIAGNOSIS CODE 4: E92.90 LATE EFFECTS MOT		DATE OF INJU DATE POSTED. DATE BILLED. DATE RECEIVE SERVICE FROM SERVICE TO D	D	09/24/2014 06/12/2014 09/16/2014 05/19/2014		•
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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

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560

DEPT 771721 PO BOX 77000 DETROIT, MI 48277

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

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		Proc Billed		•		Units	Billed			Prof Adj		PPO Adj EP	Paid
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01/14/2014	11	J2001	J2001	INJ, LIDOCA 00338040902	1	001 .	35.00	0.00		35.00	NS	0.00	0.00

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 320.00	Tech Adj 97.31	Prof Adj 65.88	PPO Adj 0.00	Paio 156.8
you have any questions regarding this analysis, please contact H -575-5175 or 248-357-2195, Professional Review Dept, or send a Tysis to Brown Review Management, 29688 Telegraph Road, Ste 100	CODV OF VOUR	bill and this			v Q
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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017

PROVIDER NAME/ADDRESS:

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

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

, SHIELA .

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

DIAGNOSI	ACCOU S COU S COU S COU	JNT NO: DE 1: DE 2: DE 3:	378242	LINS MYALGT		C .		DATE POS DATE BIL DATE REC SERVICE	INJURY TED LED EIVED FROM DATE TO DATE	09/ 03/ 09/	/24/2014 /19/2014 /16/2014 /14/2014		<i></i>	
Service Date	POS	Proc B	illed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	'Prof Adj	EN	PPO Adj EP	Paid
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DENIED CODE REVIEWED PE	J200	1 AS IN	CLUDED		-			•						
		DUUK H	WF											
								Billed 320.00	Tech Adj 97.31	••••	Prof Adj 65.88		PPO Adj 0.00	Paid 156.81
If you have ar 800-575-5175 c analysis to Br	ny que or 248 rown F	estions 3-357-21 Review M	regard 195, Pr 1anagem	ing this an ofessional ent, 29688	alysis, pleas Review Dept, Telegraph Roa	e con or se d, St	tact Bro nd a cop e 100, S	own Review M py of your E Southfield M	lanagement bill and th lI=48034	at is				200101
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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

PROVIDER NAME/ADDRESS:

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

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

, SHIELA

CLAIMANT NAME/ADDRESS:

CITY OF DETROIT CLAIMS SECTION معانك ولعبيد فعده

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

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 320.00	Tech Adj 97.31	Prof Adj 65.88	PPO Adj 0.00	Paid 156.81
If you have any questions regarding this analysis, please contact Brown Review 800-575-5175 or 248-357-2195, Professional Review Dept, or send a copy of your analysis to Brown Review Management, 29688 Telegraph Road, Ste 100, Southfield	hill and this			·
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09/17/2014 001

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER .: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER ..: P856894 DETROIT, MI 48226 INSURED: WILLIAMS , SHIELA (313) 237-3017 CLAIM REP....: LENTON, KELVIN PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 WILLIAMS. SHIELA 5841 ARTILAN DETROIT, MI 48228 DEPT 771721 PO BOX 77000 DETROIT, MI 48277 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 INJ, LIDOCA 11 J2001 J2001 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 0.0Ŏ 156.81 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 E E OCT 06 2014 CITY OF DETROIT CLAIMS SECTION יט מהית ותיקים נצוי

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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:	R028174		
INSURED	WILLIAMS	e.	, SHIELA
CLAIM REP:	LENTON, KELVIN		

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

 FEIN / NPI NUMBER.: 80-0585968 1699088468 *
 DATE OF INJURY....: 05/10/2012

 PATIENT ACCOUNT NO: SIETUQ5DFF
 DATE POSTED.....: 09/25/2014

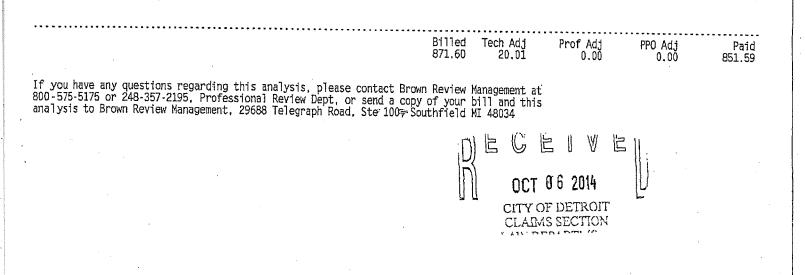
 DIAGNOSIS CODE 1...:
 DATE BILLED.....: 03/19/2014

 DIAGNOSIS CODE 3..:
 DATE RECEIVED....: 09/16/2014

 DIAGNOSIS CODE 4..:
 SERVICE FROM DATE.: 03/19/2014

Service Date	NDC Code	Description	Units	Billed	Tech Adj		PPO Adj EP	Paid
03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256.20 173.20 166.00 175.00	4.00 4.01 4.00 4.00 4.00	0.00 0.00 0.00 0.00 0.00 0.00	0,00 0.00 0.00 0.00 0.00 0.00	97.20 252.19 169.20 162.00 171.00

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



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Copy 1 Provider Copy 2 Carrier			CARRIERS'	EXPLANATION OF	- BENEFITS				Proce Page.	≥ssed: :	09/2	4/2014 001
•	DIRECT ALL PAYMENT	INQUIRIE	s and reques	TS FOR RECONSI	DERATION 1	TO THE CARR	IER					
CARRIER: CITY OF DET 2 WOODWARD STE 500 DETROIT, MI (313) 237-3	48226				NAIC/SEI BILL NUN INSURED	JMBER.: 999 LF INS: 999 (BER: RO2 : WIL EP: LEN	00048 3174 TAMS	2	•	. SHIELA		
•	ER NAME/ADDRESS:						CLAI	MANT NAMI	e/addf	RESS:		
DEPT 7	MEDICAL GROUP/8560 71475 PO BOX 77000 T, MI 482771475	N					5841	IAMS, SH ARTILAN OIT, MI		B .		
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Service Date	NDC Code	•••••	Description	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj E	 Р	Paid
03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90		TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256,20 173.20 166.00 175.00	4.00 4.01 4.00 4.00 4.00	01 01 01	0.00 0.00 0.00 0.00 0.00		0.00 0.00 0.00 0.00 0.00 0.00	2	97.20 252.19 169.20 162.00 171.00
	exceeds the maximum		a compilete s	ervice, or the	protessi	onal or tec	hnica	l compon	ent.			
If you have any o	uestions regarding	thic ana		o contact Prov	Billed 871.60	Tech Adj 20.01		Prof Adj 0.00	••••••	PPO Adj 0.00		Paid 351.59
000-2/2-21/2 OL 2	248-357-2195, Profes Review Management,	SSIONAL RE	Wiew lient	or send a conv	/ of vour H	vill and th	ac is					
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DIRECT	ALL PAYMENT INQUIRI	ES AND REQUESTS F	OR RECONSI	DERATION T	O THE CARR	IER	raye;	001
CARRIER: CITY OF DETROIT DO 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017 PROVIDER NAME/A SUMMIT MEDICAL DEPT 771475 PO	NDDRESS: GROUP/8560 N BOX 77000		•	BILL NUM	MBER.: 999 F INS: 999 BER: R02 : WIL P: LEN	000482 8174 LIAMS TON, KELVIN	, SHIELA ME/ADDRESS: HIELA	
DETROIT, MĪ 48	32771475					DETROIT, MI	48228	
FEIN / NPI NUMBER.: PATIENT ACCOUNT NO: DIAGNOSIS CODE 1: DIAGNOSIS CODE 2 DIAGNOSIS CODE 3 DIAGNOSIS CODE 4:	80-0585968 1699088 S1ETUQ5DFF	468 *		DATE OF I DATE POST DATE BILL DATE RECE SERVICE F SERVICE T	NJURY: ED: IVED: ROM DATE.: 0 DATE:	05/10/2012 09/25/2014 03/19/2014 09/15/2014 03/19/2014 03/19/2014		•
Service Date NDC Co	de	Description	Units	Billed	Tech Adj	EB Prof Ac	ij EN PPO Adj	EP Paid
03/19/2014 33261- 03/19/2014 33261- 03/19/2014 33261-	0105-60 0500-60 0218-60 0081-90 0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256.20 173.20 166.00 175.00	4.00 4.01 4.00 4.00 4.00	01 0.0 01 0.0	00 0.00 00 0.00 00 0.00	252,19 169,20 162,00
01 The charge exceeds t			ce, or the	protessio	nai or tec	hnical compo	onent.	
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				Billed 871.60	Tech Adj 20.01	Prof Ac 0.0		Paid 851.59
If you have any questions 800-575-5175 or 248-357-2 analysis to Brown Review I	19D. FROIESSIONAL R	$(\Theta V \cap \Theta V \cap \Theta V \cap \Theta)$	und a conv	of your h	مليلا أسميم الآلي	at is		
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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..: R028174 INSURED.....: WILLIAMS CLAIM REP....: LENTON. KELVIN

