

STATE OF MICHIGAN
IN THE SUPREME COURT

PORTIA WILLIAMSON and LATESHA Supreme Court No. 165131
WILLIAMSON, as personal representative Court of Appeals No. 357070
for the Estate of CHARLES WILLIAMSON
(deceased),

Plaintiff-Appellees,

Wayne County Circuit Court
Case No. 19-014047-NF

-v-

AAA-MICHIGAN,

Defendant-Appellant,

**Index of Attachments to
Brief of *Amicus Curiae*
Insurance Alliance of Michigan**

Michael J. Cook (P71511)
Collins Einhorn Farrell PC
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Dated: February 23, 2024

Index of Attachments

<i>Attachment</i>	<i>Title</i>
1	Logeman, No-Fault Automobile Law and Practice in Michigan, Form 8.17
2	<i>Candler v Farm Bureau</i> Summary-Disposition Motion, Dovitz Letter to Jennings, dated Nov. 17, 2015 in Exhibit E to Motion

ATTACHMENT 1

STATE OF MICHIGAN
[COUNTY] CIRCUIT COURT

[Plaintiff's name],

Plaintiff,

v

Case No. [number]-[case-type code]

Judge [name]

[Defendant's name],

Defendant.

_____/

[Attorney's name] (P[number])

Attorney for Plaintiff

[Address, telephone, email]

[Either]

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

[Or]

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 [this court / court name], where it was given case number [number] and was assigned to Judge [name]. The action [remains / is no longer] pending.

COMPLAINT

Plaintiff states:

Common Allegations

1. Plaintiff is a resident of [county], Michigan.
2. Defendant conducts a regular and systematic part of its business in [county], Michigan.
3. The amount in controversy exceeds \$25,000.

Count I

Breach of Contract Claim

4. Plaintiff incorporates by reference paragraphs 1 through 3.
5. On or about **[date]**, Plaintiff was insured with Defendant under the provisions of an automobile insurance policy issued by Defendant that was then in effect in accordance with the provisions of the Michigan No-Fault Automobile Insurance Act (No-Fault Act), MCL 500.3101 et seq., and for which applicable premiums were paid.
6. Under the terms and conditions of the automobile insurance policy, Defendant became obligated to pay to or on behalf of Plaintiff certain expenses or losses if Plaintiff sustained bodily injury or death in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle.
7. On **[date]**, in **[county]**, Michigan, Plaintiff was an occupant of a motor vehicle that was involved in a collision in which Plaintiff sustained accidental bodily injuries within the meaning of Defendant's policy and MCL 500.3105. Plaintiff's injuries include but are not limited to **[specify]**.
8. As a result of the collision, Plaintiff has incurred
 - a. reasonable and necessary expenses for care, recovery, or rehabilitation;
 - b. loss of wages as provided by MCL 500.3107(1)(b);
 - c. expenses for reasonable and necessary replacement services; and
 - d. expenses for other personal protection benefits in accordance with the applicable no-fault provisions.
9. Defendant has refused or is expected to refuse to pay Plaintiff all personal protection insurance benefits in accordance with the applicable no-fault and contract provisions.
10. Reasonable proof for full payment of all personal protection insurance benefits has been or will be supplied, but Defendant has refused to pay or is expected to refuse to pay in the future.
11. Defendant has unreasonably refused to pay or has unreasonably delayed making proper payments to Plaintiff contrary to MCL 500.3142 and MCL 500.3148 and continues to do so.

Count II
Declaratory Relief

12. Plaintiff incorporates by reference paragraphs 1 through 11.
13. An actual controversy exists between Plaintiff and Defendant.
14. The court must determine the following:
 - a. the applicability of the No-Fault Act to Plaintiff's claims
 - b. the amount of wage loss benefits, replacement service expenses, medical expenses, no-fault interest, actual attorney fees, or other benefits owed to Plaintiff
 - c. whether and in what amount any reduction, setoffs, or reimbursements may be claimed by Defendant
 - d. other determinations, orders, and judgments necessary to fully adjudicate the rights of the parties, including whether Defendant's legal responsibility is secondary to Medicare advantage organizations under 42 CFR 422.108, and 42 CFR 423.462, and 42 USC 1395y(b)(3)(A).

PLAINTIFF REQUESTS a declaration of rights and an award of damages in whatever amount Plaintiff is found to be entitled to in excess of \$25,000, plus interest, costs, and no-fault attorney fees.

[Firm name]

Dated: **[date]**

[Signature line]

[Typed name of attorney] (P[number])

Attorney for Plaintiff

[Address, telephone, email]

ATTACHMENT 2

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR COUNTY OF WAYNE

KALVIN CANDLER,
Plaintiff,

v

Case No. 15-011245-NF
HON. PATRICIA PEREZ FRESARD

15-011245-NF

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

FILED IN MY OFFICE
WAYNE COUNTY CLERK
2/29/2016 12:08:22 PM
CATHY M. GARRETT

Defendant.

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DEFENDANT'S MOTION FOR SUMMARY DISPOSITION

Defendant, FARM BUREAU AUTOMOBILE INSURANCE COMPANY, by its attorneys, GARAN LUCOW MILLER, P.C., and for its Motion for Summary Disposition filed pursuant to MCR 2.116(C)(8) and (10), hereby states as follows:

1. Plaintiff filed this lawsuit seeking payment of Michigan No-Fault personal protection benefits for injuries he allegedly sustained as the result of being struck by a motor vehicle on September 12, 2014. **(Exhibit B – Complaint).**

2. On November 24, 2014, Plaintiff applied for no-fault benefits through the Michigan Assigned Claims Plan (hereinafter "MACP"). **(Exhibit C, MACP Application).**
3. In his application to the MACP, Plaintiff signed under the "Fraud Warning" acknowledging the following:

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 of the insurance code that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the Assigned Claims Plan.

(Exhibit C, MACP Application)(emphasis added).

4. Defendant is the assigned servicing insurer.
5. A claim for personal protection insurance benefits under the MACP must be made on an application prescribed by the MACP. **(Exhibit D, Plan, Sec. 5.1(A)).**
6. As the servicing insurer, Defendant **makes the final determination of eligibility. (Exhibit D, Plan, Sec 5.1(B)(5)).**
7. A servicing insurer to whom a claim has been assigned **shall investigate the claim for benefits under the Plan. (Exhibit D, Plan, Sec 5.3(B)).**
8. **A servicing insurer shall either deny the claim as being ineligible for benefits under the Plan or make prompt payment of loss or other lawful**

disposition of the claim in accordance with statute. (Exhibit D, Plan, Sec 5.3(D)).

9. Defendant has determined that Plaintiff's claim is ineligible for benefits under the Plan due to his misrepresentations in violation of the Fraud Warning.
10. Farm Bureau now moves for summary disposition on the basis that Plaintiff engaged in fraudulent conduct in connection with his claim for PIP benefits and, thus, should be barred from receiving PIP benefits.
11. The record is replete with evidence demonstrating fraudulent conduct engaged in by Plaintiff in connection with his claim. Plaintiff seeks replacement services and at times twenty-four hour attendant care benefits from Farm bureau claiming he was unable to perform certain activities on his own. **(Exhibit E)**. Allegedly his brother, Andrew Candler, provided him said services. **(Exhibit H – Fraudulent Replacement Service Logs; Exhibit I – Fraudulent Attendant Care Log)**. However his brother testified that he stopped performing these services after July of 2015. **(Exhibit F – A. Candler Dep p. 9-10)**.
12. In addition, while Plaintiff was claiming twenty-four hour attendant care his brother was gone from the house for at thirteen (13) hours a day for work and sleep. **(Exhibit F p. 20-21)**. Moreover Andrew Candler testified that it was not his signature on some of the forms submitted. **(Exhibit F p. 20-21)**.
13. **In fact, Plaintiff through his counsel submitted an “Amended Attendant Care Form.” (Exhibit A). This is essentially an admission that the prior submissions were fraudulent.**


14. To date, Farm Bureau has paid \$153,980.42 in PIP benefits. **(Exhibit G)**. Farm Bureau is entitled to restitution of these benefits as they were obtained by fraud. See, e.g., *Michigan Ed Employees Mut Ins Co v Morris*, 460 Mich 180, 197; 596 NW2d 142, 151 (1999).
15. Pursuant to MCL 500.3148(2) the Defendant asks for costs and attorney fees in having to defend this fraudulent action.
16. For the above stated reasons, there are no genuine issues of material fact regarding Plaintiff's fraudulent conduct and therefore all claims brought by Plaintiff must be dismissed with prejudice.

WHEREFORE, the reasons stated herein and in more detail on the record in open court, Defendant **FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN**, prays this Honorable Court **GRANT** the Motion for Summary Disposition and **DISMISS** the entire claim against Farm Bureau with prejudice. Defendant further prays this Honorable Court enter an order for Defendant to make restitution to Plaintiff for all PIP benefits paid pursuant to his fraudulent claim. Plaintiff further requests an award of an attorney fee pursuant to **MCL 500.3148(2)** and any additional relief this Court deems just and appropriate in these circumstances.

Respectfully Submitted,

GARAN, LUCOW, MILLER, P.C.

BY:


CHRISTIOHER JENNINGS (P78287)
Attorneys for Defendant
101 North Main Street, Suite 460
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(734) 930-5600

Dated: February 29, 2016

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR COUNTY OF WAYNE

KALVIN CANDLER,
Plaintiff,

v

Case No. 15-011245-NF
HON. PATRICIA PEREZ FRESARD

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,
Defendant.

DOUGLAS S. DOVITZ (P31840)
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BRIEF IN SUPPORT OF DEFENDANT’S MOTION FOR SUMMARY DISPOSITION

I. Introduction

This lawsuit stems from a September 12, 2014 motor vehicle accident wherein Plaintiff was struck by a motor vehicle. Plaintiff applied for no-fault benefits through the Michigan Assigned Claims Plan (hereinafter the “MACP”) because he was an uninsured

pedestrian at the time of the accident. Defendant was assigned as the servicing insurer.

When Plaintiff signed his MACP Application on November 24, 2014, Plaintiff agreed to the Fraud Warning that provided that any material misrepresentation by or on behalf of Plaintiff would result in him being precluded from seeking no-fault benefits. Plaintiff made such material misrepresentations in his deposition and is therefore, along with Intervening Plaintiff, precluded from seeking no-fault benefits from this Defendant.

In a nutshell, Plaintiff's claims for replacement services and attendant care are fraudulent. Most obviously as seen in the "Amended Attendant Care Form" submitted through counsel that should be seen as an admission that the previous forms submitted were in fact material misrepresentations.

Therefore, Farm Bureau's Motion must be granted and Plaintiff's entire case for PIP benefits against Farm Bureau must be dismissed with prejudice. Farm Bureau also is entitled to restitution of all PIP benefits paid to Plaintiff because benefits were obtained by fraud. There is no evidence that defendant breached any of its obligations of the Michigan No-Fault Law. Finally, this Defendant asks for costs and attorney fees in having to defend this fraudulent action pursuant to **MCL 500.3148(2)**.

II. Facts

a. Plaintiff's MACP Application

Plaintiff submitted an application to the Michigan Assigned Claims Plan on November 24, 2014. In this application, Plaintiff signed under the "Fraud Warning" and agreed to be bound by the following:

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 of the insurance code that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the Assigned Claims Plan.

(Exhibit C, MACP Application)(emphasis added).

It is clear that Plaintiff made several representations of a fraudulent nature by way of submission of certain documents and the testimony of his care provider.

“AMENDED” ATTENDANT CARE LOG

After his deposition, Plaintiff submitted an “Amended Attendant Care Log” for the month of February 2015. This is basically an admission that a material misrepresentation was made. **(Exhibit A)**. This was nothing more than an attempt to cure a prior fraudulent submission.

The fact that Plaintiff requested payment for this Amended Attendant Care Form confirms that complete lack of respect for this system. Moreover, this form still does not conform to the testimony provided. Andrew Candler testified that he was there for six (6) to seven (7) hours. That is not eight (8) hours. Furthermore, he testified that “before I go to work, my main job, I pop in, make sure that he's okay and do stuff. Then after I get off work, I still pop in, make sure that he's okay before he go to bed and I leave.” **(Exhibit F p. 12)**. The care was never provided in a solid block of time as indicated by

the form and never for eight (8) hours according to the testimony of the actual care provider. This is a last ditch effort to cover up the documents submitted with material representations, but it still contains information that directly conflicts with sworn testimony. As a result if it's not evidence of fraud on its face, then it contains additional evidence of the fraud that has encumbered this entire litigation.

FORGED SIGNATURE AND REPLACEMENT SERVICE DOCUMENTS

There were documents with forged signatures. **(Exhibit F 20-21 and Exhibit H)**. Furthermore documents were submitted claiming services were provided that were not **(Exhibit H – Fraudulent Replacement Service Logs)**.

Andrew Candler, Plaintiff's care provider, testified that Plaintiff lived off of 24 Mile and Dequinder from September of 2014 until July of 2015 and then he moved to Detroit to live with his girlfriend. **(Exhibit F p. 9-10)**. This is important because Andrew stated he did not provide any services to his brother, the Plaintiff, since he moved back to Detroit in July of 2015. *Id.* Any forms submitted that indicate Andrew Candler provided services for August, September, and October of 2015 are fraudulent. **(Exhibit H Fraudulent Replacement Service Logs)**. It was not done just once. There were three months of fraudulent forms submitted. This is a gross misrepresentation and is the exact type of behavior that should come with the strictest of sanctions.

Not only were the services not provided in August, September and October of 2015 as Plaintiff alleged, these forms also contained a forged signature.**(Exhibit F p. 20-21)**. The testimony makes it obvious that Plaintiff submitted fraudulent documents:

Q So, I'm going to hand you three documents that are household service logs for August of 2015, September of 2015, and October of 2015. **Are those your signatures at the bottom of those documents?**

- A No.
Q It's not your signature?
A No.
Q Whose signature --
A I don't know.
Q So, you didn't sign those documents?
A No.
Q Did you fill those documents out?
A No.

This testimony demonstrates that Plaintiff submitted documents with a forged signature. **(Exhibit H)**. What is worse is the fact that it was a forged signature for services that were not even provided in the first place. This was made apparent when Andrew Candler testified that he stopped providing services after July 2015. **(Exhibit F p. 9-10)** Plaintiff was not signing on his brother's behalf; rather he was signing a fraudulent document with the specific intent to defraud the insurance company. This was done again, on three separate instances. The repeated attempts to submit false information reveals the true intentions and motivations of the Plaintiff – to receive money for his fraud.

FALSIFIED ATTENDANT CARE LOGS

If the forgeries and false information are not enough, there were attendant care claims that were completely false as it related to the amount of time Plaintiff's brother was present at his home providing said services. **(Exhibit I – Fraudulent Attendant Care Forms)**. In particular, Plaintiff submitted a form that specified his brother provided attendant care to him for twenty-four (24) hours a day in February 2015. **(Exhibit I)** However, when questioned about it, Andrew Candler testified that he worked for eight

(8) hours a day and slept between five to six (5 to 6) hours a night. **(Exhibit F p. 14-15).**

He did not sleep at the house with Plaintiff. The testimony revealed the inconsistency:

Q So, how many hours a day were you actually physically in the house?

A I'd say I was gone eight hours for my job and then about five to six hours to get sleep and then I come back there. So --

Q So, eight hours at work and then five to six hours of sleep?

A Yeah.

Q So, that's about 13 to 14 hours away. **So, at most, you could have spent 10 hours a day providing care to your brother?**

A Yeah.

Q So, looking at this form, why did you sign documents that you provided 24 hours of care to your brother?

A I don't know.

(Exhibit F p. 14-15). The attendant care form at issue is attached. The fraudulent submissions did not stop here either as it relates to attendant care. Plaintiff submitted documents claiming sixteen (16) hours were provided for the month of April and May of 2015. **(Exhibit I).** Andrew Candler was still working 8 hours a day and was still sleeping for at least 5 hours a day. **(Exhibit F p. 16-17).** Again impossibility of performance yet Plaintiff and his care provider submitted the documentation claiming certain no fault benefits.

These representations are in violation of the Fraud Warning agreed to by Plaintiff in his application to the MACP. As a result, Plaintiff is ineligible for payment or benefits under the Assigned Claims Plan by the plain language of the MACP Application.

Standard of Review

Defendant seeks summary disposition of Plaintiff's claims pursuant to MCR 2.116(C)(10). MCR 2.116(C)(10) provides that summary disposition is proper when "[e]xcept as to the amount of damages, there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law." MCR 2.116(G)(4)

provides that a “party may not rest upon the mere allegations or denials of his or her pleadings but must, by affidavits or as otherwise provided in this rule, set forth the specific facts showing that there is a genuine issue for trial.”

In *Maiden v. Rozwood*, 461 Mich. 109 (1999), the Court stated, “[t]he court rule plainly requires the adverse party to set forth specific facts at the time of the motion showing a genuine issue for trial.” A motion for summary disposition under MCR 2.116(C)(10) tests the factual support of a claim, *Smith v. Globe Life Ins. Co.*, 460 Mich. 446, 454 (1999), and the reviewing court considers affidavits, pleadings, depositions, admissions, and documentary evidence filed in the action or submitted by the parties in the light most favorable to the nonmoving party. *Quinto v. Cross & Peters Co.*, 451 Mich. 358, 362 (1996).

III. Law and Argument

A. The plain terms of the fraud provision in MACP Plan precludes Plaintiff from receiving PIP benefits as a result of the subject accident since Plaintiff engaged in fraudulent conduct in connection with his claim for PIP benefits

An insurance policy is much the same as any other contract. It is an agreement between the parties in which a court will determine what the agreement was and effectuate the intent of the parties. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566-67; 489 NW2d 431 (1992). An insurance contract must be enforced in accordance with its terms, since a court must not hold an insurance company liable for a risk that it did not assume. *Henderson v State Farm Ins Co*, 460 Mich 328, 354; 596 NW2d 190 (1999), *citing*, *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566-567; 489 NW2d 431 (1992). The court must give the language contained in the policy its plain and

ordinary meaning so that technical and strained constructions are avoided. *Royce v Citizens Ins Co*, 219 Mich App 537, 542; 557 NW2d 144 (1996). Clear and unambiguous language may not be rewritten under the guise of interpretation. *South Macomb Disposal Auth v American Ins Co (On Remand)*, 225 Mich App 635, 653; 572 NW2d 686 (1997).

Although, no actual contract of insurance exists, the application for benefits through the MACP is also a contract and contains a provision regarding fraud and misrepresentations. Per MCL 500.3171(2),¹ the MACP has implemented the assigned claims plan attached as **Exhibit D** (hereinafter the “Plan”). The Plan details the strict application requirements of the claimants and the duties of the servicing insurers assigned the claimant’s claim. More specifically, the Plan provides for the following strict requirements regarding the application by a claimant:

- A claim for personal protection insurance benefits under the MACP **must be made on an application prescribed by the MACP. (Exhibit D, Plan, Sec. 5.1(A)).**

The Plan also provides the following duties and rights of the servicing insurer:

- If the claim is assigned, **the servicing insurer will make the final determination of eligibility. (Exhibit D, Plan, Sec 5.1(B)(5).**
- A servicing insurer to whom a claim has been assigned **shall investigate the claim for benefits under the Plan.** (Exhibit F, Plan, Sec 5.3(B)).
- **A servicing insurer shall either deny the claim as being ineligible for benefits under the Plan or make prompt payment of**

¹ “The Michigan automobile insurance placement facility shall adopt and maintain an assigned claims plan. A self-insurer or insurer writing insurance as provided by this chapter in this state shall participate in the assigned claims plan. Costs incurred in the administration of the assigned claims plan shall be allocated fairly among insurers and self-insurers. On approval under subsection (3), the Michigan automobile insurance placement facility shall implement the assigned claims plan.”

loss or **other lawful disposition of the claim in accordance with statute. (Exhibit D, Plan, Sec 5.3(D)).**

There exists no question of fact that Plaintiff had to, and did, sign the MACP Application in order to seek no-fault benefits through the MACP. The MACP application required that Plaintiff agree to the Fraud Warning language, which Plaintiff unquestionably did on November 24, 2014. Plaintiff is bound by the terms of this agreement. **(Exhibit C, MACP Application).**

Per the strict requirements of the Plan implemented under MCL 500.3171 and the contract signed by Plaintiff with the MACP, Plaintiff is precluded from seeking no-fault benefits through the MACP.

It is expected that Plaintiff will argue that such a contractual provision in the MACP Application is unenforceable as it “runs afoul of the statute.” This argument fails for two (2) reasons. First, The MACP Application is a product of MCL 500.3171(2) and inherently cannot run afoul of the no-fault statute. Second, under *Bahri v IDS Prop Cas Ins Co*, 308 Mich App 420; 864 NW2d 609 (2014) *app den* 498 Mich 879; 868 NW2d 910 (2015), such contractual provisions are enforceable.

The MACP plan contains a clear and specific exclusion barring coverage for any claimant who has made fraudulent statements or engaged in fraudulent conduct in connection with a claim. Summary disposition is appropriate if there are no factual disputes and reasonable minds cannot differ regarding the legal effect of the facts, the decision whether a plaintiff’s claim is barred is a question of law. *Terrace Land Dev Corp v Seeligson & Jordan*, 250 Mich App 452, 455; 647 NW2d 524 (2002). Here,

reasonable minds cannot differ that Plaintiff engaged in fraudulent conduct in connection with his claim for PIP benefits and, thus, his claim should be dismissed.

A claim is considered fraudulent when (1) the misrepresentation was material, (2) it was false, (3) that the insured knew that it was false at the time it was made or that it was made recklessly, without any knowledge of its truth, and (4) that the insured made the material misrepresentation with the intention that the insurer would act upon it. *Bahri v IDS Property Casualty Ins Co*, 308 Mich App 420; 864 NW2d 609 (2014). Plaintiff's claim for PIP benefits was fraudulent because he submitted attendant care forms claiming services with a forged signature and the services were not actually provided. Moreover, Plaintiff also submitted claims where he was getting twenty-four hours of attendant care which his care provider testified he spent at least thirteen hours away from Plaintiff at work and sleeping. Plaintiff made these material misrepresentations with the intention that Farm Bureau rely upon it.

Recently in *Bahri, supra*, the Court of Appeals determined that the plaintiff's PIP claims were barred under the policy due to fraudulent conduct engaged in by the plaintiff regarding her claim for PIP benefits. Specifically, the plaintiff's PIP claim in *Bahri* included a claim for replacement services allegedly provided daily from October 2011 to February 29, 2012. Surveillance video, however, captured the plaintiff bending, lifting, driving, and running errands on some of the same days she claimed she needed assistance with those types of activities. The plaintiff also submitted claims for replacement services for the entire month of October even though the accident did not occur until October 20, 2011.

Applying the fraud factors, the *Bahri* Court ultimately determined that the plaintiff's actions regarding submission of her claim for replacement services constituted fraud because on the same day the plaintiff claimed such services were provided video surveillance showing the plaintiff performing actions she claimed she was unable to do on her own:

[D]efendant produced surveillance evidence depicting plaintiff performing activities inconsistent with her claimed limitations. Plaintiff was observed bending, lifting, carrying objects, running errands, and driving—on the dates when she specifically claimed she needed help with such tasks. Of particular note, on November 11, 2011, plaintiff represented that she required assistance vacuuming, cooking, dishwashing, making beds, grocery shopping, taking out the garbage, driving, and running errands. Yet, surveillance videos captured her performing various activities, such as lifting, carrying, and dumping a large bucket of liquid in her yard. On December 19, 2011, plaintiff sought replacement services for various household activities, including grocery shopping. But, on that day, she was observed running several errands from 11:05 a.m. until 7:00 p.m. Plaintiff indicated that on December 29, 2011, she required Radwan's assistance to drive her and perform multiple household activities. However, surveillance video on that day captured plaintiff driving her own vehicle on errands. Similar discrepancies were noted for December 30, 2011.

This evidence belies plaintiff's assertion that she required replacement services, and it directly and specifically contradicts representations made in the replacement services statements. Reasonable minds could not differ in light of this clear evidence that plaintiff made fraudulent representations for purposes of recovering PIP benefits. Stated differently, we find no genuine issue of material fact regarding plaintiff's fraud. See *Mina*, 218 Mich App at 686, 555 NW2d 1. Because plaintiff's claim for PIP benefits is precluded, intervening plaintiffs' claim for PIP benefits is similarly barred, as they stand in the shoes of plaintiff.

Id. at 425-426.

In addition, Plaintiff's conduct was arguably criminal under the related statutory provision set forth in MCL 500.4503 and which provides, in part, as follows:

A fraudulent insurance act includes, but is not limited to, acts or omissions committed by any person who knowingly, and with an intent to injure, defraud, or deceive:

* * *

Presents or causes to be presented to or by any insurer, any oral or written statement including computer-generated information as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, knowing that the statement contains false information concerning any fact or thing material to the claim.

In this case, there can be no reasonable dispute that Plaintiff violated **MCL 500.4503(c)** by knowingly presenting a false statement as part of or in support of his no-fault claim. **MCL 500.4511(1)** provides that “a person who commits a fraudulent insurance act under section 4503 is guilty of a felony punishable by imprisonment for not more than 4 years or a fine of not more than \$50,000.00, or both, and shall be ordered to pay restitution”

The evidence presented in the case at bar likewise belied Plaintiff's assertions that he required attendant care and replacement services, and it directly and specifically contradicted representations made in the claims for such benefits.

The submission of an Amended Attendant Care Log aimed to cure the prior fraudulent submission should be enough to grant this motion. **(Exhibit A)**. The Plaintiff then submitted three separated replacement service logs with forged signatures. **(Exhibit H)**. These forms not only contained a forged signature, but also contained requests for reimbursement for services that were never performed. **See Exhibit F 9-10**. Finally, there are the claims for 16 and 24 hours of Attendant Care when the care provider had other obligations for at least 13 hours a day. Any one of these should be

enough to warrant a finding of fraud or material misrepresentations. In other words, there is no genuine issue of material fact that Plaintiff submitted fraudulent documents in support of his claim for no fault benefits and as a result under the guidance of *Bahri* this claim must be dismissed with prejudice.

B. FARM BUREAU IS ENTITLED TO RESTITUTION OF ALL PIP BENEFITS PAID TO PLAINTIFF AS SUCH BENEFITS WERE OBTAINED BY FRAUD.

Michigan law is clear that an equitable right of restitution exists against a person who has been unjustly enriched at the expense of another. “The right to bring this action for money exists whenever a person, natural or artificial, has in his or its possession *money* which in equity and good conscience belongs to the plaintiff, and *neither express promise nor privity between the parties* is essential.” *Michigan Ed Employees Mut Ins Co v Morris*, 460 Mich 180, 197-98; 596 NW2d 142, 151 (1999) (quoting *Hoyt v. Paw Paw Grape Juice Co.*, 158 Mich. 619, 626, 123 N.W. 529 (1909) (emphasis in original)). The obligation is quasi-contractual where it is inequitable for the recipient of the benefit to retain it when it is inequitable to do so. *Michigan Ed Employees*, 460 Mich at 197-98. The right of restitution exists in favor of a no-fault provider to recover overpaid benefits from its insured. *Michigan Ed Employees, supra*.

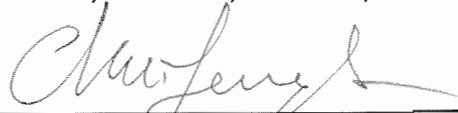
In this case, Farm Bureau \$\$153,980.42 in PIP benefits to Williams based upon fraudulent submissions. Not only is Farm Bureau entitled to dismissal of the entire claim with prejudice but it is entitled to an order requiring Williams to make restitution for all benefits paid to him in this case based upon the authority represented by the *Michigan Ed Employees* decision.

WHEREFORE, the reasons stated herein and in more detail on the record in open court, Defendant **FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN**, prays this Honorable Court **GRANT** the Motion for Summary Disposition and **DISMISS** the entire claim against Farm Bureau with prejudice. Defendant further prays this Honorable Court enter an order for Defendant to make restitution to Plaintiff for all PIP benefits paid pursuant to his fraudulent claim. Plaintiff further requests an award of an attorney fee pursuant to **MCL 500.3148(2)** and any additional relief this Court deems just and appropriate in these circumstances.

Respectfully Submitted,

GARAN, LUCOW, MILLER, P.C.

BY:


CHRISTOPHER JENNINGS (P78287)
Attorneys for Defendant
101 North Main Street, Suite 460
Ann Arbor, MI 48104
(734) 930-5600

Dated: February 29, 2016

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR COUNTY OF WAYNE

KALVIN CANDLER,

Plaintiff,

v

Case No. 15-011245-NF
HON. PATRICIA PEREZ FRESARD

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

Defendant.

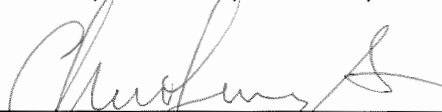
DOUGLAS S. DOVITZ (P31840)
Attorneys for Plaintiff
22201 Harper Avenue, Suite 202
St. Clair Shores, MI 48080

CHRISTOPHER JENNINGS (P78287)
GARAN LUCOW MILLER, P.C.
Attorney for Defendant
101 North Main Street, Suite 460
Ann Arbor, MI 48104
734.930.5600/734.930.0043-FAX
cjennings@garanlucow.com

NOTICE OF HEARING

PLEASE TAKE NOTICE that **DEFENDANT'S MOTION FOR SUMMARY DISPOSITION** in the above-captioned cause will be brought on for hearing before the HON. PATRICIA PEREZ FRESARD, Circuit Court Judge, on **Friday, April 8, 2016 at 9:00 a.m.** or as soon thereafter as same may be heard. Please note that all responses must be filed and are due seven (7) days prior to the hearing date pursuant to MCR 2.116(G)(a)(ii).

GARAN, LUCOW, MILLER, P.C.



JOHN W. WHITMAN (P37932)
CHRISTOPHER JENNINGS (P78287)
Attorney for Defendant
101 North Main Street, Suite 460
Ann Arbor, MI 48104
(734) 930-5600

Dated: February 29, 2016

PROOF OF SERVICE

The undersigned, being first duly sworn, says that on this date she served a copy of **DEFENDANT'S MOTION FOR SUMMARY DISPOSITION, MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION TO COMPEL DISCOVERY, NOTICE OF HEARING, MOTION PRAECIPE** and this **PROOF OF SERVICE** upon the following individual(s):

DOUGLAS S. DOVITZ (P31840)
Attorneys for Plaintiff
22201 Harper Avenue, Suite 202
St. Clair Shores, MI 48080

by enclosing said documents in an envelope to the above said address and depositing same in the United States mail, postage duly prepaid.

Dated: February 29, 2016



Stacey Lockwood

EXHIBIT A

DOUGLAS S. DOVITZ, P.C.

ATTORNEYS AT LAW

22201 Harper Avenue

Suite 202

St. Clair Shores, MI 48080

Member State Bar of Michigan, 1980

DOUGLAS S. DOVITZ, Attorney at Law

TELEPHONE: (586) 773-0911

FACSIMILE: (586) 773-4553

February 15, 2016

Christopher Jennings, Esq.
Garan Lucow Miller, P.C.
101 North Main St., Suite 460
Ann Arbor, MI 48104

RE: Calvin Candler -vs- Farm Bureau Mutual Insurance Company of Michigan
Case No. 15-011245-NF
Our File Number: N-5-19

Dear Mr. Jennings,

Please find enclosed the following documents regarding the above referenced matter:

1. Amended Attendant Care Statement for the period of 2/1/15-2/15/15 for services provided to Calvin Candler by Andrew Candler totaling \$1,425.00 (95 hours @ \$15.00 per hour);
2. Prescription receipts from Maple Pharmacy dated 2/01/16 totaling \$316.02.

I would ask that you forward this documentation on to your adjuster for payment of the outstanding attendant care and prescription bill totaling \$1,741.02 as soon as possible. If you need further proof in support of the attendant care or prescriptions claimed, **please advise in writing what further substantiation is needed and how they should be substantiated.** Unless I hear otherwise from you, I will assume that these items have been reasonably proven, as contemplated by MCLA 500.3142, MSA 24.13142, and will be paid within thirty (30) days, as contemplated by the Michigan No-Fault Insurance Act.

Should you have any questions or concerns in this matter, please do not hesitate to contact my office.

Very truly yours,



DOUGLAS S. DOVITZ

DSD/dr
Enclosures

ATTENDANT CARE STATEMENT

Your Name: Kevin Candler Claim No. _____
 Service Provider's Name: Andrew Candler
 Service Provider's Address: _____
 Service Provider's Telephone Number: 848-303-5356 Provider's SS No.: 9898
 Describe specifically what services were provided:

- A. Showering/Bathing
- B. Dressing
- C. Feeding
- D. Hygiene
- E. In-Home Therapy
- F. Disbursement of Medicine
- G. Supervision/Monitoring
- H. Transportation*
- I. Personal Assistance
- J. Other (must specify)

* transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

****Indicate on the following calendar what services (by letter) were performed on which dates and for how many hours services were rendered each day.****

Month: February 2015 - Amended -

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 10AM (3) 1:00pm A, B, C, D, G, I F	2 10AM (3) 1:00-1:00pm A, B, C, D, G, I F	3 10AM (3) 1:00pm F A, B, C, D, G, I	4 10AM (3) 1:00pm A, B, C, D, G, I	5 10AM (3) 1:00pm F A, B, C, D, G, I	6 8AM (4) 6pm F A, B, C, D, G, I	7 8AM (8) 6pm A, B, C, D, G, I
8 8AM (8) 6pm F A, B, C, D, G, I	9 8AM (8) 6pm A, B, C, D, F, G, I	10 8AM (8) 6pm A, B, C, D, F G, I	11 8AM (8) 6pm A, G, D, O L, D, F, G, I	12 8AM (8) 6pm A, D, C D, F, G, I	13 8AM (8) 6pm A, B, C, D, F, G, I	14 8AM (8) 6pm A, B, C, D, F, G, I
15 8AM (8) 6pm A, B, C, D, F G, I	16	17	18	19	20	21
22	23	24	25	26	27	28

Total hours:
95 @ 15.00 =

Signature: Andrew Candler

Date: _____ # 1,425.00

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EXHIBIT B

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CERTIFIED
MAIL

RECEIVED

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

AUG 31 2015

KALVIN CANDLER,

LEGAL DEPT.

Plaintiff,

-vs-

Case No. 2015-
Honorable:

-NF

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

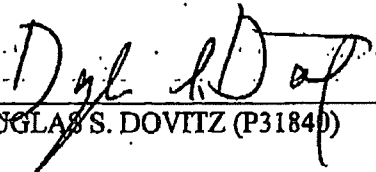
15-011245-NF

Defendant.

FILED IN MY OFFICE
WAYNE COUNTY CLERK
8/26/2015 1:40:57 PM
CATHY M. GARRETT

DOUGLAS S. DOVITZ (P31840)
DOUGLAS S. DOVITZ, P.C.
Attorneys for Plaintiff
22201 Harper Avenue, Suite 202
St. Clair Shores, MI 48080
(586) 773-0911
(586) 773-4553 - Facsimile

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge. I do not know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a Judge in this Court.



