

**Fill in this information to identify the case:**

Debtor 1 <u>Henry Ford Village, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <b>Eastern District of Michigan</b>
Case number: <b>20-51066</b>

**FILED**  
 U.S. Bankruptcy Court  
 Eastern District of Michigan  
 3/8/2021  
 Todd M. Stickle, Clerk

**Official Form 410  
 Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Auto-Owners Insurance Company</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	<u>Payor for the benefit of resident, Betty Fischer, Resident No. 3015381L</u>
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Auto-Owners Insurance Company</u>	_____
	Name	Name
	<u>Linda Davis Friedland, Esq. 17436 College Parkway Livonia, MI 48152</u>	
	Contact phone <u>(734) 261-2400</u>	Contact phone _____
	Contact email <u>LFRIEDLAND@CMDA-LAW.COM</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<p><b>6. Do you have any number you use to identify the debtor?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p><b>7. How much is the claim?</b></p>	<p>\$ 114670.00</p> <p><b>Does this amount include interest or other charges?</b>  <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p><b>8. What is the basis of the claim?</b></p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).                  Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Portion of entrance fee for lease.                  _____</p>
<p><b>9. Is all or part of the claim secured?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p><b>Nature of property:</b>  <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p><b>Value of property:</b> \$ _____</p> <p><b>Amount of the claim that is secured:</b> \$ _____</p> <p><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____ %  <input type="checkbox"/> Fixed  <input type="checkbox"/> Variable</p>
<p><b>10. Is this claim based on a lease?</b></p>	<p><input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ 0.00</p>
<p><b>11. Is this claim subject to a right of setoff?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Identify the property: _____</p>

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

**Part 3: Sign Below**

<p><b>The person completing this proof of claim must sign and date it. FRBP 9011(b).</b></p> <p>If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.</p> <p><b>A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.</b></p>	<p>Check the appropriate box:</p> <p><input type="checkbox"/> I am the creditor.</p> <p><input checked="" type="checkbox"/> I am the creditor's attorney or authorized agent.</p> <p><input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.</p> <p><input type="checkbox"/> I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.</p> <p>I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed on date <u>3/8/2021</u></p> <p style="text-align: center;">MM / DD / YYYY</p> <p><u>/s/ Linda Davis Friedland</u></p> <p>Signature</p> <p>Print the name of the person who is completing and signing this claim:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name</td> <td colspan="3"><u>Linda Davis Friedland</u></td> </tr> <tr> <td></td> <td style="width: 25%;">First name</td> <td style="width: 25%;">Middle name</td> <td style="width: 25%;">Last name</td> </tr> <tr> <td>Title</td> <td colspan="3"><u>Attorney</u></td> </tr> <tr> <td>Company</td> <td colspan="3"><u>Cummings, McClorey, Davis, &amp; Acho, PLC</u></td> </tr> <tr> <td>Address</td> <td colspan="3"><u>17436 College Parkway</u></td> </tr> <tr> <td></td> <td colspan="3"><u>Livonia, MI 48152</u></td> </tr> <tr> <td></td> <td colspan="3"><u>City State ZIP Code</u></td> </tr> <tr> <td>Contact phone</td> <td><u>7342612400</u></td> <td>Email</td> <td><u>lfriedland@cmda-law.com</u></td> </tr> </table>	Name	<u>Linda Davis Friedland</u>				First name	Middle name	Last name	Title	<u>Attorney</u>			Company	<u>Cummings, McClorey, Davis, &amp; Acho, PLC</u>			Address	<u>17436 College Parkway</u>				<u>Livonia, MI 48152</u>				<u>City State ZIP Code</u>			Contact phone	<u>7342612400</u>	Email	<u>lfriedland@cmda-law.com</u>
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**FIRST PARTY INSURANCE AGREEMENT AND RELEASE BETWEEN BETTY FISCHER AND AUTO-OWNERS INSURANCE COMPANY**

The parties to this agreement, Betty Fischer and her attorney in fact, Brian Fischer, and Auto-Owners Insurance Company, which is Betty Fischer's insurer under a contract of First Party No-Fault Insurance, bearing policy number 46-133-163-00, acknowledge that after careful negotiations and due consideration of the various options available to the claimant, Betty Fischer, and with full understanding that this agreement will be legally binding upon the parties to it, voluntarily and freely enter into the following agreement;

Betty Fischer, having been injured in a pedestrian/automobile accident on February 24, 2005, wherein she sustained significant bodily injuries, is entitled to the payment of First Party No-fault benefits payable by Auto-Owners Insurance Company pursuant to the No-Fault Statute. The parties hereby agree to the following terms and conditions concerning Betty Fischer's care, recovery, and rehabilitation from the injuries she sustained in that accident:

1. Rather than have her current home undergo extensive home modifications, the parties agree that Betty Fischer will move into Henry Ford Village, located at 15101 Ford Road, Dearborn, Michigan. Betty Fischer hereby releases Auto-Owners Insurance Company from any claim she may have for home modifications to her personal residence in exchange for the terms and conditions contained in this agreement.
2. The parties agree that out of the total amount of the Henry Ford Village's Entrance Deposit of \$150,000, Auto-Owners Insurance Company will pay \$114,670. Betty Fischer and/or her son/attorney-in-fact Brian Fischer will pay \$35,330.
3. In the event that Henry Ford Village has to deduct various amounts out of the Entrance Deposit in order to pay for the costs associated with the residency at Henry Ford Village of Betty Fischer, then those amounts will be first deducted from the share of the Entrance Deposit paid by Betty Fischer or by Brian Fischer on her behalf (\$35,330), until that share is exhausted, before any amounts are deducted from the share paid by Auto-Owners Insurance Company.
4. Upon termination of Betty Fischer's residency at Henry Ford Village, for any reason whatsoever, the portion of the Entrance Deposit paid by Auto-Owners Insurance Company specified in Paragraph 2 above shall be returned to Auto-Owners Insurance Company by Henry Ford Village, pursuant to the terms of the Residency and Care Agreement, as well as Refund Form 3, attached as an exhibit to this Agreement and incorporated by reference. If the amount remaining in the Entrance Deposit is less than the \$114,670 paid by Auto-Owners, then that remaining balance shall be paid to Auto-Owners Insurance Company by Henry Ford Village, pursuant to the terms of the residency and Care Agreement and Refund Form 3.
5. Betty Fischer and Brian Fischer agree to notify Henry Ford Village of this Agreement, and provide it with a copy, as well as sign the necessary Refund of Entrance Deposit Form, and Refund Form, listing Auto-Owners Insurance Company as a beneficiary, modifying those forms to reflect this agreement concerning the Entrance Deposit, as outlined in the preceding paragraphs 2, 3, and 4. A copy of those signed, modified, forms shall be provided to Auto-Owners Insurance Company as soon as possible after they have been signed. Betty Fischer and Brian Fischer agree to execute any additional documents

necessary, at anytime, to fulfill the terms of this agreement.

- 6. Betty Fischer will be moving into an independent living unit that currently costs \$1,304 per month. Auto-Owners Insurance Company agrees to pay \$640 of that amount, per month, which is 49% of that fee, while Betty Fischer pays the remaining 51%. Auto-Owners Insurance Company agrees that it will continue to pay 49% of that fee for the independent living unit, as well as that same percentage for any increases in the annual fee for that independent living unit, until such time as Betty Fischer's residency at Henry Ford Village is terminated.
- 7. The parties agree that Betty Fischer and Auto-Owners Insurance Company have all of the rights guaranteed to each of them pursuant to their policy of insurance and by way of statute, MCLA 500.3100 et seq.
- 8. Should Betty Fischer voluntarily (and not for medical reasons attributable to her injuries from the motor vehicle accident) choose to change her accommodations, it shall be at her own expense, and Auto-Owners Insurance Company shall not be responsible for any increase in payments with regard to those new accommodations. It is understood, however, that a move to either Assisted Living or the Nursing Care Facility at Henry Ford Village shall not be considered a voluntary choice on her behalf and will not trigger the terms of this paragraph, if it is for medical reasons attributable to her injuries from the motor vehicle accident. If the move is related, then Auto-Owners will pay for the increased cost of the Assisted Living or Nursing Care Facility at Henry Ford Village.
- 9. Auto-Owners Insurance Company agrees to pay for the modifications that have to be made to the independent living unit where Betty Fischer will reside at Henry Ford Village (assuming Henry Ford Village agrees to/approves those modifications), for purposes of her care, recovery, and rehabilitation.
- 10. The parties agree that this document shall not impair or release any claims for reasonable and necessary medical services that Betty Fischer may have for personal injury protection benefits (No-fault benefits), that she may have in the future and which are related to this automobile accident of February 24, 2005. The parties also agree that Auto-Owners Insurance Company is not necessarily admitting liability for the payment of said benefits, unless they are reasonable, necessary, and related to this accident.

The parties and their representatives have carefully reviewed this document and voluntarily signed it with the understanding that this is a Partial Release of No-fault Benefits as herein described.

X Betty Fischer  
BETTY FISCHER

Date: 3/9/06

X Brian Fischer  
BRIAN FISCHER  
Attorney in fact

Date: 3/9/06

X \_\_\_\_\_  
REPRESENTATIVE OF  
AUTO-OWNERS INSURANCE CO.

Date: \_\_\_\_\_

**REFUND FORM 3**

1. Refund during Lifetime - In the event that a refund becomes payable during Resident's lifetime under the terms of the Care Agreement, Resident hereby designates that the Entrance Deposit be refunded to: (please check one option)

Resident \_\_\_\_\_ Beneficiaries as designated below:  X

2. Refund upon Death - In the event that a refund becomes payable upon the Resident's death under the terms of the Care Agreement, Resident hereby designates that the Entrance Deposit be refunded directly for convenience of the beneficiaries listed below, as specified below.

**Amount of Interest, Names and Addresses of Beneficiaries**

1. \$114,670.00 (or any balance below that amount) to Auto Owners Insurance Company c/o William Lemanski, Claims Representative P.O. Box 30660 Lansing, MI 48909 Telephone Number: 517-323-8866

2. Any remaining balance, after payment to Auto-Owners Insurance Company of the above amount, is to be paid to: Betty J. Fischer (or her estate), in care of her attorney-in-fact, Brian E. Fischer, 367 Chalfonte Avenue, Grosse Pointe Farms, MI 48236 Telephone: (313) 882-3579

If the balance of the refund of the Entrance Deposit is less than \$114,670.00, the entire balance is to be paid to Auto-Owners Insurance Company, pursuant to the parties' agreement.

Betty J. Fischer  
Resident

3/9/06  
Date

Brian E. Fischer  
Witness

\_\_\_\_\_  
Witness

Received by HENRY FORD VILLAGE:

By: \_\_\_\_\_  
HENRY FORD VILLAGE Representative

\_\_\_\_\_  
Date