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

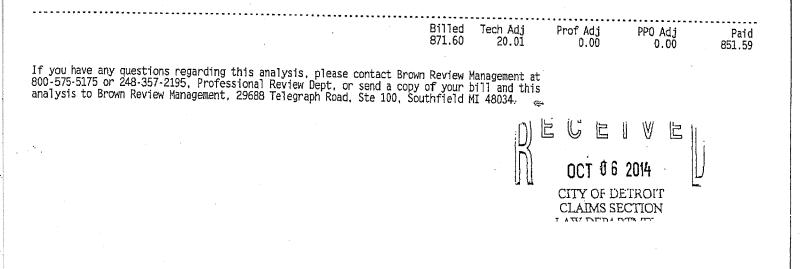
SUMMIT MEDICAL GROUP/8560 N DEPT 771475 PO BOX 77000 DETROIT, MI 482771475

PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER.: 80-0585968 1699088468 *	DATE OF INJURY: 05/10/2012
PATIENT ACCOUNT NO: SIETUQ5DFF	DATE POSTED: 09/25/2014
DIAGNOSIS CODE 1:	DATE BILLED: 03/19/2014
DIAGNOSIS CODE 2:	DATE RECEIVED: 09/16/2014
DIAGNOSIS CODE 3:	SERVICE FROM DATE.: 03/19/2014
DIAGNOSIS CODE 4:	SERVICE TO DATE: 03/19/2014

Service Date	NDC Code	Description	Units	Billed		EB	Prof Adj EN	PPO Adj EP	Paid
03/19/2014 03/19/2014 03/19/2014 03/19/2014 03/19/2014	33261-0105-60 33261-0500-60 33261-0218-60 33261-0081-90 33261-0049-90	TRAMADOL ALPRAZOLAM HYDROCODONE NAPROXEN GABAPENTIN	060 060 120 090 090	101.20 256,20 173.20 166.00 175.00	4.00 4.01 4.00 4.00 4.00 4.00	01 01 01 01 01 01	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	97.20 252.19 169.20 162.00 171.00

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



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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 BILL NUMBER.: P857234 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 INSURED..... WILLIAMS , SHIELA (313) 237-3017 CLAIM REP....: LENTON, KELVIN PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48277 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 - - • • • • • • - - - -....... 11 72126 11 Q9967 - - - - - -03/19/2014 72126 1 COMPUTED TO 001 1195.00 . 0.00 0.00 03/19/2014 0.00 1195.00 Q9967 Low osmola 1 10.00 001 0.00 0.00 0.00 10,00 Billed Tech Adj Prof Adj PPO Adj Paid 1205,00 0.0Ŏ 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 G. C E OCT 0 6 2014 CITY OF DETROIT CLAIMS SECTION

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09/24/2014 001

DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER:	TATENT INQUINTES	AND REQUESTS FU	K RECUNSIDERALI	ON TO THE CARRI	ER		
CITY OF DETROIT - DOT/1 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017	LAW	•	NAIC BILL INSU	M NUMBER.: 9990 /SELF INS: 9990 NUMBER: P857 RED: WILL M REP: LENT	00482 234 TAMS	, SHIELA	
PROVIDER NAME/ADD	RESS:				CLAIMANT NAME/AD	DRESS:	
SUMMIT PHYSICIANS DEPT 771721 PO BO) DETROIT, MI 48277	(77000	· ·			WILLIAMS. SHIELA 5841 ARTILAN DETROIT. MI 482;		
FEIN / NPI NUMBER.: 45- PATIENT ACCOUNT NO: 37E DIAGNOSIS CODE 1: 722 DIAGNOSIS CODE 2: E92 DIAGNOSIS CODE 3: DIAGNOSIS CODE 4:	3858P4210		DATE DATE DATE SERVI	OF INJURY: POSTED BILLED RECEIVED: CE FROM DATE: CE TO DATE:	09/29/2014 04/07/2014 09/16/2014 03/19/2014		
Service Date POS Proc Bill 03/19/2014 11 72126	**************	scription Dgn		**************	EB Prof Adj EN	PPO Adj EP	Paid
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If you have any questions reg 800-575-5175 or 248-357-2195 analysis to Brown Review Mana					t s		
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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.: NAIC/SELF INS: BILL NUMBER:	999000482	i	
INSURED: CLAIM REP:	WILLIAMS		,

SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

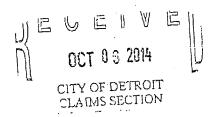
PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER.: 45-4013724 1275805491 *	DATE OF INJURY: 05/10/2012
PATIENT ACCOUNT NO: 378858P4210	DATE POSTED: 09/29/2014
DIAGNOSIS CODE 1: 722.0 DISPLACED CERVICAL INTER	DATE BILLED: 04/07/2014
DIAGNOSIS CODE 2: E92.90 LATE EFFECTS MOTOR VEHIC	DATE RECEIVED: 09/16/2014
DIAGNOSIS CODE 3:	SERVICE FROM DATE.: 03/19/2014
DIAGNOSIS CODE 4:	SERVICE TO DATE: 03/19/2014

Service Date	POS		Proc Paid	Description	Dgn	Units	Billed	Tech Adi	FR	Prof Adi	FN	PPO Adj EP	Date
03/19/2014 03/19/2014	11 11	72126 09967	72126 Q9967	COMPUTED TO Low osmola	1 1	001 001	1195.00 10.00	0.00 0.00		0.00 0.00	• • • •	0.00 0.00	1195.00 10.00