DOUGLAS S. DOVITZ (P31840)

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, KALVIN CANDLER, by and through his attorneys,
DOUGLAS S. DOVITZ, P.C. and DOUGLAS S. DOVITZ, and complains against the
Defendant, FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN,

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hereinafter referred to as "FARM BUREAU", as follows:

1. That the amount in controversy does not exceed Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of interest, costs and attorney fees.
2. That Plaintiff, KALVIN CANDLER, is and, at all times relevant hereto, was a resident of the City of Detroit, County of Wayne, State of Michigan.
3. That Defendant, FARM BUREAU, is a corporation authorized to transact business in the State of Michigan and transacts business in the City of Detroit, County of Wayne, State of Michigan.
4. That on or about September 12, 2014, the Plaintiff was a pedestrian struck by a hit-and-run motorist in the City of Detroit, County of Wayne and State of Michigan.
5. That Plaintiff made a claim for PIP benefits with the Michigan Department of State Assigned Claims Facility as Plaintiff was uninsured.
6. That the Michigan Department of State Assigned Claims Facility assigned FARM BUREAU to handle Plaintiff's claim in accordance with the provisions of the Michigan No-Fault Act.
7. That under the terms and conditions of said provision of the Michigan No-Fault Act automobile insurance policy the Defendant is obligated to pay to, or on behalf of the Plaintiff, certain personal protection (PIP) benefits in the event Plaintiff sustains bodily injury in an accident arising out of the ownership, operation, maintenance, or use of the motor vehicle.

8. That on said date in the County of Wayne, State of Michigan, Plaintiff sustained accidental bodily injuries within the meaning of the Defendant's policy, and the Michigan No-Fault Act.
9. That as a proximate result of said accidental bodily injuries, Plaintiff has incurred medical expenses and received medical services and thereby incurred the need for payment of PIP medical expense benefits.
10. That Plaintiff subsequently applied for medical expense benefits under the policy of No-Fault Automobile Insurance through the Assigned Claims Facility, and advised the Defendant of his injuries. Plaintiff was assigned Claim Number A/C 5155 and Defendant has refused to make any payment of medical expense benefits, to which Plaintiff is entitled, despite the fact that Plaintiff continues to be disabled as a result of his injuries and requires medical treatment for same.
11. That Defendant has unreasonably refused to pay medical expense benefits to or on behalf of the Plaintiff or unreasonably delaying in paying said medical expense benefits to or on behalf of the Plaintiff in violation of the Michigan No-Fault Act and is therefore liable for all appropriate penalties, sanctions, damages, and remedies available thereby.
12. That as a proximate result of said accidental bodily injuries, Plaintiff has incurred the need for household and/or replacement services and has thereby incurred the cost for payment for these benefits.
13. That although claim and demand for payment of same has been made and reasonable proof submitted, the Defendant refuses to pay any household or

replacement service benefits in accordance with the applicable No-Fault provisions.

14. That payment for Plaintiff's claim for household or replacement service benefits is overdue.
15. That Defendant has unreasonably refused to pay said household or replacement service benefits to or on behalf of Plaintiff in violation of the Michigan No-Fault Act and is thereby liable for all appropriate penalties, sanctions, damages, benefits, and remedies available thereby.
16. That as a proximate result of said accidental bodily injuries, Plaintiff has incurred the need for attendant care services and has thereby incurred the cost for payment for these benefits.
17. That although claim and demand for payment of same has been made and reasonable proof submitted, the Defendant refuses to pay any attendant care service benefits in accordance with the applicable No-Fault provisions.
18. That payment for Plaintiff's claim for attendant care service benefits is overdue.
19. That Defendant has unreasonably refused to pay said attendant care service benefits to or on behalf of Plaintiff in violation of the Michigan No-Fault Act and is thereby liable for all appropriate penalties, sanctions, damages, benefits, and remedies available thereby.

WHEREFORE, Plaintiff, KALVIN CANDLER, demands the following relief:

- A. That this Court enter judgment against the Defendant in whatever amount Plaintiff is entitled to receive for compensatory damages,

plus interest, penalties, sanctions, and attorney fees for the reasonable value of legal services performed;

- B. That this Court adjudicate the Defendant's liability for No-Fault Benefits payable to the Plaintiff;
- C. That this Court enter a speedy hearing of this action and advance it on the calendar as provided in the Michigan Court Rules;
- D. That the Plaintiff recover the cost of this litigation;
- E. That this Court grant such other relief as is necessary and proper in the above case.

Respectfully submitted,

BY:



DOUGLAS S. DOVITZ (P51840)
DOUGLAS S. DOVITZ, P.C.
Attorneys for Plaintiff
22201 Harper Avenue, Suite 202
St. Clair Shores, MI 48080
(586) 773-0911

Dated: August 25, 2015

EXHIBIT C



Maintained by the Michigan Automobile Insurance Placement Facility

Michigan Assigned Claims Plan

P.O. Box 532318
Livonia, MI 48153
Phone Number: (734) 464-8111
Fax Number: (734) 744-8552
Email Address: info@michacp.org

01/15/2015

Auto Accident Attorneys
24100 Southfield Rd., Ste. 116
Southfield, MI 48075

RE: Claim Number: 150601201
Claimant: Calvin Candler
Date of Accident: 09/12/2014

Dear Auto Accident Attorneys:

The claim for Personal Injury Protection Benefits for the above mentioned injured person has been assigned to:

Servicing Insurer: Farm Bureau
Contact Person: Renee D.
Telephone Number: 517-323-6724
Email Address: ClaimsFBAC@fbinsmi.com

The Servicing Insurer will contact you as soon as possible. In the meantime, if you have any questions, please contact the Servicing Insurer representative as indicated above.

Please be advised, the above assigned Servicing Insurer will make a final determination as to the injured person's eligibility for benefits through the Michigan Assigned Claims Plan.

NOTE: All medical expenses and requests for benefits must be submitted within one year from the date they are incurred. Otherwise, those expenses or benefits are not reimbursable in accordance with the Michigan No Fault Law.

FRAUD WARNING

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the assigned claims plan.



Maintained by the Michigan Automobile Insurance Placement Facility

Michigan Assigned Claims Plan
P.O. Box 532318
Livonia, MI 48153
Phone Number: (734) 464-8111
Fax Number: (734) 943-6068
Email Address: info@michacp.org

12/16/2014

Auto Accident Attorneys
24100 Southfield Rd., Ste. 116
Southfield, MI 48075
Attention: Elvira Cimic

RE: Request for Information Number: OCT140165-1
Claimant: Calvin Candler
Date of Accident: 09/12/2014

Dear Ms. Cimic:

We are unable to process the claim you have submitted on behalf of Calvin Candler for Personal Injury Protection Benefits at this time. We require additional information in order to move forward with our eligibility investigation regarding this claim. Please provide the following information:

- The submitted application has not been completed in full-Please complete section(s): Please check the first two fraud warning and acknowledgment boxes on Page 4.

Please return this letter with the required information to us by fax, email or mail. Our contact information is listed above. Once complete information is received, the claim will then be reviewed.

NOTE: All medical expenses and requests for benefits must be submitted within one year from the date they are incurred. Otherwise, those expenses or benefits are not reimbursable in accordance with the Michigan No Fault Law.

FRAUD WARNING

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan

maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the assigned claims plan.

PL

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Maintained by the Michigan Automobile Insurance Placement Facility

Michigan Assigned Claims Plan

P.O. Box 532318
Livonia, MI 48153
Phone Number: (734) 464-8111
Fax Number: (734) 943-6068
Email Address: info@michacp.org

10/31/2014

Kalvin Candler
1321 Belvidere
Detroit, MI 48214

RE: Request for Information Number: OCT140165-1
Injured Person: Calvin Candler
Date of Accident: 09/12/2014

Dear Calvin Candler:

We are unable to process the claim you have submitted for Personal Injury Protection Benefits at this time. We require additional information in order to move forward with our eligibility investigation regarding this claim. Please provide the following information:

- The submitted application has not been completed in full-Please complete section(s): 16, 18, 23a, 45, 46, 49, and the first two Fraud Warning and Acknowledgement boxes must be completed. Please date the application for benefits. Also, while not necessary for assignment, please complete 24a.
- We are in receipt of the discharge papers from Detroit Receiving Hospital. Please submit the Emergency Room records from the date of loss, if available, 9/13/14 and 9/18/14. If you were treated as in-patient, please provide the hospital records for the duration of your stay.

Please return this letter with the required information to us by fax, email or mail. Our contact information is listed above. Once complete information is received, the claim will then be reviewed.

NOTE: All medical expenses and requests for benefits must be submitted within one year from the date they are incurred. Otherwise, those expenses or benefits are not reimbursable in accordance with the Michigan No Fault Law.

FRAUD WARNING

Candler MSD 034

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the assigned claims plan.

CM

APPLICATION FOR PERSONAL INJURY PROTECTION BENEFITS

Michigan Assigned Claims Plan
 c/o Michigan Automobile Insurance Placement Facility
 PO Box 532318
 Livonia, MI 48153-2318
 Phone: 734-464-8111

Internal Use Only
Reference #: _____
Date Received: _____

Please note, "you" referenced throughout this application is defined as the Injured person applying for benefits. This application must be completed, signed and received no later than one (1) year from the date of accident. Incomplete or illegible applications will be returned without assignment to a servicing insurer. Please also submit a copy of the police report, EMS run form and/or any other documentation. All information will be reviewed, however, please note, additional information may be required.

Injured Person Information

1. Name of Injured Person: First Name: <u>Kevin</u> Middle Name: <u>Nathaniel</u> Last Name: <u>Candler</u>			2. Date of Birth: <u>02/04/1983</u>	
3. List any and all names you have previously or currently go by			4. Social Security #: <u>368-92-4608</u>	
5. Injured Person's Current Address Street: <u>1321 Belvidere</u> City: <u>Detroit</u> State: <u>MI</u> Zip Code: <u>48214</u>		6. Injured Person's Address at the Time of the Accident Street: <u>1321 Belvidere</u> City: <u>Detroit</u> State: <u>MI</u> Zip Code: <u>48214</u>		
7. Home Phone #	8. Work Phone #	9. Cell Phone # <u>313-772-0446</u>	11. Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Widowed	
10. Email Address			12. Date of Accident: <u>09/12/2014</u>	
			13. Injured Person's Driver's License #: <u>C534461622093</u>	
			14. Driver License State: <u>MI</u>	
15. At the Time of the accident, were you a Michigan resident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No a. If no, list state: _____			16. At the time of the accident, did you have any auto insurance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No a. If yes, list Name of Automobile Insurance Company & Policy Number _____	

Accident Information

17. Accident Location Street: <u>J. Stinson</u> City: <u>Detroit</u> State: <u>MI</u> Zip Code: _____	
18. Provide a full description of how the accident occurred. Note: if you require additional space, please attach a separate sheet with details as part of this application. <u>A van was backing up and ran me over. The back tire hit my teeth and damaged my glasses.</u>	
19. Was a police report made? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No a. If yes, list name of police department & police report number: <u>Detroit 4415283</u>	
20. What was your position? <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input checked="" type="checkbox"/> Pedestrian <input type="checkbox"/> Motorcyclist a. If you answered "Passenger", where were you seated in the vehicle? <input type="checkbox"/> Passenger Front Seat <input type="checkbox"/> Driver Side Back Seat <input type="checkbox"/> Middle Back Seat <input type="checkbox"/> Passenger Back Seat <input type="checkbox"/> Other _____ b. If you answered "Passenger" or "Driver", did you have permission to use the involved vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	
21. Was the vehicle a motorcycle? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you answered "Yes" please provide the following: a. List the name of the owner of the motorcycle: _____ b. Was the motorcycle insured at the time of the accident? <input type="checkbox"/> Yes <input type="checkbox"/> No c. List the name and policy number of the motorcycle's insurance company: _____	
22. Were you contacted by a doctor's office or other person about this claim? <input type="checkbox"/> Doctor <input type="checkbox"/> Other <input checked="" type="checkbox"/> None a. If you answered "Doctor", please provide: Name of Doctor _____ Address _____ Phone Number _____ b. If you answered "Other", please provide: Name _____ Address _____ Phone Number _____	

APPLICATION FOR PERSONAL INJURY PROTECTION BENEFITS

Injury Information

23. Were you injured in the accident? Yes No a. If yes, describe your injuries: tailbone, left side rib, right leg broken on the whole right side scars, back, tingling in right arm, blurry vision, beeping in ears, headaches, 3 teeth broken, blood in mouth, jaw

24. Are or were you treated by a doctor(s) for injuries from this accident? Yes No
 a. If yes, please provide:
 Doctor's Name: One on One Address: 2178 Fort St Lincoln Park ME 48146 Phone Number: 248-968-3844
 b. Name of person who referred you to this doctor: _____

Note: If you were treated by more than 1 doctor, attach a separate sheet with contact information as part of this application.

25. Were you treated in a hospital? Yes No a. If yes, what type of treatment did you receive? In-Patient Out-Patient
 b. If yes, please provide:
 Hospital Name: _____ Address: _____ Phone Number: _____

Note: If you were treated at more than 1 hospital, attach a separate sheet with contact information as part of this application.

26. Please list any pre-existing conditions that you had before this accident and how long you have been treating for those conditions.
NONE

27. Had you sought treatment for any prior conditions before this accident? Yes No Not Applicable
 a. If yes, please provide the name, address and phone number(s) of each doctor and pharmacy you had treated with prior to this accident:
~~Jawad Agha, MD 674 E. 9th Ave Hazel Park, MI 48030 (248) 268-2566~~

Note: If you sought treatment from more than 1 doctor/pharmacy, attach a separate sheet with contact information as part of this application.

28. Were you taking any medications prior to this accident? Yes No
 a. If yes, please list the names of all medications: Keppra

29. Do you have a primary care doctor? Yes No a. If yes, please provide:
 Doctor's Name: Jawad Agha, MD Address: 674 E. 9th Ave Hazel Park, MI 48030 Phone Number: (248) 268-2566

30. Have you received any medical bills? Yes No 31. Do you expect to receive medical bills? Yes No 32. Are you eligible for any benefits under social security? Yes No

Medical Insurance

33. Do you have any kind of health insurance? Yes No a. If yes, please provide:
 Name of Health Insurance Co.: _____ Address: _____ Phone Number: _____
 Policy or Plan Number: _____ Member Number: _____ Group Number: _____

34. Are you a Medicare Beneficiary? Yes No a. If yes, what is your Medicare HICN #: _____

Employment Information

35. Were you employed at the time of the accident? Yes No a. If yes, provide the following information:

Name, Address and Phone Number of Your Employer	Occupation	Average Weekly Gross Income at the time of the Accident	List the Date of Your Employment: From To
		\$	

Note: If you were employed by more than 1 employer, attach a separate sheet with contact information as part of this application.

36. Have you missed any work because of your injuries? Yes No a. If yes, what is the first date you missed work? _____

37. Do you have a note from a doctor ordering you to stay home from work? Yes No a. If yes, please provide:
 Doctors Name: _____ Address: _____ Phone Number: _____

38. Have you returned to work? Yes No a. If yes, what date did you return to work? _____
 39. If not yet returned, have you been given a return date? Yes No a. If yes, return to work date: _____

40. Were you on the job at the time of the accident? Yes No a. If yes, are you eligible for any benefits under workers compensation? Yes No

41. How did you normally get to work prior to this accident? I.E. Public Transportation, Carpool, Own Car, Etc.

42. Are you eligible for any benefits under any other wage or salary continuation plan? Yes No

APPLICATION FOR PERSONAL INJURY PROTECTION BENEFITS

Entitlement Information

43. Was there damage to the vehicle you were occupying or struck by? Yes No Unknown If yes, describe the damage to the vehicle:

a. Was the vehicle towed? Yes No If yes, please provide:
 Name of Towing Company Address Phone Number

b. Was the vehicle repaired? Yes No If yes, please provide:
 Name of Repair Company Address Phone Number

c. Do you know the current location of the involved vehicle? Yes No If yes, please provide:
 Location of Vehicle Address Phone Number

Note: If you were struck by more than 1 vehicle as a pedestrian, attach separate sheet with contact information as part of this application.

d. Did you have use of the involved motor vehicle or lease the involved motor vehicle any time before the date of the accident? Yes No If yes:

e. What was the frequency at which you used the vehicle?

Daily Once a Week Two or More Times Per Week Less than Once Per Month Rarely

f. Did you have your own set of keys to the vehicle? Yes No g. Did you or have you ever had to ask permission to drive the vehicle? Yes No

h. Have you ever been denied permission to use the vehicle? Yes No

i. Did you ever put gas in or do any maintenance on the vehicle? Yes No

j. List the Name of the Owner/Registrant of Vehicle Involved in the accident: First Name Middle Name Last Name

Owner/Registrant's Address and Phone Number

k. Vehicle Involved:

Year	Make	Model	Vehicle Identification Number (VIN)	Plate Number	State the Vehicle is Registered In
------	------	-------	-------------------------------------	--------------	------------------------------------

l. Was there automobile insurance in effect for this vehicle on the date of the accident? Yes No If yes:

Name of Automobile Insurance Company: Policy Number:

m. If not you, list the name of the driver of this vehicle: First Name Middle Name Last Name

n. Did the driver have automobile insurance in effect on the date of the accident? Yes No If yes:

Name of Automobile Insurance Company: Policy Number:

o. If different than the injured person, did the driver of the vehicle have a Driver's License at the Time of the Accident? Yes No

If yes, please provide: Driver License #: Driver License State:

p. Were there any other occupants in the vehicle? Yes No If yes:

How many occupants were in the vehicle?
 Occupant's Name Address Phone Number

Occupant's Name Address Phone Number

Did any of the occupants have automobile insurance in effect on the date of the accident? Yes No If yes:

Occupant's Name Name of Automobile Insurance Company Policy Number

Note: If more than 1 occupant had insurance, attach separate sheet with contact information as part of this application.

44. Were there witnesses to the accident? Yes No If yes, please provide:

Witness Name Address Phone Number

Witness Name Address Phone Number

Note: If more than 2 witnesses, attach separate sheet with contact information as part of this application.

45. List all persons and their relationship to you that lived with you at the time of the accident including your spouse even if they didn't live with you:

Name (Spouse Address if Different than Yours) Relationship

None

If more than 3, attach separate sheet with information as part of this application.

APPLICATION FOR PERSONAL INJURY PROTECTION BENEFITS

Entitlement Information (continued)

46. Describe all motor vehicles owned by you, your spouse or any relative residing in your home on the date of the accident: If none, check here: None

Owner/Relationship	Year, Make & Model of Vehicle	Vehicle Identification Number	Plate Number	Insurance Co & Policy Number

Note: If more than 3, attach separate sheet with contact information as part of this application.

47. Have you ever filed a claim for Personal Injury Protection Benefits? Yes No a. If yes, please provide:
 Name of Insurance Company _____ Claim Number _____

48. Are you filing this claim because there is a dispute between two or more insurance companies for your Personal Injury Protection coverage? Yes No
 a. If yes, please provide documentation of the dispute and the following:

Name of Insurance Company	Phone Number	Claim Number
_____	_____	_____
_____	_____	_____

49. Please document what actions you have taken to determine that there is no other auto insurance coverage. This question should be completed to expedite the claims process (attach additional sheet(s) if needed and any supporting documentation).
There is no insurance in my household. Vehicle that hit me not going.

Please note, if the top two boxes below are not acknowledged and the application is not signed and dated, the application will be considered incomplete and will be returned to the injured person or their representative for further completion.

- I have reviewed the application in its entirety and attest that the information contained therein is true and accurate. If I am a medical provider and am submitting this application on behalf of the injured person, I attest that I have thoroughly investigated and verified all documented information. All information I have supplied is a representation of information obtained from the injured person or their representative.
- I acknowledge I have read the following fraud warning:

FRAUD WARNING

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 of the insurance code that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the Assigned Claims Plan.

- I understand that by submitting the application for benefits, the owner of the involved, uninsured automobile will be financially responsible for reimbursement of all no fault benefits paid and costs associated with this claim pursuant to the Michigan No Fault Act.
- If I have provided an email address, I understand that all future correspondence and information regarding this claim may be exchanged via the email contact provided.

Signature of Injured Person or Representative <u>X</u> <i>Kevin Candler</i>	Printed Name of Injured Person or Representative <u>X</u> <i>Kevin Candler</i>	Date: <u>11/24/14</u>
Signature of Preparer (if different than above) <u>X</u>	Printed Name of Preparer (if different than above) <u>X</u>	Date:

Who prepared this application? Injured Person Attorney Third Party Biller
 Parent Legal Guardian, if other than Injured Party, please provide:
 Address: 124100 Southfield Rd Ste 116
 City: Southfield State: MI Zip Code: 48075
 Phone Number: 248-948-4911

Email, Fax or Mail the signed application to:
 Michigan Assigned Claims Plan
 c/o Michigan Automobile Insurance Placement Facility
 PO Box 532318
 Livonia, MI 48153-2318
 Phone: 734-464-8111 Fax: 734-943-6068
 Email: info@michacp.org

APPLICATION FOR PERSONAL INJURY PROTECTION BENEFITS

AUTHORIZATION FOR RELEASE OF INFORMATION

FRAUD WARNING

A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim to the Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility for payment or any other benefit knowing that the statement contains false information concerning a fact or thing material to the claim commits a fraudulent insurance act under section 4503 of the Insurance Code that is subject to the penalties imposed under section 4511. A claim that contains or is supported by a fraudulent insurance act as described in this subsection is ineligible for payment or benefits under the Assigned Claims Plan.

I hereby request and authorize the disclosure of protected health information and any other records about me. The name or other specific identification of the person(s) or class of persons authorized to receive the information: The Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility and/or their Servicing Insurers.

I understand that the information disclosed may be subject to redisclosure by the person(s) or class of person(s) receiving it and no longer protected by the federal privacy regulations. For the purpose of risk management, claim adjustment or administration, The Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility and/or their Servicing Insurers will have complete and unrestricted rights to OBTAIN, DISCLOSE, RELEASE, or MAKE USE of personal or privileged information about me which may include financial and wage statements, all medical records, hospital records, reports, charts, notes, histories, laboratory records and reports, diagnostic test reports, doctor's and nurse's notes, correspondence, and all other material, including x-ray films, MRI's, CT's and EMG/NCS and charges for all care, treatment and prognosis at any and all times for any condition whatsoever.

I understand this authorization could include information with respect to HIV infection, AIDS, mental health, substance abuse, and alcohol abuse. Those who may RELEASE this information, to the extent permitted by applicable law, include health care providers, government agencies, other insurance companies, insurance data base operators, third party administrators, or managed care companies, their agents, or contractors.

I understand this authorization shall be valid for three years from the date accompanying my signature. I may revoke this authorization by notifying the medical provider and The Michigan Assigned Claims Plan maintained by the Michigan Automobile Insurance Placement Facility and/or their Servicing Insurers in writing of my desire to revoke it. However, I understand that if I revoke this authorization, it will not have any effect on actions they took before they received my revocation.

I agree that a photographic copy of this authorization shall be as valid as the original.

Handwritten signature of Calvin Candler

Signature of Injured Party or Legal Guardian (if applicable)

11/24/14

Date

Calvin Candler

Printed Name of Injured Party

368-92-4608

Social Security Number

Printed Name of Legal Guardian

EXHIBIT D

MICHIGAN ASSIGNED CLAIMS PLAN

Sec. 1. PURPOSES

The Michigan Automobile Insurance Placement Facility (hereinafter referred to as "MAIPF") shall adopt, implement and maintain an assigned claims plan (hereinafter referred to as the "Plan") pursuant to MCL500.3172.

The purpose of the Plan is

- A. to establish procedures for disbursement of personal injury protection insurance benefits to any person entitled as outlined in MCL 500.3172; and
- B. to establish procedures for the equitable distribution of claims and expenses among insurers, including self-insurers who are required to participate under the Plan. For the purposes of the Plan, "insurer(s)" shall include self-insurers.

Sec. 1.1 EFFECTIVE DATE/TRANSITION

- A. Pursuant to MCL 500.3171, the MAIPF shall begin the process to adopt, implement and maintain the Plan effective June 27, 2012.
- B. The Michigan Secretary of State shall manage the assigned claims facility operation through December 31, 2012. All new claims for benefits through the Plan (MCL 500.3172) shall be filed with the MAIPF on or after January 1, 2013.
- C. Active claims that have been assigned under the assigned claims facility maintained by the Michigan Secretary of State will be transferred to the MAIPF no later than January 1, 2013.
- D. All other operational functions of the assigned claims facility maintained by the Michigan Secretary of State, with the exception of driver license and vehicle sanctions, will be transferred to the MAIPF no later than January 1, 2013.
- E. The transfer of all paper and electronic records for active claims from the assigned claims facility maintained by the Michigan Secretary of State to the MAIPF will be executed no later than January 1, 2013. The transfer and disposition of records for closed claims will be executed no later than June 30, 2013.
- F. The MAIPF will reimburse the Secretary of State for all reasonable expenses incurred
 - 1. to assist in the development of the Plan;
 - 2. to transfer operations from the assigned claims facility to the MAIPF; and
 - 3. for operations performed by the Michigan Secretary of State on behalf of the MAIPF after the transfer of operations pursuant to F (2) of this section are complete.

Reimbursement will occur after insurer assessments are collected for the year in which the expenses were incurred.

Sec. 2. ADMINISTRATION

The Plan shall be administered by the Board of Governors (hereinafter referred to as "the Board") of the MAIPF as set forth in MCL 500.3330.

Sec. 3. DUTIES OF THE BOARD REGARDING THE PLAN

The Board shall meet as often as may be required to perform the general duties of administration of the Plan. Four members of the Board shall constitute a quorum.

The Board shall be empowered to hire legal counsel, budget expenses, levy assessments, disburse funds, develop manuals, and exercise all powers relating to the Plan which are not delegated to others.

Annually, the MAIPF shall prepare an operating budget in the prescribed manner for submission to the Board. Such budget shall be approved by the Board. Any expenditure in excess of, or not included in, the annual budget shall be subject to approval by the Board. The Board shall furnish a written report of operations to the Director of Insurance (hereinafter referred to as the "Director") pursuant to MCL 500.3178.

Sec. 4 INDEMNIFICATION

- A. In compliance with the Servicing Insurer Guidelines, the MAIPF shall indemnify each servicing insurer against any and all losses, post judgment interest, settlements, court costs, and other reasonable costs and expenses, including attorney's fees, and any other liabilities (hereinafter, "liability") incurred by, imposed upon, or suffered by such servicing insurer in connection with or resulting from any assigned claim.
- B. The MAIPF shall indemnify each individual, insurer, or servicing insurer against any and all losses, damages, judgments, post judgment interest, settlements, fines, court costs, and other reasonable costs and expenses, including attorney's fees, and any other liabilities (hereinafter, "liability") incurred by, imposed upon, or suffered by such individual, insurer or servicing insurer in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened (hereinafter, "claim") arising out of and in connection with the performance of duties on any committee or on the Board or predecessor organization or arising out of and in connection with the performance of duties as an officer or employee, or performance of its duties as a servicing insurer provided such individual, insurer, or servicing insurer:
1. . . . reasonably believed the performance of duties was in accordance with the objectives of the Plan;
 2. . . . had no reasonable cause to believe the performance of duties was improper or illegal;
 3. . . . shall have promptly provided written notification of any claim to the MAIPF at its main office;
 4. . . . in the case of a servicing insurer, acted in accordance with the standards and requirements of its Servicing Insurer Agreement with the MAIPF. Interest resulting in untimely payment of PIP benefits as outlined in MCL 500.3142 will not be reimbursed.
- C. Indemnification as described in Section 4.B. shall be provided whether or not the individual, insurer, or servicing insurer is still serving on the Board or on any committee or is still an officer or employee or is still acting as a servicing insurer at the time of the commencement of any claim, and whether or not any possible liability is incurred through the performance of duties prior to the adoption of this Section.

Any settlement of any claim must be made with the prior approval of the Board or its designee in order for indemnification under this Section to be available.

Whenever an individual, insurer, or servicing insurer seeks indemnification under this Section, entitlement to indemnification shall be determined by the Board which shall also determine the time and manner of indemnification including reimbursement with interest.

The MAIPF may elect to defend, pay, or otherwise dispose of any claim, at its own cost, and will promptly advise the individual, insurer or servicing insurer seeking indemnification whether it so elects.

The cost of fulfilling the MAIPF's obligations under this Section shall be a cost of administration as provided in Section 7.

Sec. 5. APPLICATION AND CLAIM PROCESS**Sec. 5.1 APPLICATION**

- A. A claim for personal protection insurance benefits under the Plan must be made on an application prescribed by the MAIPF.
1. The application for benefits must be complete and signed by the claimant.
 - a. Claimant means a person claiming accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle in this state.
 - b. If the claimant is a minor, the application shall be signed by a parent or legal guardian.
 2. The completed application for benefits must be received by the MAIPF not more than 1 year after the date of an accident.
 3. All claims for no fault benefits must be submitted and received within one year from the date of the loss and/or the date of the service incurred.

B.

1. An application for benefits under the Plan must be accompanied by a satisfactory proof of loss, documentation supporting that due diligence was exercised and the amount of loss sustained.
2. Upon receipt of a claim for benefits, the MAIPF may make an initial determination of the claimants' eligibility for benefits. The claimant shall reasonably cooperate with MAIPF in the investigation of any claim, including furnishing medical records and submitting to an examination under oath.
3. A satisfactory proof of loss may include a police report, an EMS report and/or any other documentation that the MAIPF deems satisfactory to substantiate that the claimant may be entitled to benefits through the MACP.
4. Due diligence is exercised when the claimant or their representative has investigated and exhausted all avenues of any other available coverage. This may include, but is not limited to, contact attempt with the claimant, the claimant's resident relatives or spouse, the involved vehicle owner(s), the involved vehicle driver and any other actions that the MAIPF deems necessary for the claimant or their representative to determine that the claimant may be entitled to benefits through the MACP.
5. If the claim is assigned, the servicing insurer will make the final determination of eligibility.
6. If the claimant does not qualify for benefits under MCL 500.3172, the claim may be denied by the MAIPF or the servicing insurer.
7. If the claim is denied, the claimant shall be notified promptly, in writing, of the denial and the reason(s) for the denial.

Sec 5.2 ASSIGNMENT

- A. An initially eligible claim shall be assigned by the MAIPF to a servicing insurer. Claims will be allocated to servicing insurers in reasonable relation to their volume of automobile liability and personal protection insurance for their voluntary business pursuant to MCL 500.3175(1) except when the Board suspends assignments to a servicing insurer under Section 6.E.4.
- B. The MAIPF shall notify the claimant of the identity and contact information of the servicing insurer to which the claim is assigned.

Sec 5.3 INVESTIGATION, DENIAL OR PAYMENT

- B. A servicing insurer to whom a claim has been assigned shall investigate the claim for benefits under the Plan.
 1. A servicing insurer may require additional documentation to complete the investigation of the claim, including but not limited to written verification of salary and wages, disability documentation or medical examination of a claimant.
 2. The claimant shall reasonably cooperate with the servicing insurer in the investigation of any claim, including furnishing medical records and submitting to an examination under oath.
 3. Failure of a claimant to comply with the request may be cause for denial of benefits under the Plan.
 4. A person who presents or causes to be presented an oral or written statement, including computer-generated information, as part of or in support of a claim for payment or another benefit knowing that the statement contains false information concerning a fact or thing material to the claim is ineligible for payment or benefits under the Plan .
- C. Survivor's loss benefits payable to a minor shall be paid to the minor's guardian appointed by a court of competent jurisdiction. A certified copy of guardian appointment may be required by a servicing insurer before payment.
- D. A servicing insurer shall either deny the claim as being ineligible for benefits under the Plan or make a prompt payment of loss or other lawful disposition of the claim in accordance with statute.

If the claim is denied, the claimant shall be notified promptly, in writing, of the denial and the reason(s) for the denial.

Sec. 5.4 NOTIFICATIONS

Notifications of the acceptance of an application, requests for additional documentation and /or denial shall be made in writing. These notices may be provided via fax or email if the injured party or their representative has agreed to receive electronic communications.

Sec. 6. SERVICING INSURERS

A. Designation

1. The Board shall designate insurers to act on behalf of the MAIPF for the servicing of claimants as necessary to do all of the following:
 - a. Assure convenient access to the MAIPF for all citizens of this state.
 - b. Assure a reasonable quality of service.
 - c. Assure reasonable claims handling.
2. Initial appointments shall be made by the Board from those insurers who volunteer. Additional appointments may be made by the Board as necessary to provide full service to all claimants.

B. Eligibility

To be eligible to serve as a servicing insurer pursuant to Section 6 subsection A.1 or 2, an insurer must

1. have and maintain an A.M. Best Company financial rating not less than A- for a continuous three-year period from the most recent publication date of insurer ratings. An insurer not rated by A.M. Best within the period necessary to comply with this eligibility requirement may demonstrate financial strength through alternative financial rating services at the discretion and satisfaction of the Board;
2. be licensed and have been writing automobile personal protection insurance for a minimum period of five years in the state of Michigan; and
3. have the necessary facilities to provide risks with the same level of service rendered to its voluntary market. If a servicing insurer does not have claim facilities in Michigan, it will be necessary to designate another insurance company, an independent claims adjusting firm or some other means, subject to the approval of the Board, for the purpose of statewide claims settlement and service.

C. Performance Standards

In addition to the performance standards for companies in Section 10, servicing insurers shall

1. not assign, transfer, or otherwise dispose of any rights under the Plan or the Servicing Insurer Agreement to any person; provided, however, that the servicing insurer may subcontract portions of its MAIPF services so long as it provides written notification thereof to the MAIPF, the MAIPF consents to the subcontract, and the servicing insurer agrees to remain primarily liable to the MAIPF for the performance of such subcontracted portions;
2. carry out all transactions on a timely basis;
3. carry out all necessary accounting procedures as outlined by the manuals;
4. generate the statistical and accounting information in report format required by the MAIPF. The content and format of these reports will be in accordance with the rules and specifications established by the Accounting and Statistical Requirements Manual; and

5. generate on a claim level and overall level information regarding the types and amount(s) of claim payments and expenses in order that the MAIPF may evaluate payment practices. The content and format of these reports will be in accordance with the rules and specifications established by the Accounting and Statistical Requirements Manual.

D. Allowances

Servicing insurers shall be compensated for MAIPF business on a reasonable basis, as determined by the Board, to fairly compensate for all operating costs as incurred, and the reasonable expense incurred in settling claims. A standing committee, including at least two members who are not representing servicing insurers, shall recommend the reimbursement method and monitor the results of the method adopted. Incentives may be utilized to secure and maintain efficient claims administration. The method of compensating servicing insurers shall be approved by the Board and the types of compensable expenses shall be stated in the Accounting and Statistical Requirements Manual.

The Board or its designee shall approve reimbursement to the Michigan Secretary of State for expenses pursuant to MCL 500.3171 (5)(e).

E. Terminations

1. Any servicing insurer voluntarily terminating its association as a contracting servicing insurer for the MAIPF shall be required to provide advance notice in writing to the Board of the MAIPF or its designee. Such notice shall be directed to the MAIPF at its office. The MAIPF shall confirm in writing to the sender the receipt of the notice of termination as a contracting servicing insurer.

The advance notice of termination shall provide notice of at least six months, or such earlier time as the parties shall mutually agree, when the terminating servicing insurer will cease accepting new assignments. The effective date shall be based on the date of receipt of the notice by the MAIPF.

In this notice the insurer will affirm its commitment to continue to provide service on all existing claims unless the parties shall have mutually agreed to other arrangements for the servicing of such claims.

2. In the event that it becomes necessary for the Board to terminate the association of a servicing insurer with the MAIPF such notice shall be given in writing by the chairman of the board to the chief executive of the servicing insurer. Such notice shall provide notice of at least six months, or such earlier time as the parties shall mutually agree, at which time the servicing insurer will no longer be authorized to accept new assignments from the MAIPF.

The notice to the terminated servicing insurer will further stipulate that the servicing insurer will be expected, in good faith and to the best of its ability, to continue to provide service on existing claims unless the parties shall have mutually agreed to other arrangements for the service of such policies.

