# STATE OF MICHIGAN IN THE SUPREME COURT

#### APPEAL FROM THE COURT OF APPEALS

(MURRAY, C.J. (DISSENTING), METER, AND K. F. KELLY, JJ.)

MECOSTA COUNTY MEDICAL CENTER d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP

MARY FREE BED MEDICAL GROUP (JACOB CARL MYERS),

Plaintiffs-Appellees,

-v-

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendant-Appellant,

-and-

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee.

MECOSTA COUNTY MEDICAL CENTER d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP (JACOB CARL MYERS),

Plaintiffs-Appellees,

-v-

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendant-Appellee,

-and-

Supreme Court Case No. 161628

Court of Appeals Docket No. 345868

Kent County Circuit Court Case No. 17-007407-NF Hon. Dennis B. Leiber

**JOINT APPENDIX** 

VOLUME I

Supreme Court Case No. 161650

Court of Appeals Docket No. 345868

Kent County Circuit Court Case No. 17-007407-NF Hon, Dennis B. Leiber

# STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellant.

MILLER JOHNSON

JOSEPH J. GAVIN (P69529)

Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 Grand Rapids, MI 49507-0306 (616) 831-1700 THE ROSSI LAW FIRM, PLLC

CHRISDON F. ROSSI (P59305)

Attorneys for Metropolitan Group 40950 Woodward Ave., Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

HEWSON & VAN HELLEMONT, P.C. **JORDAN A. WIENER (P70956)** 

Attorneys for State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200

**JOINT APPENDIX** 

VOLUME I

# **TABLE OF CONTENTS**

# VOLUME I

Kent Circuit Court Register of Actions (17-007407-NF)	JA1
Court of Appeals Docket (345868)	JA12
MetLife's October 26, 2017 Motion to Change Venue	JA17
Plaintiffs' November 13, 2017 Response to MetLife's October 26, 2017  Motion to Change Venue	JA23
EXHIBIT 1: Police Report(replaced with a more legible copy)	JA31
EXHIBIT 2: Wayne Circuit Court Register of Actions (17-012213-NF)	JA33
EXHIBIT 3: Person Search Results	JA35
EXHIBIT 4: Plaintiffs' Bills	JA36
December 14, 2017 Order Denying MetLife's Motion to Change Venue	JA37
MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b))	JA39
EXHIBIT 1: Kent Circuit Court Complaint	JA53
EXHIBIT 2: 2003 Mercury Mountaineer VIN 4M2ZU86K43ZJ35334 Title History	JA71
EXHIBIT 3: Certified MetLife Policy	JA75
EXHIBIT 4: Beaumont Health System v State Farm Mut Auto Ins Co, unpublished per curiam opinion of the Court of Appeals, issued November 8, 2016 (Docket Nos. 328291 and 329103)	JA130
EXHIBIT 5: October 21, 2016 Examination Under Oath (Excerpt) of Jo Ann Hyatt	
MetLife's July 26, 2018 Motion for Summary Disposition (based on res judicata)	JA135
EXHIBIT 1: <i>Myers v MetLife</i> – July 19, 2018 Wayne Circuit Order Granting MetLife's MCL 500.3113(b) Motion for Summary Disposition	JA145

# VOLUME II

	sposition	JA147
	EXHIBIT 1: August 27, 2018 Deposition of Jacob Myers	JA174
	EXHIBIT 2: August 27, 2018 Deposition of Morgan Watson	JA190
	EXHIBIT 3: Certified MetLife Policy	omitted; see JA75
	EXHIBIT 4: August 14, 2018 Deposition of Jo Ann Hyatt	JA207
	EXHIBIT 5: October 21, 2016 Examination Under Oath of Morgan Watson	JA222
	EXHIBIT 6: Plaintiffs' Assignments	JA247
	EXHIBIT 7: <i>Middleditch v Irish American Club</i> , unpublished per curiam opinion of the Court of Appeals, issued October 3, 2000 (Docket No. 212406)	JA282
	EXHIBIT 8: <i>Dye v Esurance Prop &amp; Cas Ins Co</i> , 501 Mich 944; 904 NW2d 620 (2017) (order granting leave, in part)	JA286
Sta	te Farm's September 6, 2018 Motion for Summary Disposition	JA287
	EXHIBIT 1 – <i>Myers v MetLife</i> – State Farm's April 12, 2018 Motion for Summary Disposition.	JA307
	EXHIBIT 1 – Myers v MetLife – August 15, 2017 Complaint	JA318
	EXHIBIT 2 – State Farm Declarations Page	JA327
	EXHIBIT 3 – March 2, 2018 Deposition of Jacob Myers	JA329
	EXHIBIT 2 – <i>Myers v MetLife</i> – June 21, 2018 Wayne Circuit Court Order Granting State Farm's Motion for Summary Disposition	JA370
	EXHIBIT 3 – Kent Circuit Court Complaint	omitted; see JA53
	EXHIBIT 4 – State Farm Declaration Page	omitted; see JA327
	EXHIBIT 5 – March 2, 2018 Deposition of Jacob Myers	omitted; see JA329
Sep	otember 7, 2018 Summary Disposition Hearing	JA372
Ser	otember 21, 2018 Order Granting Summary Disposition	JA387

MCOA Majority Opinion	JA389
MCOA Dissenting Opinion	JS396
Supreme Court Order Granting Oral Argument on the Application	JA398

#### 17th Circuit Court Name Search

Register of Actions

Confirmation of whether charges in criminal cases are misdemeanors or felonies is not available from the Kent County Circuit Court Clerk's Office.

Information is available at <a href="http://legislature.mi.gov/documents/mcl/pdf/mcl-chap750.pdf">http://legislature.mi.gov/documents/mcl/pdf/mcl-chap750.pdf</a>.

Case	# 17-07407-N	F			
File [	<b>Date:</b> 08/15/20	17			
	OSTA COUNTY IRANCE et al	MEDICAL CENTER et al vs. METROPOLITAN GROUP PROPERTY AND CASUALTY			
MET	ROPOLITAN GF	ROUP PROPERTY AND CASUALTY INSURANCE, - DEFENDANT			
Othe	r Parties: MEC	OSTA COUNTY MEDICAL CENTER, - PLAINTIFF			
Othe	r Parties: STAT	TE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, - DEFENDANT			
Othe	r Parties: SPE	CTRUM HEALTH HOSPITALS, - PLAINTIFF			
Othe	r Parties: SPE	CTRUM HEALTH PRIMARY CARE PARTNERS, - PLAINTIFF			
Othe	r Parties: MAR	Y FREE BED REHABILITATION HOSPITAL, - PLAINTIFF			
Othe	r Parties: MAR	Y FREE BED MEDICAL GROUP, - PLAINTIFF			
1	ORDER FROM THE SUPREME COURT, DATED 1/29/21 (SC # 161650) (APPLICATIONS 02/01/2021 LEAVE TO APPEAL THE 3/24/20 JUDGMENT OF THE C.O.A. ARE CONSIDERED; THE COURT DIRECTED TO SCHEDULE ORAL ARGUMENT ON APPLICATIONS)				
2	02/01/2021	ORDER FROM THE SUPREME COURT, DATED 1/29/21 (SC # 161628) (APPLICATIONS FOR LEAVE TO APPEAL THE 3/24/20 JUDGMENT OF THE C.O.A. ARE CONSIDERED; THE CLERK DIRECTED TO SCHEDULE ORAL ARGUMENT ON APPLICATIONS)			
3	08/17/2020	RETURN RECEIPT FOR CERTIFIED MAIL-FILE RECEIVED AT THE SUPREME COURT (BOXES 1 & 2)			
4	08/12/2020	CONTENT OF TRANSMISSION TO THE SUPREME COURT (SUPREME CT # 161628)			
5	08/12/2020	NOTICE OF TRANSMISSION TO THE SUPREME COURT THOMAS S BAKER LOUIS A STEFANIC & MONICA HOEFT ROSSI (SUPREME CT # 161628)			
6	06/03/2020	RECORD OF CASE RETURNED FROM COURT OF APPEAL			
7	06/03/2020	NOTICE OF RECEIPT OF RECORD ON APPEAL FROM THE COURT OF APPEALS			

RECEIVED by MSC 3/11/2021 4:44:55 PM 09/06/2018 31 FILED MONICA HOEFT ROSSI (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT) STIPULATION & ORDER FOR ADJOURNING CASE EVALUATION HEARING FROM 10/4/18 32 09/06/2018 TO THE WEEK OF 10/8/18 33 09/06/2018 NOTICE TO APPEAR (CASE EVALUATION) ON 10/04/2018 AT 3:30 PM AND POS FILED. FIRST AMENDED SPECIAL AND/OR AFFIRMATIVE DEFENSES & POS CHRISDON F. ROSSI 34 09/05/2018 (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT) NOTICE OF SUBMISSION OF ORDER UNDER SEVEN DAY RULE WITH PROPOSED ORDER & 35 POS LOUIS ANDREW STEFANIC (Attorney) on behalf of STATE FARM MUTUAL 09/05/2018 AUTOMOBILE INSURANCE COMPANY (DEFENDANT)

CIRCUIT COURT-COURTROOM #10D HELD ON THE RECORD COURT REPORTER: VANDEN HEUVEL, BOBBI Certificate #: CSR-5219 ATTORNEYS JAICOMO, CHRIS ROSSI, KAREN

44

08/17/2018

**CLARK** 

es - Kent County,	Kent Circuit Court Register of Actions
08/15/2018	ADJOURNED WITHOUT DATE PER JUDGE, PREMATURE The following event: MOTION FOR SUMMARY DISPOSITION scheduled for 08/17/2018 at 1:30 pm has been resulted as follows: Result: ADJOURNED WITHOUT DATE Judge: LEIBER, HONORABLE DENNIS Location: 17TH CIRCUIT COURT-COURTROOM #10D
08/15/2018	SCHEDULED Event: MISCELLANEOUS MOTION - LEAVE TO FILE (ROSSI) Date: 08/17/2018 Time: 1:30 pm Judge: LEIBER, HONORABLE DENNIS Location: 17TH CIRCUIT COURT-COURTROOM #10D Result: HELD & GRANTED/ORDER TO FOLLOW
08/14/2018	REPLY BRIEF IN SUPPORT OF DEFENDANT METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY'S MOTIONS FOR SUMMARY DISPOSITION AND POS FILED. CHRISDON F. ROSSI (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT)
08/14/2018	BRIEF IN OPPOSITION TO DEFENDANTS' MOTIONS FOR LEAVE TO AMEND AFFIRMATIVE DEFENSES FILED THOMAS S. BAKER (Attorney) on behalf of MECOSTA COUNTY MEDICAL CENTER, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)
08/10/2018	BRIEF IN OPPOSITION TO METROPOLITAN'S MOTIONS FOR SUMMARY DISPOSITION AND POS FILED (CIVIL BOX 573) PATRICK MICHAEL JAICOMO (Attorney) on behalf of MECOSTA COUNTY MEDICAL CENTER, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)
08/09/2018	RESPONSE TO CO-DEFENDANT METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY'S MOTION FOR SUMMARY DISPOSITION, BRIEF & POS LOUIS ANDREW STEFANIC (Attorney) on behalf of STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (DEFENDANT)
08/09/2018	SCHEDULED Event: MISCELLANEOUS MOTION (LEAVE TO FILE, STEFANIC, D) Date: 08/17/2018 Time: 1:30 pm Judge: LEIBER, HONORABLE DENNIS Location: 17TH CIRCUIT COURT-COURTROOM #10D Result: HELD & GRANTED/ORDER TO FOLLOW
08/08/2018	MOTION FOR LEAVE TO FILE FIRST AMENDED AFFIRMATIVE DEFENSES, NOTICE OF HEARING (8/17/18 @ 1:30 PM) AND POS LOUIS ANDREW STEFANIC (Attorney) on behalf of STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (DEFENDANT)
08/08/2018	MOTION FEE PAID Receipt: 1024099 Date: 08/08/2018
08/01/2018	REQUEST FOR HEARING ON MOTION (MOTION FOR LEAVE TO FILE FIRST AMENDED AFFIRMATIVE DEFENSES) REQUEST FOR 08/17/2018 AT 1:30 PM FILED. CHRISDON F. ROSSI (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT)
08/01/2018	REQUEST FOR HEARING ON MOTION (MOTION FOR SUMMARY DISPOSITION) REQUEST FOR 08/17/2018 AT 1:30 PM FILED. CHRISDON F. ROSSI (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT)
	08/15/2018  08/15/2018  08/14/2018  08/14/2018  08/09/2018  08/09/2018  08/09/2018  08/08/2018  08/08/2018

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

5 of Hoint Appendix - Volume I Page JA5 2/18/2021, 2:28 PM

ANTHONY VITUCCI

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT)

		Kent Circuit Court Register of Actions WITNESS LIST AND POS FILED. THOMAS S. BAKER (Attorney) on behalf of MECOSTA
93	01/16/2018	COUNTY MEDICAL CENTER, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)
94	01/05/2018	SCHEDULED Event: MOTION FOR SUMMARY DISPOSITION (STEFANIC) Date: 02/16/2018 Time: 1:30 pm Judge: LEIBER, HONORABLE DENNIS Location: 17TH CIRCUIT COURT-COURTROOM #10D Result: ADJOURNED WITHOUT DATE
95	01/05/2018	RENOTICE OF HEARING-STEFANIC The following event: MOTION FOR SUMMARY DISPOSITION scheduled for 01/05/2018 at 1:30 pm has been resulted as follows: Result: RENOTICE OF HEARING Judge: LEIBER, HONORABLE DENNIS Location: 17TH CIRCUIT COURT-COURTROOM #10D
96	01/02/2018	DEFENDANT STATE FARM'S ANSWERS TO PLAINTIFFS' FIRST REQUESTS FOR ADMISSIONS & POS LOUIS ANDREW STEFANIC (Attorney) on behalf of STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (DEFENDANT)
97	12/29/2017	RESPONSES TO PLAINTIFFS' FIRST REQUEST TO ADMIT AND POS FILED. MONICA HOEFT ROSSI (Attorney) on behalf of METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE (DEFENDANT)
98	12/20/2017	POS (ORDER DENYING DEFENDANTS' MOTION TO TRANSFER VENUE TO WAYNE COUNTY)
99	12/14/2017	ORDER DENYING DEF'S MOTION TO TRANSFER VENUE TO WAYNE COUNTY
100	12/06/2017	NOTICE OF SUBMISSION OF ORDER UNDER SEVEN DAY RULE WITH PROPOSED ORDER & POS THOMAS S. BAKER (Attorney) on behalf of SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)
101	12/06/2017	POS (PLAINTIFFS FIRST REQUEST FOR ADMISSION TO DEFENDANT METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE, PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, PLAINTIFF'S FIRST DISCOVERY REQUEST TO DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AND METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE)
102	12/06/2017	FIRST REQUEST FOR ADMISSIONS TO DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY FILED. THOMAS S. BAKER (Attorney) on behalf of MECOSTA COUNTY MEDICAL CENTER, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)
103	12/06/2017	FIRST REQUEST FOR ADMISSIONS TO DEFENDANT METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE FILED. THOMAS S. BAKER (Attorney) on behalf of MECOSTA COUNTY MEDICAL CENTER, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, MARY FREE BED REHABILITATION HOSPITAL, MARY FREE BED MEDICAL GROUP (PLAINTIFF)

COURT-COURTROOM #10D Result: NOT HEARD, ORDER ENTERED

FILING FEES FOR NEW CASE Receipt: 952188 Date: 08/15/2017

ELECTRONIC FILING FEE Receipt: 952188 Date: 08/15/2017

08/15/2017

08/15/2017

128

129

Home Cases, Opinions & Orders

# Case Search

Case Docket Number Search Results - 345868

Appellate Docket Sheet COA Case Number: 345868 MSC Case Number: 161650

MECOSTA COUNTY MEDICAL CENTER V METROPOLITAN GROUP PROPERTY

1	MECOSTA COUNTY MEDICAL CENTER Oral Argument: Y Timely: Y	PL-AT	RET	(74457) SCHNEIDER CHRISTOPHER J
2	SPECTRUM HEALTH BIG RAPIDS	DB		
3	SPECTRUM HEALTH HOSPITALS	PL-AT	SAM	
4	SPECTRUM HEALTH PRIMARY CARE PARTNERS	PL-AT	SAM	
5	SPECTRUM HEALTH MEDICAL GROUP	DB		
6	MARY FREE BED REHABILITATION HOSPITAL	PL-AT	SAM	
7	MARY FREE BED MEDICAL GROUP	PL-AT	SAM	
8	METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY	≣		(59305) ROSSI CHRISDON F
9	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY Oral Argument: Y Timely: Y	DF-AE	RET	(70956) WIENER JORDAN A

COA Status: Case Concluded; File Archived MSC Status: Pending on Application

10/11/2018 1 Claim of Appeal - Civil

Proof of Service Date: 10/11/2018

Jurisdictional Checklist: Y Register of Actions: Y Fee Code: EPAY

Attorney: 74457 - SCHNEIDER CHRISTOPHER J

09/21/2018 2 Order Appealed From

From: KENT CIRCUIT COURT Case Number: 17-007407-NF

Trial Court Judge: 22889 LEIBER DENNIS B

Nature of Case:

Summary Disposition Granted

10/11/2018 3 Steno Certificate - Tr Request Received

Date: 09/26/2018

Timely: Y

Reporter: 5219 - VANDENHEUVEL BOBBIE JO

Filed By Attorney: 74457 - SCHNEIDER CHRISTOPHER J

Hearings: 09/07/2018

10/23/2018 5 Appearance - Appellee

Date: 10/23/2018 For Party: 8

Attorney: 61916 - ROSSI MONICA HOEFT

10/24/2018 6 Appearance - Appellee

Date: 10/24/2018

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

Attorney: 70956 - WIENER JORDAN A

11/02/2018 7 Appearance - Appellee

Date: 11/02/2018

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

Attorney: 26871 - JOHNSON PAUL H JR

11/07/2018 8 Docketing Statement MCR 7.204H

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Proof of Service Date: 11/07/2018

Filed By Attorney: 75705 - JAICOMO PATRICK M

12/28/2018 9 Transcript Overdue - Notice to Reporter

Mail Date: 01/02/2019

Reporter: 5219 - VANDENHEUVEL BOBBIE JO

Comments: 9/7/18

01/07/2019 10 Notice Of Filing Transcript

Date: 01/07/2019

Reporter: 5219 - VANDENHEUVEL BOBBIE JO

Hearings: 09/07/2018

02/01/2019 11 Stips: Substitute Attorney - AE

Filed By Attorney: 70956 - WIENER JORDAN A

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

P/S Date: 02/01/2019

Comments: Jordan A. Wiener in place of Paul H. Johnson, Jr.

03/04/2019 12 Brief: Appellant

> Proof of Service Date: 03/04/2019 Oral Argument Requested: Y

Timely Filed: Y

Filed By Attorney: 74457 - SCHNEIDER CHRISTOPHER J For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

14 Brief: Appellee 04/08/2019

> Proof of Service Date: 04/08/2019 Oral Argument Requested: Y

Timely Filed: Y

Filed By Attorney: 59305 - ROSSI CHRISDON F

For Party: 8

04/09/2019 13 Noticed

Record: REQST

Mail Date: 04/10/2019

04/15/2019 15 Stips: Extend Time - AE Brief

Extend Until: 05/06/2019

Filed By Attorney: 70956 - WIENER JORDAN A

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

P/S Date: 04/15/2019

04/16/2019 16 Correspondence Sent

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

Attorney: 70956 - WIENER JORDAN A

Comments: Re stip ext time -- under 28-day stip, Bf-AE due 5/6/19

04/24/2019 17 Record Filed

File Location:

Comments: 4 FILES (TRNS INCL); 3 LCT BRIEFS

04/29/2019 19 Brief: Reply

Proof of Service Date: 04/29/2019

Oral Argument Requested:

Timely Filed:

Filed By Attorney: 75705 - JAICOMO PATRICK M

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT Comments: Reply to appellee's brief filed by party #8

06/03/2019 20 Brief: Appellee

Proof of Service Date: 06/03/2019 Oral Argument Requested: Y

Timely Filed: Y

Filed By Attorney: 70956 - WIENER JORDAN A

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

06/03/2019 21 Motion: Extend Time - Appellee

Proof of Service Date: 06/03/2019

Filed By Attorney: 70956 - WIENER JORDAN A

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

Fee Code: EPAY

Requested Extension: 06/03/2019

Answer Due: 06/10/2019

Comments: Brief filed w/motion

06/11/2019 22 Submitted on Administrative Motion Docket

Event: 21 Extend Time - Appellee

District: G
Item #: 1

06/13/2019 23 Order: Extend Time - Appellee Brief - Grant

View document in PDF format Event: 21 Extend Time - Appellee

Panel: CMM

Attorney: 70956 - WIENER JORDAN A

Extension Date: 06/03/2019

Comments: mot ext time to file AE bf on behalf of State Farm granted; bf rec'd 6/3/19 considered timely

06/19/2019 24 Brief: Reply

Proof of Service Date: 06/19/2019

Oral Argument Requested:

Timely Filed:

Filed By Attorney: 75705 - JAICOMO PATRICK M

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

08/15/2019 27 Pleadings Rejected

Date: 08/14/2019

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Attorney: 75705 - JAICOMO PATRICK M

Comments: Notice of withdrawal of the appearance of Patrick M. Jaicomo rejected -- must file stip or motion to

withdraw as retained atty; Court records indicate Christopher J. Schneider is already atty of record

08/15/2019 28 Appearance - Appellant

Date: 08/15/2019

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Attorney: 74457 - SCHNEIDER CHRISTOPHER J

02/04/2020 39 Appearance - Appellant

Date: 02/04/2020

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Attorney: 69529 - GAVIN JOSEPH J

Comments: Joseph Gavin appears for purposes of oral argument - same firm as Christopher Schneider

02/04/2020 40 Case Call Update Substitution

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Attorney: 74457 - SCHNEIDER CHRISTOPHER J

Comments: GAVIN JOSEPH J P Number 69529 to appear on behalf of Party 1.

03/03/2020 41 Brief: Supplemental Auth`y

Proof of Service Date: 03/03/2020

Filed By Attorney: 69529 - GAVIN JOSEPH J

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

03/04/2020 37 Submitted on Case Call

District: G
Item #: 15

Panel: CMM,PMM,KFK

03/04/2020 42 Oral Argument Audio

Listen to audio in MP3 format

03/24/2020 47 Opinion - Per Curiam - Unpublished

View document in PDF format

Pages: 7

Panel: CMM,PMM,KFK

Result: Reversed and Remanded

03/24/2020 48 Opinion - Dissent

View document in PDF format

Pages: 2 Author: CMM

05/28/2020 49 Remittitur & Record Returned - Close Out

File Location: F

Comments: 4 lcf(trs incl);3 lc pld--kent circ

07/16/2020 50 SCt: Application for Leave to SCt

Supreme Court No: 161628 Answer Due: 08/13/2020

Fee: E-Pay For Party: 8

Attorney: 59305 - ROSSI CHRISDON F

07/16/2020 51 SCt Case Caption

Proof Of Service Date: 07/16/2020

07/17/2020 52 SCt: Application for Leave to SCt

Supreme Court No: 161650 Answer Due: 08/14/2020

Fee: E-Pay For Party: 9

Attorney: 70956 - WIENER JORDAN A

07/18/2020 53 SCt Case Caption

Proof Of Service Date: 07/18/2020

08/13/2020 54 SCt: Answer - SCt Application/Complaint

Filing Date: 08/13/2020

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Filed By Attorney: 69529 - GAVIN JOSEPH J

Timely: Y

Comments: Answer submitted in No. 161628 (same answer for both this number and No. 161650).

08/13/2020 55 SCt: Answer - SCt Application/Complaint

Filing Date: 08/13/2020

For Party: 1 MECOSTA COUNTY MEDICAL CENTER PL-AT

Filed By Attorney: 69529 - GAVIN JOSEPH J

Timely: Y

Comments: Answer submitted in No. 161650 (same answer for both this number and No. 161628).

08/19/2020 56 SCt: Trial Court Record Received

1 tr; 4 files

09/02/2020 57 SCt: Reply - SCt Application/Complaint

Filing Date: 09/02/2020

For Party: 9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DF-AE

Filed By Attorney: 70956 - WIENER JORDAN A

Timely: Y

Comments: Reply in MSC No. 161650.

09/03/2020 58 SCt: Reply - SCt Application/Complaint

Filing Date: 09/03/2020

For Party: 8

Filed By Attorney: 59305 - ROSSI CHRISDON F

Timely: Y

Comments: Reply in MSC No. 161628.

01/29/2021 61 SCt Order: MOAA -Oral Argument on Lv Appl

View document in PDF format

Comments: To be argued with MSC No. 161650, Mecosta Cnty Med Ctr v Metro Group Prop. 20-min arguments per

side. Invited AC=interested persons or groups.

01/29/2021 62 SCt Order: MOAA -Oral Argument on Lv Appl

View document in PDF format

Comments: To be argued with MSC No. 161628, Mecosta Cnty Med Ctr v Metro Group Prop. 20-min arguments per

side. Invited AC=interested persons or groups.

Case Listing Complete

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers),

CASE NO.:17-07407-NF HON. DENNIS B. LEIBER

Plaintiffs,

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants.

MILLER JOHNSON
By: Thomas S. Baker (P55589)
Attorney for Plaintiffs
45 Ottawa Avenue SW, Suite 1100

P.O. Box 306 Grand Rapids, Michigan 49501-0306

(616) 831-1700

(616) 831-1701 - Fax bakert@millerjohnson.com THE ROSSI LAW FIRM PLLC

By: Monica Hoeft Rossi (P61916) Chrisdon F. Rossi (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306

40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292

(248) 686-3360 - Fax mrossi@rossilawpllc.com crossi@rossilawpllc.com

# DEFENDANT, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY'S, MOTION FOR TRANSFER OF VENUE FROM KENT COUNTY TO WAYNE COUNTY

NOW COMES the Defendant, Metropolitan Group Property & Casualty Insurance Company, by and through its attorneys, The Rossi Law Firm, PLLC, and pursuant to MCR 2.221, hereby moves this Court to change venue in this matter to Wayne County for the following reasons:

3

# MetLife's Motion to Change Venue

- The Plaintiffs filed the instant lawsuit alleging claims for unpaid medical expenses arising out of Jacob Myers' involvement in a motor vehicle accident that occurred on or around August 15, 2016.
  - 2. The subject accident occurred in the County of Mecosta, Michigan.
- 3. The registered office of Defendant Metropolitan is located in Plymouth, Wayne County.
- 4. There are currently two (2) pending cases in the Wayne County Circuit Court arising out of the *same* transaction and occurrence as the instant lawsuit. Of note, these lawsuits were filed *before* the instant lawsuit: *State Farm Mutual Automobile Insurance Company (Jacob Myers) vs. Metropolitan Group Property & Casualty Insurance Company*, Wayne County Circuit Court Case No: 17-005137-NI, filed on March 31, 2017; and *Jacob Carl Myers vs. Metropolitan Group Property & Casualty Insurance Company, State Farm Mutual Automobile Insurance Company and Michigan Automobile Insurance Placement Facilitation*, Wayne County Circuit Court Case No: 17-012213-NF, filed on August 15, 2017.
- 5. Of note, there is currently a motion pending to consolidate these two (2) Wayne County Circuit cases before the Honorable Muriel Hughes.
- 6. For situations such as this, Michigan recognizes the doctrine of forum non conveniens: "[t]he principle of Forum non conveniens establishes the right of a court to resist imposition upon its jurisdiction although such jurisdiction could properly be invoked. It presupposes that there are at least two possible choices of forum." *Cray v General Motors Corp.*, 389 Mich 382, 395; 207 NW2d 393 (1973).
- 7. Indeed, the Jacob Myer's claim in its entirety involves disputes between insurers, material misrepresentation issues and claims for PIP benefits, which will likely affect the instant lawsuit. Therefore, since the instant lawsuit and the two (2) previously filed Wayne County lawsuits referenced above, involve substantial and controlling common questions of law and fact, the instant lawsuit should be transferred and consolidated with the Wayne county lawsuits.

4

8. Accordingly, the more convenient forum for this case is Wayne County Circuit Court. WHEREFORE, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court grant the within motion, and in so doing, transfer venue of this matter from Kent County to Wayne County so that same can be consolidated with the other two (2) lawsuits which involve the same and/or similar parties and arise out of the same or similar transaction and/or occurrence.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Dated: October 26, 2017

#### **BRIEF IN SUPPORT**

#### I. INTRODUCTION

Defendant, Metropolitan Group Property & Casualty Insurance Company, (hereinafter "Defendant"), submits the underlying Motion for Change of Venue pursuant to the doctrine of forum non conveniens. MCR 2.223 states if the venue of a civil action is improper, the Court (1) shall order a change of venue on timely motion of Defendant.

#### II. OVERVIEW OF CASE

The Plaintiffs filed the instant lawsuit alleging claims for unpaid medical expenses arising out of Jacob Myers' involvement in a motor vehicle accident that occurred on or around August 15, 2016.

There are currently two (2) pending cases in the Wayne County Circuit Court arising out of the *same* transaction and occurrence as the instant lawsuit. Of note, these lawsuits were filed *before* 

the instant lawsuit: State Farm Mutual Automobile Insurance Company (Jacob Myers) vs. Metropolitan Group Property & Casualty Insurance Company, Wayne County Circuit Court Case No: 17-005137-NI, filed on March 31, 2017; and Jacob Carl Myers vs. Metropolitan Group Property & Casualty Insurance Company, State Farm Mutual Automobile Insurance Company and Michigan Automobile Insurance Placement Facilitation, Wayne County Circuit Court Case No: 17-012213-NF, filed on August 15, 2017.

There is a hearing scheduled before the Honorable Muriel Hughes of the Wayne County Circuit Court on December 1, 2017 to consolidate these lawsuits in an effort to promote judicial economy and to avoid unnecessary costs and delay.

#### III. ARGUMENT & ANALYSIS

A. This Court Has Discretion to Change Venue of the Instant Case to Wayne County Based Upon the Doctrine of Forum Non Conveniens.

MCR 2.222(A) provides that, upon motion of a party:

The Court may order a change of venue of a civil action, or of an appeal from an order or decision of a state board, commission, or agency authorized to promulgate rules or regulations for the convenience of parties and witnesses or when an impartial trial cannot be had where the action is pending. In the case of appellate review of administrative proceedings, venue may also be changed for the convenience of the attorneys. (emphasis added).

Michigan recognizes the doctrine of forum non conveniens:

The principle of Forum non conveniens establishes the right of a court to resist imposition upon its jurisdiction although such jurisdiction could properly be invoked. It presupposes that there are at least two possible choices of forum.

Cray v General Motors Corp., 389 Mich 382, 395; 207 NW2d 393 (1973).

There are currently two (2) pending cases in the Wayne County Circuit Court arising out of the same transaction and occurrence as the instant lawsuit. Of note, these lawsuits were filed <u>before</u> the instant lawsuit: State Farm Mutual Automobile Insurance Company (Jacob Myers) vs. Metropolitan Group Property & Casualty Insurance Company, Wayne County Circuit Court Case No: 17-005137-NI, filed on March 31, 2017; and Jacob Carl Myers vs. Metropolitan Group Property &

# MetLife's Motion to Change Venue

Casualty Insurance Company, State Farm Mutual Automobile Insurance Company and Michigan Automobile Insurance Placement Facilitation, Wayne County Circuit Court Case No: 17-012213-NF, filed on August 15, 2017.

Importantly, both the instant lawsuit and the two (2) previously filed Wayne County lawsuits involve substantial and controlling common questions of law and fact. Accordingly, in order to promote judicial economy, the instant lawsuit should be transferred and consolidated with the Wayne county lawsuits. Therefore, Defendant Metropolitan respectfully submits that Wayne County is a more convenient forum to litigate this dispute and this Honorable Court is vested with discretion to change venue in this matter to the Wayne County Circuit Court pursuant to the doctrine of forum non conveniens. *Cray, supra*.

WHEREFORE, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court grant the within motion, and in so doing, transfer venue of this matter from Kent County to Wayne County.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305)

Attorneys for Defendant

40950 Woodward Avenue, Suite 306

Bloomfield Hills, MI 48304

(248) 593-9292

Dated: October 26, 2017

# MetLife's Motion to Change Venue

#### PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause, by mailing same to them at their respective addresses as disclosed by the pleadings herein via overnight mail on October 26, 2017.

Patrice M. Cole

#### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS: SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP.

Plaintiffs.

Case No. 17-07407-NF

٧.

HON. DENNIS B. LEIBER

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY: and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY:

Defendants.

Thomas S. Baker (P55589) Christopher J. Schneider (P74457) Miller Johnson Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306 (616) 831-1700 Monica Hoeft Rossi (P61916) Chrisdon F. Rossi (P59305) The Rossi Law Firm PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Louis A. Stefanic (P63033) Hewson & Van Hellemont, P.C. Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200

Plaintiffs' Brief Opposing MetLife's Motion to Transfer Venue

# Table of Contents

		<u>Page</u>
Introduct	ion	1
Backgrou	und	1
А	Jacob Myers* motor vehicle accident in Mecosta County and treatment in Kent and Mecosta Counties	1
В	. This litigation	2
Argumer	nt	3
I. M	MetLife has not, and cannot, show that Wayne County is more convenient or the parties and witnesses.	3
		_

# **Index of Authorities**

	<u>Page</u>
Cases	
Buch v State Farm Mut Auto Ins Co, 137 Mich App 128, 132; 357 NW2d 325 (1984)	4
Bloemsma v Auto Club Ins Ass'n, 174 Mich App 692, 697; 436 NW2d 442 (1989)	4
Chilingirian v Fraser, 182 Mich App 163, 165; 451 NW2d 541 (1989)	3, 4
Darnell v Auto-Owners Insurance Co, 142 Mich App 1, 12-13; 369 NW2d 243 (1985)	4
Gross v Gen Motors Corp. 448 Mich 147, 171-72; 528 NW2d 707 (1995)	3
Hernandez v Ford Motor Co., 280 Mich App 545, 551; 760 NW2d 751 (2008)	5
Kohn v Ford Motor Co. 151 Mich App 300. 305; 390 NW2d 709 (1986)	3
Manfredi v Johnson Controls, Inc. 194 Mich App 519, 525; 487 NW2d 475 (1992)	5
Rules	
MCR 2.222	1 3 5

#### Introduction

Under MCR 2.222(A), venue may be transferred to another country within Michigan for the convenience of the parties and witnesses. But the plaintiff's choice of forum is given deference, and the defendant must make a persuasive showing that the alternative county is more convenient.

Here, Metropolitan Group Property and Casualty Insurance Company ("MetLife") has not, and cannot, meet its burden to persuasively show that Wayne County is more convenient for the parties and witnesses than Kent County. This case has nothing to do with Wayne County. The accident did not occur there. None of the parties resides there. And none of the medical treatment at issue occurred there. On the contrary, nearly all of the treatment occurred in Kent County, and both Spectrum and Mary Free Bed reside here. And the accident occurred nearby, in Mecosta County. Litigating this case in Wayne County would prejudice Spectrum and Mary Free Bed, because they would be forced to travel with their witnesses and evidence across the state for discovery, motions. ADR, and trial.

The two lawsuits in Wayne County do not change this result. The declaratory judgment action is a priority dispute between insurers, and priority is no defense to Spectrum's and Mary Free Bed's claims. And Mr. Myers is a separate plaintiff who is free to choose a different forum for his separate lawsuit. Wayne County is not a more convenient forum for the parties and witnesses in *this case*. Accordingly, MetLife's motion should be denied.

#### **Background**

A. Jacob Myers' motor vehicle accident in Mecosta County and treatment in Kent and Mecosta Counties

On August 15, 2016. Jacob Myers was involved in a motor vehicle accident in Mecosta County. (Exhibit 1, Police Report). From August 15, 2016 through June 30, 2017,

Mr. Myers received care and treatment for his accident-related injuries at Spectrum and Mary Free Bed (collectively, the "Hospitals") in Mecosta and Kent Counties, where the Hospitals are located. (Compl. ¶23, 28, 33, 38, 43). Mr. Myers underwent the vast majority of his care and treatment at Spectrum in Kent County. (See Compl. ¶29). In total, the Hospitals' charges for their care and treatment of Mr. Myers is \$608,982.54.

#### B. This litigation

Before the Hospitals sued, State Farm filed a declaratory judgment action against MetLife in Wayne County, Case No. 17-005137-NI (the "Priority Dispute Lawsuit"). Upon information and belief, the issue in the Priority Dispute Lawsuit is whether State Farm or MetLife is the higher priority insurer to pay Mr. Myers' no-fault benefits. Neither the Hospitals nor Mr. Myers is a party to the Priority Dispute Lawsuit.

Contrary to MetLife's assertion in its motion, the Hospitals and Mr. Myers sued on the same day, August 15, 2017. (Exhibit 2, Wayne County Register of Actions.) The Hospitals filed this suit in Kent County, and Mr. Myers filed in Wayne County. Neither defendant here is a Michigan company. MetLife is a Rhode Island company. MetLife's "registered office" in Plymouth. Michigan is The Corporation Company, which is a separate company. State Farm is an Illinois company. State Farm's "registered office" in East Lansing is CSC-Lawyers Incorporating Service Company, also a separate company. (Compl. ¶7-8.)

With its answer, MetLife moved to change venue to Wayne County. MetLife does not dispute that venue is proper in Kent County. Rather, MetLife seeks transfer under MCR 2.222 "for the convenience of the parties and the witnesses." But this case has nothing to do with Wayne County, which is *across the state* from where the accident occurred, where Mr. Myers received treatment, and where the majority of witnesses and evidence is located.

Wayne County is not more convenient for the parties and witnesses. Accordingly. MetLife's motion should be denied.

#### Argument

I. METLIFE HAS NOT, AND CANNOT, SHOW THAT WAYNE COUNTY IS MORE CONVENIENT FOR THE PARTIES AND WITNESSES.

MCR 2.222(A) allows a court, upon motion, to "order a change of venue of a civil action . . . for the convenience of the parties and witnesses . . . ." A "plaintiff's initial choice of venue is to be accorded deference." *Chilingirian v Fraser*. 182 Mich App 163. 165; 451 NW2d 541 (1989). The party seeking transfer "has the burden of demonstrating inconvenience or prejudice, *and a persuasive showing must be made*." *Id* (emphasis added).

To determine whether the defendant's proposed forum is more convenient for the parties and witnesses, our Supreme Court suggests evaluating the location of the witnesses and evidence: "A more convenient county could be one in which the majority of the witnesses are located or where the bulk of the evidence giving rise to the claim is located." *Gross v Gen Motors Corp.* 448 Mich 147, 171-72; 528 NW2d 707 (1995): *see also Kohn v Ford Motor Co*, 151 Mich App 300, 305; 390 NW2d 709 (1986) (in deciding motion to transfer, the court properly considered the location of the witnesses and the accident).

Here. MetLife has not met its burden of making a "persuasive showing" that Wayne County is more convenient for the parties and witnesses. The accident did not occur in Wayne County. None of the Hospitals' treatment occurred in Wayne County. Neither the parties to this lawsuit nor Mr. Myers resides in Wayne County. The parties and witnesses in this case have no connection whatsoever to Wayne County.

Although the burden is on MetLife to make a persuasive showing that Wayne County is more convenient than Kent County, the Hospitals submit that Kent County is more

convenient than Wayne County. Nearly all of the Hospitals' treatment occurred here, so nearly all of the treating physicians are located here. All of the medical and billing records regarding the Hospitals' care and treatment of Mr. Myers is located in Kent County. And Kent County is closer than Wayne County to the scene of the accident in Mecosta County and to Mr. Myers' residence in Missaukee County. (Exhibit 3.) In short, the relevant witnesses and evidence are either in Kent County or much closer to Kent County than Wayne County.

If this case is transferred to Wayne County, the Hospitals would be prejudiced. They would be forced to expend time and resources traveling across the state for depositions, court conferences, case evaluation, and trial. Additionally, they would be forced to transport, from Kent County to Wayne County, the relevant witnesses and evidence for trial. Wayne County is substantially more inconvenient for the Hospitals and their witnesses.

The two pending lawsuits in Wayne County do not change this result. The Priority Dispute Lawsuit does not involve the Hospitals or Mr. Myers. In fact, a priority dispute between two insurers has no bearing on whether the Hospitals' charges should be paid, because a priority dispute between insurers is no defense to payment of no-fault benefits. *Darnell v Auto-Owners Insurance Co*, 142 Mich App 1, 12-13; 369 NW2d 243 (1985); *Bloemsma v Auto Club Ins Ass'n*, 174 Mich App 692, 697; 436 NW2d 442 (1989); *Bach v State Farm Mut Auto Ins Co*, 137 Mich App 128, 132; 357 NW2d 325 (1984). The Priority Dispute Lawsuit does not persuasively show that Wayne Count is more convenient than Kent County.

Neither does Mr. Myers' lawsuit. The Hospitals and Mr. Myers are separate plaintiffs that filed separate lawsuits on the same day. Each plaintiff's choice of forum is entitled to deference. *Chilingirian*, *supra*. The fact that Mr. Myers and MetLife retained lawyers in Wayne County is irrelevant. Under MCR 2.222(A), only the convenience of the "parties and

witnesses" is relevant. The convenience of the attorneys is not a relevant consideration. *Id* ("convenience of the attorneys" is only relevant if the case involves "appellate review of administrative proceedings.") Like the Priority Dispute Lawsuit, Mr. Myers' lawsuit does not persuasively show that Wayne Count is more convenient than Kent County.

#### Conclusion

MetLife has not, and cannot, make a persuasive showing that Wayne County is more convenient for the parties and witnesses. Accordingly, MetLife's motion should be denied.

MILLER JOHNSON

Attorneys for Plaintiffs

Dated: November 13, 2017

Thomas S. Baker (P55589)

Christopher J. Schneider (P74457)

Business Address:

45 Ottawa Avenue, S.W., Suite 1100

Grand Rapids, MI 49503

Telephone: (616) 831-1700

At various points in its motion, MetLife refers to the doctrine of forum non conveniens. But that doctrine does not apply here. "Forum non conveniens is a common-law doctrine defined as the discretionary power of court to decline jurisdiction when convenience of parties and ends of justice would be better served if action were brought and tried in another forum." Hernandez v Ford Motor Co, 280 Mich App 545, 551; 760 NW2d 751 (2008)(quotations and citations omitted). "[A]nother forum" means another state or country. Id: see also Manfredi v Johnson Controls, Inc. 194 Mich App 519, 525; 487 NW2d 475 (1992). For transfers within Michigan, MCR 2.222, not the doctrine of forum non conveniens, controls.

Co	uthority: 1949 PA 300, Sec. empliance: Required enalty: S100 and/or 90 days	MSP UD-	-10E ev 01/20	)16}					xternal #		(	Crash ID					Page 1	ess : 93001				
STATE OF MICHIGAN TRAFFIC CR								RAS	SH	RE	PO	RT			I	Incident #						
OF	₹1:		Ť		_	lepartment Na											480116 Reviewer					
Cr	<b>I5415400</b> ash Date	Crash T		No. of Unit		sh Type		Sp	INIECO ecial Circ None	umstanc	:es	Sheriff		hool Bus		Special	Checks	Mike Mo		•		
08/15/2016         07:45         01         Single           County         Traffic Control						Rela	tion to 5	○Fieeii toadway	ng Police	: 3Ü	nknown Weather	)Ar	imal				Non-Traffic					
54 - MECOSTA None Clsy/Twsp Contributing Circumstances						Ou	tside (	of Shou	ılder/C	Light	Clear		Road Sur	faca C		Total La	y Not Rela	ted to Oth	er Select Pos			
7 - FORK TWP None				2nd				Daylight			Dry		orionio.		02 55		03	No				
Work Zone (if applicable) Type Workers Present No No				Λο	Activity				Location													
z o		ary Road	Name					Road RD	Туре						Su	uffix Divided Roadway						
CATION	Distance/Direction	7/166					Traffic	way	a ller Die	اد ماداد												
/ O 0		secting R	oad Nan	ne			NOU	Road		viaea					Su	ffix		Divided Ro	adway			
0 1	207						In	AVE		I	-		F1		lo	T=1						
	Unit Number Unit Known			ucense Nu				Birth (A	. ,	- 4	nse Typ Dopera DOpera	tor	Endorse: OCy OF6	/cle	Sex	lotai	Occupant	None	lous Action	1		
	01 Yes Unit Type Driver Inform	nation		356108	625		08/10	/1994	<u> </u>	river is (	) Mope Owner	d Injury	⊃ Re Positio	ecreation n	M		01	Restraint				
	JACOB ( 1260 SUI	NVIEW	DR A	S PT-5									_					Should	er & La	p Belt		
	MV ST JOHN Driver Condition at Time of									No Distracted	d By	В	Fron	t - Left	Ejecte	d Tr	apped	Airbag Deployed				
	Appeared Nor	rmal	2n	ıd					Not Dis	tracted	.6. 1				No	N	lo	Not Dept	oyed			
	Hospital 540030									N-	nbuland <b>опе</b>											
		Contributir <b>No</b>	ng Facto	or Ali	ohol Tea DBreath DField	n OBlood	⊃Urine ⊃Refuse	od obli	ot Offered	⇒F	icohol Test Results OPending Test Results:					nterlock ( <b>No</b>	Device					
		Contributii	ng Facto	or Dr	ug Test 1 ⊖Blood	Гуре	Theitian	:11 )14	Of Other et.	Drug T	Drug Test Results ⊖Pending Test Results:					Citation Is	sued cardous	118				
	No I Vehicle Registration	No s		/ehicle	) Field	O Refused Year	) Not	Offered Make			Model STA Private Trailer Type					000	er	Color				
	DJU7208	N	71 L	Description icle Type	l	2003			CURY									TAN Vahiria Dai	ort			
	4M2ZU86K43ZJ35	334	- 1			SUV, Van		Special Vehicles None									Vehicle Defect					
	Insurance Company METROPOLITAN G	ROUP	PROF	PERTY		rance Policy # ! <b>5441810</b>	ti				Towed By  ECKERTS					Towed To ECKERTS						
	Location of Greatest Damage	Firs 01	it Impact	Extent of Disabl		(Power Unit	and/or T	railers)	v		e Direction Vehicle Use					Action Prior  Avoiding Object						
	Sequence of Events	F	irst 01 - Los	ss of cont				econd 04 - Ran Off Roadway-Right				Third					Fourth 06 - Overturn					
	( indicates MOST harmfu	ul event)					le le	ato of P	idh (Ann)		Sex	Position						traint				
	rassenger en unitation							Date of Birth (Age)			Sex Position						Kea	TSGARROIT				
							1	njury	Ejected	Trapp	ed Ai	hag Deplo	yed									
m	Hospital								•	An	nbuland	A										
E R	Passenger Information						E	ate of B	irth (Age)		Sex Position					Restmint						
o z							I	njury	Ejected	Trapp	ed Ai	hag Deplo	ag Deployed									
SSENG	Hospital									An	nbuland	:A										
P A S	Passenger Information						E	Date of Birth (Age)			Sex Position						Res	straint				
	·									Trans	ad Air	Airbag Deployed										
							"	njury	Ejected				уни									
	Hospital									An	nbuland	:A										
200	Carrier Information									US	SDOT				МС			MPSC				
CWADCCWD								Dri	iver's C	DL Type	Endors			CDL Exempt								
	GVWR/GCWR							Ivatia.		na di ma		lossas F		oP o⊺ os o> Ma	- ( dical C		arm Other	eda a sela	el al	ID #	Class #	
	O 10,000 lbs. or Less	O 10,00	)1 - <b>2</b> 6,0i	IOO Ibs.	⊋Grea	ater than 26,0	000 lbs.	Venice	e Configur	acon		Cargo	ody Type	Me	aicea c	-au u		irdous Mate lacard ⊖C		1U#	C:885 #	
S	Owner Information									Ow	vner Inf	ormation										
OWNERS																						
ķί Ο																						
Da	amaged Property							Ī	Public	Owne	er & Pho	one										
		Me	cosi	ta C	o M	led C	tr v	M	etro	pol	ita	n Gı	oup	Pr	op	&	Cas	Ins (	Co			

	Unit Number	umber Unit Known State Driver License Number Date				Date o	e of Birth(Age)			License Type ⇒ Operator ⇒ Chauffer ⇒ Moped			Endorsements Sex  OCycle OFarm ORecreation		Total Occupants		ts Hazardous Action				
	Unit Type	Type Driver Information							Γ	river is	Owner	wner Injury Position		'			Restraint				
	Driver Condi 1st	er Condition at Time of Crash 1st 2nd							Driver Distrac			acted By			Ejected To		pped	Airhag Deployed			
	Hospital	spital							A	Ambulance											
	Alcohoi Susp	Breath Blood Urine								Icohol Test Results Pending Test Results: Interlock Device											
	Drug Suspec	Blood Urine							Drug						Haz	zardous					
	Vehicle Regis	icide Registration State Vehicle Year Make Description							Model						Oth	Color					
	VIN							Vehicles	Private Trailer Type							Vehicle Defect					
	Insurance Co	mpany				Insuran	ce Policy A	į.				Towed By			Towed To			io			
	Location of Greatest Dan	cation of First Impact Extent of Damage (Power Unit and/or earest Damage					and/or	Trailers)	Vi	ehicle D	e Direction Vehicle Use				Action Prior						
	Sequence of Events Firs: Second  (● indicates MOST harmful event)							Third Fourth													
	Passenger Ir	Passenger Information Date of Birth (Age)							Sex Position						Restraint						
									Injury	Ejected	Trap	ped A	rbag De	ployed							
S	Hospital	spital						A	Ambulance												
E E	Passenger in	ssenger Information Dat					Date of Birth (Age)			Sex Position				Restraint							
O Z Ш		tnjs					Injury	Ejected	Trap	pped Airbag Deployed											
PASSENGERS	Hospital	spital							A	Ambulance											
۵.	Passenger Ir	formation							Date of Bi	irth (Age)		Sex	Positi	on				Rest	traint		
									Injury	Ejected	Trap	ped A	rbag De	ployed							
	Hospital							'			A	mbulan	се								
	Carrier Infor	nation									U	TOGS				MC			MPSC		
	GVWR/GCW										ō	river's (	DLType		dorsements H OP C N OS C	T V	CDL Ex	empt arm ither			
	GVWR/GCW :310,000 li	R os. or Less	:) 10,001 -	- 26,000	lbs.	⊃Greater	han 26,0	00 lbs.	Vehicle	Configur	ation		Cargo	Body 1		/A ledical Ca		Haza	rdous Material lacard O'Cargo Spill	!D#	Class #
SS.	Owner Inform	nation									0	wner in	ormation	1							
OWNERS																					
_	Witness Info	tness Information						W	Witness Information												
lov	estigated	Reported D	Date (Time)		1st Inves	itigator Nai	me (Badge	9)			2r	nd Inves	tigator N	ame (B	adge)			Pho	los		
=	at Scene. Yes   08/15/2016 (07:47)   Sgt. Scott Ruggles (547)									Diagram						Yes					
o	Veh#1 stated he was westbound on 18mile when he swerved to miss a orange traffic cone that was in his lane.Veh#1 lost control left the								<b>1</b>						in the						
re	roadway,striking a tree stump/rock and rolled over several times.																				
															1	S.	<u>\</u>				
																	• 60				
											<sup>2</sup> 8mille rd										
Macasta Co Mad Ctr v Matrona										l <u>.</u> 4 ~	0		D.		0_ 4	<b>.</b>	Inc Co				

## Plaintiffs' Response to MetLife's Motion to Change Venue **Exhibit 2: Wayne Circuit Court Register of Actions (17-012213-NF)**

11/10/2017

Sold of Mark District · 5.119

https://cmspublic.3rdcc.org/CaseDetail.aspx?CaseID=3628888

### REGISTER OF ACTIONS CASE No. 17-012213-NF

14.6 - T 18.7 M

RELATED CASE INFORMATION

Related Cases

Defendant

17-005137-NI (Prior Action)

PARTY INFORMATION

Defendant Metropolitan Group Property and Casualty

Insurance Company

**Lead Attorneys** Monica Hoeft Rossi

Retained (248) 593-9292(W)

Michigan Automobile Insurance Placement

Facility

Defendant State Farm Mutual Automobile Insurance

Timothy A. Holland

Retained

(616) 257-3900(W)

**Plaintiff** Myers, Jacob Carl Gerald R. Skupin Retained (313) 961-0425(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

08/15/2017 Complaint, Filed

08/15/2017 Service Review Scheduled

08/15/2017 Status Conference Scheduled

08/15/2017 Case Filing and Jury Trial Fee - Paid

08/29/2017 Return of Service, Filed 08/29/2017 Return of Service, Filed

08/29/2017 Return of Service, Filed

08/31/2017 Appearance of Attorney, Filed

09/18/2017 Appearance of Attorney, Filed

09/18/2017 Answer to Complaint, Filed

09/18/2017 Affirmative Defenses, Filed

09/18/2017 Reliance on Jury Demand, Filed 09/20/2017 Answer to Complaint, Filed

09/20/2017 Affirmative Defenses, Filed

09/20/2017 Interrogatories, Filed

09/20/2017 Request for Production of Documents, Filed

09/21/2017 Answer to Complaint, Filed

09/21/2017 Interrogatories, Filed

09/21/2017 Request to Produce, Filed

09/21/2017 Request for Admissions, Filed

09/21/2017 Notice of Taking Deposition, Filed

09/21/2017 Miscellaneous Pleadings, Filed 10/24/2017 Motion to Consolidate, Filed

10/25/2017 Notice of Hearing, Filed

10/27/2017 Praecipe, Filed (Judicial Officer: Hughes, Muriel) 10/30/2017 Notice of Taking Deposition, Filed

10/31/2017 Motion for Discovery, Filed

11/02/2017 Praecipe, Filed (Judicial Officer: Hughes, Muriel )

11/03/2017 Interrogatories, Filed

11/03/2017 Request for Admissions, Filed

11/03/2017 Request for Production of Documents, Filed 11/03/2017 Request for Production of Documents, Filed Request for Production of Documents, Filed

Request for Production of Documents, Flied 11/03/2017

11/14/2017 Status Conference (8:00 AM) (Judicial Officer Hughes, Muriel)

Motion Hearing (8:30 AM) (Judicial Officer Hughes, Muriel) 12/01/2017

12/08/2017 Motion Hearing (8:30 AM) (Judicial Officer Hughes, Muriel)

FINANCIAL INFORMATION

Defendant Michigan Automobile Insurance Placement Facility

Total Financial Assessment

Total Payments and Credits

20.00 20.00

1/2

https://cmspublic.3rdcc.org/CaseDetail.aspx?CaseID=3628888

## Plaintiffs' Response to MetLife's Motion to Change Venue Exhibit 2: Wayne Circuit Court Register of Actions (17-012213-NF)

11/10/2017	https://cmspublic.3rdcc.org/CaseDetail.aspx?CaseID=3628888											
	Balance Due as of 11/10/2017		0.00									
10/31/2017 10/31/2017	Transaction Assessment Civil File & Serve Payment Receipt # 2017-97153	Michigan Automobile Insurance Placement Facility	20.00 (20.00)									
	Defendant State Farm Mutual Automobile Insurance Company Total Financial Assessment Total Payments and Credits Balance Due as of 11/10/2017		20.00 20.00 <b>0.00</b>									
10/24/2017 10/24/2017	Transaction Assessment Civil File & Serve Payment Receipt # 2017-94959	State Farm Mutual Automobile Insurance Company	20.00 (20.00)									
ļ	Plaintiff Myers, Jacob Carl Total Financial Assessment Total Payments and Credits Balance Due as of 11/10/2017		260.00 260.00 <b>0.00</b>									
08/15/2017 08/15/2017	Transaction Assessment Civil File & Serve Payment Receipt # 2017-72427	Myers, Jacob Carl	260.00 (260.00)									

44/40/2047

## Plaintiffs' Response to MetLife's Motion to Change Venue Exhibit 3: Person Search Results

FOR ATTORNEY / LAW FIRM PURPOSES ONLY

- JACOB CARL MYERS - Comprehensive Report

#### Possible Employers (1 Found)

Business Name: IRWIN FARMS (11/12/2015)

#### **Address Summary (4 Found)**

11328 W VERNON RD, LAKE, MI 48632-9656 (ISABELLA COUNTY) (08/1996 to 11/13/2017)
9800 GUINEA RD, GRAND LEDGE, MI 48837-9466 (EATON COUNTY) (02/2015 to 10/2017)
190 N GEECK RD, CORUNNA, MI 48817-9539 (SHIAWASSEE COUNTY) (10/07/2013 to 08/04/2016)
1260 SUNVIEW DR, SAINT JOHNS, MI 48879-2482 (CLINTON COUNTY) (03/22/2016 to 03/22/2016)

#### **Address Details (4 Found)**

•

11328 W VERNON RD, LAKE MI 48632-9656 (ISABELLA COUNTY) (08/1996 to 11/13/2017) [ Back to Summary ]

Owners:

KELLY KARL MYERS [ View Person Record ]

**CAROLYN SPIRES** 

Assessed Value:

9800 GUINEA RD, GRAND LEDGE MI 48837-9466 (EATON COUNTY) (02/2015 to 10/2017) [ Back to Summary ]

1 Current Private Phone

**Current Private Phone at address** 

- HAWKINS, CARY

Owners:

CARROLL C HAWKINS [ View Person Record ]
DENISE BEMISS [ View Person Record ](62)

190 N GEECK RD, CORUNNA MI 48817-9539 (SHIAWASSEE COUNTY) (10/07/2013 to 08/04/2016) [ Back to Summary ]

Owner:

OLEG BAYMAN [ View Person Record ]

Purchase Date: 07/11/2014
Purchase Price: Assessed Value: Land Square Feet:



1260 SUNVIEW DR, SAINT JOHNS MI 48879-2482 (CLINTON COUNTY) (03/22/2016 to 03/22/2016) [ Back to Summary }

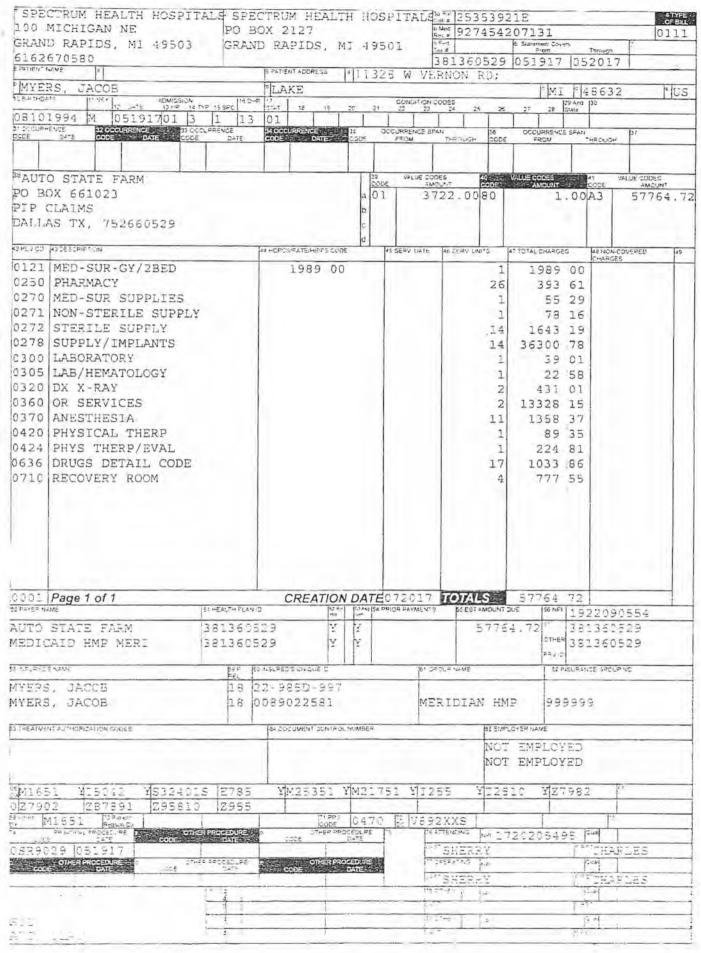
#### Cities History (3 Found)

LAKE, MI (ISABELLA COUNTY) (08/1996 to 07/2017)
GRAND LEDGE, MI (EATON COUNTY) (02/2015 to 09/12/2016)
CORUNNA, MI (SHIAWASSEE COUNTY) (10/07/2013 to 08/04/2016)

#### Counties History (3 Found)

ISABELLA, MI (08/1996 to 07/2017) EATON, MI (02/2015 to 09/12/2016) SHIAWASSEE, MI (10/07/2013 to 08/04/2016)

## Plaintiffs' Response to MetLife's Motion to Change Venue Exhibit 4: Plaintiffs' Bills



## December 14, 2017 Order Denying MetLife's Motion to Change Venue

#### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP,

Plaintiffs.

Case No. 17-07407-NF

v.

HON. DENNIS B. LEIBER

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY; and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY;

Defendants.

Thomas S. Baker (P55589) Christopher J. Schneider (P74457) Miller Johnson Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306 (616) 831-1700 Monica Hoeft Rossi (P61916) Chrisdon F. Rossi (P59305) The Rossi Law Firm PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Louis A. Stefanic (P63033) Hewson & Van Hellemont, P.C. Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200

ORDER DENYING DEFENDANTS' MOTION TO TRANSFER VENUE TO WAYNE COUNTY

## December 14, 2017 Order Denying MetLife's Motion to Change Venue

PRESENT: HON. DENNIS B. LEIBER Circuit Court Judge

This matter having come before the Court on Defendant's Motion to Transfer

Venue to Wayne County, and the Court having heard oral arguments and being fully advised in
the premises;

IT IS HEREBY ORDERED that Defendant's Motion to Transfer Venue to Wayne County is DENIED for the reasons stated on the record.

IT IS SO ORDERED.

DENNIS B. LEIBER

HON. DENNIS B. LEIBER Circuit Court Judge

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers),

CASE NO.:17-07407-NF HON. DENNIS B. LEIBER

Plaintiffs,

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY.

Defendants.

MILLER JOHNSON

Thomas S. Baker (P55589)

Christopher Schneider (P74457)

Attorneys for Plaintiffs

45 Ottawa Avenue SW, Suite 1100

P.O. Box 306

Grand Rapids, Michigan 49501-0306

(616) 831-1700

(616) 831-1701 - Fax

bakert@millerjohnson.com

schneiderc@millerjohnson.com

HEWSON & VAN HELLEMONT PC

Louis A. Stefanic (P63033)

Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650

Oak Park, Michigan 48237-1297

(248) 968-5200

(248) 968-5270 - Fax

Istefanic@vanhewpc.com

THE ROSSI LAW FIRM PLLC

Monica Hoeft Rossi (P61916)

Chrisdon F. Rossi (P59305)

Attorneys for Defendant Metropolitan

40950 Woodward Avenue, Suite 306

Bloomfield Hills, Michigan 48304

(248) 593-9292

(248) 686-3360 - Fax

mrossi@rossilawpllc.com

crossi@rossilawpllc.com

DEFENDANT, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY'S, MOTION FOR SUMMARY DISPOSITION AND BRIEF IN SUPPORT NOW COMES Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY (hereinafter "Defendant Metropolitan"), by and through its attorneys, The Rossi Law Firm PLLC, and pursuant to MCR 2.116(C)(10), hereby submits its Motion for Summary Disposition as follows:

- 1. This is a case for first party PIP benefits filed by several medical providers, Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group, seeking payment for alleged medical treatment rendered to Jacob Myers ("Myers") following his involvement in a motor vehicle accident. (Exhibit 1: Complaint).
  - The subject motor vehicle accident occurred on August 15, 2016.
- At the time of the subject accident, Myers was operating a 2003 Mercury Mountaineer (hereinafter "Mountaineer").
- 4. It is undisputed that Myers and his girlfriend, Morgan Watson, were the title owners of the Mountaineer on the date of the subject accident. (Exhibit 2: Title to Mountaineer).
- 5. In Plaintiffs' Complaint, they allege that Defendant Metropolitan is liable to them as assignees of Myers for payment of personal injury protection benefits pursuant to the No-Fault Act and Metropolitan's insurance policy with JoAnn Hyatt. (Exhibit 1: Complaint ¶¶ 49, 59 and 80).
- Contrary to the allegations in the Complaint, Defendant Metropolitan in not liable to
   Myers for payment of personal injury protection benefits.
- Instead, Myers is <u>not</u> eligible for PIP benefits because he was a co-owner of the Mountaineer, and neither he, nor co-owner Morgan Watson, maintained the requisite insurance on the Mountaineer.
- 8. The only named insured on the subject Metropolitan insurance policy was JoAnn Hyatt, Morgan Watson's grandmother. (Exhibit 3: Metropolitan Declaration Sheet & Policy).