		Billed 1205.00	Tech Adj 0.00	Prof Adj 0.00	PPO Adj 0.00	Paid 1205.00
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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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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 BILL NUMBER.: P857234 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN , SHIELA (313) 237-3017 PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48277 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..: 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 DIAGNOSIS CODE 4 ...: 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 03/19/2014 11 0.00 1195.00 09967 09967 Low osmola 001 1 10.00 0.00 0.00 0.00 10.00 Billed Tech Adj Prof Adj PPO Adj Paid 1205.00 0.00 D.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 U E E E OCT 0 6 2014 CITY OF DETROIT CLAIMS SECTION

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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;		. SH
CLAIM REP:	LENTON, KELVIN	

HIELA

CITY OF DETROIT CLAIMS SECTION **** TATILY + TOWN

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

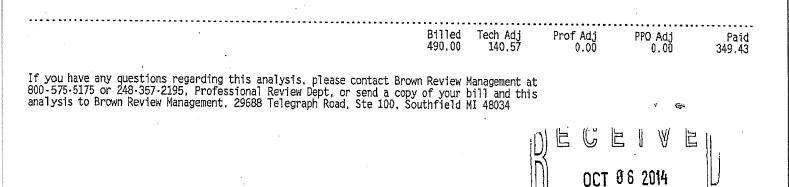
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277

PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER.: 45-4013724 1275805491 *DATE OF INJURY.PATIENT ACCOUNT NO: 3710270P4210DATE POSTEDDIAGNOSIS CODE 1 722.83 POSTLAMINECTOMY SYND LUMDATE BILLEDDIAGNOSIS CODE 2 722.81 POSTLAMINECTOMY SYND CERDATE RECEIVEDDIAGNOSIS CODE 3 720.2 SACROILIITIS OTHERSERVICE FROM DADIAGNOSIS CODE 4 V58.83 ENCTR THERAP DRUG MONITOSERVICE TO DATE	: 09/24/2014 : 05/19/2014 : 09/16/2014 TE.: 04/17/2014
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Service Date		Proc Billed	Proc Paid	Description			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.



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CARRIERS' EXPLANATION OF BENEFITS

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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		NAIC/SEL BTLL NUM	MBER.: 999(F INS: 999(BER: P85(: WILL P: LEN)00482	. SHIELA						
PROVIDER NAME/ADDRESS:				CLAIMANT NAME	ADDRESS:						
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277				WILLIAMS. SHIE 5841 ARTILAN DETROIT. MI 4	ίLΑ						
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 1 DATE POST DATE BILL DATE RECE	NJURY: ED ED	05/10/2012 09/24/2014 05/19/2014 09/16/2014 04/17/2014 04/17/2014	· ·						
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		Billed	Tech Adj	Prof Adj	PPO Adj	Paid					
		490.00	140.57	0.00	0.00	349.43					
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, Seuthfield MI 48034											
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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

CLAIMANT NAME/ADDRESS:

WILLIAMS. SHIELA 5841 ARTILAN DETROIT, MI 48228

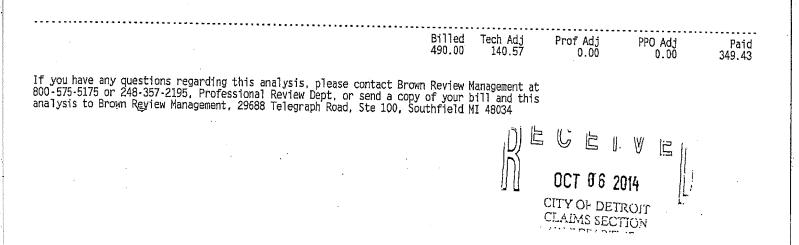
PROVIDER NAME/ADDRESS:

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

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 3: 720.2 SACROILIITIS OTHER	ATE OF INJURY: 05/10/2012 ATE POSTED: 09/24/2014 ATE BILLED: 05/19/2014 ATE RECEIVED: 09/16/2014 ERVICE FROM DATE.: 04/17/2014 ERVICE TO DATE: 04/17/2014
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Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj		Prof Adj EN	PPO Ad1 EP	Paid
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PROVIDER NAME/A	DDRESS:					CLAIMÀNT NAME	/ADDRESS:	4
SUMMIT PHYSICIA DEPT 771721 PO P DETROIT, MI 48;	BOX 77000					WILLIAMS, SHI 5841 ARTILAN DETROIT, MI		
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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DEPT 77/2721 PO BOX 77000 BAT ARTINI DETROIT. MI 48279 DATE OF INJUN OF/10/2012 PATIENT ACCOUNT NO. 379/224200 DATE OF INJUN OF/10/2012 DUMADSIS CODE 1 724.5 BACMACHE NAPPOINTED DATE OF INJUN OF/10/2012 DUMADSIS CODE 2 724.5 BACMACHE NAPPOINTED DATE OF INJUN OF/10/2014 DIMADSIS CODE 1 724.5 BACMACHE NAPPOINTED DATE SECTIVO	PROVIDER NAME/ADDRESS:				CLAIMANT NAME	ADDRESS:	
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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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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER CARRIER: CITY OF DETROIT - DOT/LAW CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 BILL NUMBER.: P857235 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 INSURED.....: WILLIAMS . SHIELA (313) 237-3017 CLAIM REP....: LENTON, KELVIN PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277 WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228 FEIN / NPI NUMBER.: 45-4013724 1275805491 * DATE OF INJURY....: 05/10/2012 DATE POSTED.....: 09/29/2014 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 DATE BILLED.....: 04/02/2014 DATE RECEIVED....: 09/16/2014 SERVICE FROM DATE.: 03/19/2014 SERVICE TO DATE..: 03/19/2014 DIAGNOSIS CODE 4 ..: E92.90 LATE EFFECTS MOTOR VEHIC 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 Adi 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

C CITY OF DETROIT CLAIMS SECTION

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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..: P857235 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

PROVIDER NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT. MI 48277

PATIENT ACCOUNT NO: 3 DIAGNOSIS CODE 1 7 DIAGNOSIS CODE 2 7 DIAGNOSIS CODE 3 7	78712F4210 784.0 HEADACHE 724.5 BACKACHE UNSPECIFIED 729.1 UNS MYALGIA/MYOSITIS	DATE OF INJURY: DATE POSTED DATE BILLED DATE RECEIVED: SERVICE FROM DATE: SERVICE TO DATE:	09/29/2014 04/02/2014 09/16/2014 03/19/2014
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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..: P857235 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN

, SHIELA

CLAIMANT NAME/ADDRESS:

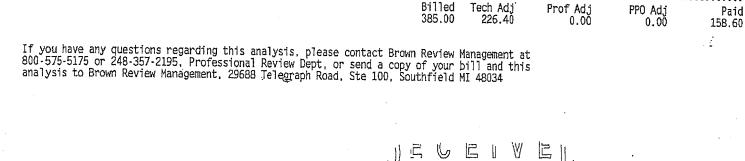
WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

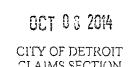
PROVIDER NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277

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Service Date P(Proc Paid	Description	Dgn	Units	Billed	Tech Adi	FR	Prof Add FN	PPO Adj EP	Date
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02 The charge exceeds the usual and customary charge.