3. Upon receipt of the notice of termination by a servicing insurer to the MAIPF or upon notice by the Board of the termination of association with a servicing insurer, the MAIPF will within 10 days notify all the servicing insurers of the action and solicit from them such information as is needed to make a determination of the remaining servicing insurers' capacity to serve the public. All servicing insurers are required to respond within 30 days from the date of the request. Upon receipt of the response from the remaining servicing insurers, the Board shall determine if the remaining insurers have adequate capacity to service the departing servicing insurer's claims in accordance with the performance standards for a servicing insurer.

Should the Board or its designee find that the remaining servicing insurers are unable to service the remaining claimants, the Board shall appoint an additional insurer or insurers it deems can best serve the claimants on behalf of the MAIPF.

4. In the event any servicing insurer experiences unanticipated or unusual operational difficulties that would impair its ability to continue to meet the established servicing

insurer performance standards, the Board or its designee, at its discretion, may suspend the assignment of new claims and/or implement the Contingency Procedures in Section 6.E.5.

5. Claims—Contingency Procedures

- a. Any insurer voluntarily withdrawing from business as a servicing insurer of the MAIPF shall service to a conclusion all claims (including pending and reopened claims) that it received prior to the effective date of the withdrawal if approved by the MAIPF. Such claims will continue to be subject to periodic reviews by an auditor designated by the MAIPF.
- b. Upon receipt of advance notice of termination or insolvency, or if the Board finds it necessary to terminate the association of a servicing insurer, the Board may request a special claim file review of a representative sample of open claim files. The review will enable the Board or its designee to determine the appropriate action for further handling of claim files, the level of work completed on the files and estimate future adjustment expense needed for completion of claim file work.

If the terminating insurer is meeting and will continue to meet industry claim handling standards, it shall continue to handle its claim files to a conclusion if approved by the MAIPF. If the terminating insurer has not met industry claim standards, is insolvent, or refuses or is unable to further handle the claims, the Board may consider the following options:

- (1) Allow the insurer to handle to a conclusion all outstanding claims assigned to the insurer prior to its withdrawal.
 - (2) Allow the insurer to retain only suit files where competent counsel is handling and the insurer is meeting industry and MAIPF standards. All other claims are to be reassigned by the MAIPF.
 - (3) Place settlement authority limitations on all claims until reassignment by the MAIPF. Final settlement authority, until reassignment, is to be vested in the MAIPF.
 - (4) Return of all claim files and notices to the MAIPF for reassignment. Reassignment of claims should be made to one insurer, if practical, or to as limited a number of insurers as possible. If more than one succeeding insurer is required, the distribution will be under the direction of the MAIPF.
- c. The succeeding insurer shall be reimbursed for servicing expenses on reassigned claims. The Board or its designee may consider payment of
- (1) a flat servicing fee; or
 - (2) a flat fee per file; or
 - (3) actual expenses based on the succeeding insurer utilizing
 - (a) independent adjusters (with added increment for supervision); or
 - (b) its own staff; or
 - (4) such other arrangement as is fair and equitable to all parties.

All previously incurred allocated adjustment expenses not paid by the withdrawing insurer are subject to reimbursement to the succeeding insurer by the MAIPF.

- d. The Board or its designee shall consider negotiation of reimbursement to the MAIPF of any service fees previously paid the withdrawing insurer, based on added expenses to the MAIPF for services not completed. The amount negotiated should be based on the estimated incomplete claim work still to be performed on assigned claims.

- e. The records of all reassigned claims indemnity payments and expenses incurred must, among other required information, be kept statistically separated. It is the duty of the MAIPF to notify the statistical and any other interested agency of the withdrawals and reassignments.

F. Audits

1. The books of account, records, reports, and other documents of the MAIPF as they pertain to the administration and maintenance of the Plan and the claims shall be open and free for examination to the Director at all reasonable hours.

The books of account, records, reports, and other documents of the MAIPF as they pertain to the administration and maintenance of the Plan and the claims shall be open to inspection by insurers at such times and under such conditions and regulations as the Board shall determine.

The MAIPF shall provide for the making of detailed reports and for the rendering of accounts to each insurer at least every 12 months.

The books of account of the MAIPF shall be audited at least every 12 months by a firm of independent public accountants designated by the Board.

The books of account of servicing insurers relating to their administration of the MAIPF business shall be audited in the manner designated by the Board.

The servicing insurer financial controls and claim records for MAIPF assignments shall be reviewed annually by the insurer in accordance with the guidelines established by the Board.
2. The MAIPF may audit the records of any servicing insurer relating to the subject matter of the Plan and may establish what policies, records, books of account, documents, and related material it deems necessary to carry out its functions. Such material shall be provided by insurers in the form and with the frequency reasonably required by the MAIPF.

Sec. 7. PARTICIPATION RATIOS— ASSESSMENT—RECOUPMENT

- A. MAIPF claims and anticipated expenses for operation and administration of the Plan shall be assessed on insurers and self-insurers according to this Section.
- B. Losses, expenses, and gains shall be determined on the basis of insurance accounting principles as incorporated in the Annual Statement blank.
- C. For purposes of establishing a basis for allocation of expenses plus losses or minus gains, each company licensed to write automobile insurance in Michigan shall permit its statistical agencies to report the statistical information to the MAIPF.
- D. Each insurer will be liable for that proportion of the annual assessment that its total automobile written premiums for the prior calendar year bear to the total premiums that year. Each self-insurer will be liable for that portion of the annual assessment that its Michigan imputed premium for the prior calendar year bears to the total premiums that year. Average per-vehicle imputed premiums are calculated by dividing the total automobile written premium for the prior year by the total number of exposures for private passenger auto for the second prior year. The average per-vehicle imputed premium is then multiplied by the number of self-insured vehicles reported by the self-insurer.

“Automobile written premiums” means the automobile premiums, including policy membership fees, less return premium and premium on policies not taken, shown on the Exhibit of Premiums and Losses (Statutory Page 14 Data) of each insurer’s Annual Statement for Private Passenger Auto No-Fault, Other Private Passenger Auto Liability, Commercial Auto No-Fault, and Other Commercial Auto Liability. It shall exclude premiums for physical damage coverage and premiums for death and disability coverage written by the insurer. Such premium shall be gross direct premiums, without including reinsurance assumed and without deducting reinsurance ceded, but including premiums

for other than private passenger excess of loss policies, except in the case of an insurer which writes no basic limits automobile liability insurance.

"Total premiums" as used in this subsection means the statewide total of all automobile written premiums of all insurers and all imputed premium for all self-insurers.

- E. All of the data necessary to comply with the foregoing distribution procedures shall be reported to AIPSO by each insurer or by the statistical agencies designated by such companies and each company agrees to permit its statistical agent to release such data to AIPSO and agrees that its statistical agent shall be permitted to furnish AIPSO with statements of its experience.
- F. For insurers that do not report data necessary to comply with the foregoing distribution procedures, MAIPF shall issue an estimated assessment by increasing the premiums reported by the company on its annual statement to the NAIC by 25%. For self-insurers that do not report data necessary to comply with the foregoing distribution procedures, MAIPF shall issue an estimated assessment by increasing the number of vehicles reported by the company on its most recent Application for Self Insurance by 25%.
- G. The Board may periodically, but not less than annually, assess insurers for claim and operating expenses of the MAIPF arising from the assignment of claims under the Plan. Such assessment shall be filed with the Director and shall be allocated among insurers in accordance with this Section.
- H. Any assessments paid by insurers under this Section may be recouped in the insurance rates filed with the Director for automobile policies issued by the insurer and/or on behalf of the MAIPF.
- I. In the event an insurer discontinues writing automobile insurance in this state, it shall continue to pay assessments until its proportionate share established by its writings prior to discontinuance of business has been determined and paid; provided, however that if the automobile insurance in this state has been purchased by, transferred to, or reinsured by another company, the latter shall receive the assessments of the former until the proportionate share of the former as established by its writings prior to such transfer has been determined and paid, unless another company has agreed, in manner satisfactory to the Board, to assume such obligation.

No assessments shall be levied nor shall any be made to an insurer that has written no automobile insurance during the period for which the proportionate shares are based. Groups of companies under both the same ownership and management must be treated as a single company under these provisions. Groups of companies under either the same ownership or management, but not both, may elect to be treated either separately or as a single company.
- J. Negotiation of Settlement of Balances with Companies Under Supervision of the Department of Insurance & Financial Services or in Rehabilitation – AIPSO shall negotiate the best offer or settlement of balances due for MAIPF assessments and participation and shall protect the financial interest of the MAIPF. It is understood that all settlement offers are subject to the approval of the Board.
- K. Assessments levied under this Section shall be paid in full by insurers and self-insurers within such period of time as the Board may establish, after the assessment charge is billed by the MAIPF. Assessment payments shall be remitted by check or electronic transfer of funds.
- L. Any assessment amount under the Plan not paid by the due date shall bear interest at the rate of 20% per annum.

Sec. 8. AMENDMENT TO PLAN

Amendment of the Plan may be made by a majority vote of the Board subject to the approval of the Director.

Sec. 9. RIGHT OF APPEAL

- A. Any participating insurer or applicant for benefits under the Plan may request a formal hearing and ruling by the Board of the MAIPF for any of the following:

1. An alleged violation of the Plan.
 2. A participating insurer's application to service risks; or
 3. The termination of a servicing insurer.
- B. A request for hearing must be filed within 30 days after the date of the alleged act or decision. Such hearing shall be held within 30 days after the request is received by the MAIPF.
- C. A right to a hearing under subsection A. shall not apply to any claim assigned to or serviced by any participating insurer.
- D. Any formal ruling by the Board may be appealed to the Director by filing notice of appeal with the MAIPF and Director within 30 days after issuance of the ruling.
- E. The Director shall issue an order approving the action or decision, disapproving the action or decision, or directing the Board to reconsider the ruling.

Sec. 10. PERFORMANCE STANDARDS FOR SERVICING INSURERS

Servicing insurers must meet the following standards for servicing MAIPF claims under the Plan:

- A. **Acknowledgment**
The servicing insurer will act on all claim assignments within 5 business days or acknowledge the receipt of such a claim assignment.
- B. **Eligibility for Benefits**
Upon receipt of a fully completed application, including submission of necessary documentation and any other information necessary to determine eligibility, servicing insurers will review new claim assignments according to the Servicing Insurer Agreement. Claimants will be notified within 30 days of their eligibility for benefits under the Plan rules and Chapter 31 of the Michigan Insurance Code, the Plan of Operation and the Servicing Insurer Agreement. Claimants will be notified within 30 days regarding their claim status.

- C. **Compliance**
All servicing insurers shall comply with all rules and procedures as outlined in the MAIPF Servicing Insurer Guidelines and Servicing Insurer Agreement.
- D. **Claim Handling**
The servicing insurer is responsible for handling all claims properly and promptly. Claim adjustment practices and procedures of each servicing insurer shall correspond with those followed for its voluntary business. The servicing insurer must comply with any fair claim practices laws or regulations. Deviations from acceptable claims handling practices shall be corrected upon receipt of notification by a representative of the MAIPF.
- E. **Claims Records**
Assigned claim records maintained by a servicing insurer are to be available for inspection upon request by a representative of the MAIPF, both as to claim handling and claim/expense payment. A servicing insurer shall transmit records to the MAIPF in accordance with rules and procedures as outlined in the MAIPF Servicing Insurer Guidelines and Servicing Insurer Agreement.
- F. **Indemnity/Reimbursement Against Third Parties**
The servicing insurer shall preserve and enforce rights to indemnity or reimbursement against third parties and shall account to the MAIPF for any indemnity or reimbursement. The servicing insurer may enter into reasonable compromises and settlements with third parties against whom rights to indemnity or reimbursement exist, and shall account to the MAIPF for any compromises and settlements.
- An action to enforce rights to indemnity or reimbursement against a third party shall not be commenced after the later of 2 years after the assignment of the claim to the servicing insurer or 1 year after the date of the last payment to the claimant.
- G. **Judgments or Acknowledgements of Debt**
The MAIPF or any servicing insurer may enter into a written agreement with a debtor permitting the payment of a judgment or acknowledgment of debt in installments payable to the MAIPF. A default in payment of installments under a judgment as agreed will be reported to the Michigan Secretary of State and subjects the debtor to suspension or revocation of his or her motor vehicle license or registration in the same manner as for the failure by an uninsured motorist to pay a judgment by installments under MCL 500.3177.

EXHIBIT E

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

KALVIN CANDLER,

Plaintiff,

Case No.
15-001245-NF

vs

Honorable
Patricia Perez Fresard

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

Defendants.

DEPOSITION OF KALVIN CANDLER

taken by the attorney for the Defendant on Wednesday,
December 30, 2015, at the offices of Douglas S.
Dovitz, PC, 22201 Harper Avenue, Suite 202, St. Clair
Shores, Michigan, at 10:17 a.m.

APPEARANCES:

DOUGLAS S. DOVITZ, ESQ. P31840
Douglas S. Dovitz, PC
22201 Harper Avenue
Suite 202
St. Clair Shores, Michigan 48080
(586) 773-0911

Appearing on behalf of the Plaintiff.

CHRISTOPHER JENNINGS, ESQ. P78287
Garan Lucow Miller, P.C.
101 North Main Street
Suite 460
Ann Arbor, Michigan 48104
(734) 930-5600

Appearing on behalf of the Defendant.

REPORTER: Julie A. Catka (CSR-6530).

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I N D E X

WITNESS: KALVIN CANDLER	Page
Examination by Mr. Jennings	3
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St. Clair Shores, Michigan
Wednesday, December 30, 2015
About 10:17 a.m.

- - -

KALVIN CANDLER,

a Plaintiff herein, having been first duly sworn by
the Notary Public, testified as follows:

- - -

E X A M I N A T I O N

BY MR. JENNINGS.

Q Good morning, Mr. Candler. My name is Christopher
Jennings. We met briefly before your deposition. I
represent Farm Bureau in the lawsuit that you filed
seeking certain benefits and damages from injuries
you sustained in a motor vehicle accident in
September of 2014.

Have you ever had your deposition
taken before?

A No.

Q So I'm going to go over some ground rules to try to
make this go more smoothly and to make sure that we
get all of the information that we need.

So, a deposition is an opportunity
for attorneys like myself and Mr. Dovitz sitting next
to you to ask questions to learn about the facts and

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1 circumstances of the accident, the nature and extent
2 of your injuries and your prognosis for recovery for
3 the various injuries that you may have. Does that
4 make sense?

5 A Yes.

6 Q So, it's important in a deposition that every
7 response that you give is an oral response because,
8 Julie sitting to my right is taking down everything
9 that we say. So, while I may understand a head shake
10 or a head nod, she can't record that. So, it's
11 important that everything that you say is a verbal
12 response. Does that make sense?

13 A Yes.

14 MR. DOVITZ: And good and loud too.
15 Especially -- we've got the heater going.

16 THE WITNESS: It's hard for me to --

17 MR. DOVITZ: Yep. Why don't you pull
18 up a little bit if you can so our court reporter will
19 be able to hear you better?

20 BY MR. JENNINGS:

21 Q Another thing that's important is if this does go to
22 trial, I want to be able to stand up and tell the
23 jury that everything that you told me today you fully
24 understood the questions that I asked and you gave a
25 response that was understanding those questions. So,

1 if you don't understand a question that I ask, please
2 be sure to tell me so we can get that all sorted out.
3 All right? Does that make sense?

4 A Yes, it does.

5 Q And the final thing is, are you on any medication
6 today that would affect your ability to understand
7 the questions that I'm asking?

8 A Well, I do take muscle relaxers and pain medication
9 daily, so I am under, you know --

10 Q Did you take them this morning?

11 A Yes.

12 Q What did you take this morning?

13 A Percocet 10 milligram, Levetiracetam it's Keppra,
14 seizure medicine, Baclofen.

15 Q What is that for?

16 A Muscle relaxer.

17 Q Anything other than those three?

18 A My vitamins. I don't think that would enable me from
19 answering questions.

20 Q So, can you please state and spell your full name for
21 the record?

22 A Calvin Natheile Candler. Calvin, K-a-l-v-i-n,
23 Natheile, N-a-t-h-e-i-l-e, Candler, C-a-n-d-l-e-r.

24 Q And where do you currently reside?

25 A 1321 Belvedere Street.

1 Q And do you live there by yourself or do you live
2 there with somebody else?

3 A I live with someone.

4 Q Who do you live with?

5 A Anika Wilson.

6 Q And how long have you been living at that address?

7 A I moved in beginning of this year.

8 Q Where did you live prior to moving in with Ms.
9 Wilson?

10 A I was in -- I can't remember the name, but it was a
11 resident home.

12 MR. DOVITZ: Single family home if
13 you don't mind?

14 THE WITNESS: Single family home.

15 BY MR. JENNINGS:

16 Q And who did you live with there?

17 A I was by myself.

18 Q Was that part of the treatment that was prescribed
19 through your doctors or?

20 A Well, no. This is before the accident.

21 Q Well, I was just saying before you moved in with Ms.
22 Wilson.

23 A Yeah, this is before the accident. I was staying by
24 myself. Oh, before I moved in with Ms. Wilson? Yes,
25 I was staying -- I forgot.

1 Q And just so you know, if you don't know something or
2 you don't remember something, that's a perfectly
3 appropriate response. We don't want you to guess.

4 A Yes.

5 Q So, if you don't remember or you don't know
6 something, just tell us that and that's what we'll go
7 with. All right?

8 A All right.

9 Q Where were you living at the time of the accident,
10 so, September?

11 A Actually I was staying on the west side, Cascade.

12 Q Who were you living with?

13 A By myself.

14 MR. DOVITZ: Cascade is a street?

15 THE WITNESS: Cascade, yes.

16 BY MR. JENNINGS:

17 Q What's your educational background?

18 A Highest grade completed was 11th.

19 Q And do you have any, I guess, on-the-job training or
20 certificates or anything like that that would --

21 A No. Certified through the state.

22 Q Do you know when you got that certification?

23 A I'm not sure on the date.

24 Q Does that certification allow you to get like an
25 union job or what does that certification allow you

1 to do?

2 A I think best of my knowledge if I was still able to
3 work I would have been able to get a union job.

4 Q When was the last time you worked?

5 A 2012.

6 Q What did you do in 2012?

7 A I worked complete preservation and restoration of
8 foreclosed homes.

9 Q Why did you stop working?

10 A Due to my medical problems.

11 Q What are those?

12 A Having seizures.

13 Q Has any doctor been able to tell you what caused or
14 what brought on the seizure disorder?

15 A No.

16 Q How often do you have seizures?

17 A Right now they're controlled under medication.

18 Q When you have a seizure, are they a focal seizure or
19 are they like a full body seizure?

20 A Full body.

21 Q When was the last time you had one?

22 A Sometime this year. I just can't remember the date.

23 Q Have you only had one this year or more than one?

24 A I can't remember. I mean, it's really someone has to
25 be observing me for me to, you know, keep account of

1 when I do have them, because I can't -- I lose time.

2 Q You lose time when you have a seizure and after the
3 seizure?

4 A I have no knowledge of it. So, I just wake up achy
5 or someone will tell me you got a seizure.

6 REPORTER: Can we move that heater
7 over to other side maybe. I think because of it
8 being right behind him -- thank you.

9 BY MR. JENNINGS:

10 Q So, are you allowed to drive since you've had your
11 seizure disorder?

12 A No.

13 Q When was the last time you drove if you can remember?

14 A I really can't because I've been getting transported.

15 Q When was the last time you owned a car?

16 A I remember what kind of car it was, I just don't
17 remember --

18 Q Was it within the last five years, the last 10 years?

19 A It was within the last five years, Dodge Dynasty.

20 Q Did you own a car at the time of the accident in
21 September of 2014?

22 A No.

23 Q Are you receiving any benefits from the Government
24 currently?

25 A As far as SSI, yes.

1 Q How much are you receiving?

2 A I think it's \$733.

3 Q How long have you been receiving that?

4 A I can't be specific how long. I think roughly four
5 years, 'cause I was working in 2012. Yep, benefits,
6 I got my benefits in 2013 and it's 2016.

7 MR. DOVITZ: Speak up a little bit,
8 Calvin.

9 THE WITNESS: Four years.

10 MR. DOVITZ: That would be 2011 then.

11 THE WITNESS: Would it?

12 MR. DOVITZ: Well, we're in '15 so
13 just doing some math.

14 THE WITNESS: Oh, okay. Yeah.

15 BY MR. JENNINGS:

16 Q I was going to say that your answers to
17 interrogatories said that it was approximately
18 December of 2013 you started receiving them. Does
19 that sound right?

20 A Yeah. Yeah.

21 MR. DOVITZ: Some cognitive issues
22 obviously.

23 BY MR. JENNINGS:

24 Q Are you receiving any other type of Government
25 benefits like unemployment?

1 A No, sir.

2 Q Food stamps?

3 A Food stamps, yes.

4 Q How long have you been receiving those?

5 A I can't be sure.

6 Q Do you have any other source of income besides the
7 Social Security?

8 A No.

9 Q Have you ever been a part of another lawsuit?

10 A No.

11 Q Have you ever made a Workers' Compensation claim?

12 A No.

13 Q Have you ever made any other type of claim with an
14 insurance company?

15 A No.

16 Q Have you ever been involved in another motor vehicle
17 accident?

18 A No.

19 Q Have you ever been involved in some sort of traumatic
20 accident where you sustained an injury, like falling
21 down the stairs, you know, getting hurt playing
22 basketball or something like that?

23 A Seizures.

24 Q Have you gotten hurt when you've had seizures?

25 A Yes.

1 Q What's happened when you've had seizures?

2 A I burned my arm.

3 Q You burned your arm?

4 A Yeah.

5 Q Do you know when that happened?

6 A I can't be sure, but -- of the date, but I was
7 staying by myself.

8 Q Did you go to the hospital or did you seek medical
9 treatment?

10 A I seeked (sic) medical treatment.

11 Q Do you know where you went?

12 A My primary doctor, Shabana Rasheed.

13 Q Which arm did you burn?

14 A My left.

15 Q Is that the only time that you have been hurt during
16 a seizure?

17 A To the best of my knowledge, yes.

18 Q Have you ever been injured in any other type of
19 scenario, you know, playing sports growing up,
20 anything like that?

21 A I just found out recently over the holidays that --
22 what is that, jaundice? I was born with yellow
23 jaundice.

24 Q Do you have any ongoing problems with your liver?

25 A No.

1 Q Have you ever been, other than for injuries arising
2 out of this accident, have you ever been hospitalized
3 for any period of time for any other condition or
4 chronic illness?

5 A Other than the seizures, no.

6 Q Where were you hospitalized for the seizures?

7 A Sinai-Grace. I know it was a couple of other
8 hospitals, but I can't be sure right now because it
9 was a while ago.

10 Q Prior to this accident, did you ever sustain any
11 broken bones?

12 A No. Well, to my hand, yes.

13 Q Which hand?

14 A Left hand.

15 Q How did you break the bones in your hand?

16 A Basketball, so, yeah, I did sustain.

17 Q How long ago was that? Do you know?

18 A About eight years ago.

19 Q Did you have to have surgery or did you just get put
20 in a cast?

21 A It was a cast.

22 Q Did you go see your primary care physician for that
23 or did you see somebody else?

24 A No, I seen somebody else. I can't be sure which
25 doctor it was because I didn't need to follow up.

1 They casted it.

2 Q All right. Other than the broken left hand, is there
3 any other broken bones other than from this accident?

4 A No.

5 Q Have you ever needed any stitches or anything like
6 that other than from this accident?

7 A No.

8 Q Are you aware of any other chronic illnesses or
9 conditions that you have outside of the seizure
10 disorder which we've discussed?

11 A I just got diagnosed with glaucoma.

12 Q Are you currently seeing somebody to be treated for
13 that or?

14 A Yes. Glaucoma Specialists of Michigan or something
15 like that. Michigan Glaucoma Center or something.

16 MR. DOVITZ: Where are they located
17 on?

18 THE WITNESS: I have no idea.

19 MR. DOVITZ: Do you know what city or
20 anything or street even?

21 THE WITNESS: I have to wait for --
22 matter of fact this is their -- this is Vision
23 Specialists.

24 MR. DOVITZ: What's the name of the
25 facility?

1 THE WITNESS: Vision Specialists.

2 MR. DOVITZ: So, it's not Glaucoma?

3 THE WITNESS: No, I had to follow up
4 with the glaucoma doctor. Okay?

5 MR. DOVITZ: Sure enough.

6 BY MR. JENNINGS:

7 Q So, you just handed me a document that is addressed
8 to you and it is from the Glaucoma Center of
9 Michigan. That was dated September 30, 2015. Have
10 you rescheduled?

11 A Not yet.

12 Q So, you haven't been to that facility yet?

13 A No. It kind of depressed me dealing with that
14 situation.

15 Q So, who referred you to the Glaucoma Center of
16 Michigan? Was that through Vision Care Specialists?

17 A Yes.

18 Q Did anybody at Vision Care Specialists tell you what
19 caused the glaucoma or what brought it on?

20 A They couldn't be specific. That's why they referred
21 me to the glaucoma specialist.

22 Q Okay. So, we have the seizure disorder and the
23 glaucoma. Are there any other chronic conditions or
24 illnesses that you're aware of?

25 A My ankle.

1 Q Well, outside of this accident.

2 A Well, no.

3 Q Okay. Do you have any criminal history?

4 A Past, yes.

5 Q What crimes were you convicted of subject to your
6 objection.

7 MR. DOVITZ: Yeah, I'll object
8 because I think the testimony is going to be that
9 it's more than 10 years since the date of either the
10 incident and/or the conviction.

11 MR. JENNINGS: Fair enough.

12 MR. DOVITZ: Go ahead though.

13 A What question?

14 BY MR. JENNINGS:

15 Q What crimes have you been convicted of?

16 A Armed robbery.

17 Q And when were you convicted of armed robbery?

18 A 2003.

19 Q Is that the only --

20 A Conviction?

21 Q Yes.

22 A Yes.

23 Q How long did you serve time for that?

24 A Six years.

25 Q So, did you get out in 2009 or 2010?

1 A Seven years, 2011.

2 Q Where did you serve your time?

3 A Michigan Department of Corrections.

4 MR. DOVITZ: I think you're looking
5 for a specific --

6 BY MR. JENNINGS:

7 Q What location, yeah. You don't know?

8 MR. DOVITZ: Jackson or Ionia or?
9 Were you always in one place?

10 THE WITNESS: No.

11 BY MR. JENNINGS:

12 Q Are you still on probation or parole?

13 A No.

14 Q Were you on probation or parole at any period after
15 you got out?

16 A Yes.

17 Q How long?

18 A I think it was a year or two.

19 Q Which one? Was it probation or parole?

20 A It was parole.

21 Q Have you been in any trouble since?

22 A No.

23 Q All right. So, let's talk about the accident. What
24 do you remember from the accident on September 12th,
25 2014?

1 A Actually screaming because the car ran over my ankle.
2 As I was reaching down towards my ankle, they took
3 off at a high rate of speed and striking me in the
4 face. I seen my teeth flying over my head. I passed
5 out for a minute.

6 Q All right. So, which ankle did they run over?

7 A My right ankle.

8 Q Where were you when this happened?

9 A On Jefferson.

10 Q Where were you going?

11 A I was going to the store.

12 Q Do you remember the name of the store?

13 A No, I don't.

14 Q Where were you coming from?

15 A Family member's house on -- it's on -- they stayed on
16 Jefferson. I forgot which block, but it's by, I want
17 to say Manistee.

18 MR. DOVITZ: I think it's Manistique,
19 q-u-e.

20 BY MR. JENNINGS:

21 Q Whose house were you at? Do you remember?

22 A My cousin's, Bridgett's house.

23 Q What were you doing at Bridgett's house?

24 A We were having a family gathering. I volunteered to
25 go to the store.

1 Q All right. So, you said that you had -- did you lose
2 consciousness?

3 A Yes.

4 MR. DOVITZ: Can we clarify -- you
5 were walking?

6 THE WITNESS: Yes.

7 BY MR. JENNINGS:

8 Q Did this incident happen on Jefferson or was at
9 parking lot?

10 A No, it happened actually I was -- it happened on
11 Jefferson. I was crossing the crosswalk.

12 Q Is there a stop light there or a stop sign?

13 A There was a stop sign.

14 Q Did you see the car before you crossed?

15 A Yes, but I didn't pay any attention because it was
16 going the opposite way on Jefferson. It backed up
17 and then pulled off.

18 Q So which direction were you heading on Jefferson?

19 A Towards downtown. I was facing going towards
20 downtown.

21 MR. DOVITZ: Which would be west at
22 that point.

23 A And the car was east, facing east.

24 BY MR. JENNINGS:

25 Q Was the car parked or was it in a driveway?

1 A It was parked and they backed up. I'm crossing, so
2 me and the car was, we're parallel. They're heading
3 this way. I was heading this way.

4 Q Would you be able to draw a picture?

5 A Yes.

6 Q Just take your time and draw a picture and then we'll
7 talk about it when we're done.

8 A Okay. So, this is the crosswalk. This would be the
9 car. As I was walking, the same way as I was
10 crossing the street, the car backed up.

11 Q Put an arrow in the direction you were walking.

12 A I was walking this way. The car was facing this way.
13 As I got to the crosswalk, the car backed up,
14 striking me on the right side of my body. I fell
15 down screaming and actually I did notice the van
16 because they were listening to music like kind of
17 loud, so, I seen the van and I kept walking. And as
18 they backed up they seemed like they didn't even
19 realize they ran over me at first until I started
20 screaming and reaching for my leg. Then I hit the
21 car and then I looked up. I didn't -- I seen the
22 driver, but they sped off like a panicked look on his
23 face and they sped off then striking me in the face
24 with the rear tires. I seen the rear tires that was
25 before the car sped off coming towards my face.

1 Q So, just to be clear in this picture, is this the van
2 right here?

3 A Yes. Facing -- facing that way, yes. And that's me
4 walking up the crosswalk. They backed up and then as
5 it backed up it went out that way on Jefferson.

6 Q So, this crosswalk that you're walking across right
7 now is on what street?

8 A This is Jefferson.

9 Q So, that's Jefferson?

10 A This is Manistique.

11 Q Can you just put that in there? So, draw the other
12 street going across there.

13 A Spell Manistique.

14 Q No, just actually draw the physical street so that we
15 have a fairly good --

16 MR. DOVITZ: It should be noted for
17 the record that the police report only had a verbal,
18 there was no diagram, at least my copy, so all the
19 more reason to get a good picture here or drawing.

20 BY MR. JENNINGS.

21 Q So, I'm going to go ahead and label it for you and
22 you can correct me if I'm wrong. This street here is
23 Manistique?

24 A Yes.

25 Q This street is Jefferson?

1 up.

2 Q So were you able to get up?

3 A Yes.

4 Q And so, then what did you do?

5 A I called Anika.

6 Q Did you call her from your cell phone?

7 A Yes, then I was kind of worried about calling 911

8 because I didn't have much power and I knew if I

9 called her she would probably be able to get to me

10 quicker and I could get to the hospital.

11 Q So, you're saying you didn't have much power on your
12 cell phone?

13 A No, it died shortly after calling her and letting her
14 know.

15 Q Do you still have the same cell phone number as you
16 did then?

17 A No.

18 Q Do you remember the cell phone number that you had?

19 A I don't.

20 Q It's all right. When you called Ms. Wilson, did she
21 come and get you or did she send somebody else?

22 A Actually my family were on the way to get me when --
23 they seen me and assisted me and they helped me get
24 down to her house and as we were coming up the
25 street, she seen me.

1 Q So, did any of your family members see this incident?

2 A No, they were wondering why it was taking me so long
3 to come back.

4 Q What, if you remember, what family members were the
5 first ones to come to your aide or to come and help
6 you?

7 A My cousin. It's kind of blurry because there were
8 two of them in the car and they were kind of frantic
9 and I was like really, I really couldn't -- what is
10 that, Maurice Tate.

11 Q That was your cousin?

12 A Yes.

13 Q All right. So then who ended up taking you to the
14 hospital?

15 A Anika and my father.

16 Q What's your father's name?

17 A Andrew Candler, Sr.

18 Q What hospital did you go to?

19 A Receiving.

20 Q When did you -- did somebody call the police for you
21 or when did you make the police report, if you
22 remember?

23 A I think it was the next day. I don't -- I'm not
24 sure. The day after or two days after.

25 MR. DOVITZ: So, the record should

1 indicate the police report says reported date is
2 9-15.

3 A Couple of days after that.

4 BY MR. JENNINGS:

5 Q Do you remember how you made the report? Did you
6 call in or did you go to the police department?

7 A I went to the police department.

8 Q Were you admitted to Receiving Hospital after the
9 accident?

10 A No.

11 MR. DOVITZ: In other words, did they
12 keep you overnight?

13 THE WITNESS: No, they let me go the
14 next day because due to -- I guess the -- I don't
15 know. It was -- I went. They took a long time to --
16 for them to attend to my wounds and --

17 BY MR. JENNINGS:

18 Q So did you stay overnight?

19 A No. Well, I guess I mean I was there on the 12th and
20 didn't leave until the 13th.

21 Q What did they do for you when you were there? Did
22 they take x-rays?

23 A They took x-rays. They sutured -- well, they had to
24 stitch my lip. The bone fragments that were sticking
25 out they pulled out for me out of my gum line.

1 Q So bone fragments or teeth fragments?

2 A Bone fragments. My gum line was shattered at the
3 top. So there's pointy shards of bones that were
4 sticking out, they pulled out for me until I was able
5 to get to oral surgery.

6 Q Okay. So, other than taking the x-rays and doing the
7 stitches and then pulling out the bone fragments, did
8 they do anything else or give you any other sort of
9 treatment?

10 A They put a soft cast on my leg.

11 Q On which leg?

12 A On my left ankle -- right ankle. My right ankle.

13 Q How high did the soft cast go? Did it go above your
14 knee or?

15 A Right under my knee from right around my toes up to
16 my ankle.

17 Q And did they give you crutches or a cane or a walker
18 or a wheelchair?

19 A Crutches.

20 Q Did they tell you that something was wrong with your
21 right ankle?

22 A I don't remember specifically what it was, but it was
23 severe. I was having severe pain then and I'm having
24 pain, still having pain now.

25 MR. DOVITZ: In what area?

1 A On -- speaking on my ankle.

2 BY MR. JENNINGS:

3 Q Okay. So what other, I guess, injuries or diagnoses
4 do you remember them giving you? Just whatever you
5 remember. I know you're not a doctor. I'm just
6 trying to get your understanding of what they told
7 you.

8 A What is that, lower lumbar strain in my back.
9 Ligament tears. I think ankle, knees and hand.

10 Q So, you said ligament tears in your ankle, knee and
11 hand?

12 A From the best -- that is just what I know. It's
13 documented, but it's pretty solid.

14 Q Which ankle? Is this the right ankle or the left
15 ankle?

16 A The right ankle.

17 Q Then what about the hand? Is it the right hand or
18 the left hand?

19 A It's the right hand.

20 Q And what about the knee?

21 A Well, it's grinding and popping in both knees.

22 Q So, you said both knees were grinding and popping?

23 A Yes, but I think -- I don't know which -- I'm not
24 sure which knee has the ligament tears.

25 Q All right. So, that is what you remember them

1 diagnosing you at the hospital. Now, I want to start
2 at the top of your head and I want you to go all of
3 the way down your body and you tell me all of the
4 different parts of your body that you feel were
5 affected by the accident.

6 A My head, my mouth, my jaw, my neck, my shoulder.

7 Q Which shoulder?

8 A Left shoulder. Lower back, right hand. I guess I
9 should have said my eyes as well from that head,
10 eyes, mouth, jaw, shoulder, neck, lower back, right
11 knee, at times left knee, right ankle.

12 Q Okay. So, I'm going to go over this list that you
13 just gave me so I'm going to make sure we're not
14 missing anything.