- Michigan law is well settled that an owner of a motor vehicle involved in an accident is ineligible to recover PIP benefits if the only insurance on the vehicle was secured by a non-owner.
   Barnes v. Farmers Ins. Exch., 308 Mich App 1, 7-9; 862 NW2d 681 (2014).
- 10. In the present case, neither of the co-owners, Myers and Morgan Watson, secured insurance on the Mountaineer. Instead, the Mountaineer was insured by a non-owner, JoAnn Hyatt.
- Metropolitan's policy, that designation does not constitute a "named insured" for purposes of the No-Fault Act. In this regard, Michigan courts have consistently held that a person designated as an additional driver of a vehicle on an automobile insurance policy is not a "person named in the policy" within the meaning of MCL 500.3114(1). Transamerica Ins Corp of America v Hastings Mut Ins Co., 185 Mich App 249; 460 NW2d 291 (1990). See Beaumont Health System v. State Farm Mutual Automobile Insurance Company, unpublished per curiam opinion of the Court of Appeals, issued November 8, 2016 (Docket Nos. 328291 and 329103)(Even though owner is a listed driver on the non-owner's no-fault insurance policy, the owner is ineligible for PIP benefits for failure to obtain the requisite security required by MCL 500.3101)(Exhibit 4: Beaumont Health unpublished opinion).
- 12. Consequently, pursuant to MCL 500.3113(b), Myers is ineligible for PIP benefits because neither he, nor Morgan Watson, as the co-owners of the subject motor vehicle maintained the requisite automobile insurance coverage.
- 13. Therefore, there is no genuine issue of material fact that Myers is ineligible for PIP benefits and the instant Plaintiffs' derivative claim for PIP benefits, as assignees, likewise fails.
- 14. As an alternative basis for dismissal, JoAnn Hyatt's insurance policy with Defendant Metropolitan is void *ab initio* because of the concealment, at the time the Mountaineer was added to her insurance policy, that Plaintiff Myers was a title owner of the Mountaineer and that Plaintiff Myers was a primary driver of the vehicle.
- Consequently, Plaintiffs' derivative claim for PIP benefits is likewise subject to dismissal.

RECEIVED by MSC

WHEREFORE, pursuant to MCR 2.116(C)(10) and for the reasons set forth in the attached brief in support, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court dismiss Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group's, claims against Metropolitan with prejudice.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Dated: June 14, 2018

### BRIEF IN SUPPORT

#### I. INTRODUCTION

This is a case for first party PIP benefits filed by Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group, as assignees of Jacob Myers ("Myers") seeking payment for alleged medical treatment rendered to Myers following his involvement in a motor vehicle accident on August 15, 2016, while operating a 2003 Mercury Mountaineer (hereinafter "Mountaineer"). (Exhibit 1: Complaint).

Michigan law is well settled that an owner of the motor vehicle involved in the accident is ineligible to obtain PIP benefits when the only insurance on the vehicle was secured by a non-owner.

Barnes v. Farmers Ins. Exch., 308 Mich App 1, 7-9; 862 NW2d 681 (2014).

In the present case, neither of the co-owners, Myers and Morgan Watson, secured insurance on the Mountaineer. Instead, the Mountaineer was insured by a non-owner, JoAnn Hyatt. (Exhibit 3: Metropolitan Declaration Sheet & Policy). Ms. Hyatt testified as to why she insured the vehicle as a non-owner: "I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction." (Exhibit 5: JoAnn Hyatt EUO, p. 22).

While Morgan Watson is an additional listed driver of the Mountaineer on Ms. Hyatt's insurance policy with Defendant Metropolitan, that designation does not constitute a "named insured" for purposes of the No-Fault Act. In this regard, Michigan courts have consistently held that a person designated as an additional driver of a vehicle on an automobile insurance policy is not a "person named in the policy" within the meaning of MCL 500.3114(1). Transamerica Ins Corp of America v Hastings Mut Ins Co., 185 Mich App 249; 460 NW2d 291 (1990).

Consequently, pursuant to MCL 500.3113(b), Myers is ineligible for PIP benefits because neither he, nor Morgan Watson, as the co-owners of the subject motor vehicle maintained the requisite coverage. Therefore, Defendant Metropolitan respectfully requests that Plaintiffs' Complaint, which is a derivative claim for PIP benefits as assignees, be dismissed.

As an alternative basis for dismissal, JoAnn Hyatt's insurance policy with Defendant Metropolitan is void *ab initio* because of the concealment of the material fact that Myers was a co-owner of the Mountaineer and that Myers was a primary driver of the vehicle. Consequently, Defendant Metropolitan respectfully submits that Plaintiffs' derivative claim for PIP benefits as assignees is likewise subject to dismissal on this alternative basis for dismissal.

#### II. RELEVANT FACTS

The subject motor vehicle accident occurred on August 15, 2016. At the time of the subject motor vehicle accident, Myers was driving a 2003 Mountaineer. It is undisputed that Myers and his girlfriend, Morgan Watson, were the title owners of the Mountaineer at the time of the accident. (Exhibit 2: Title to Mountaineer).

Likewise, it is undisputed that neither Myers, nor Morgan Watson, were named insureds on a policy of no-fault insurance that covered the 2003 Mountaineer. Instead, the Mountaineer was insured by a non-owner, JoAnn Hyatt. (Exhibit 3: Metropolitan Declaration Sheet & Policy). Indeed, JoAnn Hyatt is the only "named insured" on Defendant Metropolitan's automobile insurance policy and declarations sheet. *Id.* Ms. Hyatt's granddaughter, Morgan Watson, was merely a listed driver on Ms. Hyatt's policy of no-fault insurance with Defendant Metropolitan *Id.* 

Myers was <u>not</u> identified by Ms. Hyatt as a title owner of the Mountaineer at the time Ms. Hyatt added the vehicle to the subject insurance policy. Likewise, Myers was not identified by Ms. Hyatt as a primary driver of the Mountaineer by Ms. Hyatt. Consequently, Myers is not identified on Metropolitan's policy. *Id*.

### III. STANDARD OF REVIEW

A motion under MCR 2.116(C)(10) tests the factual sufficiency of a claim. A motion under MCR 2.116(C)(10) must specifically identify the issues as to which the moving party believes there is no genuine issue as to any material fact. MCR 2.116(G)(4).

In presenting a motion for summary disposition, the moving party has the initial burden of supporting its position by affidavits, depositions, admissions or other documentary evidence.

Neubacher v Globe Furniture Rentals, 205 Mich App 418, 420; 522 NW2d 335 (1994).

cher v Globe Furniture Rentals, 205 Mich App 418, 420; 522 NW2d 335 (1994).

In reviewing a motion for summary disposition pursuant to MCR 2.116(C)(10), the Court shall consider affidavits, pleadings, depositions, admissions and other documentary evidence filed in the action or submitted by the parties in the light most favorable to the party opposing the motion. *Quinto* v Cross & Peters Co., 451 Mich 358, 362; 547 NW2d 314 (1995). All inferences are to be drawn in favor of the party opposing the motion. Gamet v Jenkins, 38 Mich App 719; 197 NW2d 160 (1972) Mere personal beliefs, conjecture or speculation are insufficient to support or oppose a motion for summary disposition. Libralter Plastics, Inc. v Chubb Group of Insurance Companies, 199 Mich App 482, 486; 502 NW2d 742 (1993).

#### IV. LAW AND ARGUMENT

## Myers is ineligible for PIP coverage with Defendant Metropolitan.

Pursuant to Michigan's No-Fault Act, MCL 500.3101, et. seq., every "owner or registrant of a motor vehicle required to be registered in this state" must have personal protection insurance. MCL 500.3101(1). An insurer who elects to provide automobile insurance is liable to pay no-fault benefits subject to the provisions of the act. See MCL 500.3105(1).

To insure a vehicle properly, an owner of the vehicle must maintain the insurance on that vehicle. MCL 500.3101(1) provides, in pertinent part: "[t]he owner or registrant of a motor vehicle required to be registered in this state shall maintain security for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance."

In regards thereto, MCL 500.3113 provides, in pertinent part:

A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:

(b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.

MCL 500.3101(1).

Accordingly, if a vehicle is not insured by an owner, then the vehicle is not properly insured Michigan law.

Michigan courts have consistently held that an owner of a motor vehicle involved in an accident under Michigan law.

is precluded from obtaining PIP benefits where the only insurance on the vehicle was secured by a non-owner. Barnes v. Farmers Ins. Exch., 308 Mich App 1, 7-9; 862 NW2d 681 (2014). In Barnes the plaintiff was involved in an accident while driving a motor vehicle she co-owned with her mother. Id. at 2-3. At the time of the accident, the motor vehicle was only covered by an insurance policy obtained by a non-owner. Id. at 3, 9. The Court of Appeals determined that, pursuant to MCI 500.3113(b), the plaintiff was ineligible for PIP benefits. Id. at 8-9. In so doing, it distinguished Iqbal v Bristol West Insurance Group, 278 Mich App 31; 748 NW2d 574 (2008), stating, in part: "[W]hile Igbal held that each and every owner need not obtain insurance, it did not allow for owners to avoid the consequences of MCL 500.3113(b) if no owner obtained the required insurance. Thus, under the plain language of MCL 500.3113(b), when none of the owners maintains the requisite coverage, no owner may recover PIP benefits." Id. at 8-9.

Plaintiffs might attempt to argue that Morgan Watson, as co-owner of vehicle, allegedly maintained insurance on the vehicle as an additional listed driver on Defendant Metropolitan's insurance policy with JoAnn Hyatt. However, this argument will fail. Indeed, Michigan case law is well settled that a person designated as an additional listed driver of a vehicle on an automobile insurance policy is not a "person named in the policy" within the meaning of MCL 500.3114(1). There are numerous cases that reflect this holding.

Most often cited for this established precedent is Transamerica Ins Corp of America v Hastings Mut Ins Co., 185 Mich App 249; 460 NW2d 291 (1990), wherein the Michigan Court of Appeals held that a Hastings Mutual insurance policy that listed a person as an additional driver of a vehicle did not make him a "person named in the policy" for purposes of MCL 500.3114(1). According to the Court, "to hold otherwise would expand the insurer's exposure to a point beyond justifiable limits." See Beaumont Health System v. State Farm Mutual Automobile Insurance Company, unpublished per curiam opinion of the Court of Appeals, issued November 8, 2016 (Docket Nos. 328291 and 329103)(Even though an owner is a listed driver on the non-owner's no-fault insurance policy, the owner is ineligible for PIP benefits for failure to obtain the requisite security required by MCL 500.3101)(Exhibit 4: Beaumont Health unpublished opinion).

In the instant situation, JoAnn Hyatt is the <u>only</u> person identified on the Declarations as "named insured." Pursuant to the foregoing case law, an additional listed driver is <u>not</u> a named insured. As such, even though Morgan Watson was an additional listed driver on the Ms. Hyatt's no-fault insurance policy, Myers and Morgan are ineligible for PIP benefits because of their failure to obtain the requisite security required by MCL 500.3101. Therefore, the subject motor vehicle was only covered by an insurance policy obtained by a non-owner, JoAnn Hyatt. Consequently, pursuant to MCL 500.3113(b), Myers is ineligible for PIP benefits because neither he, nor Morgan Watson, as the co-owners of the subject motor vehicle, maintained the requisite coverage.

### B. Plaintiffs' Derivative Claim is Likewise Subject to Dismissal.

A medical provider claim made pursuant to an assignment of rights is a derivative claim. *Brown* v Blue Cross Blue Shield of Tennessee, 827 F3d 543, 547-548 (6<sup>th</sup> Cir. 2016)(An assignment of the right to payment confers on the assignee derivative standing to sue, in the sense that the assignee's rights derive entirely from the assignor; it acquires no greater and no fewer rights than the assignor had to give). Consequently, Defendant Metropolitan respectfully submits that Plaintiffs' Complaint is subject to dismissal because Myers is ineligible for PIP benefits.

- C. In the Alternative, JoAnn Hyatt's no-fault insurance policy with Defendant Metropolitan is void ab initio because of concealment of material fact.
  - 1. There is no genuine issue of material fact that the policy is void because of concealment that Myers was a co-owner and a primary driver of the Mountaineer.

The subject insurance policy excludes coverage for claims involving the concealment or misrepresentation of material facts. In this regard, the subject insurance policy states as follows:

(Exhibit 3: Metropolitan's insurance policy, p. 19).

3. FRAUD AND MISREPRESENTATION

All coverages under this policy are void if, whether before or after a loss, you or any person seeking coverage has:

a. concealed or misrepresented any material fact or made any fraudulent statements; or

b. in the case of any fraud or attempted fraud, affected any matter regarding this policy or any loss for which coverage is sought.

bit 3: Metropolitan's insurance policy, p. 19).

It is well settled that an insurance policy An insurance post need to prove the elements of fraud. required by the terms of the insurance policy. An insurer does not need to prove the elements of fraud but merely that: (i) the insured concealed a material fact; and (ii) the insurer relied upon the insured's failure to disclose. In 21st Century Premier Insurance Company v Zufelt, 315 Mich App 437; 889 NW2d 759, 764 (2016), the Michigan Court of Appeals held as follows:

> The plain terms of the contract did not require a finding of fraud or intentional misstatement, but rather allowed plaintiff to rescind the contract based on a false statement, misstatement of a material fact, or a failure to disclose. Indeed, it is well settled that an insurer is entitled to rescind a policy ab initio on the basis of a material misrepresentation made in an application for no-fault insurance. Lash v. Allstate Ins. Co., 210 Mich.App. 98, 103, 532 N.W.2d 869 (1995); Burton v. Wolverine Mut. Ins. Co., 213 Mich.App. 514, 517; 540 N.W.2d 480 (1995). 'Rescission is justified without regard to the intentional nature of the misrepresentation, as long as it is relied upon by the insurer. Reliance may exist when the misrepresentation relates to the insurer's guidelines for determining eligibility for coverage.' Lake States Ins. Co. v. Wilson, 231 Mich.App. 327, 331, 586 N.W.2d 113 (1998).

21st Century Premier Ins. Co. v Zufelt, supra at 446.

In the present case, it is undisputed that Myers was not identified by Ms. Hyatt as a title owner of the Mountaineer at the time Ms. Hyatt added the vehicle to the subject insurance policy. (Exhibit 3: Declarations page). Likewise, Myers was not identified by Ms. Hyatt as a primary driver of the Mountaineer at the time Ms. Hyatt added the vehicle to the subject insurance policy. Consequently, Myers is not identified on Metropolitan's policy. Id.

12

Undoubtedly, Metropolitan relied on the failure to disclose and added the Mountaineer to Ms. Hyatt's automobile insurance policy without consideration of Myers as co-owner of the Mountaineer and without consideration of Myers being a primary driver of the vehicle. There is no genuine issue of material fact as Defendant Metropolitan's reliance on Ms. Hyatt's representations or lack therof. For these reasons, the insurance policy is void *ab initio* for concealment of material fact pursuant to the terms of the policy.

While intent is not a necessary element to void the policy, Ms. Hyatt did admit to adding the vehicle to her policy to obtain "cheaper" insurance for her granddaughter, Morgan Watson. (Exhibit 16: JoAnn Hyatt EUO, p. 22).

# 2. Defendant Metropolitan had no duty to investigate ownership of the vehicle.

In *Titan Ins. Co. v Hyten*, 491 Mich 547, 570-73; 817 NW2d 562, 575-77 (2012), the Michigan Supreme Court clarified that an insurer has no duty to investigate or verify the representations of a potential insured. Thus, Plaintiffs cannot argue that it was incumbent upon Metropolitan to investigate further to determine who owned the Mountaineer. It is anticipated that Plaintiffs may argue that Defendant Metropolitan could have performed some "due diligence" and performed a title search to verify ownership of the Mountaineer. However, such argument is contrary to Michigan law. In *Titan*, *supra*, the Michigan Supreme Court re-affirmed *Keys v. Pace*, 358 Mich 74; 99 NW2d 547 (1959):

Although Keys was decided before the no-fault act became law, we take this opportunity to reaffirm the principles stated therein, to wit, that an insurer has no duty to investigate or verify the representations of a potential insured. See Keys, 358 Mich. at 84–85, 99 N.W.2d 547. Furthermore, as we held in Keys:

<sup>&</sup>lt;sup>1</sup> As set forth in 21st Century Premier Insurance Company v Zufelt, supra, it is not necessary to prove intent when the plain terms of the insurance policy do not require a finding of fraud or intentional misstatement. Likewise, in this case, the plain terms of Defendant Metropolitan's insurance policy do not require a finding of fraud or intentional misstatement but rather the concealment or misrepresentation of material fact. (Exhibit 3: Metropolitan's insurance policy, p. 19). However, Ms. Hyatt's testimony would establish intent even if it was necessary to prove same.

The short answer to the arguments of waiver and estoppel is that a litigant cannot be held estopped to assert a defense, or to have waived his right thereto, because of facts he does not know, unless, as a matter of judicial policy, we are ready to say he "should" know them. This we can always do, of course, but there is nothing before us as a matter of fact or of sound policy, to warrant imposition of such knowledge. [Id. at 84, 99 N.W.2d 547.]

The Keys rule, which allows an insurer to avail itself of a legal or equitable remedy on the ground of fraud in the application for insurance, notwithstanding that the claimant is a third party and the fraud could have been discovered through further investigation, comports with the long-established understanding of fraud in Michigan.

Titan Ins. Co. v Hyten, 491 Mich 547, 570; 817 NW2d 562 (2012) (Emphasis added).

In the present case, the concealment was not easily ascertainable. However, even if it had been easily ascertainable, Michigan law is clear that no evidence is needed by Metropolitan to show what steps it took to uncover the concealment:

As already noted, it is well settled in Michigan that fraud in the application for an insurance policy may allow the blameless contracting party to avoid its contractual obligations through the application of traditional legal and equitable remedies. Michigan's common law has consistently defined the elements of fraud without reference to whether the fraud could, upon the exercise of reasonable diligence in carrying out further investigation, have been discovered by the party claiming that it was harmed by the fraud. See Candler, 208 Mich. at 121, 175 N.W. 141 (defining the elements of actionable fraud); United States Fidelity, 412 Mich. at 115-116, 313 N.W.2d 77 (defining the elements of innocent misrepresentation), quoting Holcomb, 69 Mich. at 399, 37 N.W. 497 (Morse, J., concurring); and Tompkins, 60 Mich. at 480, 483, 27 N.W. 651 (defining the elements of silent fraud). To hold an insurer to a different and higher standard, one that would require it affirmatively to investigate the veracity of all representations made by its contracting partners before it could avail itself of these remedies, would represent a substantial departure from the wellestablished understanding of fraud. We discern no basis for treating insurers differently from all other parties who enter into contracts in this state.

14

In accordance with our longstanding jurisprudence before *Kurylowicz*, an insurer may seek to avoid liability under an insurance policy using traditional legal and equitable remedies including cancellation, rescission, or reformation, on the ground of fraud made in an application for insurance, *notwithstanding that the fraud may have been easily ascertainable and the claimant is a third party*. This rule is consistent with Michigan's well-settled understanding of fraud. Accordingly, we overrule *Kurylowicz*, 67 Mich.App. 568, 242 N.W.2d 530, and its progeny, there being nothing in the law to warrant the establishment or imposition of an "easily ascertainable" rule.

Titan, supra at 570-572 (Emphasis added).

Thus, Defendant Metropolitan had no duty to investigate whether Jacob Myers was an owner and primary driver of the Mountaineer. Notably, Michigan law goes so far as to hold that even if it were "easily ascertainable" for Metropolitan to verify whether the Mountaineer was owned by an uninsured driver, there is still no duty to investigate. The policy behind this holding is that Michigan's common law has consistently defined the elements of misrepresentation without reference to whether the misrepresentation could, upon the exercise of reasonable diligence in carrying out further investigation, have been discovered by the party claiming that it was harmed. Moreover, if insurers had to perform a title search on every vehicle insured in the State of Michigan, the costs would eventually be passed on to the consumers in the form of increased premiums.

Therefore, Ms. Hyatt's insurance policy is void *ab initio* for concealment of material fact pursuant to the terms of the policy. Accordingly, Defendant Metropolitan respectfully submits that Plaintiffs' derivative claim for PIP benefits is likewise subject to dismissal.

#### V. CONCLUSION

CONCLUSION

WHEREFORE, pursuant to MCR 2.116(C)(10) and for the reasons set forth above, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court dismiss Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group's claims against Metropolitan with prejudice.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISTON F. ROSSI (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Dated: June 14, 2018

#### PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause, by overnighting same to them at their respective addresses as disclosed by the pleadings herein, with postage fully prepaid thereon June 14, 2018

16

#### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP;

Plaintiffs,

Case No. 17- 07407

-NF

V.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY; and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY;

COMPLAINT

Defendants.

Thomas S. Baker (P55589) Miller Johnson Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306 (616) 831-1720 Rec'd & Filed

**DENNIS B. LEIBER** 

(P-22889)

AUG 15 2017

KENT COUNTY CIRCUIT COURT

A CIVIL CASE ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THE COMPLAINT WAS FILED IN THE WAYNE COUNTY CIRCUIT COURT, ENTITLED STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY V METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, CASE NO. 17-005137-NI AND WAS ASSIGNED TO THE HONORABLE CATHY M. GARRETT. THE CASE IS PENDING.

Plaintiffs state:

#### JURISDICTIONAL ALLEGATIONS

- Plaintiff Mecosta County Medical Center, d/b/a Spectrum Health Big Rapids ("Big Rapids Hospital") is a Michigan non-profit hospital corporation conducting business at 605 Oak Street, Big Rapids, Michigan 49307.
- Plaintiff Spectrum Health Hospitals ("Spectrum") is a Michigan non-profit hospital corporation conducting business at 100 Michigan N.E., Grand Rapids, Michigan 49503.
- Plaintiff Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group ("SHMG") is a Michigan non-profit hospital corporation conducting business at 1860 Wealthy S.E., Grand Rapids, Michigan 49506.
- Plaintiff Mary Free Bed Rehabilitation Hospital ("Mary Free Bed") is a Michigan non-profit corporation conducting business at 235 Wealthy S.E., Grand Rapids, Michigan 49503.
- Plaintiff Mary Free Bed Medical Group (MFB Medical Group") is a Michigan corporation conducting business at 235 Wealthy S.E., Grand Rapids, Michigan 49503.
- 6. Defendant Metropolitan Group Property and Casualty Insurance Company ("MetLife") is a Rhode Island insurance company with its registered address at 700 Quaker Lane, PO Box 350, Warwick, Rhode Island 02887-0350. Its Michigan Resident Agent is The Corporation Company, 40600 Ann Arbor Road East, Suite 201, Plymouth, Michigan 48170-4675.
- 7. MetLife is licensed to conduct business in Michigan, and continuously and systematically conducts business in Kent County, Michigan
- 8. Defendant State Farm Mutual Automobile Insurance Company ("State Farm") is an Illinois insurance company with its registered address at 1 State Farm Plaza, Bloomington, Illinois 61710-0001. Its Michigan Resident Agent is CSC-Lawyers Incorporating

Service Company, 601 Abbot Road, East Lansing, Michigan 48823.

- State Farm is licensed to conduct business in Michigan, and continuously and systematically conducts business in Kent County, Michigan.
- 10. This claim involves collection of charges for medical care and treatment provided by Plaintiffs to Jacob Myers in Kent County, and a request for declaratory relief as to coverage under an applicable insurance policy.
  - 11. The amount in controversy is greater than \$25,000.
  - 12. This case is within the jurisdiction and venue of this Court.

#### GENERAL ALLEGATIONS

- 13. On August 15, 2016, Jacob Myers sustained accidental bodily injury in a motor vehicle accident. A copy of the police report of the accident is attached marked **Exhibit**A.
- 14. Upon information and belief, at the time of the motor vehicle accident, MetLife provided Michigan no-fault insurance to Joann Hyatt, the resident relative of the co-owner of the involved vehicle, Morgan Watson.
  - 15. MetLife assigned claim number SLF68110 to this claim.
  - 16. MetLife denied no-fault benefits for Jacob Myers.
- 17. Upon information and belief, MetLife filed suit in the Wayne County Circuit Court alleging that State Farm is highest in the order of priority for benefits. The case is pending.
  - 18. State Farm assigned claim number 22-985D-997 to this claim.
- 19. Plaintiffs have billed the medical charges to Defendants. The charges billed to Defendants are Plaintiffs' customary charges for like products, services and accommodations, and are commercially reasonable.

- 20. Jacob Myers has assigned to Plaintiffs the right to pursue payment of their charges from Defendants, under the assignments attached to this Complaint as **Exhibit B**.
- 21. Jacob Myers has designated Plaintiffs as his representative authorized to pursue payment of Plaintiffs' charges from Defendants, under the designation of representatives attached to this Complaint as **Exhibit B**.
- 22. Plaintiffs have made demand upon Defendants for payment of the outstanding medical charges, but Defendants have refused and still refuse to pay Plaintiffs' claim.

#### **BIG RAPIDS HOSPITAL**

- October 16, 2016 through October 17, 2016, from October 31, 2016, on November 16, 2016, on December 21, 2016, from December 31, 2016 through January 1, 2017, on January 3, 2017, from January 22, 2017 through January 23, 2017, on February 2, 2017, on February 16, 2017, on March 1, 2017, on March 29, 2017, and on May 4, 2017, Big Rapids Hospital provided reasonably necessary care and treatment to Jacob Myers, for injuries arising out of the motor vehicle accident.
- 24. Big Rapids Hospital's charges for the medical care and treatment provided to Jacob Myers on these dates of service total \$37,408.64
- 25. On October 13, 2016, November 11, 2016, February 16, 2017, and on February 24, 2017, Big Rapids Hospital provided MetLife with its UB-04 billing forms, itemized statements, and medical records documenting the claim.
- 26. On March 16, 2016, July 21, 2017, July 24, 2017, and on July 27, 2016, Big Rapids Hospital provided State Farm with its UB-04 billing forms, itemized statements, and medical records documenting the claim.

Defendants have failed to pay the Big Rapids Hospital medical charges.

#### SPECTRUM

- 28. From August 15, 2016 through September 12, 2016, on November 9, 2016, on January 19, 2017, January 20, 2017, February 20, 2017, April 21, 2016, and May 19, 2017, Spectrum provided reasonably necessary care and treatment to Jacob Myers, for injuries arising out of the motor vehicle accident.
- 29. Spectrum's charges for the medical care and treatment provided to Jacob Myers on these dates of service total \$449,346.60.
- 30. On September 20, 2016, December 2, 2016, and on March 1, 2017, Spectrum provided MetLife with its UB-04 billing forms, itemized statements, and medical records documenting the claim.
- 31. On July 20, 2017, July 21, 2017, July 24, 2017, and August 15, 2017, Spectrum provided State Farm with its UB-04 billing forms, itemized statements, and medical records documenting the claim.
  - 32. Defendants have failed to pay the Spectrum medical charges.

#### SHMG

- 33. From August 15, 2016 through June 30, 2017, SHMG provided reasonably necessary care and treatment to Jacob Myers, for injuries arising out of the motor vehicle accident.
- 34. SHMG's charges for the medical care and treatment provided to Jacob Myers on these dates of service total \$62,826.00.
- 35. SHMG provided MetLife with its UB-04 billing forms, itemized statements, and medical records documenting the claim.

- 36. SHMG provided State Farm with its UB-04 billing forms, itemized statements, and medical records documenting the claim.
  - 37. Defendants have failed to pay the SHMG medical charges

### MARY FREE BED

- 38. From September 12, 2016 through September 28, 2016, Mary Free Bed provided reasonably necessary care and treatment to Jacob Myers, for injuries arising out of the motor vehicle accident.
- 39. Mary Free Bed's charges for the medical care and treatment provided to Jacob Myers on these dates of service total \$51,174.94.
- 40. On October 13, 2016, Mary Free Bed provided MetLife with its UB-04 billing form, itemized statement, HCFA-1500 billing form and medical records documenting the claim.
- 41. On December 15, 2016, Mary Free Bed provided State Farm with its UB-04 billing form, itemized statement, HCFA-1500 billing form and medical records documenting the claim.
  - 42. Defendants have failed to pay the Mary Free Bed medical charges.

#### MFB MEDICAL GROUP

- 43. On September 9, 2016, from September 12, 2016 through September 21, 2016, on September 22, 2016, September 23, 2016, from September 24, 2016 through September 25, 2016, on September 26, 2016, September 27, 2016, September 28, 2016, January 30, 2017 and on May 4, 2017, MFB Medical Group provided reasonably necessary care and treatment to Jacob Myers, for injuries arising out of motor vehicle accident.
- 44. MFB Medical Group's charges for the medical care and treatment provided to Mr. Myers on these dates of service total \$4,402.37.

- 45. On December 14, 2016, December 15, 2016, December 16, 2016, February 9, 2017, and on July 17, 2017, MFB Medical Group provided MetLife with its HCFA-1500 billing forms and medical records documenting the claim.
- 46. On September 23, 2016, September 28, 2016, September 29, 2016, October 5, 2016, November 5, 2016, November 8, 2016, February 8, 2017, and on May 10, 2017, MFB Medical Group provided State Farm with its HCFA-1500 billing forms and medical records documenting the claim.
  - 47. Defendants have failed to pay the MFB Medical Group charges.

# COUNT I/BREACH OF CONTRACT FOR NO-FAULT BENEFITS (ASSIGNMENT OF BENEFITS AS TO METLIFE)

- 48. Plaintiffs incorporate the preceding allegations by reference.
- 49. Under MCL 500.3101 et. seq., and the applicable insurance contract, MetLife is liable to Jacob Myers for payment of personal protection insurance benefits, which benefits include coverage for payment of the medical charges.
- 50. Under MCL 500.3142, MetLife received reasonable proof of the fact and the amount of the claim.
- 51. For the identified service dates, the principal amount of \$37,408.64 remains due and owing to Big Rapids Hospital.
- 52. For the identified service dates, the principal amount of \$449,346.60 remains due and owing to Spectrum.
- 53. For the identified service dates, the principal amount of <u>S.</u> remains due and owing to SHMG.
- 54. For the identified service dates, the principal amount of \$51,174.94 remains due and owing to Mary Free Bed.

- 55. For the identified service dates, the principal amount of \$4,402.37 remains due and owing to MFB Medical Group.
- 56. Pursuant to MCL 500.3142 and the applicable assignment, Plaintiffs are entitled to 12% interest on the medical charges because MetLife failed to pay the charges within 30 days of receiving reasonable proof of the fact and the amount of the loss.
- 57. Pursuant to MCL 500.3148 and the applicable assignment, Plaintiffs are entitled to their reasonable attorney fees because MetLife unreasonably denied or unreasonably delayed payment.

WHEREFORE, Plaintiff Mecosta County Medical Center, d/b/a Spectrum Health Big Rapids requests Judgment in its favor and against Defendant, Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$37,408.64, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate

WHEREFORE, Plaintiff Spectrum Health Hospitals requests Judgment in its favor and against Defendant, Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$449,346.60, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group requests Judgment in its favor and against Defendant, Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$62,826.00, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Rehabilitation Hospital requests Judgment in its favor and against Defendant, Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$51,174.94, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Medical Group requests Judgment in its favor and against Defendant, Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$4,402.37, plus interest under MCL 600.6013, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which this Court finds to be appropriate.

## COUNT II/BREACH OF CONTRACT FOR NO FAULT BENEFITS (DESIGNATION OF AUTHORIZED REPRESENTATIVE AS TO METLIFE)

- 58. Plaintiffs incorporate the preceding allegations by reference.
- 59. Under MCL 500.3101 et seq., and the applicable insurance policy, MetLife is liable to Jacob Myers for payment of personal injury protection benefits, which benefits include coverage for payment of the medical charges.
- 60. Under MCL 500.3142, MetLife received reasonable proof of the fact and the amount of the loss as to the medical charges.
- 61. Pursuant to MCL 500.3142 and the applicable designation of representative, Plaintiffs are entitled to 12% interest on the medical charges because MetLife failed to pay the charges within 30 days of receiving reasonable proof of the fact and the amount of the loss.

62. Pursuant to MCL 500.3148, and the applicable designation of representative, Plaintiffs are entitled to their reasonable attorney fees because MetLife failed to timely pay the claim.

WHEREFORE, Plaintiff Mecosta County Medical Center, d/b/a Spectrum Health Big Rapids requests Judgment in its favor and against Defendant Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$37,408.64, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Hospitals requests Judgment in its favor and against Defendant Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$449,346.60 plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group requests Judgment in its favor and against Defendant Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$62,826.00 plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate

WHEREFORE, Plaintiff Mary Free Bed Rehabilitation Hospital requests Judgment in its favor and against Defendant Metropolitan Group Property and Casualty Insurance Company, in the principal amount of \$51,174.94, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Medical Group requests Judgment in its favor and against Defendant Metropolitan Group Property and Casualty Insurance Company in the principal amount of \$4,402.37, plus interest under MCL 600.6013, interest as provided under MCL 500.3142, costs under MCR 2.625, attorney fees under MCL 500.3148, costs, and any other relief which this Court finds to be appropriate.

# COUNT HI/BREACH OF CONTRACT FOR NO-FAULT BENEFITS (ASSIGNMENT OF BENEFITS AS TO STATE FARM)

- 63. Plaintiffs incorporate the preceding allegations by reference.
- 64. Under MCL 500.3101 et. seq., and the applicable insurance contract, State Farm is liable to Jacob Myers for payment of personal protection insurance benefits, which benefits include coverage for payment of the medical charges.
- 65. Under MCL 500.3142, State Farm received reasonable proof of the fact and the amount of the claim.
- 66. For the identified service dates, the principal amount of \$37,408.64 remains due and owing to Big Rapids Hospital.
- 67. For the identified service dates, the principal amount of \$449,346.60 remains due and owing to Spectrum.
- 68. For the identified service dates, the principal amount of \$62,826.00 remains due and owing to SHMG.
- 69. For the identified service dates, the principal amount of \$51,174.94 remains due and owing to Mary Free Bed.
- 70. For the identified service dates, the principal amount of \$4,402.37 remains due and owing to MFB Medical Group.
  - 71. Pursuant to MCL 500.3142 and the applicable assignment, Plaintiffs are

entitled to 12% interest on the medical charges because State Farm failed to pay the charges within 30 days of receiving reasonable proof of the fact and the amount of the loss.

72. Pursuant to MCL 500.3148 and the applicable assignment, Plaintiffs are entitled to their reasonable attorney fees because State Farm unreasonably denied or unreasonably delayed payment.

WHEREFORE, Plaintiff Mecosta County Medical Center, d/b/a Spectrum Health Big Rapids requests Judgment in its favor and against Defendant, State Farm Mutual Automobile Insurance Company, in the principal amount of \$37,408.64, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Hospitals requests Judgment in its favor and against Defendant, State Farm Mutual Automobile Insurance Company, in the principal amount of <u>\$449,346.60</u> plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group requests Judgment in its favor and against Defendant, State Farm Mutual Automobile Insurance Company, in the principal amount of \$62,826.00 plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Rehabilitation Hospital requests Judgment in its favor and against Defendant, State Farm Mutual Automobile Insurance Company, in the principal amount of \$51,174.94, plus interest under MCL 600.6013, costs under

MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Medical Group requests Judgment in its favor and against Defendant, State Farm Mutual Automobile Insurance Company, in the principal amount of \$4,402.37, plus interest under MCL 600.6013, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which this Court finds to be appropriate.

## COUNT IV/BREACH OF CONTRACT FOR NO FAULT BENEFITS (DESIGNATION OF AUTHORIZED REPRESENTATIVE AS TO STATE FARM)

- Plaintiffs incorporate the preceding allegations by reference. 73.
- 74. Under MCL 500.3101 et seq., and the applicable insurance policy, State Farm is liable to Jacob Myers for payment of personal injury protection benefits, which benefits include coverage for payment of the medical charges.
- 75. Under MCL 500.3142, State Farm received reasonable proof of the fact and the amount of the loss as to the medical charges.
- 76. Pursuant to MCL 500.3142 and the applicable designation of representative, Plaintiffs are entitled to 12% interest on the medical charges because State Farm failed to pay the charges within 30 days of receiving reasonable proof of the fact and the amount of the loss.
- 77. Pursuant to MCL 500.3148, and the applicable designation of representative, Plaintiffs are entitled to their reasonable attorney fees because State Farm failed to timely pay the claim.

WHEREFORE, Plaintiff Mecosta County Medical Center, d/b/a Spectrum Health Big Rapids requests Judgment in its favor and against Defendant State Farm Mutual Automobile

Insurance Company, in the principal amount of \$37,408.64, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Hospitals requests Judgment in its favor and against Defendant State Farm Mutual Automobile Insurance Company, in the principal amount of \$449,346.60 plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group requests Judgment in its favor and against Defendant State Farm Mutual Automobile Insurance Company, in the principal amount of \$62,826.00 plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Rehabilitation Hospital requests Judgment in its favor and against Defendant State Farm Mutual Automobile Insurance Company, in the principal amount of <u>\$51,174.94</u>, plus interest under MCL 600.6013, costs under MCR 2.625, interest under MCL 500.3142, attorney fees under MCL 500.3148, and any other relief which the Court finds to be appropriate.

WHEREFORE, Plaintiff Mary Free Bed Medical Group requests Judgment in its favor and against Defendant State Farm Mutual Automobile Insurance Company in the principal amount of \$4,402.37, plus interest under MCL 600.6013, interest as provided under MCL 500.3142, costs under MCR 2.625, attorney fees under MCL 500.3148, costs, and any other relief which this Court finds to be appropriate.

### COUNT V/DECLARATORY RELIEF UNDER MCR 2.605 (METLIFE)

- 78. Plaintiffs incorporate the preceding allegations by reference.
- 79. MCR 2.605(A)(1) states that, "[i]n a case of actual controversy within its jurisdiction, a Michigan court of records may declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted."
- 80. Under the applicable contract and/or MCL 500.3101 et. seq., MetLife is liable for payment of personal protection insurance benefits to cover reasonable charges incurred for Jacob Myers' medical care for injuries arising out of the motor vehicle accident.
- 81. Under MCL 500.3112, "[p]ersonal protection insurance benefits are payable to or for the benefit of an injured person or, in the case of his death, to or for the benefit of his dependents."
- 82. Plaintiffs provided MetLife with the billings and medical records documenting the care and treatment provided by Plaintiffs to Jacob Myers.
  - 83. MetLife was obligated to timely pay the medical charges.
  - 84. MetLife has failed to do so.
- 85. The refusal and/or failure of MetLife to timely pay the medical charges is an actual controversy involving whether the medical charges are payable for Jacob Myers's care, recovery and rehabilitation under MCL 500.3101 et. seq.
- 86. Plaintiffs are interested parties in determining that MetLife is responsible for payment of the medical charges and, in fact, issues payment.
- 87. The Court has the power under MCR 2.605 to declare that MetLife is responsible for paying the medical charges for the benefit of Jacob Myers under MCL 500.3112.
  - 88. Under MCR 2.605(B), "an action is considered within the jurisdiction of a

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 1: Kent Circuit Court Complaint

court if the court would have jurisdiction of an action on the same claim or claims in which the plaintiff sought relief other than a declaratory judgment." The amount in controversy is greater than \$25,000, this Court otherwise would have jurisdiction over this claim, and therefore, jurisdiction is proper under MCR 2.605(B).

WHEREFORE, Plaintiffs request judgment in their favor declaring and/or determining:

- a. On August 15, 2016, Jacob Myers sustained accidental bodily injury in a motor vehicle accident;
- b. Plaintiffs provided Jacob Myers with reasonably necessary medical care and treatment for injuries arising out of the motor vehicle accident;
- c. MetLife is responsible to provide payment of Jacob Myers' medical charges related to the August 15, 2016 motor vehicle accident; as well as such additional charges as they continue to accrue for the care, recovery or rehabilitation of Jacob Myers;
- d. Other determinations, orders or Judgments necessary to fully adjudicate the rights of the parties; and
  - e. Any other relief the Court finds to be appropriate.

### COUNT VI/DECLARATORY RELIEF UNDER MCR 2.605 (STATE FARM)

- 89. Plaintiffs incorporate the preceding allegations by reference.
- 90. MCR 2.605(A)(1) states that, "[i]n a case of actual controversy within its jurisdiction, a Michigan court of records may declare the rights and other legal relations of an interested party seeking a declaratory judgment, whether or not other relief is or could be sought or granted."
  - 91. Under the applicable contract and/or MCL 500.3101 et. seq., State Farm is

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 1: Kent Circuit Court Complaint

liable for payment of personal protection insurance benefits to cover reasonable charges incurred for Jacob Myers's medical care for injuries arising out of the motor vehicle accident.

- 92. Under MCL 500.3112, "[p]ersonal protection insurance benefits are payable to or for the benefit of an injured person or, in the case of his death, to or for the benefit of his dependents."
- 93. Plaintiffs provided State Farm with the billings and medical records documenting the care and treatment provided by Plaintiffs to Jacob Myers.
  - 94. State Farm was obligated to timely pay the medical charges.
  - State Farm has failed to do so.
- 96. The refusal and/or failure of State Farm to timely pay the medical charges is an actual controversy involving whether the medical charges are payable for Jacob Myers's care, recovery and rehabilitation under MCL 500.3101 et. seq.
- 97. Plaintiffs are interested parties in determining that State Farm is responsible for payment of the medical charges and, in fact, issues payment.
- 98. The Court has the power under MCR 2.605 to declare that State Farm is responsible for paying the medical charges for the benefit of Jacob Myers under MCL 500.3112.
- 99. Under MCR 2.605(B), "an action is considered within the jurisdiction of a court if the court would have jurisdiction of an action on the same claim or claims in which the plaintiff sought relief other than a declaratory judgment." The amount in controversy is greater than \$25,000, this Court otherwise would have jurisdiction over this claim, and therefore, jurisdiction is proper under MCR 2.605(B).

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 1: Kent Circuit Court Complaint

WHEREFORE, Plaintiffs request judgment in their favor declaring and/or determining:

- a. On August 15, 2016, Jacob Myers sustained accidental bodily injury in a motor vehicle accident;
- b. Plaintiffs provided Jacob Myers with reasonably necessary medical care and treatment for injuries arising out of the motor vehicle accident;
- c. State Farm is responsible to provide payment of Jacob Myers' medical charges related to the August 15, 2016 motor vehicle accident; as well as such additional charges as they continue to accrue for the care, recovery or rehabilitation of Jacob Myers;
- d. Other determinations, orders or Judgments necessary to fully adjudicate the rights of the parties; and
  - e. Any other relief the Court finds to be appropriate.

MILLER JOHNSON

Attorneys for Plaintiffs

Dated: August 15, 2017

Thomas S. Baker (P55589)

Business Address:

Br

P.O. Box 306

45 Ottawa S.W., Suite 1100

Grand Rapids, Michigan 49501-0306

Telephone: (616) 831-1720

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 2: Mercury Mountaineer Title History



STATE OF MICHIGAN

# DEPARTMENT OF STATE LANSING

May 31, 2018

MONICA ROSSI 40950 WOODWARD AVE STE 306 BLOOMFIELD HILLS MI 48304

RE: Year & Make: 2003 MERCURY

Vehicle #: 4M2ZU86K43ZJ35334

Our records indicate Michigan Certificate of Title number 226E0840477 was issued for the vehicle stated above in the name of JACOB CARL MYERS AND MORGAN FLORABELL WATSON on 03/25/2016.

Our records further indicate that Michigan Certificate of Title number 226E0840477 was junked on 07/07/2017.

If you have any questions, please feel free to contact our office.

Sincerely,

RECORD LOOKUP UNIT Office of Customer Services 517.322.1624

rp

# MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 2: Mercury Mountaineer Title History

TRANSÁCTION T	YPE		PLATE	_	PLATE EX	PRATION DATE			226E0B40477 REG. FEE	
IPANS TI	PLE/TH	LANS PLATE	ססטל20	DJU7208		10/2016	0.00			
YEAR 2003	MAKE MEE	CURY	MODEL	=		VEHICLE IDENTIFICATION NUMBER 4M2ZU86K43ZJ35334		15.00		
BODY STYLE		PEE CATWEIGHT	DDOMETER	OWNER'S	DRIVER LICEN	SE NUMBER	FULL RIGH	ITS TO SURVIVOR	TAX	
STA WGH		000034	1452		356108625		N		30.00	
DVACOB CARL MYERS AND									REG.TRANSFER	
ATT AND THE		HLL WATSON							TOTAL	
1260 SUN EMHOT TB	VIEW I		3879					Co. Cd. 19	53.00	
FRST SECURED	PÁRTY		FIL	ING DATE	SECOND	SECURED PAS	RTY		FILING DATE	
NONE					NONE	-18				
West fail and I	40	PLICANT IDENTE-ICAT	rost .				150	AL PAPERS		
		- Moreal Indianalinali	TO IN		TYPE OF DOCUMENT		COUNTY	MA PAPERIO	STATE	
Dyner .	D Dtha	na Namas								
I.D. presented; M620356108625				COURT		FILE OR DOC	KET NUMBER	DATE EXMANDED		
Réésan for De	upilipase Tide	N D Lout D S	italen 🗆 Mublime	d	BRANCH	OFFICE.	EXAMINER IP	ent)	h	
CLA	M FOR 1	TAX EXEMPTION	USE	TAX RETUR	184	PU	RCHASE DATE:	102002	<del>.</del>	
REASON:			1. Purchase price o whichever is greate		03/24/2016 500.00 SELLER'S NAME			.6		
1,			2, 615 Tax		30.	The second	NEE THERE	BE HANSON	1	
l certify the tar shown above I box:			3. Credn for tax pa reciprocal state for		0.	0.00				
		le and all information on it to the best of my	4. Tax Boing Paid		30.	00				
Now Quaer's liapp	licans' Sign	a my			Co				ch office if you do thin 60 days	
X nerges wellson			This form or your title must be presented to purchase transfer plates.							
focument you	our tax r	of the correct tax lia eturn or prove you a ix, a negligence pens riminal prosecution o	re entitled to the lity, plus interest	exemption from the	n claimed date of fil	. If you ca	ennot support	your claim,	minimum penalties	
nother, brot nother-in-lay	her, sist	ter, child, stepparent er-in-law, sister-in-la	, stepchild, stepb w, son-in-law, da	rother, sta aughter-in-	epsister, f law, gran	alf-brothe dparent-in	r, half-sister, -lawr, grandon	grandparent ild-ın-law, la	is the spouse, father grandchild, father-ir gal ward, or legally- higan Department of	
				3 (5 \$1) \$ (32 ) 2 (4)	MONTH CALL	翻觸翻翻	即開題			
appointed gr Freasury. V <b>ALIDATIO</b> I	V:			川村川村田田		別的問題	<b>福利 時</b> 日 日 日			

RENEE THERESE HANSON 11683 BRANDYWINE DR BRIGHTON MI 48114

\*\* NOTICE TO SELLERS\*\* Sellers should keep a receipt or photocopy of the reassigned title for their records.

# MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 2: Mercury Mountaineer Title History

	There of Suit	cigning Montel & Invense (vanide)	a mendage a numeras						
,n	X Date of Sale	Salling Dotter's Livense Number	Purchaser's Address						
vourth Reassignment by Michigan Dealer	Printed Name of Bulling Signature of Agent	r Donker god Agein	"I am aware of the above adamater certification made by the selling deuter Signature of Purchaser(s)  X  Printed Name of Purchaser(s)						
	Information Belo	w Completed by Selling Dealer:	Information Below Completed by Purchaser(s):						
2 2	I further certify that the		I have transferred ownership of this velocie to the purchasers) usted below.						
	Date of Sale	Seiling Dealsr's Luceuse Number	Purchaser's Address						
by.	Signature of Agent		Printed Name of Purchass r(s)						
by Michigan Dealer	Printed Name of Sellin	g Dealer and Agent	"I am aware of the above adometer certification made by the solling dealer Signature of Purchaser(s)  X						
Deal	Information Belo	w Completed by Selling Dealer:	Information Below Completed by Purchaser(s):						
44	I further certify that th	I (selling dealer) warrant that the title is free and clear of all liens and I have transferred ownership of this vehicle to the purchaser(s) listed helow.  I further certify that the adometer reading is:  In Tenths:  I netural mileage I not netural mileage WARNING ODOMETER DISCREPANCY  Records mechanical limits of adometer							
	Dute of Solu	Selling Dealer's Luceuse Number	Purchaser's Address						
Second 'ver-solgument by Mickigan Donler	Signature of Agent		Printed Name of Parchasorial						
	Printed Name of Sellin	ng Dealer <u>und</u> Azent	"I am aware of the above edometer cer. ficution unde by the selling dealer Signature of Purchaser(s)						
Deale	Information Belo	ow Completed by Selling Dealer:	Information Bolow Completed by Purchaser(s):						
eint.		hy odometer reading is:	nd I have transferred generable of this vehicle to the perchasers) listed helow.  [No Tenths]  [No Tenths]  [TER DISCREPANCY]. — exceeds mechanical limits of edometer						
	Date of Sale	Selling Desier's Livensy Number	Purchaser's Address						
First Reassignment by Michigan Dealer	X		Printed Name of Furchaser(s)						
	Printed Name of Sellis	ng Dosler <u>und</u> Agont	"I am aware of the above odometer certification made by the selling deale Signature of Purchager(s)						
	Information Bel	ow Completed by Selling Dealer:	Information Below Completed by Furchaser(s);						
	(NaTenthe)  [NaTenthe]  [Naten								
	I (seelling dealer) warrant that the title is free and clear of all liens and I have transferred ownership of this vehicle to the purchasories listed helow.  I further certify that the edometer reading is:								

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

(Page 1 of 55)

MetLife Auto & Home® Dayton Customer Service Center 9797 Springboro Pike, Dayton, Ohio 45448

### MetLife

This is to certify that the attached insurance policy is a true and accurate representation of the insurance policy described below:

Named Insured(s): JO ANN HYATT

Policy Type: Auto

Policy Number: 4825441810

Issuing Insurance Company: Metropolitan Group Property and Casualty Insurance Company

As of Date: 08/15/2016

Signed by: Rhonde SPlages

Kira M. Allabaugh

Notary:

Date: 10/4/2016



KIRA M ALLABAUGH Notary Public In and for the State of Ohio My Commission Expires October 24, 2017

MetLife® Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its Affiliates, Warwick, RI

(Page 2 of 55)

JO ANN HYATT A 482544181-0 METGROUP

Page 1 of 1

	ropolitan Group I	roperty a	nd Casual	Ity Insura	nce Cum	pany		Poll	cy # 4825	544181-0	
olicy Summary 30 ANN HYATT 1260 SURVIEW DR APT 5				tode Payr Plan Payr							
SAINT JOHNS MI 48879 Home Phone 989-277-4978 Email Address Joennhyatt31@ /ehicle Information			7.75				GPC Industry	DLR lode (		EIIT US LL	c
1 2008 MERCURY 2 2003 MERCURY		SEDAN SUV		7238R641 6K43ZJ353			Comp/Coll Sym 18/20 16/17		Terr 05 05	Use Work Work	Assigned 1 JO ANN 2 MORGAN
Driver Information Included Drivers IO ANN HYATT MORGAN FLORADELL WATSON	DOB 10/13/1956 08/09/1995		Marital Status Single Single	Yrs Lic 45 4	Rated Yes Yes	Incidents 2 0	Rel to Insd Insured Other				
overages and Premiums	Current Annua	l Premiur	n: 4074.	.00							
Personal Injury Protection* Bodily Injury Property Damage United United PD Lieb Comp (Premium) Towing Collision (Deductible) Collision (Premium) Collision (Premium) Sub Trans (Amount) Sub Trans (Amount) Sub Trans (Premium) Custom Sound Cus	100000/300 100000/300 100000/300 No Vehicle To ense Benefits — Fu	tal(s):	( 3	MERCURY MILAN 712 100 4 26 0 0 500 Ded ) 146 100 Ded ) 100 Ded ) 100 Ded	No C	TAI 76 76 76 76 76 76 76 76 76 76 76 76 76					
eductible Savings Benefit (C dentity Theft and Credit Pro	tection: Identity	Theft Reso	ution Serv	lce include		Annivers	ary Date: 05/03/3	017			
PFM Level: DG baductible Savings Benefit (F dentity Theft and Credit Prof Forms and Endorsements MPL 6010-000 VSSO	tection: Identity	Their Reso	(40	lice include		Annivers	MI7006 V911	1017	M	7710	
Seductible Savings Benefit (D Identity Theft and Credit Prof Forms and Endorsements MPL 6010-000	C115 V551		140 V2	1600B 702		Annivers	М1700Б	1017	M	7710	
Deductible Savings Benefit (Control of the Control	C115 V551 20 MERC MIL 27%	DB CURY AN 52 5 %	AI V2	16008 1702 1703 1703 1703 1703 1703 1703 1703 1703		Annivers	М1700Б	.017	M	7710	
deductible Savings Benefit (I dentity Theft and Credit Prof Forms and Endorsements MPL 5020-000 VS50 Policy Discounts Sw Payroll Deduction/Expres NetRewards Policy Level 02 Discounts/Surcharges Rate Level MetRewards Vahicle Level Vehicle Discounts And Leck Brakes Passive Restraint MetRewards Group Account Deviation Additional Interest Inform	C115 V551 20 MERC MIL 27%	DB CURY AN 52 5 %	AI V2	16008 1702 1703 1703 1703 1703 1703 1703 1703 1703		Annivers	М1700Б	.017	N	7710	
Deductible Savings Benefit (I Identity Theft and Credit Prof Forms and Endorsements MPL 6010-000 VS50 Policy Discounts  5% Payroll Deduction/Expres MetRewards Policy Level 02 Discounts/Surcharges  Rate Level MetRewards Vehicle Level Vehicle Discounts And Lock Brakes Passive Reatraint MetRewards MetRewards Group Account Deviation Additional Interest Inform 2008 MERCURY No Additional	C115 V551 20 MERC MII 27% nation	DB CURY AN 52 5 %	AI V2	16008 1702 1703 1703 1703 1703 1703 1703 1703 1703		Annivers	М1700Б	1017	M	7710	
Deductible Savings Benefit (I Identity Theft and Credit Prof Forms and Endorsements MPL 6010-000 VS50 Policy Discounts  5% Payroll Deduction/Expres MetRewards Policy Level 02 Discounts/Surcharges  Rate Level MetRewards Vehicle Level Vehicle Discounts And Lock Brakes Passive Reatraint MetRewards MetRewards Group Account Deviation Additional Interest Inform 2008 MERCURY No Additional	C115 V551  20 MERC MII  27% nation  003 MERCURY	DB CURY AN 52 5 %	AI V2	16008 1702 1703 1703 1703 1703 1703 1703 1703 1703		Anniversi	М1700Б	1017	N	7710	

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its affiliates, Warwick, RI. © 2016 MetLife Auto & Home; PEANUTS © 2016 Peanuts Worldwide, LLC

Top of Page

IS DOCOMENT IS NOT A COPY, IMAGE OR DUPLICATION of the original declarations page. It does show all the information contained in the clarations page east to the insured

(Page 3 of 55)

# MetLife Auto & Home®

# Auto Insurance Policy

MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its Affiliates, Warwick, RI

(Page 4 of 55)

### **AUTO INSURANCE POLICY**

### WHERE TO FIND IT

	PAGE
INSURANCE AGREEMENT AND DECLARATIONS	1
GENERAL DEFINITIONS	1
AUTOMOBILE LIABILITY	2
Additional Definitions For This Coverage	2
Coverage Provided	3
Additional Benefits We Will Provide	3
Coverage Exclusions	4
Limit Of Liability	5
Conformity With Financial Responsibility Laws	5
Out Of State Insurance	5 5
Reductions	6
Other Insurance	0
PERSONAL INJURY PROTECTION	6
AUTOMOBILE MEDICAL EXPENSE	6
Additional Definitions For This Coverage	6
Coverage Provided	7
Coverage Exclusions	7
Limit Of Liability	8
Other Insurance	8
Medical Expense Review	9
UNINSURED AND UNDERINSURED MOTORISTS	9
Additional Definitions For These Coverages	9
Uninsured Motorists Coverage	10
Underinsured Motorists Coverage	11
Coverage Exclusions	11
Settlement	12
Limit Of Liability	12
Reductions	12
Other Insurance	12
PHYSICAL DAMAGE	13
Additional Definitions For These Coverages	13
Coverage Provided	14
Comprehensive	14
Collision	14
Towing And Labor	14
Substitute Transportation	15
Additional Costs We Will Pay	15
Coverage Exclusions	15
Maximum Amount We Will Pay	17 17
Other Insurance	17
TALL LITTLE IN THE PARTY OF LASS	

(Page 5 of 55)

No Benefit To Bailee	17
Right To Appraisal Payment Of Loss	18
GENERAL POLICY CONDITIONS	18
Territory And Policy Period	18
Premium Changes	18
Fraud And Misrepresentation	19
Other Automobile Insurance With Us	19
If An Accident Or Loss Occurs	19
Your Duty To Cooperate	19
Lawsuits Against Us	19
Medical Reports; Proof And Payment Of Claim	20
Our Recovery Right	20
Policy Changes	21
Assignment	21
Termination	21
Loss Payable Clause	22
INDEX OF POLICY PROVISIONS	24

#### THE COMPANY NAMED IN THE DECLARATIONS Administrative Offices: Warwick, Rhode Island

#### **AUTO INSURANCE POLICY**

#### INSURANCE AGREEMENT AND DECLARATIONS

This insurance policy is a legal contract between you (the policyholder) and us (the Company named in the Declarations). It insures you and your automobile for the various kinds of insurance you have selected, as shown in the Declarations. The Declarations are an important part of this policy. By accepting this policy, you agree that the statements contained in the Declarations and in any application are your true and accurate representations. This policy is issued and renewed in reliance upon the truth of those representations. This policy contains all agreements between you and us and any of our sales representatives relating to this insurance. You must pay the required premium.

The exact terms and conditions are explained in the following pages.

#### **GENERAL DEFINITIONS**

The following words and phrases appear in bold-face type repeatedly throughout this policy. They have a special meaning and are to be given that meaning whenever used in connection with this policy and any endorsement which is part of this policy:

"AUTOMOBILE" means a private passenger automobile, pick-up truck, panel truck or van, designed for use mainly on public roads.

"BODILY INJURY" means any bodily injury, sickness, disease or death sustained by any person.

"LOSS" means direct and accidental loss or damage.

"MOTOR VEHICLE" means a land motor vehicle designed for use mainly on public roads other than:

- a farm type tractor or other farm equipment designed for use principally off public roads, while not upon public roads;
- 2. a vehicle operated on rails or crawler-treads;
- a vehicle while located for use as a residence or premises; or
- a vehicle used as a dwelling or place of business.
- "OCCUPYING" and "OCCUPIED" mean being in or upon, entering into, or alighting from a motor vehicle.
- "PROPERTY DAMAGE" means physical injury to or destruction of tangible property, including the loss of use of such property.
- "RELATIVE" means a person related to you by blood, marriage or adoption (including a ward or foster child) and who resides in your household.
- "TRAILER" means a trailer designed for use with an automobile which is not used as an office, store,

(Page 7 of 55)

display, or passenger trailer. A farm wagon or farm implement is a trailer when used with an automobile.

"WE", "US", "OUR" and "COMPANY" mean the company named in the Declarations.

"YOU" and "YOUR" mean the person(s) named in the Declarations of this policy as named insured and the spouse of such person or persons if a resident of the same household.

#### AUTOMOBILE LIABILITY

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

The following definitions apply to this coverage only:

#### "COVERED AUTOMOBILE" means:

- an automobile owned by you or hired under a written contract for one year or more, which is described in the Declarations, and for which a specific premium is charged.
- an automobile newly acquired by you, if:
  - a. it replaces a vehicle described in the Declarations; or
  - b. it is an additional automobile, but only if:
    - i. we insure all other automobiles owned by you on the date of acquisition;
    - you notify us within 30 days of acquisition of your election to make this and no other policy issued by us applicable to the automobile; and
    - iii. you pay any additional premium required by us.
- a substitute automobile.

#### "INSURED" means:

- with respect to a covered automobile:
  - a. you;
  - b. any relative; or
  - c. any other person using it within the scope of your permission.
- 2. with respect to a non-owned automobile, you or any relative.

The operation or use of such vehicle must have been with the permission of, or reasonably believed to have been with the permission of, the owner. The operation or use must also have been within the scope of the permission given.

 any other person or organization if liable due to the acts or omissions of any person described in 1, or 2. above. This provision does not apply if the vehicle is a non-owned automobile owned or hired by the person or organization.

(Page B of 55)

#### "NON-OWNED AUTOMOBILE" means:

an automobile which is not owned by, furnished to, or made available for regular use to you or any
resident in your household.

EXCEPTION: An automobile owned by, furnished to, or made available for regular use to any resident in your household, is considered a non-owned automobile when used by you.

2. a commercially rented automobile used by you or a relative on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means a motor vehicle not owned by you or any resident of the same household and which is used with the owner's permission to replace for a short time a covered automobile. The covered automobile has to be out of use for servicing or repair or because of breakdown, loss or destruction.

#### COVERAGE PROVIDED

We will pay damages for bodily injury and property damage to others for which the law holds an insured responsible because of an accident which results from the ownership, maintenance or use of a covered automobile, a non-owned automobile or a trailer while being used with a covered automobile or non-owned automobile. We will defend the insured, at our expense with attorneys of our choice, against any suit or claim seeking these damages. We may investigate, negotiate or settle any such suit or claim.

#### ADDITIONAL BENEFITS WE WILL PROVIDE

In addition to the limits of liability, we will pay the following expenses incurred in connection with any claim or suit to which the policy applies:

- 1. Premiums on the following bonds:
  - a. Appeal bonds in any suit we defend.
  - Bonds to release attachments in any suit we defend. The total amount of the bonds must not exceed our limit of liability.
  - c. Up to \$250 for any bail bond needed because of an accident or traffic violations arising out of the ownership, maintenance or use of a covered automobile.

We have no duty to furnish or apply for any bonds.

- 2. Court costs levied against the insured.
- Post-judgment interest on all damages following a judgment until we pay, offer or deposit in court the amount due up to our limit of liability.
- 4. Expenses incurred by the insured for first aid to others at the time of a motor vehicle accident.
- Up to \$200 per day for lost wages, but not for loss of other income, if we ask the insured to attend a hearing or trial.
- Other reasonable expenses incurred at our request.

#### **COVERAGE EXCLUSIONS**

We do not cover:

- A. bodily injury to any employee of an insured arising out of his or her employment, except domestic employees who are not covered or required to be covered under any workers compensation law.
- B. bodily injury to a fellow employee while on the job and arising from the use of a motor vehicle or trailer in the business of his employers.

EXCEPTION: You are covered in this situation.

- C. bodily injury or property damage covered under an atomic or nuclear energy liability insurance policy, or that would have been covered had that policy not been terminated upon exhaustion of its limit of liability.
- D. any motor vehicle rented to others or used to carry persons for a charge.

EXCEPTION: This exclusion does not apply to shared expense car pools.

E. bodily injury or property damage arising out of the business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or trailers.

EXCEPTION: This exclusion does not apply to the use of a covered automobile by you, a relative, or by any other person in any such business in which you have an interest as owner or partner.

F. any non-owned automobile while used by any person in any business or occupation.

EXCEPTION: This exclusion does not apply to an automobile or trailer used therewith, if driven or occupied by you or your chauffeur or domestic servant.

- G. property damage caused by any insured to:
  - 1. an automobile that is owned by, rented to, operated by, or in the care of that insured; or
  - any other property that is owned by, rented to, or in the care of any insured. This exclusion does not apply to a rented dwelling or private garage.
- H. bodily injury or property damage caused intentionally by or at the direction of an insured.
- bodily injury to you or any person related to an insured by blood, marriage, or adoption who resides in the same household. This exclusion applies regardless of whether demand is made or suit is brought against the insured by the injured person or by a third party seeking contribution or indemnity.
- J. bodily injury or property damage awards designated as punitive, exemplary, or statutory multiple damages
- K. any motor vehicle while it is located inside a facility designed for racing, for the purpose of competing in, practicing for, or preparing for, any prearranged or organized racing or speed contest.
- L. a non-owned automobile while used by a relative who owns, leases or has available for their regular use, a motor vehicle not described in the Declarations.

M. any motorized vehicle which has less than four wheels.

(Fage 10 of 55)

#### LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "each person" for Bodily Injury Liability is the most we will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Bodily Injury Liability is the most we will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by two or more persons resulting from any one accident:

The limit of liability shown in the Declarations for "each accident" for Property Damage Liability is the most **we** will pay for all damages to all property resulting from any one accident.

If a single limit of liability is shown in the Declarations for **bodily injury** and **property damage**, it is the maximum **we** will pay for any one accident for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death.

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for all damages resulting from any one accident. This is the most **we** will pay regardless of the number of:

- 1. covered persons;
- 2. claims made;
- 3. vehicles or premiums shown in the Declarations; or
- 4. vehicles involved in the accident.

A motor vehicle and attached trailer are considered one vehicle.

If notice of this policy is given in lieu of security or if we certify this policy as proof under any financial responsibility law, the limit of liability will be applied to provide separate limits for **bodily injury** liability and **property damage** liability to the extent required by such law. Such separate application will not increase the total limit of **our** liability.

#### CONFORMITY WITH FINANCIAL RESPONSIBILITY LAWS

If we certify this policy under any financial responsibility law, this liability coverage will comply to the extent of the liability coverage and limits required by the law.