CLAIMS SECTION

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DIRECT ALL PAYMENT INQUIRIE	S AND REQUESTS FOR RECONSIDERATI	ON TO THE CARRIER	
CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017	NAIC BTLL	M NUMBER.: 999003987 /SELF INS: 999000482 NUMBER: P857236 RED: WILLIAMS M REP: LENTON, KELVIN	. SHIELA
PROVIDER NAME/ADDRESS:	,4 2	CLAIMANT NAME/	ADDRESS:
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277		WILLIAMS, SHIE 5841 ARTILAN DETROIT, MI 4	
FEIN / NPI NUMBER.: 45-4013724 127580549 PATIENT ACCOUNT NO: 378467P4210 DIAGNOSIS CODE 1: 784.0 HEADACHE DIAGNOSIS CODE 2: E92.90 LATE EFFECTS DIAGNOSIS CODE 3: DIAGNOSIS CODE 4:	DATE 0 DATE 1 DATE 1 DATE 1 DATE 1 DATE 1 SERVIO SERVIO SERVIO	DF INJURY: 05/10/2012 POSTED: 09/29/2014 BILLED: 03/27/2014 RECEIVED: 09/16/2014 RECEIVED: 03/19/2014 RECEIVED: 03/19/2014 RECEIVED: 03/19/2014	•
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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017		NAIC/SEL BILL NUN INSURED	JMBER.: 999 F INS: 999 BER: P85 WILI P: LEN)00482 7236	, SHIELA	
PROVIDER NAME/ADDRESS:				CLAIMANT NAME,		
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277	•		•	WILLIAMS, SHI 5841 ARTILAN DETROIT, MI	ELA	. `
FEIN / NPI NUMBER.: 45-4013724 1275805491 * PATIENT ACCOUNT NO: 378467P4210 DIAGNOSIS CODE 1: 784.0 HEADACHE DIAGNOSIS CODE 2: E92.90 LATE EFFECTS MOTOR VE DIAGNOSIS CODE 3: DIAGNOSIS CODE 4:	EHIC	DATE POST DATE BILL DATE RECE	NJURY: ED ED IVED: ROM DATE.: 0 DATE:	05/10/2012 09/29/2014 03/27/2014 09/16/2014 03/19/2014 03/19/2014		
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE STE 500 DETROIT, MI 48226 (313) 237-3017		CLAIM NUMBER.: 999 NAIC/SELF INS: 999 BILL NUMBER.: P85 INSURED: WIL CLAIM REP: LEN	003987 000482 7236	. SHIELA	
PROVIDER NAME/ADDRESS:			CLAIMANT NAME/ADDR	ESS:	
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277	. *		WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228		
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FEIN / NPI NUMBER.: 45-4013724 127580 PATIENT ACCOUNT NO: 378467P4210 DIAGNOSIS CODE 1 784.0 HEADACHE DIAGNOSIS CODE 2 E92.90 LATE EFFEC DIAGNOSIS CODE 3 DIAGNOSIS CODE 4		DATE OF INJURY: DATE POSTED DATE BILLED DATE RECEIVED SERVICE FROM DATE SERVICE TO DATE	09/29/2014 03/27/2014 09/16/2014 03/19/2014	· · ·	
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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WODDWARD AVENUE CLAIM NUMBER.: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER ..: P857236 DETROIT, MI 48226 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN , SHIELA (313) 237-3017 PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT.771721 PO BOX 77000 DETROIT, MI 48277 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..: 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 DIAGNOSIS CODE 4 ... 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, 1 394.69 001 660.00 02 0.00 0.00 265.31 02 The charge exceeds the usual and customary charge. Billed Tech Adj Prof Adj PPO Adj Paid 524.08 1320.00 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 Ę U OCT 0 6 2014 CITY OF DETROIT **CLAIMS SECTION** Filed 05/03/16⁸ Entered 05/03/16 16:44:29 13-53846-tjt Doc 11142-3 Page 48 of

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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

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

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS. SHIELA 5841 ARTILAN DETROIT, MI 48228

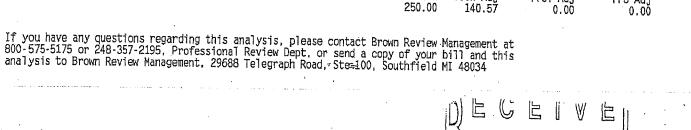
SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 DETROIT, MI 48277

PROVIDER NAME/ADDRESS:

DIAGNOSIS CODE 3: 723.8 OTH SYNDROMES AFFECTING SERVICE FROM DATE.: 05/19/2014 DIAGNOSIS CODE 4: E92.90 LATE EFFECTS MOTOR VEHIC SERVICE TO DATE: 05/19/2014

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SUMMIT PHYSICIANS GRP/85 DEPT 771721 PO BOX 77000 DETROIT, MI 48277	50			WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228	•
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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
WAIC/SELF INS:	999000482
BILL NUMBER:	P856895
INSURED	WILLIAMS
CLAIM REP:	LENTON, KELVIN

, SHIELA

CLAIMANT NAME/ADDRESS:

WILLIAMS, SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

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DIRECT ALL PAYMENT INQUIRIES AND REQUESTS FOR RECONSIDERATION TO THE CARRIER

CARRIER: CITY OF DETROIT - DOT/LAW 2 WODDWARD 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

CLAIMANT NAME/ADDRESS:

WILLIAMS. SHIELA 5841 ARTILAN DETROIT, MI 48228

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

PROVIDER NAME/ADDRESS:

FEIN / NPI NUMBER.: 45-4013724 1275805491 *DATE OF INJURY...: 05/10/2012PATIENT ACCOUNT NO: 3711128P4210DATE POSTED.....: 09/24/2014DIAGNOSIS CODE 1..: 723.1 CERVICALGIADATE BILLED.....: 06/09/2014DIAGNOSIS CODE 2..: E92.90 LATE EFFECTS MOTOR VEHICDATE RECEIVED.....: 09/16/2014DIAGNOSIS CODE 3..:DIAGNOSIS CODE 4..:DIAGNOSIS CODE 4..:SERVICE TO DATE...: 05/15/2014

Service Date	POS	Proc Billed	Proc Paid	Description	Dgni	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj EP	Paid
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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

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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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

PROVIDER NAME/ADDRESS:

SUMMIT PHYSICIANS GRP/8560

DEPT 771721 PO BOX 77000 DETROIT, MI 48277

CLAIM NUMBER.: NAIC/SELF INS:	999000482		
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DATE OF INJURY...: 05/10/2012 DATE POSTED....: 09/24/2014 DATE BILLED.....: 06/09/2014

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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..:

Service Date	POS	Proc Billed	Proc Paid	Description	Dgn	Units	Billed	Tech Adj	EB	Prof Adj	EN	PPO Adj EF	Paid
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02 The charge exceeds the usual and customary charge.