15 Starting at the top of your head, you
16 said your head, your eyes, your mouth, your jaw, your
17 left shoulder, your neck, your lower back, your right
18 knee and your left knee sometimes and then your right
19 ankle and your right hand. Is there anything else
20 that we're missing?

21 A That's it.

22 Q So, when you say your head, is it a physical injury
23 to your head or what's going on with your head when
24 you say your head is hurting?

25 A I mean I'm suffering from headaches that are not

1 normal from -- I have never dealt with before this
2 accident.

3 Q Are they constant headaches? Are they migraines? Do
4 they come and go?

5 A They come and go.

6 Q Are you on any medication for those?

7 A Other than what I'm taking and sometimes it depends
8 on the pain that I go through how I administer my
9 medicine.

10 Q So, other than the headaches, is there anything else
11 that you feel is wrong with your head or that was --

12 A I can't -- a lot of things I don't remember.

13 Q So other than?

14 A I guess it's psychological.

15 Q When you say psychological, what do you mean?

16 A Like things I have to deal with, you know, going on
17 inside of my head.

18 Q Are you depressed? Are you having trouble
19 remembering things? Can you not think clearly?

20 A Yes.

21 Q To which one?

22 A All of the above.

23 Q All of the above. Do you have dizzy spells or
24 trouble balancing?

25 A Yes. I could be sitting perfectly still and get

1 dizzy and feel nauseated. And then it goes away.

2 Q Does your seizure medicine have any side effects that
3 would be consistent with the memory problems or dizzy
4 spells?

5 A I have no idea. I'm not -- what do they call those
6 -- pharmacy tech -- but I'm pretty sure all of my
7 medicine have different side effects. But, i was
8 taking the seizure medicine before this accident that
9 didn't have me feeling this way.

10 Q Who prescribes the seizure medicine?

11 A Dr. Shabana Rasheed.

12 Q Has there been any change in the amount or I guess
13 dosage of the seizure medicine after the accident?

14 A No. Because it was working, so --

15 Q Have you seen anybody to, I guess, seek treatment for
16 your head injury whether it's psychological or other
17 cognitive issues?

18 A I'm going to see -- a lot of my appointments are set
19 up for next year due to the fact, you know, I guess
20 the holidays. And so, I still -- then there's been
21 problems with getting the treatment done period.

22 Q So who are you going to see? Do you know?

23 A I have a -- I think Dr. Applebaum. I mean it's a
24 couple of -- I have to get another MRI done.

25 Q MRI of your head?

1 A My back, my head and my leg.

2 Q Who prescribed those?

3 A What is that doctor? Backos?

4 THE WITNESS: Dovitz, that was
5 Backos; right?

6 MR. DOVITZ: Backos.

7 THE WITNESS: Backos.

8 BY MR. JENNINGS:

9 Q Do you know how to spell that?

10 A I don't.

11 MR. DOVITZ: Just to clarify, that's
12 over on Van Dyke?

13 THE WITNESS: Yes, sir.

14 MR. DOVITZ: Pain Center.

15 BY MR. JENNINGS:

16 Q When did you start going to the Pain Center?

17 A About two months ago.

18 MR. DOVITZ: So, that facility is not
19 mentioned in our answers. So, we can more or less
20 orally amend our answers to include that. I was not
21 aware of that until we were reviewing.

22 A The other doctor was too far away and the journey out
23 that way was getting to me. As a matter of fact, the
24 long car rides have been really getting to me.

25

1 BY MR. JENNINGS:

2 Q Who was the other doctor?

3 A Bleiberg. Marvin Bleiberg.

4 Q How did you, I guess, who referred you to Dr.
5 Bleiberg? Is that your primary care physician?

6 A A case management company.

7 Q Do you remember the name of the case management
8 company?

9 A No, I don't.

10 Q Do you remember the name of your case manager? Does
11 Core Case Management sound familiar?

12 A Yes. Who is that? Laura? I think that was her
13 name, Lisa or Laura.

14 Q Do you still have a case manager?

15 A No.

16 Q Do you know why you don't have a case manager
17 anymore?

18 A I didn't like their services so I ended.

19 Q When you said that you didn't like their services,
20 what do you mean? What were they doing that was
21 bothering you or were they, you know, trying to get
22 you to go to appointments that you felt you didn't
23 need or what was it?

24 A Yes, that and --

25 MR. DOVITZ: Which one? He asked you

1 a couple of things.

2 A They were signing me up for recommended treatment I
3 didn't think I needed.

4 BY MR. JENNINGS:

5 Q Can you give me a specific example?

6 A Laser. Some type of laser procedure. I'm like, I
7 mean --

8 Q Do you know what part of the body the laser procedure
9 was supposed to be for?

10 A My lower back. I didn't agree with that and I could
11 have -- they could have put a hot back on me to
12 relieve it for a couple of minutes because that's all
13 it does. That's the same. And I related it to them
14 and they told me to try to keep up with the treatment
15 and I didn't feel it was right.

16 Q All right. So, then you started going to the Pain
17 Center and is that closer to your home?

18 A Yes.

19 Q And what type of treatment are they doing for you
20 there?

21 A Jaw.

22 MR. DOVITZ: What kind of things are
23 they doing for your jaw?

24 A Oh, actually they -- that doctor started identifying
25 a lot of the problems that I have been having and

1 referring me to individuals that I can get the
2 necessary treatment upon which is the appointments
3 that I have set up for this coming year.

4 BY MR. JENNINGS:

5 Q So, in general the Pain Center has been, I guess,
6 trying to help you get in touch with specialists to
7 help you deal with the various problems that you're
8 having?

9 A Yes.

10 MR. DOVITZ: And just for the record,
11 when you see those other doctors, actually see them,
12 you let us know that and try to obtain the record
13 right when you're there of that treatment so we can
14 provide that to Mr. Jennings.

15 A Yes.

16 BY MR. JENNINGS:

17 Q All right. So, are you currently getting treatment
18 anywhere else than the Pain Center?

19 A Physical therapy.

20 Q Where are you getting physical therapy?

21 A One On One.

22 Q How long have you been doing physical therapy there?

23 A Since my cast came off. I want to say since like
24 September like --

25 MR. DOVITZ: Of '15?

1 THE WITNESS: No.

2 MR. DOVITZ: Or of '14, the month of
3 the accident?

4 THE WITNESS: Yeah, '14. That's
5 while I was on crutches I had to build up the
6 strength on my left side.

7 BY MR. JENNINGS:

8 Q So, those are the only two places that you're going
9 right now is the Pain Center and then physical
10 therapy?

11 A Yes.

12 Q So, let's continue working our way through the list.
13 So, we talked about your head. What is going on with
14 your jaw and/or mouth to the best of your knowledge?

15 A Well, it depends on -- well, my diet has changed due
16 to the fact, you know, my teeth are gone.

17 Q How many teeth?

18 A Three.

19 Q And which teeth are they? I mean, I don't know the
20 names of the teeth either.

21 A Two middle and --

22 Q Like the incisor?

23 A I have no idea what they're called.

24 Q Can you show me?

25 MR. DOVITZ: Just the front teeth?

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1 THE WITNESS: Two front teeth.

2 MR. JENNINGS: It looks like the
3 right incisor?

4 MR. DOVITZ: Yeah.

5 MR. JENNINGS: The right incisor?

6 MR. DOVITZ: Yep.

7 BY MR. JENNINGS:

8 Q Were those the only teeth that you lost?

9 A Yes.

10 Q The rest of your mouth is still good to go --

11 A Yes.

12 Q -- relatively speaking. Have you seen -- you said
13 that at Receiving they pulled out bone fragments and
14 then to get you ready for an oral surgeon -- did you
15 ever see an oral surgeon?

16 A Yes.

17 Q Do you know who that oral surgeon was or where it was
18 through?

19 A It was at Receiving.

20 Q What did the oral surgeon do for you?

21 A Sawed the rest of my gum line back.

22 Q So did they fix the fracture then of the --

23 A They had to saw it all down.

24 Q So, did they remove bone?

25 A Yes.

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1 Q And did they tell you that you should follow up to
2 get it --

3 A Partial.

4 Q Yes.

5 A I got a partial through, I forgot the name of that
6 company. What is the name of that dental care? It's
7 on Six Mile --

8 MR. DOVITZ: Did we list them?

9 A -- and Holcum.

10 MR. DOVITZ: I don't know if you gave
11 us the name of that facility. I think this is a list
12 of all of the places that you said you treated at.

13 THE WITNESS: I think they were
14 through my insurance.

15 MR. DOVITZ: Regardless, we wanted to
16 list all of the places you had treatment from the
17 injuries of this accident.

18 THE WITNESS: I forgot.

19 BY MR. JENNINGS:

20 Q Do you have paperwork or something -- it doesn't have
21 to be here necessarily but somewhere that you can
22 find --

23 A I do.

24 Q Can you try to get it to Mr. Dovitz so we can --

25 A I forgot all about that.

1 MR. DOVITZ: Okay.

2 A But I have problems with that and took it back and
3 they're charging me to get that repaired.

4 BY MR. JENNINGS:

5 Q Do you have any, I guess, upcoming appointments to
6 have anything else done?

7 A MRIs.

8 Q I'm saying with respect to your mouth and jaw. We're
9 just focusing on that right now.

10 A Yes, my jaw.

11 Q What is wrong with your jaw?

12 A It's popping. It locks and --

13 Q Does it pop on both sides or just one side?

14 A Just one side.

15 Q The left side?

16 A Yes.

17 MR. DOVITZ: Do you know the name of
18 the doctor you're going to see?

19 THE WITNESS: I don't. Omar --

20 MR. DOVITZ: Now, when you see that
21 doctor again, please make sure you can get a copy of
22 that report and give us the report and the
23 information about the name of the doctor or dentist
24 or oral surgeon or whatever he is.

25 BY MR. JENNINGS:

1 Q Okay. So, what do you feel is wrong from the
2 injuries you sustained to your eyes from the
3 accident?

4 A Well, they did let me know that, you know, head
5 trauma could have speeded up what probably what would
6 have happened anyway.

7 Q So, in terms of what would have happened anyway, the
8 glaucoma?

9 A Yes. Due to the fact that the accident destroyed,
10 you know, my glasses, i had to go time without
11 anything until I went to the vision specialist.

12 Q Did your prescription change after the accident?

13 A Severely.

14 Q Are you nearsighted or farsighted? Can you read
15 without your glasses?

16 A No, I can't. Everything is cloudy without my
17 glasses.

18 Q Could you read like a sign on the road without your
19 glasses on?

20 A No.

21 Q Have you had glasses all of your life? Well, I guess
22 not all of your life but since you were --

23 A All my life.

24 Q Have you ever worn contacts?

25 A No.

1 Q You don't like putting things in your eyes?

2 A No, my prescription is too heavy.

3 Q Oh, okay.

4 A I guess my lenses are, you know, too thick to --

5 Q Do you have a valid driver's license right now or no?

6 A No.

7 Q When you did have a driver's license did you have --

8 A Yeah, I know.

9 Q -- a corrective lens endorsement? I don't even know
10 what it's called.

11 A On my license?

12 Q Yeah. I have one on mine.

13 A Actually they didn't even -- they asked me if I could
14 -- I had my glasses on when I went in for my license.
15 They didn't ask me to take them off.

16 Q And so, what about the left shoulder?

17 A Popping. Depending on, I got short range of motion.
18 I guess that's from the tear. That is some kind of
19 tear in my left shoulder.

20 Q Who told you that there's a tear in your left
21 shoulder?

22 A That's what one of the MRI reports stated.

23 Q Has anybody at the Pain Center treating you or
24 helping you with your left shoulder?

25 A Yes, they prescribed me, I guess it's like a muscle

1 rub that relieves it at times.

2 Q Like -- I'm going to say like a fancier version of
3 Ben Gay or something like that?

4 A Yeah. Yeah. That's exactly what it is. It smells
5 the same.

6 Q Has anybody recommended surgery for your left
7 shoulder?

8 A No.

9 Q How soon after the accident did you start feeling the
10 popping in your left shoulder?

11 A Actually it took some time. Like, I really just
12 started dealing with the popping, certain movements.

13 Q Is there anything that you would have done after the
14 accident that would have caused some sort of change
15 in the way that you were doing things that you
16 noticed your shoulder was popping?

17 A Before the accident?

18 Q No, after the accident.

19 A I mean the crutches, there was a lot that I had to
20 get adjusted to.

21 Q All right. So, is the shoulder painful or is it just
22 popping?

23 A It's paralyzing. It's almost --

24 Q The pain is?

25 A Yeah, when it pops it's paralyzing. It stops me in

1 my track. The same thing with my lower back.

2 Q How often does it pop?

3 A Whenever I move a certain way. If I move it outwards
4 towards my left like a buckle.

5 Q Can you show me the motion not with your left, with
6 your right arm?

7 A If I move out or go to reach something towards my
8 left it will pop and sometimes it feels like it's
9 coming out of the socket until I get it back to a
10 comfortable position.

11 Q Okay. So, just to make the record clear. So, we
12 understand that your left shoulder is hurting, so we
13 didn't make you do it with your left arm, but with
14 your right arm you showed us extending your arm out
15 to the right side that's what causes the pop?

16 A Yes, on the left, yeah.

17 Q Can you -- I don't want you to do it with your left
18 hand or your left arm, but can you, you know, extend
19 your arm above your head with your left arm or does
20 that hurt your shoulder too?

21 A It hurts my shoulder. That's what I was working on
22 with physical therapy.

23 Q So, you're working on physical therapy and you can
24 take a break if you need to to go to the bathroom or
25 anything like that, just let us know.

1 A Okay.

2 Q So, in physical therapy you're working on improving
3 the range of motion with your left shoulder?

4 A Yes.

5 Q Going back to the accident was your -- you said that
6 the car hit you on the right side?

7 A Right.

8 Q So was your left shoulder or left arm?

9 A Well, actually I was laying on my left side reaching
10 down at my right ankle.

11 Q So, you were laying on your left side when the car
12 ran over your right ankle?

13 A When the car struck me it knocked me down on my left
14 side.

15 Q Okay. So the car hit you or the van hit you on the
16 right side of your body?

17 A Right.

18 Q So, when you fell to the ground, you landed on the
19 left side of your body?

20 A Right, leaning down towards my right ankle which the
21 car was on for a minute, then pulling off, striking
22 me in the face.

23 Q So, the car ran over your right ankle when they were
24 backing up?

25 A Yes.

1 Q And then when they pulled out to go forward, that's
2 when they hit you in the face?

3 A Yes.

4 Q Okay.

5 A Because I was still leaned down at my ankle.

6 Q And you said that the tire hit your face or like the
7 side of the car hit your face?

8 A I remember seeing the back, the back driver's side
9 tire before it struck me.

10 MR. DOVITZ: Hitting your face.

11 THE WITNESS: Yes.

12 MR. DOVITZ: While you were on the
13 ground?

14 THE WITNESS: While I was on the
15 ground. While I was on the ground I looked up. I
16 could see the driver's side rearview mirror. And
17 looking back down at my ankle I'm looking at the
18 driver's side rear tire.

19 BY MR. JENNINGS:

20 Q Okay. So, moving down, the next thing is your right
21 hand. What's going on with your right hand?

22 A Well, actually I did have marks on my hand from, you
23 know, when the car took off.

24 Q So, you're saying marks on your hand. You mean like
25 cuts or scrapes?

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1 A Scrapes.

2 Q Is your hand still bothering you now?

3 A I mean it, like it cramps up, and it's only a certain
4 amount of weight I can hold in my hand without it, I
5 guess, it will lock up and either I have to loosen my
6 grip on whatever I have or just drop it.

7 Q Has anybody told you something is wrong with your
8 hand? Do you know what a doctor has told you, like
9 you have a nerve problem in your hand or there's
10 something broken in your hand or there's damage to
11 ligaments or anything like that?

12 A I think there was a report on ligaments and they told
13 me to -- what is that? They gave me -- he gave me,
14 like it was like something foam and he told me to
15 keep it it will help me to strengthen.

16 Q So, he gave you like a home exercise to do for your
17 hand?

18 A Yeah.

19 Q Was anybody at the Pain Center treating you for your
20 right hand?

21 A Not until the MRIs this.

22 Q So, they're getting additional MRIs to try to find
23 out what is going on?

24 A Yeah.

25 Q Next thing on the list is your lower back. What is

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1 going on with your lower back?

2 A Well, the strain is still bothering me. I think they
3 call it a lower lumbar strain. And it really bothers
4 me if I'm sitting down for a long time. I have to
5 keep re-positioning myself. If I lay down, when I'm
6 laying down I toss and turn unless I'm under like --
7 I take a sleep aide at night so I can get rest.

8 Q Is that an over-the-counter sleep aide?

9 A No, it's prescribed. I forgot the name of it.

10 Oh, man.

11 Q Who prescribes that? Your primary care physician?

12 A No.

13 Q Somebody at the Pain Center?

14 A Yeah.

15 Q Does your lower back prevent you from bending or
16 twisting certain ways or anything like that?

17 A Turning, yes. Bending, so far it depends on how far
18 I bend or if I constantly, you know, overwork my
19 back.

20 Q Do you wear a back brace?

21 A Yes.

22 Q All of the time?

23 A No, because it's kind of constricting, so I try to,
24 you know, wear it at least eight, eight to 10 hours a
25 day and then try to move around freely.

1 Q Who prescribed the back brace, do you know?

2 A Mahki.

3 Q Dr. Mahki. So you said twisting is hard. Is it
4 harder to twist to the left or to the right or is it
5 equally hard on both sides?

6 A Kind of equally. It's just pretty much equally.

7 Q Are you on any lifting restrictions or weight
8 restrictions with regard to your back that you're
9 aware of any ways?

10 A I don't understand.

11 Q Sometimes doctors when you have an injury will say,
12 you know, we recognize that you're injured but we
13 still think you can lift something and it might be
14 you know, don't lift anything more than five pounds
15 or don't lift anything more than 10 pounds. Has a
16 doctor said anything like that to you?

17 A Yes.

18 Q Do you know what the restriction is, the weight
19 limit?

20 A Don't lift anything.

21 Q Don't lift anything?

22 A Don't lift anything.

23 MR. DOVITZ: Who said that?

24 THE WITNESS: Backos.

25

1 BY MR. JENNINGS:

2 Q Is that at the Pain Center?

3 A Yes.

4 Q Are you saying Dr. Baker?

5 A Backos.

6 MR. DOVITZ: Backos, B-a-c-k-o-s.

7 A Even at physical therapy, they, after relaying that
8 to them, they -- everything that I do is kind of free
9 will, you know, no weights.

10 BY MR. JENNINGS:

11 Q So just using the weight of your own body?

12 A Yes and what is that, stretch bands.

13 Q I know what you're talking about. I just don't know
14 what it's called. We'll just call them big rubber
15 bands.

16 So moving down, I mean, I guess
17 before we move on. Have you gotten any injections or
18 anything like that in your back?

19 A No.

20 Q Has anybody recommended any injections?

21 A Yes.

22 Q Who has?

23 A Bleiberg.

24 Q And you didn't want any injections?

25 A I'm scared of them.

1 Q You're scared of needles?

2 A Yes, I'm terrified of them.

3 Q Has anybody else suggested or recommended that you
4 get those?

5 A Actually yeah. The doctor I met at physical therapy
6 was -- 'cause the pain I complain about was like when
7 they, when they attempt to stretch me. When I'm on
8 my back this is very uncomfortable. If I'm laying
9 down a certain way I have to have my knees bent and
10 if they're not bent in the right position it's like,
11 it puts too much pressure.

12 Q Did you ever have any problems with your back prior
13 to the accident?

14 A No.

15 Q Has anybody recommended any other injections for any
16 other part of your body, your shoulder or for your
17 knees?

18 A What is that cartilage? What is that cartilage, some
19 kind of injection.

20 Q You've gotten some injections?

21 A No. What is that called, cartilage injections.

22 Q I don't know.

23 A Something like that.

24 MR. DOVITZ: Recommended, but not
25 actually administered?

1 THE WITNESS: Yes, recommended, but
2 not administered.

3 BY MR. JENNINGS:

4 Q All right. So, let's talk about your knees. What is
5 going on with -- let's start with your right knee.
6 What's going on with your right knee?

7 A Right knee, popping and grinding upon standing or
8 walking.

9 Q Is it causing you pain when you're sitting down?

10 A No, when I -- pretty much when I walk.

11 Q Have you ever worn a knee brace for your right knee?

12 A Yes.

13 Q Are you wearing one right now?

14 A Yes.

15 Q Who prescribed that?

16 A Dr. Mahki.

17 Q Why did you stop seeing Dr. Mahki?

18 A He didn't remember seeing me.

19 Q He didn't remember seeing you so you stopped seeing
20 him?

21 A Yeah. Seems like he had too much patients that he
22 was dealing with or something and I needed someone
23 who really cared for my injuries.

24 Q Did you have a case manager when you were seeing Dr.
25 Mahki?

1 A No.

2 Q All right. What about your left knee? Do you have a
3 knee brace for that?

4 A I have a -- what is it, a sleeve for my left knee
5 because it doesn't pop or grind loud -- as loud as my
6 right.

7 Q So, your right knee is worse than your left knee?

8 A Yes. No. My left is the worse. My left? Yes, the
9 right knee is a lot worse than the left 'cause I
10 usually put heat on the left knee and with the muscle
11 relaxers I'm good on this side.

12 Q You're good on the right side?

13 A On the left side.

14 Q All right. So, then the last thing that you
15 mentioned on your list was the right ankle. What's
16 going on with the right ankle?

17 A Sometimes when I take steps, well, most of the times
18 I take steps it feels like I'm -- there's a needle
19 inside my leg on my ankle.

20 Q Does it feel like the needle is on the right side
21 versus the left side, the top, bottom of the ankle?

22 A When I take a step it's like on the inside of my
23 ankle so I guess that's the left, inside left part of
24 my ankle. It feels like I'm actually putting
25 pressure and needles are sticking, whatever nerve

1 that is.

2 Q Did a doctor ever tell you what was wrong with your
3 ankle? Did they say you fractured it? You broke it?

4 A They didn't say, but they say now I have lot of
5 calcium build up.

6 Q Did they say what the cause of that was?

7 A From possible fracture, but it's hard to determine
8 because of the time frame.

9 Q So how long were you in a cast for your right ankle?

10 A About five months.

11 Q Was it always a soft cast or was it a hard cast?

12 A It was a hard cast.

13 Q Who put the hard cast on you?

14 A Dr. Ennis.

15 Q How do you spell that? Do you know?

16 A I don't know.

17 Q Who was he affiliated with?

18 A He works with my primary, out of my primary care's
19 office on Nine Mile and Telegraph.

20 Q Are you saying -- like is it a Dr. Arthur Ennis?

21 A Ennis.

22 Q E-n-n-i-s? So, Dr. Ennis was the one who was
23 responsible for putting the hard cast on and then
24 taking it off?

25 A Yes.

1 Q Did they take x-rays of the ankle after they took the
2 cast off?

3 A Yes.

4 Q Then did they tell you it had healed or did they tell
5 you there was something that was still wrong?

6 A Like I said they said it was calcium deposit but it
7 still like offset.

8 Q Have we talked about all of the injuries that you
9 feel are related to the accident and how they affect
10 you?

11 A Yes.

12 Q So, I know that we have been saying this kind of the
13 whole time through, but it's important that when you
14 go see doctors or you get bills that you either give
15 them to your attorney or you send them to Farm Bureau
16 so that we can take the steps to try to get them paid
17 and all of that kind of stuff. So that's important
18 for your medical bills because otherwise we don't
19 have access to them.

20 A Okay.

21 Q So, I also want to take some time to talk about the
22 attendant care and replacement services that you're
23 claiming in this lawsuit. All right?

24 A Okay.

25 Q Who is your care provider or who is the one providing

1 you the care?

2 A Andrew Candler.

3 Q And who is Andrew Candler?

4 A That's my brother.

5 Q Older or younger?

6 A Older.

7 Q How much older?

8 A A year.

9 Q Do you guys live close to each other?

10 A Now? Yes. Yeah, he stays -- now we do, yeah.

11 Q Okay. So, through Mr. Dovitz he submitted it looks
12 like, we'll start with the replacement services. You
13 submitted replacement services going back to
14 September and going all of the way through I think
15 February of 2015. Oh, there's October of '15. So,
16 from September of 2014 all of the way through October
17 of 2015 is the most recent one I have. Are you still
18 receiving replacement services?

19 A Yes.

20 Q And what type of services are you still receiving?

21 A Assistance with I don't -- I can't -- let me see.

22 MR. DOVITZ: In other words, for the
23 November and December sheets, what things would you
24 have him or would he be putting on those forms, as
25 the things that he's doing for you?

1 A Right now he helps me with grooming.

2 MR. DOVITZ: What was the first
3 thing?

4 A Grooming. What is that, grocery shopping, taking out
5 trash, pet care, cook meals. He cooks for me. When
6 he comes to me he cooks like two meals. Cleaning
7 restroom, laundry.

8 BY MR. JENNINGS:

9 Q So when you say pet care, what does that entail?

10 A Cleaning up the dog poop.

11 Q How many dogs do you have?

12 A I have two Pit Bulls.

13 Q How much do they weigh?

14 A One is, oh, about 80 pounds. The other one is
15 approximately about 15, 15 pounds, still a puppy.

16 Q I got two puppies at home myself, Great Dane and a
17 German Shepherd.

18 A Oh, man.

19 Q I don't get somebody to pick up my dog poop though,
20 unfortunately.

21 So, are there any other replacement
22 services that he does for you?

23 A We're talking about this snow removal thing now
24 because we don't know when it's coming.

25 Q So, that is something he would help you do if --

1 A Yeah, he would come by when he can before he go to
2 work to spread salt.

3 Q So how many days does he come and do these things for
4 you?

5 A He's usually around every day, but now it's been a
6 little conflicting. I had to get someone else to
7 step in due to the fact he does have to work. He's
8 here in the city, but he works out in, I think, it's
9 Ann Arbor. Rochester. He works in Rochester.

10 Q So, for the month of December has he been coming
11 every day?

12 A No, it has been split up with him and the young lady.
13 She has the sheets, because she's been filling them
14 out. Right now she's at the house.

15 Q Who is the young lady?

16 A Friend of the family.

17 Q Do you know what her name is?

18 A I know her nickname.

19 Q Give me her nickname. If that's all you got, that's
20 fine.

21 MR. DOVITZ: You're looking it up
22 right now?

23 A I'm looking her name up because I don't like to give
24 her nickname out because apparently that's not
25 professional. Okay.

1 MR. DOVITZ: Make sure that the
2 sheets reflect who is doing what on each day.

3 THE WITNESS: Right. Like I say, it
4 just kind of switched up because, you know, he has an
5 obligation to his job now. So, when he gets off work
6 he comes by.

7 MR. DOVITZ: So, you should put like
8 AC for him and whatever this young lady's initials
9 are on the boxes.

10 THE WITNESS: DR, Dewana.

11 BY MR. JENNINGS:

12 Q Okay. Do you know her last name or no?

13 A Reeder.

14 Q What's your best guess at how you spell her last
15 name?

16 A R-e-e-d-e-r, Reeder.

17 Q So, between the two of them, are you still having
18 somebody come every day to help you around the
19 house --

20 A Yes.

21 Q Or is it less than that?

22 A Yes.

23 Q How long has Dewana been coming to assist you with
24 these services?

25 A For about -- she did November. She assisted my

1 brother in November and December.

2 Q All right. So let's talk about other services that
3 your brother has been providing which are called
4 attendant care services. Do you understand what the
5 difference is between attendant care and replacement
6 services?

7 A Not really because it all seems kind of the same.
8 It's just different words.

9 Q So, if it all seems kind of a same, why are you
10 submitting both attendant care claims and replacement
11 services?

12 A Because that's what you guys -- that's what Farm
13 Bureau was asking for.

14 Q So, what's your understanding of the attendant care
15 forms that you're submitting?

16 A I needed -- I did need someone around a little more.
17 Like, I guess, it was a time I needed to be evaluated
18 or something.

19 Q So did you review the attendant care and replacement
20 service logs before they were submitted?

21 A Several. A couple of them.

22 Q Attendant care --

23 A Yes.

24 Q The first month that I have is September and --

25 MR. DOVITZ: Of 14?

1 MR. JENNINGS: Yes.

2 BY MR. JENNINGS:

3 Q And it goes through, I think May of 2015 is the last
4 one that I have?

5 A So you guys don't have May, June, July --

6 MR. DOVITZ: No, we would need after
7 May; right?

8 MR. JENNINGS: Yeah, I have through
9 May.

10 BY MR. JENNINGS:

11 Q Have you been receiving attendant care services after
12 May of 2015?

13 A Yes.

14 Q How many -- so, after May of 2015, oh, I have June.
15 I have June. Those are replacement service logs.
16 Yeah, for attendant care I only have --

17 A That's what we kept getting confused on because it
18 was like we thought pretty much everything was the
19 same.

20 MR. DOVITZ: Although I may have
21 discussed this with Mr. Candler in our initial
22 interview -- if you don't mind. The replacement
23 services are things around your house.

24 THE WITNESS: Okay.

25 MR. DOVITZ: Attendant care is more

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1 things personally for you.

2 THE WITNESS: Oh, okay. Okay. Okay.

3 MR. DOVITZ: It's more almost
4 medical, nursing, versus like a house cleaning.

5 THE WITNESS: Okay. Like him
6 administering or giving him -- well, he organizes my
7 medicine.

8 BY MR. JENNINGS:

9 Q Yes, that would be something that would be considered
10 attendant care more so than replacement services.

11 So, the most recent log I have for
12 attendant care is May of 2015. So for June through
13 the present, have you still been receiving attendant
14 care services?

15 A Attendant care, yes.

16 MR. DOVITZ: And you'll get them to
17 me --

18 THE WITNESS: Yes.

19 MR. DOVITZ: -- after the end of this
20 deposition? Do you have them now?

21 THE WITNESS: As a matter of fact I
22 think Andrew has them. He has them with him.

23 BY MR. JENNINGS:

24 Q About how many hours a day have you been receiving
25 attendant care since May of 2015?

1 A About -- you say after May?

2 MR. DOVITZ: Right, from June '15
3 through now.

4 A About, it was 18 hours. And I think he had to go
5 back to work. No, he stopped work. He got laid off
6 because he was giving me -- he was there 18 hours --
7 24 hours from June, June to about August, September.
8 About -- what --

9 MR. DOVITZ: I think in all of the
10 documents we supplied in the interrogatory answers
11 that were attached to, I think we have the attendant
12 care slips within there.

13 THE WITNESS: Yeah, because it's kind
14 of hard of me to keep track of that stuff.

15 BY MR. JENNINGS:

16 Q So how much attendant care are you getting right now?

17 A About still the same, about 18.

18 Q And who is providing that attendant care?

19 A Like I said it was my brother and Dewana.

20 Q So, somebody is at your house for 18 hours a day?

21 A Someone's there. Like when my brother leaves, she's
22 there.

23 Q So what does Dewana do when she's at your house?

24 A Pretty much she does the same thing. Take care of
25 the dogs, assist me with -- pretty much I don't do

1 anything other than sometimes a light workout around
2 the house.

3 Q So, do you know who is prescribing you the attendant
4 care and replacement services right now?

5 A Who is providing --

6 MR. DOVITZ: Which doctor?

7 BY MR. JENNINGS:

8 Q Prescribing. Yeah, which doctor?

9 A The Pain Center.

10 Q Pain Center is doing it now?

11 A I can't see this.

12 MR. DOVITZ: Do you have any
13 prescription right on you with Dr. Backos or Pain
14 Center for the attendant care? We probably have to
15 those records. I don't believe we've attached those
16 to the interrogatories that were answered a few weeks
17 ago and I didn't think we had been provided them at
18 that time.

19 BY MR. JENNINGS:

20 Q So, you're still receiving 18 hours a day of
21 attendant care?

22 A Yes.

23 Q So, now we don't have -- if there is a current
24 prescription from the Pain Center, we don't have
25 that. I do have a prescription from Dr. Bleiberg

1 dated June 15th of 2015, where he says for attendant
2 care decreased to 4 hours a day for the next three
3 months. Does that ring a bell?

4 A No, it doesn't. Disability slip. Disability slip.

5 MR. DOVITZ: That's four hours or
6 three?

7 MR. JENNINGS: It says decrease to
8 four hours.

9 (Whereupon Deposition Exhibit 2 was
10 marked by the court reporter.)

11 BY MR. JENNINGS:

12 Q So, I've marked as Exhibit 2 a disability slip or
13 prescription -- I don't know what you want to
14 actually call that. Do you see on there where it
15 says on the comment section it says decrease to four
16 hours a day for seven days a week for three months?

17 A Yeah, I see that comment.

18 Q Do you know why he decreased the amount of attendant
19 care that he was recommending that you receive?

20 A Yes, because I think I stopped seeing him around that
21 time. What was that, June?

22 Q Yeah, it was June.

23 A Yeah, I wasn't being treated by him.

24 Q So, who was writing you a prescription or a
25 disability certificate for attendant care then if you

1 weren't seeing Dr. Bleiberg in June?

2 A Ecola and the Pain Center.

3 Q That's who was writing disability certificates?

4 A I had this certificate -- I think my brother has all
5 of that stuff. I'm not sure.

6 MR. DOVITZ: I guess we'll know
7 shortly.

8 A Attendant care 16 hours.

9 (Whereupon Deposition Exhibit No. 3
10 was marked by the court reporter.)

11 BY MR. JENNINGS:

12 Q So, I've marked as Exhibit 3 another prescription
13 from Dr. Bleiberg dated July 27th of 2015 and it says
14 that attendant care should be for six hours a day for
15 seven days a week for three months. So this would
16 take us into the end of October?

17 A Yeah.

18 Q Do you remember seeing that prescription or
19 disability certificate?

20 A This is a disability slip?

21 MR. DOVITZ: It's the same?

22 THE WITNESS: This is the same one.

23 MR. DOVITZ: Same sort of thing.

24 BY MR. JENNINGS:

25 Q It's a month and a half later. So I guess if you

1 stopped seeing Dr. --

2 A I don't remember seeing these.

3 Q So, I guess if the doctor you were seeing was saying
4 in June of 2015 that you only needed four hours of
5 attendant care a day or that a month and a half later
6 he was saying you only needed six hours a day, why
7 were you still getting 18 hours a day of attendant
8 care?

9 A Because that's what I needed. I needed someone
10 around.

11 Q That's what you felt you needed, but there wasn't --

12 A That's what I needed.

13 Q So, you're saying that Dr. Bleiberg's prescription is
14 incorrect? He doesn't know how much you need?

15 A He didn't because due to the fact -- because they
16 were charging me from missing appointments. And I'm
17 like I don't make the appointment or you guys don't
18 inform me of the appointment. How can I have missed
19 it?

20 Q So, how would that impact the type of treatment that
21 he was giving in terms of what he would recommend for
22 attendant care?

23 A Because I wasn't able to get to his office so he
24 could evaluate me. But they were still logging
25 things in my file.

1 Q So, when was the last time that you think that you
2 saw Dr. Bleiberg?

3 A I don't really know.

4 Q Do you remember the last time you saw him or?

5 A I don't.

6 Q I have a set of records here and there's a progress
7 note dated 7-27 of 2015 where you showed up and he
8 did an examination and then he wrote that
9 prescription for attendant care for six hours a day.

10 A Then that may be -- that may be, I just --

11 MR. DOVITZ: What? May be the last
12 time?

13 A Yeah, I don't remember.

14 BY MR. JENNINGS:

15 Q Because I have a progress note, but dated August 11th
16 of 2015 that says you were a no-show for the
17 appointment.