#### **OUT OF STATE INSURANCE**

If any **insured** becomes subject to a financial responsibility law or the compulsory insurance law or similar laws of another state or Canada because of the ownership, maintenance, or use of a **covered automobile** in that state or Canada, **we** will interpret this policy to provide the coverage required by those laws. The coverage provided shall be reduced to the extent that other automobile liability insurance applies. No person may in any event collect more than once for the same **loss**.

#### REDUCTIONS

Any amount payable to any person under this section will be reduced by any amount that person is paid under the Uninsured and Underinsured Motorists coverage portion of this policy.

(Page 11 of 55)

#### OTHER INSURANCE

If there is other similar insurance, we will pay our fair share.

However, with respect to a non-owned automobile or a substitute automobile, this insurance will be excess over any other insurance. If there is other excess or contingent insurance, we will pay our fair share.

Our fair share is the proportion that our limit bears to the total of all applicable limits.

#### PERSONAL INJURY PROTECTION

If applicable, see special state provisions.

#### AUTOMOBILE MEDICAL EXPENSE

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

The following definitions apply to this coverage only:

#### "COVERED AUTOMOBILE" means:

- an automobile owned by you or hired under a written contract for one year or more, which is described in the Declarations, and for which a specific premium is charged.
- 2. an automobile newly acquired by you, if:
  - a. it replaces a vehicle described in the Declarations; or
  - b. it is an additional automobile, but only if:
    - i. we insure all other automobiles owned by you on the date of acquisition;
    - ii. you notify us within 30 days of acquisition of your election to make this and no other policy issued by us applicable to the automobile; and
    - iii. you pay any additional premium required by us.
- a substitute automobile.
- "MEDICAL EXPENSES" means usual, customary and reasonable expenses for necessary medical, surgical, x-ray, ambulance, hospital, professional nursing, funerals and dental services, including prosthetic devices.

#### "NON-OWNED AUTOMOBILE" means:

 an automobile, while being used by you or a relative with the owner's permission, which is not owned by, furnished to, or made available for regular use to you or any resident in your household.

EXCEPTION: An automobile owned by, furnished to, or made available for regular use to any resident in your household, is considered a non-owned automobile when used by you.

(Page 12 of 55)

2. a commercially rented automobile used by you or a relative on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means a motor vehicle not owned by you or any resident of the same household and which is used with the owner's permission to replace for a short time a covered automobile. The covered automobile has to be out of use for servicing or repair or because of breakdown, loss or destruction.

#### **COVERAGE PROVIDED**

We will pay reasonable medical expenses incurred by you or any relative for bodily injury as a result of an accident involving a motor vehicle or trailer while being used with an automobile.

We will pay reasonable medical expenses incurred by any other person for bodily injury as a result of:

- occupying or using a covered automobile at the time of the accident with your consent;
- 2. being struck by a covered automobile; or
- occupying a non-owned automobile if the bodily injury results from the operation or occupancy of such non-owned automobile by you or a relative.

#### COVERAGE EXCLUSIONS

We do not cover:

- A. medical expenses incurred for services furnished more than three years after the date of accident.
- B. any person injured while in a vehicle located for use as a residence or premises.
- C. that portion of any medical expense for which benefits are available under any:
  - 1. premises insurance which affords benefits for medical expenses;
  - 2. law which provides workers compensation or disability benefits; or
  - 3. personal injury protection coverage of this policy.
- D. bodily injury sustained while occupying:
  - 1. a motorized vehicle having less than four wheels; or
  - 2. a vehicle located for use as a residence or premises.
- E. a covered automobile while hired or rented to others for a charge, or any automobile which you are driving while available for hire by the public.

EXCEPTION: This exclusion does not apply to:

- 1. bodily injury sustained as a pedestrian; or
- shared expense car pools.
- bodily injury arising out of the business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or trailers.

(Page 13 of 55)

EXCEPTION: This exclusion does not apply to:

- 1. bodily injury sustained as a pedestrian; or
- the use of a covered automobile by you, a relative, or by any other person in any business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or trailers, in which you have an interest as owner or partner.
- G. any non-owned automobile while used by any person in any business or occupation.

EXCEPTION: This exclusion does not apply to:

- 1. bodily injury sustained as a pedestrian; or
- 2. an automobile or its attached trailer used by you, your chauffeur or domestic servant.
- H. medical treatment that is experimental in nature which is not accepted as effective therapy by:
  - 1. the state medical association or board;
  - 2. an approved medical specialty board; or
  - 3. the American Medical Association.
- a non-owned automobile while used by a relative who owns, leases or has available for their regular use, a motor vehicle.

#### LIMIT OF LIABILITY

The limit shown in the Declarations for "each person" is the maximum we will pay for any one person as a result of any one accident.

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for all damages resulting from any one accident. This is the most **we** will pay regardless of the number of:

- covered persons;
- 2. claims made:
- 3. vehicles or premiums shown in the Declarations; or
- 4. vehicles involved in the accident.

The total amount we will pay includes funeral and burial expenses not to exceed \$1000 for each person.

#### OTHER INSURANCE

If there is other similar insurance, we will pay our fair share. However, with respect to a non-owned automobile or a substitute automobile, this insurance will be excess over any other insurance. If there is other excess or contingent insurance, we will pay our fair share. This coverage shall be excess over any personal injury protection benefits paid or payable, except for a deductible under this or any other motor vehicle insurance policy, for bodily injury to an eligible person.

Our fair share is the proportion that our limit bears to the total of all applicable limits.

(Page 14 of 55)

#### MEDICAL EXPENSE REVIEW

At our option, we may use various cost containment and utilization review measures to identify excessive or inappropriate treatments and expenses. For example, we may use medical bill audits, case management, preferred provider discounts or other such tools.

#### UNINSURED AND UNDERINSURED MOTORISTS

#### ADDITIONAL DEFINITIONS FOR THESE COVERAGES

The following definitions apply to these coverages only:

#### "COVERED AUTOMOBILE" means:

- an automobile described in the Declarations to which the Automobile Liability coverage of this policy applies and for which a specific premium is charged.
- an automobile newly acquired by you, if:
  - a. it replaces a vehicle described in the Declarations; or
  - b. it is an additional automobile, but only if:
    - i. we insure all other automobiles owned by you on the date of acquisition;
    - ii. you notify us within 30 days of acquisition of your election to make this and no other policy issued by us applicable to the automobile; and
    - iii. you pay any additional premium required by us.

#### 3. a substitute automobile.

 a motor vehicle, while being operated by you or a relative with the owner's permission, which is not owned by, furnished to, or made available for the regular use to you or any relative in your household.

EXCEPTION: A motor vehicle owned by, furnished to, or made available for regular use to any relative in your household is covered when operated by you.

"SUBSTITUTE AUTOMOBILE" means a motor vehicle not owned by you or any resident of the same household and which is used with the owner's permission to replace for a short time a covered automobile. The covered automobile has to be out of use for servicing or repair or because of breakdown, loss or destruction.

#### "UNINSURED MOTOR VEHICLE" means:

- a motor vehicle for which, at the time of the accident, there is no insurance policy or other financial security applicable to the owner, or operator, or any other liable person or organization.
- a motor vehicle which has a bodily injury liability bond or insurance policy in effect at the time of the accident, but the amount of bodily injury coverage under such bond or insurance policy is less than the minimum financial security requirements of the state in which the covered automobile is principally garaged.

- a motor vehicle which has a bodily injury liability bond or insurance policy in effect at the time of the accident, but the company writing such bond or policy denies coverage, or is or becomes insolvent.
- 4. a hit and run motor vehicle which causes bodily injury to a person covered under this section as the result of striking that person or a motor vehicle which that person is occupying at the time of the accident, if:
  - a. the identity of the driver and the owner of the hit and run vehicle is unknown;
  - the accident is reported within 24 hours to a police officer, a peace or judicial officer, or the Commissioner or Director of Motor Vehicles;
  - c. the injured person or someone on their behalf files with us within 30 days of the accident a statement under oath that the injured person or their legal representative has a cause of action due to the accident for damages against someone whose identity is unknown; and
  - d. the injured person or their legal representative makes available for inspection by us, when requested, the motor vehicle occupied by that person at the time of the accident.

The term uninsured motor vehicle does not include:

- a covered automobile or motor vehicle regularly furnished or available for the use of you or any relative;
- an automobile owned and operated by a self-insurer as defined in the applicable motor vehicle financial responsibility law, compulsory insurance law, motor carrier law, or any other similar applicable law; or
- an automobile owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing.

"UNDERINSURED MOTOR VEHICLE" means a motor vehicle which has a bodily injury liability bond or insurance policy in effect at the time of the accident, in at least the minimum amount required by the state in which the covered automobile is principally garaged, but less than the limits of this coverage provided by this policy as stated in the Declarations.

The term underinsured motor vehicle does not include:

- a covered automobile or motor vehicle regularly furnished or available for the use of you or any relative;
- an automobile owned and operated by a self-insurer as defined in applicable motor vehicle financial responsibility law, compulsory insurance law, motor carrier law, or any other similar applicable law; or
- 3. an automobile owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing.

#### UNINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for bodily injury sustained by:

1. you or a relative, caused by an accident arising out of the ownership, maintenance, or use of an

(Page 15 of 55)

uninsured motor vehicle, which you or a relative are legally entitled to collect from the owner or driver of an uninsured motor vehicle; or

any other person, caused by an accident while occupying a covered automobile, who is legally entitled to collect from the owner or driver of an uninsured motor vehicle.

We will also pay damages to any person for damages that person is entitled to recover because of **bodily** injury sustained by anyone described in 1, or 2, above.

#### UNDERINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for bodily injury sustained by:

- you or a relative, caused by an accident arising out of the ownership, maintenance, or use of an underinsured motor vehicle, which you or a relative are legally entitled to collect from the owner or driver of an underinsured motor vehicle; or
- any other person, caused by an accident while occupying a covered automobile, who is legally entitled to collect from the owner or driver of an underinsured motor vehicle.

We will also pay damages to any person for damages that person is entitled to recover because of **bodily** injury sustained by anyone described in 1. or 2. above.

#### COVERAGE EXCLUSIONS

We do not cover:

- A. any person occupying or struck by a motor vehicle owned by you or a relative, other than a covered automobile.
- B. any person who settles a bodily injury claim, with any liable party, without our written consent.
- C. any claim which would benefit any insurer or self-insurer under any workers compensation, disability benefits, or similar law.
- D. any claim for which benefits are provided under the Personal Injury Protection or Medical Expense coverage of this policy.
- E. any person, other than you, or a relative, while occupying:
  - a covered automobile while it is being used to carry persons or property for a fee.
    - EXCEPTION: This exclusion does not apply to shared expense car pools.
  - 2. a vehicle while being used without the permission of the owner.
- bodily injury or property damage awards designated as punitive, exemplary, or statutory multiple damages.
- G. a relative who owns, leases or has available for their regular use, a motor vehicle not described in the Declarations.

(Page 17 of 55)

#### SETTLEMENT

Whether any person is legally entitled to collect damages under this section, and the amount to which such person is entitled, will be determined by agreement between that person and us. Upon written consent of both parties, any disagreement will be settled by arbitration.

When arbitration applies, it will take place under the rules of the American Arbitration Association, unless other means are required by law or are agreed to by the injured party and us.

If a person seeking coverage files a suit against the owner or driver of the uninsured or underinsured motor vehicle, copies of suit papers must be forwarded to us and we have the right to defend on the issues of the legal liability of, and the damages owed by, such owner or driver. However, we are not bound by any judgment against any person or organization obtained without our written consent.

#### LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "each person" is the most we will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for **bodily injury** liability, is the most we will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by two or more persons resulting from any one accident. This is the most we will pay regardless of the number of:

- 1. covered persons;
- 2. claims made;
- vehicles or premiums shown in the Declarations; or
- 4. vehicles involved in the accident.

#### REDUCTIONS

The lesser of the limits of this insurance or the amount payable under this coverage will be reduced by any amount:

- 1. paid by or on behalf of any liable parties.
- 2. paid or payable under any workers compensation, disability benefits or similar laws.
- paid or payable under the AUTOMOBILE LIABILITY section of this policy.

#### OTHER INSURANCE

If there is other similar insurance, we will pay only our fair share. The total amount of recovery under all policies will be limited to the highest of the applicable limits of liability of this insurance and such other insurance.

Our fair share is the proportion that our limit bears to the total of all applicable limits. However, if you do not own the motor vehicle, our insurance will be excess over other similar uninsured or underinsured insurance available but only in the amount by which the limit of liability of this policy exceeds the limits of liability of the other available insurance. If there is other excess or contingent insurance, we will pay our fair share.

(Page 18 of 55)

No payments will be made until the limits of all other liability insurance and bonds that apply have been exhausted by payments.

#### PHYSICAL DAMAGE

#### ADDITIONAL DEFINITIONS FOR THESE COVERAGES

The following definitions apply to these coverages only:

"ACTUAL CASH VALUE" means the amount that it would cost to repair or replace damaged property, less allowance for physical deterioration and depreciation.

"COLLISION" means the upset of an automobile or the contact of an automobile with another object or vehicle.

#### "COVERED AUTOMOBILE" means:

- an automobile or a trailer designed for use with an automobile, owned by you or hired under a
  written contract for one year or more and for which a specific premium is shown in the Declarations.
- 2. an automobile newly acquired by you, subject to the following:
  - a. If Comprehensive or Collision coverage applies to any automobile shown in the Declarations:
    - i. we will apply the broadest of these coverages to the newly acquired automobile;
    - ii. you must notify us within 30 days of acquisition, of your election to make this and no other polloy issued by us applicable to the newly acquired automobile; and
    - iii. you must pay any additional premium required by us.
  - b. If Comprehensive or Collision coverage does not apply to any automobile shown in the Declarations:
    - we will provide Comprehensive and Collision coverage subject to a \$500 deductible for the newly acquired automobile;
    - you must notify us within 6 days of acquisition, of your election to make this and no other policy issued by us applicable to the newly acquired automobile; and
    - iii. you must pay any additional premium required by us.
- 3. a substitute automobile.
- "DEDUCTIBLE" means the amount of loss to be paid by you. We pay for covered loss above the deductible amount.

#### "NON-OWNED AUTOMOBILE" means:

 an automobile or trailer while being used by you or a relative, with the owner's permission, which is not owned by, furnished to, or made available for regular use to you or any resident in your household.

EXCEPTION: An automobile or a trailer owned by, furnished to, or made available for regular use to

(Page 19 of 55)

any resident in your household, is considered a non-owned automobile when used by you.

2. a commercially rented automobile or trailer used by you or a relative on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means an automobile or a trailer not owned by you or any resident of the same household and which is used with the owner's permission to replace for a short time a covered automobile. The covered automobile has to be out, of use for servicing or repair or because of breakdown, loss or destruction.

#### **COVERAGES PROVIDED**

The following coverages are applicable only if indicated in the Declarations. They apply to the vehicles for which a premium is shown.

#### COMPREHENSIVE

We will pay for loss to your covered automobile or to a non-owned automobile, including its equipment, not caused by collision, minus any applicable deductible shown in the Declarations. Coverage is included for a loss caused by, but not limited to, the following:

- Falling objects or contact with a bird or animal;
- Fire, explosion or earthquake;
- Theft or larceny;
- 4. Windstorm, hall, water or flood;
- 5. Malicious mischief or vandalism;
- 6. Riot or civil commotion; or
- Breakage of glass, even if caused by collision. If your Comprehensive and Collision coverages have different deductibles, the smaller deductible will apply to broken glass.

#### COLLISION

We will pay for loss to your covered automobile or to a non-owned automobile, caused by collision, including its equipment, minus any applicable deductible shown in the Declarations.

Deductible Waiver: We will waive the deductible if the loss is the result of collision with another vehicle insured by us.

#### TOWING AND LABOR

This coverage is provided for vehicles covered under Comprehensive or Collision, as shown in the Declarations.

If the **covered automobile** is disabled, **we** will pay up to the maximum limit shown in the Declarations for the costs of labor done at the place of disablement and costs of towing for each disablement.

The deductible does not apply to the above payments.

(Page 20 of 55)

#### SUBSTITUTE TRANSPORTATION

We will pay for the cost of substitute transportation if the covered automobile is disabled as a result of a loss covered under Comprehensive or Collision. For loss caused by theft of the covered automobile, this coverage is provided in lieu of the substitute transportation costs provided by item 3. of ADDITIONAL COSTS WE WILL PAY.

Payment will begin the day the covered automobile is:

- out of use due to the loss, but, in the case of theft of the entire vehicle, 48 hours after the theft is reported to us; or
- 2. the day you leave it at the repair shop.

Payment will be made for the reasonable and necessary time required to repair or replace the covered automobile, but, in the case of theft of the entire vehicle, until we offer settlement for the theft.

We will pay for rental from an auto rental agency, as shown in the Declarations, up to the amount per day, but not more than the maximum amount for each disablement for any one loss.

However, if you do not rent from an auto rental agency, we will pay you \$12 per day, but not more than the limit shown in the Declarations for each disablement for any one loss.

No deductible shall apply to payment for substitute transportation.

#### ADDITIONAL COSTS WE WILL PAY

- If a disablement occurs as a result of loss to the covered automobile, we will pay up to \$25 for transportation to reach the intended destination.
- If a loss is caused to the covered automobile by a peril insured against under this section, we will
  pay up to \$300 for loss to clothes and luggage belonging to you or a relative which are in the
  covered automobile.
- 3. If the covered automobile is stolen, we will pay up to \$25 per day for substitute transportation for the period that will begin 48 hours after the theft is reported to us and will end when we offer settlement for the theft. If you do not rent from an auto rental agency, we will pay you \$12 per day. However, the total amount we will pay will not be more than \$750.
- We will pay general average and salvage charges for which you become legally liable for transporting the covered automobile.

The deductible does not apply to the above payments.

#### COVERAGE EXCLUSIONS

We do not cover:

A. any automobile while used to carry persons for a fee.

EXCEPTION: This does not apply to shared expense car pools.

 B. a motor vehicle not owned by you while being used in the business or occupation of selling, leasing, repairing, servicing, storing, or parking motor vehicles or trailers.

MPL 601 Mecosta Cos Med Ctr v Metropolitan Group Prop & Cas Ins Co 24

(Page 21 of 55)

- C. any loss due and confined to wear and tear, freezing, or mechanical or electrical breakdown, unless the loss results from a theft.
- D. tires unless stolen, damaged by fire or vandalism, or unless another loss happens at the same time for which there is coverage under this policy.
- E. loss to any electronic equipment designed for the reception, recording or reproduction of sound or video, and any accessories used with such equipment. This includes, but is not limited to:
  - 1. radios and televisions;
  - 2. tape decks;
  - 3. compact disc players; or
  - 4. video cassette recorders.

This exclusion does not apply if the equipment is operated solely from the electrical system of the vehicle and is:

- a. permanently installed in a housing unit or location used by the automobile manufacturer for such equipment; or
- a component that is removable from a housing unit permanently installed in the location used by the automobile manufacturer for such equipment.
- F. loss to electronic equipment designed for receiving or transmitting audio, visual or data signals and any accessories used with such equipment. This includes, but is not limited to:
  - 1. citizens band radios;
  - 2. two-way mobile radios;
  - 3, telephones; or
  - 4. personal computers.

This exclusion does not apply to:

- a. any electronic equipment that operates solely from the electrical system of, and is necessary for the normal operation of the vehicle.
- a telephone permanently installed in a location in the dashboard or console of the vehicle used by the automobile manufacturer for a telephone.
- G. loss to tapes, records, discs, other media or other devices designed for use with equipment described in exclusions E, and F.
- H. loss to a camper or living quarters unit designed for mounting on an automobile, unless the unit is reported to us and the required premium is paid before the loss.
- loss due to war, civil war, insurrection, rebellion, or revolution.
- J. loss due to radioactive contamination.

(Page 22 of 55)

- K. loss due to destruction or confiscation by governmental or civil authorities.
- L. loss to an automobile located inside a facility designed for racing, for the purpose of competing in, practicing for, or preparing for, any prearranged or organized racing or speed contest.
- M. a non-owned automobile while used by a relative who owns, leases or has available for their regular use, a motor vehicle.
- N. radar and laser detectors.
- O. loss to your covered automobile or any non-owned automobile due to any actual or perceived loss in market or resale value.

#### MAXIMUM AMOUNT WE WILL PAY

Our payments will not exceed the lesser of:

- 1. the actual cash value of the property at the time of loss; or
- 2. the cost to repair or replace the property with other of like kind and quality.

If the loss is only to a part of the property, our responsibility extends to that part only.

The most we will pay for loss to a trailer you do not own is \$500.

#### OTHER INSURANCE

If you have other insurance against a loss covered by this policy, we will pay our fair share. Our fair share is the proportion that our limit bears to the total of all applicable limits. However, any insurance we provide with respect to non-owned automobiles or substitute automobiles will be excess over any other collectible insurance.

#### YOUR DUTIES IN THE EVENT OF LOSS

#### You must:

- protect the automobile from further loss. We will pay you for reasonable expenses incurred for this
  protection. We will not cover any loss which results from your failure to protect the automobile from
  further loss.
- 2. file with us a proof of loss within 91 days or within the number of days required by law.
- 3. show us the damaged property and submit to examination under oath upon request.

#### NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any carrier or ballee for hire for loss to the covered automobile.

#### RIGHT TO APPRAISAL

If within 60 days after proof of loss is filed, there is a disagreement as to the amount, you or we may demand an appraisal. Each party will select a competent appraiser. Each appraiser will state separately the actual cash value and the amount of loss. If they fail to agree, they must select and submit their

(Page 23 of 55)

differences to a competent and disinterested umpire. Agreement by any two will determine the amount of **loss.** Each party will pay his chosen appraiser and will equally share the expenses of the appraisal and umpire.

#### PAYMENT OF LOSS

We may pay for the loss in money, repair the damaged property, or replace the damaged or stolen property. We may, at any time before the loss is paid or the property replaced, return at our own expense any stolen property. We will return the property to you or to the address shown in the Declarations, at our option. We may take all or part of the damaged property at the agreed or appraised value, but you cannot abandon the property to us. We may settle any claim or loss either with you, the owner, or any other party who has an interest, title, or lien on the property.

#### **GENERAL POLICY CONDITIONS**

#### 1. TERRITORY AND POLICY PERIOD

This policy applies to accidents and losses which happen while the policy is in effect:

- a. in the United States, its territories or possessions;
- b. in Canada;
- c. while the covered automobile is being shipped between their ports; and
- d. during the policy period shown by the effective date and expiration date in the Declarations, or until the effective date and time of cancellation at your address shown in the Declarations.

#### 2. PREMIUM CHANGES

a. All premiums for this policy will be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums which apply to the insurance provided by this policy. The premiums we charge are based on the information provided by you on your application and other information we possess. We are permitted to adjust your premiums when this information changes.

Changes during the policy period that may result in a premium increase or decrease include, but are not limited to, changes in:

- the number, type or use classification of the covered automobiles.
- operators using the covered automobiles, including you, relatives and all licensed drivers in your household.
- iii. the principal garaging of the covered automobiles.
- iv. coverage, deductible or limits of the policy.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of the change. Premiums are payable on the dates set forth by us.

b. We will round all premium adjustments made for any reason to the nearest dollar, in accordance with the manuals in use.

(Page 24 of 55)

c. The policy premium may be re-computed upon expiration of the Policy Period as shown in the Declarations.

#### 3. FRAUD AND MISREPRESENTATION

All coverages under this policy are void if, whether before or after a loss, you or any person seeking coverage has:

- a. concealed or misrepresented any material fact or made any fraudulent statements; or
- in the case of any fraud or attempted fraud, affected any matter regarding this policy or any loss for which coverage is sought.

#### 4. OTHER AUTOMOBILE INSURANCE WITH US

If two or more automobile insurance policies issued by us apply to any accident or loss, the most we will pay is the highest dollar limit or benefit in any one such policy.

#### 5. IF AN ACCIDENT OR LOSS OCCURS

You or someone on your behalf must notify us as soon as possible of any accident or loss. The notification should include as many details as possible, including names and addresses of drivers. injured persons and witnesses, and the time, place, and circumstances of the accident or loss. We may require it in writing.

In the event of a theft, you must promptly notify the police. If a claim or suit is made, immediately forward to us every claim, demand, notice, summons, or other process.

If any legal action is begun before we make payment under any coverage, a copy of the summons and complaint or other process must be forwarded to us immediately.

#### 6. YOUR DUTY TO COOPERATE

You must cooperate with us in every effort to investigate the accident or loss, settle any claims and defend you.

You must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Except at your own cost, you will not voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid to others at the time of the accident.

Under Uninsured and Underinsured Motorists coverage, we may require you to take appropriate action to preserve your right to recover damages from any other person responsible for the bodily injury. Also, in any lawsuit against us, we may require you to join the responsible person as a defendent.

You must submit to examinations under oath as often as we may reasonably require.

These duties also apply to any other person making a claim under this policy.

#### 7. LAWSUITS AGAINST US

You may not sue us unless there is full compliance with all of the terms of the policy.

You may not sue us under the Automobile Liability coverage until the amount of legal liability has been finally determined either by judgment after actual trial or by written agreement of you, the



(Page 25 of 55)

claimant and us. However, no one has the right to make us a party in a suit to determine legal responsibility. Your bankruptcy or insolvency will not relieve us of any obligation under this policy.

You may not sue us under Physical Damage coverage until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

These conditions also apply to any other person insured under this policy.

#### 8. MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM

Any person making a claim as a result of **bodily injury**, which may result in payment from Personal Injury Protection coverage or Automobile Medical Expense coverage, must notify **us** in writing. This notification should be sent to **us** as soon as reasonably possible after the person's first examination or treatment resulting from the **bodily injury**. Another person may give **us** the required notice on behalf of the person making a claim.

Any person making a claim must, as soon as possible:

- a. give us details about the death, injury, treatment, and other information we need to determine the amount payable. We have the right to make or obtain a review of medical expenses and services to determine if they are reasonable and necessary for the bodily injury sustained. Forms for providing this information may be provided by us.
- b. consent to be examined by physicians chosen and paid by us when, and as often as, we reasonably may require.
- c. execute authorizations to permit us to obtain medical reports and records. If the person is dead or unable to act, such authorizations must be executed by his or her legal representative.
- d. submit to and provide all details concerning loss information through written or recorded statements or examinations under oath as often as we reasonably may require.

Under Personal Injury Protection coverage and Automobile Medical Expense coverage, we may pay the injured person or any person or organization rendering the services. Any such payment will reduce the total amount we will pay for the injury. Any payment by us will not constitute admission of liability.

Under Personal Injury Protection coverage and Uninsured and Underinsured Motorists coverage, we may pay any amount due to:

- a. the injured person;
- b. if the injured person is a minor, his parent or guardian;
- c. if the person is deceased, the surviving spouse;
- d. the person authorized by law to receive such payment; or
- e. the person entitled by law to recover the damages, which the payment represents.

#### 9. OUR RECOVERY RIGHT

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom, or on whose behalf, payment was made.

(Page 26 of 55)

That person must:

- a. hold in trust for us all rights of recovery.
- sign and deliver to us any legal papers relating to the recovery.
- help us exercise those rights and do nothing after loss to prejudice our rights.

In the event of recovery, we must be repaid for all amounts paid out by us plus any related collection expenses. We will enforce this provision only in the manner and to the extent permitted under all applicable state laws.

#### 10. POLICY CHANGES

- a. This policy contains all of the agreements between you and us. The terms of this policy may not be changed or waived except by endorsement issued by us.
- b. We will automatically give you the benefits of any extension or broadening of coverage if a policy change does not require additional premiums. The change will automatically apply to your policy as of the date we implement the change in your state.
- c. We may replace this policy to reflect any changes introduced since it was issued. Paragraph b. of this section does not apply to changes implemented with a general revision that includes both the broadening and restriction of coverage, whether that general revision is implemented through introduction of:
  - i. a future edition of your policy; or
  - ii. an endorsement changing the policy.

However, any replacement policy will not change the limits of coverage with respect to any accident or loss which occurs before it was replaced.

#### 11. ASSIGNMENT

No change of interest in this policy is effective unless we consent in writing by means of endorsement to this policy.

If you die, this policy will continue for:

- a. the surviving spouse if a resident of the same household;
- b. any legal representative to the extent he is acting within the scope of his duties as such; or
- c. any person having proper temporary custody of the covered automobile.

#### 12. TERMINATION

#### CANCELLATION

You may cancel this policy by telling us on what future date you wish to stop coverage.

We can cancel this policy by delivering to you or by mailing to you, at your last known address shown on our records, notice stating when the cancellation will be effective. This notice will be

(Page 27 of 55)

mailed to you not less than the minimum statutory time permitted by state law, but:

- not less than 10 days:
  - a. for non-payment of premium; or
  - if this policy has been in effect less than 60 days at the time notice of cancellation is mailed;
- 2. not less than 20 days prior to the effective date of cancellation for underwriting reasons if your driver's license or the license of any other driver who either resides in the same household or customarily operates the covered automobile has been suspended or revoked during the 12 month period preceding the effective date of cancellation.

#### NONRENEWAL

If we decide not to renew or continue your policy, we will mail notice to you at the last known address shown on our records. Notice will be mailed at least 20 days before the end of the policy period. We will have the right not to renew or continue at the expiration date shown in the Declarations.

If we offer to renew or continue and you do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

#### OTHER TERMINATION PROVISIONS

- a. If you obtain other insurance on your covered automobile, any similar insurance provided by this policy will terminate as to that automobile on the effective date of the other insurance.
- b. If the law in effect in your state at the time this policy is issued, renewed or continued:
  - requires a longer notice period;
  - ii. requires a special form of or procedure for giving notice; or
  - iii. modifies any of the stated termination reasons;

we will comply with those requirements.

- c. Proof of mailing of any notice shall be sufficient proof of notice.
- d. If you cancel, premium may be computed on a short rate basis. If we cancel, premium shall be computed on a pro-rata basis. Return premium shall be rounded to the nearest dollar. Any refund may be returned either at the time cancellation is effected or as soon as possible after cancellation becomes effective, but refund or offer of refund is not a condition of cancellation.
- e. The effective date of cancellation or termination stated in the notice shall become the end of the policy period.

#### 13. LOSS PAYABLE CLAUSE

If a loss payee is shown in the Declarations, we may pay any comprehensive or collision loss to:

a. you and, if unpaid, the repairer;

 $\frac{\text{Mecosta Co Med Ctr v Metropolitan Group Prop \& Cas Ins Co}}{\text{MPJ. }6010\text{-}000} \text{ Printed in U.S.A. }0900}$  Joint Appendix - Volume I

(Page 28 of 55)

- b. you and the loss payee, as its interest may appear, when we find it is not practical to repair the covered automobile; or
- c. the loss payee, as to its interest, if the covered automobile has been repossessed.

When we pay the loss payee for loss, we are entitled to the loss payee's right of recovery to the extent of our payment. Our right of recovery shall not impair the loss payee's right to recover the full amount of its claim.

The coverage for the loss payee's interest will not be invalidated by any act or neglect of you or the owner or person legally in possession of the vehicle except:

- a. when you or the owner or person legally in possession of the covered automobile makes fraudulent statement(s) or engages in fraudulent conduct in connection with any loss for which coverage is sought.
- b. when the vehicle is intentionally damaged, destroyed or concealed:
  - i. by or at the direction of you or the owner or person legally in possession of the vehicle; or
  - ii. as a result of any other act which constitutes a breach of contract between you or the owner and the loss payee.
- c. if you do not have any insurable interest in the covered automobile.

The loss payee must file a claim in writing and comply with the conditions of the policy.

The loss payee's interest may be terminated as permitted by the terms and conditions of the policy and the date of termination of the loss payee's interest will be at least 10 days after the date we mail the termination notice.

IN WITNESS WHEREOF, we have caused this policy to be signed by its President and its Secretary at Warwick, Rhode Island. In the event that the President or Secretary who signed this contract cease to be our officers either before or after the contract is issued, the contract may be issued with the same effect as if they were still our officers.

Secretary

President

1 hishare Ponnovolu

(Page 29 of 55)

#### INDEX OF POLICY PROVISIONS

Additional Benefits We Will Provide	3	General Policy Conditions	18
Additional Costs We Will Pay	15	General Folicy Conditions	10
Additional Definitions For This Coverage Actual Cash Value	2, 6, 9, 13	If An Accident Or Loss Occurs	19
Collision	13	Lawsuits Against Us	19
Covered Automobile	2, 6, 9, 13	Loss Payable Clause	22
Deductible	13	Limit Of Liability	5, 8, 12
Insured	2	Limit Of Liability	0, 0, 12
Medical Expenses	6	Maximum Amout We Will Pay	17
Non-Owned Automobile	3, 6, 13	Medical Expense Review	9
Substitute Automobile			
	3, 7, 9, 14	Medical Reports; Proof And Payment Of Cla	im zu
Uninsured Motor Vehicle	9	No Beauty Balley	19
Underinsured Motor Vehicle	10	No Benefit To Bailee	17
Automobile Liability Coverage	2	Nonrenewal	22
Assignment	21	Secretary of the Venture of Control of	
Charles Co. Carrier Co.	200	Other Automobile Insurance With Us	19
Cancellation	21	Other Insurance	6, 8, 12, 17
Clothes And Luggage	15	Other Termination Provisions	22
Collision Coverage	14	Our Recovery Right	20
Comprehensive Coverage	14	Out Of State Insurance	5
Conformity With Financial Responsibility Lav			
Coverage Provided	3, 7, 14	Payment Of Loss	18
		Premium Changes	18
Deductible	13, 14	Policy Changes	21
Disablement	14		
		Reductions	5, 12
Exclusions		Right To Appraisal	17
Liability	4		
Medical Expense	7	Salvage Charges	15
Uninsured And Underinsured Motorists	11	Settlement	12
Physical Damage	15	Substitute Transportation Coverage	15
,		Substitute Transportation	15
Fraud and Misrepresentation	19		
The second secon		Termination	21
General Definitions	1	Territory And Policy Period	18
Automobile	1	Towing And Labor Coverage	14
Bodily Injury	1	ronning rand Education Control of Control	1.4
Loss	1	Uninsured Motorists Coverage	10
Motor Vehicle	4	Underinsured Motorists Coverage	11
A CONTRACTOR OF THE CONTRACTOR	4	Criderilladied Motoriats Coverage	- 11
Occupying, Occupied Property Damage	1	Your Duties In The Event Of A Loss	17
	4		
Relative	4	Your Duty To Cooperate	19
Trailer	0		
We, Us, Our, Company	2		
You, Your	2		

(Page 30 of 55)

### **ENDORSEMENT C115**

#### AMENDATORY ENDORSEMENT

#### NOTICE OF ACCIDENT, OCCURRENCE, LOSS OR CLAIM CLAUSE

Your policy is changed to add the following to the policy Conditions. This endorsement attaches to and forms part of your policy.

Notice of Accident, Occurrence, Loss or Claim

Any notice given by you or on your behalf to us or any of our authorized agents in this state, containing particulars sufficient to identify you will be deemed notice to us.

Failure to submit a statement of loss promptly and within a reasonable time will not invalidate your claim if you show that it was not reasonably possible to do so and also show that you submitted the statement as soon as reasonably possible.

(Page 31 of 55)

### **ENDORSEMENT MI600B**

#### MICHIGAN PERSONAL INJURY PROTECTION

With respect to the coverage provided by this endorsement, the provisions of the policy not in conflict herewith, shall apply.

We will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, Personal Protection Benefits consisting of:

- a. allowable expenses;
- b. work loss; and
- c. survivors' loss;

as a result of **bodily injury** caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a **motor vehicle** as a **motor vehicle**.

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

The words in bold-face, not defined below, are defined in your policy. When used in reference to this insurance:

"ALLOWABLE EXPENSES" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral, and burial services and prosthetic devices.

"BODILY INJURY" means accidental bodily Injury, sickness or disease, including death, resulting there from.

#### "DEPENDENT SURVIVOR" means:

- the surviving spouse of the deceased eligible injured person if residing in the same household at
  the time of death, or if dependent upon such deceased at the time of death, provided that the
  dependency of such spouse shall terminate upon remarriage or death. The surviving spouse is
  considered to be a resident of the household when there is a legitimate marital covenant, shared
  economic and non-economic burdens, and legitmate reasons for the spouses to be staying in another
  home or location.
- any person who was dependent upon the deceased eligible injured person at the time of the eligible injured person's death, but only while such other person is:
  - a. under the age of 18 years;
  - b. physically or mentally incapacitated from earning; or
  - c. engaged, full-time in a formal program of academic or vocational education or training.

#### "ELIGIBLE INJURED PERSON" means:

- 1. you or any relative who sustains bodily injury in an accident involving a motor vehicle;
- 2. any other person who sustains bodily injury:

(Page 32 of 55)

### **ENDORSEMENT MI600B**

- a. while occupying the insured motor vehicle;
- while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle; or
- c. as a result of an accident involving any other motor vehicle:
  - i. which is being operated by you or a relative; and
  - to which the bodily injury liability insurance of the policy applies.
- "INCOME" means salary, wages, tips, commissions, fees and other earnings derived from work or employment.
- "INSURED MOTOR VEHICLE" means a motor vehicle with respect to which:
- the bodily injury liability insurance of the policy applies and for which a specific premium is charged; and
- 2. you are required to maintain security under Chapter 31 of the Michigan Insurance Code.
- "MOTOR VEHICLE" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power, other than muscular power, which has more than two wheels. A motor vehicle does not include a motorcycle or a moped.
- "MOTOR VEHICLE ACCIDENT" means a loss involving the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle regardless of whether the accident also involves the ownership, operation, maintenance, or use of a motorcycle as a motorcycle.
- "YOU" or "YOUR" refers to the person(s) or organization named in the Declarations of this policy as named insured and the spouse of such person or persons if a resident of the same household. The spouse is considered to be a resident of the household when there is a legitimate marital covenant, shared economic and non-economic burdens, and legitimate reasons for the spouses to be staying in another home or location.
- "OCCUPYING" means in or upon or entering into or alighting from.
- "RELATIVE" means a person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of your household.
- "SURVIVORS' LOSS" means loss sustained during the first three years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of:
- contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death; and
- expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death.
- "WORK LOSS" means loss sustained during the first three years after the date of the accident consisting of loss of income the eligible injured person would have earned had he not sustained bodily injury but work loss does not include any loss after the date on which the eligible injured person dies.
- "LOSS OF SERVICES" reasonable expenses incurred in obtaining ordinary and necessary services from

(Fage 33 of 55)

### **ENDORSEMENT MI600B**

others in lieu of those services that, had he not sustained **bodily injury**, the **eligible injured person** would have performed during the first three years after the date of the accident, not for income but for the benefit of himself or his dependent.

#### COVERAGE EXCLUSIONS

We do not cover:

- A. any benefits any person would otherwise be entitled to receive for **bodily injury** intentionally caused by him to himself or to another.
- B. bodily injury sustained by any person while using a motor vehicle which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such motor vehicle.
- C. bodily injury sustained by any person, other than you or any relative, while not occupying any motor vehicle, if the accident occurs outside of the state of Michigan.
- D. bodily injury sustained by you while occupying, or through being struck by while not occupying any motor vehicle owned or registered by you and which is not an insured motor vehicle.
- E. bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code.
- F. bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect.
- G. bodily injury sustained by any relative, if such relative is entitled to Personal Protection Benefits as a named insured under the terms of any other policy with respect to such coverage. This does not apply if the relative is an operator or passenger of a motorcycle involved in the accident.
- H. bodily injury sustained by any person, other than you or any relative, if such person is entitled to Personal Protection Benefits as named insured or a relative under the terms of any other policy with respect to such coverage. This does not apply if such person is an operator or passenger of a motorcycle involved in the accident.
- bodily injury sustained by any person, other than you or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle which is being operated by you or a relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code.
- J. bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless:
  - the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred:
  - such bodily injury was a direct result of physical contact with:
    - equipment permanently mounted on such motor vehicle while such equipment was being operated or used; or
    - b. property being lifted onto or lowered from such **motor vehicle** in the loading or unloading process; or
- such bodily injury was sustained by a person while occupying such motor vehicle.

(Page 34 of 55)

### **ENDORSEMENT MI600B**

- K. bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises.
- L. bodily injury sustained by any person while occupying a public or livery conveyance, unless such conveyance is an insured motor vehicle, for which security is maintained as required by Chapter 31 of the Michigan Insurance Code; however, this insurance shall apply to a person who is a passenger in:
  - a school bus, as defined by the Department Of Education, providing transportation is not prohibited by law;
  - 2. a bus operated by a common carrier of passengers certified by the Public Service Commission;
  - 3. a bus operating under a government sponsored transportation program;
  - 4. a bus operated by or providing service to a nonprofit organization; or
  - 5. a taxloab insured as prescribed in section 500.3101 or 500.3102 of the Michigan Compiled Laws;

if that person is a named insured or relative under this policy.

- M. bodily injury sustained by you or any relative while occupying a motor vehicle owned or registered by you or the relative's employer for which security is maintained as required by chapter 31 of the Michigan Insurance Code.
- N. with respect to work loss and survivors' loss, to bodily injury sustained by any person, other than you or any relative, while occupying any motor vehicle, other than the insured motor vehicle, which is being operated by you or any relative outside the state of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code.
- O. bodily injury sustained in a motor vehicle accident by you or a relative while operating or occupying a motorcycle if the owner, registrant or operator of the motor vehicle has provided security with respect thereto as required by Chapter 31 Of The Michigan Insurance Code.

#### LIMIT OF LIABILITY

Regardless of the number of person insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, our liability for Personal Protection Benefits to or on behalf of any one person who sustains **bodily injury** in any one motor vehicle accident is limited as follows:

- A. Allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care.
- B. The maximum amount payable for funeral and burial expenses shall not exceed \$2000.
- C. The maximum amount payable for work loss sustained in any single 30 day period, together shall not exceed the limit shown in the Declarations or whatever other amount established under 3107(b) of Chapter 31 of the Michigan Insurance Code and such amount shall apply pro rata to any lesser periods of work loss provided that the maximum amount payable for loss of income, unless the eligible injured person presents to us reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply.
- D. The maximum amount payable for loss of services incurred by the eligible injured person shall not exceed \$20 per day.

MPL 604 Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co 6

(Fage 35 of 55)

### **ENDORSEMENT MI600B**

- E. The maximum amount payable for survivor's loss, because of the death of an eligible injured person, sustained in any single 30-day period shall not exceed:
  - \$2808 for accidents occurring before October 1, 1990;
  - the limit shown in the Declarations for accidents occurring on or after October 1, 1990; or
  - 3. whatever other amount is established under 3108(2) of Chapter 31 of the Michigan Insurance Code, for accidents occurring on or after the date of change in the maximum, provided that the maximum amount payable for survivor's loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day.
- F. Any amount payable by us under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under:
  - the laws of any state or federal government;
  - 2. any elective deductible set for the Declarations of this policy, provided that such deductible set forth in the declarations of this policy, provided that such deductible shall apply only to you and any relative.

#### CONDITIONS

- A. Action Against Us. No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further action for recovery of Personal Protection Benefits payable under this insurance may not be commenced later than one year after the date of accident causing the injury unless written notice of injury as provided herein has been given to us within one year after the accident or unless we have previously made a payment of Personal Protection Benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within one year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than one year before the date on which the action was commenced.
- B. Medical Reports; Proof Of Claim. As soon as practicable, the eligible injured person or someone on his behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and any other information as may assist us in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by us when and as often as we may reasonably require. If requested by us, the eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by the eligible injured person since the date of the accident and for a reasonable time prior to the accident.
- Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to us or any of its authorized agents as soon as practicable.
  - If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by the eligible injured person. dependent survivor or legal representative.
- D. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under

(Page 36 of 55)

### **ENDORSEMENT MI600B**

this insurance, if the person is legally entitled to recover such benefits:

- we shall be entitled to the extent of such payment to the proceeds of any settlement or judgment
  that may result from the exercise of any right of recovery of this person against any person or
  organization legally responsible for the bodily injury because of which this payment is made,
  and we shall have a lien to the extent of the payment notice of which may be given to the person
  or organization causing such bodily injury, his agent, his insurer, or a court having jurisdiction in
  the matter.
- this person shall hold in trust for the benefit of us all rights of recovery which he shall have against any other person or organization because of such bodily injury.
- this person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- this person shall execute and deliver to us any instruments and papers as may be appropriate to secure the rights and obligations of this person and us established by this provision.
- E. Multiple Policies; Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable. An eligible injured person suffering accidental bodily injury arising from a motor vehicle accident which shows evidence of the involvement of a motor vehicle while an operator or passenger of a motorcycle shall claim personal insurance benefits from insurers in the following order of priority:

- 1. The insurer of the owner or registrant of the motor vehicle involved in the accident.
- The insurer of the operator of the motor vehicle involved in the accident.
- The motor vehicle insurer of the operator of the motorcycle involved in the accident.
- 4. The motor vehicle insurer of the owner or registrant of the motorcycle involved in the accident.

#### TERRITORY AND POLICY PERIOD

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

(Page 37 of 55)

### ENDORSEMENT MI700B

#### MICHIGAN STATE PROVISIONS

L. Under GENERAL DEFINITIONS, "YOU" and "YOUR" are deleted and replaced by:

"YOU" and "YOUR" mean the person(s) or organization named in the Declarations of this policy as named insured and the spouse of such person or persons if a resident of the same household. The spouse is considered to be a resident of the household when there is a legitimate marital covenant, shared economic and non-economic burdens, and legitimate reasons for the spouses to be staying in another home or location.

- II. Under AUTOMOBILE LIABILITY:
  - A. COVERAGE EXCLUSIONS, We do not cover:
    - item D. is deleted and replaced by;
      - D. any motor vehicle while rented to or leased in any fashion to another, or used to carry persons for a charge.

EXCEPTION: This exclusion does not apply to shared expense car pools or to the use of your covered automobile for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

- 2. item H, is deleted and replaced by:
  - H. bodily injury or property damage caused intentionally by or at the direction of an insured to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the Michigan Financial Responsibility Act.
- 3. item l. is deleted.
- 4. Item K, is deleted and replaced by:
  - K. any motor vehicle while competing in, practicing for, or preparing for, any prearranged or organized racing, speed contest, hill climbing exhibition or other contest or demonstration.

EXCEPTION: This exclusion does not apply to the use of a covered automobile with respect to the minimum limits of liability required by the Michigan Financial Responsibility Act.

5. the following is added:

This insurance does not apply to property damage to motor vehicles for which the insured is liable pursuant to Section 500.3135 Michigan Insurance Code.

B. REDUCTIONS is deleted and replaced by:

#### REDUCTION AND DUPLICATION OF PAYMENT

No one will be entitled to receive duplicate payments for the same elements of loss under AUTOMOBILE LIABILITY and UNINSURED MOTORISTS COVERAGE and UNDERINSURED MOTORISTS COVERAGE.

### **ENDORSEMENT MI700B**

C. MICHIGAN RESIDUAL LIABILITY COVERAGE is added:

#### MICHIGAN RESIDUAL LIABILITY COVERAGE

Provided the Declarations Page indicates Michigan Residual Liability Coverage applies, we will pay:

- up to \$500 for damage to a motor vehicle for which an insured becomes legally responsible because an automobile accident occurring in Michigan and arising out of the use of your covered automobile. This coverage applies only if your covered automobile is subject to Section 500.3101 of the Michigan Insurance Code.
- only to the extent that there is no insurance available, except for the insurance provided by this endorsement, to pay for the damage to the motor vehicle for which the insured is legally responsible.
- III. Under AUTOMOBILE MEDICAL EXPENSE COVERAGE EXCLUSIONS, We do not cover, item E, is deleted and replaced by:
  - E. a covered automobile while hired or rented to others for a charge, or any automobile which you are driving while available for hire by the public.

EXCEPTION: This exclusion does not apply to:

- 1. bodily injury sustained as a pedestrian; or
- 2. shared expense car pools; or
- your covered automobile when used for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.

#### Under UNINSURED AND UNDERINSURED MOTORISTS,

A. ADDITIONAL DEFINITIONS FOR THESE COVERAGES, "UNINSURED MOTOR VEHICLE" means: the following is added to item 4.:

Notice to any of **our** agents shall be deemed to be notice to **us**. Failure to give any notice required above within the required number of days shall not invalidate any claim made by the insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

B. UNINSURED MOTORISTS COVERAGE is deleted and replaced by;

#### UNINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for bodily injury sustained by:

- you or a relative, caused by an accident arising out of the ownership, maintenance, or use of an uninsured motor vehicle, which you or a relative are legally entitled to collect from the owner or driver of an uninsured motor vehicle; or
- 2. any other person, caused by an accident while occupying a covered automobile, who is legally entitled to collect from the owner or driver of an uninsured motor vehicle; or

(Fage 39 of 55)

### **ENDORSEMENT MI700B**

any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by anyone described in 1. or 2. above.

Any judgment for damages arising out of a suit is not binding on us unless:

- we provide our written consent;
- our consent was requested and we did not respond within a reasonable amount of time; or
- our consent was unreasonably withheld.
- C. UNDERINSURED MOTORISTS COVERAGE is deleted and replaced by:

#### UNDERINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for bodily injury sustained by:

- you or a relative, caused by an accident arising out of the ownership, maintenance, or use of an underinsured motor vehicle, which you or a relative are legally entitled to collect from the owner or driver of an underinsured motor vehicle; or
- any other person, caused by an accident while occupying a covered automobile, who is legally entitled to collect from the owner or driver of an underinsured motor vehicle; or
- any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by anyone described in 1. or 2. above.

Any judgment for damages arising out of a suit is not binding on us unless:

- we provide our written consent;
- 2. our consent was requested and we did not respond within a reasonable amount of time; or
- 3. our consent was unreasonably withheld.
- D. COVERAGE EXCLUSIONS, We do not cover:
  - 1. item B. is deleted
  - 2. item E. is deleted and replaced by:
    - E. any person, other than you, or a relative, while occupying:
      - 1. a covered automobile while it is being used to carry persons or property for a fee.
        - EXCEPTION: This exclusion does not apply to shared expense car pools or to the use of your covered automobile for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received.
      - 2. a vehicle while being used without the permission of the owner.
- E. SETTLEMENT is deleted and replaced by:

SETTLEMENT

(Page 40 of 55)

### **ENDORSEMENT MI700B**

Whether any person is legally entitled to collect damages under this section, and the amount to which such person is entitled, will be determined by agreement between that person and **us** or by a court having competent jurisdiction. Upon written consent of both parties, any disagreement will be settled by arbitration.

When arbitration applies, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

#### Each party will:

- 1, pay the expenses it incurs; and
- 2. bear the expense of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the person named in the Declarations of this policy lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

- 1. whether the person is legally entitled to recover damages; and
- 2. the amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered automobile is principally garaged. If the amount exceeds that limit, either party may demand the right to trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
- F. REDUCTIONS is deleted and replaced by:

#### REDUCTION AND DUPLICATION OF PAYMENT

- No one will be entitled to receive duplicate payments for the same elements of loss under AUTOMOBILE LIABILITY and UNINSURED MOTORISTS COVERAGE and UNDERINSURED MOTORISTS COVERAGE.
- We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - a. workers' compensation law; or
  - b. disability benefits law.
- G. OTHER INSURANCE is deleted and replaced by:

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions that is similar to the insurance provided under the UNINSURED MOTORISTS COVERAGE or UNDERINSURED MOTORISTS COVERAGE of this policy:

 The total amount of recovery under all policies or provisions may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

### **ENDORSEMENT MI700B**

- Any insurance we provide with respect to a motor vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
- 3. If the coverage under this policy is provided:
  - a. on a primary basis, we will pay only our fair share of the loss that must be paid under insurance providing coverage on a primary basis. Our fair share is the proportion that our limit bears to the total of all applicable limits for coverage provided on a primary basis.
  - b. on an excess basis, we will pay only our fair share of the loss that must be paid under insurance providing coverage on an excess basis. Our fair share is the proportion that our limit bears to the total of all applicable limits for coverage provided on an excess basis.

#### V. Under GENERAL POLICY CONDITIONS:

A. item 3. FRAUD AND MISREPRESENTATION is deleted and replaced by:

#### 3. FRAUD AND MISREPRESENTATION

All coverages under this policy are void if **you** or any **insured** has intentionally concealed or misrepresented any material fact, or made any fraudulent statements, or attempted to commit fraud relating to:

- a. the application for this policy;
- b. information used to determine your eligibility for this policy; or
- c. any loss for which coverage is sought, whether before or after a loss.
- B. under item 7. LAWSUITS AGAINST US, the following is added:

However, you are not forbidden from filing a lawsuit against us within the statute of limitations to have any dispute settled by a court of proper jurisdiction if you believe that we have not appropriately responded to your requests concerning such proceedings or have acted inappropriately in handling your claim.

C. under Item 11. ASSIGNMENT, the following is added:

A spouse is considered to be a resident of the household when there is a legitimate marital covenant, shared economic and non-economic burdens, and legitimate reasons for the spouses to be staying in another home or location.

D. Item 12. TERMINATION is deleted and replaced by:

#### 12. TERMINATION

#### CANCELLATION

You may cancel this policy by telling us on what future date you wish to stop coverage.

We may cancel this policy by delivering to you or by mailing to you, at your last known address shown on our records or of our agent:

- a. at least 10 days notice by first class mail, if cancellation is for nonpayment of premium;
- b. at least 20 days notice by first class mail, if notice is mailed during the first 55 days this

(Page 42 of 55)

### **ENDORSEMENT MI700B**

policy is in effect and this is not a renewal or continuation policy; or

c. at least 30 days notice by certified mail, return receipt requested, in other cases.

After this policy is in effect for 55 days, or if this is a renewal or continuation policy, we will cancel only:

- for nonpayment of premium;
- ii. if during the first 55 days after the original issuance of this policy, we determine that the risk is unacceptable to us; or
- iii. If your driver's license or that of:
  - any driver who lives with you; or
  - 2) any driver who customarily uses your covered automobile.

has been suspended or revoked and the suspension or revocation has become final. This must have occurred:

- a) during the policy period; or
- b) since the last anniversary of the original effective date if the policy is other than one year.

#### NONRENEWAL

If we decide not to renew or continue your policy, we will mail notice to you at the last known address shown on our records or of our agent.

Notice will be mailed at least 30 days before the end of the policy period. We will have the right not to renew or continue at the expiration date shown in the Declarations.

If we offer to renew and you do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

#### OTHER TERMINATION PROVISIONS

- a. If the law in effect in your state at the time this policy is issued, renewed or continued:
  - i. requires a longer notice period;
  - ii. requires a special form of, or procedure for giving notice; or
  - iii. modifies any of the stated termination reasons.

We will comply with those requirements.

- b. Proof of mailing by the U.S. Post Office shall be sufficient proof of notice.
- c. If you or we cancel, premium shall be computed on a pro rata basis. Return premium shall be rounded to the nearest dollar. Any refund may be returned either at the time cancellation is effected or as soon as possible after cancellation becomes effective, but refund or offer of refund is not a condition of cancellation.

(Page 43 of 55)

### **ENDORSEMENT MI700B**

d. The effective date of cancellation or termination stated in the notice shall become the end of

All other provisions of the policy apply except as modified by this endorsement.

(Page 44 of 55)

### **ENDORSEMENT MI710**

#### MICHIGAN SPECIAL COVERAGES ENDORSEMENT

#### PROPERTY PROTECTION COVERAGE

We will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, maintenance or use of the insured motor vehicle as a motor vehicle.

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

"DAMAGE" means accidental physical injury to or destruction of tangible property including the loss of use of the injured or destroyed property.

#### "INSURED MOTOR VEHICLE" means:

- a motor vehicle owned by you with respect to which:
  - a. the property damage liability insurance of the policy applies and for which a specific premium is charged; and
  - b. you are required to maintain security under Chapter 31 of the Michigan Insurance Code; or
- a motor vehicle operated by you or any relative which is not owned by you or a relative and to which the property damage liability insurance of the policy applies.

"MOTOR VEHICLE" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power, other than muscular power, which has more than two wheels.

"MOTOR VEHICLE ACCIDENT" means a loss involving the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle regardless of whether the accident also involves the ownership, operation, maintenance, or use of a motorcycle as a motorcycle.

"YOU" means the person or organization named in the Declarations.

"RELATIVE" means a person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of your household.

#### COVERAGE EXCLUSIONS

We do not cover:

- A. damage to any property while the insured motor vehicle is located for use as a residence or premises.
- B. damage to the property of any person while such person is using the insured motor vehicle without your express or implied consent.
- C. damage to any property owned by you or a relative if you or the relative are the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose.
- D. damage to any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an insured

(Page 45 of 55)

motor vehicle but is damaged by an insured motor vehicle and is parked in such a way as not to cause unreasonable risk of the damage which occurred.

- E. damage to any property suffered or caused intentionally by the claimant.
- F. damage to any property as a result of an accident involving a motor vehicle not owned by you or any relative to the extent that security as required under Chapter 31 Of The Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle.
- G. damage to any property accepted for transportation by you and you are a motor carrier as defined in Chapter 475 Of The Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible.

#### TERRITORY AND POLICY PERIOD

This insurance applies only to accidents which occur in the State of Michigan during the policy period.

#### LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds available, claims made, or **insured** motor vehicles to which this insurance applies, the total limit of our liability under this policy for all damage arising from one accident shall not exceed \$1,000,000.

Subject to the foregoing, **our** liability for Property Protection Benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

#### CONDITIONS

- A. Action Against Us. No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of Property Protection Benefits payable under this insurance may not be commenced later than one year after the date of accident.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the damaged property, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of the person who sustains loss to us or any of our authorized agents as soon as practicable.
- C. Duties In Event of Loss. In the event of loss:
  - the property shall be protected and any further loss due to failure to protect shall not be recoverable under this insurance; however, reasonable expenses incurred in affording such protections shall be deemed incurred at our request.
  - within a reasonable time after loss, sworn proof of loss in such form and including such information as we may reasonably require shall be filed with us and, upon our request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
- D. Reimbursement and Trust Agreement. Subject to any applicable limitation set forth in Chapter 31 of the Michigan Insurance Code, in event of any payment to any person under this insurance:

(Page 45 of 55)

- 1. we shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the property damage because of which such payment is made and we shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such property damage, his agent, his insurer, or a court having jurisdiction in the matter.
- such person shall hold in trust for the benefit of us all rights of recovery which he shall have against such other person or organization because of such damage.
- such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- such person shall execute and deliver to us such instruments and papers as may be appropriate
  to secure the rights and obligations of such person and us established by this provision.
- E. Multiple Policies: Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

#### COLLISION

It is agreed that any Collision coverage afforded by this policy does not apply to an **insured motor vehicle** to the extent that Property Protection Insurance benefits are paid or collectible as required by Chapter 31 of the Michigan Insurance Code.

As used in this section insured motor vehicle means a motor vehicle of which (a) the property damage liability insurance of the policy applies and (b) security is required to be maintained under Chapter 31 of the Michigan Insurance Code.

#### **OUT-OF-STATE INSURANCE**

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state, or province, a non-resident is required to maintain insurance with respect to the operation or use of a **motor vehicle** in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of **our** liability and the kinds of coverage afforded by the policy shall be set forth in such law in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a **motor vehicle** in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of **loss**.

#### **BROAD FORM COLLISION**

Provided the Declarations Page displays broad form collision coverage and indicates a specific premium entry, we will pay for the amount of collision damage which occurs to the insured vehicle during the policy period in excess of the collision coverage deductible amount stated in the Declarations; however, this deductible does not apply to collision damage to the insured vehicle when the operator of the

(Page 47 of 55)

vehicle is not substantially at fault in the accident from which the damage arose. If the insured vehicle was damaged while parked in such a way as not to cause unreasonable risk of the damage which occurred, the deductible amount shall be waived when we pay for the damage which is not recovered under Property Protection Insurance under Section 3121 of the Insurance Code, MCLA 500.3121. We shall have subrogation and assignment rights against benefits paid for collision loss.

For the purpose of this insurance, determination as to whether the operator of the insured vehicle was more than 50% the cause of loss, and the amount of the loss, shall be made by agreement between you and us. We may require you to provide reasonable evidence that the operator of the insured vehicle was not substantially at fault in the accident. If you do not agree with us, then, upon written demand of either, the matter or matters upon which you and we do not agree shall be settled by arbitration.

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

"INSURED VEHICLE" means a motor vehicle of which you are the owner and with respect to which (a) the collision coverage of the policy applies, and (b) security is to be maintained under Chapter 31 of the Michigan Insurance Code, for which coverage under this endorsement is designated in the Declarations.

"SUBSTANTIALLY AT FAULT" means a person's action or inaction was more than 50% of the cause of the accident.

#### LIMIT OF LIABILITY

The limit of our liability for loss shall not exceed the actual cash value of the insured vehicle or if the loss is to a part thereof, the actual cash value of such part at the time of the loss, or what it would then cost to repair or replace the insured motor vehicle or such part with other property of like kind and quality. We shall be liable only for the amount of each such loss in excess of the deductible, where applicable.

#### LIMITED COLLISION

Provided the Declarations Page displays limited collision coverage and indicates a specific premium entry, we will pay for collision damage which occurs to the insured vehicle during the policy period when the operator of the insured vehicle is not substantially at fault in the accident from which the damage arose. No deductible amount shall apply. If the insured vehicle was damaged while parked in such a way as not to cause unreasonable risk of the damage which occurred, we shall pay for damage which is not recovered under Property Protection Insurance under Section 3121 of the Insurance Code, MCLA 500.3121. We shall have subrogation and assignment rights against benefits paid for collision loss.

For the purpose of this insurance, determination as to whether the operator of the insured vehicle was more than 50% the cause of loss, and the amount of the loss shall be made by agreement between you and us. We may require you to provide reasonable evidence that the operator of the insured vehicle was not substantially at fault in the accident. If you do not agree with us, then, upon written demand of either, the matter or matters upon which you and we do not agree shall be settled by arbitration.

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

"INSURED VEHICLE" means a motor vehicle of which you are the owner and with respect to which (a) the Property Damage Liability Insurance of the policy applies, and (b) security is required to be maintained under Chapter 31 of the Michigan Insurance Code, for which coverage under this endorsement is designated in the Declarations.

"SUBSTANTIALLY AT FAULT" means a person's action or inaction was more than 50% of the cause of

(Page 48 of 55)

the accident.

#### LIMIT OF LIABILITY

The limit of our liability for loss shall not exceed the actual cash value of the insured vehicle or if the loss is to a part thereof, the actual cash value of such part at the time of the loss, or what it would then cost to repair or replace the insured vehicle or such part with other property of like kind and quality.

#### STANDARD COLLISION

Provided the Declarations Page displays standard collision coverage and indicates a specific premium entry, we will pay for the amount of collision damage which occurs to the insured vehicle during the policy period, in excess of the deductible amount stated in the Declarations. If the insured vehicle was damaged while parked in such a way as not to cause unreasonable risk of the damage which occurred, we shall not pay for collision damages which are recovered under Property Protection Insurance under Section 3121 of the Insurance Code, MCLA 500.3121. We shall have subrogation and assignment rights against benefits paid for collision loss.

#### ADDITIONAL DEFINITIONS FOR THIS COVERAGE

"INSURED VEHICLE" means a motor vehicle of which you are the owner and with respect to which (a) Property Damage Liability Insurance of the policy applies, and (b) security is required to be maintained under Chapter 31 of the Michigan Insurance Code, for which coverage under this endorsement is designated in the Declarations.

#### LIMIT OF LIABILITY

The limit of our liability for loss shall not exceed the actual cash value of the insured vehicle or if the loss is to a part thereof, the actual cash value of such part at the time of the loss, or what it would then cost to repair or replace the insured motor vehicle or such part with out property of like kind and quality. We shall be liable only for the amount of each such loss in excess of the deductible, where applicable.

(Page 49 of 55)

### **ENDORSEMENT V550**

#### PHYSICAL DAMAGE SPECIAL LOSS SETTLEMENT

Under the PHYSICAL DAMAGE section:

1. the following is provided for vehicles covered under Comprehensive or Collision:

#### RENTAL CAR - Additional Costs We Will Pay:

We will pay expenses for loss of use, diminished value and reasonable fees and charges which you become legally obligated to pay as a result of direct and accidental damage to a commercially rented automobile rented by you or a relative on a temporary basis.

2. the following are added to MAXIMUM AMOUNT WE WILL PAY:

#### REPLACEMENT COST FOR SPECIAL PARTS

We will not take a deduction for depreciation for loss to, steering and suspension components, brake parts, electrical wiring and components, batteries, and tires if repair or replacement results in a better part than was damaged. This does not apply to theft of tires or batteries, unless the entire vehicle was stolen.

If the loss is only to a part of the property, our responsibility extends to that part only.

#### REPLACEMENT COST FOR TOTAL LOSS

If the covered automobile is owned by you and sustains a total loss within:

- a. one year after purchase; or
- b. the vehicle's first 15,000 miles,

whichever occurs first, we will pay, at our option, the full cost of repair or replacement, less the applicable deductible.

This coverage applies only to a covered automobile that has not been previously titled and is not more than one model year old when purchased by you.