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CARRIER: CITY OF DETROIT - DOT/LAW 2 WOODWARD AVENUE CLAIM NUMBER .: 999003987 NAIC/SELF INS: 999000482 STE 500 BILL NUMBER..: P856895 DETROIT, MI 48226 INSURED.....: WILLIAMS CLAIM REP....: LENTON, KELVIN , SHIELA (313) 237-3017 PROVIDER NAME/ADDRESS: CLAIMANT NAME/ADDRESS: SUMMIT PHYSICIANS GRP/8560 DEPT 771721 PO BOX 77000 WILLIAMS, SHIELA 5841 ARTILAN DETROIT. MI 48277 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..: 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 DIAGNOSIS CODE 4 ...: Service Date POS Proc Billed Proc Paid Description Dgn Units Tech Adj EB Prof Adj EN Billed PPO Adj EP Paid . ********* 05/15/2014 11 64450 RT 64450 RT INJECTION, 600.00 1 001 296.79 02 0.00 0.00 303.21 11 77002 05/15/2014 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 NŞ 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 👄 E OCT 0.6 2014 CITY OF DETROIT CLAIMS SECTION 4'YET TATA & MAR ~~

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Diana Basel

From: Sent: To: Cc: Subject: Attachments: Justin Haas Tuesday, December 30, 2014 7:54 AM campc@detroitmi.gov Justin Haas FW: WILLIAMS, SHEILA (SPG) 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 thought 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

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EXHIBIT 3

13-53846-tjt Doc 11142-4 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 1 of 72

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

CITY OF DETROIT, a Municipal Corporation,

v.

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 <u>ihaas@haasgoldstein.com</u> 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

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.

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- 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 smitc@detroitmi.gov

Dated: June 8, 2015

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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)	Cheryl L. Smith-Williams (P75084)
Haas & Goldstein, P.C.	Assistant Corporation Counsel
Attorney for Plaintiff	Attorney for Defendant
31275 Northwestern Hwy., Ste. 225	City of Detroit Law Department
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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).

4

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

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Attachment 1

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Docket #8045 Date Filed: 10/22/2014

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN

X

In re

Chapter 9

CITY OF DETROIT, MICHIGAN,

Debtor.

Case No. 13-53846

Hon. Steven W. Rhodes

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

X

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ATTORNEYS FOR THE DEBTOR

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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 any Bond Insurance Policy related to or issued in connection with any of the foregoing.

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Court-Appointed Expert

The Court-appointed expert, Mattha 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; <u>provided</u> 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.

S.

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

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

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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 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.

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Attachment 2

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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 <u>VIOLATIONS</u>

The City of Detroit ("<u>City</u>") 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 ("<u>Plan of Adjustment</u>"), 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

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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

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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

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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, reclassify, 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.

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"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

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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

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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 postpetition litigation claims and lawsuits.

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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 prepetition 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 prepetition 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.

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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: <u>/s/ Marc N. Swanson</u> 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

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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

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EXHIBIT 1 – PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re:

City of Detroit, Michigan,

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

Debtor.

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 <u>AND (II) ORDER ENJOINING FURTHER VIOLATIONS</u>

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,

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Debtor.

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 <u>ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS</u>

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

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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

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EXHIBIT 3 – BRIEF

NONE

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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 <u>ihaas@haasgoldstein.com</u>

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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

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EXHIBIT 5 – AFFIDAVITS

NONE

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EXHIBIT 6-A

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MEMORANDUM OF UNDERSTANDING Botween the MICHIGAN DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES THE OITY 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 Oity'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."

8.7.14 , the Olty submitted to the Director an application to 2. On renew its No-Fault Self Insurance Cartificate under the authority of section 3101d of the Michigan Insurance Code, MCL 500.3101d. If approved and lasued 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.

S. Effective January 1, 2013, the Michigan Legislature provided statutory qualifications for the Issuance of a No-Fault Self-Insurance Cartificate (and transferred Issuance authority from the Michigan Secretary of State to the Director) by enacing 2012 PA 204, MOL 500.3101d.

4. MOL 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-ineurance leaved by the commissioner (now Director) under subsection (2)." Under subsection (2), the Director "may, in his or her disorption... 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 judgmente obtained against the person."

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5. Consistent with the foregoing defined terms, the Director Interprets this statutory requirement to apply to the Cily's ability to pay No-Fault Ciaims only, i.e., ciaims that must be covered by insurance under Chapter 31 and therefore fail 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 cellefied that the person has and will centinue 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 257,591 – 257,540 of the Michigan Administrative Code, entitled "Certificates of No-Fault Self-Insurance,"

7. As reported in the Olty's application and widely publicized, on July 18, 2019, the Olty filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Oode. The bankruptcy case was assigned Case No. 19-59846 and remaine pending before the Honorable Steven W. Rhodes in the United States Bankruptcy Court, Eastern District of Michigan.

8. The City's ongoing bankruptoy 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.

 However, in reliance on the City's and Treasury's agreements contained in this MOU and selfation of the conditions outlined below, the Director will renew the City's No-Fault Self Insurance Certificate under the authority vested by MCL 690,3101d.

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 DIPS-approved service provider/third-party administrator to manage its No-Fault Claims both pre- and post-bankruptoy putition 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 Ilabilities and payments.

 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

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Memorandum of Understanding

ordinary ocurse of business. The Oily will amend its Plan for the Adjustment of Debte 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 Olly will continue to administer (either directly or through a third party administrator) and pay valid prepetition Olaime for

Itabilities with respect to which the City is required to maintain insurance coverage purevant to MCL § 600.9101 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 § 600,3142 or MCL § 600,3148 on prepetition Glaims for personal protection benefits; (2) tort claims permitted by MCL § 500.3136, for which residual llability insurance coverage is required by MCL § 500.3101(1) and MOL § 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 bodly injury to or death of two or more persons in any one accident and (o) \$10,000 because of Injury to or destruction of property of others in any accident; and (8) Claims for property protection benefits under MCL \$ 500.3121 and MOL \$ 500.3123 shall be paid, to the extent valid, only up to the maximum benefits specified in MCL § 800.3121; 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 freated as an Other Unsecured Claim or a Convenience Claim (as applicable). Nothing in the Plan shall discharge, release or relieve the City from any ourrent 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 § 600.3009(1). The City expressly reserves the right to challenge the validity of any Oleim subject to this Section (IV.O), and nothing herein shall be deemed to expand the Olty's obligations or claimants' rights with respect to these Claims under State law.

4. The City will purchase an excess insurance polloy 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.8 above.

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6. During the entire Certificate Term, the Oily will deposit in ecorow with Treasury, to be held on behalf of DIFS; (a) the \$16.2 million reserved for the Oily's oursent No-Fault Self-Insurance Certificate; or (b) such other amount determined by DIFS to be actuarially appropriate (the DIFS Escrow), to ensure the Oily's ability to pay No-Fault Claims during the Certificate Term. The DIFS Ecorow will be funded by transferring the required ecorow amount from existing funds in the Oily's Self-insurance Escrow Account maintained by Treasury. Funds on deposit in the DIFS Ecorow may be requisitioned by the City only for the payment of valid No-Fault Claims, and any request by the Oily to requisition funds from the DIFS Ecorow will be subject to DIFS' review and prior approval and compliance with the terms of this MOU. The City does not anticlipate requisitioning any funds from the DIFS Ecorow 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 Ecorow to pay tha Oily's valid No-Fault Claims, the City will promptly replenish any funda disbursed in accordance with the echedule agreed to by DIFS and the City at the time the regulation 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 of alm payments are calculated correctly and paid only to claimante 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 payse(s).