18 A Okay.

19 Q And you said about two months ago is when you started
20 going to the Pain Center; correct?

21 A Well, actually I was going to, what is that doctor's
22 name? Ecola.

23 Q And where was that doctor? Was that doctor
24 affiliated with a particular location?

25 A His office that was convenient for me to get to was

1 on Kelly.

2 Q Kelly Family Medical Center?

3 A Yes.

4 Q Did Dr. Ecola ever give you a disability certificate
5 or prescription for attendant care?

6 A Yes.

7 Q Do you know what that prescription was for?

8 A My disability script. He gave me a disability script
9 and physical therapy, I think attendant care until I
10 got to Pain Center.

11 Q Do you know how many hours a day or for how many days
12 a week that Dr. Ecola was prescribing attendant care?

13 A Not precisely I don't.

14 Q So, I have a disability certificate from it looks
15 like Dr. Ecola here. I'm going to mark it as Exhibit
16 4.

17 (Whereupon Deposition Exhibit No. 4
18 was marked by the court reporter.)

19 BY MR. JENNINGS:

20 Q Does that look like the disability certificate you
21 remember her giving to you? I don't know if it's a
22 her, I guess --

23 MR. DOVITZ: Is Dr. Ecola a male or
24 female?

25 THE WITNESS: A male.

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1 BY MR. JENNINGS:

2 Q So, do you remember him giving that to you?

3 A Yes.

4 Q And at the time of him signing this disability
5 certificate, is there an indication in there how many
6 hours of attendant care you should receive a day or
7 how many days a week you should receive it?

8 A I had the script, but I don't -- I don't have it on
9 me now.

10 Q Well, I'm saying this is it right here and you see
11 that the attendant care box is checked. I'll agree
12 with that.

13 A Right.

14 Q But does it specify in there how many hours a day you
15 should receive it?

16 A I think -- he had put it back at like 18, 18 hours.
17 That's why I was like going.

18 Q So, you think that Dr. Ecola has a disability
19 certificate somewhere that says that you should be
20 getting attendant care for 18 hours a day, seven days
21 a week?

22 A Yes.

23 Q Did it seem strange to you that --

24 A His part --

25 MR. DOVITZ: Let him finish. Let him

1 finish.

2 BY MR. JENNINGS:

3 Q Did it seem strange to you that you had seen Dr.
4 Bleiberg on July 27th of 2015 and he said you only
5 needed six hours a day, yet another doctor was saying
6 you needed 18 hours a day of attendant care?

7 A Did it seem strange?

8 MR. DOVITZ: I'll object as asked and
9 answered. I think he mentioned a couple of minutes
10 ago about missing appointments.

11 MR. JENNINGS: Right. But the missed
12 appointment was in August of 2015.

13 MR. DOVITZ: Right.

14 BY MR. JENNINGS:

15 Q So, when you went to see Dr. Bleiberg on July 27th of
16 2015 and he wrote you this prescription for attendant
17 care which said six hours a day?

18 A May I see that?

19 Q Yes.

20 A Yes, I don't remember this script. I think I stated
21 that.

22 MR. DOVITZ: Which? You don't
23 remember the Bleiberg's script?

24 THE WITNESS: No.

25

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1 BY MR. JENNINGS:

2 Q So, what were you basing, if you don't remember that
3 prescription what were you basing --

4 A Because I was seeing this doctor.

5 MR. DOVITZ: Let him finish.

6 BY MR. JENNINGS:

7 Q Were you basing how much attendant care you were
8 receiving on what Dr. Ecola said?

9 A Yes, because that's the one I was seeing.

10 Q Right. So, in your right hand there's a disability
11 certificate from Dr. Ecola dated July 12th of 2015?

12 A Right.

13 Q And there is -- next to the attendant care, I guess
14 disability check, the box is checked.

15 A Right.

16 Q But there is no indication about how much attendant
17 care you should be receiving every day or for how
18 many hours; is that correct?

19 A Right.

20 Q So, how were you making a determination on to how
21 much attendant care you should receive?

22 A By the last -- the last script I received.

23 Q Which was what?

24 A From Ecola and I know it's not on here but --

25 MR. DOVITZ: I provided everything

1 that I had in my file.

2 BY MR. JENNINGS:

3 Q So, we don't have the prescription or disability slip
4 that was prescribing attendant care from Dr. Ecola?

5 A With the numbers, with the hours on it, no.

6 Q So, let's go --

7 A I have it, but I don't have it with me.

8 Q All right. Do your best to try and find it and give
9 it to Mr. Dovitz so we can have access to that and
10 get a better understanding of what's going on.

11 A This was sent to you guys from Bleiberg; right?

12 Q That was from Dr. Ecola, the one that you're pointing
13 to.

14 A Well, yes.

15 Q Yes. That was sent to us by your attorney, but I do
16 have that in this set of records as well.

17 A Okay. Because at this time, I know I wasn't going
18 this far. I was not going this far around this time.

19 Q Okay.

20 A That's -- this --

21 MR. DOVITZ: You want to point and
22 clarify what you're talking about because when we
23 read this it's going to be confusing.

24 BY MR. JENNINGS:

25 Q So, you're saying in July of 2015 you don't think you

1 were going to see Dr. Bleiberg anymore?

2 A I know I wasn't.

3 Q Okay.

4 A This was wrote on the 17th.

5 MR. DOVITZ: Or 12th. It's hard to
6 read, 17 or 12.

7 A Right. I wasn't going out there on this date.

8 MR. DOVITZ: Okay. Well, it's your
9 testimony.

10 BY MR. JENNINGS:

11 Q So, I'm going to mark these four pages as Exhibit 5.

12 (Whereupon Deposition Exhibit No.
13 was marked by the court reporter.)

14 A And actually by the reports from the last MRI, that's
15 Ecola was basing his evaluation on and how he was
16 treating me from coming into his office.

17 BY MR. JENNINGS:

18 Q So, do you want to take a look at those medical
19 records right there? It's a progress note dated July
20 27th of 2015 from Dr. Bleiberg's office which was the
21 last time that you went to see him. Do you remember
22 going to see Dr. Bleiberg on July 27th, 2015 now?

23 A No.

24 Q So, are you telling me that Dr. Bleiberg wrote that
25 progress report without seeing you on that date and

1 wrote you a new disability certificate on July 27th?

2 A I just don't remember going or I don't remember
3 seeing him or receiving --

4 Q So, do you have any reason to believe that if that's
5 what the record says that you were there on July
6 27th, 2015 that that was incorrect and you didn't
7 actually go that day?

8 MR. DOVITZ: I'm not sure that my
9 client or perhaps almost any person would be
10 necessarily able to remember a specific date that
11 they've seen a doctor.

12 MR. JENNINGS: Well, that's -- I'm
13 just --

14 MR. DOVITZ: I know. I understand a
15 lot of his testimony.

16 MR. JENNINGS: He previously stated
17 that he doesn't think he was going to see Dr.
18 Bleiberg at the time of this disability certificate.

19 A I don't remember. I don't remember -- I don't
20 remember that script for this month.

21 BY MR. JENNINGS:

22 Q If his medical records say that he saw you on July
23 27th of 2015, do you have any reason to believe that
24 he would be lying or not telling the truth?

25 A No.

1 Q Okay. Have you ever seen a chiropractor for any of
2 the injuries you sustained in this accident?

3 A Yes.

4 Q And who was your chiropractor that you have gone to
5 see?

6 A I only seen one chiropractor.

7 Q You don't remember the name?

8 A No, 'cause I stopped seeing him too because I think I
9 thought it was too soon for readjustments when I was
10 trying, you know, to see what was going on with back,
11 leg.

12 Q Was there a time when your brother wasn't providing
13 you attendant care and you were in a residential
14 living setting?

15 A He was providing them too, for February and March.

16 Q So, are you familiar with Integrated Residential
17 Services?

18 A That's -- I stayed before going back to moving in or
19 going -- moving in with Anika, coming back to the
20 city.

21 Q How did you end up going there? Or what doctor sent
22 you there or said that you needed to go there?

23 A: My -- what is that, case management referred him to
24 them.

25 Q. Your case manager referred you there?

1 A Yes.

2 Q So, did a doctor ever write you a prescription to
3 send you there?

4 A Not that I know of. Why would I need a doctor?

5 Q So, I'm trying to find a record.

6 A I know they talked about, yeah, I did need somebody
7 to like watch over me. What is that, observe?

8 Q Supervision?

9 A Supervision just because of the seizures.

10 Q So, they were saying that you needed supervision
11 because of the seizures?

12 A Yes, I was complaining about problems with my head
13 and they recommended that I should have more
14 supervision.

15 Q Who recommended that you have more supervision?

16 A My case manager.

17 Q So, I have invoices. I don't have any records. I
18 don't know if there are any. I would assume not from
19 Integrated Residential Services, and it shows that
20 you were in their care from February 16th of 2015,
21 through March 31st, 2015; does that sound correct?

22 A Yes.

23 Q And are you aware of any doctor who prescribed that
24 to you?

25 A I can't say off the top of my head, no.

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1 Q So, do you believe you were seeing Dr. Bleiberg in
2 March of 2015?

3 A Yes.

4 Q Do you have any reason at that time to not follow his
5 recommendation for treatment?

6 A No.

7 (Whereupon Deposition Exhibit No. 6
8 was marked by the court reporter.)

9 BY MR. JENNINGS:

10 Q So, I've marked this as Exhibit 6. It is a
11 prescription for residential living signed by Dr.
12 Bleiberg on March 9th of 2015 for three months of
13 residential living.

14 MR. DOVITZ: And I should note too, I
15 don't know if you're going to get to it or not, I'm
16 looking at from 2-6-15, it says attendant care 24
17 hours per day, seven days per week for three months
18 to include safety and supervision. So, it's sort of
19 an overlap of the time frames of those too. They're
20 one month apart basically.

21 BY MR. JENNINGS:

22 Q Do you know why he wrote this prescription for
23 residential services?

24 A Because I think he was, they were dealing with each
25 other, the Integrated and his office they were

1 affiliates.

2 Q I guess, how did you get under the care of Integrated
3 Residential Solutions without a prescription for
4 residential living?

5 A Through my case manager.

6 Q Would you agree with me that you didn't have a
7 prescription for residential living until March 9th,
8 of 2015?

9 A I don't understand.

10 Q Well, looking at that prescription right there it
11 says residential living for three months?

12 A Right.

13 Q And that is written on March 9th of 2015?

14 A So, before this, did I have a prescription?

15 Q Yes, that's my question.

16 A No.

17 Q All right.

18 A And I was there from February to --

19 Q The end of March?

20 A Yeah, with no prescription until the end of March.

21 Q Yes.

22 A Yeah, that don't make no sense.

23 Q Has anybody ever recommended you to go get
24 neuropsychological evaluation for traumatic brain
25 injury or --

1 A Yes, that's what I have a coming appointment for now.

2 Q Who recommended you do that?

3 A The Pain Center.

4 Q You say you have an appointment coming up, but you
5 don't know where it is or who it is with?

6 A That information is at, I think it's at my physical
7 therapy office.

8 Q You don't have that information right now?

9 A I don't have it. I do have the names of the doctors
10 but I just don't have it. I don't know why I don't
11 have it.

12 Q Is Dr. Firsten the chiropractor that you saw?

13 A Thurston.

14 Q Firsten, F-i-r-s-t-e-n.

15 A Where is he located?

16 Q I don't know. It says in one of Dr. Bleiberg's
17 records it says, "He did have his first consultation
18 with Dr. Firsten for a chiropractor today."

19 A Okay. Okay.

20 Q Did you not continue to see Dr. Firsten?

21 A I didn't hear you.

22 Q Did you continue to see Dr. Firsten or you didn't
23 continue to see a chiropractor at all?

24 A No, I didn't.

25 MR. DOVITZ: Just to be clear, I

1 think Firsten is within basically Bleiberg's
2 practice. I think from the letterhead; right?

3 THE WITNESS: Yeah.

4 BY MR. JENNINGS:

5 Q Did Dr. Bleiberg ever tell you why he prescribed
6 residential living?

7 A Other than the fact that I did need more supervision.

8 Q Was there a change in your symptoms or your behavior
9 that made it necessary for you to need more
10 supervision?

11 A My moods, yes. My memory, yes. I guess then I was
12 really going through a lot of mental stuff.

13 Q All right. So, I want to take some time to discuss
14 the disability certificates that were written by Dr.
15 Mahki.

16 A I don't know if it was due to the medicine.

17 MR. DOVITZ: Wait for the question.

18 (Whereupon Deposition Exhibit No. 7
19 was marked by the court reporter.)

20 BY MR. JENNINGS:

21 Q Actually, I'm going to start with Dr. Aga -- I don't
22 know how to pronounce it.

23 A That's the first doctor.

24 Q So that's a disability certificate that was signed on
25 September 16th of 2014?

1 A Yes.

2 Q September 16th of 2014 and it prescribed or disabled
3 you from replacement services and attendant care and
4 it said that you should receive attendant care for
5 three hours a day for seven days a week. Would you
6 agree with me?

7 A That's what this says.

8 Q Yes. And comparing that to your attendant care log
9 that was submitted, you also received attendant care
10 for three hours a day, seven days a week during the
11 month of September 16th through October 16th of 2014?

12 A I think this one changed. That's what this says,
13 yes.

14 Q All right. Then did that particular doctor ever
15 write you another disability certificate?

16 A No, I went to see -- what doctor was I seeing?

17 Q Did you go see Dr. Mahki next?

18 A Yes.

19 Q So then Dr. Mahki was prescribing disability
20 certificates after October 16, 2014 until the time
21 that you decided to see Dr. Bleiberg?

22 A Right.

23 MR. JENNINGS: So, I'm going to mark
24 these, I think that's all of them, three disability
25 certificates as Exhibit 8 from Dr. Mahki.

1 (Whereupon Deposition Exhibit No. 8
2 was marked by the court reporter.)

3 BY MR. JENNINGS:

4 Q You said you have been receiving attendant care from
5 the date of the accident through present; correct?

6 A Yes.

7 Q I'd like you to take a look at these disability
8 certificates and tell me whether or not attendant
9 care was prescribed by Dr. Mahki.

10 A Tell you what?

11 Q Whether Dr. Mahki prescribed attendant care.

12 A No, he say replacement services.

13 Q So, if no doctor was prescribing you attendant care,
14 why were you receiving it?

15 MR. DOVITZ: To note for the record,
16 that I believe the law is in Michigan doesn't
17 necessarily require a prescription. I can't recall
18 the case, but obviously it's clear if it is, but --

19 A Yeah, I needed it. I was on crutches when I was
20 seeing, when he prescribed me these.

21 BY MR. JENNINGS:

22 Q Okay. So --

23 A I could barely walk.

24 Q So from October 16th of 2014 through January 30th of
25 2015, Dr. Mahki was the one who was writing you

1 disability certificates. Would you agree with me?

2 A From which dates?

3 Q October 16th of 2014 through January 30th of 2015.

4 A No.

5 Q Why are you disagreeing?

6 A You said Dr. Mahki was -- I don't remember seeing Dr.
7 Mahki in 2015. And I apologize.

8 Q Can I see those three for a second?

9 A There's four.

10 Q Okay. So, this one right here, the date of service
11 is January 2nd of 2015 and it prescribed to you or
12 disabled you from certain activities through January
13 30th of 2015. Would you agree with me or no?

14 A Yes. That's what this says. I just don't remember.

15 Q So, from October 16th of 2014 though January 30th of
16 2015, would you agree with me that Dr. Mahki was not
17 prescribing you any attendant care?

18 MR. DOVITZ: Objection, asked and
19 answered, but go ahead.

20 BY MR. JENNINGS:

21 Q Is that a yes?

22 THE WITNESS: What is your objection?

23 MR. DOVITZ: I just -- he's already
24 asked it, I think, but you can go ahead and answer
25 although I'm not clear if you mean in the slips or

1 perhaps he said something verbally. I don't know.
2 You can answer.

3 A You said from January 2000 --

4 MR. DOVITZ: October of '14 to
5 January of '15 he's asking if -- I think -- if the
6 slips from Mahki included anything about attendant
7 care.

8 A No.

9 BY MR. JENNINGS:

10 Q Okay.

11 A They should.

12 Q All right. So, looking at your attendant care slips
13 for October, November, December of 2014 as well as
14 January of 2015, you were still receiving three hours
15 a day of attendant care seven days a week. Does that
16 sound about right?

17 A In January?

18 Q Here. Those are the logs for October, November,
19 December and then January of 2015.

20 A Yes. Yeah, this said three hours.

21 Q Three hours a day. I mean that's what the log says,
22 three hours a day for seven days a week?

23 A Yeah.

24 Q Then what I'm going to mark as Exhibit 9 is the
25 attendant care statement for February of 2015.

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1 (Whereupon Deposition Exhibit No. 9
2 was marked by the court reporter.)

3 BY MR. JENNINGS:

4 Q So, for the first, I don't know what it is, week?

5 A Of February?

6 Q The first week.

7 A Two weeks.

8 Q So through, no. February 1st through February 5th,
9 you were getting three hours a day of attendant care
10 according to that log. Would you agree with that
11 statement?

12 A Yeah.

13 Q And then how many hours a day of attendant care were
14 you receiving on February 6th of 2015?

15 A February 6th? You're saying how many hours?

16 Q Yes. Does it say on that? I think it's circled in
17 the corner.

18 A Twenty-four.

19 MR. DOVITZ: Let the record reflect
20 that although I know you haven't marked it yet, I did
21 reference that slip from Bleiberg for that amount
22 starting that day.

23 MR. JENNINGS: Yeah, I got it right
24 here. We can mark it.

25

1 BY MR. JENNINGS:

2 Q Do you know why there was a sudden jump from three
3 hours a day to 24 hours a day?

4 A I thought it was due to the insurance company not --
5 I didn't know what it was, but --

6 Q All right. So, let's talk about this for a second.
7 So, on comparing the services that were provided to
8 you on Thursday the 5th and Friday the 6th of
9 February, can you walk me through what the services
10 that were provided and how they were different?

11 So, your brother was there for three
12 hours a day on the 5th and then the next day he was
13 there for 24 hours a day. So, what did he do when he
14 was there for three hours a day for you?

15 A Pretty much the -- got me up in the morning. You
16 know, see, I was still in crutches, so he got me up
17 pretty much hygiene, dressed, fed. That's what I'm
18 saying, it took more than three hours a day.

19 Q It took more than three hours a day?

20 A Yeah, but he only kept a log three hours because
21 that's what the script said.

22 Q What script?

23 A The script that you guys had for three hours a day
24 for attendant care.

25 Q But that prescription was only good through October

1 16th of 2015.

2 A So, it wasn't good in February?

3 Q Say that again.

4 A It was no good in February for three hours?

5 Q There was no prescription written for attendant care
6 at least in the records that I have from October 16th
7 of 2014 all of the way up until the time that Dr.
8 Bleiberg wrote the prescription on February 6th of
9 2015 for 24 hours a day.

10 So, what was your brother doing for
11 three hours a day on February 5th? What kind of care
12 was he providing you?

13 A The same thing. That's what I'm saying, I don't see
14 how -- because he was doing more than just three
15 hours a day. There was no -- it takes more than, you
16 know.

17 Q Well, walk me through a day. What does he do for
18 you?

19 A Three hours is just getting me up in the morning.

20 Q It takes three hours to get you out of bed?

21 A It's three hours when I get out of bed, get dressed,
22 hygiene, eat breakfast. That's probably about, it
23 takes about like a couple of hours there. That's
24 about two hours there. So, the rest of the day like
25 cleaning, administering medicine.

1 Q How many times a day do you take medication?

2 A Twice. Actually four.

3 Q So, how long does it take him to administer
4 medication each time?

5 A Each time, probably about five minutes.

6 Q So, over the course of the day that might be a half
7 an hour of administering medication?

8 A Right.

9 Q So, it takes him two hours in the morning to get you
10 up?

11 A Shower.

12 Q Then it takes him a half an hour throughout the day
13 to administer you medicine?

14 A Yeah.

15 Q So, that still doesn't get us up to three hours a day
16 in terms of him providing the care. So, what else
17 does he do throughout the course of the day in terms
18 of giving you care?

19 A As far as feeding?

20 Q He has to physically feed you? You can't put food in
21 your mouth?

22 A At that time he had to cook my food a certain way. I
23 was liquid diets. I couldn't -- due to the fact that
24 I had my gum line sewn back up, it was hard for me to
25 eat certain things so --

1 Q When did you have your gum line sewn up?

2 A In -- when was that? When the accident happened?

3 So, I was still -- I didn't have any teeth.

4 Q So, at what point were you able to start eating
5 regular food and feed yourself?

6 A I want to say in April.

7 Q April of 2015?

8 A Yep.

9 Q So, I'm going to mark as Exhibit 10 --

10 A And yes, we were doing in-house therapy.

11 (Whereupon Deposition Exhibit No. 10
12 was marked by the court reporter.)

13 BY MR. JENNINGS:

14 Q I've marked as Exhibit 10 a progress note from Dr.
15 Bleiberg that's dated February 6th of 2015 and I'm
16 going to have you look at the second page and I've
17 highlighted several things for you in there. Can you
18 read those for me, please? Can you read them out
19 loud, please?

20 A I can barely see.

21 MR. DOVITZ: Did you want me too or?

22 THE WITNESS: Yeah, can you?

23 MR. DOVITZ: That's up to him.

24 BY MR. JENNINGS:

25 Q I can read it out loud.

1 A Can you read it to me?

2 Q Okay. So, this is a progress note dated February 6th
3 of 2015.

4 MR. DOVITZ: You can't -- just for
5 the record, you were not able to read that?

6 THE WITNESS: I was not able to see
7 it clearly due to the fine print.

8 BY MR. JENNINGS:

9 Q And in the function part of this evaluation it states
10 that you were able to lift 10 to 25 pounds. You were
11 able to push and pull up to 10 to 25 pounds. It says
12 that you're able to bathe independently. You're able
13 to dress yourself and you're also able to feed
14 yourself. Do you have any reason to disagree with
15 those statements?

16 A I was able to shower, but I needed assistance with --
17 yes, I do disagree with some of those statements.

18 Q Okay. Explain to me why you disagree.

19 A That was in February; right?

20 Q Yes.

21 A February I still had a cast on my leg. It was hard
22 for me to get in and out of certain showers.

23 Q So, why would you tell your doctor that you could
24 bathe yourself if you couldn't bathe yourself?

25 A Is that a written report from me?

1 Q Well, it's the notes that Dr. Bleiberg wrote after
2 having an examination with you.

3 A Okay. He said I can do all of these things myself?

4 Q Well, it's part of the function. The section of the
5 record that talks about the function or the
6 limitations that you have. For instance, it says
7 that you're unable to drive or you're unable to do
8 laundry.

9 A Right.

10 Q But it does say that you're able to bathe
11 independently and you're able to feed yourself and to
12 dress yourself. Do you have any reason to disagree
13 with those statements that he wrote in his record?

14 MR. DOVITZ: I'll object to the
15 extent that it fails to include mention of the slip
16 -- wait -- also that date February 6th, '15 where he
17 prescribed attendant care 24 hours per day, seven
18 days per week for three months to include safety and
19 supervision, but noting also that. Go ahead.

20 BY MR. JENNINGS:

21 Q I guess I just don't understand why you weren't being
22 honest with your doctor about the things that you
23 were able to do or you were not able to do?

24 A I mean like sometimes, well, I know at that time in
25 February when I was taking my medicine it gave me

1 energy to do certain things. A lot of things I tried
2 to do and probably ended up injuring myself even more
3 or prolonging my healing because I tried to do things
4 on my own without the proper assistance.

5 Q Okay. So, looking at the 24 hours of attendant care
6 that Dr. Bleiberg prescribed to start on February 6th
7 of 2015, tell me what your brother did for 24 hours a
8 day in terms of providing you service. Did your
9 brother never sleep?

10 A Yes, he did sleep.

11 Q How long did he sleep in the day?

12 A Not long because I toss and turn nights due to
13 dealing with discomfort.

14 Q So, what type of care did he provide you when you
15 were tossing and turning?

16 A He made sure I was all right because he was kind of
17 worried that I would have a seizure.

18 Q So, was he there supervising you because of the
19 seizures?

20 A No, because of pretty much, oh, I've been receiving
21 medical as you see without any, you know what I'm
22 saying, no one was treating me for the injury,
23 whatever I sustained to my head.

24 Q Okay. So, now let's be clear. Was he concerned that
25 you were going to hurt yourself because of the

1 seizures or was he concerned about something else?

2 A He was concerned that I probably could have more
3 injuries to my head than what, you know, services
4 have been, you know what I'm saying, acknowledging.

5 Q So, when he was not sleeping for 24 hours period
6 seven days a week, what was he doing for you to
7 insure that you weren't getting hurt or what services
8 was he providing to you?

9 A He observed me. He spent time with me. Like some of
10 the logs say some in-house therapy which would be
11 memory. You know, we would talk about certain things
12 and play games to try to keep my memory intact.

13 Q But that log in front of you is what you have
14 represented to me is that, from February 6th of 2015
15 until the time that you went into Integrated
16 Residential Solutions on February 16, 2015, your
17 brother didn't sleep at all during the period of time
18 when he was providing you attendant care for 24 hours
19 a day?

20 A Well, sometimes it went from him or us, like certain
21 appointments and --

22 Q So, are you saying that the 24 hours that you
23 represented on that sheet wasn't accurate?

24 MR. DOVITZ: Just for the record,
25 before you answer I'll object. I think the law is as

1 to monitoring there is some cases on this that say
2 that you're potentially there if a problem arises.
3 So, even though obviously none of us can go a week or
4 whatever without sleeping, that the point of the law
5 I think is that he's on the premises in case the
6 person being cared for has a problem.

7 BY MR. JENNINGS:

8 Q So, when you tossed and turned, what problems were
9 you having that your brother needed to provide care
10 for you to?

11 A Making sure that I was all right, I guess. Giving me
12 my medicine if I needed it, if I was in that much
13 pain. Throughout the night he would ask me, well,
14 are you in that much pain where you need to take your
15 medicine or he observed something that I was going
16 through to administer my medicine to me, because
17 sometimes --

18 Q Why weren't you able to administer your medicine
19 yourself?

20 A Sometimes I would, you know what I'm saying mood
21 swings. I didn't know, you know what I'm saying? He
22 made sure that I had what I needed when I needed it,
23 you know, for as far as how it was prescribed.

24 Q Okay, but that didn't answer my question. Why
25 weren't you able to administer your medication

1 yourself?

2 A Well, due to the fact I didn't have my glasses on and
3 it's hard for me to see. It's hard for me to move
4 and it's hard for me to do those type of things.
5 Yeah, he was there to assist me.

6 Q So, if we had, and I don't know what your house is
7 like, but if he put your medication on your night
8 side table, would you have been able to take your own
9 medication?

10 A Well, due to the fact I have seizures, I wouldn't
11 have a night side table because I'm subject to fall
12 out of bed and hit my head, whatever I could hit my
13 head on while I'm sleeping.

14 Q So, was your brother there 24 hours providing care
15 because of your seizure disorder?

16 A No. Due to the fact that we didn't know, you know,
17 it was kind of a --

18 Q So, let me ask you this question. So, in February of
19 2015, are you and your brother under the impression
20 that you have some sort or serious brain injury that
21 could cause further problems?

22 A Head trauma, yes.

23 Q So, why didn't you go to the hospital?

24 A I mean I went to the hospital twice. Only thing they
25 did was cat scans and nothing came up. I know how I

1 feel. I didn't feel right. I could be laying in bed
2 all day. I could lay in bed all day, but it was
3 something not showing up on the test and I'm still
4 feeling that way. What else can I do?

5 (Whereupon a recess was held off the
6 record.)

7 BY MR. JENNINGS:

8 Q So, other than providing supervision for 24 hours,
9 was there anything other than administering
10 medication that your brother was doing for you in
11 terms of attendant care?

12 A Yes.

13 Q Did you want to see the form again?

14 A No. Let me see the form. This was pretty much the
15 same thing day in and day out.

16 Q This is the one from February. So, what other things
17 besides supervision and medication administration was
18 your brother doing for you during the 24 hours that
19 he was there?

20 A Hygiene.

21 Q So, be specific about the hygiene. So, what types of
22 things did you need help with?

23 A Grooming; due to the fact, you know, I couldn't tend
24 to my leg and due to the back pain.

25 Q Did you still have your cast on at this time?

1 A I can't remember. February, I think so.

2 Q Would having the cast on contribute to your need for
3 certain services?

4 A Yes, my movements and how I got around. Then
5 building the strength up in my leg to moving around.

6 Q So, if there's a note in the record from your primary
7 care physician that says December 19th, 2014, that
8 the right ankle hard cast was removed last week --

9 A Okay.

10 Q -- would you have any reason to disagree with that
11 time line?

12 A No.

13 Q Is there any reason why your primary care physician
14 wasn't writing you disability slips for your
15 injuries?

16 MR. DOVITZ: What name?

17 BY MR. JENNINGS:

18 Q Dr. Shebana Rasheed?

19 A Because, I guess by some kind of law I had to see a
20 pain specialist. I think it was Bleiberg.

21 Q So, just from your understanding you had to see a
22 pain specialist to have those disability slips
23 written?

24 A Yes.

25 Q So, in Dr. Rasheed's notes there's an encounter on

1 July 14th, 2014 where you showed up and you had a
2 seizure after playing basketball and you had bitten
3 your tongue. Does that ring a bell?

4 A That could have been.

5 Q And in the same encounter it said that you also
6 complained of left knee pain on both sides of the
7 left knee cap for three to four months after injury
8 from basketball. It was worse with walking. It was
9 10 out of 10 on a pain level of sharp pain and it was
10 partially relieved with Motrin. Do you remember
11 injuring your knee?

12 A I don't remember, but --

13 MR. DOVITZ: That was the left knee
14 you said?

15 A In 2014?

16 BY MR. JENNINGS:

17 Q Yes, this is about two months before the motor
18 vehicle accident?

19 A It's possible.

20 Q And in the same note it also stated there was a
21 lesion on your head, on your scalp. Do you remember
22 what that was from? Did you fall and hit your head
23 on something prior to the accident?

24 A It's still there.

25 Q Oh, that's what it's talking about. Is that

1 something that was an injury or what's that from?

2 A I have no knowledge of it. It's something that I had
3 on my skull since I was a baby.

4 Q Okay. Other than the attendant care and replacement
5 services that we talked about, and then we haven't
6 talked about outstanding medical, but, I assume that
7 there are medical bills that haven't been paid.
8 Would you agree with that?

9 A Yes.

10 Q Are you doing your best to submit those either to
11 your attorney or to Farm Bureau --

12 A Yes.

13 Q -- as soon as you get them or you come across them?

14 A Yes.

15 Q Will you continue to do that?

16 A Yes.

17 Q What about any claim for medical mileage? Are you
18 making a claim for medical mileage?

19 A No.

20 Q Are there any out-of-pocket expenses that you have
21 incurred that you've submitted to Farm Bureau?

22 A Yes.

23 Q Do you know what those are?

24 A Not offhand, no.

25 Q Do you have, I guess receipts or a bank statement or

1 a credit card statement that you could verify that
2 you incurred those costs?

3 A Did I submit receipts? It was probably two.

4 Q I think in here, I thought you put it in here. Here
5 we go. So, you said that there was \$160.79 of
6 out-of-pocket expenses and then there was \$1,979.86
7 through Comprehensive Prescription or RX. Does that
8 ring a bell? Would you have a receipt to verify
9 those out-of-pocket expenses?

10 A I thought I did send receipts.

11 Q Are there any other benefits that you're seeking that
12 we haven't discussed today? Any wage loss?

13 A No.

14 MR. JENNINGS: I don't have anything
15 else.

16 E X A M I N A T I O N

17 BY MR. DOVITZ:

18 Q Did you try to get a dentist or an oral surgeon about
19 the teeth?

20 A Like I said that will be covered the beginning of the
21 year.

22 Q Okay.

23 A For my dental.

24 Q Did anybody ever from Farm Bureau ever talk with you
25 about your claim?

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1 A I been having an -- I don't remember what it was
2 called, but it was like a -- someone did talk to me
3 about my claim and my injuries.

4 Q Just like an initial interview?

5 A I think so.

6 Q Has anybody ever told you any reason why your claim
7 is not being paid?

8 A No.

9 Q And after the accident did you go apply to the
10 assigned claims facility?

11 A Yes.

12 Q That was because why? Why did you go there?

13 A To assigned claims?

14 Q Right. Did you have any other insurance?

15 A Other than my --

16 Q I mean for auto.

17 A No.

18 Q And I think you indicated in interrogatories about,
19 just to clarify a bit, number 33, you said at the
20 time of the accident that Ms. Wilson lived at your
21 residence. Can you explain a little bit why you
22 advised of that when we completed the interrogatories
23 or clarify about that? Was she there all of the
24 time? Were you there all of the time?

25 A I wasn't there all the time. That was my mailing

1 address due to the fact I did stay.

2 Q You were using Ms. Wilson's house --

3 A Yes.

4 Q -- just as a mailing address?

5 A Yes. So that's why that address popped up on a lot
6 of my information.

7 Q Did you ever use it like an official residence?

8 A Not until this year.

9 Q Was that information about where you were living when
10 you went to assigned claims, were you given any
11 problems or did they say, okay, we're going to assign
12 your claim to in this instance Farm Bureau?

13 A Yes.

14 Q Were you having any type of memory type problems
15 before the accident?

16 A Not how -- no. No.

17 Q Ms. Wilson testified that you've been getting into
18 disagreements with her, maybe even other people
19 because you're not remembering things. Is that a
20 fair characterization of what's been going on with
21 you?

22 A Yes.

23 Q Did you ever have anything like that before the
24 accident?

25 A No.

1 Q Just to clarify about the accident. You were walking
2 when you first were struck; correct?

3 A Yes.

4 Q And is it your testimony that when you were, what
5 part of your body was hit at that point?

6 A While I was walking?

7 Q Right.

8 A At first I got struck on the right side of my body
9 which would be --

10 Q And you were knocked --

11 A I was knocked down from the right side of my body.

12 Q Then were you in a sense struck a second time?

13 A Yes.

14 Q How much after the first, seconds? Minutes?

15 A Seconds.

16 Q And the second time you were struck is when you were
17 on the ground?

18 A Yes.

19 Q That's when you say you kind of remember the tire of
20 the mini van; correct?

21 A Uh-huh.

22 Q Just to review the police report with you, first of
23 all, this is the information that you gave to the
24 Detroit Police when you went in on September 15th,
25 three days after the accident. I'll just read it and

1 you tell me if it's correct as to what you said to
2 them.

3 "Kalvin Candler was walking
4 southbound Manistique and was crossing Jefferson at
5 the crosswalk when the parked Town & Country mini
6 van, white with out-of-state plates, New York or New
7 Jersey, backed, striking Calvin Candler in the face
8 knocking out two teeth and breaking a bone in his
9 face. The van then pulled forward running over his
10 right arm and right ankle with the rear tire.
11 Vehicle never stopped and continued on eastbound
12 Jefferson. Complainant was conveyed to Detroit
13 Receiving Hospital by family."

14 Is that pretty much what happened or
15 is there something more?

16 A Other than the direction. Like I said, I was going
17 towards downtown, and I think we said that was west.

18 Q All right. This says you're southbound on Manistique
19 crossing Jefferson.

20 A Okay, well, yeah. On the opposite side of the street
21 coming across on Jefferson.

22 Q Well, were you on Manistique or on Jefferson when
23 this happened, or like right at the intersection?

24 A It was right in the street on, at that crosswalk.

25 Q Other than maybe about the directions, is everything

1 else basically accurate?

2 A Yes. Yes.

3 MR. DOVITZ: I don't have anything
4 further.

5 MR. JENNINGS: I'm all set. I
6 appreciate your time.

7 THE WITNESS: Thank you.

8 (Deposition concluded at 12:56 p.m.)