This does not apply to a substitute automobile, a non-owned automobile or a vehicle leased under a long-term contract of 6 months or more.

The following conditions apply:

- 1. Our liability for any loss will not be more than the cost to replace the damaged property with:
  - a previously untitled vehicle of the year, make, model and equipment of the damaged automobile or, if unavailable,
  - a vehicle that is most similar in class and body type to the year, make, model and equipment of the damaged automobile.
- 2. We will not pay for any loss before the actual repair or replacement is completed.
- 3. We have the right to pay the loss in money or to repair or replace the damaged automobile.

(Fage	50	of	55)
-------	----	----	-----

"TOTAL LOSS" means a loss in which the cost to replace or repair the vehicle to its pre-loss condition plus the salvage value, equals or exceeds the actual cash value.

All other provisions of the policy apply except as modified by this endorsement.

(Page 51 of 55)

### **ENDORSEMENT V551**

#### PHYSICAL DAMAGE SPECIAL LOSS SETTLEMENT ON PARTIAL LOSSES

Under PHYSICAL DAMAGE, MAXIMUM AMOUNT WE WILL PAY is deleted and replaced by:

#### MAXIMUM AMOUNT WE WILL PAY

Our payments will not exceed the lessor of:

- 1. the actual cash value of the property at the time of loss; or
- the cost to repair or replace the property with like kind and quality parts produced by or for the original manufacturer. However, if such parts identified in item 2, are not available, the cost to repair or replace the property with other parts of like kind and quality.

If the loss is only to a part of the property, our responsibility extends to that part only.

The most we will pay for loss to a trailer you do not own is \$500.

All other provisions of the policy apply except as modified by this endorsement.

(Page 52 of 55)

### **ENDORSEMENT V702**

#### SPECIAL PROVISIONS ENDORSEMENT

- I. Under AUTOMOBILE LIABILITY:
  - A. ADDITIONAL DEFINITIONS FOR THIS COVERAGE:
    - 1. "COVERED AUTOMOBILE", item 1. is deleted and replaced by:
      - 1. any motor vehicle described in the Declarations.
    - 2. "INSURED", item 3. is deleted and replaced by:
      - any other person or organization if liable due to the acts or omissions of any person described in 1. or 2. above. This provision does not apply:
        - a. if the vehicle is a non-owned automobile owned or hired by the person or organization.
        - b. to the United States of America or any of its agencies.
    - 3. "NON-OWNED AUTOMOBILE", item 2. is deleted and replaced by:
      - a commercially rented automobile, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by you or a relative on a temporary basis.
  - B. COVERAGE EXCLUSIONS, We do not cover:
    - item K. is deleted and replaced by:
      - K. any motor vehicle while competing in, practicing for, or preparing for, any prearranged or organized racing, speed contest, hill climbing exhibition or other contest or demonstration.
    - 2. the following items are added:
      - a. bodily injury or property damage due to a nuclear reaction, nuclear discharge, radiation
        or radioactive contamination including any cleanup, decontamination or containment
        activities.
      - bodily injury or property damage directly or indirectly caused by or resulting from inhalation, ingestion, existence or exposure to fungi, mold, mushrooms, bacteria, mildew and any mycotoxins, spores, scents or by-products produced by any of these.
      - c. bodily injury or property damage arising out of the use of a motor vehicle by an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend the employee in any civil action.
  - C. LIMIT OF LIABILITY, the first paragraph is deleted and replaced by:

The limit of liability shown in the Declarations for "each person" for Bodily Injury Liability is the most we will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of bodily injury sustained by any one

person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Bodily Injury Liability is the most we will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of bodily injury sustained by two or more persons resulting from any one accident,

#### II. Under AUTOMOBILE MEDICAL EXPENSE:

- A. ADDITIONAL DEFINITIONS FOR THIS COVERAGE:
  - 1. "COVERED AUTOMOBILE", item 1. is deleted and replaced by:
    - any motor vehicle described in the Declarations.
  - "NON-OWNED AUTOMOBILE", item 2, is deleted and replaced by:
    - 2. a commercially rented automobile, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by you or a relative on a temporary basis.
- B. COVERAGE EXCLUSIONS, We do not cover:
  - 1. item I. is deleted and replaced by:
    - 1. a non-owned automobile while used by a relative who owns, leases or has available for their regular use, a motor vehicle not described in the Declarations.
  - the following items are added:
    - a. bodily injury due to a nuclear reaction, nuclear discharge, radiation or radioactive contamination including any cleanup, decontamination or containment activities.
    - b. bodily injury directly or indirectly caused by or resulting from inhalation, ingestion, existence or exposure to fungi, mold, mushrooms, bacteria, mildew and any mycotoxins, spores, scents or by-products produced by any of these.
    - c. bodily injury arising out of the use of a motor vehicle by an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend the employee in any civil action.

#### III. Under UNINSURED AND UNDERINSURED MOTORISTS:

- A. UNINSURED MOTORISTS COVERAGE, the last paragraph is deleted and replaced by:
  - 3. any person for damages that person is entitled to recover because of bodily injury sustained by anyone described in 1, or 2, above.
- B. UNDERINSURED MOTORISTS COVERAGE, the last paragraph is deleted and replaced by:
  - 3. any person for damages that person is entitled to recover because of bodily injury sustained by anyone described in 1, or 2, above,
- C. LIMIT OF LIABILITY, the first paragraph is deleted and replaced by:

(Page 54 of 55)

The limit of liability shown in the Declarations for "each person" is the most we will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of bodily injury sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for bodily injury liability, is the most we will pay to all persons for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of bodily injury sustained by two or more persons resulting from any one accident. This is the most we will pay regardless of the number of:

#### IV. Under AUTOMOBILE PHYSICAL DAMAGE:

- A. ADDITIONAL DEFINITIONS FOR THIS COVERAGE:
  - 1. "COVERED AUTOMOBILE", item 1. is deleted and replaced by:
    - any motor vehicle or trailer described in the Declarations.
  - "NON-OWNED AUTOMOBILE", item 2. is deleted and replaced by:
    - a commercially rented automobile, trailer, or truck which has a Gross Vehicle Weight Rating of under 26,000 lbs., used by you or a relative on a temporary basis.
- B. ADDITIONAL COSTS WE WILL PAY, item 1. is deleted and replaced by:
  - If a disablement occurs as a result of loss to the covered automobile, we will pay up to \$50 for transportation to reach the intended destination.
- C. COVERAGE EXCLUSIONS, We do not cover:
  - Item J. is deleted and replaced by:
    - J. loss due to a nuclear reaction, nuclear discharge, radiation or radioactive contamination including any cleanup, decontamination or containment activities.
  - 2. item L. is deleted and replaced by:
    - L. loss to a covered automobile while competing In, practicing for, or preparing for, any prearranged or organized racing, speed contest, hill climbing exhibition or other contest or demonstration.
  - 3. Item M. is deleted and replaced by:
    - M. a non-owned automobile while used by a relative who owns, leases or has available for their regular use, a motor vehicle not described in the Declarations.
  - 4. the following item is added:
    - a. loss due to or resulting from fungi, mold, mushrooms, bacteria, mildew and any
      mycotoxins, spores, scents or by-products produced by any of these.
- D. MAXIMUM AMOUNT WE WILL PAY, the last paragraph is deleted and replaced by:

The most we will pay for loss to a trailer you do not own is \$1500.

All other provisions of the policy apply except as modified by this endorsement.

(Page 55 of 55)

### **ENDORSEMENT V911**

#### IDENTITY THEFT RESOLUTION

The following is added:

MISCELLANEOUS

#### IDENTITY THEFT RESOLUTION

We will provide, at our expense, a representative of our choice to assist you, and any relatives in resolving issues of unauthorized use of personal identity or credit information. The unauthorized use must be reported to us during the policy period. Our obligation under this provision is limited to paying for the services of a representative of our choice. No other limit of liability or deductible applies.

Our obligation terminates when the policy terminates for any reason.

All other provisions of the policy apply.

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 4: Beaumont Health System v State Farm Mut Auto Ins Co

Beaumont Health System v. State Farm Mut. Auto. Ins. Co., Not Reported in N.W.2d...

2016 WL 6638166 Only the Westlaw citation is currently available.

UNPUBLISHED OPINION. CHECK COURT RULES BEFORE CITING.

UNPUBLISHED
Court of Appeals of Michigan.

BEAUMONT HEALTH
SYSTEM, Plaintiff—Appellant,

V.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Defendant—Appellee. Donna Waechter, Plaintiff—Appellant,

V.

Tamika Smith, Defendant, and

State Farm Mutual Automobile Insurance Company and Citizens Insurance Company of the Midwest, Defendants—Appellees.

> Docket Nos. 328291, 329103. | Nov. 8, 2016.

Oakland Circuit Court; LC No.2014-140070-NF. Macomb Circuit Court; LC No.2014-002466-NI.

Before: STEPHENS, P.J., and SAAD and METER, JJ.

#### Opinion

#### PER CURIAM.

\*1 This case involves two consolidated no-fault insurance cases. In Docket No. 328291, plaintiff Beaumont Health System (Beaumont) appeals as of right an order granting the motion for summary disposition filed by defendant State Farm Mutual Automobile Insurance Company (State Farm). In Docket No. 329103, plaintiff Donna Waechter (Waechter) appeals as of right an opinion and order granting the motion for summary disposition filed by State Farm, in concurrence with defendant Citizens Insurance Company of the Midwest (Citizens). We affirm.

The following facts are undisputed by the parties. On May 1, 2013, Waechter was involved in an accident while driving a 2007 BMW. She purchased the BMW from Summit Place Kia in 2012. Waechter's friend, Diane Spahn, cosigned for the purchase of the vehicle. Spahn's name appeared on the title for the BMW when registered with the state of Michigan, and on the date of the accident.

At the time of the accident, Waechter's ex-husband, Gregg Waechter (Gregg), had an insurance policy through Citizens that covered the BMW and two other cars. Gregg, who was not an owner of the BMW, was the only named insured on the policy, although Waechter was listed as a principal driver. Waechter and Gregg divorced in January 2013. Spahn never purchased insurance for the BMW, although she had an insurance policy through State Farm for a Buick Lacrosse at the time of the accident.

In Docket No. 328291, Beaumont sued State Farm for reimbursement for medical services provided to Waechter as a result of injuries she allegedly suffered in the accident. In Docket No. 329103, Waechter filed suit against Citizens and State Farm for payment of personal protection insurance (PIP) benefits. State Farm filed motions for summary disposition in both cases pursuant to MCR 2.116(C)(10), asserting that Waechter and, therefore, Beaumont, were ineligible for PIP benefits under MCL 500.3113(b). The respective trial courts granted the motions for summary disposition.

On appeal, Beaumont argues that Waechter is entitled to PIP benefits from State Farm pursuant to MCL 500.3114(4), because Spahn insured a Buick through State Farm at the time of the accident. In contrast, Waechter argues that she is entitled to PIP benefits from Citizens because Citizens insured the BMW at the time of the accident through a policy issued to Gregg. We disagree with both arguments.

A trial court's decision on a motion for summary disposition is reviewed de novo. Barnes v. Farmers Ins. Exch., 308 Mich.App 1, 5; 862 NW2d 681 (2014). "In reviewing a motion under MCR 2.116(C)(10), this Court considers the pleadings, affidavits, depositions, admissions, and other documentary evidence submitted in the light most favorable to the nonmoving party." Id. "Summary disposition is proper under MCR 2.116(C) (10) if the documentary evidence submitted by the parties, viewed in the light most favorable to the nonmoving party, shows that there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 4: Beaumont Health System v State Farm Mut Auto Ins Co

Beaumont Health System v. State Farm Mut. Auto. Ins. Co., Not Reported in N.W.2d...

matter of law. Pennington v. Longabaugh, 271 Mich. App 101, 104; 719 NW2d 616 (2006).

\*2 The trial courts did not err when they granted the motions for summary disposition. MCL 500.3113(b) bars Waechter's entitlement to PIP benefits. In turn, State Farm is not liable to Beaumont for medical services rendered to Waechter in connection with injuries resulting from the motor vehicle accident.

"Under the no-fault act, '[t]he owner or registrant of a motor vehicle required to be registered in this state shall maintain security for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance.' "Igbal v. Bristol West Ins. Group, 278 Mich.App 31, 37; 748 NW2d 574 (2008), quoting MCL 500.3101(1). MCL 500.3113 3 provides, in pertinent part:

A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed:

\* \* \*

(b) The person was the owner or registrant of a motor vehicle or motorcycle involved in the accident with respect to which the security required by section 3101 or 3103 was not in effect.

In Igbal, id. at 32, 34, the plaintiff was involved in a motor vehicle accident while driving a BMW. The parties agreed that the plaintiff's brother owned the BMW, but disputed whether the plaintiff should also be considered an owner. Id. at 37-38. The plaintiff's brother insured the BMW through Auto Club Insurance Association of Michigan, but the plaintiff failed to obtain insurance for the BMW. Id. at 32-33, 39-40. This Court determined that MCL 500.3113(b) did not bar the plaintiff from entitlement to PIP benefits, regardless of whether the plaintiff owned the vehicle at the time of the accident. Id. at 38-40, 46. The Court stated: "While plaintiff did not obtain this coverage, there is no dispute that the BMW had the coverage, and that is the only requirement under MCL 500.3113(b), making it irrelevant whether it was plaintiff's brother who procured the vehicle's coverage or plaintiff." Id. at 40.

In a subsequent decision, this Court declined to extend the ruling in *Iqbal* to allow an owner to obtain PIP benefits where the only insurance on the motor vehicle involved in the accident was secured by a non-owner. Barnes, 308 Mich.App at 7-9. There, the plaintiff was involved in an accident while driving a motor vehicle she co-owned with her mother. Id. at 2-3. At the time of the accident, the motor vehicle was only covered by an insurance policy obtained by a non-owner. Id. at 3, 9. This Court determined that, pursuant to MCL 500.3113(b), the plaintiff was ineligible for PIP benefits. Id. at 8-9. In so doing, it distinguished Iqbal, stating, in part: "[W]hile Iqbal held that each and every owner need not obtain insurance, it did not allow for owners to avoid the consequences of MCL 500.3113(b) if no owner obtained the required insurance. Thus, under the plain language of MCL 500.3113(b), when none of the owners maintains the requisite coverage, no owner may recover PIP benefits." Id. at 8-9.

\*3 In accordance with Barnes, the trial courts properly granted the motions for summary disposition and determined that Waechter was ineligible for PIP benefits pursuant to MCL 500.3113(b). The parties do not dispute that neither Waechter nor Spahn, the only two owners of the BMW, had insurance for the BMW. Thus, the security required by MCL 500.3101 was not in effect at the time of the accident.

Waechter argues that, under Igbal, she is entitled to PIP benefits from Citizens because Citizens insured the BMW at the time of the accident through a policy issued to Gregg. Thus, she claims, the motor vehicle itself had insurance at the time of the accident. She claims that this Court's decision in Barnes directly conflicts with Iqbal and cannot undercut Ighal's precedential effect. However, in Iqbal, one owner of the motor vehicle at issue maintained the required security on the vehicle, while in Barnes, neither owner maintained the required security, and the Barnes Court specifically discussed Iqbal and reached a conclusion regarding how Iqbal should be distinguished. Id. at 8. This legal conclusion on the part of the Barnes Court is binding precedent. As noted by State Farm on appeal, the cases "evince this Court's consistent position that when an owner insures a car, then any other owner is entitled to PIP benefits under the security obtained for the car, but when no owner insures the car, then any owner is not entitled to PIP benefits."

Beaumont argues that Waechter is entitled to PIP benefits from State Farm pursuant to MCL 500.3114(4), because

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 4: Beaumont Health System v State Farm Mut Auto Ins Co

Beaumont Health System v. State Farm Mut. Auto. Ins. Co., Not Reported in N.W.2d...

Spahn insured a Buick through State Farm at the time of the accident. Beaumont's argument lacks merit. The provisions in MCL 500.3114, <sup>4</sup> listing the priority in which insurance companies must pay PIP benefits, need not be considered if an individual is not entitled to PIP benefits. Waechter is not entitled to PIP benefits under MCL 500.3113(b). In turn, Beaumont is not entitled to

payment from State Farm for medical services rendered to Waechter.

Affirmed.

All Citations

Not Reported in N.W.2d, 2016 WL 6638166

#### Footnotes

- State Farm filed a motion to consolidate these two no-fault cases on November 12, 2015. This Court entered an order granting State Farm's motion to consolidate on November 30, 2015. Waechter v. Smith, unpublished order of the Court of Appeals, entered November 30, 2015 (Docket Nos. 328291 and 329103).
- 2 MCL 500.3101 was amended after Iqbal, but the 500.3101 quoted here, or this appeal.
- 3 MCL 500.3113 was amended in 2014, but the amendments do not affect the portion of MCL amendment did not alter MCL 500.3113(b). 2014 PA 489.
- 4 MCL 500.3114 is titled "Persons entitled to personal protection or personal injury benefits; insurer providing coverage," and MCL 500.3114(4) provides, in pertinent part:
  - (4) Except as provided in subsections (1) to (3), a person suffering accidental bodily injury arising from a motor vehicle accident while an occupant of a motor vehicle shall claim personal protection insurance benefits from insurers in the following order of priority:
  - (a) The insurer of the owner or registrant of the vehicle-occupied.

**End of Document** 

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

## **EXAMINATION UNDER OATH OF:**

JOANN HYATT

October 21, 2016

Prepared for you by



Bingham Farms/Southfield • Grand Rapids
Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

### MetLife's June 14, 2018 Motion for Summary Disposition (based on MCL 500.3113(b)) Exhibit 5: October 21, 2016 Examination Under Oath (Excerpt) of Jo Ann Hyatt

JOANN HYATT October 21, 2016

		Page 21		Page 23
1	Q.	Did you ever have a key to the Mountaineer?	1	A. Oh, yes, I'm going to say more than five years.
2	1170	No.	2	Q. Do you work?
3	Q.	Did you ever maintain the Mountaineer?	3	A. Yeah.
4		No.	4	Q. Where do you work?
5	Q.	When Morgan moved out did you ever notify MetLife that	5	A. I work at Yanfang.
6		she was no longer living with you?	6	Q. What is that?
7	A.	No.	7	A. It's an automotive we make automotive parts
8	Q.	Any reason why not?	8	Q. How do you spell it? Yang, Y-a-n-g?
9	A.	I thought Morgan should have done that. I thought	9	A. Y-a-n-f-a-n f-e no, wait a minute f-a-n-g,
10		that this was her policy and for her to maintain it.	10	but it's pronounced Yangfung (ph).
1.1	Q.	Was MetLife billing Morgan directly	11	Q. Oh, Yanfang. What do you make parts for?
12	A.	No.	12	A. GM, we make automotive parts.
13	Q.	for the car insurance?	13	Q. Are you a full or part-time employee?
14		You were kind of talking over me.	14	A. Full-time.
15	A.	I'm sorry.	15	Q. Five days a week?
16	Q.	Let me that's okay.	16	A. Yep.
17		Was MetLife billing Morgan directly for the	17	Q. Yes?
18		car insurance?	18	A. Yes.
19	A.	No.	19	Q. Do you know if Jake at the time of this accident owner
20	Q.	Is the Mountaineer still on your MetLife policy?	20	a vehicle?
21	A.	I believe so, yes.	21	A. No, I do not know.
22	Q.	And you're still paying the insurance on that vehicle?	22	Q. During that period of time that he lived with you did
23	A.	I believe so. I've never got a cancellation on it.	23	he ever own a car?
24	Q.	So it was your understanding that when you and Morgan	24	A. Yes.
25		called MetLife that Morgan was going to have her own	25	Q. What did what did he own during the period of time
_				
		Page 22		Page 24
1		Page 22 MetLife policy?	1	Page 24 that he lived with you?
1 2	A.		1 2	
		MetLife policy?		that he lived with you?
2		MetLife policy? Under my name, yes.	2	that he lived with you?  A. He owned a pickup.
2	Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in	2	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?
3 4	Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?	2 3 4	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head
3 4 5	Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll	2 3 4 5	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?
2 3 4 5 6	Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll	2 3 4 5	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.
2 3 4 5 6 7	Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.	2 3 4 5 6 7	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he
2 3 4 5 6 7 8 9	Q. A.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her	2 3 4 5 6 7 8	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he still have the pickup?
2 3 4 5 6 7 8 9 10	Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?	2 3 4 5 6 7 8 9	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No.
2 3 4 5 6 7 8 9 10	Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.	2 3 4 5 6 7 8 9	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No.  Q. Did he have a car at that time?
2 3 4 5 6 7 8 9 10 11	Q. A. Q. A.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?	2 3 4 5 6 7 8 9 10	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No.
2 3 4 5 6 7 8 9 10 11 12 13	Q. A. Q. A.	MetLife policy? Under my name, yes. Under your name. Why wouldn't Morgan get a policy in her own name? I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction. So it was a financial benefit then to you to have her under your policy? Uh-huh. Is that a yes or no? Yes.	2 3 4 5 6 7 8 9 10 11 12	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?
2 3 4 5 6 7 8 9 10 11 12 13	Q. A. Q. A.	MetLife policy? Under my name, yes. Under your name. Why wouldn't Morgan get a policy in her own name? I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction. So it was a financial benefit then to you to have her under your policy? Un-huh. Is that a yes or no? Yes. Okay. Did — when Jake — so how long, I guess, from	2 3 4 5 6 7 8 9 10 11 12 13	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work.
2 3 4 5 6 7 8 9 110 111 112 113 114 115	Q. A. Q. A.	MetLife policy? Under my name, yes. Under your name. Why wouldn't Morgan get a policy in her own name? I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction. So it was a financial benefit then to you to have her under your policy? Un-huh. Is that a yes or no? Yes. Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the	2 3 4 5 6 7 8 9 10 11 12 13 14	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —
2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned	2 3 4 5 6 7 8 9 10 11 12 13 14 15	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head  Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No.  Q. Did he have a car at that time?  A. No.  Q. How would he get around?  A. I don't know. I was at work.  Q. Did Jake ever drive your —  A. No.  Q. — Milan?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	that he lived with you?  A. He owned a pickup.  Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that.  Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No.  Q. Did he have a car at that time?  A. No.  Q. How would he get around?  A. I don't know. I was at work.  Q. Did Jake ever drive your —  A. No.  Q. — Milan?  A. Not to my knowledge.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I really can't say.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No. Q. — Milan?  A. Not to my knowledge. Q. If he — would he — would it have required your
2 3 4 5 6 7 8 9 110 111 112 113 114 115 116 117 118 119 20	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I really can't say.  Can you give me like an approximate, like a couple —	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No. Q. — Milan?  A. Not to my knowledge. Q. If he — would he — would it have required your permission in order for him to drive that car?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I really can't say.  Can you give me like an approximate, like a couple — approximate six weeks, two months?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No. Q. — Milan?  A. Not to my knowledge. Q. If he — would he — would it have required your permission in order for him to drive that car?  A. Yes.
2 3 4 5 6 7 8 9 10 11 11 12 13 11 14 15 16 17 18 19 20 20 21 22 22 22 22 22 22 22 22 22 22 22 22	Q. A. Q. A. Q. A. Q. A.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I really can't say.  Can you give me like an approximate, like a couple — approximate six weeks, two months?  I'm going to say right around two months, it could	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No. Q. — Milan?  A. Not to my knowledge. Q. If he — would he — would it have required your permission in order for him to drive that car?  A. Yes. Q. Did Morgan ever drive your Milan?
2 3 4 5 6 7 8	Q. A. Q. A. Q. A. Q. A. Q.	MetLife policy?  Under my name, yes.  Under your name. Why wouldn't Morgan get a policy in her own name?  I guess because it was cheaper with me. I had payroll deduction and I get a discount for having the payroll deduction.  So it was a financial benefit then to you to have her under your policy?  Uh-huh.  Is that a yes or no?  Yes.  Okay. Did — when Jake — so how long, I guess, from the time that Morgan purchased the Mountaineer to the time that she left your place, how long had she owned the vehicle?  I don't know the date she actually purchased it, so I really can't say.  Can you give me like an approximate, like a couple — approximate six weeks, two months?  I'm going to say right around two months, it could have been a little longer.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	that he lived with you?  A. He owned a pickup. Q. Any other vehicles?  A. Not that I can recall right out of the top of my head Q. Do you know if the pickup was insured?  A. No, I don't know that. Q. When he left your place in the spring of 2016 did he still have the pickup?  A. No. Q. Did he have a car at that time?  A. No. Q. How would he get around?  A. I don't know. I was at work. Q. Did Jake ever drive your —  A. No. Q. — Milan?  A. Not to my knowledge. Q. If he — would he — would it have required your permission in order for him to drive that car?  A. Yes. Q. Did Morgan ever drive your Milan?  A. Yes.

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers),

CASE NO.:17-07407-NF HON. DENNIS B. LEIBER

Plaintiffs,

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants.

MILLER JOHNSON

By: Thomas S. Baker (P55589) Christopher Schneider (P74457) Attorneys for Plaintiffs

45 Ottawa Avenue SW, Suite 1100 P.O. Box 306

Grand Rapids, Michigan 49501-0306 (616) 831-1700

(616) 831-1701 - Fax bakert@millerjohnson.com schneiderc@millerjohnson.com

HEWSON & VAN HELLEMONT PC

By: Louis A. Stefanic (P63033) Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650 Oak Park, Michigan 48237-1297 (248) 968-5200

Oak Park, Michigan 4823 (248) 968-5200 (248) 968-5270 - Fax lstefanic@vanhewpc.com THE ROSSI LAW FIRM PLLC By: Monica Hoeft Rossi (P61916)

Chrisdon F. Rossi (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304

(248) 593-9292 (248) 686-3360 - Fax mrossi@rossilawpllc.com crossi@rossilawpllc.com

DEFENDANT, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY'S, MOTION FOR SUMMARY DISPOSITION AND BRIEF IN SUPPORT

NOW COMES Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY (hereinafter "Defendant Metropolitan"), by and through its attorneys, The Rossi Law Firm PLLC, and pursuant to MCR 2.116(C)(7) and (C)(10), hereby submits its Motion for Summary Disposition as follows:

- 1. This is a case for first party PIP benefits filed by several medical providers, Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group, seeking payment for alleged medical treatment rendered to Jacob Myers ("Myers") following his involvement in a motor vehicle accident.
- 2. Plaintiffs are the assignees of Myers, pursuant to Assignments of Rights to claim first party personal injury protection (PIP) benefits pursuant to the No-Fault Act.
- 3. There were two (2) lawsuits pending in the Wayne County Circuit Court arising out of the *same* transaction and occurrence as the instant lawsuit: *State Farm Mutual Automobile Insurance Company (Jacob Myers) vs. Metropolitan Group Property & Casualty Insurance Company*, Wayne County Circuit Court Case No: 17-005137-NI; and *Jacob Carl Myers vs. Metropolitan Group Property & Casualty Insurance Company, State Farm Mutual Automobile Insurance Company and Michigan Automobile Insurance Placement Facility*, Wayne County Circuit Court Case No: 17-012213-NF.<sup>1</sup>
- 4. On July 20, 2018, the Wayne County Circuit Court granted Defendant Metropolitan's Motion for Summary Disposition holding that Plaintiff, Jacob Myers, is ineligible for first party personal injury protection (PIP) benefits pursuant to MCL 500.3113(b). (Exhibit 1: Order Granting Defendant Metropolitan's Motion for Summary Disposition dated July 20, 2018).<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> The case brought by Myers remains pending against the remaining Defendant, Michigan Automobile Insurance Placement Facility. The case brought by State Farm against Metropolitan has been dismissed.

<sup>&</sup>lt;sup>2</sup> Defendant Metropolitan has a Motion for Summary Disposition pending before this Court, scheduled to be heard on August 17, 2018, seeking dismissal because of: (i) Myers' ineligibility for PIP benefits and (ii) fraudulent concealment of Myers as owner of the subject vehicle when added to JoAnn Hyatt's insurance policy with Defendant Metropolitan.

- 5. The Wayne County Circuit Court dismissed Myers' claims against Defendant Metropolitan with prejudice. *Id*.
- 6. Consequently, for the reasons set forth in the attached brief in support, Plaintiffs' claims in the present case are barred by the doctrines of collateral estoppel and res judicata.
- 7. Indeed, it is well settled that a healthcare provider is barred from litigating a claim for payment of medical expenses against an insurer when the patient's claims have been dismissed with prejudice against the insurer. *TBCI*, *PC* v State Farm Mut Auto Ins. Co., 289 Mich App 39, 44; 795 NW2d 229, 232 (2010).

WHEREFORE, pursuant to MCR 2.116(C)(7) and (C)(10), and for the reasons set forth in the attached brief in support, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court dismiss Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group's, claims against Metropolitan with prejudice.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306

Bloomfield Hills, MI 48304 (248) 593-9292

Dated: July 26, 2018

RECEIVED by MSC

#### BRIEF IN SUPPORT

#### I. INTRODUCTION

This is a case for first party PIP benefits filed by Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group, as assignees of Jacob Myers ("Myers") seeking payment for alleged medical treatment rendered to Myers following his involvement in a motor vehicle accident on August 15, 2016, while operating a 2003 Mercury Mountaineer ("Mountaineer"). Plaintiffs are the assignees of Myers, pursuant to Assignments of Rights to claim first party personal injury protection (PIP) benefits pursuant to the No-Fault Act.

There were two cases pending in the Wayne County Circuit Court arising out of the *same* transaction and occurrence as the instant lawsuit and filed before the instant lawsuit: *State Farm Mutual Automobile Insurance Company (Jacob Myers) vs. Metropolitan Group Property & Casualty Insurance Company*, Wayne County Circuit Court Case No: 17-005137-NI, filed on March 31, 2017; and *Jacob Carl Myers vs. Metropolitan Group Property & Casualty Insurance Company, State Farm Mutual Automobile Insurance Company and Michigan Automobile Insurance Placement Facility, Wayne County Circuit Court Case No: 17-012213-NF, filed on August 15, 2017.<sup>3</sup>* 

On July 20, 2018, the Wayne County Circuit Court granted Defendant Metropolitan's Motion for Summary Disposition holding that Plaintiff, Jacob Myers, is ineligible for first party personal injury protection (PIP) benefits pursuant to MCL 500.3113(b), because he was the co-owner of the Mountaineer and the only insurance on the vehicle was secured by a non-owner, JoAnn Hyatt. (Exhibit 1: Order Granting Defendant Metropolitan's Motion for Summary Disposition dated July 20, 2018).

<sup>&</sup>lt;sup>3</sup> The case brought by Myers remains pending against the remaining Defendant, Michigan Automobile Insurance Placement Facility. The case brought by State Farm against Metropolitan has been dismissed.

#### III. STANDARD OF REVIEW

A motion brought under MCR 2.116(C)(7) is properly granted if, among other things, a "prior judgment" bars the current action. The applicable standard of review under MCR 2.116(C)(7) requires taking all plaintiff's well-pleaded allegations as true and to construe them most favorably to the plaintiff. In reviewing a C(7) motion, the court must consider all affidavits, pleadings, depositions, admissions, and documentary evidence filed or submitted by the parties. The motion should not be granted unless no factual development could provide a basis for recovery. Jones v. State Farm Mut. Auto. Ins. Co., 202 Mich. App. 393, 396-397; 509 N.W.2d 829 (1993) (citation omitted).

A motion under MCR 2.116(C)(10) tests the factual sufficiency of a claim. A motion under MCR 2.116(C)(10) must specifically identify the issues as to which the moving party believes there is no genuine issue as to any material fact. MCR 2.116(G)(4). In presenting a motion for summary disposition, the moving party has the initial burden of supporting its position by affidavits, depositions, admissions or other documentary evidence. Neubacher v Globe Furniture Rentals, 205 Mich App 418, 420; 522 NW2d 335 (1994).

In reviewing a motion for summary disposition pursuant to MCR 2.116(C)(10), the Court shall consider affidavits, pleadings, depositions, admissions and other documentary evidence filed in the action or submitted by the parties in the light most favorable to the party opposing the motion. Quinto v Cross & Peters Co., 451 Mich 358, 362; 547 NW2d 314 (1995). All inferences are to be drawn in favor of the party opposing the motion. Gamet v Jenkins, 38 Mich App 719; 197 NW2d 160 (1972). Mere personal beliefs, conjecture or speculation are insufficient to support or oppose a motion for summary disposition. Libralter Plastics, Inc. v Chubb Group of Insurance Companies, 199 Mich App 482, 486; 502 NW2d 742 (1993).

#### IV. **LAW AND ARGUMENT**

It is well settled that a healthcare provider is barred from litigating a claim for payment of medical expenses against an insurer when the patient's claims have been dismissed with prejudice against the insurer. TBCI, PC v State Farm Mut Auto Ins. Co., 289 Mich App 39, 44; 795 NW2d 229,

232 (2010). Michigan courts have even held that dismissal of the injured person's PIP claims for discovery violations will serve as res judicata of a healthcare provider's claims for medical expenses related to treatment of the injured party. *Dawoud v State Farm Mut Auto Ins Co*, 317 Mich App 517; 895 NW2d 188 (2016).

### A. Plaintiffs' claims are barred by res judicata.

"The doctrine of res judicata is intended to relieve parties of the cost and vexation of multiple lawsuits, conserve judicial resources, and encourage reliance on adjudication, that is, to foster the finality of litigation." *Begin v. Mich. Bell Tel. Co.*, 284 Mich App 581, 599; 773 NW2d 271 (2009). Accordingly, "[r]es judicata bars a subsequent action between the same parties when the evidence or essential facts are identical." *Eaton Co. Bd. of Co. Rd. Comm'rs v. Schultz*, 205 Mich App 371, 375; 521 NW2d 847 (1994). It is applicable when "the first action was decided on its merits, the second action was or could have been resolved in the first action, and both actions involve the same parties or their privies." *Solution Source, Inc. v. LPR Assoc. Ltd. Partnership*, 252 Mich App 368, 376; 652 NW2d 474 (2002) (citation omitted). For the doctrine to apply, the judgment in the first case must have been final. *Richards v. Tibaldi*, 272 Mich App 522, 531, 726 NW2d 770 (2006).

The Michigan Supreme Court "has taken a broad approach," holding that res judicata "bars not only claims already litigated, but also every claim arising from the same transaction that the parties, exercising reasonable diligence, could have raised but did not." *Adair v Michigan*, 470 Mich 105, 121; 680 NW2d 386 (2004).

There are four elements of res judicata: (1) the prior action was decided on the merits, (2) the prior decision was final, (3) both actions involve the same parties or their privies, and (4) the claims to be precluded either were or could have been decided in the previously decided case. *Duncan v Michigan*, 300 Mich App 176, 194; 832 NW2d 761 (2013).

In the present case, as to the first element, the Wayne County Circuit Court's order granting summary disposition of Myers' claims against Defendant Metropolitan is a decision on the merits. Indeed, a grant of summary disposition acts as an adjudication on the merits. *Mable Cleary Trust v.* 

Edward–Marlah Muzyl Trust, 262 Mich App 485, 510; 686 NW2d 770 (2004) ("[A] summary disposition ruling is the procedural equivalent of a trial on the merits that bars relitigation on principles of res judicata."), overruled in part on other grounds *Titan Ins. Co. v. Hyten*, 491 Mich 547, 555 n 4; 817 NW2d 562 (2012); see also MCR 2.504(B)(3) and *Al–Shimmari v. Detroit Med. Ctr.*, 477 Mich 280, 296–297; 731 NW2d 29 (2007).

As to the second element, there is no genuine issue of material fact that the Wayne County Circuit Court's order granting summary disposition of Myers' claims against Defendant Metropolitan is final as it is a decision "with prejudice" and Myers can no longer pursue a claim for PIP benefits against Defendant Metropolitan.

As to the third element, there is no genuine issue of material fact that the present action is brought by Plaintiffs who are privies of Myers. It is well settled that a provider of medical services seeking PIP benefits pursuant to an assignment of rights by a party injured in an automobile accident is assignee that "stands in the shoes of the assignor and acquires the same rights as the assignor possessed." *Profl Rehab Assoc v State Farm Mut Auto Ins Co*, 228 Mich App 167, 177; 577 NW2d 909, 914 (1998) (quoting *First of America Bank v. Thompson*, 217 Mich App 581, 587; 552 NW2d 516 (1996).

In TBCI, PC, supra, the Michigan Court of Appeals considered the relationship between a healthcare provider and its patient for recoupment of PIP benefits, stating as follows:

Plaintiff, by seeking coverage under the policy, is now essentially standing in the shoes of Afful. Being in such a position, there is also no question that plaintiff, although not a party to the first case, was a "privy" of Afful. "A privy of a party includes a person so identified in interest with another that he represents the same legal right...."

TBCI, PC v State Farm Mut Auto Ins. Co., 289 Mich App 39, 44; 795 NW2d 229, 232 (2010)(quoting Begin, supra at 599). Undoubtedly, in the present case, it cannot be disputed that Plaintiffs are privies of Myers, as they are bringing their claims as assignees of Myers.

As to the fourth element, there is no genuine issue of material fact that the claims to be precluded in this action were decided in the Wayne County Circuit Court's order holding that Myers

is ineligible for first party personal injury protection (PIP) benefits pursuant to MCL 500.3113(b) and dismissing Myers' claims against Defendant Metropolitan with prejudice. Indeed, Myers' ineligibility for PIP benefits serves to bar the instant Plaintiffs from pursuing their claims.

### B. Plaintiffs' claims are also barred by collateral estoppel.

Collateral estoppel precludes re-litigation of an issue in a subsequent, different case between the same parties or their privies if the prior action resulted in a valid final judgment and the issue was actually and necessarily determined in the prior matter. *Ditmore v. Michalik*, 244 Mich App 569, 577; 625 NW2d 462 (2001); *Horn v. Dep't of Corrections*, 216 Mich App 58, 62; 548 NW2d 660 (1996).

Collateral estoppel requires that "(1) a question of fact essential to the judgment was actually litigated and determined by a valid and final judgment, (2) the same parties had a full and fair opportunity to litigate the issue, and (3) there was mutuality of estoppel." *Estes v. Titus*, 481 Mich 573, 585; 751 NW2d 493 (2008). However, mutuality of estoppel is not required where the doctrine is used defensively. *Monat v. State Farm Ins Co*, 469 Mich. 679, 691–692; 677 NW2d 843 (2004).

The ultimate issue in the second case must be the same as that in the first proceeding. City of Detroit v. Qualls, 434 Mich 340, 357; 454 NW2d 374 (1990). As explained in Bd of Co Rd Comm'rs for the Co of Eaton v. Schultz, 205 Mich App 371, 376–377; 521 NW2d 847 (1994):

The issues must be identical, and not merely similar, and the ultimate issues must have been both actually and necessarily litigated. To be necessarily determined in the first action, the issue must have been essential to the resulting judgment; a finding upon which the judgment did not depend cannot support collateral estoppel. [Citations omitted.]

Collateral estoppel will only apply if the basis of "the prior judgment can be clearly, definitely, and unequivocally ascertained." *Ditmore*, 244 Mich App at 578.

In the present case, there is no genuine issue of material fact as to the application of collateral estoppel. First, an essential question in this lawsuit as to whether Myers is eligible for PIP benefits was resolved by the Wayne County Circuit Court's order granting summary disposition of Myers' claims against Defendant Metropolitan. Indeed, that issue was litigated and determined.

Second, the same parties had full and fair opportunity to litigate the issue. At the outset of the present lawsuit, Defendant Metropolitan filed a motion to transfer and consolidate this case with the Wayne County Circuit Court litigation brought by Myers. Plaintiffs in the present case opposed that motion and chose to pursue their claims in this case. Moreover, pursuant to *TBCI*, *PC*, *supra*, Myers, and Plaintiffs in this case are in privy with each other and Myers had a full and fair opportunity to litigate the issue in the Wayne County Circuit Court.

Therefore, Plaintiffs' claims are barred by collateral estoppel and Defendant Metropolitant respectfully requests dismissal of Plaintiffs' claims.

### V. CONCLUSION

WHEREFORE, pursuant to MCR 2.116(C)(7) and MCR 2.116(C)(10), and for the reasons set forth above, Defendant, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests that this Honorable Court dismiss Plaintiffs, Mecosta Medical Center, d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group's, claims against Metropolitan with prejudice.

Respectfully submitted,

THE ROSSI LAW FIRM PLLC

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Dated: July 26, 2018

#### PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause, by overnighting same to them at their respective addresses as disclosed by the pleadings herein, with postage fully prepaid thereon July 26, 2018

Patrice M. Cole

11

# EXHIBIT 1

Tara Hickman

7/19/2018 12:55 PM

WAYNE COUNTY CLERK

Cathy M. Garrett

FILED IN MY OFFICE

### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (Jacob Myers),

Plaintiff,

CASE NO.:17-005137-NI HON. MURIEL HUGHES

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, Defendant.

Consolidated with:

JACOB CARL MYERS,

Plaintiff.

CASE NO.:17-012213-NF HON. MURIEL HUGHES

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AND MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY,

Defendants.

SKUPIN & LUCAS, P.C. Gerald R. Skupin (P46110) By: Attorney for Plaintiff Myers 155 W. Congress, Suite 350 Detroit, Michigan 48226 (313) 961-0425 (313) 961-1033 - Fax jskupin@skupinlucas.com

HACKNEY GROVER Timothy A. Holland (P66218) By: Alison M. Quinn (P72326) Regina A. Berlin (P74894) Attorneys for Defendant State Farm 3514 Rivertown Point Court, SW Grandville, Michigan 49418 (616) 257-3900 (616) 257-8555 - Fax tholland@hackneygrover.com

aquinn@hackneygrover.com

THE ROSSI LAW FIRM PLLC Monica Hoeft Rossi (P61916) By: Chrisdon F. Rossi (P59305) Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 (248) 686-3360 - Fax mrossi@rossilawpllc.com crossi@rossilawpllc.com

ANSELMI, MIERZEJEWSKI, RUTH & SOWLE, P.C. By: Mark L. Nawrocki (P69017) Attorney for Defendant MAIPF 1750 S. Telegraph Road, Suite 306 Bloomfield Hills, Michigan 48302 (248) 338-2290 (248) 338-4451 - Fax mnawrocki@a-mlaw.com

Tara Hickman

7/19/2018 12:55 PM

WAYNE COUNTY CLERK

Cathy M. Garrett

FILED IN MY OFFICE

### ORDER GRANTING DEFENDANT, METROPOLITAN GROUP PROPERTY & CASUALTY INSURANCE COMPANY'S, MOTION FOR SUMMARY DISPOSITION

At a session of said Court held in the 3rd Judicial Circuit Court, City of Detroit, County of Wayne State of Michigan on: 7/19/2018

PRESENT: HON. MURIEL HUGHES, Circuit Court Judge

This matter having come before the Court on Defendant, Metropolitan Group Property and Casualty Insurance Company's, Motion for Summary Disposition, Plaintiff having filed a Response in Opposition and Michigan Automobile Insurance Placement Facility having filed a Concurrence, the Court having heard oral argument on Wednesday, July 18, 2018, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant, Metropolitan Group Property and Casualty Insurance Company's, Motion for Summary Disposition is granted because Plaintiff, Jacob Myers, is ineligible for first party personal injury protection (PIP) benefits pursuant to MCL 500.3113(b) for the reasons stated on the record.

IT IS FURTHER ORDERED that Plaintiff, Jacob Myers', claims against Defendant, Metropolitan Group Property and Casualty Insurance Company, are hereby dismissed with prejudice for the reasons stated on the record.

IT IS FURTHER ORDERED that State Farm Mutual Automobile Insurance Company's Complaint against Defendant, Metropolitan Group Property and Casualty Insurance Company, is hereby dismissed with prejudice for the reasons stated on the record.

> /s/ Muriel D. Hughes 7/19/2018 HON. MURIEL HUGHES Circuit Court Judge

Approved as to form:

/s/ Gerald R. Skupin (w/ consent) GERALD R. SKUPIN (P46110) Attorney for Plaintiff, Jacob Myers

/s/ Kevin P. Wirth (w/ consent) KEVIN P. WIRTH (P73155) Attorney for Defendant MAIPF

/s/ Chrisdon F. Rossi CHRISDON F. ROSSI (P59305)

Attorney for Defendant Metropolitan

### STATE OF MICHIGAN IN THE SUPREME COURT

### APPEAL FROM THE COURT OF APPEALS

(MURRAY, C.J. (DISSENTING), METER, AND K. F. KELLY, JJ.)

MECOSTA COUNTY MEDICAL CENTER d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS. SPECTRUM HEALTH PRIMARY CARE PARTNERS d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED **REHABILITATION HOSPITAL**, and MARY FREE BED MEDICAL GROUP

(JACOB CARL MYERS),

Plaintiffs-Appellees,

-v-

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY.

Defendant-Appellant,

-and-

STATE FARM MUTUAL AUTOMOBILE **INSURANCE COMPANY**,

Defendant-Appellee.

MECOSTA COUNTY MEDICAL CENTER d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS. SPECTRUM HEALTH PRIMARY CARE PARTNERS d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP (JACOB CARL MYERS),

Plaintiffs-Appellees,

-V-

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendant-Appellee,

-and-

Supreme Court Case No. 161628

Court of Appeals Docket No. 345868

Kent County Circuit Court Case No. 17-007407-NF Hon. Dennis B. Leiber

**JOINT APPENDIX** 

**VOLUME II** 

Supreme Court Case No. 161650

Court of Appeals Docket No. 345868

Kent County Circuit Court Case No. 17-007407-NF Hon, Dennis B. Leiber

### STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellant.

MILLER JOHNSON

JOSEPH J. GAVIN (P69529)

Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 Grand Rapids, MI 49507-0306 (616) 831-1700 THE ROSSI LAW FIRM, PLLC

CHRISDON F. ROSSI (P59305)

Attorneys for Metropolitan Group 40950 Woodward Ave., Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

HEWSON & VAN HELLEMONT, P.C. **JORDAN A. WIENER (P70956)** 

Attorneys for State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200

### **JOINT APPENDIX**

**VOLUME II** 

### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP: MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP.

Plaintiffs,

Case No. 17-07407-NF

V

HON. DENNIS B. LEIBER

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY: and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY:

### Defendants.

Thomas S. Baker (P55589) Patrick M. Jaicomo (P75705) Miller Johnson Attorneys for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306 (616) 831-1700

Monica Hoeft Rossi (P61916) Chrisdon F. Rossi (P59305) The Rossi Law Firm PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292

Louis A. Stefanic (P63033) Hewson & Van Hellemont, P.C. Attorney for Defendant State Farm 25900 Greenfield Road. Suite 650 Oak Park, MI 48237 (248) 968-5200

### PLAINTIFFS' BRIEF IN OPPOSITION TO METROPOLITAN'S MOTIONS FOR SUMMARY DISPOSITION<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Pursuant to this Court's statements at the parties' August 17, 2018 hearing, this updated response brief replaces the previous response brief plaintiffs filed on August 10, 2018. This brief is plaintiffs' single response to the pending motions for summary disposition.

### Table of Contents

			Page		
INDI	EX OF	AUTHORITIES	iii		
PLA	INTIFE	FS' BRIEF IN OPPOSITION TO METROPOLITAN'S	0		
MOT	TIONS	FOR SUMMARY DISPOSITION	0		
Intro	duction	1	1		
State	ment o	f Facts	2		
I.		b Myers was injured in a motor vehicle accident and treated by the pitals.	2		
II.		The MetLife Policy covered the Mountaineer and its co-owner, Morgan Watson.			
III.	Myers assigned his rights to the Hospitals, and they brought suit against the Insurers.				
IV.	MetLife attempted to transfer this case to Wayne County and, after its unsuccessful attempt, repeatedly moved this Court for summary disposition.				
Stand	dards o	f Review	6		
Argu	ment		7		
I.	This Court should deny MetLife's third motion for summary disposition because neither res judicata nor collateral estoppel from Myers' case applies here.				
	A.	Because of the assignments, the Hospitals are not the "same parties" as Myers or his privies	7		
	B.	Because the Insurers were aware of Myers' assignment of rights to the Hospitals, they have unclean hands and should not be afforded the equitable relief they seek.	10		
II.	This Court should deny MetLife's second motion for summary disposition because the uninsured owner exclusion does not apply				
	A.	Watson maintained coverage on the Mountaineer under the MetLife Policy as a relative residing with Hyatt.	12		

# Table of Contents (continued)

				Page
	B.	Iqbal, not Barnes, controls the application of the uninsured owner exception here.		
		1.	Barnes does not apply because Watson, as an owner of the vehicle and like the brother in <i>Iqbal</i> , maintained coverage on the Mountaineer.	15
		2.	The Supreme Court is currently reconsidering Barnes	18
III.			oncealment claim against Hyatt has no impact on the aims	18
Concl	usion			20

### Index of Authorities

	Page(s)
Cases	
21st Century Premier Ins Co v Zufelt, 315 Mich App 437; 889 NW2d 759 (2016)	18
Amster v Stratton, 259 Mich 683; 244 NW 201 (1932)	19
Barnes v Farmers Ins Exch, 308 Mich App 1; 862 NW2d 681 (2014)	passim
Bazzi v Sentinel Ins Co, Mich, 2018 WL 3468087, at *10 (Mich, July 18, 2018)	20
Covenant Medical Center v State Farm Mut Auto Ins Co, 500 Mich 191; 895 NW2d 490 (2017)	4, 5, 9
Dairyland Ins Co v Auto-Owners Ins Co, 123 Mich App 675; 333 NW2d 322 (1983)	13
Duncan v Michigan, 300 Mich App 176; 832 NW2d 761 (2013)	8
Dye v Esurance, unpublished opinion per curiam of the Court of Appeals, issued April 4, 2017 (Docket No. 330308)	18
Grange Ins Co of Mich v Lawrence, 494 Mich 475; 835 NW2d 363 (2013)	13
Howell v Vito's Trucking & Excavating Co, 386 Mich 37; 191 NW2d 313 (1971)	9
Iqbal v Bristol W Ins Group, 278 Mich App 31; 748 NW2d 574 (2008)	4, 15, 16, 17
Jesperson v Auto Club Ins Ass'n, 499 Mich 29; 878 NW2d 799 (2016)	15
Johnson v QFD, Inc, 292 Mich App 359; 807 NW2d 719 (2011)	19
Lenawee Co Bd of Health v Messerly, 417 Mich 17; 331 NW2d 203 (1982)	20

# Index of Authorities (continued)

	<u>Page</u>
Maiden v Rozwood, 461 Mich 109; 597 NW2d 817 (1999)	7
McKeighan v Citizens Commercial & Sav Bank of Flint, 302 Mich 666; 5 NW2d 524 (1942)	11
Middleditch v Irish American Club, unpublished opinion per curiam of the Court of Appeals, issued October 2, 2000 (Docket No. 212406)	9
Monat v State Farm Ins Co, 469 Mich 679; 677 NW2d 843 (2004)	8
Myers v Metropolitan Group Property & Cas Ins Co, et al (Case No. 17-012213-NF)	5
Profl Rehab Assoc v State Farm Mut Auto Ins Co, 228 Mich App 167; 577 NW2d 909 (1998)	8, 9
Rohe Sci Corp v Nat'l Bank of Detroit, 133 Mich App 462; 350 NW2d 280 (1984)	10
Sharper Image Corp v Dep't of Treasury, 216 Mich App 698; 550 NW2d 596 (1996)	7
Sylvan Twp v City of Chelsea, 313 Mich App 305; 882 NW2d 545 (2015)	10
TBCI, PC v State Farm Mut Auto Ins Co, 289 Mich App 39; 795 NW2d 229 (2010)	9
Tienda v Integon Natl Ins Co, 300 Mich App 605; 834 NW2d 908 (2013)	13
Weston v Dowty, 163 Mich App 238; 414 NW2d 165 (1987)	8
Workman v Detroit Auto Inter-Ins Exch, 404 Mich 477; 274 NW2d 373 (1979)	13
Youngs v West, 317 Mich 538; 27 NW2d 88 (1947)	11
<i>Zucker v Karpeles</i> , 88 Mich 413; 50 NW 373 (1891)	20

# Index of Authorities (continued)

	Page
Statutes	
MCL 500.3101	
MCL 500.3101(1)	passin
MCL 500.3101(3)	
MCL 500.3113(b)	passim
Rules	
MCR 2.116(C)(10)	
MCR 2.116(C)(7)	
MCR 2.116(C)(8)	
MCR 2.116(G)(5)	6, 7
MCR 2.116(I)(2)	
MCR 7.215(C)(1)	C

### Introduction

Based on information recently discovered by plaintiffs (the "Hospitals") at deposition, the Hospitals, not Defendant Metropolitan Group Property and Casualty Insurance Company ("MetLife"), are entitled to summary disposition in this no-fault dispute.

MetLife has two separate motions for summary disposition pending in this case. One addresses the substance of the injured person's, Jacob Myers, eligibility for no-fault benefits pursuant to MCR 2.116(C)(10), and the other seeks to collaterally attack the Hospitals' claims pursuant to MCR 2.116(C)(7) via an order dismissing Myers' claims in a separate, Wayne County action to which the Hospitals are not parties. Both fail.

Because Myers assigned his rights to sue MetLife and Defendant State Farm Mutual Automobile Insurance Company ("State Farm," collectively, the "Insurers") to the Hospitals, Myers and the Hospitals are not the same parties. Indeed, Myers had no right to assert the Hospitals' claims in the Wayne County case. Accordingly, the Wayne County order is neither res judicata nor does it collaterally estop the Hospitals' claims here. Moreover, the Insurers knew about Myers' assignments to the Hospitals, but the Insurers chose not to raise that dispositive issue in Wayne County. That choice means that the Insurers come to this Court with unclean hands. Therefore, this Court should alternatively deny MetLife's request for equitable relief as a matter of sound discretion.

Turning to MetLife's substantive arguments, the Court previously adjourned MetLife's motion for summary disposition because discovery was still open. Following that adjournment, the Hospitals deposed the three key witnesses in this case and discovered that Myers and his then-girlfriend and the mother of his child, Morgan Watson, were residing with Watson's grandmother, JoAnn Hyatt, at the time of Myers' accident. That fact is crucial because Hyatt is the named insured on the MetLife policy at issue in this case (the "MetLife").

Policy"), and the MetLife Policy extends coverage to Hyatt's resident relatives. Thus, because Watson maintained coverage on the Mountaineer as a resident relative of Hyatt, the uninsured owner exclusion of MCL 500.3113(b) does not apply to Myers, and MetLife's reliance on Barnes v Farmers Ins Exch, 308 Mich App 1; 862 NW2d 681 (2014), is misplaced.

Moreover, although MetLife contends that its policy was void because Hyatt did not identify Myers as a driver, MetLife provides no contractual basis for that assertion. And because Myers and the Hospitals would be innocent third parties to Hyatt's actions anyhow, this Court must consider the equities before deciding whether the policy is void. When that is done, it is clear that the equities favor Myers and the Hospitals. That is especially true because MetLife has never returned any of the increased premiums it charged to insure Watson and the Mountaineer.

This Court should deny MetLife's motion and, because there is no dispute of material fact that the MetLife Policy covered the Mountaineer at the time of the accident, this Court should enter summary disposition in favor of the Hospitals against MetLife. The only matter remaining in this case is the amount of damages for which MetLife is liable.

### Statement of Facts

### I. Jacob Myers was injured in a motor vehicle accident and treated by the Hospitals.

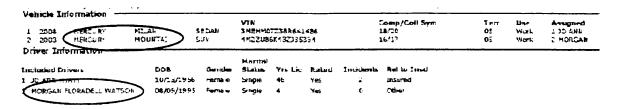
On August 15, 2016, Myers sustained serious injuries in a motor vehicle accident, while driving a 2003 Mercury Mountaineer. Compl. ¶ 13. From August 17, 2016, through March 29, 2017, the Hospitals provided care and treatment to Myers for his injuries. Compl. ¶ 23, 28, 33, 38, 43. The vast majority of Myers' treatment took place in Kent County. The Hospitals' charges for their care and treatment of Myers total \$608,982.54.

### II. The MetLife Policy covered the Mountaineer and its co-owner, Morgan Watson.

Myers co-owned the Mountaineer with Watson. At the time of the accident, Myers, Watson, and their daughter. Sage, were living in an apartment with Watson's grandmother JoAnn Hyatt. See Exhibit 1, Myers Dep. at 21:18-22:13; Exhibit 2, Watson Dep. at 27:13-22. Both Myers and Watson had keys to the apartment, both had belongings there, both received mail there, both shared a room at the apartment, and Sage's crib was there. *Id.*; Exhibit 1 at 18:1-8. Moreover, Myers was on the lease and paid rent. *Id.* at 18:16-17.

Consistent with those living arrangements, the Mountaineer—which was primarily Watson's vehicle—was insured under a MetLife policy owned by Hyatt. Exhibit 2 at 31:2-3; see, generally. Exhibit 3. Hyatt had contacted MetLife and had MetLife put Watson and the Mountaineer on the MetLife Policy. Exhibit 4, Hyatt Dep. at 20:4-22:4. Hyatt informed MetLife that Watson was her granddaughter, that Watson was living with her, and that Watson owned the Mountaineer. *Id.* MetLife changed Hyatt's policy and charged her a higher rate. *Id.* at 22:12-14. Watson and Myers paid Hyatt for the additional premiums. Exhibit 2 at 19:4-10; Exhibit 5, Watson EUO at 17:14-18, 21:2-13.

The declarations page of the MetLife Policy lists the Mountaineer as a covered vehicle and Watson as an included driver. Exhibit 3 at Bate No. 2.



And the address listed on the declarations page is the apartment Hyatt, Watson, and Myers shared.

### III. Myers assigned his rights to the Hospitals, and they brought suit against the Insurers.

On May 25, 2017, our Supreme Court decided Covenant Medical Center v State Farm Mut Auto Ins Co, 500 Mich 191; 895 NW2d 490 (2017), drastically changing the no-fault landscape. Covenant held that healthcare providers do not have direct statutory claims against no-fault insurers under the no-fault act. But Covenant does not leave healthcare providers without a remedy. Covenant expressly recognizes that healthcare providers can sue no-fault insurers as assignees of the patients or under other legal theories. Indeed, it expressly provides: "[O]ur conclusion today is not intended to alter an insured's ability to assign his or her right to past or presently due benefits to a healthcare provider." Id. at 217 n 40.

Myers did just that here. He assigned to the Hospitals all of his rights, benefits, and causes of action in connection with the Hospitals' charges. **Exhibit 6**.<sup>2</sup> The assignments provide:

#### **ASSIGNMENT OF BENEFITS**

#### I agree:

- To pay all expenses including, but not limited to, court costs and actual attorney fees incurred by Mary
  Free Bed Rehabilitation Hospital (MFB) in collecting this account.
- To assign MFB in collecting this account.
- To assign MFB any right or cause of action that I may have against any third person to collect and recover for the expense of this account.
- To release any billing information for payment of account by any insurance company or employer. I
  authorize any insurance companies to pay directly to MFB liability and/or medical insurance proceeds for
  all services and supplies rendered by MFB for this admission.
- That I am financially responsible to MFB for all services and supplies not covered by the liability and/or medical coverage insurance.

<sup>&</sup>lt;sup>2</sup> These assignments are also attached to the complaint as Exhibit B.

#### **ASSIGNMENT**

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file sult or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act an my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and oeductibles required by any insurance plan:
- I also assign to Spectrum Health, and agree that I walve, any dind all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

Based on *Covenant* and the assignments, the Hospitals sued the Insurers on August 15, 2017, in this Court. In violation of his assignments, on August 15, 2017, Myers also sued the Insurers to recover the Hospitals' charges in Wayne County. See *Myers v Metropolitan Group Property & Cas Ins Co, et al* (Case No. 17-012213-NF). Because both cases involve the Insurers' denial of coverage for the Hospitals' charges, the Insurers are defendants in both actions.

IV. MetLife attempted to transfer this case to Wayne County and, after its unsuccessful attempt, repeatedly moved this Court for summary disposition.

On October 26, 2017, MetLife moved this Court to transfer venue to Wayne County. This Court denied that motion on December 14, 2017. Both this case and Myers' case have run in parallel.

On February 22, 2018, MetLife filed its first motion for summary disposition in this case on the basis of *Covenant* under MCR 2.116(C)(8) and (C)(10). On April 20, 2018, this Court denied that motion and a similar motion made by State Farm.

On May 23, 2018, the parties stipulated to extend discovery until August 27, 2018. Yet, on June 14, 2018, MetLife filed a second motion for summary disposition under

MCR 2.116(C)(10) (the "second motion"). There, it argued that Myers was excluded from coverage under MCL 500.3113(b) as an uninsured owner and that the MetLife policy issued to Hyatt was void because Hyatt had concealed the fact that Myers was a co-owner of the Mountaineer. That motion was noticed for hearing August 17, 2018.

On July 20, 2018, the Wayne County court granted MetLife's motion for summary disposition against Myers and dismissed his claims against the Insurers. MetLife now seeks to enforce that order against the Hospitals here, effectively asking this Court to reconsider its earlier order and transfer the disposition of this case to the Wayne County court. Accordingly, on July 26. 2018—rather than amend its pending motion—MetLife filed a third motion for summary disposition, this time requesting summary disposition under MCR 2.116(C)(7) (the "third motion"). In its most recent motion, MetLife argues that this case is res judicata or collaterally estopped by the Wayne County order. That motion was also noticed for hearing on August 17, 2018.

Because discovery was still open until August 28, 2018, this Court adjourned MetLife's motions for summary disposition. In the intervening period, the Hospitals deposed Hyatt, Watson, and Myers through which the Hospitals discovered the crucial fact that Watson and Myers were residing with Hyatt, such that Watson maintained coverage for the Mountaineer under the MetLife Policy.

### Standards of Review

A party may support a motion under MCR 2.116(C)(7) by affidavits, depositions, admissions, or other documentary evidence. If such material is submitted, it must be considered. MCR 2.116(G)(5). But the substance or content of the supporting proofs must be admissible in evidence. The contents of the complaint are accepted as true unless contradicted

by documentation submitted by the movant. *Maiden v Rozwood*, 461 Mich 109, 119; 597 NW2d 817 (1999).

A motion under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. In evaluating a motion for summary disposition brought under this subsection, a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion. Only where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law. *Maiden*. 461 Mich at 120.

Further, under MCR 2.116(I)(2), summary disposition is properly granted to the non-moving party if it appears to the court that the non-moving party, rather than the moving party, is entitled to judgment. Sharper Image Corp v Dep't of Treasury, 216 Mich App 698, 701; 550 NW2d 596 (1996).

### **Argument**

I. This Court should deny MetLife's third motion for summary disposition because neither res judicata nor collateral estoppel from Myers' case applies here.

In its third motion, MetLife asks this Court to dismiss the Hospitals' case in this Court on the basis of the Wayne County court's order in Myers' case. Never mind that the Insurers knew about the assignment, attempted unsuccessfully to transfer venue to Wayne County, and then proceeded in Myers' case anyhow. MetLife now contends that the doctrines of res judicata or collateral estoppel bar the Hospitals' case under MCR 2.116(C)(7).

Under either doctrine, MetLife's third motion fails for the same reasons.

A. Because of the assignments, the Hospitals are not the "same parties" as Myers or his privies.

To be entitled to res judicata or collateral estoppel, MetLife must establish that the Hospitals are the same parties as Myers or his privies. *Duncan v Michigan*, 300 Mich App 176,

194; 832 NW2d 761, 771 (2013) (res judicata: requiring that "both actions involved the same parties or those in privity with the parties"); *Monat v State Farm Ins Co*, 469 Mich 679, 682–683; 677 NW2d 843 (2004) (collateral estoppel: requiring that "the same parties must have had a full [and fair] opportunity to litigate the issue") (citation omitted).

The core of MetLife's argument is its claim that "a provider of medical services seeking PIP benefits pursuant to an assignment of rights by a party injured in an automobile accident is [an] assignee that 'stands in the shoes of the assignor and acquires the same rights as the assignor possessed." MetLife 3d Br at 9, citing *Profl Rehab Assoc v State Farm Mut Auto Ins Co*, 228 Mich App 167, 177; 577 NW2d 909 (1998). But that proposition has nothing to do with res judicata or collateral estoppel because, at the time Myers assigned his rights, he had not even filed—let alone lost—his Wayne County case. Accordingly, the Wayne County order has no bearing on what Myers assigned to the Hospitals.

Perhaps more importantly, Myers had no right to bring a claim in Wayne County to recover the Hospitals charges because he had already assigned his right to do so to the Hospitals. Thus, by the time of the Wayne County lawsuit, the claims against the Insurers for the Hospitals' charges belonged to the Hospitals. See Exhibit 6. "An assignment is defined as '[a] transfer or making over to another of the whole of any property, real or personal, in possession or in action, or of any estate or right therein.' Black's Law Dictionary (4th ed), p. 153." Weston v Dowty, 163 Mich App 238, 242; 414 NW2d 165 (1987). Here, that property was a right to pursue the Insurers for the Hospitals' charges. Thus, Myers had no legal ability to bring a claim for the Hospitals' charges in Wayne County.