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Memorandum of Underslanding Page 5

C. <u>DIF8</u>

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 Cartificate 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

Ahnette E. Flood

Director Department of Insurance and Financial Services

DEPARTMENT OF TREASURY

R. Kevin Cilnton				
Treasurer	••	•	••	5
Department of Tree	Isu	y		

CITY OF DETROIT

(Print, Namej 118: EMEdlez DGY

8/6/14

Date

Approvid by c. Anima: S/M/14

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EXHBIT 6-B

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

CITY OF DETROIT LAW DEPARTMENT LITIGATION DIVISION

MAY 1 9 2015

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

AGREEMENT RESOLVING CLAIMIN OF ROSIENONES

The City of Detroit (the "<u>City</u>") and the claimant identified in paragraph 2 below (the "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), 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 "<u>Chapter 9 Case</u>") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the Eastern District of Michigan (the "<u>Bankruptcy Court</u>"). 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.

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C. On December 24, 2013, the Bankruptoy 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 "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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 "<u>Filed Claim Number</u>" in the table in paragraph 2 below (the "<u>Filed Claim[s]</u>").

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.

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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 "<u>Settled Claim</u>") in the corresponding amount set forth in the table below under the heading "<u>Settled Claim Amount</u>":

Claimant	Filed Claim	Filed Claim	Filed Claim	Settled Claim	Settled Claim
	Number	Amount	Priority	Amount	Priority
Rosie Jones	. 1474	\$ 332,310.53	General unsocured, 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.

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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 ohapter 9 plan for the adjustment of debts confirmed by the Bankruptey Court (a "<u>Plan</u>").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "<u>Plan Distribution</u>." 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 "<u>Non-Plan Payment</u>"), 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 desoribed 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

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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.

The Claimant stipulates to dismissal with prejudice of the civil action[s] 9, related to the Filed Claims or Settled Claim[s] in the form attached hereto as Exhibit B.

This Agreement may be executed in identical counterparts, and/or by 10, facsimile or c-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.

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WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

ROSIE JONES CITY OF DETROIT 9pm By: David J. Demps 158494 Assistant Corporation Counsel Date: CLAIMANT'S COUNSEL: Approved By. James D, Neseda P52563 (Signature) Supervising Assistant Corporation Counsel GERALD ACKER P32973 Name Printed much zers Date: // Date: {K:\DOCS\LJT\dompd\s20000\solimon(\DJD2004.DOC} -6-13-53846-tjt Doc 9893 Filed 05/28/15 Entered 05/28/15 11:17:22 Page 31 of 57

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MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT

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.

	Circ	le Oi	ne	
3. I am currently receiving Medicare Benefits	yes	or	110	
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	110	
6. Attached is a copy of my Social Security Disability Application	yes	or	110	
7. Attached is a copy of my Social Security denial letter and my				
appeal of said denial	ves	01,	no	

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17. Has anyone ever prepared for you:
a. A Life Care Plan
b. Medicare Set Aside Cost Projections
c. Life expectancy projection
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
22. On the date of the accident/event, did any household family
-member own an automobile with valid No Fault Insurance
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Page 3 of 5
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REPORTING AND INDEMNIFICATION AFFIDAVITAND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT, THAR 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 DETROT RESULTING FROM SAID OMISSION OR MISINFORMATION, FURTHER, ISHALL, FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVINGMEDICARE 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.

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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.

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

ROSIE JONES

Plaintiff,

CASE NO. 12-012579-NF HON, ROBERT COLOMBO, JR

٧S

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@detroitml.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

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Upon the reading and filing of the stipulation annexed hereto, and the Court being fully advised in the premises;

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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

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EXHIBIT 6-C

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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.

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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 Chiroprectic & 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 Defefendant'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.

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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

CERTIFICAT The undersigned conlines the state of the at the state of the at state of the state o	2010 001 001 000	h office allocation
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EXHIBIT A

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Haas & Goldstein

A Professional Corporation

Altorneys and Counselors

Justin Heas 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

Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith) v The City Re: 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/Iml Enclosures

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

În re

CITY OF DETROIT, MICHIGAN,

Debtor.

Chapter 9 Case No. 13-53846 Hon. Steven W. Rhodes

AGREEMENT RESOLVING CLAIM OF WARREN CHIROPRACTIC & REHAB CLINIC (GRETCHEN SMITH)

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "<u>City</u>") and the elaimant identified in paragraph 3 below (the "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), 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 "<u>Chapter 9 Case</u>") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "<u>Bankruptey Code</u>") in the United States Bankruptoy Court for the Eastern District of Michigan (the "<u>Bankruptey Court</u>"). On December 5, 2013, following its determination that the City met all of the applicable requirements and is eligible to be a dobtor under chapter 9 of the Bankruptoy Code, the Bankruptcy Court entered the Order for Relief Under Chapter 9 of the Bankruptcy Code (Docket No. 1946) with respect to the City.

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B. Pursuant to section 904 of the Bankruptoy 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 Bankruptoy Court.

C. On December 24, 2013, the Bankruptoy Court entered the Order, Pursuant to Sections 105 and 502 of the Bankruptoy Code, Approving Alternative Dispute Resolution Procedures to Promote the Liquidation of Certain Prepetition Claims (Docket No. 2302) (the "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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 "<u>Filed Claim Number</u>" in the table in paragraph 3 below (the "<u>Filed</u> <u>ClaimIs</u>]").

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.

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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.

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.

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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 <u>Amount.</u>" 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 CHIRONRACTIC & REHAB GLINIC (GRETCHEN SMITH),	3042	\$18,680.00	PPI	\$10,0 00.00	РРД

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 Bankruptoy Code.

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5. The Claimant will not further amond 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 amondments 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 "<u>Plan</u>").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "Plan <u>Distribution</u>." 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 "<u>Non-Plan Payment</u>"), 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,

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WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

CITY OF DETROIT	WARREN CHIROPRACTIC & REHAB CLINIC (GRETCHEN SMITH), INC.
Ву:	Claimant
Name:	
(printed)	Date: 12/11/14/
Title:	
Date:	Claimant(s) counselt HAAS & GOLDSTEIN, P.C.
	Signature P-53183
	Name: JM.StIN Hags (printed)
	Date: 12/11/2014

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Altorneys and Counselows

Juetin Haas Laurie Goldstein Jenifer L. Measel Jessica Faber Malthew S. Payne

December 22, 2014

Robyn J. Brooks, Esq. City of Detroit Law Department 2 Woodward Ave., Ste. 500 Detroit, MI 48226

Re: <u>Priority Patient Transport, LLC (Gretchin Smith) v The City of Detroit</u> 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 you'rs JUSTIN HAAS

JH/Iml Enclosures

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re

Chapter 9

CITY OF DETROIT, MICHIGAN,

Case No. 13-53846

Debtor.

Hon. Steven W. Rhodes

AGREEMENT RESOLVING CLAIM OF PRIORITY PATIENT TRANSPORT, LLC (GRETCHIN SMITH)

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "<u>City</u>") and the claimant identified in paragraph 2 below (the "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), 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 "<u>Chapter 9 Case</u>") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the Eastern District of Michigan (the "<u>Bankruptcy Court</u>"). 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 "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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

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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 Bankruptoy Code, the City is authorized to propose and enter into this Agreement without further order of the Bankruptoy 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

The Claimant represents and warrants to the City that it has not sold, 1. 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.

The current version of the City' s proposed Plan of Adjustment provides 2. 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.