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CERTIFICATE OF NOTARY

1
2 STATE OF MICHIGAN)
) ss.
3 COUNTY OF WAYNE)
4

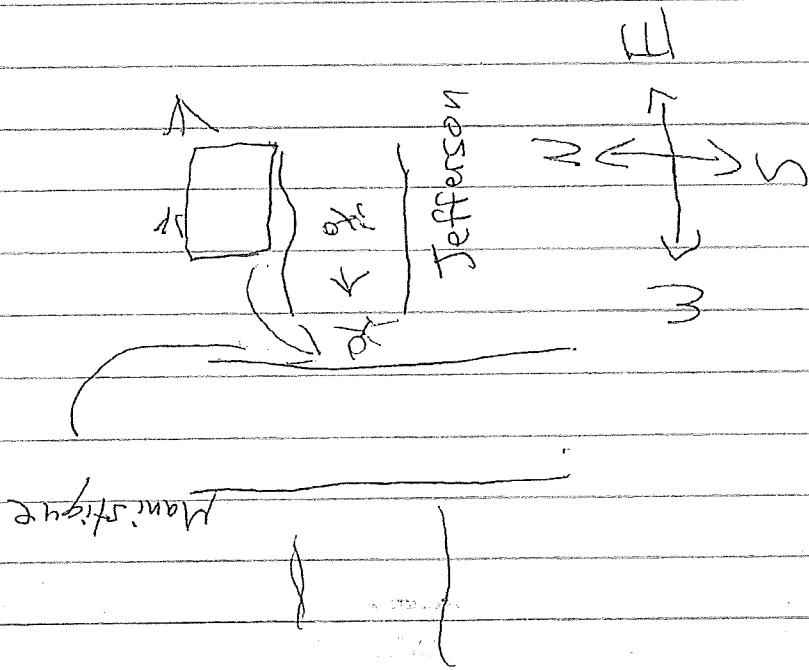
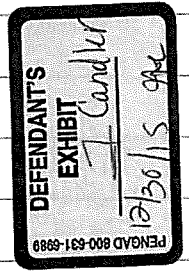
5 I, Julie A Catka, the undersigned, do hereby
6 certify that the witness, whose attached deposition
7 was taken before me in the above-entitled matter,
8 was first duly sworn to testify to the truth, the
9 whole truth, and nothing but the truth; that the
10 foregoing questions were asked and the foregoing
11 answers were made by the witness, which were duly
12 recorded by me stenographically and by me later
13 reduced to typewritten form by computer-assisted
14 transcription; and I certify that this is a true and
15 correct transcript of my stenographic notes so
16 taken.

17 I do further certify that I am not
18 interested, directly or indirectly, in the matter of
19 controversy or the outcome thereof.

20 In witness thereof, I have hereunto set my
21 hand this 8th day of January, 2016.

22 -----
23 Julie A Catka, (CSR-6530)
24 Certified Shorthand Reporter
25 Notary Public, Wayne County, Michigan
My commission expires: October 3, 2018.

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Order Form for

Marvin Bleiberg, MD (NPI:1356307052)
Provider Code:

Michigan Spine & Pain West Bloomfield

6079 West Maple Road, Suite 100B
West Bloomfield, MI, 48322-2283
Tel: 248-851-7246 Fax: 248-851-7223

Physical Medicine and Rehabilitation

Patient: CANDLER, KALVIN
DOB: 02/04/1983 **Sex:** Male **Phone:** 313-772-0445
Address: 1321 BELVEDERE, DETROIT, MI, US 48214

Order Date: 06/15/2015 09:45 AM
Today: 06/15/2015 11:06 AM

Primary Insurance Name: FARM BUREAU
Insurance Address: P.O. BOX 30100 , LANSING , MI , 48909
Subscriber Number: AC5155
Insured Name: CANDLER, KALVIN **Address:** 1321 BELVEDERE, DETROIT, MI, US 48214

PROCEDURES:

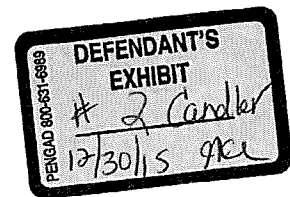
TestName	Fasting	Assessment(s)	Notes	Instructions
Attendant Care	N	847.2, Lumbar Strain, Sprain		

COMMENTS: Decrease to 4 hours per day 7 days per week for 3 months

Electronically Signed By: **Marvin Bleiberg, MD**

Signature of Patient/Guardian

Patient: CANDLER, KALVIN **DOB:** 02/04/1983



Michigan Spine & Pain West Bloomfield

6079 West Maple Road, Suite 100B
West Bloomfield, MI, 48322-2283
Tel: 248-851-7246 Fax: 248-851-7223

JESSICA COONEY C-PNP (NPI:1659621753)
Provider Code:

Nurse Practitioner

Patient: CANDLER, KALVIN
DOB: 02/04/1983 **Sex:** Male **Phone:** 313-772-0445
Address: 1321 BELVEDERE, DETROIT, MI, US 48214

Order Date: 07/27/2015 11:00 AM
Today: 07/27/2015 12:45 PM

Primary Insurance Name: FARM BUREAU
Insurance Address: P.O. BOX 30100 , LANSING , MI , 48909
Subscriber Number: AC5155
Insured Name: CANDLER, KALVIN **Address:** 1321 BELVEDERE, DETROIT, MI, US 48214

PROCEDURES:

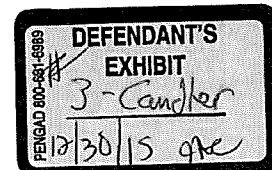
TestName	Fasting	Assessment(s)	Notes	Instructions
Attendant Care	N	847.2, Lumbar Strain, Sprain		

COMMENTS: 6 hrs a day, 7 days a week for 3 months

J. Cooney C. NP
Electronically Signed By: **JESSICA COONEY C-PNP**

Signature of Patient/Guardian

Patient: CANDLER, KALVIN DOB: 02/04/1983



Oct 29 15 12:54p

DISABILITY CERTIFICATE

RE: Kalvin Candler

PATIENT NAME **DATE OF ACCIDENT** **CLAIM NUMBER**

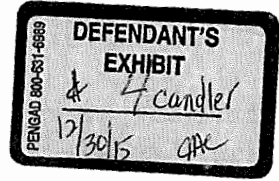
To assist us in determining benefits due under our Insured's No-Fault Insurance, the attending physician must complete this Certified Disability Verification Form, as required by the Michigan Motor Vehicle No-Fault Insurance Law.

I have examined and /or treated the above named patient for injuries sustained in the above accident. As a result of the injuries received in this accident I have disabled and/or restricted the patient from those activities that are marked with an "X" or the paragraphs with the required dates of restriction/and or disability.

- (1) Diagnosis: Shain lower back, knee, Ankle Post MVA
- (2) Work/Employment Disability: The Patient has been placed on work disability from _____ through _____
- (3) Work Restrictions: The Patient is restricted from lifting more than _____ pounds and also cannot; _____
- (4) Housework/Replacement Services: As some housework may involve bending, lifting, twisting, and prolonged standing, ie; vacuuming, making beds, lifting, mopping child care, carrying trash trash or groceries, it is my opinion the patient can not do house work from _____ to _____
- (5) Attendant Care: The patient needs help taking care of his/her own personal needs including, but not limited to, dressing, using the restroom, supervising, driving to and from doctor appointments processing there medication orders, assisting with bathing, lifting, taking care of grooming needs, anything needing patient to bend or twist, or cooking meals, ambulating and all general hygiene needs. It is my opinion that the patient requires these services from _____ through _____ for _____ hours a day for _____ days per week.
- (6) Driving: The patient is unable to drive and requires transportation service from _____ through _____
- (7) Recreational Activities: The patient should not attempt to engage in activities that would aggravate his/her underlying condition by lifting greater than indicated above, excess bending twisting, turning or prolonged standing or sitting ie; running, climbing, biking, wrestling etc.

Today's Date: 7/12/15

Alphonse Eude
 Physician's Name (Print)
[Signature]
 Physician's Signature
213 B Kelley Rd
 Street Address
Eastpointe MI 48021
 City or Town, State Zip Code
22-2001687
 Federal Tax Id Number



DOUGLAS S. DOVITZ, P.C.

DOUGLAS S. DOVITZ, Attorney at Law

ATTORNEYS AT LAW
22201 Harper Avenue
Suite 202
St. Clair Shores, MI 48080

Member State Bar of Michigan, 1980

TELEPHONE: (586) 773-0911

FACSIMILE: (586) 773-4553

November 17, 2015

Christopher Jennings, Esq.
Garan Lucow Miller, P.C.
101 North Main St., Suite 460
Ann Arbor, MI 48104

RE: Calvin Candler -vs- Farm Bureau Mutual Insurance Company of Michigan
Case No. 15-011245-NF
Our File Number: N-5-19

Dear Mr. Jennings,

Please find enclosed the following documents regarding the above referenced matter:

1. Replacement Service itemizations for the period of 9/13/14-2/15/15 and 4/1/15-10/31/15 for services provided to Calvin Candler by Andrew Candler totaling \$7,400.00 (370 days @ \$20.00 per day);
2. Attendant Care itemizations for the period of 9/13/14-2/15/15 and 4/1/15-5/31/15 for services provided to Calvin Candler by Andrew Candler totaling \$24,810.00 (1,654 hours @ \$15.00 per hour);
3. Disability Certificate from Jawad Agha, M.D. for attendant care services (3 hours per day/7 days per week) and replacement services for the period of 9/16/14-10/16/14;
4. Disability Certificate from Ali S. Makki, M.D. for replacement services for the period of 10/16/14-11/16/14;
5. Disability Certificate from Ali S. Makki, M.D. for replacement services for the period of 11/17/14-12/17/14;
6. Disability Certificate from Ali S. Makki, M.D. for replacement services for the period of 12/19/14-1/30/15;
7. Prescription from Marvin Bleiberg, M.D. for replacement services for the period of 2/6/15-5/6/15;
8. Prescription from Marvin Bleiberg, M.D. for attendant care, 24 hours per day/7 days per week, for the period of 2/6/15-5/6/15;
9. Prescription from Marvin Bleiberg, M.D. for replacement services for the period of 4/20/15-7/20/15;
10. Prescription from Marvin Bleiberg, M.D. for attendant care, 16 hours per day/7 days per week, for the period of 4/20/15-7/20/15;
11. Prescription from Marvin Bleiberg, M.D. for replacement services for the period of 5/18/15-8/18/15;

12. Prescription from Marvin Bleiberg, M.D. for attendant care, 16 hours per day/7 days per week, for the period of 5/18/15-8/18/15;
13. Prescription from Marvin Bleiberg, M.D. for replacement services for the period of 6/15/15-9/15/15;
14. Prescription from Marvin Bleiberg, M.D. for attendant care, 4 hours per day/7 days per week, for the period of 6/15/15-9/15/15;
15. Prescription from Marvin Bleiberg, M.D. for attendant care, 6 hours per day/7 days per week, for the period of 7/27/15-10/27/15;
16. Prescription from Alphonse Ekole, M.D. dated 7/12/15 for replacement services and attendant care.

I would ask that you forward this documentation on to your adjuster for payment of the outstanding replacement and attendant care services totaling \$32,210.00 as soon as possible. If you need further proof in support of any of the replacement or attendant care services claimed, **please advise in writing what further substantiation is needed and how they should be substantiated.** Unless I hear otherwise from you, I will assume that these items have been reasonably proven, as contemplated by MCLA 500.3142, MSA 24.13142, and will be paid within thirty (30) days, as contemplated by the Michigan No-Fault Insurance Act.

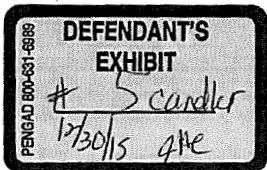
Should you have any questions or concerns in this matter, please do not hesitate to contact my office.

Very truly yours,



DOUGLAS S. DOVITZ

DSD/dr
Enclosures



Michigan Spine & Pain West Bloomfield
6079 West Maple Road
West Bloomfield, MI 48322-2283
Tel: 248-851-7246
Fax: 248-851-7223

Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Ashley Abramson, MD 08/11/2015

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Michigan Spine & Pain West Bloomfield

CANDLER, KALVIN (DOB:02/04/1983)

Provider: JESSICA COONEY C-PNP

32 Y Sex: Male

Phone: 313-772-0445

Address: 1321 BELVEDERE, DETROIT, MI-48214

Progress Note: 07/27/2015

Chief complaints:

- Low Back Pain
- Left Knee Pain
- Right Ankle Pain

The Chief Complaint / Reason For Appointment reflects the main complaints today but not necessarily all the patient's complaints

History of Present Illness:

Patient is here for a follow up, areas of pain noted and medication refills. Patient is going to PT three times a week and it is going okay. He is getting an occasional sharp pain in his lower back and right ankle.

Location of pain: See Chief Complaint(s). Radiation of pain: none. Quality Of Pain Sharp. associated symptoms numbness in right hand, and going down right leg, poor sleep. Improving factors: medication,, heat,. Aggravating Factors activity,, sitting, standing,, walking,, lying down,. Pain Score 8/10 . Work status Patient is not working due to their pain/injury.. Medication Refills: Yes. Timing: constant. Analgesia Helps the pain feel better . Activity Improves activity / ability to function. Adverse Effects No adverse effects. Aberrant Behavior Takes as directed. changes since last visit worse.

Current Medications:

- Taking Keppra 1000 mg tablet 1 tab(s) 2 times a day
- Taking Tens Unit TENS 3000 5141214772 as directed
- Taking Brace Aspen Horizon 637 LSO Location: Low Back Pain Dx: LBP due to MVA L0637
- Taking Lidocream 4% cream (Lidopro) 1 app 3 times a day
- Taking Lunesta 2 mg tablet 1 tab(s) once a day (at bedtime) PRN
- Taking Norco 325 mg-10 mg tablet 1 tab(s) every 6 hours PRN Pain
- Not-Taking/PRN Nucynta ER 100 mg tablet, extended release 1 tab(s) 2 times a day
- Medication List reviewed and reconciled with the patient

Past Medical History:

- Epilepsy/Seizures, managed by PCP
- MRI L Hand 03/11/15; tear digit 3 flexor tendon with sprains of ulnar and radial bands of 3rd MP joint
- MRI L Knee 03/11/15; severe patellar tendinosis; patellofemoral chondromalacia
- MRI R Knee 03/11/15; patellar tendinosis; chondromalacia of patellofemoral joint
- MRI Brain 03/11/15; ethmoid sinus mucosal thickening
- MRI Brain 03/11/15; ethmoid sinus mucosal thickening

MRI L/S 02/18/15; disc dessication L5-S1; loss of IVD height L5-S1; prominent facet joints L3-L4-L5-S1

MRI L Shoulder 02/18/15; supraspinatus tendinosis

Possible Glaucoma

Allergies:

N.K.D.A.

Surgical History:

EMG lumbar and lower limbs shows a bilateral Peroneal motor axonal neuropathy and denervation in the left Hamstring muscles 3/2/15

EMG Upper Limb(s) shows a normal study 3/9/15

Hospitalization / Major Diagnostic Procedures:

No Hospitalization History.

Family History:

Father: alive

Mother: alive

Social History:

Married: Never Married.

Smoking: Are you a: current smoker.

Sexual History: Had sex in the past 12 months (vaginal, oral, or anal): No, Have you ever had an STD?: No.

Drug/Alcohol: Points: 2, Interpretation: Negative.

Children: none.

Home: House, # of floors--3, # of stairs to enter--8, # of stairs to basement--12.

Live with: Aunt.

Pets: Dog(s), number--2.

Recreational drug use: none.

Education: Some High School 11 grade.

Occupation: floor staff.

Occup. exposure: Sitting for long hours, Standing and bending a lot.

Review of system:

Medical Assistant (MA)--:

Name AS- Amanda Smith

ROS--Neurologic:

no Sedation

no Dizziness

no Concentration difficulties

no Hallucinations

no Headaches

no Balance problems

no Recent fall(s)

no Seizures

no Insomnia/difficulty sleeping

ROS--Rheumatology:

no Joint cracking/crunching (crepitus)

no Muscle aches

no Joint pain

Vitals:

BMI 22.43, Ht 6'1", Wt 170 lbs, BP 122/72 mm Hg, HR 70, RR 16, Current Pain Scale 8.

Examination:

Appearance No acute distress, Appears stated age, Well-nourished, Well-hydrated. Asymmetry None. Abnormal Color None. Erythema None. Masses None appreciated grossly. Grooming Appears appropriate. Rash None grossly appreciated. Lymphadenopathy No gross lymphadenopathy. Vital Signs SEE ABOVE.

Patient has some slight ROM in lumbar region. He is having pain in all planes. His lower MMT is good 5/5 bilaterally and gait is steady.

Alert/Oriented x3, to person, place, and time. Appearance In no acute distress. Affect Normal/mood appropriate. Responses Responds appropriately to questions. Speech normal volume, normal spontaneity, normal rate, fluent, coherent.

Assessment:

Lumbar Strain, Sprain - 847.2 (Primary)

Lumbar Radiculopathy - 724.4

Facet arthropathy/syndrome - 724.8

Cervical radiculopathy - 723.4

Cervical Sprain/Strain - 847.0

Sprain of ankle NOS - 845.00

Sprain of knee NOS - 844.9

Rotator Cuff Syndrome - 840.4

SHOULDER IMPINGEMENT - 726.2

Sprain of shoulder NOS - 840.9

Imbalance - 781.2

Cognitive deficits - 438.0

BRAIN INJ NEC-COMA NOS - 854.06

Low back pain - 724.2

Neck pain - 723.1

Limb pain - 729.5

Shoulder pain - 719.41

Knee pain - 719.46

Muscle spasm - 728.85

CHRONIC PAIN DUE TO TRAUMA - 338.21

These diagnoses are based upon the information available to me as of today. Additional diagnoses may be added as appropriate based upon additional data that becomes available.

Treatment:

Lumbar Strain, Sprain

Refill Lidocream cream (Lidopro), 4%, 1 app, applied topically, 3 times a day, 30 days, 1,

Refills 3

Refill Lunesta tablet, 2 mg, 1 tab(s), orally, once a day (at bedtime) PRN, 30 Days, 30, Refills 0

Decrease Norco tablet, 325 mg-10 mg, 1 tab(s), orally, every 6 hours PRN Pain, 7 Days, 28,

Refills 0

Refill Hysingla ER tablet, extended release, 20 mg, 1 tab(s), orally, every 24 hours, 14 Days, 14,

Refills 0

Procedure: Attendant Care

Procedure: No Work for 4 weeks.

Procedure: Household Replacement Services

Notes: Will give a week of the Norco so he has time to fill the Hysingla in case it needs to be ordered. He will start Hysingla and follow up in 2 weeks to evaluate progress.

Others

Procedure: Urine Drug Test

Procedure: MAPS

Procedure: Physical Therapy 3 times per week for 4 weeks

Procedure: Chiropractor

Procedure Codes:

80300 DRUG SCREEN NON TLC DEVICES

Procedures:

CLIA Waived Urine Drug Test 5 Panel Card

BZO Negative. COC Negative. OPI Negative. MTD Negative. OXY Negative.

Preventive:

Provider: Seen and Evaluated By: Jessica Cooney NP,

Records Reviewed: Reviewed An updated MAPS report was obtained and reviewed. A copy of the report was added to the chart.

PMH, PSH, SH, FH, ROS reviewed and verified by the physician / practitioner today, Class II narcotics (if any prescribed today - see rest of note) were prescribed by the supervising physician, Subsequently, I also took time to discuss and coordinate this patients care with the attending physician on site.

Follow Up:

4 Weeks, schedule left shoulder injection with DR. abramson next tues

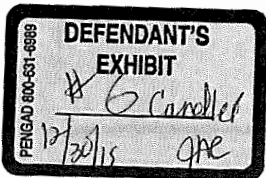
Electronically signed by JESSICA COONEY on 07/30/2015 at 09:43 AM EDT

Sign off status: Completed

Provider: JESSICA COONEY C-
PNP

Patient: CANDLER,
KALVIN (DOB: 02/04/1983)

Enc
date: 07/27/2015



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Page 1 of 1

Order Form for

Michigan Spine & Pain West Bloomfield

Marvin Bleiberg, MD (NPI:1356307052)

Provider Code:

6079 West Maple Road, Suite 100B

West Bloomfield, MI, 48322-2283

Tel: 248-851-7246 Fax: 248-851-7223

Physical Medicine and Rehabilitation

Patient: CANDLER, KALVIN

Order Date: 03/09/2015 01:00 PM

DOB: 02/04/1983 Sex: Male Phone: 313-772-0445

Today: 03/09/2015 02:40 PM

Address: 1321 BELVEDERE, DETROIT, MI, US 48214

Primary Insurance Name: FARM BUREAU

Insurance Address: P.O. BOX 30100 , LANSING , MI , 48909

Subscriber Number: AC5155

Insured Name: CANDLER, KALVIN Address: 1321 BELVEDERE, DETROIT, MI, US 48214

PROCEDURES:

TestName	Fasting	Assessment(s)	Notes	Instructions
Residential Living	N			

COMMENTS: 3 months

Marvin Bleiberg, MD

Electronically Signed By: Marvin Bleiberg, MD

Signature of Patient/Guardian

Patient: CANDLER, KALVIN DOB: 02/04/1983

DISABILITY CERTIFICATE

RF: Kalvin Candler
PATIENT NAME

9-12-14 MVA
DATE OF ACCIDENT

I have examined and/or treated the above named patient for injuries sustained in the aforementioned accident. As a result of the injuries received in this accident, I have disabled the patient from those activities that are marked with an "X" or the paragraphs with dates imputed:

Diagnosis: R Ankle sprain L Ankle sprain Thoracic Cervical sprain

X (1) Work/Employment Disability: The Patient has been on work disability from 9/16/14 through 10/16/14

(2) Work restrictions: The patient is restricted from lifting more than _____ lbs. and also cannot: -

X (3) "Housework" or replacement services: As some housework may involve bending, lifting, twisting, and prolonged standing, i.e., vacuuming, making beds, yard work, cooking, washing floors, sinks, bathtubs, toilets, moving furniture, picking up objects off floors, carrying garbage or groceries, etc. It is my opinion that the patient cannot do housework and has been disabled from 9/16/14 to 10/16/14

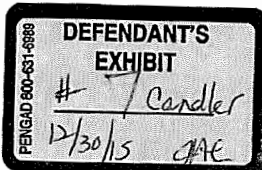
X (4) Attendant Care: The patient needed help taking care of his own personal needs including, but not limited to, dressing, bathing, using the restroom, supervising, driving to/from doctor appointments, carrying, passing medication, assisting with bathing, changing bandages, cleaning bandages, lifting, fetching taking care of grooming needs, anything needing the patient to bend or twist, feeding, cooking meals, and general hygiene needs. It is my opinion that the patient needed these services from 9/16/14 through 10/16/14 for 3 hour's day, 7 per week.

X (5) Driving: The patient is unable to drive and requires transportation services from 9/16/14 to 10/16/14

(6) Recreational Activities: The patient should not engage or attempt to engage in activities that would aggravate his/her underlying condition by lifting greater than the amount indicated above, excessive bending, twisting, turning, or prolonged standing or sitting, i.e. running, climbing, biking, wrestling, etc.

Today's Date 9-16-14 _____
Doctor's Signature

Print Name Jawad Agha, MD
624 E. 9 Mile Rd.
Hazel Park, MI 48030
(248) 268-2566



Ali S. Makki, M.D.
22239 W. Warren Avenue

Phone: (313) 908-9255
Fax: (313) 908-4642
Dearborn Heights, MI 48127

Disability Certificate

Date of Service: 10-23-14

Date of Injury: 9-12-14

Date of Birth: 2-4-83

Dr.: Ali Makki

Patient: Kelvin Ressler

I have examined and/or treated the above-named patient for injuries sustained in the aforementioned accident. As a result of the injuries received in this accident, I have disabled the patient from those activities that are marked with an "X" or the paragraphs with dates imputed:

1. **Work/Employment/Disability:** The patient has been on work disability from _____ through _____

2. **Restrictions:** The patient is restricted from lifting more than _____ lbs, and also cannot _____

3. **Return to Work:** Patient may return to work on _____

4. **"HOUSEWORK" or Replacement Services:** As some housework may involve bending, lifting, twisting and prolonged standing, i.e. vacuuming, making beds, yard work, cooking, washing floors, sinks, bathtubs, toilets, moving furniture, picking up objects off the floor, carry garbage or groceries, etc., it is my opinion that the patient cannot do housework and has been disable from 10-16-14 to 11-16-14

5. **Attendant Care:** The patient needed help taking care of his/her own personal needs, including, but not limited to dressing, bathing, using the rest room, supervising, driving to/from doctor's appointments, carrying passing medication, assisting with bathing, changing bandages, cleaning bandages, lifting, fetching, taking care of grooming needs, anything needing the patient to bend or twist, feeding, cooking meals and general hygiene needs, it is my opinion that the patient needed these services from _____ to _____ for _____ hours a day per week.

6. **Driving/ Transportation:** The patient is unable to drive and requires transportation services from 10-16-14 through 11-16-14

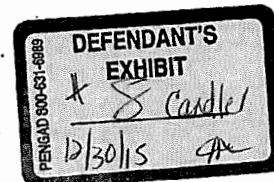
7. **Recreational Activities:** The patient should not engage or attempt to engage in activities that would aggravate his/her underlying condition by lifting greater than the amount indicated above, excessive bending, twisting, turning or prolonged standing or sitting, i. e. running, climbing, biking, wrestling, etc.

8. **Case Management:** _____ through _____

Diagnosis:

① neck pain ② back pain ③ knee pain
④ hip pain ⑤ upper leg

[Signature]
(Doctor's Signature)



Ali S. Makki, M.D.

22239 W. Warren Avenue

Phone: (313) 908-9255

Fax: (313) 908-4642

Dearborn Heights, MI 48127

Disability Certificate

Date of Service: 11-28-14

Date of Injury: 9-12-14

Date of Birth: 2-4-93

Dr: Ali Makki

Patient: Kevin V. Boudier

I have examined and/or treated the above-named patient for injuries sustained in the aforementioned accident. As a result of the injuries received in this accident, I have disabled the patient from these activities that are marked with an "X" or the paragraphs with dates inputted:

1. Work/Employment Disability: The patient has been on work disability from _____ through _____

2. Restrictions: The patient is restricted from lifting more than _____ lbs, and also cannot _____

3. Return to Work: Patient may return to work on _____

4. "HOUSEWORK" or Replacement Services: As some housework may involve bending, lifting, twisting and prolonged standing, i.e. vacuuming, making beds, yard work, cooking, washing floors, sinks, bathtubs, toilets, moving furniture, picking up objects off the floor, carry garbage or groceries, etc., it is my opinion that the patient cannot do housework and has been disable from 11-17-14 to 12-17-14

5. Attendant Care: The patient needed help taking care of his/her own personal needs, including, but not limited to dressing, bathing, using the rest room, supervising, driving to/from doctor's appointments, carrying passing medication, assisting with bathing, changing bandages, cleaning bandages, lifting, fetching, taking care of grooming needs, anything needing the patient to bend or twist, feeding, cooking meals and general hygiene needs, it is my opinion that the patient needed these services from _____ to _____ for _____ hours a day _____ per week.

6. Driving/ Transportation: The patient is unable to drive and requires transportation services from 11-17-14 through 12-17-14

7. Recreational Activities: The patient should not engage or attempt to engage in activities that would aggravate his/her underlying condition by lifting greater than the amount indicated above, excessive bending, twisting, turning or prolonged standing or sitting, i. e. running, climbing, biking, wrestling, etc.

8. Case Management: _____ through _____

Diagnosis: (1) back pain (2) neck pain (3) ankle pain (4) knee pain

(Signature)
(Doctor's Signature)

Ali S. Makki, M.D.

22239 W. Warren Avenue

Phone: (313) 908-9255

Fax: (313) 908-4642

Dearborn Heights, MI 48127

Disability Certificate

Date of Service: 1-2-15

Date of Injury: 9-12-14

Dr.: Ali Makki

Date of Birth: 2-4-83

Patient: Rabun Rashid (Rabun Cardler)

I have examined and/or treated the above-named patient for injuries sustained in the aforementioned accident. As a result of the injuries received in this accident, I have disabled the patient from these activities that are marked with an "X" or the paragraphs with dates inputted:

1. Work/Employment Disability: The patient has been on work disability from _____ through _____

2. Restrictions: The patient is restricted from lifting more than _____ lbs, and also cannot _____

3. Return to Work: Patient may return to work on _____

4. "HOUSEWORK" or Replacement Services: As some housework may involve bending, lifting, twisting and prolonged standing, i.e. vacuuming, making beds, yard work, cooking, washing floors, sinks, bathtubs, toilets, moving furniture, picking up objects off the floor, carry garbage or groceries, etc., it is my opinion that the patient cannot do housework and has been disabled from 12-19-14 to 1-30-15.

5. Attendant Care: The patient needed help taking care of his/her own personal needs, including, but not limited to dressing, bathing, using the rest room, supervising, driving to/from doctor's appointments, carrying passing medication, assisting with bathing, changing bandages, cleaning bandages, lifting, fetching, taking care of grooming needs, anything needing the patient to bend or twist, feeding, cooking meals and general hygiene needs, it is my opinion that the patient needed these services from _____ to _____ for _____ hours a day per week.

6. Driving/Transportation: The patient is unable to drive and requires transportation services from 12-19-14 through 1-30-15.

7. Recreational Activities: The patient should not engage or attempt to engage in activities that would aggravate his/her underlying condition by lifting greater than the amount indicated above, excessive bending, twisting, turning or prolonged standing or sitting; i.e. running, climbing, biking, wrestling, etc.

8. Case Management: _____ through _____

Diagnosis:

① Back Pain ② AK Ankle, post
③ Ankle sprain ④ bruise

(Doctor's Signature)

ALLEN DNT CARE STATEMENT

Your Name: Halvin Candler Claim No. AL 5155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 372 Tamarack Dr, Oakland MI 48363
 Service Provider's Telephone Number: 248 303-5356 Provider's SS No.: - - 9898
 Describe specifically what services were provided:

- A. Showering/Bathing
- B. Dressing
- C. Feeding
- D. Hygiene
- E. In-Home Therapy
- F. Disbursement of Medicine
- G. Supervision/Monitoring
- H. Transportation*
- I. Personal Assistance
- J. Other (must specify)

transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

*Indicate on the following calendar what services (by letter) were performed on which dates and for how many hours services were rendered each day.**

Month: February 2015

DEFENDANT'S EXHIBIT
 #9 Candler
 2/30/15 AC

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
ABC JFG (3)	² ABC DFG (3)	³ ABC DFG (3)	⁴ ABC DFG (3)	⁵ ABC DFG (3)	⁶ ABC DFG (24)	⁷ ABC DFG (24)
ABC DG (24)	⁹ ABC DG (24)	¹⁰ ABC DG (24)	¹¹ ABC DG (24)	¹² ABC DG (24)	¹³ ABC DG (24)	¹⁴ ABC DG (24)
⁵ ABC DG (24)	¹⁶	¹⁷	¹⁸	¹⁹	²⁰	²¹
	²³	²⁴	²⁵	²⁶	²⁷	²⁸

Total hours:
255 e \$15.00 =

Signature: Andrew Candler

Date: 2-28-15

\$ 3825.00



CANDLER, KALVIN

32 Y old Male, DOB: 02/04/1983
Account Number: 66413
1321 BELVEDERE, DETROIT, MI-48214
Home: 313-772-0445

Guarantor: CANDLER, KALVIN Insurance: FARM BUREAU

Referring: MANAGER CASE

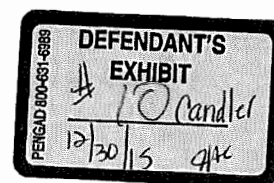
Appointment Facility: Michigan Spine & Pain West Bloomfield

02/06/2015

Marvin Bleiberg, MD

Reason for Appointment

1. Left Shoulder Pain
2. Left Hand Pain
3. Left Knee Pain
4. Right Ankle Pain
5. Lower Back Pain - travels up the back with numbness and tingling in the legs
6. Neck Pain - travels into the left arm to the hand with shooting pain and the hand locks up
7. Poor balance
8. Poor memory or concentration
9. Ringing in the ears
10. Headaches
11. Employment: On disability prior to MVA due to seizures controlled with medication
12. DOI: 9/12/14 -- Pedestrian just crossing into the crosswalk when he was hit by a Chrysler Minivan that backed into him -- hit and run -- the right ankle was run over -- his whole right side was hit -- he was reaching down to the ankle as the car was still on his ankle and he was on the ground -- the van took off and it shredded the top of the shoe and sockes and shredded his clothes -- he was hit in the head and he had 3 teeth shattered -- he had LOC "for a minute" -- he waited for an ambulance but it never came -- a family member was driving there and knew he was goign to the store and saw him and took him to the hospital
13. Treatment: Seen at Receiving Hospital and admitted -- he was there for a day -- he had no surgery -- the right ankle was fractured -- he was sent home -- he saw Dr. Mackie at a PT place recommended by a family member -- he was not given medication buthe started PT -- TENS helped him and he got knee and ankle brace - he had no other treatment -- he did see a dentist -- he was told he needed insurance to get partials
14. The worst pain is in the low back and tailbone and left ankle and knee



History of Present Illness

Pain Management:

Patient presents today as a new patient. Patient states he was walking on Jefferson at 6:00 PM and was hit by a white mini van, it was a hit and run. Patient did LOC for 5 minutes, there was no ambulance on scene patient was taken to DMC Hospital in Detroit, he was not admitted. Patient was given Norco 10/325 mg and Amoxicillin 500 mg. He had a MRI done but he doesn't remember where he had the test done at. Patient states he did not have pain in the areas of complaint before the hit and run.

Location of pain: See Chief Complaint(s). Radiation of pain: none. Quality Of Pain Sharp, numb/tingling, Intense, shooting, unbearable, Sore, Stinging, numb/tingling, Exeruciating. associated symptoms numbness, tingling. Improving factors: medication,. Aggravating Factors sitting, walling,. Pain Score 8/10 . Work status Patient is not working. Medication Refills: New Patient Visit. Timing: continuous. Onset: Motor Vehicle Accident. History of pain in same area denies. Litigation pending no. Sleep Interrupted, due to : pain. Cough/Sneeze/BM Does not aggrvate pain. Bladder/Bowel incontinence Denies. Other therapies: physical therapy, chiropractics, narcotics (short-acting). Pain clinic treatments: narcotics, physical therapy, chiropractic. Imaging/Radiology/Findings MRI : Access Barriers: Transportation. Using Narcotics? Yes Norco 10/325 mg. Analgesia New Patient. Activity New Patient. Adverse Effects New

Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Marvin Bleiberg, MD 02/06/2015
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Patient. Aberrant Behavior New Patient. changes since last visit New Patient Visit.

Function:

SIT Sit duration--20 minutes. **STAND** Able to stand. **WALK** Walks with some help/assist device, Walk duration/distance--10 minutes. **LIFT** Able to lift 10-25 lbs. **PUSH/PULL** Able to push/pull 10-25 lbs. **BATHES** Bathes self independently. **BEND/TWIST** Unable to bend/twist. **CARE FOR FAMILY** Unable to care for family. **CLEAN HOUSE** Unable to clean house. **COOK** Unable to cook. **DRESS SELF** Able to dress self. **DRIVE** Unable to drive. **FEEDS SELF** Feeds self. **GROOM SELF** Unable to groom self at head/face (brush teeth/comb hair) level. **DO LAUNDRY** Unable to do laundry. **LAY ON BACK** Able to lay on back. **LAY ON STOMACH** Unable to lay on stomach. **SEXUAL ACTIVITY** Able to engage in sexual activity. **TRANSFER SELF** Able to transfer self. **VACUUM** Unable to vacuum. **WORK** Unable to work.