Ironically, MetLife's citation to *Profl Rehab* supports this conclusion. As the Court of Appeals explained in *Middleditch v Irish American Club*, unpublished opinion per curiam of the Court of Appeals, issued October 2, 2000 (Docket No. 212406), **Exhibit 7**:

As the assignee of the settlement agreement from the club's insurer, defendant acquired the same rights that the insurer possessed. [Profl Rehab, 228 Mich App at 177.] Defendant merely sought to enforce the terms of the agreement in which plaintiff assigned away any claims that she had against defendant. Because plaintiff assigned away all her claims against defendant, her judgment against him was unenforceable because the claim was no longer hers to pursue. [Id. at \*3 (emphasis added).<sup>3</sup>]

MetLife further contends that *TBCI*, *PC v State Farm Mut Auto Ins Co*, 289 Mich App 39, 44: 795 NW2d 229 (2010), supports its conclusion because it provides that a healthcare provider stands in the shoes of an injured person. However, *TBCI*—which was decided long before *Covenant*—did not involve an assignment. So the proposition for which MetLife cites it is inapposite. In the pre-*Covenant* landscape, where insurers had direct causes of action, there may have been conflicts like this in which the injured person settled his or her claims, thereby precluding a provider from pursuing the same claim that it shared with the injured person. But in the post-*Covenant* landscape, when a provider has received an assignment, the injured person cannot extinguish rights he or she assigned away.

To the extent that MetLife believes that the Hospitals are privies of Myers, that belief fails to recognize that "[a] privy is one who, after rendition of the judgment, has acquired an interest in the subject matter affected by the judgment through or under one of the parties . . ." Howell v Vito's Trucking & Excavating Co, 386 Mich 37, 43; 191 NW2d 313 (1971) (emphasis added). Myers assigned his claims to the Hospitals long before the entry of the Wayne County

<sup>&</sup>lt;sup>3</sup> Pursuant to MCR 7.215(C)(1), the Hospitals cite *Middleditch* because it addresses the central issue of MetLife's claim by citing the case upon which MetLife relies.

judgment. Because "the Supreme Court's definition of a 'privy' . . . requires that the interest be obtained after rendition of the judgment," the Hospitals are not privies of Myers. *Rohe Sci Corp* v Nat'l Bank of Detroit, 133 Mich App 462, 467; 350 NW2d 280 (1984).

For these reasons, the Hospitals are neither the same parties as Myers, nor his privies. To the contrary, the Hospitals own the rights that Myers purported to litigate. And the insurers knew that all along. The subsequent disposition of Myers' separate lawsuit on his other claims has no res judicata or collateral estoppel effect on claims that he transferred to the Hospitals long before.

B. Because the Insurers were aware of Myers' assignment of rights to the Hospitals, they have unclean hands and should not be afforded the equitable relief they seek.

Because the Insurers knew about the assignments, they could have easily moved for summary disposition in Myers' case under MCR 2.116(C)(7), which allows for dismissal "because of . . . assignment or other disposition of the claim before commencement of the action." Emphasis added. Instead, they allowed the case to proceed in Wayne County. The Insurers' actions demonstrate that they were hoping to adjudicate the Hospitals' rights in a forum that was more favorable to them. When that failed, they simply proceeded against Myers in that forum, knowing that he had assigned his rights to the Hospitals, but hoping they could use a judgment in that case to collaterally attack the Hospitals' claims here. That is what MetLife's third motion for summary disposition attempts to accomplish, using the very mechanism it could have and should have used against Myers in Wayne County: MCR 2.116(C)(7).

MetLife's actions provide an alternative basis for this Court to deny MetLife's motion: unclean hands. Res judicata and collateral estoppel are equitable doctrines. See *Sylvan Twp v City of Chelsea*, 313 Mich App 305, 316; 882 NW2d 545 (2015). As our Supreme Court explained long ago:

'Broadly speaking the sound discretion of the court is the controlling guide of judicial action in every phase of a suit in equity. So the granting of equitable relief is ordinarily a matter of grace, and whether a court of equity will exercise its jurisdiction, and the propriety of affording equitable relief, rests in the sound discretion of the court, to be exercised according to the circumstances and exigencies of each particular case. Of course, this discretion is not an arbitrary one, but must be exercised in accordance with the fixed principles and precedents of equity jurisprudence, and in accordance with the evidence.' [Youngs v West, 317 Mich 538, 545; 27 NW2d 88 (1947) (citation omitted, emphasis added).]

In applying equitable principles, courts generally will not exercise equity where the party seeking it has unclean hands. "The misconduct which will move a court of equity to deny relief must bear a more or less direct relation to the transaction concerning which complaint is made." *McKeighan v Citizens Commercial & Sav Bank of Flint*, 302 Mich 666, 671; 5 NW2d 524 (1942). In light of the Insurers' knowledge of the assignments and the apparent gamesmanship of allowing Myers to proceed on a claim that the Insurers knew Myers had assigned away, they come to this court with unclean hands. Therefore, even if MetLife could demonstrate that the Hospitals were the same parties as Myers or his privies, this Court should exercise its discretion and decline to provide MetLife the equitable relief it seeks.

## II. This Court should deny MetLife's second motion for summary disposition because the uninsured owner exclusion does not apply.

In substance, MetLife's second motion is premised on its argument—accepted in Wayne County—that Myers is excluded from no-fault coverage under MCL 500.3113(b). MCL 500.3113(b), the uninsured owner exclusion, provides:

A person is not entitled to be paid personal protection insurance benefits for accidental bodily injury if at the time of the accident any of the following circumstances existed: (b) The person was the owner or registrant of a motor vehicle.. . involved in the accident with respect to which the security required by section 3101... was not in effect.

MCL 500.3101(1) mandates: "The owner or registrant of a motor vehicle required to be registered in this state shall maintain security for payment of benefits under personal protection insurance, property protection insurance, and residual liability insurance." But MCL 500.3101(3) further explains: "Security required by subsection (1) may be provided under a policy issued by an authorized insurer that affords insurance for the payment of benefits described in subsection (1). A policy of insurance represented or sold as providing security is considered to provide insurance for the payment of the benefits."

A. Watson maintained coverage on the Mountaineer under the MetLife Policy as a relative residing with Hyatt.

Because the no-fault act does not define the word "maintain," a dictionary supplies its meaning. *The American Heritage College Dictionary* (4th ed.) defines "maintain" as "To keep in existence; sustain" or "To keep up or carry on; continue." Here, through the MetLife Policy, Watson "maintained" coverage.

The MetLife Policy provides coverage as follows:

### **COVERAGE PROVIDED**

We will pay damages for **bodily injury** and **property damage** to others for which the law holds an **insured** responsible because of an accident which results from the ownership, maintenance or use of a **covered automobile**, a **non-owned automobile** or a **trailer** while being used with a **covered automobile** or **non-owned automobile**. We will defend the **insured**, at **our** expense with attorneys of **our** choice, against any suit or claim seeking these damages. We may investigate, negotiate or settle any such suit or claim.

Exhibit 3 at Bate No. 8. The definition of "insured" includes "any relative." Similarly, under the "Michigan Personal Injury Protection endorsement" (the "PIP Endorsement") the MetLife Policy provides:

We will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each **eligible injured person** or his **dependent survivors**, Personal Protection Benefits consisting of

- a. allowable expenses;
- b. work loss; and
- c. survivors' loss;

as a result of **bodily injury** caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a **motor vehicle** as a **motor vehicle**.

Id. at 31. And like "insured" in the general provision, "eligible injured person" in the PIP Endorsement includes any "relative." Id. Under both the general provisions and the PIP Endorsement, the definition of "relative" is "a person related to you by blood . . . and who resides in your household."

The MetLife Policy does not define "reside," but a representative definition is "To live in a place permanently or for a long period." *The American Heritage College Dictionary* (4th ed.). In the no-fault context, our Supreme Court has explained that "resident" has "no absolute meaning," but "must be viewed flexibly, 'only within the context of the numerous factual settings possible." *Workman v Detroit Auto Inter-Ins Exch*, 404 Mich 477, 495-496; 274 NW2d 373 (1979) (citation omitted). The Court of Appeals has considered the following indicia in evaluating where someone resides:

whether the claimant continues to use [the] home as his mailing address, whether he maintains some possessions [there], whether he uses [the] address on his driver's license or other documents, [and] whether a room is maintained for the claimant at the . . . home . . . [Tienda v Integon Natl Ins Co, 300 Mich App 605, 616; 834 NW2d 908 (2013), citing Dairyland Ins Co v Auto-Owners Ins Co, 123 Mich App 675, 382; 333 NW2d 322 (1983).]

The Supreme Court has also explained that a person can have more than one residence. *Grange Ins Co of Mich v Lawrence*, 494 Mich 475, 494; 835 NW2d 363 (2013).

Here, Watson used the apartment address for her mail; she maintained possessions there; she used the apartment address on her driver's license; and she, Myers, and Sage had a

dedicated room at the apartment. **Exhibit 2** at 27:13-22, 23:20-24. Watson considered the apartment here "home base." *Id.* at 27:10-12; see also **Exhibit 4** at 16:23-17:4. Watson resided with Hyatt at the apartment.

Accordingly, she was a resident relative of Hyatt under the MetLife Policy, and, through her actions, Watson maintained coverage for the Mountaineer at the time of the accident.<sup>4</sup> As the Court of Appeals explained in *Iqbal v Bristol W Ins Group*, 278 Mich App 31, 39-40; 748 NW2d 574 (2008) (footnote omitted):

[MCL 500.]3113(b), when read in proper grammatical context, defines or modifies the preceding reference to the motor vehicle involved in the accident . . . and not the person standing in the shoes of an owner or registrant. The statutory language links the required security or insurance solely to the vehicle. Thus, the question becomes whether the [vehicle], and not [the owner operating the vehicle], had the coverage or security required by MCL 500.3101. As indicated above, the coverage mandated by MCL 500.3101(1) consists of "personal protection insurance, property protection insurance, and residual liability insurance." While [the owner operating the vehicle] did not obtain this coverage, there is no dispute that the [vehicle] had the coverage, and that is the only requirement under MCL 500.3113(b), making it irrelevant [which owner] . . . procured the vehicle's coverage . . . Stated differently, the security required by MCL 500.3101(1) was in effect for purposes of MCL 500.3113(b) as it related to the [vehicle.]

Iqbal's analysis applies to this case: "While [Myers] did not obtain th[e] coverage, there is no dispute that the [Mountaineer] had the coverage, and that is the only requirement under MCL 500.3113(b)." Therefore, the uninsured owner exclusion does not apply to Myers. MetLife is liable for the Hospitals' charges.

<sup>&</sup>lt;sup>4</sup> Alternatively, Watson and Myers "maintained" coverage by paying premiums to MetLife via Hyatt for the express purpose of keeping the Mountaineer insured. See Exhibit 2 at 19:4-10; Exhibit 5 at 17:14-18. In so doing, Watson and Myers also "ke[pt] in existence" the required insurance coverage.

- B. Iqbal, not Barnes, controls the application of the uninsured owner exception here.
  - 1. Barnes does not apply because Watson, as an owner of the vehicle and like the brother in Iqbal, maintained coverage on the Mountaineer.

MetLife ignores the foregoing evidence of coverage, including the language of its own policy, and instead heavily on *Barnes* to argue that because Hyatt was the only "named insured" on the MetLife Policy, she was required to have owned the Mountaineer. That is, MetLife argues that the no-fault act requires a vehicle owner to maintain a policy *in their own name*. But that interpretation reads language into the no-fault act that is not there. Our rules of statutory construction prohibit such an interpretation. *See Jesperson v Auto Club Ins Ass'n*, 499 Mich 29, 34; 878 NW2d 799 (2016).

In *Barnes*, the plaintiff was injured while driving a 2004 Chevrolet Cavalier. 308 Mich App at 2. At the time, the plaintiff and her mother, Joyce Burton, lived together and were the only owners of the Cavalier. *Id.* Initially, Burton insured the vehicle, but she let the policy lapse when she could no longer drive. *Id.* at 3. After that, Burton asked a friend, Richard Huling, to use the Cavalier to drive Burton to and from church. *Id.* Burton gave money to Huling so that he could obtain insurance, and Huling purchased a no-fault policy in his name from State Farm. *Id.* At the time of the plaintiff's accident, it was undisputed that, other than Huling, no one else insured the vehicle. *Id.* 

After the accident, the plaintiff filed for PIP benefits under Huling's policy, but State Farm denied the claim. *Id.* The plaintiff sued and the Michigan Assigned Claims Facility assigned the claim to Farmers Insurance Exchange ("Farmers"). *Id.* 

State Farm moved for summary disposition, arguing that the plaintiff was not a named insured on Huling's policy and therefore could not recover PIP benefits under it. *Id*.

When the plaintiff failed to oppose the motion, the trial court granted it and dismissed State Farm from the case. *Id.* None of the parties appealed that order. *Id.* 

Farmers subsequently moved for summary disposition, arguing that because neither owner of the Cavalier obtained an insurance policy, MCL 500.3113(b) precluded the plaintiff from recovering PIP benefits. *Id.* Farmers relied on the trial court's dismissal of State Farm to support its argument that Huling was not an "owner" of the Cavalier for purposes of the no-fault act, and, therefore, none of the owners of the Cavalier had a no-fault policy as required under MCL 500.3101(1). *Id.* Accordingly, the plaintiff was an owner of an uninsured vehicle and was ineligible for PIP benefits under MCL 500.3113(b). *Id.* 

The trial court granted Farmers' motion, holding that the no-fault act required at least one of the owners to insure the vehicle, and because neither the plaintiff nor Burton had an insurance policy, the plaintiff was ineligible for PIP benefits. *Id.* at 5.

On appeal, the plaintiff argued that Huling had insurance on the vehicle and she was not precluded from recovering PIP benefits under his policy. *Barnes* first noted that MCL 500.3101(1) requires "the 'owner or registrant of a motor vehicle' to maintain 'personal protection insurance [PIP], property protection insurance, and residual health liability insurance." 308 Mich App at 6. But the court inexplicably omitted "maintain" from its statutory quotation. It then stated that the issue before the court was "whether MCL 500.3113(b) bars plaintiff's receipt of PIP benefits." *Id*.

The plaintiff relied on *Iqbal* "for the proposition that she can recover as an owner as long as anyone had insurance on the vehicle." *Barnes*, 308 Mich at 6. *Barnes* rejected that argument:

*Iqbal* should not be read so broadly as to apply to even nonowners. The [*Iqbal*] Court made it clear that it was addressing the problem

of whether the statute required 'each and every owner' to maintain insurance on a vehicle. The Court opined that to so hold would preclude an owner who obtained insurance from receiving PIP benefits as long as any other co-owner did not maintain coverage as well.

\* \* \*

Therefore, while *Iqbal* held that each and every owner need not obtain insurance, it did not allow for owners to avoid the consequences of MCL 500.3113(b) if no owner obtained the required insurance. Thus, under the plain language of MCL 500.3113(b), when none of the owners maintains the requisite coverage, no owner may recover PIP benefits. [*Barnes*, 308 Mich App at 8–9 (citations omitted).]

Without conducting an independent analysis of the statutory text, *Barnes* concluded that because Huling, who was not an owner, was the only party that insured the Cavalier, the plaintiff was precluded from recovering PIP benefits under MCL 500.3113(b). *Id.* at 9.

But *Barnes* does not—as MetLife suggests—anywhere state that a vehicle owner satisfies MCL 500.3101(1) only if the owner has a no-fault policy on the involved vehicle "in the owner's name" or "as a named insured." Indeed, *Barnes* does not define the word "maintain" at all. *Barnes* merely held that, on the facts of that case, the involved vehicle's owner did not satisfy MCL 500.3101(1). Here, as provided by the language of the MetLife Policy. Watson—an owner of the Mountaineer—maintained coverage on that vehicle. Accordingly, *Iqbal*, not *Barnes*, controls this case.

Additionally, *Barnes* is distinguishable. In *Barnes*, there was no evidence that the non-owner's policy was intended to benefit the vehicle owner. *Barnes* noted that State Farm's motion for summary disposition was granted because the policy "only covered the named insured... and was never intended to benefit plaintiff [the owner of the involved vehicle]." *Id* at

3-4. In contrast, MetLife policy was intended to benefit Watson.<sup>5</sup> Hyatt explicitly informed MetLife of that fact, which is why MetLife charged a higher premium.

### 2. The Supreme Court is currently reconsidering Barnes.

On December 27, 2017, the Supreme Court granted leave in *Dye v Esurance*, unpublished opinion per curiam of the Court of Appeals, issued April 4, 2017 (Docket No. 330308), to reconsider *Barnes*. **Exhibit 8**, *Dye* Opinion. This Court ordered the parties to address:

[W]hether an owner or registrant of a motor vehicle involved in an accident may be entitled to personal protection insurance benefits for accidental bodily injury where no owner or registrant of the motor vehicle maintains security for payment of benefits under personal protection insurance. See MCL 500.3101(1); MCL 500.3113(b); Barnes. [Exhibit 8, Dye Grant Order.]

Because the Supreme Court reverses opinions in the majority of cases it grants, it is likely that *Barnes* will be modified or overruled.

Accordingly, MetLife's reliance on Barnes—even if applied here—would be dubious.

### III. MetLife's concealment claim against Hyatt has no impact on the Hospitals' claims.

Finally, MetLife argues that Myers is not entitled to no-fault benefits because the MetLife policy is void ab initio as a result of Hyatt's failure to list Myers as a driver. Here, it cites 21st Century Premier Ins Co v Zufelt, 315 Mich App 437, 445; 889 NW2d 759 (2016), which provides:

The plain terms of the contract did not require a finding of fraud or intentional misstatement, but rather allowed plaintiff to rescind the contract based on a false statement, misstatement of a material fact,

<sup>&</sup>lt;sup>5</sup> For this reason, Watson also maintained coverage for the Mountaineer under MCL 500.3101(3), which provides: "Security required by subsection (1) may be provided under a policy issued by an authorized insurer that affords insurance for the payment of benefits described in subsection (1). A policy of insurance represented or sold as providing security is considered to provide insurance for the payment of the benefits." The facts of this case demonstrate that the MetLife Policy was represented and sold as providing security for the Mountaineer.

or a failure to disclose. Indeed, it is well settled that an insurer is entitled to rescind a policy ab initio on the basis of a material misrepresentation made in an application for no-fault insurance.

In arguing that Hyatt made "a false statement, misstatement of a material fact, or a failure to disclose," MetLife contends:

In the present case, it is undisputed that Myers was not identified by Ms. Hyatt as a title owner of the Mountaineer at the time Ms. Hyatt added the vehicle to the subject insurance policy. Likewise, Myers was not identified by Ms. Hyatt as a primary driver of the Mountaineer at the time Mr. Hyatt added the vehicle to the subject insurance policy. Consequently Myers is not identified on Metropolitan's policy. [MetLife 2d Br at 12 (citations omitted).]

In addition to being factually incorrect because Watson—not Myers—was the primary driver of the Mountaineer, **Exhibit 2** at 31:2-3, the only basis in contract that MetLife cites is the declarations page of its policy. **Exhibit 3**. But that page nowhere demonstrates any contractual obligation of Hyatt to list Myers. Moreover, it correctly lists that the Mountaineer was Watson's vehicle. Accordingly, MetLife has forwarded no support for its argument. To the contrary, it just pours out pages of boilerplate caselaw that do not apply here.

Moreover, just last month the Supreme Court ruled that where an innocent third party hangs in the balance—as Myers and the Hospitals do here—a court must balance the equities in considering rescission.

When a plaintiff is seeking rescission. "the trial court must balance the equities to determine whether the plaintiff is entitled to the relief he or she seeks." Johnson v QFD, Inc, 292 Mich App 359, 370 n 3; 807 NW2d 719 (2011). Accordingly, courts are not required to grant rescission in all cases. For example, "rescission should not be granted in cases where the result thus obtained would be unjust or inequitable," [Amster v Stratton, 259 Mich 683, 686; 244 NW 201 (1932)], or "where the circumstances of the challenged transaction make rescission infeasible," CJS, § 11, p. 507. Moreover, when two equally innocent parties are affected, the court is "required, in the exercise of [its] equitable powers, to determine which blameless party should assume the loss . . . ." [Lenawee Co Bd of Health v Messerly, 417 Mich 17, 31; 331]

NW2d 203 (1982).] "[W]here one of two innocent parties must suffer by the wrongful act . . . of another, that one must suffer the loss through whose act or neglect such third party was enabled to commit the wrong." Zucker v Karpeles, 88 Mich 413, 430; 50 NW 373 (1891). "The doctrine is an equitable one, and extends no further than is necessary to protect the innocent party in whose favor it is invoked." Id. [Bazzi v Sentinel Ins Co, Mich, 2018 WL 3468087, at \*10 (Mich, July 18, 2018).]

Thus, even if MetLife had demonstrated concealment by Hyatt, its policy is not void ab initio. This Court must weigh the equities, and here, where the Mountaineer was listed. where Watson was listed, where Myers paid premiums via Hyatt, because Myers and the Hospitals reasonably expected coverage, and, perhaps most importantly, because MetLife has never returned the premiums it collected under the MetLife Policy, the equities favor the Hospitals and Myers. See Exhibit 4 at 24:9-11 ("At any point after the accident did MetLife refund any of those premiums you paid on that Mountaineer? No.").

### **Conclusion**

For these reasons, this Court should deny both of MetLife's motions for summarv disposition, and, instead, enter summary disposition in favor of the Hospitals under MCR 2.116(I)(2).

Dated: August 31, 2018

MILLER JOHNSON Attorneys for Plaintiffs

mas S. Baker (P55589)

Patrick M. Jaicomo (P75705)

Business Address

45 Ottawa Avenue SW

Suite 1100

Grand Rapids, MI 49503

Telephone: (616) 831-1700

# EXHIBIT 1

### In the Matter Of:

MECOSTA CTY. MED. CENTER, ET AL vs METRO GROUP PROPERTY & CASUALTY INS CO, ET AL **JACOB MYERS** 

August 27, 2018

Prepared for you by



Bingham Farms/Southfield • Grand Rapids Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

MYERS, JACOB 08/27/2018

Pages 1-4

	WITNESS, DATE	Page 1	1	CHIOMA NWACHUKWU		Page
1	STATE OF MICHIGAN		2	Hewson & Van Hellemont, PC		
2	IN THE CIRCUIT COURT FOR THE COUNTY OF KENT		3	25900 Greenfield Road		
3			4	Suite 650		
4	MECOSTA COUNTY MEDICAL CENTER,		5	Oak Park, Michigan 48237		
5	d/b/a SPECTRUM HEALTH BIG RAPIDS,		6	(248) 968-5200		
6	SPECTRUM HEALTH PRIMARY CARE		7	Cnwachukwu@vanhewpc.com		
7	PARTNERS, d/b/a SPECTRUM HEALTH		8	Appearing on behalf of the Defendant Sta	ate Farm.	
8	MEDICAL GROUP; MARY FREE BED		9			
9	REHABILITATION HOSPITAL; and MARY		10			
LO	FREE BED MEDICAL GROUP,		11			
.1	Plaintiffs,		12			
.2	vs. Case No. 17-07407-NF					
. 3	Hon. DENNIS B. LIEBER		13			
. 4	METROPOLITAN GROUP PROPERTY		14			
.5	AND CASUALTY INSURANCE COMPANY;		15			
6	and STATE FARM MUTUAL AUTOMOBILE		16			
7	INSURANCE COMPANY,		17			
8	Defendants.	:	18			
9		1	19			
0	The Deposition of JACOB MYERS,	1	20			
1	Taken at 300 North Main Street,	:	21			
2	Mt. Pleasant, Michigan,	:	22			
3	Commencing at 1:40 p.m.,	:	23			
4	Monday, August 27, 2018,	:	24			
5	Before Rebecca A. Sandborn, CSR-6107.	1	25			
		Daga 2				Dage
1	APPEARANCES:	Page 2	1	TABLE OF CONTENTS		Page
	APPEARANCES:	Page 2	1 2	TABLE OF CONTENTS		Page
2	APPEARANCES: RYAN P. DUFFY	Page 2		TABLE OF CONTENTS	Page	Page
2		Page 2	2		Page	Page
2 3 4	RYAN P. DUFFY	Page 2	2	Witness	Page	Page
2 3 4 5	RYAN P. DUFFY Miller Johnson	Page 2	2 3 4	Witness	Page 5	Page
2 3 4 5	RYAN P. DUFFY Miller Johnson 45 Ottawa SW	Page 2	2 3 4 5	Witness JACOB MYERS		Page
2 3 4 5 6	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100	Page 2	2 3 4 5	Witness JACOB MYERS EXAMINATION BY MR. DUFFY	5	Page
2 3 4 5 6 7	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700	Page 2	2 3 4 5 6 7	Witness JACOB MYERS EXAMINATION BY MR. DUFFY	5	Pag
2 3 4 5 6 7 8	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com		2 3 4 5 6 7 8	Witness JACOB MYERS EXAMINATION BY MR. DUFFY	5	Pag
2 3 4 5 6 7 8 9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700	-	2 3 4 5 6 7 8 9	Witness JACOB MYERS EXAMINATION BY MR. DUFFY	5	Pag
2 3 4 5 6 7 8 9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com Appearing on behalf of the Plaintiffs.	:	2 3 4 5 6 7 8 9	Witness  JACOB MYERS  EXAMINATION BY MR. DUFFY  EXAMINATION BY MR. ROSSI	5	Pag
2 3 4 5 6 7 8 9 0 1	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com Appearing on behalf of the Plaintiffs. CHRISDON F. ROSSI	:	2 3 4 5 6 7 8 9 10 11	Witness JACOB MYERS EXAMINATION BY MR. DUFFY	5	Page
2 3 4 5 6 7 8 9 0 1 2	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC	:	2 3 4 5 6 7 8 9 10 11 12	Witness  JACOB MYERS  EXAMINATION BY MR. DUFFY  EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pag
2 3 4 5 6 7 8 9 0 1 2 3 4	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue		2 3 4 5 6 7 8 9 10 11 12 13	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5	Page
2 3 4 5 6 7 8 9 0 1 2 3 4 5	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306		2 3 4 5 6 7 8 9 10 11 12 13 14	Witness  JACOB MYERS  EXAMINATION BY MR. DUFFY  EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Page
2 3 4 5 6 7 8 9 0 1 2 3 4 5 6	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pag
2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pag
2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Page
2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pag
2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6 .7 .8 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pag
2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6 .7 .8 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Pagi
2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6 .7 .8 .9 .0 .1	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Page
2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6 .7 .8 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Page
	RYAN P. DUFFY Miller Johnson 45 Ottawa SW Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com    Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Witness JACOB MYERS  EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI  EXHIBITS	5 25	Page

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

MYERS, JACOB 08/27/2018

Pages 5–8

08/2	21/2	018			Pages 5–8
1	3.0	Page 5			Page 7
1		Pleasant, Michigan	1	Α.	Call me Jake.
2		day, August 27, 2018	2	Q.	Jake. All right. Jake, what is your highest level of education?
3	1.40	0 p.m.	3	7	Graduated high school, so 12th.
5		JACOB MYERS,	5	<b>A.</b> Q.	And are you currently employed?
6		was thereupon called as a witness herein, and after	6	ℚ. A.	Nope.
7		having first been duly sworn to testify to the truth,	7	Q.	When was your last employment?
8		the whole truth and nothing but the truth, was	8	у. А.	August 15th of 2016, the day of my wreck.
9		examined and testified as follows:	9	Q.	You haven't worked since the accident?
10		EXAMINATION	10	χ. A.	No.
11	BY N	MR. DUFFY:	11	Q.	Is that due to your injuries you sustained?
12	0.	Good afternoon, Jacob. I know I've introduced myself	12	Α.	Yep. Nobody will hire me due to my injuries.
13	χ.	but I'm Ryan Duffy. I represent Spectrum Health and	13	0.	Gotcha. We'll talk briefly about your injuries here
14		Mary Free Bed and my client has brought a lawsuit	14	χ.	in a bit.
15		against MetLife and State Farm for some unpaid bills	15		On the day of the accident you were
16		related to treatment that you received at those	16		employed, right?
17		facilities for injuries you sustained in an	17	A.	Correct.
18		August 2016 accident.	18	Q.	And you worked for?
19	A.	Uh-huh.	19	A.	Bill Irwin.
20	Q.	Okay? I know you've had your deposition taken before	20	Q.	You worked on Bill Irwin's farm?
21	~	but you said it's been a little while so I'm going to	21	A.	Yes, sir.
22		go over a few	22	Q.	What were you doing on Bill Irwin's farm?
23	A.	Couple months.	23	A.	Crop farming.
24	Q.	for lack of a better term, just some ground rules.	24	Q.	So how long had you walked at Irwin Farms?
25		Most of them are for the court reporter's sake. So	25	A.	Prior to the accident or just off and on in general?
		Page 6			Page 8
1		I'm going to ask you questions and we're going to need	1	Q.	Let's start with in general.
2		verbal answers, okay?	2	A.	In general I had been there almost six years up to the
3	A.	Okay.	3		accident.
4	Q.	I know everybody has a tendency to kind of nod their	4	Q.	Was that seasonal-type work when he needed help?
5		head, shrug their shoulders. The court reporter can't	5	A.	Yes, it was from the break of spring to first snow
6		interpret that.	6		fly.
7	A.	Right.	7	Q.	So pretty much during the planting and the harvesting
8	Q.	If I prompt you for a clear answer, I'm not giving you	8		season?
9		a hard time, okay?	9	A.	Yes.
10	A.	All right.	10	Q.	Was that true in 2016?
11	Q.	Also, I'm not here to trick you or make you answer one	11	A.	Yes.
12		way or the other. So if you don't understand $\mathfrak{m} y$	12	Q.	Do you recall what month you started working for Mr.
13		question, can you let me know that?	13		Irwin?
14	A.	I can.	14	A.	Oh, shoot, had to have been April, beginning of
15	Q.	Because if you don't, I'm going to assume you	15		May-ish, somewhere right in there.
16		understood it and answered appropriately, okay?	16	Q.	So prior to June?
17	A.	Right.	17	A.	Uh-huh.
18	Q.	If at any time you need a break, I'm happy to give you	18	Q.	Is that yes?
19		a break. The only catch to that is if I have a	19	A.	Yes.
20		question out there, you just finish answering that	20	Q.	Did you start working for Mr. Irwin when you still
21		last question and we can take a break, okay?	21	_	lived with Jo Ann Hyatt?
22	Α.	All right. Sounds good.	22	Α.	Yes.
23	Q.	So with that can you state your full name?	23	Q.	And then at some point you moved out of Jo Ann
	Α.	Jacob Carl Myers.	24		Hyatt's?
24 25	Q.	Can I call you Jacob?	25	A.	Correct.

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

Pages 9	<del>)</del> –12
---------	------------------

J8/'	27/2	U18			Pages 9–1
1		Page 9	1		Page
1	Q.	And based on the testimony we've gotten thus far and,	1	Q.	And during that time were you guys separated in terms
2		correct me if I'm wrong, it sounds like you moved out	2		of your relationship
3		first and then Morgan moved out after you; is that	3	Α.	No.
4	_	true?	4	Q.	outside of Sage?
5	Α.	Negative.	5	A.	No.
6	Q.	Okay. So	6	Q.	You were still boyfriend and girlfriend
7	A.	We both moved out at the same time.	7	A.	Yes.
8	Q.	And what what month was it that you started the	8	Q.	or together?
9		moving out?	9	A.	As of everybody that was aware we were split because
LO	A.	Had to have been had to have been just before	10		nobody in her family much cares for me so just to sav
.1		August-ish. I'd say if I had to my best answer I	11		the grief from the argument, we called it quits to
.2		can give for that is right at the end of July,	12		everybody else but we weren't.
.3		beginning of August we started moving.	13	Q.	And we're talking that time frame of the summer of
.4	Q.	So according to your recollection you moved out	14		2016?
.5		together?	15	A.	Yes.
6	A.	Yep.	16	Q.	So even when you were living with your parent's while
7	Q.	And you moved out in the summertime of '16?	17	~	you were working long hours for Mr. Irwin you still
.8	Α.	Correct.	18		considered yourself, for lack of a better term,
9	Q.	And, in fact, you think it was shortly before the	19		romantically involved with Morgan?
20	۷.	accident?	20	A.	Yes.
1	A.	Correct.	21	Q.	Now, I want to go back to the purchase of the
12		********	22	Q.	
	Q.	And some of the questions that were being asked and			Mountaineer. Do you recall what month Morgan
3		answered were about the distance between jobs to where	23		purchased that?
24		people were living at the time. So where is Mr.	24	A.	I do not.
15		Irwin's farm in relationship to Ms. Hyatt's location?	25	Q.	Okay. Was it before you started working at the farm?
_	_	Page 10	_		Page
1	Α.	Like distance-wise?	1	A.	Yes.
2	Q.	Yeah. What type of commute did yo have to do to get	2	Q.	Okay.
3		to the farm?	3	A.	If I have now, I think back on it, I think it was
4	A.	About an hour and a half drive daily.	4		the tax season before I left to go back to the farm.
5	Q.	Is that together or one way?	5	Q.	And
6	A.	No, that's just one way.	6	A.	So tax season of '16.
7	Q.	So that was quite a drive?	7	Q.	So Morgan says February/March time frame
8	A.	That was quite a drive. I started staying at my	8	A.	Yeah.
9		parent's house during the week because I was working	9	Q.	if that refreshes your memory, that's about right
0		16-hour days.	10	A.	Yeah.
1	Q.	Sure.	11	Q.	She said initially both of you had taken a policy ou
2	A.	And after a 16-hour shift you don't want to drive an	12	~	with Esurance; do you recall that?
3		hour and a half home at 11:00 at night.	13	A.	Correct, because it was in my name.
.4	Q.	And the reason why you were working at Mr. Irwin's is	14	Q.	The policy was?
	χ.	because you had a history with him?	15	у. А.	Yes.
ל	A.	Well, it's not even that. I could support my family.	16	Q.	And that was on the Mountaineer?
		Sure. So he paid well?	17	ų. <b>Α.</b>	Yes.
6	Λ		18	Q.	And then she said eventually due to jobs and whatnot
6 7	Q. A			Ų.	
6 .7 .8	A.	For the most part, yeah.			just could not afford the premium?
.6 .7 .8		And when you were staying with your parents during the	19	7	Course at
.6 .7 .8 .9	A.	And when you were staying with your parents during the week because you didn't want to do that commit home	20	Α.	Correct.
.6 .7 .8 .9 .9	A.	And when you were staying with your parents during the week because you didn't want to do that commit home after a long day's work was Morgan at Ms. Hyatt's	20 21	<b>A.</b> Q.	And she said as far as she recalled you cancelled the
.6 .7 .8 .9 .9	A.	And when you were staying with your parents during the week because you didn't want to do that commit home	20 21 22	Q.	And she said as far as she recalled you cancelled the policy?
16 17 18 19 20 21 22 23	A.	And when you were staying with your parents during the week because you didn't want to do that commit home after a long day's work was Morgan at Ms. Hyatt's	20 21 22 23		And she said as far as she recalled you cancelled the policy? Yes.
15 16 17 18 19 20 21 22 23 24	<b>A.</b> Q.	And when you were staying with your parents during the week because you didn't want to do that commit home after a long day's work was Morgan at Ms. Hyatt's house	20 21 22	Q.	And she said as far as she recalled you cancelled the policy?

D	10	1 /
Pages	13—	16
I ugos	10	10

08/2	27/2	018			Pages 13–16
1		Page 13 the beginning of June.	1		Page 15 There wasn't no sense in me trying to insure two
2	Q.	Okay.	2		vehicles at one time when I wasn't driving the
3	A.	It had to be in there somewhere.	3		Mountaineer hardly. I mean, yeah, it was my vehicle.
4	0.	It sounds like you insured it through Esurance for two	4		My name was on the title but I didn't drive it that
5	~ -	or three months?	5		often. I had another vehicle. Why would I have to
6	A.	Correct.	6		drive it? My vehicle took a crap so I started driving
7	0.	Did you call Esurance to cancel it or did you do it	7		again. I saw no issue.
8	~	online?	8	Q.	What type of vehicle?
9	A.	Did it online.	9	A.	'86 four-wheel drive, five-speed manual.
10	Q.	Did they send you any type of letter or email	10	Q.	When did it take a crap?
11	A.	No.	11	A.	July 4th.
12	Q.	saying we acknowledge your policy?	12	Q.	So on the 4th of July?
13	A.	No.	13	A.	On my way home from work.
14	Q.	No?	14	Q.	What happened to it?
15		How did you know the policy was cancelled?	15	A.	It blew the clutch blew out of it. I parked it at
16	A.	Well, when you go through the Internet and you go to	16		a buddy's house and my buddy's friends stripped the
17		cancel the policy through their thing it tells you	17		truck on me, so there was no fixing the truck after he
18		right then and there that your insurance policy is	18		was done, so the truck got sold.
19		inactive as of midnight of that night.	19	Q.	Okay. Did they strip it at your request or they did
20	Q.	And so that's what it said on the screen?	20		it outside your knowledge?
21	A.	Yes.	21	A.	They did it outside my knowledge at first until I
22	Q.	And you never had to pay another premium?	22		found out, then I just sold the truck the rest of the
23	A.	No.	23		way to them, and they paid me for all the parts they
24	Q.	Were you paying monthly premiums?	24		stripped off of it, so.
25	A.	I was paying a monthly insurance policy, yes.	25	Q.	It worked out all right?
		Page 14			Page 16
1	Q.	And so you never paid Esurance again after that night?	1	A.	Yep.
2	A.	No.	2	Q.	So you sold that in July sometime?
3	Q.	Never got any letters from Esurance saying you owe us	3	A.	Yeah, I sold that probably the 19th of July, probably
4		money, anything like that?	4		just a week or two after the 4th.
5	A.	No. All my bills were paid up in full before I	5	Q.	And at that time you're working for Mr. Irwin?
6		cancelled and I had Progressive on that car was well.	6	A.	No, I was working I wasn't working for Irwin at
7	Q.	When did you get the Progressive policy?	7		that time.
8	A.	Just before Esurance. I would say probably two months	8	Q.	In July of '16?
9	_	prior to that.	9	A.	In July of '16 I was not working for Irwin at that
10	Q.	So when you first or when Morgan and you first	10		time, we were in downtime.
11		purchased the vehicle, the first policy on it was with	11	Q.	All right.
12	_	Progressive?	12	A.	Job went limp, we weren't working enough to even say I
13	A.	Correct.	13		had a job. It was I'll call you when I need you, so I
14	Q.	And you cancelled that policy?	14	•	had to go find something else at the time.
15	<b>A.</b>	Correct. That policy was ridiculously, way too much.	15	Q.	Is that normal in the farming industry?
16	Q.	And then you went to Esurance?	16	A.	Normally, yes. In the summer after crops are in you
17	<b>A.</b>	Yep.  And then you cancelled that policy?	17   18		get three, four months just piddle around, stupid work.
18 19	Q. <b>A.</b>	Correct.	19	$\circ$	Until harvest?
20		And then	20	Q. <b>A.</b>	Yes.
21	Q. <b>A.</b>	Morgan had her grandma put the Mountaineer on her	21	Q.	What were you finding to do at that time after in
22	л.	insurance policy.	22	Ų.	this downtime?
23	Q.	Okay. And so you knew that that was what the plan	23	A.	In the downtime I was working as a mechanic at Bell
24	٧٠	was?	24	л.	Tire or not Bell Tire, at Budget Tire in Owosso.
25	A.	Correct. Well, at the time I was driving an '86 Ford?	25	Q.	Where is Owosso in relation to where Jo Ann Hyatt's
= -		collection with the collection of the collection	"	×٠	

Pages	17	7-2	()
1 4500		_	$\overline{}$

08/2	27/20	018			Pages 17–20
1		Page 17 place is St. Johns?	1	А.	Page 19 When Jo Ann moved in there I was there, I signed the
2	A.	About 20 minutes.	2	A.	papers same day Jo Ann did.
3		Okay. And where is it in relationship to your	3	$\circ$	Did Morgan sign the papers?
	Q.		~	Q.	
4		parent's house?	4	A.	As far as I'm aware she did.
5	A.	An hour and a half. My mom and dad's house is only	5	Q.	Did Morgan pay rent there at all or was it just you
6	_	20 minutes from here, north of here.	6	_	paying extra rent?
7	Q.	In Lake, true?	7	Α.	It was just me paying extra rent.
8	Α.	Yes.	8	Q.	All right. Let's go back and talk about we got a
9	Q.	So when you started working at Bell where were you	9		time frame of when your truck failed you and you sold
10		staying?	10		it in July or right around July 4th?
11	A.	I was still with Morgan.	11	A.	Yep.
12	Q.	Were you staying at Jo Ann Hyatt's.	12	Q.	And then in that downtime you're working at Budget
13	A.	Off and on, yeah.	13		Tire?
14	Q.	Was Morgan at Jo Ann Hyatt's?	14	A.	Yep.
15	A.	Yes. My mailing address was still at Jo Ann Hyatt's.	15	Q.	Is Morgan working, if you recall?
16	Q.	So anything you need to get from Budget or any other	16	A.	I know she was working. I think she was at Peckham at
17		job, be it if Mr. Irwin had to send you a piece of	17		the time, but I'm not 100 percent sure on that.
18		mail, he would have sent it to Jo Ann Hyatt's?	18	Q.	Okay. Now, at some point you returned to working for
19	A.	At that time, yes.	19		Mr. Irwin?
20	Q.	And Morgan, from what you recall, she was receiving	20	A.	Yes.
21		mail there?	21	Q.	On the day of accident were you working coming from
22	A.	I know she was receiving mail there, yeah.	22		Mr. Irwin's farm?
23	Q.	And my understanding was that Jo Ann Hyatt's place was	23	A.	No, I was going to his farm.
24		two bedroom?	24	Q.	You were going to his farm?
25	A.	Yes.	25	A.	Yep.
		Page 18			Page 20
1	Q.	And one of the bedrooms was Jo Ann's?	1	Q.	Was that your first day back to work or had you been
2	A.	Yep.	2		already working for him?
- 3	Q.	And the other bedroom had a bed for Morgan and then a	3	A.	I had been back probably a month, about two to
4		crib or a playpen for Sage?	4		three weeks prior to that.
- 5	A.	Correct, yep.	5	Q.	Okay. Now, so we got the time where the truck fell
-6	Q.	And then that's also where you would stay in that	6		out, you're working at Budget Tire and then there's
7		second bedroom?	7		two or three weeks prior to the accident you're back
8	A.	Yes.	8		with Mr. Irwin, true?
9	Q.	Did you have keys to Ms. Hyatt's place?	9	A.	Uh-huh.
10	A.	Yes.	10	Q.	Is that a yes?
11	Q.	When did you give your keys back?	11	A.	Yes.
12	A.	I give my keys back just after the accident.	12	Q.	In that small time frame now we're talking when did
13	Q.	Okay. So on the date of the accident you had a set of	13		Morgan and Sage start staying with your parents?
14	~	keys to that car?	14	A.	They started moving in the beginning of August,
15	A.	I had a set of keys and I was on the lease at that	15		started.
16		time. I was on her lease as a third party. I had to	16	Q.	And when you say started, does that mean she was
17		pay an extra rent a month to stay there.	17	2.	spending some nights at Jo Ann Hyatt's place?
18	Q.	So you were paying rent to Jo Ann?	18	A.	Yes.
19	х. А.	Yes, it was coming out of Jo Ann's checking account.	19	Q.	And she was spending some nights at your parent's
20	•	I just gave Jo Ann the extra what they took out for	20	Σ.	house?
21		my rent I give her back.	21	A.	Yes.
		And did you physically go into the leasing office and	22	Q.	And from the testimony from Morgan when you guys
	$\cap$	I THE GALL YOU PHYSTICALLY GO THE CONTROL TEASING ULLICE AND		٧٠	THE THORE CLOCKERIOTY THORE PIOLY ALL WILLIE YOU GUYS
22	Q.		22		stayed at your parent's house you didn't possessily
22 23		sign a lease?	23		stayed at your parent's house you didn't necessarily
22	Q. <b>A.</b> Q.		23 24 25	Α.	stayed at your parent's house you didn't necessarily have a room at that time?  Correct, we were sleeping on their couch.

MYERS, JACOB 08/27/2018

Pages 21–24

08/2	27/2	018			Pages 21–24
1	Q.	Page 21 And did you move was the moving into your parent's	1	Q.	Page 23 Now, my understanding looking back at some previous
2	-	house due to convenience due to everybody's job,	2	~	testimony is you were driving the Mountaineer and you
3		shorter commutes?	3		swerved because there was a construction cone or
4	A.	Yes and no. Me and Jo Ann had a rough spot, me and Jo	4		something of that nature?
5		Ann quit speaking, which is normal between you	5	Α.	You know them little cones like you see out on a
6		know, it's just normal. Well, it was easier for me to	6		little kid's football field?
7		move. At first it was just going to be me had moved	7	Q.	Yeah.
8		which I had no problem with but Morgan said that she	8	х. А.	That's what it was and when you come up over a hill at
9		didn't want to raise the kid on her own and do a	9		60 mile an hour and you know you catch a jogger in
10		biweekly thing. I can't blame her for that. It's	10		those hills every morning and you see orange you don't
11		hard being a single parent. I know, I've done it the	11		have much time coming over top of the hill to think.
12		last year and a half myself, so she just kind of	12	Q.	You were reacting it could be a runner?
13		tagged along with me and we made it work.	13	Q. <b>A.</b>	My reaction was a manslaughter charge or wreck my car,
14	0	And, in your opinion, the move to your parent's house	14	Α.	so I chose wreck my car.
15	Q.		15	^	
16		because you didn't have a room wasn't necessarily a	16	Q.	And at no point during this were you ever thinking
		permanent one; is that true?			about trying to hurt yourself?
17	Α.	Correct.	17	<b>A.</b>	No.
18	Q.	And at the time of the accident both you and Morgan	18	Q.	Do you recall what injuries you sustained in the
19		were still receiving mail at Jo Ann's place?	19	_	accident?
20	A.	Correct.	20	A.	I can tell you every injury I sustained in the
21	Q.	Both you and Morgan had a set of keys to Jo Ann's	21		accident. I severed the main artery in my heart,
22		apartment?	22		90 percent severed it, crushed both hips, had to have
23	Α.	Correct.	23		one completely reconstructed, got a pacemaker in my
24	Q.	Did you have belongings back at Jo Ann's apartment?	24		chest, I had broken ribs. I mean, for what I walked
25	A.	Yes.	25		out of it and how severe the accident was, yeah, I
		Page 22			Page 24
1	Q.	And Morgan said her and Sage still had belongings back	1		walked out of it with scrapes and bruises, more or
2		there?	2		less, but point being, I damn near died.
3	A.	Yes.	3	Q.	Prior to the accident did you have any health issues?
4	Q.	In fact, the crib?	4	A.	No, I was healthy has a bean pole.
5	A.	The crib, the bed, some clothes, almost 90 percent of	5	Q.	And after the accident you're still even to this
- 6		my kid's clothes were there.	6		day you're still dealing with you injuries?
7	Q.	And that's at the time of the accident?	7	A.	Yes.
- 8	A.	Yeah, and I still had a bunch of tools and stuff there	8	Q.	So all the treatment you received at Spectrum and Mary
- 9		at the time of the accident and I had clothes there as	9		Free Bed was due to these injuries from the accident?
10		well, so.	10	A.	Still are, yeah.
11	Q.	When, if you recall, did anybody go back and retrieve	11	Q.	That was my next question. Are you still treating
12		all that stuff?	12		anywhere?
13	A.	After my accident.	13	A.	Yep.
14	Q.	After the accident?	14	Q.	Where are you treating at?
15	A.	It was probably October-ish of '16 after I come home	15	A.	I treat at Dr it was Dr. Love, his office in Grand
16		from the hospital.	16		Rapids, I treat still with Mary Free Bed in Grand
17	Q.	So about two months or so after the accident?	17		Rapids, the heart doctor, the cardiovascular heart and
18	A.	Yes.	18		lung transplant plant center in Grand Rapids I work
19	Q.	That's when everything was taken out of Jo Ann	19		with a lot because of my heart, I deal with the
20		Hyatt's	20		pacemaker doctor and every now and then I still have a
21	A.	Correct.	21		doctor visit that I go to at the hospital in Grand
22	Q.	Is that when Jo Ann Hyatt moved to somewhere else?	22		Rapids.
23	A.	Jo Ann Hyatt moved to Breckenridge I want to say just	23	Q.	All related to injuries you sustained?
24		this last winter. I know it was the end of last year,	24	A.	Yes.
25		beginning of this year, I'm pretty sure.	25	Q.	At the time of the accident the only vehicle you owned
			1		

Pages	25-28
I un	

21/2	018			Pages 25–2
	Page 25	1	7	Page R-e-e-s-e.
			Q.	And where does Reese live or where did he live at the
Q.				time that you spent the night?
		_		It was on Britton Road.
		-	~	Can you spell that for us?
Q.				B-r-i-t-t-o-n.
			~	Is that a house, apartment?
_				House. I don't know his address.
		-	Q.	During the month before the accident how often would
Q.				you stay with Reese?
			A.	I'd see Reese daily after work, but stay with him?
A.				That was just once-in-a-while thing.
			Q.	Why would you see Reese every day?
	MR. DUFFY: I don't have any further	14	A.	Reese is my best friend. He's been my best friend
	questions, but I think they might have a few for you.	15		since I was five years old.
	EXAMINATION	16	Q.	So after work at Irwin Farms you would typically go
BY N	MR. ROSSI:	17		Reese's and hang out for a bit; is that fair?
Q.	I have a few for you, Mr. Myers. Let's go to the day	18	A.	Yep.
	of accident, okay? I have that as August 15, 2016;	19	Q.	How far is Reese's house from your parent's house?
	does that sound about right?	20	A.	Two miles.
A.	Do you want the exact time?	21	Q.	And when you weren't staying at Reese's house during
Q.	Sure.	22		that month before the accident where would you stay?
A.	7:30 in the morning.	23	A.	Between Jo Ann's and my mom and dad's depending on m
Q.	_	24		workweek. If it was harvest season I'd stayed at my
				mom and dad's house, if it wasn't I would go home.
	•			
$\cap$	=	1	0	Page Where was Morgan living the month before your
~			۷٠	involvement in the accident?
	• • • •		7	Jo Ann Hyatt's.
Q.				<del>-</del>
7			Q.	Where was Morgan working during the month following your accident?
А.				-
•				I don't know if she was, to be honest.
~			Q.	Isn't it true she was working at Hometown Grocery the
	<del>-</del>	-		month before the accident?
			A.	She may have. I don't know. I just told you I don't
A.				recall.
Q.	Had Morgan spent night there the night before?	11	Q.	Have you ever known her to work at Hometown Grocery?
A.	Yep.	12	A.	Yeah.
Q.	With Sage; is that right?	13	Q.	When did she start at Hometown Grocery?
A.	Yep.	14	A.	I couldn't tell.
Q.	Where did you spend the night before?	15	Q.	How would she get to Hometown Grocery during the mon
A.	I stayed at a buddy's house.	16		before the accident.
Q.	What is the name of the buddy?	17	A.	She would get a ride.
A.	Reese.	18	Q.	Would she ever drive there herself?
Q.	What is Reese's last name?	19	A.	Sometimes, yeah.
A.	Shrock.	20	Q.	What vehicle would she take?
		21	A.	The Mountaineer.
Q.	Can you spell that for us?	2-		
			0.	Who would watch Sage while Morgan and you were both
Q.	No, because I don't know how to spell it. S-h-o-c-k,	22	Q.	Who would watch Sage while Morgan and you were both working during the month before the accident?
Q.			Q. A.	Who would watch Sage while Morgan and you were both working during the month before the accident?  My mom and dad or my sister's.
	Q. A.	<pre>was that 2003 Mountaineer? A. Correct. Q. At the time of the accident, as far as you knew, was insured with MetLife? A. Correct. Q. And just to make sure I know, you weren't present at the telephone conversation between Jo Ann Hyatt and MetLife? A. No. Q. You had nothing to do with the actual putting insurance on the vehicle? A. No. As a matter of fact, I don't think I was home that night it got put on. MR. DUFFY: I don't have any further questions, but I think they might have a few for you. EXAMINATION BY MR. ROSSI: Q. I have a few for you, Mr. Myers. Let's go to the day of accident, okay? I have that as August 15, 2016; does that sound about right? A. Do you want the exact time? Q. Sure. A. 7:30 in the morning. Q. Where were you coming from? A. I was coming from my mom and dad's house.  Page 26 A. 11328 West Vernon Road, Lake, Michigan. Q. And why were you coming from your parent's house at that time of day? A. It was a workday, Monday morning. I had stopped at Mom and Dad's house to get coffee. Q. You stopped at Mom and Dad's house? A. Yep. Q. Did you spend the night there the night before? A. No. Q. Had Morgan spent night there the night before? A. No. Q. Had Morgan spent night there the night before? A. Yep. Q. With Sage; is that right? A. Yep. Q. Where did you spend the night before? A. I stayed at a buddy's house. Q. What is the name of the buddy? A. Reese.</pre>	A. Correct. Q. At the time of the accident, as far as you knew, was insured with MetLife? A. Correct. Q. And just to make sure I know, you weren't present at the telephone conversation between Jo Ann Hyatt and MetLife? A. No. Q. You had nothing to do with the actual putting insurance on the vehicle? A. No. As a matter of fact, I don't think I was home that night it got put on.  MR. DUFFY: I don't have any further questions, but I think they might have a few for you.  EXAMINATION BY MR. ROSSI: Q. I have a few for you, Mr. Myers. Let's go to the day of accident, okay? I have that as August 15, 2016; does that sound about right? A. Do you want the exact time? Q. Sure. A. 7:30 in the morning. Q. Where were you coming from? A. I was coming from my mom and dad's house.  Page 26 Q. What is their address? A. 11328 West Vernon Road, Lake, Michigan. Q. And why were you coming from your parent's house at that time of day? A. It was a workday, Monday morning. I had stopped at Mom and Dad's house to get coffee. Q. You stopped at Mom and Dad's house? A. Yep. Q. Did you spend the night there the night before? A. Yep. Q. With Sage; is that right? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. Yep. Q. Where did you spend the night before? A. I stayed at a buddy's house. Q. What is the name of the buddy? A. Reese.	Was that 2003 Mountaineer?

Pages 29-32	Pages	29–	32	
-------------	-------	-----	----	--

08/2	27/2	018			Pages 29–32
1	Α.	Page 29 My mom and dad's house.	1		Page 31 Michigan 48837-9466, and on the back, it's a little
2		<del>-</del>	2		worn, but it looks like it's that West Vernon Road
3	Q.	What are your sisters' name?  Brianna and MaKayla.	3		
	A.	What is that?			address in Lake, Michigan, your parent's home; is that
4	Q.		4		right?
5	A.	Brianna and MaKayla and I do not know how to spell	5	A.	Yep.
6		that one.	6	Q.	Is that where you live at the present time?
7	Q.	How old is Brianna? Approximately is fine, just to	7	A.	Yep.
8	_	get an idea.	8	Q.	I'm going to give the other attorneys an opportunity
9	A.	It's 2018, correct?	9		to look at that; is that okay?
10	Q.	Right.	10	A.	Uh-huh.
11	A.	She'll be 20 or 21.	11		MR. DUFFY: The record will reflect I'm
12	Q.	And MaKayla?	12		handing Jacob his license back.
13	A.	18.	13		Æ. ROSSI:
14	Q.	The F150 that you drove until about June of 2016, did	14	Q.	Thank you. That the Grand Ledge address, whose
15		you have insurance on that vehicle?	15		address is that?
16	A.	Yep.	16	A.	Denise Hawkins, Morgan's other grandmother. That just
17	Q.	Who did you have that vehicle insured with?	17		happened to be where I was living when I turned 21.
18	A.	Esurance.	18	Q.	Do you have health insurance?
19	Q.	So was there point in time when you had both the F150	19	A.	As far as I know.
20		and the Moutaineer insured with Esurance?	20	Q.	Did you have health insurance on day of the accident?
21	A.	Yep.	21	A.	Nope.
22	Q.	And you were the policy title holder with Esurance?	22	Q.	Do you have Medicaid?
23	A.	Me and Morgan both were.	23	A.	I think so.
24	Q.	What was the reason for cancelling the insurance with	24	Q.	Has made Medicaid paid for any of your treatment since
25		Esurance on the Mountaineer?	25		the accident?
		Page 30			Page 32
1	A.	I couldn't afford it.	1	A.	I'm not 100 percent sure. I keep getting bills in the
2	Q.	And then before that you had the Mountaineer insured	2		mail, so I'm going to assume not.
3		with Progressive; is that right?	3	Q.	Do you know if any of your medical providers have
4	A.	Yes.	4		attempted to bill Medicaid?
5	Q.	What is the reason for canceling with Progressive?	5	A.	Yes. I don't know which ones, but I know they have
6	A.	Couldn't afford it.	6		been.
7	Q.	But you kept your Ford F150 on the insurance with	7	Q.	What has Medicaid's response to that been, if you
8		Esurance after you had removed the Mountaineer?	8		know?
9	A.	No, the Ford was removed before the Mountaineer was	9	A.	As far as I'm aware, they keep rejecting it because I
10		I sold the Ford before the Mountaineer was taken off	10		keep getting the bills for them.
11		the insurance.	11	Q.	Do you know why they are rejecting it?
12	Q.	Okay. And so you think you last had insurance on the	12	A.	Because it's an auto accident case, not a medical
13		Mountaineer with Esurance in approximately June of	13		case; that's what I keep being told.
14		2016?	14	Q.	How many bedrooms is the home on West Vernon?
15	A.	June or July, yeah, right in there.	15	A.	Two.
16	Q.	Do you have a driver's license with you today?	16	Q.	Do you have your own bedroom?
17	A.	I do.	17	A.	Yep.
18	Q.	Would you mind if we took a look at that?	18	Q.	When Morgan and Sage would spend the night would they
19	~ .	MR. ROSSI: Let the record reflect that Mr.	19	~ -	stay in your bedroom?
20		Myers has handed me his Michigan driver's license	20	A.	I didn't have a room at the time when of the
21		number M620356108625. The address is listed as 9800	21		accident. I just got my room last year when I pulled
22		Guinea, G-u-i	22		my school bus in. I've got a school bus that is
23		THE WITNESS: Wrong address. My address is	23		completely converted as a mobile home.
24		on the back.	24		MR. ROSSI: All right. So I don't have
25		MR. ROSSI: G-u-i-n-e-a Road, Grand Ledge,	25		anything further. Thank you.
		int. Moder. O a r ii c a Moda, Grana neage,	ر ے ا		any anning randice. Illam you.