Each of the Filed Claim[s] is deemed amended, modified and allowed, and 3. 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:

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	Filed Claim Number	Filed Claim Amount	Claim Type -	Settled MVA Claim Amount	Settled MVA Claim Type-
Priority Patient Fransport, LLC		\$12, 617.50		\$6.100.00	identify as a PPI, Tort or Property
(Gretchin			Claim		Cisim
Smith)			PPI		PPI - \$6,100.00
				- -	
· · · · · · · · · · · · · · · · · · ·					

For any tort claims listed, identify all other bankruptcy claims that arise out of the 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 "<u>Plan Distribution</u>." 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 "<u>Non-Plan Payment</u>"), 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,

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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 construct 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, atterneys, employees, representatives, family members, heirs, elected officials, appointed officials, related corporations, subsidiaries, divisions, affiliates, directors and officiers, 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 oivil 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 (Gretchin Smith)

Claimant SMrichelle Smith Date: 12/5/2014

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м.	7 -

Name: (printed)

Title:

Date:

Claimant(s) counsol: Justin Haas, Esq.	
Signature P- <u>53</u> /53	••••
Name: JUSTIN HOOS (printed)	•
Date: 12/5/14-	

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In	re

Chapter 9

CITY OF DETROIT, MICHIGAN,

: Case No. 13-53846

Hon, Steven W. Rhodes

Debtor.

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

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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

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

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

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

14-010025-NF

FILED IN MY OFFICE

CATHY M. GARRETT

WAYNE COUNTY CLERK 6/8/2015 2:10:00 PM

Plaintiffs,

V

CITY OF DETROIT,

Defendant.

HAAS & GOLDSTEIN, PC JUSTIN HAAS (P53153) Attorney for Plaintiff 31275 Northwestern Hwy. Ste. 225 Farmington Hills, MI 48334 (248) 702-6550 jhass@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 <u>smitc@detroitmi.gov</u>

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

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EXHIBIT 4

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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 <u>VIOLATIONS</u>

The City of Detroit ("<u>City</u>") 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 ("<u>Plan of Adjustment</u>"), 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, reclassify, 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 prepetition 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 prepetition 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.

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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: <u>/s/ Marc N. Swanson</u> 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,

Bankruptcy Case No. 13-53846

Honorable Thomas J. Tucker

Debtor.

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 <u>AND (II) ORDER ENJOINING FURTHER VIOLATIONS</u>

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.

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 <u>ADJUSTMENT AND (II) ORDER ENJOINING FURTHER VIOLATIONS</u>

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: <u>/s/ Marc N. Swanson</u> 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 erise 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 $\underbrace{\mathfrak{B}} \underbrace{\mathcal{T}} \underbrace{\mathcal{A}}$, 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 salisfied that the person has and will continue to have the ability to pay No-Fault Claims against it.

 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 Olty's application and widely publicized, on July 18, 2013, the Olty 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 it 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 Ilabilities 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 MOL § 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 MOL § 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 properly 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.8 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 \$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 vaild No-Fault Cialms, the City will promptly replenish any funds disbursed in accordance with the schedule agreed to by DIFS and the City at the time the regulation 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 5

C. <u>DIF8</u>

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

Annette E. Flood

Africite E. Flood Director Department of Insurance and Financial Services

DEPARTMENT OF TREASURY

R. Kevin Clinton Treasurer Department of Treasury

CITY OF DETROIT [Print/Name] Its: EMERICEDEY MANA

8/6/14 Date

Date

Approvid by c. Animi" 8/4/14

EXHBIT 6-B

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

MAY 1 9 2015

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 CLAIM S OF ROSIE JONES

The City of Detroit (the "<u>City</u>") and the claimant identified in paragraph 2 below (the "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), 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 "<u>Chapter 9 Case</u>") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the Eastern District of Michigan (the "<u>Bankruptcy Court</u>"). 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.

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13-53846-tjt Doc 98932-5File6il66/28/05/16EntErtedr66/28/05/16:16:22:29Pageage 2757 58 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 "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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 "<u>Filed Claim Number</u>" in the table in paragraph 2 below (the "<u>Filed Claim[s]</u>").

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.

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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 "<u>Settled Claim</u>") in the corresponding amount set forth in the table below under the heading "<u>Settled Claim Amount</u>":

Filed Claim Number	Filed Claim Amount	Filed Claim Priority	Settled Claim Amount	Settled Claim Priority
1474	\$ 332,310.53	General unsecured, nonpriority	\$ 40,000.00	General unsecured, nonpriority
	Number	Number Amount	NumberAmountPriority1474\$ 332,310.53General unsecured,	NumberAmountPriorityAmount1474\$ 332,310.53General unsecured,\$ 40,000.00

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.

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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 "<u>Plan</u>").

6. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "<u>Plan Distribution</u>." 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 "<u>Non-Plan Payment</u>"), 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.

The Claimant stipulates to dismissal with prejudice of the civil action[s] 9. related to the Filed Claims or Settled Claim[s] in the form attached hereto as Exhibit B.

This Agreement may be executed in identical counterparts, and/or by 10. 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.

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WHEREFORE, the undersigned have executed this Agreement on behalf of the parties hereto.

ROSIE JONES CITY OF DETROIT 2. John By: David J. Demps P58494 Assistant Corporation Counsel Date: CLAIMANT'S COUNSEL: Approved By: James D, Noseda P52563 (Signature) Supervising Assistant Corporation Counsel GERALD ACKER Name Printed P32973

Date: 11 ninkah 2015

Date:

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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:

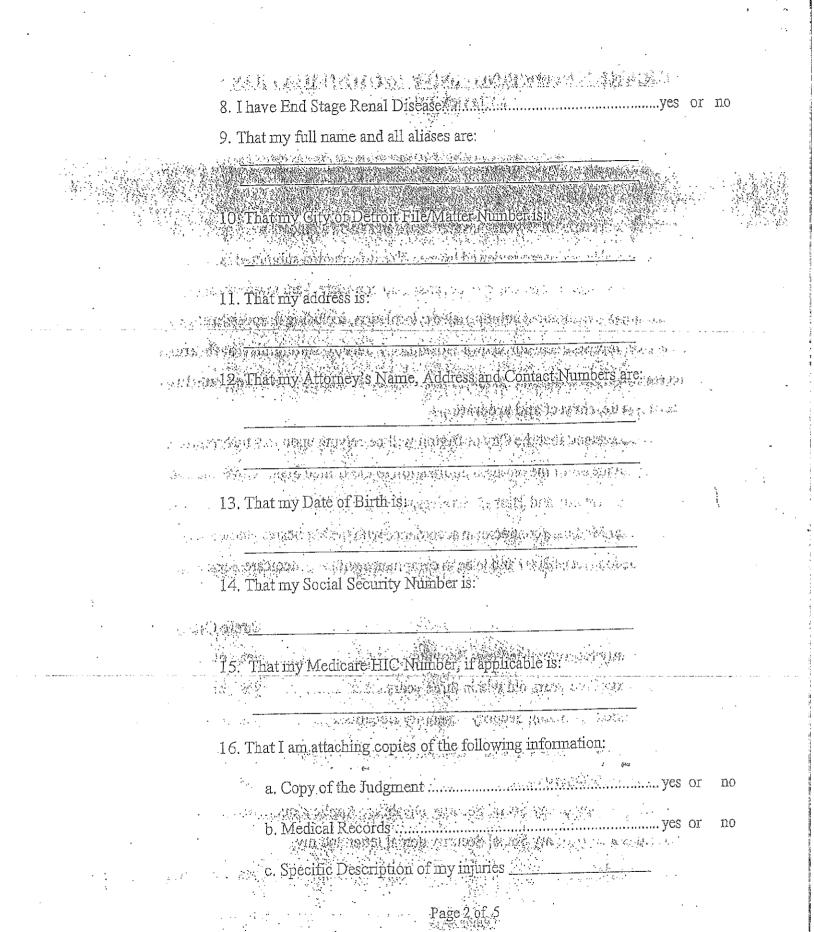
1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, 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