Current Medications

Taking

- Keppra 1000 mg tablet 1 tab(s) 2 times a day
- Medication List reviewed and reconciled with the patient

Past Medical History

Epilepsy/Seizures

Surgical History

Denies Past Surgical History

Family History

Father: alive

Mother: alive

Social History

Married: Never Married.

Smoking Are you a: current smoker.

Sexual History Had sex in the past 12 months (vaginal, oral, or anal) No. Have you ever had an STD? No.

Drug/Alcohol Did you have a drink containing alcohol in the past year? Yes. How often did you have a drink containing alcohol in the past year? Monthly or less (1 point). How many drinks did you have on a typical day when you were drinking in the past year? 3 or 4 (1 point). How often did you have six or more drinks on one occasion in the past year? Never (0 points), Points 2, Interpretation Negative.

Children: none.

Home: House, # of floors--3, # of stairs to enter--8, # of stairs to basement--12.

Live with: Aunt

Pets: Dog(s), number--2.

Recreational drug use: none.

Education: Some High School 11 grade.

Occupation: floor staff.

Occup. exposure: Sitting for long hours, Standing and bending a lot.

Allergies

N.K.D.A.

Hospitalization/Major Diagnostic Procedure

Denies Past Hospitalization

Review of Systems

Medical Assistant (MA)--:

Name JN- Jen Nutting.

ROS--Constitutional:

no Fever. no Chills. no Appetite Changes. no Unintended Weight gain. YES Unintended Weight Loss. no Recent Infection. no Current/Recent antibiotic. YES Pain at night.

ROS--Cardiovascular:

no Chest pain. Irregular heartbeat/arrhythmias YES. no Heart murmur. Dizziness when rising to sit/stand YES.

no Anticoagulant/blood thinner use.

ROS--Dermatologic:

no Itching. no Rash. no Dry skin. no Psoriasis.

ROS--Endocrine:

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no Flushing, no Heat Intolerance, no Cold Intolerance, no Excessive Thirst.

ROS--Gastrointestinal:

no Nausea, no Vomiting, no Constipation, no Diarrhea, no GI Bleeding, no Incontinence of Stool.

ROS--Genitourinary:

no Incontinence/Leakage of urine, no Painful urination, no Inability to urinate, no Excessive Urination, no Sexual dysfunction, no Decreased libido/sex drive.

ROS--Hepatic:

no Hepatitis, no Easy bleeding/bruising, no Abdominal pain, no Jaundice.

ROS--Neurologic:

no Sedation, Dizziness YES, no Concentration difficulties, no Hallucinations, Headaches YES, Balance problems YES, no Recent fall(s), no Seizures, Insomnia/difficulty sleeping YES.

ROS--Psychology:

no Suicidal thoughts/plans, Thoughts/plans or hurting others YES, Sadness YES, no Anxiety, no Increased energy, no Decreased energy, no Spirituality concerns.

ROS--Pulmonary:

Sleep apnea YES, Shortness of breath YES, Difficulty breathing YES, no Need supplemental oxygen.

ROS--Rheumatology:

Joint cracking/crunching (crepitus) YES, Muscle aches YES, Joint pain YES, Knee(s).

Vital Signs

Ht 6'1", Wt 186 lbs, BP 144/81 mm Hg, HR 59, RR 18, Current Pain Scale 8.

Examination

General/Constitutional:

Appearance Appears stated age, Well-nourished, Well-hydrated, **3 missing teeth**. Body Habitus Normal. Asymmetry None. Abnormal Color None. Erythema None. Masses None appreciated grossly. Grooming Appears appropriate. Rash None grossly appreciated. Lymphadenopathy No gross lymphadenopathy. Vital Signs SEE ABOVE.

Psychological:

Alert/Oriented x3, to person, place, and time. Appearance In no acute distress. Affect Normal/mood appropriate. Responses Responds appropriately to questions. Speech normal volume, normal spontaneity, normal rate, fluent, coherent.

Cardiovascular:

Capillary Refill Brisk. Extremities Warm. Pulses Radial pulses intact bilaterally. Edema None grossly evident. Varicosities None grossly evident.

Pulmonary:

Cyanosis None appreciated. Work of Breathing Unlabored.

Abdomen:

Palpation Soft. Tenderness Nontender, No rebound tenderness. Distension Nondistended.

Eyes:

Movements EOMI grossly intact.

Ears Nose Mouth and Throat:

Ears Grossly WNL, No scars/masses/lesions noted. Nose Grossly WNL, No scars/masses/lesions noted.

Neck:

Appearance **Straightening of cervical lordosis**, Trachea midline, **with crepitus**. Stability **Questionable**. Range of Motion **~50% limitation to flexion, ~75% limitation to extension, right side bending, left side bending, right rotation, left rotation**. Pain with Motion **Painful to extension**. Spinal Palpation **Tenderness present**. Paraspinal Palpation **Bilateral, Tenderness present**. Trapezius Tenderness **Left, Present**. Occipital Tenderness None.

Back:

Appearance WNL, Alignment without significant asymmetries, Normal lumbar lordosis. Stability WNL. Range of Motion **~75% limitation to extension, ~25% limitation to flexion, right side bending, left side bending, right rotation, left rotation**. Pain with Motion **Painful to extension, Painful to right side bending, Painful to left side bending**. Spinal Palpation **Tenderness present to include coccyx and sacrum**. Paraspinal Palpation **Bilateral tenderness**. Pelvic Tenderness **Over bilateral sacroiliac joints**. Straight Leg Raise Negative bilaterally, **back tenderness present w SLR, bilateral**. Patrick's Sign **Positive bilaterally, For Low Back Pain**.

Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Marvin Bleiberg, MD 02/06/2015

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Musculoskeletal:

Spasms **Involuntary muscle spasm present in paravertebral muscles, posterior cervical muscles, bilaterally.** Atrophy None. Stability WNL for all extremities. Contractures None noted. Trigger Points No distinct trigger points noted. Clubbing None. Muscle Tone Normal. Strength--Shoulder Abduction (C5-6) **Right 5/5, Left 4/5.** Strength--Elbow Flexion (C5-6) **Right 5/5, Left 4/5.** Strength--Elbow Extension (C6-8) **Right 5/5, Left 4/5.** Strength--Wrist Flexion (C7-T1) **Right 5/5, Left 5/5.** Strength--Wrist Extension (C6-8) **Right 5/5, Left 5/5.** Strength--Hand Grip **Right 5/5, Left 5/5.** Strength--Hip Flexion (L2-4) **Right 5/5, Left 4/5.** Strength--Knee Flexion (L5-S1) **Right 5/5, Left 4/5.** Strength--Knee Extension (L2-4) **Right 5/5, Left 4/5.** Strength--Ankle Dorsiflexion **Right 4/5, Left 4/5.** Strength--Ankle Plantarflexion **Right 5/5, Left 5/5.** Strength--Extensor Hallucis Longus (L5) **Right 4/5, Left 4/5.** ROM--Right Shoulder Abduction WNL, Adduction WNL, Internal rotation WNL, External rotation WNL. ROM--Left Shoulder **Limited In All Planes with pain and positive impingement sign.** ROM--Right Elbow Flexion WNL, Extension WNL. ROM--Left Elbow Flexion WNL, Extension WNL. ROM--Right Wrist Flexion WNL, Extension WNL. ROM--Left Wrist Flexion WNL, Extension WNL. ROM--Right Hip Internal rotation WNL, External rotation WNL. ROM--Left Hip Internal rotation WNL, External rotation WNL. ROM--Right Knee Flexion WNL, Extension WNL. ROM--Left Knee Flexion WNL, Extension WNL with **pain and crepitus.** ROM--Right Ankle **Limited with pain.** ROM--Left Ankle Flexion WNL, Extension WNL with **pain.**

Neurological:

Cranial Nerves CN II-XII grossly intact. Deep Tendon Reflexes 2+/4 Right Biceps, 2+/4 Left Biceps, 2+/4 Right Triceps, 2+/4 Left Triceps, 2+/4 Right Brachioradialis, 2+/4 Left Brachioradialis, 2+/4 Right Patella, 2+/4 Left Patella, 2+/4 Right Achilles Tendon, 2+/4 Left Achilles Tendon. Tremor None. Balance Sitting WNL, **Standing Impaired.** Sensation Soft touch intact. Clonus None noted. Great Toe Proprioception WNL. Nystagmus None appreciated. Babinski Downgoing bilaterally. Hoffman Negative bilaterally.

Extremities:

Movement/Use Moves all extremities. Crepitus None appreciated. Drop Arm Test Negative bilaterally. Resists Shoulder Abduction **Decreased on left.** Empty Can Test **Positive on left.** Finkelsteins Test Negative bilaterally. Speed's Test **Positive on Left.** Anterior Drawer Sign Negative bilaterally. Posterior Drawer Sign Negative bilaterally. Tenderness **Left, Bicep tendon tenderness.**

Gait:

Speed Normal. Ataxia None. Antalgia None. Assist Device **4-prong cane.** Toe Walk **Unable to toe walk.** Heel Walk **Unable to heel walk.** Station **Wide Base Of Support.**

Assessments

1. Sprain of ankle NOS - 845.00 (Primary)
2. Sprain of knee NOS - 844.9
3. Lumbar Radiculopathy - 724.4
4. Cervical radiculopathy - 723.4
5. Rotator Cuff Syndrome - 840.4
6. SHOULDER IMPINGEMENT - 726.2
7. Sprain of shoulder NOS - 840.9
8. Cervical Sprain/Strain - 847.0
9. Lumbar Strain, Sprain - 847.2
10. Facet arthropathy/syndrome - 724.8
11. Imbalance - 781.2
12. Cognitive deficits - 438.0
13. BRAIN INJ NEC-COMA NOS - 854.06
14. Low back pain - 724.2
15. Neck pain - 723.1
16. Limb pain - 729.5
17. Shoulder pain - 719.41
18. Knee pain - 719.46
19. Muscle spasm - 728.85

Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Marvin Bleiberg, MD 02/06/2015
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20. CHRONIC PAIN DUE TO TRAUMA - 338.21

These diagnoses are based upon the information available to me as of today. Additional diagnoses may be added as appropriate based upon additional data that becomes available.

Treatment**1. Lumbar Radiculopathy**

Notes: EMG / NCT Lumbar and Lower Limbs.

2. Cervical radiculopathy

Notes: EMG / NCT Upper Limbs.

3. Imbalance

Notes: VAT to eval imbalance.

4. CHRONIC PAIN DUE TO TRAUMA

Start Norco tablet, 325 mg-10 mg, 1 tab(s), orally, every 6 hours PRN Pain, 28 Days, 112, Refills 0
Start Lidocream cream (Lidopro), 4%, 1 app, applied topically, 3 times a day, 30 Days, 1, Refills 0
Start Lunesta tablet, 2 mg, 1 tab(s), orally, once a day (at bedtime) PRN, 30 Days, 30, Refills 0

5. Others

PROCEDURE: Urine Drug Test

PROCEDURE: MAPS

PROCEDURE: Physical Therapy 3 times per week for 4 weeks

PROCEDURE: Attendant Care

PROCEDURE: Case Management

PROCEDURE: Medical Transportation

PROCEDURE: Household Replacement Services

Referral To: STUART FIRSTEN Chiropractor

Reason: Evaluate and Treat 2 times per week for neck and back pain due to MVA

Procedures

CLIA Waved Urine Drug Test:

Amphetamines (AMP) Negative. Barbiturate (BAR) Negative. Benzodiazepine (BZO) Negative. Buprenorphine (BUP) Negative. Cocaine (COC) Negative. Ecstasy (MDMA) Negative. Marijuana (THC) Negative. Methadone (MTD) Negative. Methamphetamines (MET) Negative. Opiates (OPI) Negative. Oxy 100 Positive. Phencyclidine (PCP) Negative. Tricyclic Antidepressants (TCA) Negative. Positives sent out for confirmation if present. Yes.

Diagnostic Imaging

Imaging: MRI Left Shoulder (with arthrogram)

Imaging: MRI Cervical Spine

Imaging: MRI : Lumbar Spine

Preventive Medicine

Counseling and Discussion Session: Today I had a long counseling and discussion session with the patient. I discussed the diagnosis, possible treatment options, and the prognosis. I discussed the risks and benefits of the treatment. Case Manager Meeting: Today I met with the patient's case manager. I answered all the questions and addressed all the concerns that the case manager brought up. Counseling and/or coordination of care with other provider or AGENCIES (Case Manager) was provided consistent with the nature of the problem(s) and the patient's and/or family's needs.

Procedure Codes

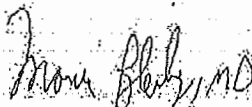
Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Marvin Bleiberg, MD 02/06/2015

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T1016 CASE MANAGEMENT EACH 15 MINS
80300 DRUG SCREEN NON TLC DEVICES

Follow Up

EMG Lumbar Region & Lower Limbs with Dr Bleiberg, EMG Cervical Region & Upper Limbs with Dr Bleiberg, Schedule Chiropractic Therapy, Follow Up In 4 Weeks



Electronically signed by MARVIN BLEIBERG, MD on 02/08/2015 at 03:24 PM EST

Sign off status: Completed

Michigan Spine & Pain West Bloomfield
6079 West Maple Road
West Bloomfield, MI 48322-2283
Tel: 248-851-7246
Fax: 248-851-7223

Patient: CANDLER, KALVIN DOB: 02/04/1983 Progress Note: Marvin Bleiberg, MD 02/06/2015

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EXHIBIT F

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

KALVIN CANDLER,

Plaintiff,

Case No.
15-001245-NF

vs

Honorable
Patricia Perez Fresard

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN,

Defendants.

DEPOSITION OF ANDREW CANDLER

taken by the attorney for the Defendant on Wednesday,
December 30, 2015, at the offices of Douglas S.
Dovitz, PC, 22201 Harper Avenue, Suite 202, St. Clair
Shores, Michigan, at 12:59 p.m.

APPEARANCES:

DOUGLAS S. DOVITZ, ESQ. P31840
Douglas S. Dovitz, PC
22201 Harper Avenue
Suite 202
St. Clair Shores, Michigan 48080
(586) 773-0911
Appearing on behalf of the Plaintiff.

CHRISTOPHER JENNINGS, ESQ. P78287
Garan Lucow Miller, P.C.
101 North Main Street
Suite 460
Ann Arbor, Michigan 48104
(734) 930-5600
Appearing on behalf of the Defendant.

REPORTER: Julie A. Catka (CSR-6530).

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I N D E X

WITNESS: ANDREW CANDLER	Page
Examination by Mr. Jennings	3
Examination by Mr. Dovitz	22

- - -

E X H I B I T S

Deposition Exhibit	Description	Page
No. A	Documents	16
No. B	Documents	16
No. C	Documents	20
No. D	Documents	21

- - -

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1 St. Clair Shores, Michigan
2 Wednesday, December 30, 2015
3 About 12:59 p.m.

4 - - -

5 ANDREW CANDLER,

6 a Witness herein, having been first duly sworn by the
7 Notary Public, testified as follows:

8 - - -

9 E X A M I N A T I O N

10 BY MR. JENNINGS:

11 Q Good afternoon, Mr. Candler. My name is Christopher
12 Jennings and I represent Farm Bureau who is the
13 insurance company that your brother has sued seeking
14 certain benefits from the motor vehicle accident that
15 he had back in September of 2014. We met briefly
16 before the deposition.

17 Have you ever had your deposition
18 taken before?

19 A No.

20 Q I'm going to go over some of the ground rules so we
21 can get out of here quickly. I won't keep you as
22 long as I had your brother here. So, essentially a
23 deposition is an opportunity for attorneys to ask you
24 questions about the services that were provided to
25 your brother and the injuries that you have observed

1 or are aware of that your brother sustained in the
2 accident. Does that make sense?

3 A Yes.

4 Q So, I'll ask you some questions and then your
5 brother's attorney, Mr. Dovitz may also ask you some
6 questions to follow up or clear some things up.

7 A Okay.

8 Q In a deposition it is important that every response
9 you give is a verbal response, because Julie, sitting
10 to my right, is taking down everything that we say.
11 So, while we may all understand what a head nod or a
12 head shake is, she can't record that. Does that make
13 sense?

14 A Yes.

15 Q It's also important that every answer that you give
16 is in response to a question that you fully
17 understand. So, if you don't understand something,
18 make sure that you tell me that you don't understand.
19 All right?

20 A Okay.

21 Q The final thing is, throughout the deposition if I
22 ask you a question and you don't know the answer or
23 you can't remember, that's a perfectly acceptable
24 response. We don't want you to guess. We don't want
25 you to make anything up throughout the process. Does

1 that make sense?

2 A Yes.

3 Q All right. Can you state your name and give me your
4 address for the record, please?

5 A Andrew Candler, 372 Tamarack, Rochester, Michigan.

6 Q Is that the same --

7 A Well, Oakland Township.

8 Q Is that address of any of the -- yes. Is that the
9 same address that you have been putting on the
10 attendant care sheets and logs that you have been
11 filling out?

12 A Yes.

13 Q And how long have you lived at that address?

14 A Three years.

15 Q Who do you live there with?

16 A Greg Risak, is family of my daughter.

17 Q You said your daughter?

18 A My daughter's uncle.

19 Q How many daughters do you have?

20 A Just one.

21 Q How old is she?

22 A Eight.

23 Q Are you currently employed?

24 A Yes.

25 Q Where do you work?

1 A Sunrise Senior Living in Rochester.

2 MR. DOVITZ: A little bit louder, a
3 little bit slower. Okay?

4 THE WITNESS: Okay.

5 BY MR. JENNINGS:

6 Q What are your job duties or responsibilities there?

7 A I'm a caregiver.

8 Q And how long have been working there?

9 A Thirteen years.

10 Q Have you been working there full time the entire
11 duration?

12 A Yes.

13 Q And what is your normal shift?

14 A Right now I'm working mornings 6 a.m. to 2 p.m.

15 Q How long have you been working that shift?

16 A I want to say about a year. A little over a year
17 maybe.

18 Q So, going back to December of 2014 --

19 A Yes.

20 Q -- how many days a week do you work?

21 A Five. It depends. It varies.

22 Q Is it ever more than five?

23 A Usually five, but it's not a set schedule. So, I
24 have, I have every other week off for my daughter,
25 visitation, but other than that I'm working, it

1 depends, seven days, five days, it just depends.

2 Q So, do you have in a given month or in a two-week
3 time period, are you supposed to hit a certain target
4 of hours or does it just kind of depend on what fits
5 with your schedule?

6 A It depends. Right now just because we don't have
7 male caregivers so, that's just how it goes. I work
8 when they need me.

9 Q Because the place that you work doesn't have male
10 caregivers?

11 A Yes.

12 Q So, are you kind of in higher depend?

13 A Yeah.

14 Q And so when you have, when you say you have the week
15 off with visitation for your daughter, does that mean
16 you don't work at all?

17 A Not really, no. At that time, no, that's my time
18 with my daughter.

19 Q Is that still an ongoing thing?

20 A When I was with Calvin, I mean, I could still bring
21 my daughter around him.

22 Q But I'm saying in terms of the visitation of you
23 taking a week off work or --

24 A No, just the weekend.

25 Q Just the weekend. Okay.

1 A Yeah.

2 Q Got it. That's still an every other weekend thing?

3 A Yes.

4 Q What's your educational background?

5 A GED.

6 Q Do you have any sort of specialized training or
7 certificate?

8 A I took culinary arts when I got my GED and I did CNA
9 training, but never got certified for it.

10 Q What is CNA?

11 A Certified Nursing Assistant.

12 Q Do you have any specialized training that allows you
13 to be a caregiver?

14 A No.

15 Q Do you need any sort of certification?

16 A No.

17 Q What type of things do you do on a day-to-day basis
18 at work?

19 A Get residents dressed, assist in the meals, feed them
20 if possible, grooming, bathing, transfers.

21 Q Okay. So, how soon after the accident did you see
22 your brother?

23 A Probably a couple of days after.

24 Q How did you first hear about him being in an
25 accident?

1 A He called me and let me know.

2 Q What did he tell you, if you remember?

3 A He told me that he got ran over.

4 Q Where was he when he called you?

5 A I don't recall.

6 Q And at what point did you and your brother, or, I
7 guess, did you decide to provide services to your
8 brother?

9 A Once he let me know he was in Rochester.

10 Q When was that?

11 A Roughly -- in September. I can't remember the exact
12 date but it was September.

13 Q When you say in Rochester, where was he living?

14 A 24 and Dequindre.

15 Q Do you know who he was living with?

16 A I don't know their names exactly. I can't remember.

17 Q Do you know how long he lived off 24 Mile and
18 Dequindre?

19 A I want to say from September to July.

20 Q September 2014 to?

21 A To July.

22 Q July of 2015?

23 A Yep.

24 Q Then where did he move, if you know?

25 A To Detroit.

1 Q Do you know who he moved in with in Detroit?

2 A His girlfriend. I don't know where she stay at
3 exactly.

4 Q Is his girlfriend Ms. Wilson?

5 A Yes.

6 Q And were you still providing him services once he
7 moved to Detroit?

8 A She took over to help him out.

9 Q So, in July of 2015 she took over in terms of
10 providing services?

11 A Yes.

12 Q So, you haven't provided any services to your brother
13 since July of 2015?

14 A Right.

15 Q All right. So, going back to September of 2014, I'm
16 going to hand you the attendant care sheet that you
17 filled out from September of 2014.

18 A Uh-huh.

19 Q Is that your signature at the bottom?

20 A Yes.

21 Q What does this sheet reflect in terms of the types of
22 services that you provided to your brother?

23 A Just as far as what I did that day when I went to see
24 him.

25 Q So, can you give me an example? So, on September

1 13th, what did you do for your brother?

2 A It would be prepare meals, assist him with therapy
3 around just as far as helping him move around, making
4 sure that his joints and stuff were okay. And then
5 making sure that he looked decent, grooming wise.

6 Q So, in September, do you know about how long you
7 spent providing these services to your brother?

8 A I'd pop in before I go to work and stay probably an
9 hour and a half, two hours and then come in after I
10 got off work because I was working afternoon shift at
11 that time, stay for a while. Make sure, just, he get
12 to bed all right and then I leave.

13 Q So, how many hours a day do you think you were there
14 total?

15 A Probably six to seven hours.

16 Q Okay. How long do you think you were, I guess
17 spending about six to seven hours a day providing
18 services to your brother? I mean, how many months do
19 you think it was at that rate?

20 MR. DOVITZ: You mean that number of
21 hours per day?

22 BY MR. JENNINGS:

23 Q Yes, I didn't mean the rate. The number of hours in
24 terms of being six to seven hours a day. How many
25 months or weeks do you think you were going there six

1 to seven hours a day?

2 A Say it one more time.

3 Q So, looking at this log --

4 A Right.

5 Q -- you only claim three hours a day. Now you said
6 you were probably there for about six to seven hours
7 a day?

8 A Well, before I go to work, my main job, I pop in,
9 make sure that he's okay and do stuff. Then after I
10 get off work, I still pop in, make sure that he's
11 okay before he go to bed and I leave.

12 Q And were you going every day?

13 A Yeah.

14 Q So, how long did you keep that schedule in terms of
15 you'd pop in before work and then --

16 A As long as he stayed out there, from September to
17 July.

18 Q It was always between six to seven hours?

19 A Yeah.

20 Q So from, September of 2014 through July of 2015 you
21 believe that you went to see your brother every day
22 from between six to seven hours a day?

23 A Yeah.

24 Q And did he -- what kind of expectation of payment did
25 he give you for providing you these services?

1 A Nothing.

2 Q Nothing? He never told you that you would get paid?

3 A I mean he said there is a possibility, but I didn't
4 really think anything of it. I just did what I could
5 for him.

6 Q So, did you have any expectation of payment?

7 A I did eventually, yes.

8 Q Was there ever a time that you spent more than six to
9 seven hours a day providing services to your brother?

10 A Maybe on occasion, but I don't really -- I mean
11 sometimes -- I wouldn't put it as extra.

12 Q So, this was what we marked as Exhibit 9 from your
13 brother's deposition earlier. Is that your signature
14 at the bottom as well of that document?

15 A Yes.

16 Q And can you tell from this form how many hours a day
17 it says that you were there providing services to
18 your brother?

19 A It's not on paper, but --

20 Q What your brother had said is this three meant that
21 you were there for three hours --

22 A Yeah.

23 Q -- these days and then he said you were there for 24
24 hours a day. Was there every a time that you
25 provided services to your brother for 24 hours a day

1 in February of 2015?

2 A I was there, but not living living there. I mean, I
3 did come in but not -- i wasn't completely like
4 living there.

5 Q So, were you there for 24 hours a day or not?

6 A Yeah, yeah, but I mean I had my other job too.

7 Q So, you lived there, but you weren't physically in
8 the house for 24 hours a day?

9 A Right. Right.

10 Q So, how many hours a day were you actually physically
11 in the house?

12 A I'd say I was gone eight hours for my job and then
13 about five to six hours to get sleep and then I come
14 back there. So --

15 Q So, eight hours at work and then five to six hours of
16 sleep?

17 A Yeah.

18 Q So, that's about 13 to 14 hours away. So, at most,
19 you could have spent 10 hours a day providing care to
20 your brother?

21 A Yeah.

22 Q So, looking at this form, why did you sign documents
23 saying that you provided 24 hours of care to your
24 brother?

25 A I don't know.

1 Q Did you review this form before you signed it?

2 A No.

3 Q Did you fill this form out?

4 A Yes.

5 Q So, you filled out this sheet saying that you
6 provided care to your brother for 24 hours a day?

7 A Yeah, I didn't pay attention to the 24 hours a day
8 thing.

9 Q Did you write the 24 hours a day there?

10 A I don't recall if I did or didn't.

11 Q Did you review it before you signed it to verify that
12 the information that was on there was actually
13 services that you provided to your brother?

14 A I don't remember. It was a while ago and I had so
15 much going on at the house.

16 Q So, was there a time that your brother went to live
17 or stay somewhere else to get care for his injuries?

18 A Not that I know of.

19 Q So, he never went to stay at Integrated Residential
20 Solutions?

21 A Not that I -- I don't know.

22 Q So, looking at this sheet that's in front of you for
23 February of 2015, why didn't you provide him any
24 services on February 16th through the end of the
25 month?

1 A I don't recall.

2 Q So, if your brother did go stay somewhere else to get
3 treatment, you aren't aware of it?

4 A I just don't remember. It's been a lot going on.

5 Q Okay. So, the next log that -- the next log that you
6 submitted and we'll mark this as Exhibit A and B in
7 his deposition.

8 (Whereupon Deposition Exhibit No. A &
9 B was marked by the court reporter.)

10 BY MR. JENNINGS:

11 Q So, I'm marking the month of April as Exhibit A and
12 the month of May as Exhibit B. So, I want you to
13 take a look at that. And how many hours a day does
14 that form say you were providing services to your
15 brother in April of 2015?

16 A 480.

17 MR. DOVITZ: Per day the question
18 was; right?

19 BY MR. JENNINGS:

20 Q So, 480 for the month, but how many were you doing
21 each day? Does it say 16 hours per day right under
22 the 480?

23 A Yeah.

24 Q At this time were you still going to work for eight
25 hours a day and then sleeping for five to six hours a

1 day?

2 A Yeah.

3 Q How many hours are in a day?

4 A Twenty-four.

5 Q So, if you were at work for eight hours a day and
6 let's just say you were sleeping for five hours a
7 day, that's 13 hours; right?

8 A Uh-huh.

9 Q So, how were you able to provide care to your brother
10 for 16 hours a day if you were gone doing other
11 things for 13 hours in a day?

12 MR. DOVITZ: I'll object to the
13 extent that you haven't established where he was
14 sleeping at.

15 MR. JENNINGS: Well, he said he went
16 home and slept.

17 MR. DOVITZ: Did he? I didn't
18 remember him saying home.

19 MR. JENNINGS: He said that when he
20 was talking about February.

21 A I don't know.

22 BY MR. JENNINGS:

23 Q All right. So looking at this form, is that your
24 signature at the bottom?

25 A Yeah.

1 Q And did you review this document before you signed
2 it?

3 A Yeah.

4 Q And when you reviewed the document, did you know that
5 you didn't provide 16 hours a day of service to your
6 brother?

7 A At the time it was just so much going on.

8 Q So, you weren't paying attention to what was going on
9 on this form, you just signed it?

10 A Yeah, I was just trying to help my brother out as
11 much as I could.

12 Q Okay. This is Exhibit B for May of 2015. And how
13 many hours a day were you providing services to your
14 brother according to this form?

15 A Sixteen.

16 Q And you were still working the eight hours a day at
17 this time?

18 A Yeah.

19 Q And you were still sleeping five to six hours a
20 night?

21 A Yep.

22 Q So, in addition to these attendant care services that
23 you were providing to your brother for a period of
24 time after the accident, you also provided what's
25 called replacement services to your brother. Does

1 that ring a bell?

2 A Yeah.

3 Q And what's your understanding of what replacement
4 services is?

5 A I don't know.

6 Q Okay. So, the things that you described that you do
7 in your job --

8 A Yeah.

9 Q -- those would be more similar to attendant care in
10 terms of what you do at your job in terms of helping
11 people get dressed, transfers, all of that kind of
12 stuff. It's more of a personal type of care so to
13 speak, that you're actually giving to a person rather
14 than replacement service or sometimes called a
15 household services.

16 A Right. Yeah.

17 Q So, did you also provide household services to your
18 brother?

19 A Yes.

20 Q And for what period of time did you provide household
21 services?

22 A When I was there. It just depends on what needed to
23 be done or if he asked me to do something, I did it.

24 Q Did you provide household services in a similar
25 period of time from September of 2014 until the time

1 that he moved?

2 A Yes.

3 Q Out of Rochester in July of 2015?

4 A Yes.

5 Q Did you perform services at his house or for him
6 every day of the week?

7 A Yes, when I came to visit.

8 Q So, you haven't provided any household services to
9 him since July of 2015?

10 A Right.

11 Q So, I'm going to mark this as Exhibit C.

12 (Whereupon Deposition Exhibit No. C
13 was marked by the court reporter.)

14 BY MR. JENNINGS:

15 Q Just so we're clear, you just testified that you did
16 not provide any household services to your brother
17 after July of 2015?

18 A Right.

19 Q So, I'm going to hand you three documents that are
20 household service logs for August of 2015, September
21 of 2015, and October of 2015. Are those your
22 signatures at the bottom of those documents?

23 A No.

24 Q It's not your signature?

25 A No.

1 Q Whose signature --

2 A I don't know.

3 Q So, you didn't sign those documents?

4 A No.

5 Q Did you fill those documents out?

6 A No.

7 Q Let me do it this way. So, I'm going to hand you a
8 series of documents that are replacement service logs
9 spanning from September of 2014 through July of 2015
10 and I'm going to mark them as Exhibit D.

11 (Whereupon Deposition Exhibit No. D
12 was marked by the court reporter.)

13 BY MR. JENNINGS:

14 Q I want you to go through this set of documents and
15 tell me whether these are your signatures.

16 A Okay. Yes.

17 Q So, those are your signatures, and that would be
18 consistent with your testimony that you provided
19 services to your brother from September of 2014
20 through July of 2015 until the time that he moved
21 back to or out of Rochester?

22 A Yes.

23 MR. JENNINGS: I have nothing
24 further.

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E X A M I N A T I O N

BY MR. DOVITZ:

Q Do you recall your brother going out to a facility out in Livonia for a while in the wintertime?

A Yeah.

Q And were you providing services for him up to that point?

A Yeah.

Q When he was at that facility out in Livonia, were you providing services then?

A No.

Q Do you recall him coming back from that facility?

A Yeah.

Q And did you resume providing services for him after that point?

A Yes.

MR. DOVITZ: I don't think I have anything further.

MR. JENNINGS: We're all set. I appreciate you coming in.

THE WITNESS: Thank you.

(Deposition concluded at 1:25 p.m.)

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CERTIFICATE OF NOTARY

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, Julie A. Catka, the undersigned, do hereby certify that the witness, whose attached deposition was taken before me in the above-entitled matter, was first duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the foregoing questions were asked and the foregoing answers were made by the witness, which were duly recorded by me stenographically and by me later reduced to typewritten form by computer-assisted transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I do further certify that I am not interested, directly or indirectly, in the matter of controversy or the outcome thereof.

In witness thereof, I have hereunto set my hand this 8th day of January, 2016.

Julie A. Catka, (CSR-6530)
Certified Shorthand Reporter
Notary Public, Wayne County, Michigan
My commission expires: October 3, 2018.