MYERS, JACOB 08/27/2018

Pages 33-34

```
RECEIVED by MSC 3/11/2021 4:44:55 PM
                                                                  Page 33
                MS. NWACHUKWU: Just a moment.
                THE WITNESS: Take your time.
 2
                MS. NWACHUKWU: I don't have any questions
     for you.
 4
 5
                THE WITNESS: Okay.
 6
                MR. DUFFY: We're all set.
                (The deposition was concluded at 2:11 p.m.
           Signature of the witness was not requested by
           counsel for the respective parties hereto.)
10
11
12
13
14
15
16
17
18
19
21
22
23
24
25
                                                                  Page 34
                         CERTIFICATE OF NOTARY
     STATE OF MICHIGAN )
 4
     COUNTY OF IONIA
 5
 6
                      I, REBECCA A. SANDBORN, certify that this
          deposition was taken before me on the date
          hereinbefore set forth; that the foregoing questions
 9
          and answers were recorded by me stenographically and
10
          reduced to computer transcription; that this is a
11
          true, full and correct transcript of my stenographic
12
          notes so taken; and that I am not related to, nor of
13
          counsel to, either party nor interested in the event
          of this cause
15
16
17
19
20
21
22
                            REBECCA A. SANDBORN, CSR-6107
                            Notary Public,
23
24
                            Ionia County, Michigan.
25
          My Commission expires: 8/4/2018
```

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 1: August 27, 2018 Deposition of Jacob Myers

3/27/2018			Pa	ge Index: 100crushed
		April 8:14	<b>blame</b> 21:10	center 24:18
1	8	argument 11:11	<b>blew</b> 15:15	charge 23:13
<b>100</b> 19:17 26:23	<b>86</b> 14:25 15:9	artery 23:21	boyfriend 11:6	checking 18:19
32:1		<b>assume</b> 6:15 32:2	<b>break</b> 6:18,19,21	<b>chest</b> 23:24
<b>11328</b> 26:2	9	attempted 32:4	8:5	<b>chose</b> 23:14
<b>11:00</b> 10:13		attorneys 31:8	Breckenridge 22:23	clear 6:8
12th 7:4	90 22:5 23:22	<b>August</b> 5:2,18 7:8 9:13 20:14 25:19	<b>Brianna</b> 29:3,5,7	client 5:14
<b>15</b> 25:19	<b>9800</b> 30:21		briefly 7:13	<b>clothes</b> 22:5,6,9
15th 7:8	Α	August-ish 9:11	Britton 27:4	clutch 15:15
<b>16</b> 9:17 12:6 16:8,9		auto 32:12	broken 23:24	coffee 26:6
22:15	accident 5:18 7:9,	<b>aware</b> 11:9 19:4 32:9	brought 5:14	commit 10:20
16-hour 10:10,12	15,25 8:3 9:20 18:12,13 19:21 20:7		bruises 24:1	commute 10:2
18 29:13	21:18 22:7,9,13,14,	В	<b>buddy</b> 26:17	commutes 21:3
19th 16:3 1:40 5:3	17 23:19,21,25 24:3, 5,9,25 25:3,19 27:9,	B-R-I-T-T-O-N	<b>buddy's</b> 15:16	completely 23:23 32:23
1:40 5:3	22 28:2,5,8,16,23	27:6	26:16	cone 23:3
2	31:20,25 32:12,21	<b>back</b> 11:21 12:3,4	Budget 16:24 17:16 19:12 20:6	cones 23:5
	account 18:19	18:11,12,21 19:8	bunch 22:8	considered
<b>20</b> 17:2,6 29:11	acknowledge	20:1,3,7 21:24 22:1, 11 23:1 30:24 31:1,	bus 32:22	11:18
<b>2003</b> 25:1	actual 25:10	12	<b>DUS</b> 32.22	construction
<b>2016</b> 5:18 7:8 8:10	address 17:15	based 9:1	С	23:3
11:14 25:19 29:14 30:14	26:1 27:8 30:21,23	bean 24:4		convenience
<b>2018</b> 5:2 29:9	31:3,14,15	<b>bed</b> 5:14 18:3 22:5	<b>call</b> 6:25 7:1 13:7	conversation
<b>21</b> 29:11 31:17	<b>afford</b> 12:19 30:1,6	24:9,16 <b>bedroom</b> 17:24	16:13 <b>called</b> 5:6 11:11	25:7
<b>27</b> 5:2	afternoon 5:12	18:3,7 32:16,19	cancel 13:7,17	converted 32:23
	<b>Ann</b> 8:21,23 16:25 17:12,14,15,18,23	bedrooms 18:1	canceling 30:5	<b>correct</b> 7:17 8:25
4	18:18,20 19:1,2	32:14	cancelled 12:21	9:2,18,21 12:13,20 13:6 14:13,15,19,25
40007.0400	20:17 21:4,5 22:19, 22,23 25:7 28:3	<b>beginning</b> 8:14 9:13 13:1 20:14	13:15 14:6,14,18	18:5 20:25 21:17,20,
<b>48837-9466</b> 31:1	<b>Ann's</b> 18:1,19	22:25	cancelling 29:24	23 22:21 25:2,5 29:9
<b>4th</b> 15:11,12 16:4 19:10	21:19,21,24 27:23	<b>Bell</b> 16:23,24 17:9	<b>car</b> 14:6 18:14	<b>couch</b> 20:25
	answering 6:20	belongings	23:13,14	Couple 5:23
6	answers 6:2	21:24 22:1	cardiovascular 24:17	<b>court</b> 5:25 6:5
	apartment 10:24	<b>bill</b> 7:19,20,22 32:4	<b>cares</b> 11:10	<b>crap</b> 15:6,10
<b>60</b> 23:9	21:22,24 27:7	<b>bills</b> 5:15 14:5 32:1,	Carl 6:24	<b>crib</b> 18:4 22:4,5
7	appropriately 6:16	<b>bit</b> 7:14 27:17	<b>case</b> 32:12,13	<b>Crop</b> 7:23
/				<b>Crops</b> 16:16

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

D   E   field 23.6   grief 11:11   flometown 11,13,15   flower 28.7   flinding 16:21   fline 29.7   flinish 6:20   flive-speed 15:9   flime 29.7   flinish 6:20   flive-speed 15:9   flime 29.7   flinish 6:20   flive-speed 15:9   flime 29.7   flinish 6:20   flive-speed 15:9   flixing 15:17   fly 8.6   floothall 23.6   moler 11:17   fly 8.6   floothall 23.6	YERS, JACOB				
E	3/27/2018			Pag	e Index: dadinvolve
dadd 28.24 dad's 17:5 25:25 dad's 17:5 25:25 dad's 17:5 25:25 dally 10:4 27:11 dally 10:4 27:11 damn 24:2 date 18:13 day 7 8.15 18:24 19:2.21 20:1 24:6 22:24  Esurance 12:12 22:24  Esurance 12:12 days 10:10 deventually 12:18 dealing 24:6 Denise 31:16 depending 27:23 deposition 5:20 distance 9:23 distance 16:10, 22:23 19:12 drive 10:47,812 drive 1			field 23:6	grief 11:11	Hometown 28:7,
dad 28:24 dad's 17:5 25:25 26:6.7 27:23,25 29:1 daily 10:4 27:11 dalmn 24:2 date 18:13 day 7.8,15 18:24 19:22,120:1 24:6 25:18 26:4 27:13 31:20 day's 10:21 days 10:10 dealing 24:6 Denise 31:16 depending 27:23 deposition 5:20 diled 24:2 distance-wise 10:1 downtime 16:10, 22:23 19:12 drive 10:4,7,8,12 10:1 downtime 16:10, 22:23 19:12 drive 10:4,7,8,12 drive 10:10 drive 10:4,7,8,12 drive 10:10 dr	D	E	<b>find</b> 16:14	Grocery 28:7,11,	11,13,15
dad's 17:5 25:25 26:67, 27:23,25 29:1 daily 10:4 27:11 damn 24:2 date 18:13 day 7:8,15 18:24 employment 7:7 end 9:12 12:25 25:22:24 13:47, 14:13,8,16 29:18,20,22,25 30:8, 13 13:20 days 10:21 days 10:23 days 10:23 days 10:23 days 10:23 days 10:23 days 10:24 days 10	1- 1		finding 16:21		honest 28:6
cmail   13:10   cmployed   7:5,16   cmployed   7:5,16   cmployed   7:5,16   cmployment   7:7   cmd   2:12   2:25   cmd   2:12   2:25   cmd   2:12   2:25   cmd   2:12   cmd				ground 5:24	hospital 22:16
daily 10:427:11 damn 24:2 date 18:13 day 7:8,15 18:24 19:221 20:1 24:6 22:24 19:221 20:1 24:6 22:24 Esurance 12:12 13:4,7 14:1,3.8,16 23:12 23:18 24:2 23:18 26:4 27:13 31:20 29:18,20,22,25 30:8, 13 eventually 12:18 everybody's 21:2 exact 25:21 EXAMINATION 5:10 25:16 examined 5:9 extra 18:17,20 19:6,7 downtime 16:10, 22,23 19:12 downtime 16:10, 21 22:2,23 19:12 distance-wise 10:1 downtime 16:10, 22,23 19:12 divive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver's 29:14 due 7:11,12 12:18 21:2 24:9 Duffy 5:11,13  employed 7:5,16 employment 7:7 figh s.6 five-speed 15:9 fixing 15:17 fly 8:6 football 23:6 Ford 14:25 30:7,9, 10 half 10:4,13 17:5 22:112 half 10:4,13 17:5 22:1212 half 10:4,13 17:5 22:112 handed 30:20 handing 31:12 hurt 23:16 hurt 23:11 hurt 20:22 hand 30:20 handing 31:12 hurt 8:21 22 23 25:7 Hyatt's 8:24 10:21 16:25,13 hurt 20:22 hand 6:5 hurt 20:31:14 hurt 20:32 half 10:4,13 17:5 21:12 hang 27:17 house 10:9,2 23:19:12 handed 30:20 handing 31:12 hurt 8:21 22 23 21:2,14 25:2 26:3,6,7,16 27: 19:21,25 28:25 hurt 8:21 21:12 hang 27:17 house 10:9,2 23:11:120:22 hand 9::12 hang 27:17 happened 15:14 hurt 8:12 23:12:12 hang 27:17 happened 15:14 hurt 8:24 10:21 16:36,67,16 27: handed 30:20 handing 31:12 hard 6:9:21:11 hurt 8:4:5 30:7,9, 10 hurt 23:16 four-wheel 15:9 frame 11:13 12:7 happened 15:14 harvest 16:19 22:22:22 3 15:16 17-42 19:21,42 25:2 23 12:24:28 hang 27:17 happened 15:14 hurt 8:24:2 23 25:7 Hyatt's 8:24 10:21 16:25 hang 27:17 happened 15:14 harvest 16:19 27:24 harvesting 8:7 hurt 8:24:2 23 21:12 hard 6:9:9:2 10:14:12:20:22 23 15:16 hand 9:2:2 hang 27:17 happened 15:14 harvest 16:19 27:24 harvesting 8:7 hurt 8:3:12 23:12:24:9 hurt 8:22 23:12:			finish 6:20	Guinea 30:22	
damn 24:2 date 18:13 day 7:8,15 18:24 19:2,21 2011 24:6 22:24 19:2,21 2012 42:6 22:24 Esurance 12:12 13:4,7 14:1,3,8,16 29:18,20,22,25 30:8, 13 31:20 days 10:21 days 10:10 deal 24:19 dealing 24:6 Denise 31:16 depending 27:23 deposition 5:20 died 24:2 distance 9:23 didistance 9:23 didistance 9:23 didistance 9:23 didistance 16:10, 22,23 19:12 downtime 16:10, 22,23 19:12 downtime 16:10, 22,23 19:12 drive 10:4,7,8,12 15:46,9 28:18 driver's 30:16,20 driving 14:25 15:26,23:2 drive 10:4,7,8,12 15:46,9 28:18 driver's 30:16,20 driving 14:25 driving 14:25 driving 14:25 drive 29:14 due 7:11,12 12:18 driver's 29:14 due 7:11,12 12:18 driver's 29:14 due 7:12,12; 23:23 Dueffy 5:11,13  employed 7:5,16 employem 7:7; fly 8:6 football 23:6 Ford 14:25 30:7,9, 10 handed 30:20 handing 31:12 happened 15:14 harpened 15:14 harpened 15:14 harpened 15:14 harpened 15:14 harvest 16:19 27:24 harvesting 8:7 Hawkins 31:16 head 6:9 10:1 hours 11:17 house 10:9.9 15:16 12:62 19:21:4 25:6 23 21:12 23:9 15:16 7:74,52 23 21:2,14 25: 23 21:2,14 25: 23 21:2,14 25: 23 25:7 Hyatt's 8:24 10:21 18:20 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 25 19:2.2 25 19:2.2 28 19:2.2 23 19:2.2 25 19:2.2 25 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 25 19:2.2 25 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19:2.2 23 19			five-speed 15:9	<b>guys</b> 11:1 20:22	
date 18:13 day 7:8,15 18:24 19:2,21 20:1 24:6 25:18 26:4 27:13 31:20 day's 10:21 days 10:10 deal 24:19 dealing 24:6 Denise 31:16 depending 27:23 deposition 5:20 died 24:2 distance 9:23 distance-wise 10:1 doctor 24:17,20, 21 downtime 16:10, 22,23 19:12 drive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver's 30:16,20 driver's 30:16,20 driver's 30:16,20 driver's 30:16,20 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver 10:4,7,8,12 15:2,6,2 3:2 drive 10:4,7,8,12 15:2,6,2 3:2 drive 29:14 driver's 30:16,20 driving 14:25 driver 10:4,7,8,12 15:2,6,2 3:2 drive 29:14 due 7:11,12 12:18 driver's 30:16,20 driver 29:14 due 7:11,12 12:18 due 7:11,12 12:18 21:2 24:9 Duffy 5:11,13  driver 5:11,13  employment 7:7 end 9:12 12:25 football 23:6 foot 14:25 30:7,9 handed 30:20 handing 31:12 happened 15:14 31:17 happened 15:14 31:17 happy 6:18 hard 6:9 21:11 harvest 16:19 27:24 harvest 16:19 27:24 harvesting 8:7 Hawkins 31:16 head 6:5 health 5:13 24:3 31:18,20 injure 5:17 12,13 23:18 24 hill 23:8,11 12,13 23:18 24 hill 23:8,11 12,13 23:18 24 hill 23:8,11 12,14 25:2 23 21:12 23:2:2 23 21:7 happened 15:14 31:17 happy 6:18 hard 6:9 21:11 harvest 16:19 27:24 harvest 16:19 27:24 harvest 16:19 27:24 harvesting 8:7 Hyatt's 8:24 10:21 16:25 17 happy 6:18 hard 6:9 21:11 harvesting 8:7 Hawkins 31:16 head 6:5 health 5:13 24:3 31:18,20 injures 5:17 12,13 23:18 24 12,13 23:18 24 12,13 23:18 24 12,13 23:18 24 12,13 23:18 24 12,13 23:18 24 13:17 14:1,51,8,23 18 15:16 17:4,52 25 19:21:2 23:25 19:21-2 23:25 19	•		•		hours 11:17
day 7:8,15 18:24 19:2,21 20:1 24:6 25:18 26:4 27:13 31:20 day's 10:21 days 10:10 deal 24:19 dealing 24:6 Denise 31:16 depending 27:23 depending 27:23 depending 27:23 distance 9:23 distance-wise 10:1 downtime 16:10; 22; 31:12,23 21:24 25:12 distance 9:23 distance-wise 10:1 downtime 16:10; 22; 31:12 downtime 16:10; 22; 31:12 downtime 16:10; 22; 4 distance 12:12 drive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver's 30:16,20 driving 14:25 driver 10:4,7,8,12 15:2,6 23:2 drive 29:14 due 7:11,12 12:18 due 7:11,12 12:18 due 7:11,12 12:18 due 7:11,13 Duffy 5:11,13  end 12:12:25 drive 10:4,7,8,12 15:2,6 23:2 drive 29:14 due 7:11,12 12:18 21:2 24:9 Duffy 5:11,13  end 14:25 Duffy 5:11,13  end 14:25 football 23:6 Ford 14:25 30:7,9, 10 found 15:22 four-wheel 15:9 frame 11:13 12:7 19:9 20:12 four-wheel 15:9 frame 11:13 12:7 19:9 20:12 four-wheel 15:9 frame 1:13 12:7 handed 30:20 handing 31:12 hang 27:17 happened 15:14 31:17 happened 15:14 10:21 6:22 11 handing 31:12 hard 1				Н	house 10:9,22
19:2,21 20:1 24:6			•	half 10:4.13 17:5	15:16 17:4,5 20:20,
28:18 26:4 27:13	19:2,21 20:1 24:6				23 21:2,14 25:25 26:3,6,7,16 27:7,8,
day's         10:21         29:18,20,22,25 30:8, 13         found         15:22 four-wheel         handing         31:12 hang         hurt         23:16 Hyatt         Hyatt         8:21:22 23:25:7         Hyatt         8:21:22 23:25:7         Hyatt         8:21:22 23:25:7         Hyatt         8:22:22 23:25:7         Hyatt         8:21:22 23:25:7         Hyatt's         8:24:22 23:25:14         Hyatt's         8:24:22 23:24:23:24		13:4,7 14:1,3,8,16		handed 30:20	19,21,25 28:25 29:1
days         10:10         eventually         12:18         four-wheel         15:9         hang         27:17         happened         15:14         Hyatt         8:21 22         23 25:7         Hyatt's         8:24 122         23 25:7         Hyatt's         8:24 10:21         Hyatt's         8:24 10:22         Hyatt's         8:24 10:24         Hyatt's         8:24 10:24         Hyatt's         8:24 10:24         Hyatt's			found 15:22	handing 31:12	hurt 23:16
deal 24:19         everybody's 21:2         frame 11:13 12:7 19:9 20:12         happened 15:14 31:17         Hyatt's 8:24 10:21 16:25 17	-		four-wheel 15:9	hang 27:17	<b>Hyatt</b> 8:21 22:22,
dealing 24:6         21:2         19:9 20:12         31:17         19:9 20:12         31:17         19:9 20:12         31:17         19:9 20:12         31:17         19:9 20:12         31:17         19:9 20:12         31:17         19:9 20:12         19:9 20:13         19:10 20:16:25 17         19:10 20:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:16:25 17         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20         19:10 20:13:18:20	-				
Denise 31:16 depending 27:23 deposition 5:20 died 24:2 distance 9:23 distance-wise 10:1  F  G-U-I 30:22 G-U-I-N-E-A 30:25  drive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driving 14:25 15:2,6 23:2 drove 29:14 due 7:11,12 12:18 21:2 24:9 Duffy 5:11,13  exact 25:21  EXAMINATION 5:10 25:16 friend 27:14 friends 15:16 friend 3:14.5 friend 27:14 friends 15:16 harvest 16:19 27:24 harvesting 8:7 Hawkins 31:16 head 6:5 health 5:13 24:3 31:18,20 health 5:13 24:3 31:18,20 health 5:13 24:3 injuries 5:17 general 7:25 8:1,2 general 7:25 8:1,2 girlfriend 11:6 give 6:18 9:12 18:11,12,21 31:8 giving 6:8					10:21 16:25 17:12,
depending         27:23         EXAMINATION 5:10 25:16         friends         15:16         nard         6:9 21:11         harvest         16:19         27:24         l           died         24:2         extra         18:17,20         full         6:23 14:5         harvesting         8:7           distance-wise         10:1         F         G-U-I 30:22         health         5:13 24:3         industry         16: health         5:13 24:3         industry         16: health         5:13 24:3         industry         16: health         5: 17         health         5: 13 24:3         industry         16: health         5: 17         health         5: 13 24:3         11: harvesting         8: nactive         13: health         5: 13 24:3         11: heavesting         8: nactive         13: health         5: 13: 18: 20         16: health         5: 13: 24:3         31: 18: 20         16: health         5: 13: 24: 3         11: heart         18: health         18: health         18: 13: 24: 3         18: health         12: 13: 23: 18: 24: 3         19: health         12: 13: 23: 18: 24: 3         19: health         19: high         7: 4         19: high         7: 4         19: 13: 23: 18: 24: 23: 12: 12: 18: 11: 12: 23: 13: 18: 18: 12: 12: 18: 13: 12: 12: 18: 13: 12: 13: 18: 18: 13: 18: 18: 13: 18: 18: 18: 18: 18: 18: 18: 18: 18: 18	_	<b>exact</b> 25:21	The state of the s		14,15,18,23 18:9
deposition 5:20 died 24:2 distance 9:23 distance-wise 10:1		_			20:17 22:20 28:3
died 24:2 distance 9:23 distance-wise 10:1  G-U-I 30:22 G-U-I-N-E-A 30:25 downtime 16:10, 22,23 19:12 drive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driving 14:25 15:2,6 23:2 drove 29:14 due 7:11,12 12:18 21:2 24:9 Duffy 5:11,13  extra 18:17,20 19:6,7  G-U-I 30:22 G-U-I-N-E-A 30:25 G-U-I-N-E-A 30:25 gave 18:20 gave 18:20 gave 18:20 general 7:25 8:1,2 girlfriend 11:6 give 6:18 9:12 18:11,12,21 31:8 giving 6:8 good 5:12 6:22 Gotcha 7:13 Graduated 7:4 Grand 24:15,16, harvesting 8:7 Hawkins 31:16 head 6:5 health 5:13 24:3 31:18,20 industry 16: i					<del> </del>
distance 9:23 distance-wise 10:1  doctor 24:17,20, 21  fracilities 5:17 fact 9:19 22:4 25:12 failed 19:9 fair 27:17 family 10:16 11:10 farm 5:15 7:20,22 drove 29:14 due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  distance 9:23  fracilities 5:17 fact 9:19:22:4 25:12 family 10:16 11:10 farm 5:15 7:20,22 girlfriend 1:6 give 6:18 9:12 18:11,12,21 31:8 give 6:18 9:12 18:11,12,21 31:8 giving 6:8 good 5:12 6:22 forcha 7:13 Graduated 7:4 forchalf size inactive 13:6 head 6:5 health 5:13 24:3 31:18,20 healthy 24:4 heart 23:21 24:17, 19 high 7:4 highest 7:2 hill 23:8,11 hills 23:10 hips 23:22 hips 23:23 hips 24:23 hips 24:24:17 hips 24:24:17 hips 24:24:17 hips 24:25 hips 24:25 hips 24:25	-		<b>full</b> 6:23 14:5		·
distance-wise 10:1  doctor 24:17,20, 21  facilities 5:17 facilities 5:17 fact 9:19 22:4 25:12 failed 19:9 fair 27:17 family 10:16 11:10 farm 5:15 7:20,22 9:25 10:3 11:25 12:4 19:22,23,24 farming 7:23 16:15  Duffy 5:11,13  factor 13:22 G-U-I-N-E-A 30:25 G-U-I-N-E-A 30:25 health 5:13 24:3 31:18,20 health 5:13 24:3 31:18,20 health 5:13 24:3 industry 16: ind		· ·	<b>G</b>		idea 29:8
10:1   F   G-U-I 30:22   health 5:13 24:3   31:18,20   healthy 24:4   heart 23:21 24:17, 19   high 7:4   highest 7:2   hills 23:10   hills 23:10   highest 3:12   hills 23:10   highest 7:12   hills 23:10   hills 23:10   health 5:13 24:3   sinitially 12:1   initially 12:1   initially 12:1   highest 7:2   hills 23:10   hills 23:1		19.0,7			inactive 13:19
doctor         24:17,20, 21         F150         29:14,19 30:7         G-U-I-N-E-A 30:25         31:18,20         initially 12:1         injuries 5:17 12,13 23:18 24         injury 23:20 23         injury 23:20 23:21 24:17, 19         injury 23:20 23         injury 23:20 23:21 24:17, 19         injury 23:20		F	<b>G-U-I</b> 30:22		industry 16:15
downtime         16:10, 22;23 19:12         facilities         5:17 fact         gave         18:20 general         reart         23:21 24:17, 19         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         12;13 23:18 24 23:21         13;13 23:18 24 23:21         14;13 23:18 24 23:21         15;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         16;13 23:18 24 23:21         18;13 23:18 24 23:21         18;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:18 24 24:17, 19         19;13 23:20 18:11,12,12         19;13 23:20 18:11,12,12         19;13 23:20 18:11,12,21         18;11,12,21 31:8         19;13 23:21         19;13 23:21         19;13 23:21         19;13 23:22         19;13 23:22         19;13 23:22         19;13 23:22         19;13 23:22         19;13 23:22         19;13 23:22 <t< td=""><td>doctor 24:17,20,</td><td></td><td>G-U-I-N-E-A</td><td></td><td>initially 12:11</td></t<>	doctor 24:17,20,		G-U-I-N-E-A		initially 12:11
22,23 19:12  drive 10:4,7,8,12 15:4,6,9 28:18  driver's 30:16,20  driving 14:25 15:2,6 23:2  drove 29:14  due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  drive 10:4,7,8,12 15:4,6,9 28:18  failed 19:9 fair 27:17 family 10:16 11:10 farm 5:15 7:20,22 9:25 10:3 11:25 12:4 16:15  Grand 24:15,16,  fact 9:19 22:4 25:12 general 7:25 8:1,2 giving 11:6 give 6:18 9:12 18:11,12,21 31:8 giving 6:8 g		<b>F150</b> 29:14,19 30:7	30:25	healthy 24:4	injuries 5:17 7:11,
drive 10:4,7,8,12 15:4,6,9 28:18 driver's 30:16,20 driving 14:25 15:2,6 23:2 drove 29:14 due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  fact 9:19 22:4 25:12 failed 19:9 failed 1		facilities 5:17			12,13 23:18 24:6,9,
15:4,6,9 28:18       failed 19:9       girifriend 11:6       high 7:4         driver's 30:16,20       fair 27:17       give 6:18 9:12       highest 7:2         driving 14:25       family 10:16 11:10       giving 6:8       hill 23:8,11         15:2,6 23:2       giving 6:8       hills 23:10         drove 29:14       good 5:12 6:22       hips 23:22         due 7:11,12 12:18       good 5:12 6:22         21:2 24:9       farming 7:23         16:15       Graduated 7:4         Farms 7:24 27:16       Grand 24:15,16,		<b>fact</b> 9:19 22:4 25:12	•		
driver's 30:16,20 driving 14:25 15:2,6 23:2 drove 29:14 due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  driving 14:25 family 10:16 11:10 farm 5:15 7:20,22 9:25 10:3 11:25 12:4 19:22,23,24 farming 7:23 16:15  Grand 24:15,16,  pive 6:18 9:12 18:11,12,21 31:8 giving 6:8 good 5:12 6:22 Gotcha 7:13 Graduated 7:4 hill 23:8,11 29:15,24 30:7,3 31:18,20 insure 15:1 insured 13:4 29:17,20 30:2 Internet 13:1 bolder 29:22		failed 19:9	girlfriend 11:6		
driving 14:25 15:2,6 23:2 drove 29:14 due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  driving 14:25 farm 5:15 7:20,22 9:25 10:3 11:25 12:4 19:22,23,24 farming 7:23 16:15  Graduated 7:4 Grand 24:15,16,  Driving 6:8 giving 6:8 good 5:12 6:22 hills 23:10 hills 23:10 hips 23:22 hips 23:22 hips 23:17,20 30:2 Internet 13:1 holder 29:22	driver's 30:16,20	fair 27:17			25 14:22 25:11
15:2,6 23:2       farm 5:15 7:20,22       9:25 10:3 11:25 12:4       good 5:12 6:22       hips 23:22         due 7:11,12 12:18 21:2 24:9       farming 7:23 16:15       Graduated 7:4       history 10:15       insure 15:1         Duffy 5:11,13       Farms 7:24 27:16       Grand 24:15,16,       holder 29:22	driving 14:25	family 10:16 11:10	, ,		29:15,24 30:7,11,12
drove 29:14 due 7:11,12 12:18 21:2 24:9  Duffy 5:11,13  Duffy 5:11,13  Duffy 5:11,13  Duffy 5:11,13  Duffy 5:11,13  Duffy 5:12,14  Duffy 5:12,15  Duffy 5:11,13  Duffy 5:12,15  Duffy 5:11,13  Duffy 5:12,16  Duffy 5:11,13  Duffy 5:12,16  Duffy 5:11,13  Duffy 5:12,16  Duffy 5:11,13				<b>hills</b> 23:10	
due       7:11,12 12:18       farming       7:23       Gottena 7:13       hire       7:12       29:17,20 30:2         21:2 24:9       16:15       Graduated 7:4       history       10:15       Internet 13:1         Duffy       5:11,13       Farms 7:24 27:16       Grand 24:15,16,       holder 29:22       internet 13:1	<b>drove</b> 29:14		•	-	
Duffy 5:11,13    The state of t				hire 7:12	
Farms 7:94:97:16				1	Internet 13:16
		<b>Farms</b> 7:24 27:16		holder 29:22	interpret 6:6
duly 5:7 February/ grandma 14:21 home 10:13,20 introduced	duly 5:7				introduced 5:12
march 40.7   15:13 22:15 25:12	•		•		involved 11:19

 ${\bf MIdeps@uslegal support.com}$ Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

MYERS, JACOB 00/27/2010

Page Index: involvement..piddle

08/27/2018	
involvement 28:2	
<b>Irwin</b> 7:19,24 8:13, 20 11:17 16:5,6,9 17:17 19:19 20:8 27:16	
<b>Irwin's</b> 7:20,22 9:25 10:14 19:22	
<b>issue</b> 15:7	
issues 24:3	
J	
<b>Jacob</b> 5:5,12 6:24, 25 31:12	
Jake 7:1,2	
<b>Jo</b> 8:21,23 16:25 17:12,14,15,18,23 18:1,18,19,20 19:1,2 20:17 21:4,19,21,24 22:19,22,23 25:7 27:23 28:3	
<b>job</b> 16:12,13 17:17 21:2	
<b>jobs</b> 9:23 12:18	
jogger 23:9	

**Johns** 17:1 **July** 9:12 15:11,12 16:2,3,8,9 19:10 30:15 **June** 8:16 13:1 29:14 30:13,15 K

### **keys** 18:9,11,12, 14.15 21:21 kid 21:9 kid's 22:6 23:6 **kind** 6:4 21:12

**knew** 14:23 25:3 knowledge 15:20,21

#### L

lack 5:24 11:18 **Lake** 17:7 26:2 31:3 lawsuit 5:14 lease 18:15,16,23 leasing 18:22 **Ledge** 30:25 31:14 **left** 12:4 **letter** 13:10 letters 14:3 level 7:2 license 30:16,20 31:12 **limp** 16:12 **listed** 30:21

live 27:2 31:6 lived 8:21 **living** 9:24 11:16 28:1 31:17

location 9:25 long 7:24 10:21 11:17 lot 24:19

**Love** 24:15 lung 24:18

#### M

M62035610862 **5** 30:21 made 21:13 31:24 **mail** 17:18,21,22 21:19 32:2 mailing 17:15 **main** 23:21 **Makayla** 29:3,5,

make 6:11 25:6 manslaughter 23:13 manual 15:9 **Mary** 5:14 24:8,16 matter 25:12 May-ish 8:15 mechanic 16:23 Medicaid 31:22, 24 32:4 Medicaid's 32:7 medical 32:3.12 memory 12:9 Metlife 5:15 25:4,8 Michigan 5:1 26:2 30:20 31:1.3

midnight 13:19 mile 23:9 miles 27:20 mind 30:18 **minutes** 17:2,6

**mobile** 32:23 **mom** 17:5 25:25 26:6,7 27:23,25 28:24 29:1

**money** 14:4 month 8:12 9:8 11:22 18:17 20:3 27:9,22 28:1,4,8,15,

Monday 5:2 26:5

monthly 13:24,25 months 5:23 13:5 14:8 16:17 22:17

Morgan 9:3 10:21 11:19,22 12:7 14:10, 21 17:11,14,20 18:3 19:3,5,15 20:13,22 21:8,18,21 22:1 26:11 28:1,4,22 29:23 32:18

Morgan's 31:16 morning 23:10 25:23 26:5 Mountaineer

11:22 12:16 14:21 15:3 23:2 25:1 28:21 29:25 30:2,8,9,10,13

Moutaineer 29:20

move 21:1,7,14 moved 8:23 9:2.3. 7,14,17 19:1 21:7 22:22,23

**moving** 9:9,13 20:14 21:1

Mt 5:1 Myers 5:5 6:24 25:18 30:20

#### Ν

nature 23:4

necessarily 20:23 21:15 needed 8.4 Negative 9:5 **night** 10:13 13:19 14:1 25:13 26:9,11, 15 27:3 32:18 nights 20:17,19 nod 6:4 **normal** 16:15 21:5,6 **north** 17:6

#### 0

**number** 30:21

October-ish 22:15 office 18:22 24:15 once-in-a-while 27:12

online 13:8,9 opinion 21:14 opportunity 31:8 orange 23:10 **owe** 14:3

owned 24:25 Owosso 16:24.25

#### P

**p.m.** 5:3

pacemaker 23:23 24:20 **paid** 10:17 14:1,5 15:23 31:24 **papers** 19:2,3 parent 21:11 parent's 10:9 11:16 17:4 20:19,23 21:1,14 26:3 27:19 31:3

20:13 **parked** 15:15 part 10:18 **parts** 15:23 **party** 18:16 **pay** 13:22 18:17 19:5

**parents** 10:19

**paying** 13:24,25 18:18 19:6.7

Peckham 19:16 people 9:24 percent 19:17 22:5 23:22 26:23 32:1

permanent 21:16 physically 18:22 **piddle** 16:17

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

Phone: 888.644.8080 Lansing | Mt. Clemens | Saginaw | Troy

12

		se to MetLife's M 27, 2018 Deposition		•
YERS, JACOB	Ambit 1. August 2	77, 2016 Deposition	ii of Jacob Miyers	
/27/2018			Pag	e Index: piecetalking
<b>Diece</b> 17:17	<b>quit</b> 21:5	rent 18:17,18,21	27:24	spending 20:17,
<b>Place</b> 17:1,23 18:9	quits 11:11	19:5,6,7	seasonal-type	19
20:17 21:19		reporter 6:5	8:4	spent 26:11 27:3
olan 14:23	R	reporter's 5:25	send 13:10 17:17	split 11:9
plant 24:18	r-c-k 26:23	represent 5:13	sense 15:1	spot 21:4
planting 8:7	<b>R-E-E-S-E</b> 27:1	request 15:19	separated 11:1	<b>spring</b> 8:5 <b>St</b> 17:1
olaypen 18:4 Pleasant 5:1	raise 21:9	response 32:7	<b>set</b> 18:13,15 21:21	
	<b>Rapids</b> 24:16,17,	rest 15:22	severed 23:25	<b>start</b> 8:1,20 20:13 28:13
<b>Doint</b> 8:23 19:18 23:15 24:2 29:19	18,22	retrieve 22:11	severed 23:21,22	<b>started</b> 8:12 9:8,
oole 24:4	reacting 23:12	returned 19:18	She'll 29:11	13 10:8 11:25 15:6
oolicy 12:11,14,22	reaction 23:13	ribs 23:24	shift 10:12	17:9 18:25 20:14,15, 16
13:12,15,17,18,25	reason 10:14	ride 28:17	<b>shoot</b> 8:14 12:25	<b>state</b> 5:15 6:23
14:7,11,14,15,18,22 29:22	29:24 30:5	ridiculously 14:15	shorter 21:3	<b>stay</b> 18:6,17 27:10,
<b>oremium</b> 12:19	recall 8:12 11:22 12:12,24 17:20	<b>Road</b> 26:2 27:4	shortly 9:19	11,22 32:19
13:22	19:15 22:11 23:18	30:25 31:2	shoulders 6:5	<b>stayed</b> 20:23
oremiums 13:24	28:10	romantically	Shrock 26:20	26:16 27:24
present 25:6 31:6	recalled 12:21	11:19	shrug 6:5	<b>staying</b> 10:8,19 17:10,12 20:13
oretty 8:7 22:25	received 5:16 24:8	<b>room</b> 20:24 21:15 32:20,21	sign 18:23 19:3	27:21
previous 23:1	receiving 17:20,	<b>ROSSI</b> 25:17	signed 19:1	stopped 26:5,7
<b>Prior</b> 7:25 8:16	22 21:19	30:19,25 31:13	single 21:11	<b>strip</b> 15:19
14:9 20:4,7 24:3	recollection	32:24	<b>Sir</b> 7:21	stripped 15:16,24
problem 21:8	9:14	rough 21:4	sister's 28:24	<b>stuff</b> 22:8,12
Progressive 14:6,7,12 30:3,5	reconstructed	rules 5:24	sisters' 29:2	stupid 16:17
prompt 6:8	record 30:19	runner 23:12	sleeping 20:25	<b>summer</b> 11:13
providers 32:3	31:11	<b>Ryan</b> 5:13	<b>small</b> 20:12	16:16
oulled 32:21	Reese 26:18 27:2,	S	<b>SNOW</b> 8:5	summertime 9:17
ourchase 11:21	10,11,13,14		<b>sold</b> 15:18,22 16:2, 3 19:9 30:10	support 10:16
ourchased 11:23	<b>Reese's</b> 26:19 27:17,19,21	S-H-O-C-K 26:22	sound 25:20	sustained 5:17
14:11	reflect 30:19 31:11	Sage 11:4 18:4	sounds 6:22 9:2	7:11 23:18,20 24:23
out 14:21 25:13	refreshes 12:9	20:13 22:1 26:13 28:22,25 32:18	13:4	swerved 23:3
outting 25:10	rejecting 32:9,11	sake 5:25	speaking 21:5	sworn 5:7
	related 5:16 24:23	<b>Save</b> 5.25	Spectrum 5:13	
Q	relation 16:25	school 7:4 32:22	24:8	Т
question 6:13,20,	relationship	scrapes 24:1	<b>spell</b> 26:21,22,25 27:5 29:5	tagged 21:13
21 24:11	9:25 11:2 17:3	scrapes 24.1	<b>spelling</b> 26:24	talk 7:13 19:8
questions 6:1 9:22 25:15	removed 30:8,9	season 8:8 12:4,6	spend 26:9,15 32:18	talking 11:13

MYERS, JACOB 08/27/2018

Page Index: tax..yo MSC 3/11/2021 4:44:55 PM type 10:2 13:10 tax 12:4,6 worked 7:9,18,20 15:8 15:25 telephone 25:7 typically 27:16 working 8:12,20 tells 13:17 10:9,14 11:17,25 tendency 6:4 16:5,6,9,12,23 17:9 U 19:12,15,16,18,21 term 5:24 11:18 20:2,6 28:4,7,23 terms 11:1 **Uh-huh** 5:19 8:17 workweek 27:24 20:9 31:10 testified 5:9 **worn** 31:2 understand 6:12 testify 5:7 wreck 7:8 23:13,14 understanding testimony 9:1 wrong 9:2 30:23 17:23 23:1 20:22 23:2 understood 6:16 thing 13:17 21:10 Υ 27:12 unpaid 5:15 thinking 23:15 year 21:12 22:24, V **time** 6:9,18 9:7,24 25 32:21 11:1,13 12:7 14:25 years 8:2 27:15 15:2 16:5,7,10,14,21 vehicle 14:11 17:19 18:16 19:9,17 **yo** 10:2 15:3,5,6,8 24:25 20:5,12,24 21:18 25:11 28:20 29:15, 22:7,9 23:11 24:25 17 25:3,21 26:4 27:3 vehicles 15:2 29:19 31:6 32:20 verbal 6:2 **Tire** 16:24 19:13 20:6 Vernon 26:2 31:2 32:14 **title** 15:4 29:22 visit 24:21 today 30:16 told 28:9 32:13 W tools 22:8 top 23:11 walked 7:24 23:24 transplant 24:18 24:1 watch 28:22,25 treat 24:15,16 treating 24:11,14 week 10:9,20 16:4 treatment 5:16 weeks 20:4,7 24:8 31:24 West 26:2 31:2 trick 6:11 32:14 truck 15:17,18,22 **whatnot** 12:18 19:9 20:5 winter 22:24 true 8:10 9:4 17:7 **work** 8:4 10:21 20:8 21:16 28:7 15:13 16:18 20:1 truth 5:7,8 21:13 24:18 27:11, 16 28:11 **turned** 31:17 workday 26:5

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

# EXHIBIT 2

### In the Matter Of:

MECOSTA CTY. MED. CENTER, ET AL vs METRO GROUP PROPERTY & CASUALTY INS CO, ET AL MORGAN WATSON

August 27, 2018

Prepared for you by



Bingham Farms/Southfield • Grand Rapids Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

## WATSON, MORGAN 08/27/2018

Pages 1–4

	27/2018				Pages 1-
	WITNESS, DATE	Page 1	1	CHIOMA NWACHUKWU	Page
1	STATE OF MICHIGAN		2	Hewson & Van Hellemont, PC	
2	IN THE CIRCUIT COURT FOR THE COUNTY OF KENT		3	25900 Greenfield Road	
3			4	Suite 650	
4	MECOSTA COUNTY MEDICAL CENTER,		5	Oak Park, Michigan 48237	
5	d/b/a SPECTRUM HEALTH BIG RAPIDS,		6	(248) 968-5200	
6	SPECTRUM HEALTH PRIMARY CARE		7	Cnwachukwu@vanhewpc.com	
7	PARTNERS, d/b/a SPECTRUM HEALTH			_	
8	MEDICAL GROUP; MARY FREE BED		8	Appearing on behalf of the Defenda	ant State Farm.
9	REHABILITATION HOSPITAL; and MARY		9		
10	FREE BED MEDICAL GROUP,		10		
11	Plaintiffs,		11		
12	vs. Case No. 17-07407-NF		12		
13	Hon. DENNIS B. LIEBER		13		
14	METROPOLITAN GROUP PROPERTY		14		
15	AND CASUALTY INSURANCE COMPANY;		15		
16	and STATE FARM MUTUAL AUTOMOBILE		16		
17	INSURANCE COMPANY,		17		
18	Defendants.		18		
19			19		
20	The Deposition of MORGAN WATSON,		20		
21	Taken at 300 North Main Street,		21		
22	Mt. Pleasant, Michigan,		22		
23	Commencing at 12:57 p.m.,		23		
24	Monday, August 27, 2018,		24		
25	Before Rebecca A. Sandborn, CSR-6107.		25		
		D 2			D
1	APPEARANCES:	Page 2	1	TABLE OF CONTENTS	Page
2			2		
3	RYAN P. DUFFY		3	Witness	Page
4	Miller Johnson		4	MORGAN WATSON	
5	45 Ottawa SW				
	45 Octawa Sw		5		
6	Suite 1100		5 6	EXAMINATION BY MR. DUFFY	5
6 7	Suite 1100			EXAMINATION BY MR. DUFFY EXAMINATION BY MR. ROSSI	5 30
			6	EXAMINATION BY MR. ROSSI	
7	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700		6 7		30
7 8 9	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com		6 7 8 9	EXAMINATION BY MR. ROSSI	30
7 8 9 10	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700		6 7 8 9	EXAMINATION BY MR. ROSSI	30
7 8 9 10 11	Suite 1100  Grand Rapids, Michigan 49501  (616) 831-1700  Duffyr@millerjohnson.com  Appearing on behalf of the Plaintiffs.		6 7 8 9 10	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU	30
7 8 9 10 11	Suite 1100  Grand Rapids, Michigan 49501  (616) 831-1700  Duffyr@millerjohnson.com  Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI		6 7 8 9 10 11	EXAMINATION BY MR. ROSSI	30
7 8 9 10 11 12	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs. CHRISDON F. ROSSI The Rossi Law Firm, PLLC		6 7 8 9 10 11 12	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue		6 7 8 9 10 11 12 13	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30
7 8 9 10 11 12 13 14	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306		6 7 8 9 10 11 12 13 14	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15	Suite 1100  Grand Rapids, Michigan 49501  (616) 831-1700  Duffyr@millerjohnson.com  Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI  The Rossi Law Firm, PLLC  40950 Woodward Avenue  Suite 306  Bloomfield Hills, Michigan 48304		6 7 8 9 10 11 12 13 14 15	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292		6 7 8 9 10 11 12 13 14 15 16	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17 18	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292		6 7 8 9 10 11 12 13 14 15 16 17 18	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17 18	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17 18	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17 18 19 20	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17 18 19 20	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Suite 1100 Grand Rapids, Michigan 49501 (616) 831-1700 Duffyr@millerjohnson.com     Appearing on behalf of the Plaintiffs.  CHRISDON F. ROSSI The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Crossi@rossilawllc.com		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	EXAMINATION BY MR. ROSSI EXAMINATION BY MS. NWACHUKWU  EXHIBITS	30 37

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

Pages	5–8

U8/ <sub>4</sub>	2//20	018			Pages 5–
1		Page 5	1		Page '
1		Pleasant, Michigan	1		question will you let know that?
2		lay, August 27, 2018	2	Α.	Yes.
3	12:5	57 p.m.	3	Q.	If you don't, I'm going to assume that you understood
4			4		it and answered appropriately, okay?
5		MORGAN WATSON,	5	Α.	Okay.
6		was thereupon called as a witness herein, and after	6	Q.	So with that being said, can you state your full name?
7		having first been duly sworn to testify to the truth,	7	Α.	Morgan Florabell Watson.
8		the whole truth and nothing but the truth, was	8	Q.	Morgan, what is your highest level of education?
9		examined and testified as follows:	9	Α.	12th grade graduate.
10	D	EXAMINATION	10	Q.	Where did you graduate from?
11		R. DUFFY:	11	Α.	Owosso High School.
12	Q.	Hi, Morgan. I know I introduced myself but I'm Ryan	12	Q.	What year was that?
13		Duffy. I represent Spectrum Health and Mary Free Bed	13	Α.	2013.
14		and we're here because my clients have sued MetLife	14	Q.	And are you currently employed?
15		and State Farm for some unpaid bills related to Jacob	15	Α.	Yes.
16		Myers' treatment.	16	Q.	What do you do?
17		So my first question is: Have you ever had	17	Α.	I work at an assisted living home.
18		your deposition taken before?	18	Q.	Okay. How long have you worked there?
19	Α.	Yes.	19	Α.	This will be my second week.
20	Q.	And you're probably referring to when you had an	20	Q.	Okay. Are you a CNA?
21	_	examination under oath	21	Α.	I'm not I don't I'm going to school for it.
22	Α.	Yes.	22	Q.	Okay.
23	Q.	with Ms. Rossi?	23	Α.	In the process.
24	A.	Yes.	24	Q.	Before the assisted living home where did you work?
25	Q.	I'm just going to do a brief review of what we call	25	A.	Kem Krest out of Fowlerville, Michigan.
		Page 6			Page
1		the ground rules and most of them are for the court	1	Q.	And is that a line factory?
2		reporter's sake, who's sitting to your left and my	2	A.	Production.
3		right, and she's taking down everything that's being	3	Q.	Okay. And how long did you work at Kem Krest?
4		said and we want to make sure when it comes down on a	4	Α.	November of 2017 is when I started and July of 2018.
5		piece of paper it reads just how it happened, so with	5	Q.	And then how about before Kem Krest, where were you
6		that, we need verbal answers to all the questions,	6		working?
7	_	okay?	7	Α.	Spartan Motors out of Charlotte, Michigan.
8	Α.	Okay.	8	Q.	And so you worked there until November-ish of 2017 at
9	Q.	Everybody has a tendency to say uh-huh, shrug their	9		Spartan Motors?
10		shoulders, nod their heads but the court reporter	10	A.	It was about two months I think I was let go. I was
11		can't interpret that as a yes or no, so if I prompt	11	_	laid off in August.
12		you for a yes or no, I'm not giving you a hard time;	12	Q.	Okay. Of '17?
13	_	it's for the court reporter, okay?	13	Α.	Yes.
14	Α.	Okay.	14	Q.	When did you start working at Spartan? I don't need
15	Q.	The other thing is I know we had said we don't	15		exact dates, just roughly.
16		anticipate this being very long at all but if you need	16	A.	It might have been maybe June or July.
17		a break at any time to use the restroom, stretch your	17	Q.	Okay. So you worked there for a couple months
18		legs, whatever, I'm happy to give you a break. The	18	A.	Yes.
19		only catch to that is if I have a question out there	19	Q.	in 2017?
20		you finish answering that last question and you can	20		Let me ask you this: I saw somewhere in
21		take a break, okay?	21		previous testimony that you worked at Linn Products a
22	Α.	Okay.	22		some time?
23	Q.	And the other thing is I'm not here to try to trick	23	Α.	Yep, that would have been the next one.
		you or make you answer something that you shouldn't	24	Q.	And so what was your work or how long did you work for
24 25		answer, so if at any point you don't understand my	25	χ.	Linn Products, start and stop dates roughly?

rages	9-1	 F

U8/2	21/2	018			Pages 9–12
1	Α.	$$\operatorname{Page} 9$$ I worked there for a duration of about five months.	1	Q.	Page 11 And do you know roughly start/stop times, months for
2	Q.	Okay.	2		Peckham?
3	A.	And I want to say started in April of 2017.	3	A.	I want to say it was March of 2015 and May of 2016.
4	Q.	2017?	4	Q.	So you worked for them for about 14 months then?
5	A.	Yes.	5	A.	Yes.
6	Q.	In I want to go back even a year further. So in	6	Q.	So what is your what is your current address?
7		the spring late winter, early spring of 2016 do you	7		Where do you currently reside right now?
8		recall where you were working at that time?	8	A.	20800 Ithaca Road, Brant, Michigan.
9	A.	I want to say it would have been Hometown Grocery in	9	Q.	And who lives there with you?
10		Barryton.	10	A.	Myself, my daughter and my sister.
11	Q.	And that's when you were living with your grandmother	11	Q.	What your sister's name?
12		Jo Ann Hyatt?	12	A.	Shawna Dingler.
13	A.	No.	13	Q.	When did you move into that address?
14	Q.	So that's really what in March of '16 you think you	14	A.	July of this year.
15		were working at the grocery store?	15	Q.	Where were you living prior to that?
16	A.	March no.	16	A.	With my grandmother in Lansing.
17	Q.	Okay. Don't let me confuse you.	17	Q.	And what your grandmother in Lansing's name?
18	A.	I'm trying to remember. I don't remember when I	18	A.	Denise Hawkins.
19		started at the grocery store	19	Q.	So how long had you lived with Denise?
20	٥.	Okay.	20	Α.	I moved in, I want to say, sometime in February of
21	Α.	what year. I know I started there at the end of	21		2017.
22		school when I had moved in with Jacob's parents, when	22	Q.	And you lived with your other grandmother Denise
23		Jacob and I had moved in with his parents. I don't	23	۷.	Hawkins all the way to sometime in July of this year?
24		remember what year it was though.	24	Α.	Yes.
25	Q.	When you said end of school, do you mean when you	25	Q.	So almost a year and a half with your grandmother
23	۷٠			۷٠	
1		Page 10 graduated high school?	1		Page 12 Hawkins?
2	A.	No. His sisters were in school and we had to wait for	2	A.	Yes.
3		them to be done with school so I could have a	3	Q.	Prior to living with Denise Hawkins and moving in with
4		babysitter	4		her in February of '17 where did you live?
5	Q.	Okay.	5	A.	With Jacob and his parents.
6	A.	when I had to go to work.	6	Q.	And would that be at 11328 West Vernon?
7	Q.	And so are we talking in 2016? Let me strike that for	7	A.	Correct.
8		a second. Let me back up.	8	Q.	That's Lake, Michigan?
9		Do you recall the accident happened	9	A.	Yes.
10		August 15th of 2016?	10	Q.	So at some point you purchased a 2003 Mercury
11	A.	Okay. Yes.	11	~	Mountaineer; do you recall that?
12	Q.	So does that refresh your memory	12	A.	Yes.
13	A.	Yes, it does.	13	0.	And it's my understanding that you purchased it with a
14	Q.	of the time frame?	14	×.	tax tax return?
L5	×.	So when you say that you started working at	15	A.	Yes.
16		the grocery store that would have been in the June	16	Q.	Do you remember what month?
17		time frame of 2016?	17	о. А.	I want to say it was February or March.
18	A.	Yes, that is correct.	18	Q.	So right when you got your tax return
19	Q.	Before that what was the job you had before that?	19	Ų. <b>A.</b>	Yes.
20	ų. <b>Α.</b>	A company Peckham out of Lansing.	20	Q.	you took the money out and you bought it?
20 21			21	Ų. <b>A.</b>	Yes.
21 22	Q. A	Is that another production line?	22		
	<b>A.</b>	Sewing, yes.	1	Q.	And was that tax return entirely yours?
23	Q.	And so you were working so when you moved in with	23	<b>A.</b>	Yes.
24		Jo Ann Hyatt you were working for Peckham?	24	Q.	So from working at Peckham the year before you got a
25	Α.	Correct.	25		tax return?

### WATSON, MORGAN

1	Α.	Page 13	1		Page vehicle.
2	Q.	And where did you go to buy the Mountaineer?	2	A.	First of all, it started out Jacob and I went through
3	ų. <b>Α.</b>	What was the name of that place? Masters Auto out of	3	A.	Esurance to get insurance on our own. He started
1	Α.	St. Johns.	4		having problems with work and became in between jobs
	Q.	And you paid cash, I take it, for it?	5		and we were unable to afford it.
	Q. <b>A.</b>	Yes.	6	Q.	Okay.
	Q.	And then did you do title paperwork and all those	7	Ų. <b>A.</b>	So we dropped Esurance and that was when I had asked
	Q.	types of things with the dealer?	8	A.	my grandmother if she would insure it for me.
	A.	Yes.	9	Q.	So you took a policy out with Esurance?
			10	~	
	Q.	And did you title it in your name?		A.	Not to my knowledge, no. It was under my grandmothe
	<b>A.</b>	Jacob Myers and I titled it in both of our names.	11	Q.	No. I mean, when you first bought the car did you
	Q.	And then you drove it back to your grandma Hyatt's	12		ever take a policy out with Esurance?
		place, correct?	13	A.	Yes.
	Α.	Yes.	14	Q.	So you took a policy out with Esurance and then you
	Q.	Because you were living with her at the time of the	15		figured out financially you guys couldn't pay the
		purchase?	16	_	premiums on it?
	A.	Yes.	17	A.	Correct.
	Q.	Now, the tax return, was that in the form of a paper	18	Q.	How long did you have that policy with Esurance?
		check that you got back in the mail?	19	A.	Maybe two or three months.
	A.	Direct deposited.	20	Q.	Okay. And then at that point did you physically
	Q.	And what bank would that have been with?	21		cancel the policy with Esurance?
	A.	PNC out of Lansing.	22	A.	Yes.
	Q.	Do you still bank with PNC?	23	Q.	Did they send you a letter saying your policy has be
	A.	No, I do not.	24		cancelled?
	Q.	But at that time you banked with PNC?	25	A.	I do not remember.
		Page 14			Page
	A.	Correct.	1	Q.	Okay. Do you remember calling somebody and telling
	Q.	And if you were to get mail from PNC would it come to	2		them you need to cancel?
		at that time would it have come to grandma Hyatt's	3	A.	Yes.
		place?	4	Q.	So you physically talked to somebody and told them
	A.	Yes.	5		were cancelling the policy?
	Q.	Who else at the time of the purchase were you living	6	A.	Jacob did.
		with at grandma Hyatt's place?	7	Q.	So Jacob did that?
	A.	Myself, Jacob, my grandmother and my daughter.	8	A.	Yes.
	Q.	And your daughter's name is Sage?	9	Q.	And then after you heard that Jacob had cancelled the
	A.	Correct.	10		policy did you ever get a bill from Esurance again?
	Q.	And at that time she was only a couple years old?	11	A.	No.
	A.	Yeah.	12	Q.	Do you recall what month that would have been that
	Q.	When you bought the vehicle in March of around	13		Jacob cancelled the policy?
		March of 2016 was Jacob working?	14	A.	No, I do not remember.
	A.	He was in between jobs.	15	Q.	Did you live with grandma Hyatt at the time of the
	Q.	So he was unemployed at that time?	16		cancellization?
	A.	Yes.	17	A.	Yes.
	Q.	So you get the vehicle home to Grandma Hyatt, and I	18	Q.	So then after that's cancelled you decide you still
	-	only use that phrase so we keep your grandmothers	19	-	need insurance on the vehicle, true?
		separate, you want to you want to make sure the	20	A.	Yes.
		vehicle is insured; is that correct?	21	0.	And you talked to your grandmother Jo Ann Hyatt abo
	A.	Uh-huh.	22	ו	that, true?
	Q.	Yes?	23	A.	Yes.
	v.	ICD:	43	и.	100.
}	A.	Yes.	24	Q.	And then at some point from what I understand is that

25

25

both of you sat down while Grandma Hyatt called

So talk to me how you went about to insure the

8/27/2018		Pages 17–20	

UO/ 2	2 1 / 20	016			Pages 17–20
1		Page 17 MetLife Insurance?	1	7	Page 19
1			1	A.	No.
2	A.	Correct.	2	Q.	Just one price and that was it?
3	Q.	So you were there when she talked to somebody over the	3	Α.	Yes.
4	_	phone?	4	Q.	Okay. And how were you supposed to pay that premium,
5	Α.	Yes.	5		we'll call it?
6	Q.	Was the phone on speaker or anything or was it just	6	A.	I was working. I'd give her the \$200. I got paid
7		Ms. Hyatt talking?	7		every other week. So I would give her 200 out of my
8	A.	It was just my grandmother talking.	- 8		paycheck to my grandmother.
9	Q.	Do you recall when that happened?	9	Q.	So you paid Grandma Hyatt directly?
10	A.	I do not.	10	A.	Yes.
11	Q.	And, once again, when you strike that.	11	Q.	Did you do it over the computer or did you just give
12		When Jo Ann Hyatt had that phone call as	12		her \$200 cash?
13		you're sitting there you're still living with Grandma	13	A.	Cash.
14		Hyatt?	14	Q.	Did you make all your payments in a timely manner to
15	A.	Correct.	15		Grandma Hyatt?
16	Q.	Is Jacob still living there?	16	A.	Yes.
17	A.	Yes.	17	Q.	Did you ever have to miss a payment for any reason?
18	Q.	Did you ever talk to anyone from MetLife?	18	A.	I did. Unfortunately, I don't remember when but my
19	A.	Not personally, no.	19		daughter had gotten sick, I missed some work, so.
20	Q.	Did Ms. Hyatt, Grandma Hyatt, tell them that the	20	Q.	And was Grandma Hyatt upset by that or did she
21		vehicle was titled in your name?	21		understand because your daughter was sick?
22	A.	Yes.	22	A.	She understood.
23	Q.	Did she tell them that the car was going to be garaged	23	Q.	Once again, that missed payment happened while you
24	χ.	or kept at Grandma Hyatt's place?	24	χ.	were living with Grandma Hyatt?
25	A.	Yes.	25	A.	Yes.
1	Q.	Page 18  Did she tell them that you were going to be the	1	٥.	Page 20 If you recall, how many payments did you make to
2	Ų.	primary driver?	2	Q.	
3	7	Yes.	3	7	Grandma Hyatt?
	A.			A.	Three or four maybe.
4	Q.	And then there was some sort of price or quote given;	4	Q.	And was there a missed payment included in those three
5	_	is that true?	5	_	or four?
6	Α.	Yes.	6	Α.	No.
7	Q.	When you were sitting there did you know how much per	7	Q.	So you made three or four in a row?
8		month you were going to have to pay?	8	A.	Yes.
9	A.	Yes.	9	Q.	And then you had to miss a payment?
10	Q.	What was your understanding of that?	10	A.	Yes.
11	A.	As far as I can remember, it was around 200 a month.	11	Q.	And then did you make a payment after the missed
12	Q.	And so she's on the phone with MetLife, gives them the	12		payment?
13		information and then she tells you while she's still	13	A.	No.
14		on the phone with MetLife that it's going to be an	14	Q.	Why is that?
15		extra \$200 a month?	15	A.	We had moved out.
16	A.	Yes.	16	Q.	Okay.
17	Q.	And that was something you guys felt you could afford?	17	A.	And I had not started working again yet and she
18	A.	Yes.	18		understood that.
19	Q.	Was Jacob there or just you and Grandma Hyatt?	19	Q.	So the car so she kept paying the payments herself?
20	A.	Just me and Grandma.	20	A.	Yes, she did.
21	Q.	And at no point was there other prices given or other	21	Q.	And she communicated to you that that was okay until
22		quotes, meaning we could do this for 200 or we could	22		you got employment?
23		do this for 250?	23	A.	Yes.
24	A.	No.	24	Q.	Do you recall when that conversation happened?
25	Q.	Anything of that nature?	25	A.	We moved out of my grandma Jo Ann's the end of May,
Ĺ	~ -				

D	$^{1}$	$\sim 1$
Pages	- / I	-14
I ugos		

00,2	_ , , _	018			Pages 21–2
1		Page 21 beginning of June, but I was still both Jacob and	1		Page 2
					Sage?
2		myself were still getting mail there, we were still	2	A.	Correct.
3		there frequently. We never quite fully moved out even	3	Q.	But then there would be times where you guys would
4		after the accident. We were still getting mail there	4		make amends and get back together?
5		but I we had moved out initially the beginning of	5	A.	Correct.
6		May no, end of May, beginning of June.	6	Q.	At the time Grandma Hyatt asked Jacob to leave what
7		MR. ROSSI: What year, ma'am?	7		was the state of your and Jacob's relationship?
8		THE WITNESS: 2016.	8	A.	We had broken up for a time being of just issues
9		MR. ROSSI: Thank you.	9		between the two of us and it was myself and Jacob who
10	BY I	MR. DUFFY:	10		mutually agreed for him to leave for a little while.
11	Q.	So let's talk about that for a second. So your	11	Q.	So not only so the reason that Jacob left because
12		grandmother Hyatt told us in her deposition that she	12		you had a strained relationship and you mutually
13		was unclear about when you moved out exactly in terms	13		agreed it was better for him to leave?
14		of months and the exact date but she was sure that	14	A.	Yes.
15		Jacob moved out first. Does that ring a bell with you	15	Q.	And you stayed behind at Grandma Hyatt's?
15 16		at all?	16	Ų. A.	
					Yes.
17	A.	He wasn't staying there. Him and my grandmother had	17	Q.	So do you have a driver's license with you?
18		kind of had a falling out so he was staying with	18	A.	Yes, I do.
19		friends in Owosso and then we had both made the	19	Q.	Can I see it?
20		conscious decision to move to his parents together.	20		MR. DUFFY: So let the record reflect that
21	Q.	So at some point he's not staying there but you are?	21		Ms. Morgan [sic] has handed me a Michigan driver's
22	A.	Correct.	22		license issued on 8/8/2016 and expires on 8/9/2020.
23	Q.	About how long is that time period?	23		The address is 1260 Sunview Drive, Apartment five, St
24	A.	Less than a month.	24		Johns, Michigan 48879. Does anybody else want to see
25	Q.	Do you remember when Jacob first moved out to go stay	25		it?
					Door
1		Page 22 with his friend in Owosso?	1		Page 2 MS. NWACHUKWU: Did you want to ask her
2	A.	I do not.	2		about that?
3	Q.	Do you know even can you even recall what month	3		MR. DUFFY: No, I will.
4	~	that might have been?	4	BY N	r. duffy:
5	A.	Maybe late April, early May.	5	0.	So on the back there is a sticker some of it is
6	Q.	Okay. So even though he's living with a friend in	6	۷.	rubbed off but the address appears to be 9800 Guinea
7	Q.		7		Road in Grand Ledge?
		Owosso you're staying with Grandma Hyatt but you're			5
8	_	both still receiving mail there?	8	Α.	Yes.
u	A.	Correct.	9	Q.	What address is that?
9	Q.		110		
10	Q.	And from talking to Grandma Hyatt at her dep at that	10	A.	My Grandma Denise's address in Lansing.
10 11	Q.	and from talking to Grandma Hyatt at her dep at that time she lived in a two-bedroom place?	11	Q.	My Grandma Denise's address in Lansing.  When did you get that address added to the back of
10 11	ų. A.	-			
10 11 12		time she lived in a two-bedroom place?	11		When did you get that address added to the back of
10 11 12 13	Α.	time she lived in a two-bedroom place?  Correct.	11 12	Q.	When did you get that address added to the back of your license?
10 11 12 13 14	Α.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there	11 12 13	Q. <b>A.</b>	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.
10 11 12 13 14	<b>A.</b> Q.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?	11 12 13 14 15	Q. A. Q. A.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?
10 11 12 13 14 15	A. Q. A.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.	11 12 13 14 15 16	Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's
10 11 12 13 14 15 16	A. Q. A. Q. A.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.	11 12 13 14 15 16 17	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your
10 11 12 13 14 15 16 17	A. Q. A. Q.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you	11 12 13 14 15 16 17 18	Q. A. Q. A.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.
10 111 12 13 14 15 16 17 18	A. Q. A. Q. A. Q.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?	11 12 13 14 15 16 17 18 19	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm
10 11 12 13 14 15 16 17 18 19 20	A. Q. A. Q. A. Q. A.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?  Yes.	11 12 13 14 15 16 17 18 19 20	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time. And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm handing Ms. Morgan her license back Morgan Watson
10 11 12 13 14 15 16 17 18 19 20 21	A. Q. A. Q. A. Q.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?  Yes.  And so there would be periods where you guys would	11 12 13 14 15 16 17 18 19 20 21	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time. And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm handing Ms. Morgan her license back Morgan Watson Sorry I keep calling you Ms. Morgan. It should be Ms
10 11 12 13 14 15 16 17 18 19 20 21	A. Q. A. Q. A. Q. A.	Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?  Yes.  And so there would be periods where you guys would break up or not be romantically involved; is that	11 12 13 14 15 16 17 18 19 20 21 22	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm handing Ms. Morgan her license back Morgan Watson.  Sorry I keep calling you Ms. Morgan. It should be Ms. Watson.
10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Q. A. Q. A. Q. A.	time she lived in a two-bedroom place?  Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?  Yes.  And so there would be periods where you guys would	11 12 13 14 15 16 17 18 19 20 21 22 23	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm handing Ms. Morgan her license back Morgan Watson. Sorry I keep calling you Ms. Morgan. It should be Ms.
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Q. A. Q. A. Q. A.	Correct.  And that you and Sage and then when Jacob was there had one bedroom?  Yes.  And Grandma Hyatt had the other bedroom?  Yes.  And it's my understanding there were times where you and Jacob's relationship was tenuous or strained?  Yes.  And so there would be periods where you guys would break up or not be romantically involved; is that	11 12 13 14 15 16 17 18 19 20 21 22	Q. <b>A.</b> Q. <b>A.</b> Q.	When did you get that address added to the back of your license?  That was shortly after I had moved in the last time.  And that would be February of '17?  Yes.  Prior to that you had left your Grandma Hyatt's address on your  Correct.  MR. DUFFY: So let the record reflect I'm handing Ms. Morgan her license back Morgan Watson.  Sorry I keep calling you Ms. Morgan. It should be Ms. Watson.