•	Qμυ	10 0.	110
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	по
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	01,	no

Page 1 of 5



17.	Has anyone ever prepared for you:
	a. A Life Care Plan yes or no
ł	o. Medicare Set Aside Cost Projectionsyes or no
C	. Life expectancy projection
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. Thài	my Gender is: Male Female
20. Tha	t the accident which gave rise to this Claim/Lawsuit occurred on:
<u></u>	(Date)
21. On _	(Date), a Settlement or Judgement of my
Clair	n/Lawsuit was agreed to/rendered for the total amount of
	Dollars (\$).
22. 0	n the date of the accident/event, did any household family
• • • III	ember own an automobile with valid No Fault Insurance
CC	overage

64.5

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Page 3 of 5

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, ISHALL 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

HAVE READ THE ABOVE MEDICARI

DISPUTE OR MATTER.

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FURTHER AFFIANT SAITH NOT.

SIGNATURE OF THE CLAIMANT/PLAINTIFF

STATE OF MICHIGAN)
	22(
COUNTY OF	L

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

٧S

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.

<u>ORDER</u>

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

{K:\DOCS\LJT\dempd\a20000\setIment\DJD2004.DOC}

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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 Defefendant'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 The undersigned certifies the state on all parties to the ab current horein at their respec	OV® CAUSA to eac	h of the attachave
publicacton May	18	2015
B,: [] Overnight Courier	[] FAX	E mailed
L) Hand Delivered	U.S. Mail	C Other
Cartified Ma	C Scanned	
Signature	$ > 2^{\rho}$	RADI
J	ъ	

EXHIBIT A

Attorneys and Counselors

Justin Haas Laurie Goldstein Jenifer L. Measel Jessica Faber Matthew S. Payne

Haas & Goldstein



A Professional Corporation

December 22, 2014

Robyn J. Brooks, Esq. City of Detroit Law Department 2 Woodward Ave., Ste. 500 Detroit, MI 48226

Warren Chiropractic & Rehab Clinic, P.C. (Gretchen Smith) v The City Re: 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/Iml Enclosures

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re CITY OF DETROIT, MICHIGAN, Debtor.

Chapter 9 Case No. 13-53846

Hon. Steven W. Rhodes

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 "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), by and through their respective authorized representatives, do hereby agree as follows:

RECITALS

Α. 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 "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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.

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.

WARREN CHIROPRACTIC & REHAB CLINIC (GRETCHEN SMITH), INC.
Dato: <u>12/11/14</u>
Claimant(s) counsel; HAAS & GOLDSPEIN, P.C.
Signature P- <u>53183</u> Name: JM.StIN H995
(printed) Date: 12/11/2014

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

Haas & Goldstein

A Professional Corporation

Re: <u>Priority Patient Transport, LLC (Gretchin Smith) v The City of Detroit</u> 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/Iml Enclosures

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

V

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

AGREEMENT RESOLVING CLAIM OF PRIORITY PATIENT TRANSPORT, LLC (GRETCHIN SMITH)

THIS FORM IS FOR MOTOR VEHICLE CLAIMS ONLY

The City of Detroit (the "<u>City</u>") and the claimant identified in paragraph 2 below (the "<u>Claimant</u>" and, together with the City, the "<u>Parties</u>"), 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 "<u>Chapter 9 Case</u>") by filing a petition for relief under chapter 9 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the Eastern District of Michigan (the "<u>Bankruptcy Court</u>"). 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 "<u>ADR Order</u>") establishing certain alternative dispute resolution procedures (collectively, the "<u>ADR Procedures</u>") 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 Bankruptoy 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 500.3103, (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 "<u>Plan</u>"), (any such claim, a "<u>Settled</u> <u>MVA Claim</u>"), in the corresponding amount set forth in the table below under the heading "<u>Settled</u> <u>MVA Claim Amount.</u>" NOTE - if any bankruptcy claim combines two or more types of claims, the claims must be separated in the chart below:

	Filed Claim Number	Filed Claim Amount	Claim Type –	Settled MVA Claim Amount	Settled MVA Claim Type-
Priority Patient Transport, LLC (Gretchin		\$12, 617.50	identify as a PPI, Tort or Property Claim	\$6.100.00	identify as a PPI, Tort or Property Claim
Smith)			PPI		PPI - \$6,100.00
	· · · · · · · · · · · · · · · · · · ·				

For any tort claims listed, identify all other bankruptcy claims that arise out of the 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.

same

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 "<u>Plan</u>").

7. Any distribution made to the Claimant pursuant to a Plan is referred to herein as a "<u>Plan Distribution</u>." 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 "<u>Non-Plan Payment</u>"), 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 (Gretchin Smith)
By: Name: (printed)	Claimant SMichelle Snutt Date: 12/5/2014
Title:	
Date:	Claimant(s) counsel: Justin Haas, Esq.
	Signature P- <u>53 53</u>
	Name: UStin Haas (printed)
	Date: 12/5/14

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

In re

Chapter 9 Case No. 13-53846

Debtor.

Hon, Steven W. Rhodes

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.

CITY OF DETROIT, MICHIGAN,

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

<u>ORDER</u>

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

-8-13-53846-tjt Doc 98932-5-ilefilefilefi/08/05/16:16:16:22:29afe 57:57 58 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

13-53846-tjt Doc 11142-6 Filed 05/03/16 Entered 05/03/16 16:44:29 Page 1 of 37

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 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

- ⁹ Docket # 10022.
- ¹⁰ Docket # 10116.

⁷ Docket # 9893.

⁸ Docket # 9969.

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

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).

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).

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.

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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

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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-

⁴⁰ *Id*.

³⁸ City of Detroit Written Reprimand Form (bold in original) (Docket # 10183, Ex. 6D).

³⁹ Docket # 10183, Ex. 6G.

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

⁴³ *Id*.

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⁴² Docket # 10183, Ex. 6J.

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-

If you accept the Plan, you are voting to approve a release of any

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:

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.

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.").

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claims that you have against the State, the City, and other entities in connection with the loss of part of your pension.

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 postpetition 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*

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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'

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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. Frenvile 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

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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-

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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 prepetition 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 TCBI'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 "privy" of Afful. "A privy 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 nofault 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 prepetition relationship with the City. *See In re Pan American Hosp. Corp.*, 364 B.R. 839, 848

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(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

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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, ¶
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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 prepetition 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

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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.

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Signed on April 19, 2016

<u>/s/ Thomas J. Tucker</u> Thomas J. Tucker United States Bankruptcy Judge