Your Name: Kalvin Candler Claim No. AC 5155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 512 Tamarack Dr, Oakland, MI 48363
 Service Provider's Telephone Number: (248) 303-5356 Provider's SS No.: _____
 Describe specifically what services were provided:

- | | | | | |
|----------------------|-------------------------------------|--------------------------|-------------------------------------|----------------------|
| 1. Showering/Bathing | <input checked="" type="checkbox"/> | Hygiene | <input checked="" type="checkbox"/> | Transportation* |
| 3. Dressing | <input checked="" type="checkbox"/> | In-Home Therapy | <input checked="" type="checkbox"/> | Personal Assistance |
| 2. Feeding | <input checked="" type="checkbox"/> | Disbursement of Medicine | <input checked="" type="checkbox"/> | Other (must specify) |
| | <input checked="" type="checkbox"/> | Supervision/Monitoring | | |

*transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

Indicate on the following calendar what services (by letter) were performed on which dates and for how many hours services were rendered each day.*

Month: April 2015

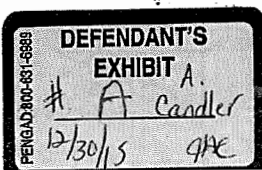
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			¹ D, E, F G, I	² D, E, F G, I	³ D, E, F G, I	⁴ D, E, F G, I
⁵ D, E, F G, I	⁶ D, E, F G, I	⁷ D, E, F G, I	⁸ D, E, F G, I	⁹ D, E, F G, I	¹⁰ D, E, F G, I	¹¹ D, E, F G, I
¹² D, E, F G, I	¹³ D, E, F G, I	¹⁴ D, E, F G, I	¹⁵ D, E, F G, I	¹⁶ D, E, F G, I	¹⁷ D, E, F G, I	¹⁸ D, E, F G, I
¹⁹ D, E, F G, I	²⁰ D, E, F G, I	²¹ D, E, F G, I	²² D, E, F G, I	²³ D, E, F G, I	²⁴ D, E, F G, I	²⁵ D, E, F G, I
²⁶ D, E, F G, I	²⁷ D, E, F G, I	²⁸ D, E, F G, I	²⁹ D, E, F G, I	³⁰ D, E, F G, I		

Total hours:
480

Signature: Andrew Candler

Date: 4-30-15

16 hr per day
 x 30 days =
 \$15.00 per hr =
 \$ 7200.00



Your Name: Kevin Candler Claim No. AP 9155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 512 Tamarack, Dr MI 48363
 Service Provider's Telephone Number: (419) 303-5356 Provider's SS No.: - - 9898
 Describe specifically what services were provided:

- A. Showering/Bathing
- B. Dressing
- C. Feeding
- D. Hygiene
- E. In-Home Therapy
- F. Disbursement of Medicine
- G. Supervision/Monitoring
- H. Transportation*
- I. Personal Assistance
- J. Other (must specify)

* transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

Indicate on the following calendar what services (by letter) were performed on which dates and for how many total hours services were rendered:

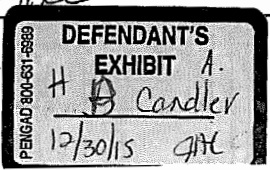
Month: May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					¹ D E F G I	² D E F G I
³ D, E, F G, I	⁴ D E F G I	⁵ D E F G I	⁶ D E F G I	⁷ D E F G I	⁸ D E F G I	⁹ D E F G I
¹⁰ D, E, F G, I	¹¹ D, E, F G, I	¹² D, E, F G, I	¹³ D, E, F G, I	¹⁴ D, E, F G, I	¹⁵ D, E, F G, I	¹⁶ D, E, F G, I
¹⁷ D, E, F G, I	¹⁸ D, E, F G, I	¹⁹ D, E, F G, I	²⁰ D, E, F G, I	²¹ D, E, F G, I	²² D, E, F G, I	²³ D E F G I
²⁴ D, E, F G, I	²⁵ D, E, F G, I	²⁶ D E F G, I	²⁷ D, E, F G, I	²⁸ D, E, F G, I	²⁹ D, E, F G, I	³⁰ D E F G I
³¹ D, E, F G, I						
						Total hours: 496

Signature: Andrew Candler

Date: 5-31-15

31 days x
16 hrs per day
= \$ 15.00 per hr
= \$ 7440.00
Nov 16 15 04:56g



REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC 5155

Helper: Andrew Candler Helper's SSN: 9898

Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

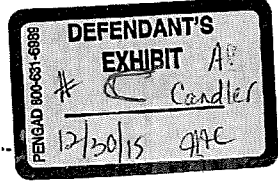
Month & Year: August 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D O	Q B C D L	Q B C D L	Q L B C D	Q B C D O	Q B C D L
Q B C D L	Q C L B D	Q C O B D	Q D L B	Q B C D L	Q B D L C	Q C O B D
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L
Q C B D	Q L C D B O	Q B O C D	Q B L C D	Q B C D L K	Q B C L B D	Q C O B D
Q B L C D	Q B C D B O	Q B L C D	X	X	X	X

Helper's Signature: Andrew Candler Date: 8/31/15

miattorneys.com (more forms available on the website)

31 days @ \$20.00 =
\$620.00



HOUSING SERVICES STATEMENT

Your Name: Kevin Candler Claim No. AC5655

Service Provider's Name: Andrew Candler

Service Provider's Address: 372 Ramrock Dr Oakland MI 48363

Service Provider's Telephone Number: 248 303-5356 Provider's SS No.: - - 4898

Describe specifically what services were provided:

- A. Vacuuming
- B. Dusting
- C. Cooking
- D. Dishwashing
- E. Making beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery shopping
- L. Taking out garbage
- M. Sweeping
- N. Running errands (be specific)
- O. Child Care
- P. Home Repairs (be specific)
- Q. Window washing
- R. Misc. _____

Indicate on the following calendar what services (by letter) were performed on which dates:

Month: September 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		¹ ABC E H D F G	² C D E M N Q	³ Q B C D L	⁴ Q B C D L	⁵ A B C D O
⁶ Q B C D L	⁷ Q D B C K	⁸ Q L L B D	⁹ Q C O B D	¹⁰ Q C B L D	¹¹ Q B C D	¹² Q C D L B
¹³ Q E O B D	¹⁴ Q C D L B	¹⁵ Q C D B K	¹⁶ Q B D L C	¹⁷ Q C O B D	¹⁸ Q L B C D	¹⁹ Q D B C O
²⁰ Q C D L B	²¹ Q K B C D	²² Q B C D L	²³ Q B C D O	²⁴ Q B C D L	²⁵ Q C D O B	²⁶ Q B C L O
²⁷ Q B D L C	²⁸ Q B C D K O	²⁹ Q B L C D	³⁰ Q B L C D			

Total days:
30 e \$20.00 =

Signature: Andrew Candler Date: 9-30-15

\$600.00

Your Name: Valvin Candler Claim No: AC6155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 372 Tamarack dr, Oakland MT 48363
 Service Provider's Telephone Number: 248-303-5356 Provider's SS No.: - - 9898
 Describe specifically what services were provided:

- | | | |
|----------------|-----------------------|----------------------------------|
| A. Vacuuming | G. Laundry | M. Sweeping |
| B. Dusting | H. Changing Linens | N. Running errands (be specific) |
| C. Cooking | I. Snow Shoveling | O. Child Care |
| D. Dishwashing | J. Grass Cutting | P. Home Repairs (be specific) |
| E. Making beds | K. Grocery shopping | Q. Window washing |
| F. Ironing | L. Taking out garbage | R. Misc. _____ |

Indicate on the following calendar what services (by letter) were performed on which dates:

Month: October 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				¹ QB CDL	² QBC DO	³ QDBC L
⁴ QBCD K	⁵ QL BCD	⁶ QOB CD	⁷ QLBC D	⁸ BQC D	⁹ QCL BD	¹⁰ Q.C OBD
¹¹ QCD LB	¹² Q BCD K	¹³ QBD CC	¹⁴ QC OBD	¹⁵ QL BCD	¹⁶ QD BCO	¹⁷ QCD LB
¹⁸ QK BCD	¹⁹ QBCD L	²⁰ QBCD O	²¹ QBCD L	²² QC DB	²³ QLB CD	²⁴ QB OCD
²⁵ QB LCD	²⁶ QCD BK	²⁷ QBE LD	²⁸ QC OBD	²⁹ QB LCD	³⁰ QDK BCO	³¹ QB LCD
						Total days: 31 c. \$20.00 \$ 620.00

Signature: Andrew Candler

Date: 10-31-15

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

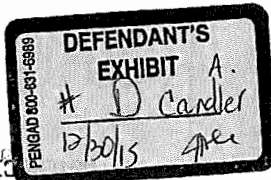
Month & Year: September 2014

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
					K, B, C D Q O	B, C, D M Q L
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
B, C, D Q G	B, C, D LQ	B, C, D Q O	B, C, D LQ	B, C, D Q G	B, C, D LQ	B, C, D Q O
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
B, C, D LQ	B, C, D Q G	B, C, D LQO	B, C, D Q K	B, C, D LQO	B, C, D Q G	B, C, D LQ
Date 29	Date 30					
B, C, D Q, G	B, C, D LQ, O		X	X	X	X

Helper's Signature: Andrew Candler Date: 9-30-14

mautoattorneys.com (more forms available on the website)

18 days @ \$20.00
\$360.00



REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Calvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: October 2014

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q L BCD	Q BCD O	Q C BLD	Q D BCK	Q D CLB	Q BO C D	Q CL BD
Q BCD O	Q DL CB	Q B BK	Q B CL	Q BC OD	Q C LD	Q C BD
Q L BCD	Q B DCO	Q B CDL	Q C BD	Q CL BD	Q B CDK	Q CL BD
Q BCD	Q B EDL	Q BO CDO	Q C LAK	Q B CD	Q B LD	Q C OD
Q CL BD	Q C BD	Q C BDL	X	X	X	X

Helper's Signature: Andrew Candler Date: 10-31-14

miautoattorney.com (more forms available on the website)

31 days x \$20.00
 \$620.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Calvin Candler Claim #: AC 5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: November 2014

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q C B D O	Q B C D L K	Q C B D	Q B L C D	Q C D O	Q C B D C B D L
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B C D	Q C L B D	Q C B D O	Q C B D L	Q B C D K	Q B C D L	Q B D C O
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q C L B D	Q C B D O	Q B L C D	Q C B D K	Q C D B L	Q C D O	Q C B L C B D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q C B D	Q D B C L	Q B O C D O	Q C L B D	Q C D B K	Q C B D O	Q P C B P C
Date 29	Date 30					
Q B C D L	Q D K B C O		X	X	X	X

Helper's Signature: Andrew Candler Date: 11-30-14

mauroatto@neys.com (more forms available on the website)

30 days x \$20.00 =
\$600.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- G. Laundry
- M. Moving Things
- B. Cleaning
- H. Changing Linens
- N. Home Repairs
- C. Cooking
- I. Snow Shoveling
- O. Driving or Running Errands
- D. Dishwashing
- J. Grass Cutting
- P. Child Care
- E. Making Beds
- K. Grocery Shopping
- Q. Pet Care
- F. Ironing
- L. Taking Out Garbage
- R. Misc.: _____

Month & Year: December 2014

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q D B C D B C	Q D B C D B C L	Q B C D B C D L	Q L B C D	Q C O B D	Q B C L B C D
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B D Q C D	Q C L B D	Q C O B D	Q D L B	Q B D B C L	Q B D L C	Q C O B D
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q C B D	Q L B C D L B C D	Q B O C D	Q B L C D	Q B C D K	Q B C L B C D	Q C O B D
Date 29	Date 30	31				
Q B L C D	Q B D K B C O	Q B L C D	⊗	⊗	⊗	⊗

Helper's Signature: Andrew Candler Date: 12-31-14

miauroattor:neys.com (more forms available on the website)

31 days x \$20.00 =
\$620.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: January 2015

Sun	Mon	Tue	Wed	Thu	Fri	SAT
Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
B C D B C D	C D C D K	Q D B O L C D	B Q C D	C D L B Q	B C Q B D	B D L C Q
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
B C D B C Q	L D B C Q	C D B D Q	B D L C K Q	B C D Q	B L C D Q	B Q C D Q
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
L D B C Q	B C D B C D	L Q B D Q	B Q C D Q	C D Q B D L	B C Q K D Q	B Q C D L
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
B C D B C Q	Q D B C L	Q D K C	B Q A D L	C B D Q	B L C D Q	B C D Q
Date 29	Date 30	31				
L Q B C D	Q D B C	Q D K C	X	X	X	X

Helper's Signature: Andrew Candler Date: 1-31-15

mlautoattorneys.com (more forms available on the website)

31 days x \$20.00 =
\$620.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- G. Laundry
- M. Moving Things
- B. Cleaning
- H. Changing Linens
- N. Home Repairs
- C. Cooking
- I. Snow Shoveling
- O. Driving or Running Errands
- D. Dishwashing
- J. Grass Cutting
- P. Child Care
- E. Making Beds
- K. Grocery Shopping
- Q. Pet Care
- F. Ironing
- L. Taking Out Garbage
- R. Misc.: _____

Month & Year: February 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D O	Q B C D L	Q B C D K	Q L B C D	Q B C O B D	Q B C L B D
Q B C Q C D	Q C L B D	Q C O B D	Q C D L B	Q C D B C K	Q B D L C	Q C O B D
Q L B C D						
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Date 29	Date 30	31				
			X	X	X	X

Helper's Signature: Andrew Candler Date: 2/28/15

maiautoattorneys.com (micro forms available on the website)

15 days x \$20.00 =
\$ 300.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC 5155
 Helper: Andrew Candler Helper's SSN: 9398
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: April 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D O	Q B C D L	Q B C D K	Q L B C D	Q C O B D	Q B C L B D
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B D O C	Q C L B D	Q C O B D	Q D L B	Q B C D B K	Q B D L C	Q C O B D
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q B B D	Q B C D L B C D	Q B O C D	Q B L C D	Q B C D B K	Q B C L B D	Q C O B D
Date 29	Date 30	31				
Q B L C D	Q B C D B O		X	X	X	X

Helper's Signature: Andrew Candler Date: 4/30/15

miauto.com (more forms available on the website)

30 day e. \$20.00

\$6000

Part 02

REPLACEMENTS

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155

Helper: Andrew Candler Helper's SSN: 9898

Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: May 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D B C	Q B C D B C	Q B C D B C	Q L B C D	Q C O B D	Q B C L B C
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B C Q C D	Q C L B D	Q C O B D	Q D L B	Q B C B C K	Q B D L C	Q C O B D
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q C B D	Q L B C D	Q B O C D	Q B L C D	Q B C D	Q B C L B C	Q C O B D
Date 29	Date 30	31				
Q B L C D	Q B C B O	Q B L C D	X	X	X	X

Helper's Signature: Andrew Candler Date: 5/31/15

miauto.com (more forms available on the website)

3 days @ \$20.00 =

\$60.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC 5155
 Helper: Andrew Candler Helper's SSN: 9398
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- B. Cleaning
- C. Cooking
- D. Dishwashing
- E. Making Beds
- F. Ironing
- G. Laundry
- H. Changing Linens
- I. Snow Shoveling
- J. Grass Cutting
- K. Grocery Shopping
- L. Taking Out Garbage
- M. Moving Things
- N. Home Repairs
- O. Driving or Running Errands
- P. Child Care
- Q. Pet Care
- R. Misc.: _____

Month & Year: June 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D B C	Q B C D B L	Q B C D K	Q L B C D	Q C O B D	Q B C L B D
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B C Q C D	Q C L B D	Q C O B D	Q D L B	Q B C B K	Q B D L C	Q C O B D
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q B C B C	Q B C D L B C D	Q B O C D	Q B L C D	Q B C D B K	Q B C L B D	Q C O B D
Date 29	Date 30	31				
Q B C L C D	Q B C K B C O		X	X	X	X

Helper's Signature: Andrew Candler Date: 6/30/15

mfatutoattorneys.com (more forms available on the website)

30 days @ \$20.00 =

\$600.00

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- G. Laundry
- M. Moving Things
- B. Cleaning
- H. Changing Linens
- N. Home Repairs
- C. Cooking
- I. Snow Shoveling
- O. Driving or Running Errands
- D. Dishwashing
- J. Grass Cutting
- P. Child Care
- E. Making Beds
- K. Grocery Shopping
- Q. Pet Care
- F. Ironing
- L. Taking Out Garbage
- R. Misc: _____

Month & Year: July 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D B C	Q B C D B C	Q B C D B C	Q L B C D	Q C D B C	Q B C L B C D
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B C D B C	Q C L B C	Q C D B C	Q D L B C	Q B C D B C	Q B C L C	Q C D B C
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q B C D B C	Q B C D L B C D	Q B D C D	Q B L C D	Q B C D B C	Q B C L B C D	Q C D B C
Date 29	Date 30	31				
Q B C L C D	Q B C D D B C	Q B L C D	⊗	⊗	⊗	⊗

Helper's Signature: Andrew Candler Date: 7/31/15

mialtkortforneys.com (more forms available on the website)

3 days @ \$20.00 =
\$ 60.00

EXHIBIT G

Claim: AC-0000132891



Pol: ASN9999999 | Ins: KALVIN CANDLER | DoL: 09/12/2014 | St: Open | Claim Number: AC-0000132891 | Adj: Patricia Thelen (Assigned Claims Users)

3/2024 3:44:10 PM

Candler MSD 221

Financials (Total Incurred: \$157,783.47): Checks

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22534325	DATA SURVEYS INC	-	02/05/2015	02/05/2015	Stopped	
22534933	JANE DOE INVESTIGATIONS INC	\$1,091.80	03/02/2015	03/02/2015	Cleared	
22538369	JANE DOE INVESTIGATIONS INC	\$2,711.25	06/02/2015	06/02/2015	Cleared	
22542203	FIRST RECOVERY GROUP LLC	\$1,537.57	08/25/2015	08/25/2015	Cleared	
22542215	AUTO RX	\$216.22	08/25/2015	08/25/2015	Cleared	
22542786	NORTHLAND RADIOLOGY INC	\$4,522.68	09/03/2015	09/03/2015	Cleared	
22542788	NORTHLAND RADIOLOGY INC	\$3,795.81	09/03/2015	09/03/2015	Cleared	
22542789	MICHIGAN SPINE & PAIN	\$402.94	09/03/2015	09/03/2015	Cleared	
22542790	MICHIGAN SPINE & PAIN	\$1,064.46	09/03/2015	09/03/2015	Cleared	
22542782	M1 IMAGING	\$3,724.00	09/03/2015	09/03/2015	Cleared	
22542783	LIFE CARE PHARMACY	\$129.74	09/03/2015	09/03/2015	Cleared	
22542784	MICHIGAN SPINE & PAIN	\$251.45	09/03/2015	09/03/2015	Cleared	
22542785	NORTHLAND RADIOLOGY INC	\$100.00	09/03/2015	09/03/2015	Cleared	
22542972	MICHIGAN SPINE & PAIN	\$318.00	09/04/2015	09/04/2015	Cleared	
22542973	MICHIGAN SPINE & PAIN	\$212.00	09/04/2015	09/04/2015	Cleared	
22542974	MICHIGAN SPINE & PAIN	\$201.45	09/04/2015	09/04/2015	Cleared	
22542975	VISION SPECIALISTS BIRMINGHAM	\$680.36	09/04/2015	09/04/2015	Cleared	
22542976	VISION SPECIALISTS BIRMINGHAM	\$308.93	09/04/2015	09/04/2015	Cleared	

Claim: AC-0000132891



Pol: ASN9999999 | Ins: KALVIN CANDLER | DoL: 09/12/2014 | St: Open | Claim Number: AC-0000132891 | Adj: Patricia Thelen (Assigned Claims Users)

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22542977	MICHIGAN SPINE & PAIN	\$201.45	09/04/2015	09/04/2015	Cleared	
22542979	MICHIGAN SPINE & PAIN	\$201.45	09/04/2015	09/04/2015	Cleared	

3/2024 3:44:31 PM

Candler MSD 222

Claim: AC-0000132891

3/2024 3:44:42 PM

Candler MSD 223

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22542980	NORTHLAND RADIOLOGY INC	\$9,786.46	09/04/2015	09/04/2015	Cleared	
22542981	MICHIGAN SPINE & PAIN	\$201.45	09/04/2015	09/04/2015	Cleared	
22542983	LIFE CARE PHARMACY	\$1,400.87	09/04/2015	09/04/2015	Cleared	
22542985	INFINITI LABS INC	\$115.60	09/04/2015	09/04/2015	Cleared	
22542986	ADVANCED PAIN BILLING LLC	\$195.00	09/04/2015	09/04/2015	Cleared	
22543064	MICHIGAN SPINE & PAIN	\$212.00	09/08/2015	09/08/2015	Cleared	
22543065	MICHIGAN SPINE & PAIN	\$212.00	09/08/2015	09/08/2015	Cleared	
22543066	REYNOLDS ASSOCIATES PC	\$58.00	09/08/2015	09/08/2015	Cleared	
22543067	REYNOLDS ASSOCIATES PC	\$32.39	09/08/2015	09/08/2015	Cleared	
22543068	REYNOLDS ASSOCIATES PC	\$33.00	09/08/2015	09/08/2015	Cleared	
22543069	REYNOLDS ASSOCIATES PC	\$56.00	09/08/2015	09/08/2015	Cleared	
22543070	REYNOLDS ASSOCIATES PC	\$75.27	09/08/2015	09/08/2015	Cleared	
22543071	REYNOLDS ASSOCIATES PC	\$36.00	09/08/2015	09/08/2015	Cleared	
22543072	REYNOLDS ASSOCIATES PC	\$49.31	09/08/2015	09/08/2015	Cleared	
22543073	REYNOLDS ASSOCIATES PC	\$32.54	09/08/2015	09/08/2015	Cleared	
22543075	REYNOLDS ASSOCIATES PC	\$70.00	09/08/2015	09/08/2015	Cleared	

Claim: AC-0000132891

3/2024 3:44:42 PM

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22542987	AFFILIATED DIAGNOSTIC OF	\$12,652.02	09/10/2015	09/10/2015	Cleared	
22543306	COMPREHENSIVE RX	\$442.88	09/10/2015	09/10/2015	Cleared	
22543308	COMPREHENSIVE RX	\$854.06	09/10/2015	09/10/2015	Cleared	
22543309	COMPREHENSIVE RX	\$928.44	09/10/2015	09/10/2015	Cleared	

Candler MSD 224

Claim: AC-0000132891

3/2024 3:44:42 PM

Candler MSD 225

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22543310	COMPREHENSIVE RX	\$1,015.00	09/10/2015	09/10/2015	Cleared	
22543311	COMPREHENSIVE RX	\$1,044.96	09/10/2015	09/10/2015	Cleared	
22543312	COMPREHENSIVE RX	\$901.94	09/10/2015	09/10/2015	Cleared	
22543516	ONE ON ONE PHYSICAL	\$36.53	09/15/2015	09/15/2015	Cleared	
22543518	ONE ON ONE PHYSICAL	\$268.91	09/15/2015	09/15/2015	Cleared	
22543520	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543522	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543527	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543528	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543529	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543530	ONE ON ONE PHYSICAL	\$290.16	09/15/2015	09/15/2015	Cleared	
22543531	ONE ON ONE PHYSICAL	\$290.16	09/15/2015	09/15/2015	Cleared	
22543532	ONE ON ONE PHYSICAL	\$247.66	09/15/2015	09/15/2015	Cleared	
22543955	MANAGEABILITY IME INC	\$1,550.00	09/23/2015	09/23/2015	Cleared	
22544378	MANAGEABILITY IME INC	\$400.00	09/25/2015	09/25/2015	Cleared	
22546445	ONE ON ONE PHYSICAL	\$290.16	11/16/2015	11/16/2015	Cleared	
22546446	ONE ON ONE PHYSICAL	\$247.66	11/16/2015	11/16/2015	Cleared	
22546447	MICHIGAN SPINE & PAIN	\$476.00	11/16/2015	11/16/2015	Cleared	
22546450	KEYYAN MEDICAL PLLC	\$588.11	11/16/2015	11/16/2015	Cleared	
22546551	KEYYAN MEDICAL PLLC	\$216.37	11/19/2015	11/19/2015	Cleared	

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22546552	KEYYAN MEDICAL PLLC	\$367.74	11/19/2015	11/19/2015	Cleared	
22546583	VISION SPECIALISTS BIRMINGHAM	\$100.00	11/19/2015	11/19/2015	Cleared	
22546584	MANAGEABILITY IME INC	\$1,385.00	11/19/2015	11/19/2015	Cleared	
22546871	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546872	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546873	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546874	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546875	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546876	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546877	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546878	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546879	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546880	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546881	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546882	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546883	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546884	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546885	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546886	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546887	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	

Claim: AC-0000132891

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Candler MSD 227

Check Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
22546888	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546889	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546890	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546891	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546892	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546893	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22546894	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546895	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546896	ONE ON ONE PHYSICAL	\$76.50	12/02/2015	12/02/2015	Cleared	
22546897	ONE ON ONE PHYSICAL	\$38.25	12/02/2015	12/02/2015	Cleared	
22547047	ONE ON ONE PHYSICAL	\$38.25	12/07/2015	12/07/2015	Cleared	
22547048	VHS DETROIT RECEIVING HOSPITAL	\$9,154.84	12/07/2015	12/07/2015	Cleared	
22547334	ASSOCIATE FOOT ORTHO HEALTH CENTER	\$70.36	12/15/2015	12/15/2015	Cleared	

Financials (Total Incurred: \$157,783.47): Recovery Checks

EXHIBIT H

REPLACEMENT SERVICES (Household Chores etc.)

Injured Person: Halvin Candler Claim #: AC5155
 Helper: Andrew Candler Helper's SSN: 9898
 Helper's Address: _____

Put down in the calendar what services (by letter) were provided:

- A. Vacuuming
- G. Laundry
- M. Moving Things
- B. Cleaning
- H. Changing Linens
- N. Home Repairs
- C. Cooking
- I. Snow Shoveling
- O. Driving or Running Errands
- D. Dishwashing
- J. Grass Cutting
- P. Child Care
- E. Making Beds
- K. Grocery Shopping
- Q. Pet Care
- F. Ironing
- L. Taking Out Garbage
- R. Misc.: _____

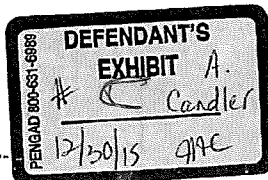
Month & Year: August 2015

Date 1	Date 2	Date 3	Date 4	Date 5	Date 6	Date 7
Q B C D L	Q B C D B C	Q B C D B C	Q B C D K B C D	Q L B C D	Q C O B D	Q B C L B C D
Date 8	Date 9	Date 10	Date 11	Date 12	Date 13	Date 14
Q B C D Q C D	Q C L B D	Q C O B D	Q D L B	Q C D B C K	Q B D L C	Q C O B D
Date 15	Date 16	Date 17	Date 18	Date 19	Date 20	Date 21
Q L B C D	Q D B C O	Q C D L B	Q K B C D	Q B C D L	Q B C D O	Q B C D L B C D
Date 22	Date 23	Date 24	Date 25	Date 26	Date 27	Date 28
Q B C B D	Q L B D L B D	Q B O C D	Q B L C D	Q C B C D	Q B C L B C D	Q C O B D
Date 29	Date 30	31				
Q B C L C D	Q B C D K B C O	Q B L C D	X	X	X	X

Helper's Signature: Andrew Candler Date: 8/31/15

mlautoattorneys.com (more forms available on the website)

31 days \$20.00 = \$620.00



HOUSEHOLD SERVICES STATEMENT

Your Name: Kevin Candler Claim No. AC5655
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 372 Tamrock Dr Oakland MI 48369
 Service Provider's Telephone Number: 248 303-5356 Provider's SS No.: - - 4898
 Describe specifically what services were provided:

- | | | |
|----------------|-----------------------|----------------------------------|
| A. Vacuuming | G. Laundry | M. Sweeping |
| B. Dusting | H. Changing Linens | N. Running errands (be specific) |
| C. Cooking | I. Snow Shoveling | O. Child Care |
| D. Dishwashing | J. Grass Cutting | P. Home Repairs (be specific) |
| E. Making beds | K. Grocery shopping | Q. Window washing |
| F. Ironing | L. Taking out garbage | R. Misc. _____ |

Indicate on the following calendar what services (by letter) were performed on which dates:

Month: September 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		¹ ABC E H D F G	² C D E M N Q	³ Q B C D L	⁴ Q B C D L	⁵ A B C D O
⁶ Q B C D L	⁷ Q D B C K	⁸ Q L L B D	⁹ Q C O B D	¹⁰ Q C B L D	¹¹ Q B C D	¹² Q C D L B
¹³ Q C O B D	¹⁴ Q C D L B	¹⁵ Q C D B K	¹⁶ Q B D L C	¹⁷ Q C O B D	¹⁸ Q L B C D	¹⁹ Q D B C O
²⁰ Q C D L B	²¹ Q K B C D	²² Q B C D L	²³ Q B C D O	²⁴ Q B C D L	²⁵ Q C D O B	²⁶ Q B C L O
²⁷ Q B D L C	²⁸ Q B C D K O	²⁹ Q B L C D	³⁰ Q B L C D			

Total days:
30 e \$30.00 =

Signature: Andrew Candler Date: 9-30-15

\$600.00

Your Name: Valvin Candler Claim No: AC 5155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 372 Tamarack dr, Oakland MT 48363
 Service Provider's Telephone Number: (409) 303-5356 Provider's SS No.: - - 9898
 Describe specifically what services were provided:

- | | | |
|----------------|-----------------------|----------------------------------|
| A. Vacuuming | G. Laundry | M. Sweeping |
| B. Dusting | H. Changing Linens | N. Running errands (be specific) |
| C. Cooking | I. Snow Shoveling | O. Child Care |
| D. Dishwashing | J. Grass Cutting | P. Home Repairs (be specific) |
| E. Making beds | K. Grocery shopping | Q. Window washing |
| F. Ironing | L. Taking out garbage | R. Misc. _____ |

Indicate on the following calendar what services (by letter) were performed on which dates:

Month: October 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				¹ QB CDL	² QBC DO	³ QDBC L
⁴ QBCD K	⁵ QL BCD	⁶ QOB CD	⁷ QLBC D	⁸ BQC D	⁹ QCL BD	¹⁰ Q.C OBD
¹¹ QCD LB	¹² Q BCD K	¹³ QBD CC	¹⁴ QC OBD	¹⁵ QL BCD	¹⁶ QD BCO	¹⁷ QCD LB
¹⁸ QK BCD	¹⁹ QBCD L	²⁰ QBCD O	²¹ QBCD L	²² QC DB	²³ QLB CD	²⁴ QB OCD
²⁵ QB LCD	²⁶ QCD BK	²⁷ QBE LID	²⁸ QC OBD	²⁹ QB LCD	³⁰ QDK BCO	³¹ QB LCD
						Total days: <u>31</u> @ \$20.00 \$620.00

Signature: Andrew Candler

Date: 10-31-15

EXHIBIT I

ALLEN DMT CARE STATEMENT

Your Name: Halvin Candler Claim No. AL 5155

Service Provider's Name: Andrew Candler

Service Provider's Address: 372 Tamarack Dr, Oakland MI 48363

Service Provider's Telephone Number: 248 303-5356 Provider's SS No.: - - 9898

Describe specifically what services were provided:

- A. Showering/Bathing
- B. Dressing
- C. Feeding
- D. Hygiene
- E. In-Home Therapy
- F. Disbursement of Medicine
- G. Supervision/Monitoring
- H. Transportation*
- I. Personal Assistance
- J. Other (must specify)

transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

*Indicate on the following calendar what services (by letter) were performed on which dates and for how many hours services were rendered each day.**

Month: February 2015

DEFENDANT'S EXHIBIT #9 Candler 12/30/15 JAC

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
ABC JFG (3)	² ABC DFG (3)	³ ABC DFG (3)	⁴ ABC DFG (3)	⁵ ABC DFG (3)	⁶ ABC DFG (24)	⁷ ABC DFG (24)
ABC DG (24)	⁹ ABC DG (24)	¹⁰ ABC DG (24)	¹¹ ABC DG (24)	¹² ABC DG (24)	¹³ ABC DG (24)	¹⁴ ABC DG (24)
⁵ ABC DG (24)	16	17	18	19	20	21
	23	24	25	26	27	28

Total hours: 255 e \$15.00 =

nature: Andrew Candler

Date: 2-28-15

\$ 3825.00

Your Name: Kevin Candler Claim No. AC 5155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 512 Tamarack Dr, Oakland, MI 48363
 Service Provider's Telephone Number: (410) 303-5356 Provider's SS No.: _____
 Describe specifically what services were provided:

- | | | | | |
|----------------------|-------------------------------------|--------------------------|-------------------------------------|----------------------|
| 1. Showering/Bathing | <input checked="" type="checkbox"/> | Hygiene | <input checked="" type="checkbox"/> | Transportation* |
| 3. Dressing | <input checked="" type="checkbox"/> | In-Home Therapy | <input checked="" type="checkbox"/> | Personal Assistance |
| 2. Feeding | <input checked="" type="checkbox"/> | Disbursement of Medicine | <input checked="" type="checkbox"/> | Other (must specify) |
| | <input checked="" type="checkbox"/> | Supervision/Monitoring | | |

*transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

Indicate on the following calendar what services (by letter) were performed on which dates and for how many hours services were rendered each day.*

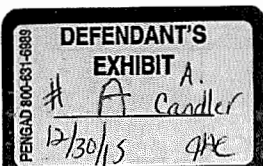
Month: April 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			¹ D, E, F G, I	² D, E, F G, I	³ D, E, F G, I	⁴ D, E, F G, I
⁵ D, E, F G, I	⁶ D, E, F G, I	⁷ D, E, F G, I	⁸ D, E, F G, I	⁹ D, E, F G, I	¹⁰ D, E, F G, I	¹¹ D, E, F G, I
¹² D, E, F G, I	¹³ D, E, F G, I	¹⁴ D, E, F G, I	¹⁵ D, E, F G, I	¹⁶ D, E, F G, I	¹⁷ D, E, F G, I	¹⁸ D, E, F G, I
¹⁹ D, E, F G, I	²⁰ D, E, F G, I	²¹ D, E, F G, I	²² D, E, F G, I	²³ D, E, F G, I	²⁴ D, E, F G, I	²⁵ D, E, F G, I
²⁶ D, E, F G, I	²⁷ D, E, F G, I	²⁸ D, E, F G, I	²⁹ D, E, F G, I	³⁰ D, E, F G, I		
						Total hours: 480

Signature: Andrew Candler

Date: 4-30-15

16 trip per day
 x 30 days =
 \$15.00 per hr =
 \$ 7200.00



Your Name: Kevin Candler Claim No. AP9155
 Service Provider's Name: Andrew Candler
 Service Provider's Address: 312 Tamarack, Dr MI 48363
 Service Provider's Telephone Number: (419) 303-5356 Provider's SS No.: - - 9898
 Describe specifically what services were provided:

- A. Showering/Bathing
- B. Dressing
- C. Feeding
- D. Hygiene
- E. In-Home Therapy
- F. Disbursement of Medicine
- G. Supervision/Monitoring
- H. Transportation*
- I. Personal Assistance
- J. Other (must specify)

*transportation must be to and from medical treatment. Mileage must reflect location & round trip miles.

Indicate on the following calendar what services (by letter) were performed on which dates and for how many *total* hours services were rendered:

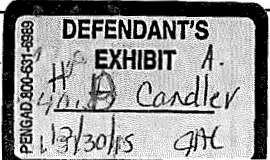
Month: May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					¹ D E F G I	² D E F G I
³ D, E, F G, I	⁴ D E F G I	⁵ D E F G I	⁶ D E F G I	⁷ D E F G I	⁸ D E F G I	⁹ D E F G I
¹⁰ D, E, F G, I	¹¹ D, E, F G, I	¹² D, E, F G, I	¹³ D, E, F G, I	¹⁴ D, E, F G, I	¹⁵ D, E, F G, I	¹⁶ D, E, F G, I
¹⁷ D, E, F G, I	¹⁸ D, E, F G, I	¹⁹ D, E, F G, I	²⁰ D, E, F G, I	²¹ D, E, F G, I	²² D, E, F G, I	²³ D E F G I
²⁴ D, E, F G, I	²⁵ D, E, F G, I	²⁶ D E F G, I	²⁷ D, E, F G, I	²⁸ D, E, F G, I	²⁹ D, E, F G, I	³⁰ D E F G I
³¹ D, E, F G, I						
						Total hours: 496

Signature: Andrew Candler

Date: 5-31-15

31 days x
16 hrs per day
@ \$15.00 per hr =
\$7440.00
Candler MSD 235
Nov 16 15 15.00 91 91 NON



ATTACHMENT 2

Order

Michigan Supreme Court
Lansing, Michigan

June 2, 2023

165131

PORSHA WILLIAMSON and LATESHEA
WILLIAMSON, as Co-Personal Representatives
of the ESTATE OF CHARLES WILLIAMSON,
Plaintiffs-Appellees,

v

AAA OF MICHIGAN,
Defendant-Appellant.

SC: 165131
COA: 357070
Wayne CC: 19-014047-NF

Elizabeth T. Clement
Chief Justice

Brian K. Zahra
David F. Viviano
Richard H. Bernstein
Megan K. Cavanagh
Elizabeth M. Welch
Kyra H. Bolder
Justices

RECEIVED by MSC 2/23/2024 3:44:42 PM

On order of the Court, the application for leave to appeal the September 22, 2022 judgment of the Court of Appeals is considered. We direct the Clerk to schedule oral argument on the application. MCR 7.305(H)(1). The parties shall file supplemental briefs in accordance with MCR 7.312(E), addressing whether MCL 500.3173a(4), the statutory provision governing fraudulent insurance acts in the filing of a claim for no-fault benefits, applies to misrepresentations offered during discovery. See generally *Griffin v Trumbull Ins Co*, 509 Mich 484 (2022); *Haydaw v Farm Bureau Ins Co*, 332 Mich App 719 (2020); *Book-Gilbert v Greenleaf*, 302 Mich App 538 (2013).

The Coalition Protecting Auto No-Fault, the Insurance Alliance of Michigan, and Michigan Defense Trial Counsel, Inc. are invited to file briefs amicus curiae. Other persons or groups interested in the determination of the issue presented in this case may move the Court for permission to file briefs amicus curiae.



t0530

I, Larry S. Royster, Clerk of the Michigan Supreme Court, certify that the foregoing is a true and complete copy of the order entered at the direction of the Court.

June 2, 2023

Clerk