27/2018	Pages 25–28
---------	-------------

		018			Pages 25–2
1		Page 25	1		Page 2
1		Our astute court reporter had just pointed	1		could you could go there when you needed to go
2		that out. Feel free to correct me when I get things	2		there?
3		like that wrong.	3	Α.	Yes.
4		R. DUFFY:	4	Q.	And if you and Jacob's relationship were to get
5	Q.	Now, I notice that it was issued in August 8th of	5		tenuous again at that time frame
6		2016?	6	A.	Uh-huh.
7	A.	Correct.	7	Q.	in summer of 2016 you probably would have returned
8	Q.	And from what I've seen in some deposition and	8		back to Grandma Hyatt's?
9		examination under oath testimony, you physically went	9	A.	Yes.
10		down to the Secretary of State around that time to	10	Q.	So at that time Grandma Hyatt's was a home base for
11		renew your license; correct?	11		you?
12	A.	Yes, yes, I did.	12	A.	Yes.
13	Q.	You chose not to switch the address; is that true?	13	Q.	Now, earlier you testified, and correct me if I'm
14	A.	I forgot to change my address. I had a lot going on	14		wrong, that even after the accident you weren't, I
15		that day. I had my two-year-old with me and the	15		think you said, fully moved out of Grandma Hyatt's
16		Secretary of State is quite a boring place for a	16		place?
17		two-year-old. I initially I forgot to change my	17	A.	Correct.
18		address even though we were not still completely fully	18	Q.	What do you mean by that?
19		moved in. I had planned on changing my address but I	19	A.	Still receiving mail there, still had some of my
20		never got around to it.	20		mine and my daughter's belongings there.
21	Q.	And so at that time August 8th when you say you	21	Q.	Did you still have keys to the apartment?
22		weren't completely moved in, is that to mean you	22	A.	Yes, I did.
23		weren't completely moved out of Grandma Hyatt's place?	23	Q.	When did you give those keys back?
24	A.	Correct, we were still receiving mail and I still had	24	A.	I did not give the keys back until she had moved out
25		some of my belongings there.	25		of the apartment.
		D 04			-
1	Q.	Page 26 That was what I was going to ask you next. So you	1	Q.	Page 2 Okay. And that's when she stayed I believe in the
2	Q.	were still receiving mail at Grandma Hyatt's, true?	2	Q.	same complex, just moved to a different apartment?
3	Α.	Correct.	3	A.	That was way before the accident. We had started in
4	Q.	And you still had some of your belongings there?	4	A.	one apartment, then moved to another apartment and
5	Ų. <b>A.</b>	Correct.	5		then Jacob and I had started to move out.
				0	
6	Q.	In fact, your Grandma Hyatt told us that Sage still	6	Q.	Right. And then
7		had a baby bed there?	7	A.	She moved out of the apartment complex and moved in
8	A.				
ч		Yep.	8		with a boyfriend.
9	Q.	And that some of Sage's and your clothing was still	9	Q.	<pre>with a boyfriend. And that was well after the accident?</pre>
10		And that some of Sage's and your clothing was still there?	9 10	A.	<pre>with a boyfriend. And that was well after the accident? Yes.</pre>
10 11	Α.	And that some of Sage's and your clothing was still there?  Correct.	9 10 11	<b>A.</b> Q.	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back?</pre>
10 11 12		And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer	9 10 11 12	<b>A.</b> Q. <b>A.</b>	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes.</pre>
10 11 12 13	Α.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's	9 10 11 12 13	<b>A.</b> Q.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went
10 11 12 13 14	Α.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay	9 10 11 12 13 14	<b>A.</b> Q. <b>A.</b>	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes.</pre>
10 11 12 13 14 15	Α.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?	9 10 11 12 13 14 15	A. Q. A. Q. A.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes.
10 11 12 13 14 15 16	Α.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.	9 10 11 12 13 14 15 16	A. Q. A. Q.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time
10 11 12 13 14 15 16 17	<b>A.</b> Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that	9 10 11 12 13 14 15 16 17	A. Q. A. Q. A.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.
10 11 12 13 14 15 16 17 18	A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.	9 10 11 12 13 14 15 16 17	A. Q. A. Q. A.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question. At the time of the accident did you have a
10 11 12 13 14 15 16	A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that	9 10 11 12 13 14 15 16 17	A. Q. A. Q. A.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.
10 11 12 13 14 15 16 17 18	A. Q. A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that room sometimes?	9 10 11 12 13 14 15 16 17	A. Q. A. Q. A.	with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question. At the time of the accident did you have a
10 11 12 13 14 15 16 17 18 19	A. Q. A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that room sometimes?  Yes.	9 10 11 12 13 14 15 16 17 18	A. Q. A. Q. A. Q.	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.</pre>
10 11 12 13 14 15 16 17 18 19 20	A. Q. A. Q. A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that room sometimes?  Yes.  Did you have a key to Grandma Hyatt's place?	9 10 11 12 13 14 15 16 17 18 19 20	A. Q. A. Q. A. Q.	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.</pre>
10 11 12 13 14 15 16 17 18 19 20 21	A. Q. A. Q. A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that room sometimes?  Yes.  Did you have a key to Grandma Hyatt's place?  Yes, I did.	9 10 11 12 13 14 15 16 17 18 19 20 21	A. Q. A. Q. A. Q.	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.</pre>
10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q. A. Q. A. Q.	And that some of Sage's and your clothing was still there?  Correct.  And Grandma Hyatt told us sometime during that summer even after you started transitioning to Jacob's parents how you would still come back and stay occasionally once in a while; is that true?  Yes.  So you and Sage would come spend the night in that room sometimes?  Yes.  Did you have a key to Grandma Hyatt's place?  Yes, I did.  And even after you started moving in with Jacob's	9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q. A. Q. A. Q. A. Q. A.	<pre>with a boyfriend. And that was well after the accident? Yes. Okay. And that's when you gave the keys back? Yes. So is it true that even after the accident you went back to Grandma Hyatt's occasionally? Yes. Do you recall when you got a job during that time frame after let me bad question.</pre>

08/2	27/2	018			Pages 29–3:
1	Α.	Page 29 Barryton, Michigan.	1	Α.	Page 3.
2	Q.	And I'm a little familiar with this area but not	2	Q.	Who would primarily drive the Mountaineer?
3	۷.	entirely familiar with this area. Is that closer to	3	Α.	I did.
4		Lake or closer to St. Johns?	4	0.	Did Jacob ever drive the vehicle?
5	Α.	Lake.	5	х. А.	Occasionally, yes.
6	Q.	Where was Jacob, if at all, working at the time of the	6	Q.	Where would he drive the vehicle to?
7	Q.	accident?	7	Q. A.	After we had started the move up to his mom and dad's
8	A.	At the time of the accident he was employed with	8		he did borrow it occasionally to go to work.
9	n.	Baumann Farms.	9	Q.	So he would drive to work occasionally to Baumann
10	Q.	Where is Baumann Farms located?	10	۷٠	Farms; is that right?
11	Q. <b>Α.</b>	Just outside of Barryton.	11	Α.	Correct.
12	Q.	So even though he was working at Baumann Farms he	12	Q.	He would drive that from his parent's home on West
13	Q.	testified in an earlier deposition in this case that	13	Q.	Vernon?
14		he hadn't fully moved out at the time he started	14	A.	Correct, and farm was maybe five miles from the house.
15		working there; is that true?	15		
16	7	Yes.	16	Q. <b>A.</b>	From Jacob's parent's house on West Vernon?
	A.				Correct.
17	Q.	And fully moved out of Grandma Hyatt's place, true?	17	Q.	How far was the grocery store that you were working at
18	A.	Correct.	18		from Jacob's parent's home?
19	Q.	At any time from the time you started moving out of	19	A.	Maybe a little more than a five-minute drive.
20		Grandma Hyatt's until the time that Grandma Hyatt	20	Q.	How far would the grocery store be from Ms. Hyatt's
21		moved in with a boyfriend did you have a falling out	21	_	apartment?
22	_	with her at all?	22	Α.	Probably an hour and a half.
23	A.	No.	23	Q.	Did he ever commute from Ms. Hyatt's home to your work
24	Q.	Your relationship with Grandma Hyatt over that time	24		at the grocery store?
25		period was always good?	25	A.	No.
		Page 30	l .		Page 32
1	A.	Yes.	1	Q.	How did you find out about the accident?
2	Q.	She would always welcome you and Sage back?	2	A.	Jacob called me the morning of.
3	A.	Yes.	3	Q.	Did he call you from the accident scene, if you know?
4	Q.	In fact, she never asked for her keys back until she	4	A.	Yes.
5		had to because of her lease?	5	Q.	What did you do then?
6	A.	Correct.	6	A.	He called me he left the house at 7:30 that
7		MR. DUFFY: I'll tell you what, Ms. Watson,	7		morning. He called me at 7:45, told me he was just in
8		that's all the questions I have for you right now.	8		an accident and I needed to get his parents. I jumped
9		I'm sure this fine lady and gentleman have questions	9		out of bed, I ran to his parent's room and I told his
10		for you.	10		dad that he needed to get up, Jacob was just in a car
11		MS. NWACHUKWU: Go first.	11		accident.
12		EXAMINATION	12	Q.	Were you scheduled to work that day?
13		MR. ROSSI:	13	A.	Yes, I was.
14	Q.	Ms. Watson, I do have a few follow up for you.	14	Q.	Had you worked the day before?
15	A.	Okay.	15	A.	I don't remember.
	Q.	You said you purchased a Mountaineer in March or April	16	Q.	When you would work who would take care of Sage?
16	~		117	A.	Jacob's dad, his sisters, whoever was home didn't have
17	~	of 2016; is that right?	17		
17 18	Α.	February or March.	18		to work, his mom sometimes.
17 18 19	~	February or March. February or March?	18 19	Q.	Jacob's dad is Kelly Myers?
17 18 19 20	Α.	February or March: February or March? Yes.	18 19 20		Jacob's dad is Kelly Myers?  Correct.
17 18 19 20 21	<b>A.</b> Q.	February or March. February or March?	18 19 20 21	Q.	Jacob's dad is Kelly Myers?
17 18 19 20	A. Q. A.	February or March: February or March? Yes.	18 19 20	Q. <b>A.</b>	Jacob's dad is Kelly Myers?  Correct.  And what is Jacob's mom's name?  Stacy Myers.
17 18 19 20 21	A. Q. A. Q.	February or March. February or March? Yes. And you used the tax refund for that?	18 19 20 21	Q. <b>A.</b> Q.	Jacob's dad is Kelly Myers?  Correct.  And what is Jacob's mom's name?
17 18 19 20 21 22	A. Q. A. Q. A.	February or March. February or March? Yes. And you used the tax refund for that? Correct.	18 19 20 21 22	Q. A. Q. A.	Jacob's dad is Kelly Myers?  Correct.  And what is Jacob's mom's name?  Stacy Myers.

Pages	33-	-36	Г
1 agos	55	50	2

UO/ 2	21121	016			rages 33–30
1	Α.	Page 33	1	٥.	Page 35 When you were present for the conversation with Jo Ann
2	Q.	So sometimes when you were living with Jacob's parents	2	Q.	Hyatt and the representative of MetLife did you
3	Q.	when you had to work his sisters would help out and	3		overhear your grandmother indicate anything to
			4		Metropolitan about Jacob as an owner of the
4 5	Α.	watch Sage? Correct.	5		Mountaineer?
6			6	7	
7	Q.	Is that right?	7	A.	I was never present for that conversation. We were at
		And sometimes his dad Kelly Myers would			where we gave the depositions we were there
8		help, too?	8	0	together but we were never in the same room.
9	Α.	Yes.	9	Q.	No, but when you're okay. I'm just backing up. I
10	Q.	Did Kelly work?	10		think earlier you testified that your grandma Jo Ann
11	A.	He did. I know he had quit his job. I do not	11	_	Hyatt had a conversation with MetLife?
12		remember the time frame of when he had quit. I'm	12	A.	Oh, when we were first insuring the vehicle, yes.
13		pretty sure he was still working at the time of	13	_	Okay.
14		Jacob's accident, though?	14	Q.	You're anticipating, yeah.
15	Q.	After you received the call from Jacob you said you	15		So when that conversation, do you recall
16		got out of bed, so you were in bed when you got that	16		talking a little bit about that?
17		call; is that correct?	17	A.	Yes.
18	A.	Yes.	18	Q.	Right?
19	Q.	Did you have your own room at Jacob's parent's house?	19	A.	Yes.
20	A.	No.	20	Q.	You said you were present for it?
21	Q.	Who did you share a room with?	21	A.	Yes.
22	A.	We were sleeping in the living room.	22	Q.	There was no speaker phone, but you were there, you
23	Q.	Where would Sage sleep?	23		heard your grandmother?
24	A.	She had a playpen either in the living room or in his	24	A.	Yes.
25		parent's room. She did have her own bed, though.	25	Q.	You heard your grandmother say she wanted to add your
		Page 34			Page 36
1	Q.	How many bedrooms is the house on West Vernon?	1		vehicle, the Mountaineer
2	A.	Two bedroom.	2	A.	Yes.
3	Q.	And who was all living there at the time of Jacob's	3	Q.	to her insurance with MetLife, right?
4		accident?	4	A.	Yes.
5	A.	Myself, Jacob, our daughter, his mom and dad, his two	5	Q.	During that conversation did you hear your grandmother
6		sisters.	6		say anything about Jacob?
7	Q.	And Sage?	7	A.	I don't recall her saying anything about him, no.
8	A.	Yes.	8	Q.	And you testified that you, yourself, never spoke with
9	Q.	When did you move out of the home onto West Vernon?	9		anyone at MetLife; is that right?
10	A.	Beginning of February.	10	A.	Correct.
11	Q.	That would be February 2017?	11	Q.	Do you know if there came a point in time when your
12	A.	Correct.	12		grandmother removed the vehicle, the Mountaineer, from
13	Q.	Did you have a vehicle at that time?	13		her insurance from MetLife?
14	A.	No, I did not.	14	A.	Not to my knowledge, no.
15	Q.	Do you have a vehicle at the present time?	15	Q.	Did Jacob have a driver's license at the time of his
16	A.	Correct. Yes, I do.	16		accident?
17	Q.	Is that vehicle insured?	17	A.	Yes, he did.
18	A.	Yes.	18	Q.	How is his driving record, if you know?
19	Q.	Who is that insured with?	19	A.	Good, as far as I know.
20	A.	Well, I have a vehicle but it's not technically mine	20	Q.	Had he ever been in any other accidents?
21		yet. I have paid cash for the vehicle to my mother.	21	A.	Not to my knowledge.
22		She had had a lien on the vehicle that she has not	22	Q.	Did you ever receive any bills at Jo Ann Hyatt's home?
23		taken off yet, so it's still in my mom's name and my	23	A.	Yes.
24		mom and my stepdad are insuring it, but I've paid for	24	0.	What type of bills would you receive?
25		the vehicle.	25	х. А.	My daughter was on it was a Medicaid health

WATSON, MORGAN 08/27/2018

Pages 37–40

08/2	27/2	018		Pages 37–40
1		Page 37 insurance payment. MIChild, MIChild Health Insurance.	1	Page 39
1	0	• •	1	THE WITNESS: It would have been with Jacob
2	Q.	And that was for some medical treatment of Sage?	2	and his parents would have been where I would have
3	<b>A.</b>	Just a monthly premium.	4	been going home to.  MS. NWACHUKWU: And that was it. I'm done.
4 5	Q.	Did you ever receive any bills at the West Vernon residence?	5	I just had a couple questions.
6	7	Not bills, junk mail, like doing stuff on the	6	
7	A.	computer. The only mail I ever received there was	7	MR. DUFFY: I don't have anything further.  MR. ROSSI: I have nothing further. Thanks
8		like junk mail.	8	a lot.
9			9	
		MR. ROSSI: I don't have anything further.		(The deposition was concluded at 1:37 p.m.
10 11		Thank you.	10	Signature of the witness was not requested by
		THE WITNESS: Thank you.		counsel for the respective parties hereto.)
12	DV. N	EXAMINATION (CONTRACTOR)	12	
13		MS. NWACHUKWU:	13	
14	Q.	Hi, I'm Chioma. I represent State Farm here. Please	14	
15		let me know if I'm talking too quickly or quietly.	15	
16		I've been told sometimes that I can't hear you or slow	16	
17	_	down, so if I do that, just let me know.	17	
18	Α.	Okay.	18	
19	Q.	I have just a few questions. I'm going to go back to	19	
20		the Mountaineer purchase.	20	
21	A.	Okay.	21	
22	Q.	You said you used your tax return to purchase it?	22	
23	A.	Yes.	23	
24	Q.	And that was it just your tax return or did anybody	24	
25		else contribute to the payment?	25	
		Page 38	1	Page 40
1	A.	That was just mine.	2	STATE OF MICHIGAN )
2	Q.	So Jacob did not give you any cash later or any	3	) SS
3		payment towards the vehicle?	4	COUNTY OF IONIA )
4	Α.	No.	5	COONII OF IONIA /
5	Q.	Okay. And then regarding the Mount [sic] Vernon	6	I, REBECCA A. SANDBORN, certify that this
6		address not Mount Vernon, the Vernon Street	7	deposition was taken before me on the date
7		address		
8	A.	Yes.	8	hereinbefore set forth; that the foregoing questions
9	Q.	you said you received mail there?	9	and answers were recorded by me stenographically and
10	A.	Yes.	10	reduced to computer transcription; that this is a
11	Q.	Just junk mail?	11	true, full and correct transcript of my stenographic
12	A.	Yes.	12	notes so taken; and that I am not related to, nor of
13	Q.	Did you ever receive like Amazon packages	13	counsel to, either party nor interested in the event
				of this cause.
14	A.	No.	14	
14 15	<b>A.</b> Q.	or anything like that?	15	
14 15 16		or anything like that?  To your knowledge, did Jacob receive	15 16	
14 15 16 17		or anything like that?	15 16 17	
14 15 16 17 18		<pre> or anything like that?</pre>	15 16 17 18	
14 15 16 17	Q.	or anything like that?  To your knowledge, did Jacob receive anything like, packages or anything like that?	15 16 17 18	
14 15 16 17 18	Q. A.	<pre> or anything like that?</pre>	15 16 17 18 19 20	Ph. a Cu z
14 15 16 17 18	Q. A.	<pre> or anything like that?</pre>	15 16 17 18 19 20 21	Delece a Sentlow
14 15 16 17 18 19 20	Q. A.	<pre> or anything like that?</pre>	15 16 17 18 19 20 21 22	REBECCA A. SANDBORN, CSR-6107
14 15 16 17 18 19 20 21	Q. A.	or anything like that?  To your knowledge, did Jacob receive anything like, packages or anything like that?  I'm not I don't know.  That's fine. So the day before the accident or let me strike that.  The day of accident where would you	15 16 17 18 19 20 21 22 23	REBECCA A. SANDBORN, CSR-6107 Notary Public,
14 15 16 17 18 19 20 21 22	Q. A.	or anything like that?  To your knowledge, did Jacob receive anything like, packages or anything like that?  I'm not I don't know.  That's fine. So the day before the accident or let me strike that.  The day of accident where would you consider home? Like if someone were to say, okay,	15 16 17 18 19 20 21 22	REBECCA A. SANDBORN, CSR-6107

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

Page Index: \$200..correct

### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 2: August 27, 2018 Deposition of Morgan Watson

\$	6	answering 6:20	<b>bedroom</b> 22:14, 16 34:2	<b>cash</b> 13:5 19:12,13
		anticipate 6:16	bedrooms 34:1	34:21 38:2
<b>\$200</b> 18:15 19:6,12	<b>6,000</b> 30:24	anticipating	beginning 21:1,	catch 6:19
	7	35:14	5,6 34:10	<b>change</b> 25:14,17
1	7	apartment 23:23	<b>bell</b> 21:15	changing 25:19
<b>11328</b> 12:6	<b>7:30</b> 32:6	27:21,25 28:2,4,7 31:21	<b>belongings</b> 25:25 26:4 27:20	Charlotte 8:7
<b>1260</b> 23:23	<b>7:45</b> 32:7	appears 24:6	<b>bill</b> 16:10	<b>check</b> 13:19
<b>12:57</b> 5:3		appropriately	<b>bills</b> 5:15 36:22,24	Chioma 37:14
<b>12th</b> 7:9	8	7:4	37:4,6	<b>chose</b> 25:13
<b>14</b> 11:4	0/0/2046	<b>April</b> 9:3 22:5	<b>bit</b> 35:16	clients 5:14
<b>15th</b> 10:10	<b>8/8/2016</b> 23:22	30:16	boring 25:16	<b>closer</b> 29:3,4
<b>16</b> 9:14 28:23	<b>8/9/2020</b> 23:22	area 29:2,3	borrow 31:8	clothing 26:9
<b>17</b> 8:12 12:4 24:14	<b>8th</b> 25:5,21	assisted 7:17,24	bought 12:20	CNA 7:20
<b>1:37</b> 39:9	9	assume 7:3	14:13 15:11	communicated
		astute 25:1	<b>boyfriend</b> 28:8 29:21	20:21
2	<b>9800</b> 24:6	<b>August</b> 5:2 8:11 10:10 25:5,21	<b>Brant</b> 11:8	commute 31:23
		<b>Auto</b> 13:3	<b>break</b> 6:17,18,21	company 10:20
<b>200</b> 18:11,22 19:7	A		22:22	completely 25:18,22,23
<b>2003</b> 12:10	accident 10:9	В	broken 23:8	complex 28:2,7
<b>2013</b> 7:13	21:4 27:14 28:3,9,		brothers 32:25	computer 19:11
<b>2015</b> 11:3	13,18 29:7,8 32:1,3,	<b>baby</b> 26:7	<b>buy</b> 13:2	37:7
<b>2016</b> 9:7 10:7,10, 17 11:3 14:14 21:8	8,11 33:14 34:4 36:16 38:19,21	babysitter 10:4		concluded 39:9
25:6 27:7 30:17	accidents 36:20	<b>back</b> 9:6 10:8 13:12,19 23:4 24:5,	C	confuse 9:17
<b>2017</b> 8:4,8,19 9:3,4	add 35:25	11,20 26:14 27:8,23,	<b>call</b> 5:25 17:12 19:5	conscious 21:20
11:21 34:11	added 24:11	24 28:11,14 30:2,4 37:19	32:3 33:15,17	contribute 37:25
<b>2018</b> 5:2 8:4	address 11:6,13	backing 35:9	<b>called</b> 5:6 16:25	conversation
<b>20800</b> 11:8	23:23 24:6,9,10,11, 17 25:13,14,18,19	bad 28:17	32:2,6,7	20:24 35:1,6,11,15 36:5
<b>250</b> 18:23	38:6,7,23	<b>bank</b> 13:21,23	calling 16:1 24:21	coparenting
<b>27</b> 5:2	<b>afford</b> 15:5 18:17	banked 13:25	cancel 15:21 16:2	22:25
3	agreed 23:10,13	Barryton 9:10	<b>cancelled</b> 15:24 16:9,13,18	<b>correct</b> 10:18,25
	Amazon 38:13	29:1,11	cancelling 16:5	12:7 13:1,13 14:1, 10,21 15:17 17:2,15
<b>3,000</b> 31:1	amends 23:4	<b>base</b> 27:10	cancellization	21:22 22:9,12 23:2,5
	<b>Ann</b> 9:12 10:24	Baumann 29:9,	16:16	24:18 25:2,7,11,24 26:3,5,11 27:13,17
4	16:21 17:12 35:1,10 36:22	10,12 31:9	<b>car</b> 15:11 17:23	29:18 30:6,22 31:11
<b>19970</b> 20:04	Ann's 20:25	<b>bed</b> 5:13 26:7 32:9 33:16,25	20:19 32:10	14,16 32:20 33:5,17 34:12,16 36:10
<b>48879</b> 23:24	AIII 3 20.25	33.10,20	<b>care</b> 32:16	, , , , , , , , , , , , , , , , , , , ,

WATSON, MORGAN 08/27/2018

counsel 39:11 driver's 23:17.21 good 29:25 36:19 hear 36:5 37:16 **Farms** 29:9.10.12 36:15 31:10 **couple** 8:17 14:11 grade 7:9 heard 16:9 35:23, driving 36:18 February 11:20 graduate 7:9,10 12:4,17 24:14 30:18, dropped 15:7 **court** 6:1.10.13 **hereto** 39:11 graduated 10:1 19 34:10,11 25:1 **drove** 13:12 high 7:11 10:1 **Feel** 25:2 Grand 24:7 current 11:6 highest 7:8 **Duffy** 5:11,13 felt 18:17 grandma 13:12 21:10 23:20 24:3,4, home 7:17,24 14:3,7,18 16:15,25 figured 15:15 19,25 25:4 30:7 D 17:13,20,24 18:19, 14:18 27:10 31:12, 38:24 39:6 financially 15:15 20 19:9,15,20,24 18,23 32:17 34:9 **duly** 5:7 20:2,25 22:7,10,16 36:22 38:22,23 39:3 **dad** 32:10.17.19 find 32:1 23:6.15 24:10.16 33:7 34:5 duration 9:1 Hometown 9:9 fine 30:9 38:19 25:23 26:2,6,12,20 28:22.25 dad's 31:7 27:8,10,15 28:14 finish 6:20 29:17,20,24 35:10 hour 31:22 date 21:14 Ε five-minute grandmother house 31:14,15 dates 8:15,25 31:19 9:11 11:16,17,22,25 32:6 33:19 34:1 **earlier** 27:13 29:13 daughter 11:10 Florabell 7:7 14:8 15:8,10 16:21 35:10 **Hyatt** 9:12 10:24 14:8 19:19,21 34:5 17:8 19:8 21:12,17 **follow** 30:14 early 9:7 22:5 14:18 16:15,21,25 36:25 35:3,23,25 36:5,12 17:7,12,14,20 18:19 education 7:8 forgot 25:14,17 daughter's 14:9 grandmothers 19:9,15,20,24 20:2 27:20 14:19 21:12 22:7.10.16 form 13:18 38:24 employed 7:14 23:6 26:6,12 29:20, day 25:15 32:12,14 29:8 **grocery** 9:9,15,19 foundation 24 35:2,11 38:19.21 10:16 28:22,25 employment 38:24 31:17,20,24 **Hyatt's** 13:12 dealer 13:8 20:22 Fowlerville 7:25 14:3,7 17:24 23:15 ground 6:1 **decide** 16:18 **end** 9:21.25 20:25 frame 10:14,17 24:16 25:23 26:2,20 21:6 Guinea 24:6 27:8,10,15 28:14 decision 21:20 27:5 28:17 33:12 29:17,20 31:20,23 **Esurance** 15:3,7, **guys** 15:15 18:17 **Denise** 11:18.19. free 5:13 25:2 36:22 9,12,14,18,21 16:10 22:21 23:3 22 12:3 frequently 21:3 exact 8:15 21:14 **Denise's** 24:10 friend 22:1.6 ı Н examination **dep** 22:10 friends 21:19 5:10,21 25:9 30:12 impression deposited 13:20 37:12 **full** 7:6 half 11:25 31:22 26:25 deposition 5:18 examined 5:9 **fully** 21:3 25:18 handed 23:21 included 20:4 21:12 25:8 29:13 expires 23:22 27:15 29:14.17 handing 24:20 39:9 information **extra** 18:15 18:13 happened 6:5 depositions G 35:7 10:9 17:9 19:23 initially 21:5 25:17 F 20:24 Dingler 11:12 insurance 15:3 garaged 17:23 **happy** 6:18 **Direct** 13:20 16:19 17:1 36:3.13 fact 26:6 30:4 **gave** 28:11 35:7 **hard** 6:12 37:1 directly 19:9 gentleman 30:9 factory 8:1 **Hawkins** 11:18.23 insure 14:25 15:8 disrespect 24:25 12:1,3 give 6:18 19:6,7,11 falling 21:18 29:21 insured 14:21 drive 23:23 31:2,4, 27:23,24 38:2 **heads** 6:10 34:17.19 familiar 29:2,3 6,9,12,19 giving 6:12 health 5:13 36:25 insuring 34:24 farm 5:15 31:14 driver 18:2 37:1 35:12 37:14

MIdeps@uslegalsupport.com Ann Ārbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

/ATSON, MORGA 8/27/2018	N		Page Inda	ex: interpretPeckhar
interpret 6:11	<b>kind</b> 21:18	<b>lot</b> 25:14 39:8	month 12:16	November 8:4
ntroduced 5:12	knowledge		16:12 18:8,11,15	November-ish
nvolved 22:22	15:10 36:14,21	M	21:24 22:3	8:8
ssued 23:22 25:5	38:16 <b>Krest</b> 7:25 8:3,5	<b>made</b> 20:7 21:19	monthly 37:3 months 8:10,17	NWACHUKWU 24:1 30:11 37:13
<b>ssues</b> 23:8		mail 13:19 14:2	9:1 11:1,4 15:19	39:4
<b>thaca</b> 11:8	L	21:2,4 22:8 25:24	21:14 Morgan 5:5,12	
	lady 30:9	26:2 27:19 37:6,7,8 38:9,11	7:7,8 23:21 24:20,21	O
	laid 8:11	<b>make</b> 6:4,24 14:20	morning 32:2,7	oath 5:21 25:9
Jacob 5:15 9:23	<b>Lake</b> 12:8 29:4,5	19:14 20:1,11 23:4	mother 34:21	Object 38:24
12:5 13:11 14:8,14 15:2 16:6,7,9,13	Lansing 10:20	<b>manner</b> 19:14 <b>March</b> 9:14,16	<b>Motors</b> 8:7,9	occasionally 26:15 28:14 31:5,8,9
17:16 18:19 21:1,15, 25 22:13 23:6,9,11	11:16 13:22 24:10	11:3 12:17 14:13,14	Mount 38:5,6	overhear 35:3
28:5 29:6 31:4 32:2,	Lansing's 11:17	30:16,18,19	<b>Mountaineer</b> 12:11 13:2 30:16,25	owner 35:4
10 33:15 34:5 35:4 36:6,15 38:2,16 39:1	late 9:7 22:5	Mary 5:13 Masters 13:3	31:2 35:5 36:1,12 37:20	<b>Owosso</b> 7:11
Jacob's 9:22	lease 30:5 leave 23:6,10,13	meaning 18:22	<b>move</b> 11:13 21:20	21:19 22:1,7
22:19 23:7 26:13,22 27:4 31:15,18 32:17,	Ledge 24:7	Medicaid 36:25	28:5 31:7 34:9	Р
19,21 33:2,14,19	left 6:2 23:11 24:16	medical 37:2	moved 9:22,23	
34:3 <b>Jo</b> 9:12 10:24 16:21	32:6	memory 10:12	10:23 11:20 20:15, 25 21:3,5,13,15,25	<b>p.m.</b> 5:3 39:9
17:12 20:25 35:1,10	legs 6:18	Mercury 12:10	24:13 25:19,22,23 27:15,24 28:2,4,7	packages 38:13,
36:22	letter 15:23	Metlife 5:14 17:1,	29:14,17,21	17 <b>paid</b> 13:5 19:6,9
<b>job</b> 10:19 28:16,19 33:11	level 7:8	18 18:12,14 35:2,11 36:3,9,13	<b>moving</b> 12:3 26:22 29:19	34:21,24
<b>jobs</b> 14:15 15:4	license 23:17,22 24:12,20 25:11	Metropolitan	Mt 5:1	paper 6:5 13:18
<b>Johns</b> 13:4 23:24	36:15	35:4	mutually 23:10,	paperwork 13:7
29:4	lien 34:22	Michigan 5:1 7:25 8:7 11:8 12:8	12	<b>parent's</b> 31:12, 15,18 32:9 33:19,25
<b>July</b> 8:4,16 11:14, 23	Linn 8:21,25	23:21,24 29:1	<b>Myers</b> 13:11 32:19,22 33:7	parents 9:22,23
jumped 32:8	live 12:4 16:15	MICHILD 37:1	Myers' 5:16	12:5 21:20 26:14,23 32:8 33:2 39:2
June 8:16 10:16	22:11	miles 31:14		parties 39:11
21:1,6 28:23 <b>junk</b> 37:6,8 38:11	<b>lives</b> 11:9	<b>mine</b> 27:20 34:20 38:1	N	pay 15:15 18:8 19:4
Julia 37.0,0 30.11	living 7:17,24 9:11 11:15 12:3 13:15	missed 19:19,23	<b>names</b> 13:11	paycheck 19:8
K	14:6 17:13,16 19:24	20:4,11	nature 18:25	paying 20:19
Vally on the second	22:6 33:2,22,24 34:3	<b>mom</b> 31:7 32:18 34:5,24	needed 27:1 32:8,	payment 19:17,
<b>Kelly</b> 32:19 33:7,10 <b>Kem</b> 7:25 8:3,5	located 28:25 29:10	mom's 32:21	10	23 20:4,9,11,12 37:1,25 38:3
key 26:20,23	long 6:16 7:18 8:3,	34:23	night 26:17	payments 19:14
20.20,20	24 11:19 15:18	Monday 5:2	<b>nod</b> 6:10	20:1,19

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

Page Index: period..Sunview

### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 2: August 27, 2018 Deposition of Morgan Watson

00/21/2010			1 age 1	ndex. periodbullviev
24 11:2 12:24	problems 15:4	reflect 23:20 24:19	<b>row</b> 20:7	<b>slow</b> 37:16
period 21:23	process 7:23	refresh 10:12	rubbed 24:6	<b>sort</b> 18:4
29:25	production 8:2	refund 30:21,23	rules 6:1	<b>Spartan</b> 8:7,9,14
periods 22:21	10:21	related 5:15	<b>Ryan</b> 5:12	speaker 17:6
personally 17:19	Products 8:21,25	relationship		35:22
<b>phone</b> 17:4,6,12 18:12,14 35:22	prompt 6:11	22:19 23:7,12 27:4 29:24	S	Spectrum 5:13
phrase 14:19	<b>purchase</b> 13:16 14:6 30:25 37:20,22	remember 9:18,	<b>Sage</b> 14:9 22:13	<b>spend</b> 26:17
physically 15:20	purchased	24 12:16 15:25 16:1,	23:1 26:6,17 30:2	spoke 36:8
16:4 25:9	12:10,13 30:16	14 18:11 19:18 21:25 32:15 33:12	32:16 33:4,23 34:7 37:2	spring 9:7
piece 6:5		removed 36:12	Sage's 26:9	<b>St</b> 13:4 23:23 29:4
<b>place</b> 13:3,13 14:4,	Q	renew 25:11	sake 6:2	Stacy 32:22
7 17:24 22:11 25:16, 23 26:20 27:16	question 5:17	reporter 6:10,13	sat 16:25	<b>start</b> 8:14,25
29:17	6:19,20 7:1 28:17	25:1	scene 32:3	start/stop 11:1
planned 25:19	questions 6:6	reporter's 6:2	scheduled 32:12	<b>started</b> 8:4 9:3,19, 21 10:15 15:2,3
playpen 33:24	30:8,9 37:19 39:5	represent 5:13	school 7:11,21	20:17 26:13,22 28:3,
Pleasant 5:1	quickly 37:15	37:14	9:22,25 10:1,2,3	5,23 29:14,19 31:7
<b>PNC</b> 13:22,23,25	quietly 37:15	representative	Secretary 25:10,	<b>state</b> 5:15 7:6 23:7 25:10,16 37:14
14:2	<b>quit</b> 33:11,12	requested 39:10	16	<b>stay</b> 21:25 26:14
<b>point</b> 6:25 12:10 15:20 16:24 18:21	quote 18:4	reside 11:7	<b>send</b> 15:23	stayed 23:15 28:1
21:21 36:11	quotes 18:22	residence 37:5	separate 14:20	staying 21:17,18,
pointed 25:1	R	respective 39:11	Sewing 10:22	21 22:7
<b>policy</b> 15:9,12,14,		restroom 6:17	<b>share</b> 33:21	stepdad 34:24
18,21,23 16:5,10,13	<b>ran</b> 32:9	return 12:14,18,	Shawna 11:12	sticker 24:5
polite 24:24	reads 6:5	22,25 13:18 37:22,	shortly 24:13	<b>stop</b> 8:25
<b>premium</b> 19:4 37:3	reason 19:17	24	shoulders 6:10	<b>store</b> 9:15,19
premiums 15:16	23:11	returned 27:7	shrug 6:9	10:16 31:17,20,24
present 34:15	recall 9:8 10:9	review 5:25	<b>SiC</b> 23:21 38:5	<b>strained</b> 22:19 23:12
35:1,6,20	12:11 16:12 17:9 20:1,24 22:3 28:16	ring 21:15	<b>sick</b> 19:19,21	Street 38:6
pretty 33:13	35:15 36:7	Road 11:8 24:7	Signature 39:10	stretch 6:17
previous 8:21	receive 36:22,24	romantically	sister 11:10	<b>strike</b> 10:7 17:11
<b>price</b> 18:4 19:2	37:4 38:13,16	room 26:18 32:9	sister's 11:11	38:20
30:25	received 33:15 37:7 38:9	33:19,21,22,24,25	<b>sisters</b> 10:2 32:17, 23 33:3 34:6	stuff 37:6
prices 18:21	receiving 22:8	35:8	sitting 6:2 17:13	<b>sued</b> 5:14
primarily 31:2	25:24 26:2 27:19	<b>Rossi</b> 5:23 21:7,9 24:24 30:13 37:9	18:7	summer 26:12
primary 18:2	record 23:20	39:7	<b>sleep</b> 33:23	27:7
<b>prior</b> 11:15 12:3 24:16	24:19 36:18	roughly 8:15,25	sleeping 33:22	Sunview 23:23
0	referring 5:20	11:1		

<b>sed</b> 19:4
25:13
5:7
Т
6:3
25 17:18
16:4,21
10:7 17:7 5:16 37:15
14,18,22,25 ):21 37:22,
cally
16:1
3:13
<b>Cy</b> 6:9
<b>IS</b> 22:19
21:13
<b>d</b> 5:9 27:1 5:10 36:8
5:7

thing 6:15,23 things 13:8 25:2 **time** 6:12,17 8:22 9:8 10:14,17 13:15, 25 14:3,6,11,16 16:15 21:23 22:11 23:6,8 24:13 25:10, 21 27:5,10 28:16,18 29:6,8,14,19,20,24 33:12,13 34:3,13,15

36:11,15 **timely** 19:14 times 11:1 22:18,

25 23:3

	title 13:7,10
	titled 13:11 17:21
	told 16:4 21:12
_	26:6,12 32:7,9 37:16
	transitioning 26:13
	<b>treatment</b> 5:16 37:2
	trick 6:23
	<b>true</b> 16:19,22 18:5 22:23 25:13 26:2,15 28:13 29:15,17
',8	truth 5:7,8
5	two-bedroom 22:11
	two-year-old 25:15,17
	<b>type</b> 36:24
	<b>types</b> 13:8
	U
	<b>uh-huh</b> 6:9 14:22 27:6
13	unable 15:5
	unclear 21:13
	understand 6:25 16:24 19:21
	understanding 12:13 18:10 22:18
	understood 7:3 19:22 20:18
,	unemployed 14:16
	unpaid 5:15
, 8	<b>upset</b> 19:20
5	V
	vohicle 444046
•	<b>vehicle</b> 14:13,18, 21 15:1 16:19 17:21 31:4,6 34:13,15,17, 20,21,22,25 35:12

	36:1,12 38:3
	verbal 6:6
3	<b>Vernon</b> 12:6 31:13,15 34:1,9 37:4 38:5,6
	W
	<b>wait</b> 10:2
	wanted 35:25
	watch 33:4
	<b>Watson</b> 5:5 7:7 24:20,22 30:7,14
	<b>week</b> 7:19 19:7
	<b>West</b> 12:6 31:12,15 34:1,9 37:4
	winter 9:7
_	<b>work</b> 7:17,24 8:3, 24 10:6 15:4 19:19 31:8,9,23 32:12,16, 18 33:3,10
_	<b>worked</b> 7:18 8:8, 17,21 9:1 11:4 32:14
	working 8:6,14 9:8,15 10:15,23,24 12:24 14:14 19:6 20:17 28:21 29:6,12, 15 31:17 33:13
5	wrong 25:3 27:14
	Υ
	<b>year</b> 7:12 9:6,21,24 11:14,23,25 12:24 21:7
	<b>years</b> 14:11
-	
-	

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

# EXHIBIT 4

### In the Matter Of:

MECOSTA CTY. MED. CENTER, ET AL vs METRO GROUP PROPERTY & CASUALTY INS CO, ET AL JO ANN HYATT

August 14, 2018

Prepared for you by



Bingham Farms/Southfield • Grand Rapids Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

### HYATT, JO ANN 08/14/2018

Pages 1-4

U8/	14/2018				P	ages 1–
	P WITNESS, DATE	age 1	1	MICHAEL P. PIEKNIK		Page (
1	STATE OF MICHIGAN		2	Hewson & Van Hellemont, PC		
2	IN THE CIRCUIT COURT FOR THE COUNTY OF KENT		3	25900 Greenfield Road		
3			4	Suite 650		
4	MECOSTA COUNTY MEDICAL CENTER,		5	Oak Park, Michigan 48237		
5	d/b/a SPECTRUM HEALTH BIG RAPIDS,		6	(248) 968-5200		
6	SPECTRUM HEALTH PRIMARY CARE		7	Mpieknik@vanhewpc.com		
7	PARTNERS, d/b/a SPECTRUM HEALTH				14-4- E	
8	MEDICAL GROUP; MARY FREE BED		8	Appearing on behalf of the Defendant S	tate Farm.	
9	REHABILITATION HOSPITAL; and MARY		9			
10	FREE BED MEDICAL GROUP,		LO			
11	Plaintiffs,		11			
12	vs. Case No. 17-07407-NF		L2			
13	Hon. DENNIS B. LIEBER	1	L3			
14	METROPOLITAN GROUP PROPERTY	1	L4			
15	AND CASUALTY INSURANCE COMPANY;	1	L5			
16	and STATE FARM MUTUAL AUTOMOBILE	1	L6			
17	INSURANCE COMPANY,	1	L7			
18	Defendants.	1	L8			
19		1	L9			
20	The Deposition of Jo Ann Hyatt,	2	20			
21	Taken at 300 North Mill Street,	2	21			
22	St. Louis, Michigan,	2	22			
23	Commencing at 2:17 p.m.,	2	23			
24	Tuesday, August 14, 2018,	2	24			
25	Before Rebecca A. Sandborn, CSR-6107.	2	25			
1	APPEARANCES:	age 2	1	TABLE OF CONTENTS		Page
2			2	THE OF CONTENTS		
3	RYAN P. DUFFY		3	Witness	Page	
4	Miller Johnson		4	JO ANN HYATT	rage	
5	45 Ottawa Avenue SW		5	OU ANN HIAII		
					-	
6	Suite 1100		6	EXAMINATION BY MR. DUFFY	5	
7	Grand Rapids, Michigan 49501		7	EXAMINATION BY MR. ROSSI	25	
8	(616) 831-1700		8	EXAMINATION BY MR. PIEKNIK	29	
9	Duffyr@millerjohnson.com		9	RE-EXAMINATION BY MR. DUFFY	30	
10	Appearing on behalf of the Plaintiffs.	1	LO	RE-EXAMINATION BY MR. ROSSI	31	
11		1	11			
12	CHRISDON F. ROSSI	1	L2			
13	The Rossi Law Firm, PLLC	1	L3	EXHIBITS		
14	40950 Woodward Avenue	1	L4			
15	Suite 306	1	L5	Exhibit	Page	
16	Bloomfield Hills, Michigan 48304	1	L6	(Exhibit not offered.)		
17	(248) 593-9292	1	L7			
18	Crossi@rossilawpllc.com	1	L8			
19	Appearing on behalf of the Defendant Metropolitan.	1	L9			
20		2	20			
21		2	21			
22			22			
23			23			
24			24			
25		2	25			

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

HYATT, JO ANN 08/14/2018

Pages	5–8

00/.	14/20				Pages 5-
1	St	Page 5 Louis, Michigan	1	A.	Page The end of August.
2		sday, August 14, 2018	2	Q.	Okay.
3		7 p.m.	3	ų. <b>Α.</b>	So I was there September 1st.
4	2.1	, p.m.	4	Q.	Prior to that where did you live?
5		JO ANN HYATT,	5	χ. <b>A.</b>	In St. Johns, 1260 Sun View Drive.
6		was thereupon called as a witness herein, and after	6	Q.	And is that an apartment?
7		having first been duly sworn to testify to the truth,	7	ų. <b>Α.</b>	Yes.
8		the whole truth and nothing but the truth, was	8	Q.	And you lived in a couple different apartments at that
9		examined and testified as follows:	9	۷٠	address, correct?
10		EXAMINATION	10	Α.	Two, yes.
11	RV N	R. DUFFY:	11	0.	And you were living there at the time of the
12	0.	Good afternoon, Ms. Hyatt. I have already introduced	12	۷.	August 2016 accident we're here talking about?
13	Q.	myself, but I'm Ryan Duffy. I represent a couple	13	Α.	Yes.
14		different hospitals in a lawsuit against MetLife and	14	Q.	And then Morgan Watson from what I've seen is your
15		State Farm for care and treatment provided to Jacob	15	Q.	qranddaughter?
16		Myers, which I'm sure you're familiar with what the	16	Α.	Yes.
17		main issues are of the whole thing, correct? Is that	17		And are you currently employed?
18		true?	18	Q. <b>A.</b>	Yes.
19 20	A.	Yes.	19	Q.	Where do you work? McDonald's in Ithaca.
20	Q.	And I've read that you've had your deposition or	20	A.	
21		examination under oath taken before so you've kind of know how this works.	21 22	Q.	How long have you worked there?
22				A.	May 5th.
23	A.	Yes.	23	Q.	Prior to that did you work at a factory?
24	Q.	And I don't want to belabor the whole ground rules but	24	A.	I did.
25		as long as we don't speak over top of each other and	25	Q.	So you went from that factory job to the McDonald's
_		Page 6			Page
1		we prompt you when we prompt you for a clear	1	_	work?
2		answer, they have to be verbal, we're not giving you a	2	A.	Yep.
3	_	hard time, okay?	3	Q.	Do you have any specialized training or education pas
4	Α.	Okay.	4	_	high school?
5	Q.	If you need a break at any time, I'll be happy to give	5	Α.	No.
6		you one. The only catch to that is if I have a	6	Q.	So prior to the accident at some point Morgan had
7		question out there you have finish the last question	7	_	purchased a Mercury Mountaineer?
8	_	and we can take a break, okay?	8	Α.	Yes.
9	Α.	Okay.	9	Q.	So you recall that?
10	Q.	And the most important one is: I'm not here to trick	10	Α.	Yes.
11		you or wrap you around the axle. If you don't	11	Q.	And from what I've seen from your previous testimony,
12	_	understand what I'm asking, can you let me know that?	12		she bought that with some sort of tax return money?
13	Α.	No problem.	13	Α.	Yes.
14	Q.	I'll try to rephrase it but other than that I'm going	14	Q.	And when she purchased that vehicle she was living
15		to assume you understood my question and we'll go from	15		with you at that 1260 is it Sunny View Drive?
16	_	there, okay?	16	Α.	Sun View Drive, yes.
17	Α.	Okay.	17	Q.	So she was living there with you at the time?
18	Q.	With that being said, can you state your full name for	18	A.	Yes.
19	_	the record?	19	Q.	And her daughter was also living there?
20	Α.	Jo Ann Hyatt.	20	A.	Yes. My great granddaughter, yes.
21	Q.	And can I call you Jo Ann?	21	Q.	And then at the time of the purchase was Mr. Myers
22	Α.	Yes.	22		living there?
23	Q.	Jo Ann, what is your current address?	23	A.	Yes.
24	A.	It's 320 East Main Street in Breckenridge, Michigan.	24	Q.	Now, do you remember from your recollection what mont
25	Q.	And when did you move to that address?	25		that car was purchased?

HYATT, JO ANN 08/14/2018

JO/ 1	4/2	018			Pages 9–1
1		Page 9	1		Page 1
1	Α.	No.	1	_	to say it was sometime in 2015.
2	Q.	But you can say with certainty that she purchased it	2	Q.	Okay. So at some point in 2015 do you recall what
3	_	while she was living with you?	3		time of year in terms of season? Was it winter,
4	A.	Yes.	4		spring?
5	Q.	And then do you know if Morgan had your address on her	5	A.	No, it wasn't winter. It was during the summer, I
6		license at the time of the accident?	6		believe.
7	A.	Oh, I don't know. I believe she did.	7	Q.	So sometime in the summer of 2015 you believe you
8	Q.	Do you know when Morgan moved in with you prior to the	8		moved you switched apartments?
9		accident?	9	A.	Uh-huh.
10	A.	No, I do not. I couldn't tell you when that was.	10	Q.	Yes?
11	Q.	Could you tell me about how long she had lived with	11	A.	Yes.
12		you, six months, two years, five years?	12	Q.	Okay. And do you recall how long you had been there
13	A.	She lived with me twice.	13		before Sage and Morgan moved back in?
14	Q.	Tell me about the first time she moved in.	14	A.	A few months.
15	A.	That's when she was pregnant and we lived in the	15	Q.	So sometime in mid to late 2015 Morgan and Sage moved
16		upstairs apartment.	16		back in with you?
17	Q.	At that same address, just a different apartment?	17	A.	That sounds pretty much right.
18	A.	Yes.	18	Q.	And when they moved back in with you they have all
19	Q.	So do you know how old she was when she became	19		their belongings, clothing, crib, all that necessary
20	-	pregnant?	20		stuff?
21	A.	18.	21	A.	Yep.
22	Q.	Okay. And then at the time of the accident she was	22	Q.	And is Morgan receiving mail at that apartment
23	χ.	around 20; does that sound right?	23	A.	Yes.
24	A.	Yeah, that sounds pretty good.	24	0.	at that time?
25	Q.	So she got pregnant when she was 18, she's living with	25	χ.	Was she working at that time when she moved
	۷٠		23		
1		Page 10 you and then at some point she moved out again?	1		Page 1: back in?
2	A.	Yes.	2	A.	No, I don't believe so.
3	Q.	Why did she move out?	3	Q.	Do you recall if she ever started working after she
4	х. А.	I'm really not sure why they moved out, but they moved	4	χ.	moved back in that second time?
5	A.	to his mom and dad's; that's all I can say.	5	A.	I don't think so.
6	0		6		
	Q.	When you say they, you're referring to Morgan and		Q.	Do you recall if her tax return if a check was
7		Jacob Myers?	7		physically sent to your apartment to purchase that
8	Α.	Uh-huh.	8	_	vehicle?
9	Q.	Is that a yes?	9	Α.	That I don't know.
10	Α.	Yes, I'm sorry.	10	Q.	Were you charging Morgan any rent when she moved back
11	Q.	That's all right. Everybody does it.	11		in with you?
12		So they move out and then do they both move	12	A.	No.
13		back in with you or is it just Morgan and her	13	Q.	Was she helping you pay for any of the utilities
14		daughter, your great granddaughter moved back in?	14	A.	No.
15	A.	It starts off with just Morgan and Sage and then he	15	Q.	anything of that nature? Cable?
16		moves in, too.	16	A.	No.
17	Q.	And Sage is your great granddaughter?	17	Q.	Internet, any of those?
18	A.	Yes.	18	A.	No.
19	Q.	So at some point Morgan and Sage move in with you and	19	Q.	Was she helping pay for groceries?
20		have you switched apartments now?	20	A.	No.
21	A.	Yes.	21	Q.	So you paid for everything?
22	Q.	I'm just trying to help refresh your memory. Do you	22	A.	Yeah.
		remember what year or month you switched apartments	23	Q.	And describe the apartment to me just in terms of
				κ.	
23 24		there?	24		bedrooms, bathrooms.

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

HYATT, JO ANN 08/14/2018

Pages 1	3–16
---------	------

00/	14/2	010			rages 15–10
1	Q.	Page 13 And did Morgan have her strike that.	1	Α.	Page 15
	Q.				And do you know at the time or around the time that
2	7	I assume you had one bedroom?  Uh-huh.	2	Q.	<del>-</del>
3	A.		3		they moved out, did Jacob have a job?
4	Q.	Yes?	4	A.	No.
5	Α.	Yes.	5	Q.	He was unemployed?
6	Q.	And then did Morgan and Sage have the other bedroom?	6	A.	Yes.
7	A.	Yes.	7	Q.	So he didn't have a job in St. Johns?
8	Q.	So they moved all their clothing and the crib and	8	A.	No, not at that time.
9		whatnot were in the second bedroom?	9	Q.	So when Jacob moved out he didn't have a job?
10	A.	Yes.	10	A.	No.
11	Q.	And that was considered Morgan and Sage's room?	11	Q.	Did Jacob and Morgan move out together or separate?
12	A.	Yes.	12	A.	No, they moved out together.
13	Q.	Now, then at some point Jacob Myers moves in?	13	Q.	So they moved out together at that time; is that true?
14	A.	Yes.	14	A.	Let's see, I kicked Jacob out. She might have went a
15	Q.	And he moves into that second bedroom with Morgan and	15		couple days later because I remember kicking him right
16		Sage?	16		out. She might have went a couple days later, a
17	A.	Yes.	17		little bit later.
18	Q.	Just in terms of time frame, did you buy was the	18	Q.	Let's talk about that just for a brief moment. So you
19		Mercury Mountaineer purchased before after Jacob moved	19		kicked Jacob out?
20		in?	20	A.	Yes.
21	A.	I want to say after.	21	Q.	And what was the main reason that you asked him to
22	Q.	Now, did you help purchase that vehicle at all?	22	~	leave?
23	Α.	No.	23	A.	Because I was tired of supporting him.
24	0.	Did you go with her to purchase it?	24	٥.	So from your recollection Jacob didn't have a job, you
25	A.	No.	25	~	felt you were supporting him and you told him he had
1	0	Page 14	1		Page 16 to leave?
1	Q.	Did you help maintain the vehicle at all?	2	7	
2	A.	No.		A.	Yes.
3	Q.	So you didn't pay for any oil change, gas, tire	3	Q.	Did you give him an ultimatum, like you better get a
4		rotations, tire changes, anything?	4		job in a week otherwise you're going to have to leave
5	Α.	No.	5	_	or you just told him to leave?
6	Q.	And it was never titled in your name?	6	A.	That was already done. Him and Morgan had broke up so
7	Α.	No, it was never	7	_	I said it was time for him to go.
8	Q.	And it was never registered in your name?	8	Q.	They had broken up and then you felt like now you're
9	A.	Never.	9		supporting some guy that's not family or anything of
10	Q.	Did you ever drive the vehicle?	10		that nature; is that true?
11	A.	No.	11	A.	Yeah.
12	Q.	Did you have any keys to the vehicle?	12	Q.	And then you said Morgan moved out shortly thereafter?
13	A.	No.	13	A.	Yep.
14	Q.	So from your perspective that was Morgan's vehicle and	14	Q.	And you didn't know you think it was a couple days
15		you didn't have anything to do with it?	15		or you're not sure?
16	A.	That's right.	16	A.	I'm not sure how long it was.
17	Q.	In terms of use, I should say?	17	Q.	Could it have been a couple weeks?
18	A.	That's right.	18	A.	It could have been. I just don't remember. I was
19	Q.	Now, at some point Morgan moves out again. Do you	19		working a lot of hours. I just don't remember.
20		recall that?	20	Q.	Now, Morgan had she moves out but she had moved in
21	A.	I remember her moving out.	21		with you twice prior to that, true?
22	Q.	And do you recall when she moved out?	22	A.	True.
23	A.	In the spring I think it was in the spring.	23	0.	Is it safe to assume that you probably were Morgan's
24	0.	So you think it was in the spring but you're not	24	~ -	home base if something were to happen if she lost or
25	Σ.	entirely sure?	25		broke up with Jacob again and had to move out of his
					and the second against and the comove out of the

HYATT, JO ANN 08/14/2018

D.	17	$-\alpha$
Pages		-20
1 ages	1/.	-20

U8/	14/2	.018			Pages 17–2
4		Page 17			Page
1		place to move back with you?	1	Q.	Now, at some point you called your auto insurer
2		MR. ROSSI: Objection, form and foundation	2		MetLife to have that figure out how the Mountainee
3		but you can go ahead and answer, ma'am.	3		was to be insured; is that true?
4		THE WITNESS: Pretty much.	4	A.	I think I I put them on the Mountaineer on my
5		MR. DUFFY:	5		insurance and I called them sometime to tell them
6	Q.	Meaning she was always welcome to come back?	6		well, no, that was after the accident.
7	A.	Right.	7	Q.	So let's go back and talk about how you put you pu
8	Q.	Her and Sage?	8		the Mountaineer on your insurance?
9	A.	Right.	9	A.	Yes.
10	Q.	After she moved out did she ever come back with Sage	10	Q.	And from what I've read in your prior testimony you
11		just to spend the night once in a while or anything	11		did that with a telephone call?
12		like that?	12	A.	Yes.
13	A.	I want to say yes.	13	Q.	Was anybody else present with you at the telephone
14	Q.	And when they moved out did they take everything or	14		call?
15		did they leave some things behind?	15	A.	Morgan.
16	A.	No, they left some things behind.	16	Q.	And did that happen inside your apartment?
17	Q.	So describe to me what you remember they left behind?	17	A.	Yes.
18	A.	They left a lot of Sage's toys, some of Sage's	18	Q.	And was it a 1(800) number or a number you used
19		clothes, her dresser, they left her bed, Morgan had	19		before? I don't need the exact number.
20		some clothes there.	20	A.	I think it was a number that I used before.
21	Q.	Did they occasionally come back and get some of those	21	Q.	And was it just a representative? You didn't have a
22		clothes or change out or spend the night or anything	22		prior relationship with them, it was just a
23		like that?	23		representative?
24	A.	When they spent the night they changed then.	24	A.	Right.
25	Q.	Based on what I read from prior testimony and I think	25	Q.	Okay. Were you on speaker phone so Morgan could hear
		Page 18			Page 2
1		based on what I'm hearing from you today, is it safe	1		and join in on the conversation or was it just you
2		to say that Morgan and Jacob's relationship at times	2		with the phone up to your ear?
3		could be on and off?	3	A.	Just me.
4	A.	Yes.	4	Q.	When you made that call it was your intent to put the
5	Q.	So based on your recollection and your knowledge of	5		Mountaineer on your insurance?
6		the relationship, they had broken up, gotten back	6	A.	Yes.
7		together, broken up, gotten back together more than a	7	Q.	Now, did you explain to them who owned the
8		couple times?	8		Mountaineer?
9	A.	Yes.	9	A.	Yes.
10	Q.	And that wasn't uncommon?	10	Q.	Did you explain to them who Morgan was?
11	~ А.	No.	11	~ А.	Yes.
12	٥.	And even at times when she moved in that second time	12	0.	And you told them she was your granddaughter?
13	~ '	was that due to a breakup?	13	A.	Yes.
14	A.	Well, his mother asked her to move out.	14	0.	And you told them that she lived with you at your
15	Q.	And she came back to live with you?	15	~	apartment?
16	Α.	Yes.	16	A.	Yes.
17	Q.	After she had moved out that second time did you still	17	0.	Did they ask you if you were on the title of the
18	Σ.	get some mail from Morgan at times?	18	Σ,	vehicle?
19	A.	Sometimes I got some of her mail mostly.	19	A.	Now, that I don't remember.
	Q.	Did you call?	20	0.	If they had asked you what would you have told them?
<b>Z</b> U	ұ. А.	Mostly just junk mail.	21	х. <b>А.</b>	No.
		But it was addressed to her at your place?	22		MR. ROSSI: Objection, calls for
21	0				Tat. 10001 00 jection, carro for
21 22	Q. A.		22		speculation
21 22 23	A.	Yes.	23	RY I	speculation.  WR DIFFY:
20 21 22 23 24 25			23 24 25	BY N	speculation. MR. DUFFY: And did they ask you where or did they ask you who

HYATT, JO ANN 08/14/2018

Pages 21–24

08/	14/2	018			Pages 21–24
		Page 21			Page 23
1		the main driver of the vehicle was?	1		money and she didn't have the money.
- 2	A.	I believe they did and it would have been Morgan.	2	Q.	If she didn't have the money you picked up the bill
3	Q.	Did they ask you if you used the vehicle?	3		for the insurance?
4	A.	I can't tell you. I don't remember.	4	A.	Right.
5	Q.	At any time during this conversation was it your	5	Q.	And
- 6		intent to defraud MetLife or cover up anything?	6	A.	But when she was working I did get money.
7	A.	No.	7	Q.	So when she had the money she would help pay you for
8	Q.	And from your recollection you told them that Morgan	8		the insurance?
9		was your granddaughter living with you?	9	A.	Yes.
10	A.	Uh-huh.	10	Q.	And when she didn't Grandma was helping pay for
11	Q.	Is that a yes?	11		insurance; is that true?
12	A.	Yes.	12	A.	Uh-huh, yes.
13	Q.	That you wanted to add Morgan's Mercury Mountaineer to	13	Q.	And you did those you did that because she's your
14		your policy?	14	~	granddaughter and has a small child; is that true?
15	A.	Yes.	15	A.	That's right.
16	Q.	And that you weren't the owner but Morgan was the	16	٥.	And it was important if Morgan was working that she
17	2.	owner?	17	ε.	have a vehicle, true?
18	Α.	Yes.	18	Α.	That's right.
19	0.	And that it was Morgan used the vehicle, she was	19	Q.	And that helped you out in the sense of Morgan is not
20	Q.	the primary driver?	20	۷٠	relying on you and your vehicle to tote her around
21	Α.	Yes.	21		town; is that true?
22			22	7	So true.
	Q.	Did anyone explain to you the difference about being a		A.	
23		named insured as opposed to just being a rated driver	23	Q.	And that also helped in the sense of your great
24		on the policy?	24		granddaughter Morgan was able to take her to daycare;
25	A.	I don't think so.	25		is that true?
		Page 22			Page 24
1	Q.	Did they quote you a couple different rates?	1	Α.	Yes.
2	A.	Yeah, they quoted us a rate, one.	2	Q.	You don't have to worry about that, you're able to go
3	Q.	So they just gave you one rate?	3		to your job and work the hours you need to work, true?
4	A.	Yeah.	4	A.	Yes.
5	Q.	So they didn't say, you know, you could insure it this	5	Q.	With Morgan and Sage living with you it was also to
6		way by making Morgan a named insured or anything like	6		your advantage that Morgan have a vehicle; is that
7		that? You just told them the information; is that	7		true?
8		true?	8	A.	Oh, yes.
9	A.	Yes.	- 9	Q.	At any point after the accident did MetLife refund any
10	Q.	And then they came back with a rate?	10		of those premiums you paid on that Mountaineer?
11	A.	Yes.	11	A.	No.
12	Q.	And from what ${\tt I'm}$ reading, everybody said the rate was	12	Q.	Do you know if they ever paid Morgan any money back on
13		about \$200 a month?	13		the Mountaineer?
14	A.	Yes.	14	A.	That I have no idea.
15	Q.	And that was based on what MetLife told you?	15	Q.	Now, in Jacob's case, his testimony concerning when
16	A.	Yes.	16		the move-out happened, he said that he was moving out
17	Q.	And then my understanding is it came it was a	17		right around the time of the accident in August of
18		payroll deduction?	18		2016. I know your dates and memory isn't that great
19	A.	Yes.	19		but is that a possibility?
20	Q.	The premium?	20	A.	It was before the accident.
21	A.	Yes.	21	٥.	Could it have been like a week or two before the
22	Q.	And Morgan gave you that money every month?	22	ε.	accident?
23	х. А.	No.	23		MR. ROSSI: I'm going to object to lack of
24	Q.	So tell me how that arrangement was supposed to work.	24		foundation.
1 4 4	$\sim$ .	DO COLL ME HOW CHAS ALLANGUMENT WAS SUPPOSED TO WOLK.	44		LOUIMACTOII.
25	A.	Really there wasn't an arrangement. When she had the	25		THE WITNESS: I don't remember.

HYATT, JO ANN 08/14/2018

Pages 25–28

08/	14/2	018			Pages 25–2
1	RV I	Page 25	1		Page 2' better today?
2	0.	So you don't really remember the time frame in which	2	A.	No, it was better at that time.
3	Q.	Jacob moved out, you only think it was before the	3	0.	I have that EUO as October 21, 2016, so not quite two
4		accident?	4	Q.	
5	7	I know it was before the accident.	5		years ago but almost two years ago. So your memory
	A.				would have been better then; is that right?
6	Q.	So if Jacob said he was moving in the process of	6	A.	Yes.
7		moving out when the accident happened you wouldn't	7	Q.	When Morgan moved out where did she move to?
8		agree with that statement?	8	A.	Up with Jacob at his mom and dad's house.
9	A.	That's right.	9	Q.	Have you ever seen Morgan's EUO testimony?
10	Q.	And you said Morgan moved out after Jacob did?	10	A.	No.
11	A.	Yes.	11	Q.	Morgan in her EUO testimony she indicated similar to
12	Q.	Is it possible that Morgan could have been moving out	12		you that she moved out of your house a few months
13		around the time of the accident?	13		before Jacob's accident; does that sound about right?
14	A.	That's a possibility.	14	A.	It could have been. I really honestly don't remember.
15	Q.	So Morgan could have been moving out in that	15	Q.	So the way that the testimony went was your EUO
16		August 2016 time frame?	16		testimony and Morgan's EUO testimony as to when her
17	A.	She could have been.	17		and Jacob moved out with the same, okay?
18		MR. ROSSI: Objection, form and foundation.	18	A.	Okay.
19		MR. DUFFY: I don't have any further	19	Q.	And then Jacob has offered a deposition, that's
20		questions for you right now, ma'am.	20		different, okay?
21		THE WITNESS: Good.	21	A.	Okay.
22	22 EXAMINATION			Q.	That's what counsel was asking you about.
23	BY N	MR. ROSSI:	23	-	When did you remove Morgan as a listed
24	0.	I have some questions for you, ma'am. My name is	24		driver with the policy with MetLife?
25	~	Chris Rossi. I represent MetLife.	25	Α.	I do not remember.
1		Page 26 Now, you testified here today, you said	1	Q.	Page 25 Would that have been around the time of your EUO?
2		that Morgan and Jacob moved out sometime in the	2	ų. A.	Could have been.
3		<del>-</del>	3		Why didn't Morgan insure her own vehicle?
		spring. Do you remember that testimony today.	4	Q. <b>A.</b>	She couldn't afford it.
4	A.	Okay.	_		
5	Q.	Do you remember that you were saying that?	5	Q.	When you had that conversation with MetLife did you
6	A.	I think it was in the spring, yeah.	6		tell MetLife that Jacob was also an owner of the
7	Q.	That would have been spring of 2016, right?	7	_	Mountaineer?
8	Α.	Yeah.	8	Α.	No, because I did not know.
9	Q.	The accident involving Jacob was in August of 2016,	9	Q.	As we sit here today are you aware that Jacob was a
10		right?	10		co-owner of the Mountaineer?
11	A.	Oh, I don't remember when the accident was; could have	11	A.	I did find out, yes.
12		been.	12	Q.	How did you find that out, ma'am?
13	Q.	Well, I'll represent to you that the police report I	13	A.	Morgan told me.
14		think from what all of us have seen the accident	14	Q.	When did she tell me?
15		occurred on August 15, 2016, okay?	15	A.	I do not know when she told me it might have been
16	A.	Okay.	16		around the time after she moved out maybe. I don't
17	Q.	When you gave your EUO testimony you also indicated	17		remember.
18		that Jacob and Morgan moved out in the spring of 2016;	18	Q.	At the time you had that conversation with MetLife did
19		is that right?	19		you tell MetLife that Jacob would be a driver of the
20	A.	I couldn't tell you. I don't know what I testified	20		Mountaineer?
21		to. That was a long time ago.	21	A.	No. The conditions were that Morgan would be the sole
22	Q.	When you testified in your EUO was everything that you	22		driver.
23	~ '	testified to at that time truthful?	23	٥.	Do you remember when Jacob had the accident?
24	A.	Yes.	24	х. А.	No.
25	Q.	Was your recollection better at that time or is it	25	Q.	How did you find out about his accident?
	×.	, san resource and make think or to the		~•	

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

HYATT, JO ANN 08/14/2018

Pages 29–32

					Pages 29–3
1		Page 29	1	DV 1	Page 3
1	A.	Morgan called me.	1		AR. DUFFY:
2	Q.	Where was she at?	2	Q.	Just so I'm clear, Jacob and Morgan did not move out
3	Α.	At the hospital.	3	_	together in the spring or summer of 2016?
4	Q.	And who took her to the hospital?	4	Α.	Correct.
5	A.	I'm assuming it was his dad.	5	Q.	They moved out at separate times?
6	Q.	And where did her dad take her from?	6	A.	Correct.
7	A.	It would have been from their house.	7	Q.	Jacob moved out first?
8	Q.	And why was Morgan at their house at that time?	8	A.	Yes.
9	A.	She was living with Jacob's parents along with Jacob.	9	Q.	And then at some point Morgan moved out?
10	Q.	And that was on date of the accident	10	A.	Yes.
11	A.	Yes.	11		MR. DUFFY: That's all I need to know.
12	Q.	involving Jacob Myers?	12		RE-EXAMINATION
13	A.	Yes.	13	BY I	MR. ROSSI:
14		MR. MARCHAND: Nothing further. Thank you.	14	Q.	And your testimony earlier today, ma'am, was that
15		EXAMINATION	15		Morgan moved out about two days after Jacob; is that
16	BY I	MR. PIEKNIK:	16		right?
17	Q.	I just have a couple quick ones. You were never	17	A.	It could have been a little longer but, yeah, it
18		insured with State Farm?	18		was
19	A.	Never.	19	Q.	When counsel asked you was it two weeks, you said I
20	Q.	You don't know who Michael Gray is?	20		don't know?
21	A.	No, I do not.	21	A.	I really don't know.
22	Q.	You don't know who Beth McClain is?	22	Q.	Because you don't think it was more than two weeks, do
23	A.	No, I do not.	23		you?
24		MR. PIEKNIK: Those are the only questions	24	A.	No.
25		I have. Thank you.	25		MR. DUFFY: Talking about leading,
		Daga 20			Dogo 2
1		Page 30 RE-EXAMINATION	1	Geez	Page 32 z-o-Pete's.
2	BY I	MR. DUFFY:	2		MR. ROSSI: You've asked so many leading
3	Q.	Just so I'm clear, ma'am, in that spring and summer	3		
4				ques	stions. Is that an objection?
5	_	2016 Jacob moved out first; is that true?	4	ques	MR. DUFFY: Yeah, which I'm allowed to do.
J	A.	2016 Jacob moved out first; is that true? Yes.	4 5	ques	MR. DUFFY: Yeah, which I'm allowed to do.
		Yes.		ques	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection?
6	<b>A.</b> Q.	Yes. They didn't Morgan and Jacob did not move out	5	ques	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery.
		Yes. They didn't Morgan and Jacob did not move out together; is that true?	5 6	ques	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection?
6 7 8	Q. <b>A.</b>	Yes.  They didn't Morgan and Jacob did not move out together; is that true?  No, because I kicked him out and she was still there.	5 6 7 8		MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't
6 7 8 9	Q. <b>A.</b> Q.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out?	5 6 7 8 9	need	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation
6 7 8 9	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes.	5 6 7 8 9	need obje	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is
6 7 8 9 10	Q. <b>A.</b> Q.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she	5 6 7 8 9 10	need obje	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served.
6 7 8 9 10 11	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?	5 6 7 8 9 10 11 12	neec obje	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served. MR. ROSSI: We'll go back through the
6 7 8 9 10 11 12	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation.	5 6 7 8 9 10 11 12 13	need object press	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I
6 7 8 9 10 11 12 13	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony.	5 6 7 8 9 10 11 12 13 14	need object press	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served. MR. ROSSI: We'll go back through the ord and look at all your leading questions. I 't have anything further.
6 7 8 9 10 11 12 13 14	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and	5 6 7 8 9 10 11 12 13 14	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.
6 7 8 9 10 11 12 13 14 15	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just	5 6 7 8 9 10 11 12 13 14 15 16	need object press	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served. MR. ROSSI: We'll go back through the ord and look at all your leading questions. I 't have anything further. MR. DUFFY: You're free to go, ma'am. (The deposition was concluded at 2:47 p.m.
6 7 8 9 10 11 12 13 14 15 16	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the	5 6 7 8 9 10 11 12 13 14 15 16	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.	5 6 7 8 9 10 11 12 13 14 15 16 17	need object press	MR. DUFFY: Yeah, which I'm allowed to do. MR. ROSSI: Is that an objection? MR. DUFFY: It's called discovery. MR. ROSSI: What is your objection? MR. DUFFY: It doesn't matter. I don't d to place an objection, form and foundation ections don't need to be done. Everything else is served. MR. ROSSI: We'll go back through the ord and look at all your leading questions. I 't have anything further. MR. DUFFY: You're free to go, ma'am. (The deposition was concluded at 2:47 p.m.
6 7 8 9 10 111 112 113 114 115 116 117 118 119	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when	5 6 7 8 9 10 11 12 13 14 15 16 17 18	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when they moved out together in the spring; that's not	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation  ections don't need to be done. Everything else is  served.  MR. ROSSI: We'll go back through the  ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when they moved out together in the spring; that's not true. She just testified to the opposite.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when they moved out together in the spring; that's not true. She just testified to the opposite.  MR. ROSSI: She testified she moved out	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when they moved out together in the spring; that's not true. She just testified to the opposite.  MR. ROSSI: She testified she moved out about two days after Jacob. You're just trying to	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. A. Q. A.	Yes. They didn't Morgan and Jacob did not move out together; is that true? No, because I kicked him out and she was still there. And then eventually she moved out? Yes. And, once again, you're not exactly sure when she moved out?  MR. ROSSI: Objection, form, foundation. It's leading, it's mischaracterizing the testimony. She just testified that she was living with him and his parents on the day of the accident. You're just trying to create some type of a discrepancy in the record which is not consistent with her testimony.  MR. DUFFY: You also asked her if when they moved out together in the spring; that's not true. She just testified to the opposite.  MR. ROSSI: She testified she moved out	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	need object press	MR. DUFFY: Yeah, which I'm allowed to do.  MR. ROSSI: Is that an objection?  MR. DUFFY: It's called discovery.  MR. ROSSI: What is your objection?  MR. DUFFY: It doesn't matter. I don't  d to place an objection, form and foundation ections don't need to be done. Everything else is served.  MR. ROSSI: We'll go back through the ord and look at all your leading questions. I  't have anything further.  MR. DUFFY: You're free to go, ma'am.  (The deposition was concluded at 2:47 p.m.  Signature of the witness was not requested by

ATT, JO ANN 14/2018	Pages 33
Page 33	
CERTIFICATE OF NOTARY	
STATE OF MICHIGAN )	
) SS	
COUNTY OF IONIA )	
I, REBECCA A. SANDBORN, certify that this	
deposition was taken before me on the date	
hereinbefore set forth; that the foregoing questions	
and answers were recorded by me stenographically and	
reduced to computer transcription; that this is a	
true, full and correct transcript of my stenographic	
notes so taken; and that I am not related to, nor of	
counsel to, either party nor interested in the event	
of this cause.	
or entry equipe.	
Robert a Smallyer 2	
Return a gentlym	
REBECCA A. SANDBORN, CSR-6107	
Notary Public,	
Ionia County, Michigan.	
My Commission expires: 8/4/2018	

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

YATT, JO ANN			_	* * ***
3/14/2018			P	age Index: \$200for
	9:5,17	bedrooms 12:24	concluded 32:16	<b>drive</b> 7:5 8:15,16
<b>\$</b>	addressed 18:22	belabor 5:24	conditions 28:21	14:10
<b>200</b> 22:13	advance 30:25	belongings 11:19	considered 13:11	<b>driver</b> 21:1,20,23 27:24 28:19,22
	advantage 24:6	Beth 29:22	consistent 30:18	<b>due</b> 18:13
1	afford 28:4	bill 23:2	conversation 20:1	<b>Duffy</b> 5:11,13 17:5
<b>(800)</b> 19:18	afternoon 5:12	<b>bit</b> 15:17	21:5 28:5,18	20:24 25:1,19 30:2,
<b>260</b> 7:5 8:15	agree 25:8	bought 8:12	<b>correct</b> 5:17 7:9 31:4,6	19 31:1,11,25 32:4, 6,8,15
<b>4</b> 5:2	ahead 17:3	break 6:5,8	counsel 27:22	duly 5:7
<b>5</b> 26:15	allowed 32:4	breakup 18:13	31:19 32:18	
<b>8</b> 9:21,25	<b>Ann</b> 5:5 6:20,21,23	Breckenridge 6:24	<b>couple</b> 5:13 7:8	E
st 7:3	apartment 7:6 9:16,	<b>broke</b> 16:6,25	15:15,16 16:14,17 18:8 22:1 29:17	ear 20:2
	17 11:22 12:7,23 19:16 20:15	<b>broken</b> 16:8 18:6,7	<b>cover</b> 21:6	earlier 31:14
2	apartments 7:8	<b>buy</b> 13:18	create 30:17,24	East 6:24
<b>0</b> 9:23	10:20,23 11:8		<b>crib</b> 11:19 13:8	education 8:3
<b>015</b> 11:1,2,7,15	arrangement	С С	current 6:23	employed 7:17
<b>016</b> 7:12 24:18	22:24,25	<b>Cable</b> 12:15		end 7:1
25:16 26:7,9,15,18	<b>assume</b> 6:15 13:2 16:23	<b>call</b> 6:21 18:20,24	D	EUO 26:17,22 27:3,
27:3 30:4 31:3	assuming 29:5	19:11,14 20:4	<b>dad</b> 29:5,6	9,11,15,16 28:1
<b>018</b> 5:2	August 5:2 7:1,12	<b>called</b> 5:6 19:1,5		eventually 30:9
1 27:3	24:17 25:16 26:9,15	29:1 32:6	dad's 10:5 27:8 date 29:10	<b>exact</b> 19:19
: <b>17</b> 5:3	<b>auto</b> 19:1	calls 20:22		examination 5:10,
<b>47</b> 32:16	aware 28:9	car 8:25	dates 24:18	21 25:22 29:15
3	<b>axle</b> 6:11	<b>care</b> 5:15	daughter 8:19 10:14	examined 5:9
		case 24:15	day 30:16	<b>explain</b> 20:7,10
<b>20</b> 6:24	B	catch 6:6	daycare 23:24	21:22
	back 10:13,14	certainty 9:2	days 15:15,16 16:14	F
5	11:13,16,18 12:1,4,	change 14:3 17:22	30:23 31:15	
th 7:22	10 17:1,6,10,21 18:6,7,15 19:7 22:10	changed 17:24	deduction 22:18	factory 7:23,25
	24:12 32:12	charging 12:10	defraud 21:6	familiar 5:16
Α	<b>base</b> 16:24	check 12:6	deposition 5:20	family 16:9
ccident 7:12 8:6	<b>based</b> 17:25 18:1,5	<b>child</b> 23:14	27:19 32:16	<b>Farm</b> 5:15 29:18
9:6,9,22 19:6 24:9,	22:15	<b>Chris</b> 25:25	describe 12:23 17:17	felt 15:25 16:8
17,20,22 25:4,5,7,13 26:9,11,14 27:13	bath 12:25	<b>clear</b> 6:1 30:3,24 31:2	difference 21:22	figure 19:2
28:23,25 29:10	bathrooms 12:24	clothes 17:19,20,22	discovery 32:6	find 28:11,12,25
30:16	<b>bed</b> 17:19	clothing 11:19 13:8	discrepancy 30:17	finish 6:7
<b>dd</b> 21:13 <b>ddress</b> 6:23,25 7:9	<b>bedroom</b> 12:25 13:2,6,9,15	<b>co-owner</b> 28:10	dresser 17:19	<b>form</b> 17:2 25:18 30:13 32:9

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

		se to MetLife's M 4, 2018 Deposition		· ·
YATT, JO ANN	8	, ,	•	
3/14/2018			Page Index:	foundationobjection
oundation 17:2	<b>home</b> 16:24	<b>job</b> 7:25 15:3,7,9,24	1	19 22:6,22 23:16,19,
24:24 25:18 30:13		16:4 24:3	M	24 24:5,6,12 25:10,
32:9	honestly 27:14			12,15 26:2,18 27:7,
rame 13:18 25:2,16	hospital 29:3,4	<b>Johns</b> 7:5 15:7	made 20:4	11,23 28:3,13,21
	hospitals 5:14	<b>join</b> 20:1	mail 11:00 10:10 10	29:1,8 30:6 31:2,9,
<b>'ee</b> 32:15	_	junk 18:21	<b>mail</b> 11:22 18:18,19,	15
<b>III</b> 6:18	<b>hours</b> 16:19 24:3	,		Morgan's 14:14
	house 27:8,12 29:7,	K	<b>main</b> 5:17 6:24 15:21 21:1	16:23 21:13 27:9,16
G	8			mother 18:14
	<b>Hyatt</b> 5:5,12 6:20	<b>keys</b> 14:12	maintain 14:1	Mountaineer 8:7
<b>as</b> 14:3			making 22:6	13:19 19:2,4,8 20:5,
ave 22:3,22 26:17		<b>kicked</b> 15:14,19 30:8	MARCHAND 29:14	8 21:13 24:10,13
				28:7,10,20
ieez-o-pete's 32:1	idea 24:14	kicking 15:15	matter 32:8	<b>move</b> 6:25 10:3,12,
ive 6:5 16:3	important 6:10	kind 5:21	Mcclain 29:22	19 15:11 16:25 17:1
iving 6:2	23:16	knowledge 18:5	Mcdonald's 7:20,	18:14 27:7 30:6 31:2
•	information 22:7		25	<b>move-out</b> 24:16
<b>ood</b> 5:12 9:24 25:21			Meaning 17:6	
	<b>inside</b> 19:16			<b>moved</b> 9:8,14 10:1, 4,14 11:8,13,15,18,
randdaughter	insurance 19:5,8	lack 24:23	memory 10:22	25 12:4,10 13:8,19
7:15 8:20 10:14,17 20:12 21:9 23:14,24	20:5 23:3,8,11		24:18 27:4	14:22 15:3,9,12,13
	insure 22:5 28:3	late 11:15	<b>Mercury</b> 8:7 13:19	16:12,20 17:10,14
Grandma 23:10		lawsuit 5:14	21:13	18:12,17 25:3,10
<b>Fray</b> 29:20	insured 19:3 21:23 22:6 29:18	leading 30:14 31:25	Metlife 5:14 19:2	26:2,18 27:7,12,17
reat 8:20 10:14,17		32:2,13	21:6 22:15 24:9	28:16 30:4,9,12,20, 22,25 31:5,7,9,15
23:23 24:18	insurer 19:1	leave 15:22 16:1,4,5	25:25 27:24 28:5,6,	
roceries 12:19	intent 20:4 21:6	17:15	18,19	<b>moves</b> 10:16 13:13, 15 14:19 16:20
	Internet 12:17	loft 17:16 17 19 10	Michael 29:20	
round 5:24		<b>left</b> 17:16,17,18,19	Michigan 5:1 6:24	moving 14:21 24:16
<b>uy</b> 16:9	introduced 5:12	license 9:6	mid 11:15	25:6,7,12,15
	involving 26:9	listed 27:23		Myers 5:16 8:21
Н	29:12	live 7:4 18:15	mischaracterizing	10:7 13:13 29:12
	issues 5:17		30:14	
appen 16:24 19:16	Ithaca 7:20	lived 7:8 9:11,13,15 20:14	<b>mom</b> 10:5 27:8	N
appened 24:16			moment 15:18	_
25:7	J	living 7:11 8:14,17,	money 8:12 22:22	named 21:23 22:6
<b>appy</b> 6:5		19,22 9:3,25 21:9 24:5 29:9 30:15	23:1,2,6,7 24:12	<b>nature</b> 12:15 16:10
	<b>Jacob</b> 5:15 10:7		month 8:24 10:23	night 17:11,22,24
nard 6:3	13:13,19 15:3,9,11,	long 5:25 7:21 9:11 11:12 16:16 26:21	22:13,22	
<b>ear</b> 19:25	14,19,24 16:25 25:3,			<b>number</b> 19:18,19,20
earing 18:1	6,10 26:2,9,18 27:8,	longer 31:17	months 9:12 11:14 27:12	
•	17,19 28:6,9,19,23	lost 16:24		0
<b>elped</b> 23:19,23	29:9,12 30:4,6,23 31:2,7,15	<b>lot</b> 16:19 17:18	Morgan 7:14 8:6	
<b>elping</b> 12:13,19			9:5,8 10:6,13,15,19	<b>oath</b> 5:21
23:10	<b>Jacob's</b> 18:2 24:15	Louis 5:1	11:13,15,22 12:10 13:1,6,11,15 14:19	<b>object</b> 24:23
<b>ereto</b> 32:18	27:13 29:9		15:11 16:6,12,20	objection 17:2
nigh 8:4	<b>Jo</b> 5:5 6:20,21,23		17:19 18:2,18 19:15,	20:22 25:18 30:13
יואַיו יי.ד			25 20:10 21:2,8,16,	

 ${\bf MIdeps@uslegal support.com}$ Ann Arbor | Detroit | Flint | Jackson U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

aintiffs' Augus Ex		4, 2018 Deposition	of Jo Ann Hyatt	-
YATT, JO ANN	G	•	•	
3/14/2018			Page 1	Index: objectionstitle
32:3,5,7,9	premium 22:20	recall 8:9 11:2,12		<b>stuff</b> 11:20
objections 32:10	premiums 24:10	12:3,6 14:20,22	S	summer 11:5,7 30:3
occasionally 17:21	present 19:13	receiving 11:22	safe 16:23 18:1	31:3
occurred 26:15	preserved 32:11	recollection 8:24 15:24 18:5 21:8	<b>Sage</b> 10:15,17,19	<b>Sun</b> 7:5 8:16
October 27:3	pretty 9:24 11:17	26:25	11:13,15 13:6,16	<b>Sunny</b> 8:15
offered 27:19	17:4	record 6:19 30:18	17:8,10 24:5	supporting 15:23,
oil 14:3	previous 8:11	32:13	<b>Sage's</b> 13:11 17:18	25 16:9
opposed 21:23	primary 21:20	referring 10:6	school 8:4	supposed 22:24
opposite 30:21	prior 7:4,23 8:6 9:8	refresh 10:22	season 11:3	switched 10:20,23 11:8
owned 20:7	16:21 17:25 19:10, 22	refund 24:9	<b>sense</b> 23:19,23	sworn 5:7
owner 21:16,17 28:6	problem 6:13	registered 14:8	<b>separate</b> 15:11 31:5	
-WIIGI 21.10,17 20.0	process 25:6	relationship 18:2,6	September 7:3	Т
P	process 25.6 prompt 6:1	19:22	shortly 16:12	(-II) (F. 12.12 =
	1	relying 23:20	Signature 32:17	talk 15:18 19:7
<b>5:3</b> 32:16	provided 5:15	remember 8:24	similar 27:11	talking 7:12 31:25
paid 12:21 24:10,12	purchase 8:21 12:7 13:22,24	10:23 14:21 15:15 16:18,19 17:17	<b>sit</b> 28:9	tax 8:12 12:6
parents 29:9 30:16	purchased 8:7,14,	20:19 21:4 24:25	<b>small</b> 23:14	telephone 19:11,13
parties 32:18	25 9:2 13:19	25:2 26:3,5,11 27:14,25 28:17,23	<b>sole</b> 28:21	terms 11:3 12:23
oast 8:3	<b>put</b> 19:4,7 20:4	remove 27:23	sort 8:12	13:18 14:17
oay 12:13,19 14:3		rent 12:10	<b>sound</b> 9:23 27:13	<b>testified</b> 5:9 26:1, 20,22,23 30:15,21,
23:7,10	Q		sounds 9:24 11:17	22
payroll 22:18	question 6:7,15	rephrase 6:14	speak 5:25	testify 5:7
perspective 14:14	questions 25:20,24	report 26:13	speaker 19:25	testimony 8:11
ohone 19:25 20:2	29:24 32:3,13	represent 5:13 25:25 26:13	·	17:25 19:10 24:15 26:3,17 27:9,11,15,
ohysically 12:7	<b>quick</b> 29:17	representative	specialized 8:3	16 30:14,18 31:14
oick 18:24	quote 22:1	19:21,23	speculation 20:23	thing 5:17
picked 23:2	quoted 22:2	requested 32:17	spend 17:11,22	things 17:15,16
<b>PIEKNIK</b> 29:16,24		respective 32:18	spent 17:24	time 6:3,5 7:11 8:17,
<b>place</b> 17:1 18:22 32:9	R	return 8:12 12:6	<b>spring</b> 11:4 14:23, 24 26:3,6,7,18 30:3,	21 9:6,14,22 11:3, 24,25 12:4 13:18
	rate 22:2,3,10,12	room 13:11	20 31:3	15:2,8,13 16:7
ooint 8:6 10:1,19 11:2 13:13 14:19	rated 21:23	Rossi 17:2 20:22	<b>St</b> 5:1 7:5 15:7	18:12,17 21:5 24:17 25:2,13,16 26:21,23,
19:1 24:9 31:9	rates 22:1	24:23 25:18,23,25 30:13,22 31:13 32:2,	started 12:3	25.2,13,16 26.21,23, 25 27:2 28:1,16,18
<b>police</b> 26:13	RE-EXAMINATION	5,7,12	<b>starts</b> 10:15	29:8
oolicy 21:14,24	30:1 31:12	rotations 14:4	<b>state</b> 5:15 6:18	times 18:2,8,12,18
27:24	read 5:20 17:25	rules 5:24	29:18	31:5
oossibility 24:19 25:14	19:10	<b>Ryan</b> 5:13	statement 25:8	tire 14:3,4
	reading 22:12		Street 6:24	tired 15:23
oregnant 9:15,20, 25	reason 15:21		strike 13:1	title 20:17

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

HYATT, JO ANN 08/14/2018

Page Index: titled..years PM titled 14:6 23:17,20 24:6 28:3 today 18:1 26:1,3 verbal 6:2 27:1 28:9 31:14 View 7:5 8:15,16 told 15:25 16:5 20:12,14,20 21:8 W 22:7,15 28:13,15 top 5:25 **wanted** 21:13 tote 23:20 Watson 7:14 town 23:21 week 16:4 24:21 toys 17:18 weeks 16:17 31:19, 22 training 8:3 whatnot 13:9 treatment 5:15 winter 11:3,5 trick 6:10 work 7:19.23 8:1 true 5:18 15:13 22:24 24:3 16:10,21,22 19:3 22:8 23:11,14,17,21, worked 7:21 22,25 24:3,7 30:4,7, working 11:25 12:3 16:19 23:6,16 truth 5:7,8 works 5:22 truthful 26:23 worry 24:2 Tuesday 5:2 wrap 6:11 type 30:17 Υ U year 10:23 11:3 **Uh-huh** 10:8 11:9 years 9:12 27:4 13:3 21:10 23:12 ultimatum 16:3 uncommon 18:10 understand 6:12 understanding 22:17 understood 6:15 unemployed 15:5 upstairs 9:16 utilities 12:13 ٧ vehicle 8:14 12:8 13:22 14:1,10,12,14 20:18 21:1,3,19

MIdeps@uslegalsupport.com Ann Arbor | Detroit | Flint | Jackson

U. S. LEGAL SUPPORT Bingham Farms/Southfield | Grand Rapids

# EXHIBIT 5

#### **EXAMINATION UNDER OATH OF:**

MORGAN WATSON

October 21, 2016

Prepared for you by



Bingham Farms/Southfield • Grand Rapids
Ann Arbor • Detroit • Flint • Jackson • Lansing • Mt. Clemens • Saginaw • Troy

4

	Page 1		Page (
1		1	TABLE OF CONTENTS
2	STATE OF MICHIGAN	2	
3		3	Witness Page
4	EXAMINATION UNDER OATH OF: MORGAN WATSON	4	MORGAN WATSON
5		5	
6 7	INSURANCE COMPANY: METLIFE INSURANCE COMPANY	6	EXAMINATION BY MS. ROSSI
8	POLICY NUMBER: 482544181-0	7 8	
9	FOLICI NOPIDER. 402544101-0	9	
10		10	Exhibit Page
11		11	(Exhibits not offered.)
12	The Examination of MORGAN WATSON,	12	(Sample Not on State)
13	Taken at 306 Townsend Street,	13	
14	Lansing, Michigan,	14	
15	Commencing at 11:38 a.m.,	15	
16	Friday, October 21, 2016,	16	
17	Before Rebecca A. Sandborn, CSR-6107.	17	
18		18	
19		19	
20		20	
21 22		21 22	
23		23	
24		24	
25		25	
	Page 2		Page ·
1	APPEARANCES:	1	Lansing, Michigan
2		2	Friday, October 21, 2016
3	MONICA ROSSI		
	PIONICA ROSSI	3	11:38 a.m.
4	The Rossi Law Firm, PLLC	4	
5	The Rossi Law Firm, PLLC 40950 Woodward Avenue	4 5	MORGAN WATSON,
5 6	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306	4 5 6	MORGAN WATSON, was thereupon called as a witness herein, and after
5 6 7	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304	4 5 6 7	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth,
5 6 7 8	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292	4 5 6 7 8	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was
5 6 7 8 9	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:
5 6 7 8 9	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292	4 5 6 7 8 9	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION
5 6 7 8 9 10	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI:
5 6 7 8 9	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION
5 6 7 8 9 10 11	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?
5 6 7 8 9 10 11 12 13	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson.
5 6 7 8 9 10 11 12 13 14	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?
5 6 7 8 9 10 11 12 13 14 15	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabeli Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.
5 6 7 8 9 10 11 12 13 14 15	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that
5 6 7 8 9 10 11 12 13 14 15 16 17 18	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell Watson taken pursuant to notice and agreement of the parties. The examination under oath will be used for any and all purposes under the Michigan Court Rules
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell Watson taken pursuant to notice and agreement of the parties. The examination under oath will be used for any and all purposes under the Michigan Court Rules and Michigan Rules of Evidence.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell Watson taken pursuant to notice and agreement of the parties. The examination under oath will be used for any and all purposes under the Michigan Court Rules and Michigan Rules of Evidence.  BY MS. ROSS:
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell Watson taken pursuant to notice and agreement of the parties. The examination under oath will be used for any and all purposes under the Michigan Court Rules and Michigan Rules of Evidence.  BY MS. ROSS: Q. Good morning, Morgan. My name is Monica Rossi. I was
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	The Rossi Law Firm, PLLC 40950 Woodward Avenue Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Mrossi@rossilawpllc.com	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MORGAN WATSON, was thereupon called as a witness herein, and after having first been duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:  EXAMINATION BY MS. ROSSI: Q. Can you state your full name for the record, please?  A. Morgan Florabell Watson. Q. And for the record, can you spell Florabell?  A. F-I-o-r-a-b-e-I-I.  MS. ROSSI: Let the record reflect that this is the examination under oath of Morgan Florabell Watson taken pursuant to notice and agreement of the parties. The examination under oath will be used for any and all purposes under the Michigan Court Rules and Michigan Rules of Evidence.  BY MS. ROSS:

		Page 5			Page 7
1		pertains to a claim that Jacob Myers filed against	1	A.	6239.
2		them for a date of loss August 15th of 2016; do you	2	Q.	And do you have a valid and current driver's license?
3		understand that?	3	A.	Yes, I do.
4	A.	Yes.	4	Q.	You've handed me your Michigan driver's license,
5	Q.	Have you had your deposition taken before or your	5		W325609255623, expiration date is August 9th of 20/20,
6	-	examination under oath?	6		and it looks like your license was issued on
7	Α.	No.	7		August 8th of 2016; is that correct?
8		Okay. Before we begin I'll just give you some ground	8	Α.	Yes.
9	ų.	rules what we're going to be doing. I'll be asking	9		Where were you living at the time your license was
10		you a series of questions, just some general	10	٧.	issued on August 8th of 2016?
11		background questions and then questions concerning	11	٨	With Jacob's parents. I have not had a chance I
12			12	м.	
13		insurance and Jacob Myers's claim following the car	13	_	didn't get a chance to change my address.
		accident of August 15th of 2016; do you understand	1	Q.	When did you move to Jacob's parent's house?
14	_	that?	14	_	The end of May, beginning of June.
15		Yes.	15	Q.	•
16	Q.	As you can see, we have a court reporter who's seated	16		2016.
17		to your left, so she'll be taking down what you and	17	Q.	Okay. And for the record, what is your relationship
18		will be discussing this morning. That being said, if	18		with Jacob Myers?
19		your answers to my question are a yes or no, I'll need	19		I'm his girlfriend.
20		you to state affirmatively yes or no, try to stay away	20	Q.	And how long have you and Jacob been in a relationship
21		from saying yeah, uh-huh or uh-uh. We want to make	21		for?
22		sure that we have a clean and concise and, more	22	A.	On and off for about three years.
23		importantly, accurate record, okay?	23	Q.	And what are Jacob's parent's names?
24	A.	Okay.	24	A.	His mother is Stacy Myers and his father is Kelly
25	Q.	If at any time you don't understand my question, if	25		Myers.
1		Page 6			Page 8
		you need me to ask the question in a different way if	1	0	Are they married?
		you need me to ask the question in a different way, if	1 2	_	Are they married?
2		you're confused by my question, please let me know.	2	A.	Yes.
2		you're confused by my question, please let me know.  I'm not here to trick or mislead you. I am only here	2	<b>A.</b> Q.	Yes. And do they currently live together?
2 3 4		you're confused by my question, please let me know.  I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't	2 3 4	<b>A.</b> Q. <b>A.</b>	Yes. And do they currently live together? Yes.
2 3 4 5		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be	2 3 4 5	<b>A.</b> Q. <b>A.</b> Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house?
2 3 4 5 6		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?	2 3 4 5 6	A. Q. A. Q. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632.
2 3 4 5 6 7		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.	2 3 4 5 6 7	A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet?
2 3 4 5 6 7 8		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll	2 3 4 5 6 7 8	A. Q. A. Q. A. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade.
2 3 4 5 6 7 8		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best	2 3 4 5 6 7 8 9	A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school?
2 3 4 5 6 7 8 9		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best	2 3 4 5 6 7 8 9	A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept
2 3 4 5 6 7 8 9 10		you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best	2 3 4 5 6 7 8 9 10	A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school?
2 3 4 5 6 7 8 9	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best	2 3 4 5 6 7 8 9 10 11 12	A. Q. A. Q. A. Q. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept
2 3 4 5 6 7 8 9 10	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?	2 3 4 5 6 7 8 9 10	A. Q. A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook.
2 3 4 5 6 7 8 9 10 11	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.	2 3 4 5 6 7 8 9 10 11 12	A. Q. A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did.
2 3 4 5 6 7 8 9 10 11 12	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question	2 3 4 5 6 7 8 9 10 11 12 13	A. Q. A. Q. A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did.
2 3 4 5 6 7 8 9 10 11 12 13	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still	2 3 4 5 6 7 8 9 10 11 12 13 14	A. Q. A. Q. A. Q. A. Q. A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013.
2 3 4 5 6 7 8 9 10 11 12 13 14	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I	2 3 4 5 6 7 8 9 10 11 12 13 14	A. Q. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Q. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. A. Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Q. A. A. A. A. A. Q. A. A. A. Q. A.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. A. Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No. — or take classes anywhere?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. A. Q. Q.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you're understood the question to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?  Okay.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No. — or take classes anywhere? No.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. A. Q. A. Q. A.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?  Okay.  What is your date of birth?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No. — or take classes anywhere? No. Have you taken any classes since graduating? You have to answer yes or no.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q. A. Q. A.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?  Okay.  What is your date of birth?  8/10 of '95.  And that makes you how old today?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No. — or take classes anywhere? No. Have you taken any classes since graduating? You have to answer yes or no. No, no, I have not.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. A. Q. A. Q. A.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?  Okay.  What is your date of birth?  8/10 of '95.  And that makes you how old today?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward — No. — or take classes anywhere? No. Have you taken any classes since graduating? You have to answer yes or no. No, no, I have not. Have you been married?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. A. Q. A. Q. A.	you're confused by my question, please let me know. I'm not here to trick or mislead you. I am only here to gather information from you. So if you don't understand the question please let know and I'll be more than happy to restate it differently, okay?  Okay.  If you don't ask me to restate the question I'll assume that you've understood the question to the best of your ability and that you answered it to the best of your ability, okay?  Okay.  A lot of the times you may be anticipating my question so you may have the tendency to answer while I'm still speaking and I would ask that you please wait until I finish my question completely. It's difficult for Rebecca to take down when two people are talking over one another, okay?  Okay.  What is your date of birth?  8/10 of '95.  And that makes you how old today?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Q.	Yes. And do they currently live together? Yes. What is the address for Jacob's parent's house? 11328 West Vernon Road, Lake, Michigan, 48632. How did you and Jacob meet? We've known each other since 5th grade. Oh, wow. Did you go to the same high school? No, we both bounced around a lot, but we always kept in touch, mainly over Facebook. Did you graduate from high school? Yes, I did. What high school and what year? Owosso High School, 2013. Did you attend college afterward No or take classes anywhere? No. Have you taken any classes since graduating? You have to answer yes or no. No, no, I have not.

	Page 9		Page 1
1	A. Correct.	1	Q. Do you know how to spell that?
2	Q. And you have one daughter; is that correct?	2	A. I-r-w-i-n, I believe.
3	A. Correct.	3	Q. And where is that located?
4	Q. And that's Jacob's daughter?	4	A. Barryton, Michigan.
5	A. Yes.	5	Q. I'm sorry, Burton?
6	Q. And for the record, that's Sage Maybell?	6	A. Barryton, B-a-r-r-y-t-o-n.
7	A. Maybell.	7	Q. Barryton?
8	Q. I'm sorry. Maybell, correct?	8	A. Yes.
9	A. Correct.	9	Q. That's the city that you work in?
10	Q. What is her legal last name?	10	A. Yes.
11	A. Myers.	11	Q. I thought you said Burton at first. Barryton?
12	Q. For the record, what is your relationship to JoAnn	12	A. Yes.
13	Hyatt?	13	Q. What did Jacob do at Irwin Farms at the time of the
14	A. That is my grandmother.	14	accident?
15	Q. Your grandmother on what side?	15	A. He was a crop farmer.
16	A. My dad's side.	16	Q. Was that a full-time or part-time job?
17	Q. What is your dad's name?	17	A. Full-time.
18	A. Robert Allen Hyatt.	18	Q. What would he do as a crop farmer; do you know?
19	Q. Where does he live?	19	A. Run equipment, plow, plant, spray fields, transfe
20	A. Owosso, Michigan.	20	equipment.
21	Q. Is your legal last name Watson?	21	Q. What crop did Irwin Farms — what are they known for
22	A. Yes.	22	A. Corn, soybeans, potatoes.
23	Q. Were your parents married?	23	Q. At the time of the accident you were living at 11328
24	A. No.	24	West Vernon, Lake, Michigan; is that correct?
25	Q. Does Jacob have any other children?	25	A. Yes.
1	A. No.	1	Q. At the time of the accident who else was living at
2	Q. Are you currently employed?	2	that address?
3	A. Yes.	3	A. Myself, Jacob, our daughter, Jacob's parents and h
4	Q. Where do you work?	4	younger sister.
5	A. Sunoco Gas Station in Barryton, Michigan.	5	Q. What's Jacob's sister's name?
6	Q. What do you do there?	6	A. Kayla Myers.
7	A. Make pizza.	7	Q. Do you know how to spell Kayla?
8	Q. How long have you worked there for?	8	A. K-a-l-y-a [sic], I believe is how they spell it.
9	A. Four or five months. That's hard to say. I worked	9	Q. How old is Kayla?
10	before the accident and I haven't worked since the	10	A. 16.
		1	
11	accident, but I still have a job there.	11	O. Does she have a car?
	accident, but I still have a job there.  O. That's nice. So at the time of the accident you were	1	Q. Does she have a car?  A. No.
11 12 13	Q. That's nice. So at the time of the accident you were	11 12 13	A. No.
12		12	•
12 13	<ul><li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li><li>A. Yes.</li></ul>	12 13	A. No. Q. At the time of the accident how long had you been
12 13 14	Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?	12 13 14	<ul><li>A. No.</li><li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li></ul>
12 13 14 15	<ul><li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li><li>A. Yes.</li><li>Q. Making pizza?</li><li>A. Yes.</li></ul>	12 13 14 15	<ul><li>A. No.</li><li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li><li>A. Two or three months.</li></ul>
12 13 14 15	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> </ul>	12 13 14 15 16	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> </ul>
12 13 14 15 16	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> </ul>	12 13 14 15 16 17	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> </ul>
12 13 14 15 16 17 18	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> </ul>	12 13 14 15 16 17 18 19	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> </ul>
12 13 14 15 16 17 18 19	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> <li>A. Five.</li> </ul>	12 13 14 15 16 17 18 19 20	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> <li>Q. And what was her address?</li> </ul>
12 13 14 15 16 17 18 19 20 21	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> <li>A. Five.</li> <li>Q. At the time of this accident that Jacob was involved</li> </ul>	12 13 14 15 16 17 18 19 20 21	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> <li>Q. And what was her address?</li> <li>A. 1260 Sunview Drive, apartment five, St. Johns,</li> </ul>
12 13 14 15 16 17 18 19 20 21	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> <li>A. Five.</li> <li>Q. At the time of this accident that Jacob was involved in was he working anywhere?</li> </ul>	12 13 14 15 16 17 18 19 20 21 22	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> <li>Q. And what was her address?</li> <li>A. 1260 Sunview Drive, apartment five, St. Johns, Michigan.</li> </ul>
12 13 14 15 16 17 18 19 20 21 22 23	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> <li>A. Five.</li> <li>Q. At the time of this accident that Jacob was involved in was he working anywhere?</li> <li>A. Yes.</li> </ul>	12 13 14 15 16 17 18 19 20 21 22 23	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> <li>Q. And what was her address?</li> <li>A. 1260 Sunview Drive, apartment five, St. Johns, Michigan.</li> <li>Q. That's the address on your driver's license, correct?</li> </ul>
12 13 14 15 16 17 18 19 20 21	<ul> <li>Q. That's nice. So at the time of the accident you were working at the Sunoco Gas Station?</li> <li>A. Yes.</li> <li>Q. Making pizza?</li> <li>A. Yes.</li> <li>Q. Were you a full or part-time employee?</li> <li>A. Full.</li> <li>Q. How many days a week would you work?</li> <li>A. Five.</li> <li>Q. At the time of this accident that Jacob was involved in was he working anywhere?</li> </ul>	12 13 14 15 16 17 18 19 20 21 22	<ul> <li>A. No.</li> <li>Q. At the time of the accident how long had you been living at the West Vernon address for?</li> <li>A. Two or three months.</li> <li>Q. And where did you live before that?</li> <li>A. With my grandmother.</li> <li>Q. JoAnn?</li> <li>A. Yes.</li> <li>Q. And what was her address?</li> <li>A. 1260 Sunview Drive, apartment five, St. Johns, Michigan.</li> </ul>

	Page 13	Page 15
1	A. Six months to a year.	1 Q. Do you know when he cancelled the insurance on that
2	Q. Why did you leave?	2 truck?
3	A. Tension between JoAnn and Jacob and things weren't	3 A. April maybe.
4	really going very good for him job-wise but we knew he	4 Q. Would that have been before he moved out of your
5	always had a job with Irwin Farms, so.	5 grandmother's house?
6	Q. How did you know that? Had he worked there before?	6 A. Yes.
7	A. Yes.	7 Q. Was the — and you said that he had parked the
8	Q. How long was — had Jacob been living with JoAnn?	8 vehicle, the truck, because it was old; is that
9	A. Same.	9 correct?
10	Q. For the six months to a year?	10 A. It had broken parts, the clutch went out.
11	A. Close to it. He had moved out maybe a month or so	11 Q. Did he ever replace that vehicle?
12	prior to us moving back up to his parents.	12 A. No.
13	O. So he moved out first	13 Q. Have you ever been convicted of a crime involving
14	A. Yes.	14 theft or dishonesty?
15	Q. — and then you followed about a month later?	15 A. No.
16	A. Yeah.	16 Q. Have you ever been convicted of a felony?
17	Q. Is that accurate? Approximately?	17 A. No.
18	A. Yeah, approximately.	18 Q. At the time that you lived — at the time that you
19	Q. Was — during the period of time that Jacob — does he	19 moved out strike that. Let me back up.
20	go by Jake or Jacob?	20 At the time of this accident did you own a
21	A. Jake.	21 car?
22	Q. During the period of time that Jake was living	22 A. Yeah, the one he crashed.
23	during the period of time that you and Jake were	23 Q. And that was the Mountaineer, correct?
24	living with your grandmother was he working anywhere?	24 A. Yes.
25	A. He had a couple of different jobs. He worked at Bell	25 Q. When did you purchase that vehicle?
	Page 14	Page 16
1	Tire in Owosso, Michigan, he worked at Jiffy's	1 A. I want to say it was sometime in March because I used
2	Mechanic Shop in St. Johns and O'Riley's Auto Part	2 taxes to buy it, so I want to say it was in March.
3	store in St. Johns.	3 Q. Of 2016?
4	Q. Did he work at these places all at the same time?	4 A. Yes.
5	A. No.	5 Q. And where did you purchase it?
6	Q. Just during the duration of time that he was living	6 A. Master's Mechanic Shop in St. Johns, Michigan.
7	with your grandma?	
	, -	7 Q. Do you recall how much you bought it for?
8	A. Yes.	8 A. 3,000.
9	A. Yes. Q. At the time that Jake moved out of your grandmother's	8 A. 3,000. 9 Q. Where were you working where you used your tax money
9 10	<ul><li>A. Yes.</li><li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li></ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle?
9 10 11	<ul><li>A. Yes.</li><li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li><li>A. He did, but he didn't.</li></ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money 10 to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m.
9 10 11 12	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that?
9 10 11 12 13	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or
9 10 11 12 13	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people.
9 10 11 12 13 14 15	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh.
9 10 11 12 13 14 15 16	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always
9 10 11 12 13 14 15 16	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of
9 10 11 12 13 14 15 16 17	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different
9 10 11 12 13 14 15 16 17 18	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing.
9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> <li>A. It was a truck, it was an F150, it was a stick; I know</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing. 20 Q. So what did you do there?
9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> <li>A. It was a truck, it was an F150, it was a stick; I know that much. I don't remember the year of it.</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing. 20 Q. So what did you do there? 21 A. Sewing.
9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> <li>A. It was a truck, it was an F150, it was a stick; I know that much. I don't remember the year of it.</li> <li>Q. That's fair enough. Do you know what insurance</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing. 20 Q. So what did you do there? 21 A. Sewing. 22 Q. Really? Wow.
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> <li>A. It was a truck, it was an F150, it was a stick; I know that much. I don't remember the year of it.</li> <li>Q. That's fair enough. Do you know what insurance company he had insured it with?</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing. 20 Q. So what did you do there? 21 A. Sewing. 22 Q. Really? Wow. 23 A. The line I was on we did clothes for the armed forces.
9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>A. Yes.</li> <li>Q. At the time that Jake moved out of your grandmother's house did he have a car?</li> <li>A. He did, but he didn't.</li> <li>Q. Okay. What do you mean by that?</li> <li>A. It had broke down. He didn't have the money to fix it so he had parked it.</li> <li>Q. Okay.</li> <li>A. And then he had cancelled the insurance on it.</li> <li>Q. And what kind of car was that?</li> <li>A. I don't it was old, I know that.</li> <li>Q. Was it a truck?</li> <li>A. It was a truck, it was an F150, it was a stick; I know that much. I don't remember the year of it.</li> <li>Q. That's fair enough. Do you know what insurance</li> </ul>	8 A. 3,000. 9 Q. Where were you working where you used your tax money to purchase the vehicle? 11 A. Peckham, P-e-c-k-h-a-m. 12 Q. What is that? 13 A. It is a company that employs both mentally or physically disabled people. 15 Q. Uh-huh. 16 A. It doesn't matter how severe nothing, they always find something for you to do and they hire a lot of immigrants, I would say. There's 35 different languages spoken within that one shop in Lansing. 20 Q. So what did you do there? 21 A. Sewing. 22 Q. Really? Wow.

	Page 17	1	Page 19
1	Q. That was in Lansing?	1	Q. Did you bring the do you still have the
2	A. Yeah.	2	Mountaineer?
3	Q. Wow.	3	A. Yeah. I don't have the title.
4	A. It's where the Capital Regional International Airpor	t 4	Q. Okay.
5	is, it shares the same driveway.	5	A. We actually just lost the title.
6	Q. Oh, really? Wow. So were you a full-time or	6	Q. Who was on the title of the vehicle at the time of the
7	part-time employee?	7	accident?
8	A. Full-time.	8	A. Myself and Jacob.
9	Q. So you bought the Mountaineer for \$3,000; is that	9	Q. You were both on the title?
10	correct?	10	A. Yes, we were.
11	A. Yes.	11	<ul> <li>Q. Were you — had you always been on the title before</li> </ul>
12	Q. Did you insure that vehicle?	12	you
13	A. Yes.	13	<ol> <li>Yep, since the day we bought it.</li> </ol>
14	Q. How did you insure that vehicle?	14	Q. Did he buy it with you?
15	A. Through my grandmother.	15	A. I I paid for it but we were both on the title.
16	<ul> <li>When you say, through your grand mother, what do you</li> </ul>	16	Q. How did that work? Did you — so you filled out the
47	mean by that?	17	title form to the State of Michigan?
1.8	A. She added me onto her policy through MetLife.	18	A. Yeah.
19	Q. Do you know how she went about doing that?	19	Q. Yes? You have to stay away from saying yeah.
20	A. Over the phone.	20	A. Yes, I believe so, yeah, yes.
21	Q. Were you there?	21	Q. Did you pay cash or check?
22	A. Yes.	22	A. Cash.
23	Q. Did you speak with any MetLife agent?	23	Q. Who was on the registration of the vehicle?
24	A. No, not personally, no.	24	A. I believe both myself and Jacob.
25	Q. Did they — when your grandmother added you over the	25	Q. Do you have that, the registration?
	Page 18	2	Page 20
		2	1090 00
1			
1 2	phone did MetLife ask for any information from you?	1	A. I could probably get ahold of his father, Jacob and
2	phone did MetLife ask for any information from you?  A. What kind of information.	1 2	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.
	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?	1 2 3	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.     Q. Yeah, could you?
2 3 4	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.	1 2 3 4	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.     Q. Yeah, could you?     A. I probably could, yeah.
2	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever	1 2 3 4 5	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> </ul>
2 3 4 5 6	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before	1 2 3 4 5	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> </ul>
3 4 5	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?	1 2 3 4 5	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.</li> </ul>
2 3 4 5 6 7	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.	1 2 3 4 5 6 7	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)</li> </ul>
2 3 4 5 6 7 8	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever	1 2 3 4 5 6 7 8	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)</li> </ul>
2 3 4 5 6 7 8 9	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your	1 2 3 4 5 6 7 8	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.  Q. Yeah, could you?  A. I probably could, yeah.  Q. Do you need to call them right now?  A. Yeah.  Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.
2 3 4 5 6 7 8 9	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?	1 2 3 4 5 6 7 8 9	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)</li> </ul>
2 3 4 5 6 7 8 9 10	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.	1 2 3 4 5 6 7 8 9 10 11	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.  Q. Yeah, could you?  A. I probably could, yeah.  Q. Do you need to call them right now?  A. Yeah.  Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.  BY MS. ROSSI:  Q. So your recollection is that both you and Jake are on
2 3 4 5 6 7 8 9 10 11	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you	1 2 3 4 5 6 7 8 9 10 11	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.  Q. Yeah, could you?  A. I probably could, yeah.  Q. Do you need to call them right now?  A. Yeah.  Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.  BY MS. ROSSI:
2 3 4 5 6 7 8 9 10 11 12 13	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add	1 2 3 4 5 6 7 8 9 10 11 12 13	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.  Q. Yeah, could you?  A. I probably could, yeah.  Q. Do you need to call them right now?  A. Yeah.  Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.  BY MS. ROSSI:  Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?  A. Correct.
2 3 4 5 6 7 8 9 10 11 12 13 14	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?	1 2 3 4 5 6 7 8 9 10 11 12 13 14	A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.  Q. Yeah, could you?  A. I probably could, yeah.  Q. Do you need to call them right now?  A. Yeah.  Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.  BY MS. ROSSI:  Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?  A. Correct.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.) (Back on the record at 12:01 p.m.) MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.) (Back on the record at 12:01 p.m.) MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes,</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill ou in order to get you added to the policy?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 t 17	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.) (Back on the record at 12:01 p.m.) MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI: a both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes,</li> <li>Q. How often?</li> <li>A. Almost every day.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill our in order to get you added to the policy?  A. No.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.) (Back on the record at 12:01 p.m.) MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI: a both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes,</li> <li>Q. How often?</li> <li>A. Almost every day.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill our in order to get you added to the policy?  A. No.  Q. Were you ever — did MetLife ever send you a copy of	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes.</li> <li>Q. How often?</li> <li>A. Almost every day.</li> <li>Q. When you purchased the Mountaineer did Jake have a care</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill our in order to get you added to the policy?  A. No.  Q. Were you ever — did MetLife ever send you a copy of the insurance policy?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes.</li> <li>Q. How often?</li> <li>A. Almost every day.</li> <li>Q. When you purchased the Mountaineer did Jake have a ca at that time?</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill our in order to get you added to the policy?  A. No.  Q. Were you ever — did MetLife ever send you a copy of the insurance policy?  A. No.	1 2 3 4 5 6 6 7 8 9 10 11 12 13 14 15 16 t 17 18 19 20 21	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes,</li> <li>Q. How often?</li> <li>A. Almost every day.</li> <li>Q. When you purchased the Mountaineer did Jake have a ca at that time?</li> <li>A. No.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	phone did MetLife ask for any information from you?  A. What kind of information.  Q. Did they ask for a copy of your driver's license?  A. No.  Q. Okay. Did they ask — did anyone from MetLife ever ask that you submit any documentation to them before adding you to that policy?  A. Not that I'm aware of, no.  Q. And just so the record is clear, did you speak — ever speak with anybody from MetLife at the time that your grandmother added you to her insurance policy?  A. No.  Q. Do you recall what month it would have been that you called — that your grandmother called MetLife to add you to the policy?  A. March, March or April.  Q. Did MetLife ever send any documents to you to fill ou in order to get you added to the policy?  A. No.  Q. Were you ever — did MetLife ever send you a copy of the insurance policy?  A. No.  Q. Did your grandmother tell MetLife that you were the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>A. I could probably get ahold of his father, Jacob and his father, and have them bring it down with them.</li> <li>Q. Yeah, could you?</li> <li>A. I probably could, yeah.</li> <li>Q. Do you need to call them right now?</li> <li>A. Yeah.</li> <li>Q. Okay. Go ahead.  (Off the record at 11:56 a.m.)  (Back on the record at 12:01 p.m.)  MS. ROSSI: Back on the record.</li> <li>BY MS. ROSSI:</li> <li>Q. So your recollection is that both you and Jake are on the title to the Mountaineer; is that correct?</li> <li>A. Correct.</li> <li>Q. Did Jake use the drive the Mountaineer?</li> <li>A. Yes,</li> <li>Q. How often?</li> <li>A. Almost every day.</li> <li>Q. When you purchased the Mountaineer did Jake have a ca at that time?</li> <li>A. No.</li> <li>Q. Did Jake have a key to the Mountaineer?</li> </ul>

	Page 21	Page 23
1.	A. Yes.	1 A. Yes, I did.
2	Q. Did Jake ever make any insurance payments for the	2 Q. What was your agreement with her?
1	Mountainser?'	3 A. Under 100 bucks. I know insurance I went through
6	A. He helped me pay, yes.	4 I've gone through her for vehicles and car
3	Q. How did he help you pay?	5 insurance since I started driving. Payments were
4	A. He would pay half, the insurance payment was almost	6 lower, so I don't know the exact number, but it's
2	200, so we would both pay 100.	7 been under \$100.
18	Q. And how would you pay that?	8 Q. Where — so what happened to the Eighty Eight
9	A. Cash to my grandmother.	9 Oldsmobile?
),W	Q. What was the arrangement between you and to your	10 A. It was the frame underneath of it had rusted out so
1.1	grandmother with regard to insurance premiums?	11 it was no longer safe to drive.
12	A. I would make monthly payments to ber and then she	12 Q. Were you living with JoAnn when you had the Eighty
11	would pay the insurance.	13 Eight Oldsmobile?
14	Q. And the monthly payments were \$200 a month?	14 A. Yes.
15	A. Just a little under, it was like 194.	15 Q. Where did Denise Hawkins live at that time?
16	Q. Are you still making those insurance payments?	16 A. Grand Ledge, Michigan.
17	A. No.	17 Q. Were you the title owner to the Eighty Eight
18	Q. How long did you make the insurance payments for?	18 Oldsmobile?
19	A. I think we had missed a payment in July but I had made	19 A. No.
20	them regularly every month, but I think we had missed	20 Q. Who was?
21	July and then I hadn't paid August and then he got	21 A. Denise, my grandmother. The Mountaineer is the first
22	into the accident and I haven't paid at all since the	22 vehicle where my name was on the title.
23	accident.	23 Q. When you moved out of your grandmother's house did you
24	Q. Do you know how much your grandmother's insurance	24 ever contact MetLife to let them know that you had
25	premium is for the Mountaineer?	25 left?
2		1 A. No, I did not. 2 Q. When you moved out of your grandma's house was your intent ever to go back to JoAnn's or was your intent
4	agreed to?	4 to stay with Jake at his parent's house?
5	A. Yes.	5 A. My intent was to stay with Jake at his parent's. I
6	Q. Did you ever did you ever own a car before the	6 had planned on calling MetLife to inform them of my
7	Mountaineer?	7 moving. I just had not had the chance.
8	A. In my name, no.	8 Q. Did you ever try did you ever seek out insurance of
9	Q. In somebody else's name you did?	9 your own when you purchased the Mountaineer?
10	A. Yes.	10 A. Yes.
11	Q. Whose?	11 Q. What did you do in that regard?
22		12 A. I couldn't afford it. I had had an accident with the
12	Hawkins.	13 Oldsmobile and it resulted in two points on my
13		[1] [1] [1] [1] [1] [1] [1] [1] [1] [1]
13 14		14 license, so insurance went up quite a bit for me and
13 14 15	A. My grandmother on my mother's side.	at that time I was paying daycare and then trying to
13 14 15 16	A. My grandmother on my mother's side. Q. Is she still living?	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was
13 14 15 16 17	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge.	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance
13 14 15 16 17 18	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer?	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn?
13 14 15 16 17 18 19	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn?  A. Mine.
13 14 15 16 17 18 19	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I was listed as a driver.	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn? A. Mine. Q. And was JoAnn agreeable to that?
13 14 15 16 17 18 19 20 21	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I was listed as a driver. Q. Was that car insured?	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn?  A. Mine. Q. And was JoAnn agreeable to that? A. Yes.
13 14 15 16 17 18 19 20 21 22	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I was listed as a driver. Q. Was that car insured? A. Yes.	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn? A. Mine. Q. And was JoAnn agreeable to that? A. Yes. Q. So it was a financial benefit for you to go through
13 14 15 16 17 18 19 20 21 22 23	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I was listed as a driver. Q. Was that car insured? A. Yes. Q. Through what company?	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn?  A. Mine. Q. And was JoAnn agreeable to that? A. Yes. Q. So it was a financial benefit for you to go through your
13 14 15 16 17 18 19 20 21 22	A. My grandmother on my mother's side. Q. Is she still living? A. She lives in Grand Ledge. Q. What was your last vehicle before the Mountaineer? A. An Eighty Eight Oldsmobile. It was in her name but I was listed as a driver. Q. Was that car insured? A. Yes. Q. Through what company? A. I have no idea. I don't know their insurance company.	at that time I was paying daycare and then trying to afford insurance. I couldn't afford it so that was when I had gone through my grandmother for insurance Q. Whose idea was it to go through JoAnn? A. Mine. Q. And was JoAnn agreeable to that? A. Yes. Q. So it was a financial benefit for you to go through

	Page 25	Page 27
1	A. Yes.	1 Q. Were the police called to the scene?
2	Q. Your grandmother testified that she would drive the	2 A. The police were kind of already on scene. There was
3	Milan at the time of the accident; is that correct?	3 another accident that was trying to be avoided.
4	A. Correct.	4 Q. What police department was it?
5	Q. Did you ever drive that car?	5 A. I don't know, I don't remember.
6	A. Once in a while, not very often.	6 Q. Were you ticketed?
7	Q. Was she the primary driver of that vehicle?	7 A. Yes, I was.
8	A. Yes.	8 Q. And that's where you got the two points?
9	Q. Did JoAnn ever drive the Mountaineer?	9 <b>A. Yes.</b>
10	A. No.	10 Q. Were you did you ever make a claim for insurance
11	Q. Did Jake ever drive the Milan?	11 benefits from that accident?
12	A. No.	12 A. No.
13	Q. Would he need your grandmother's permission in order	13 Q. Were you ever involved in any other car accidents?
14	to do so?	14 A. No.
15	A. Yes.	15 Q. Was your license ever suspended?
16	Q. Would you need your grandmother's permission to drive	16 A. No.
17	the car?	17 Q. Was Jacob's driver's license ever suspended?
18	A. Mainly to get the keys. She doesn't have spare keys.	18 A. Not that I'm aware of, no.
19	Q. How many sets of keys to the Mountaineer?	19 Q. Was he ever involved in any accidents before this one?
20	A. Two.	20 A. 2011 him and his past girlfriend were on their way to
21	Q. So Jake had a set?	21 school and I believe she was driving and they hit
22	A. Yes.	22 black ice and she had rolled the truck.
23	Q. What car did he take when he moved out before you?	23 Q. Was she in her car or his?
24	A. At the time he had had his truck still.	24 A. I believe it was her truck.
25	Q. Okay.	25 Q. Wow. Okay. Was he injured from that accident?
	Page 26	Page 28
	Page 26	Page 28
1	A. But then the clutch went out in his truck and we had	A. A couple a couple of bumps and bruises, but nothing
2	But then the clutch went out in his truck and we had     already started making arrangements to move back up to	1 A. A couple a couple of bumps and bruises, but nothing 2 serious.
2 3	But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever
2 3 4	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry,	1 A. A couple a couple of bumps and bruises, but nothing serious. 3 Q. Do you know if his driver's license was ever suspended?
2 3 4 5	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.	1 A. A couple a couple of bumps and bruises, but nothing serious. 2 Q. Do you know if his driver's license was ever suspended? 5 A. I don't believe so.
2 3 4 5 6	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?	<ol> <li>A. A couple a couple of bumps and bruises, but nothing serious.</li> <li>Q. Do you know if his driver's license was ever suspended?</li> <li>A. I don't believe so.</li> <li>Q. Was he ever involved in any other accidents before</li> </ol>
2 3 4 5 6 7	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.	<ul> <li>A. A couple a couple of bumps and bruises, but nothing serious.</li> <li>Q. Do you know if his driver's license was ever suspended?</li> <li>A. I don't believe so.</li> <li>Q. Was he ever involved in any other accidents before this one?</li> </ul>
2 3 4 5 6 7 8	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.  Q. Do you know what his friend's name is?	<ul> <li>A. A couple a couple of bumps and bruises, but nothing serious.</li> <li>Q. Do you know if his driver's license was ever suspended?</li> <li>A. I don't believe so.</li> <li>Q. Was he ever involved in any other accidents before this one?</li> <li>A. Just the one in 2011 that I'm aware of.</li> </ul>
2 3 4 5 6 7 8 9	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.  Q. Do you know what his friend's name is?  A. David Bandt.	<ul> <li>A. A couple a couple of bumps and bruises, but nothing serious.</li> <li>Q. Do you know if his driver's license was ever suspended?</li> <li>A. I don't believe so.</li> <li>Q. Was he ever involved in any other accidents before this one?</li> <li>A. Just the one in 2011 that I'm aware of.</li> <li>Q. Okay. Does Jake have any other children?</li> </ul>
2 3 4 5 6 7 8 9	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.
2 3 4 5 6 7 8 9 10	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with
2 3 4 5 6 7 8 9 10 11	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?
2 3 4 5 6 7 8 9 10 11 12 13	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.
2 3 4 5 6 7 8 9 10 11 12 13	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  V. Where did you live before you moved in with your
2 3 4 5 6 7 8 9 10 11 12 13 14	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> <li>Q. Were you driving the Oldsmobile?</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  In Grand Ledge?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> <li>Q. Were you driving the Oldsmobile?</li> <li>A. Yes.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Q. Where did you live before you moved in with your grandma?  A. My Grandma Denise.  In Grand Ledge?  A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> <li>Q. Were you driving the Oldsmobile?</li> <li>A. Yes.</li> <li>Q. Were you ever sued from that accident?</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Q. Where did you live before you moved in with your grandma?  A. My Grandma Denise.  In Grand Ledge?  A. Yes.  Un How long did you live with her for?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> <li>Q. Were you driving the Oldsmobile?</li> <li>A. Yes.</li> <li>Q. Were you ever sued from that accident?</li> <li>A. No.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  In Grand Ledge?  A. Yes.  How long did you live with her for?  A. A little over a year.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.  Q. Do you know what his friend's name is?  A. David Bandt.  Q. Can you spell his last name, please?  A. B-a-n-d-t.  Q. Bandt?  A. Bandt.  Q. Have you ever been in a car accident?  A. I want to say it was February or March of 2016 I had rear-ended somebody.  Q. Were you driving the Oldsmobile?  A. Yes.  Q. Were you ever sued from that accident?  A. No.  Q. Let me finish my question. Were you ever sued from	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  A. Yes.  Q. In Grand Ledge?  A. Yes.  Q. How long did you live with her for?  A. A little over a year.  Q. Did Jake live with you, too?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.  Q. Do you know what his friend's name is?  A. David Bandt.  Q. Can you spell his last name, please?  A. B-a-n-d-t.  Q. Bandt?  A. Bandt.  Q. Have you ever been in a car accident?  A. I want to say it was February or March of 2016 I had rear-ended somebody.  Q. Were you driving the Oldsmobile?  A. Yes.  Q. Were you ever sued from that accident?  A. No.  Q. Let me finish my question. Were you ever sued from that accident?	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  A. My Grandma Denise.  P. Un Grand Ledge?  A. Yes.  Did Jake live with you, too?  A. Yes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	<ul> <li>A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.</li> <li>Q. What is his friend's grandmother's name; do you know?</li> <li>A. No.</li> <li>Q. Do you know what his friend's name is?</li> <li>A. David Bandt.</li> <li>Q. Can you spell his last name, please?</li> <li>A. B-a-n-d-t.</li> <li>Q. Bandt?</li> <li>A. Bandt.</li> <li>Q. Have you ever been in a car accident?</li> <li>A. I want to say it was February or March of 2016 I had rear-ended somebody.</li> <li>Q. Were you driving the Oldsmobile?</li> <li>A. Yes.</li> <li>Q. Were you ever sued from that accident?</li> <li>A. No.</li> <li>Q. Let me finish my question. Were you ever sued from that accident?</li> <li>A. No, I was not.</li> </ul>	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  A. My Grandma Denise.  P. Un Grand Ledge?  A. Yes.  Q. Did Jake live with you, too?  A. Yes.  Q. Why did you leave Grandma Denise's house?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. But then the clutch went out in his truck and we had already started making arrangements to move back up to his parents when the clutch went out and he had parked it at his friend's grandmother's house in Perry, Michigan.  Q. What is his friend's grandmother's name; do you know?  A. No.  Q. Do you know what his friend's name is?  A. David Bandt.  Q. Can you spell his last name, please?  A. B-a-n-d-t.  Q. Bandt?  A. Bandt.  Q. Have you ever been in a car accident?  A. I want to say it was February or March of 2016 I had rear-ended somebody.  Q. Were you driving the Oldsmobile?  A. Yes.  Q. Were you ever sued from that accident?  A. No.  Q. Let me finish my question. Were you ever sued from that accident?  A. No, I was not.  Q. Did you injure yourself from that accident?	A. A couple a couple of bumps and bruises, but nothing serious.  Q. Do you know if his driver's license was ever suspended?  A. I don't believe so.  Q. Was he ever involved in any other accidents before this one?  A. Just the one in 2011 that I'm aware of.  Q. Okay. Does Jake have any other children?  A. No.  Did you pay your grandmother rent when you lived with her?  A. No.  Where did you live before you moved in with your grandma?  A. My Grandma Denise.  A. My Grandma Denise.  P. Un Grand Ledge?  A. Yes.  Did Jake live with you, too?  A. Yes.

	Page 29		Page 31
1	Jake and he's my he's the father of my child and	1 (	2. What about Kelly, is he full-time or part-time?
2	I'm not just going to abandon him because my family	2 4	A. Full-time.
3	doesn't care for him. There's nothing wrong with our	3 (	2. And is Kayla in school?
4	relationship, so.	4 #	l. Yes.
5	Q. So at the time of the accident you guys were together;	5 (	). What grade is she in?
6	is that correct?	6 🖊	. 10th grade, I believe.
7	A. Correct.	7 (	What high school does she attend?
8	Q. Were you broken up for a period of time before that?	8 #	It's called the Mosaic. I know it's an alternative
9	A. Yes.	9	ed, I believe.
10	Q. What period of time was that?	10 (	2. Does she have her driver's license; do you know?
11	A. That month that he had moved out prior to moving back	11	A. No.
12	up to his parents we had split and I think we had been	12 (	Q. She doesn't?
13	I think just the beginning of August we had agreed	13	A. No.
14	to get back together, so we had moved the end of May,	14 (	Q. Does Jake have any other siblings?
15	beginning of June in with his parents and I think it	15	<ol> <li>He has an older sister who I believe just turned 19,</li> </ol>
16	was just the beginning of August we had agreed to get	16	her name is Brianna Myers.
17	back together.	17 (	Q. Where does she live?
18	Q. Where were you living at that time when you agreed to	18	A. With her boyfriend in Remus, Michigan.
19	get back together?	19 (	Q. Was she living at Kelly and Stacy's at the time of the
20	A. With his parents.	20	accident?
21	Q. You were broken up while you lived with his parents?	21	A. No.
22	A. Yeah. We still got along fine as friends and I wanted	22 (	Q. Does he have any other siblings?
23	my family under one roof. I wasn't going to listen to	23	A. No.
24	my daughter cry every night because she wanted her dad	24 (	Q. When you moved out of your grandmother's house did you
25	and she didn't understand why he wasn't there.	25	leave any of your possessions there?
	Page 30		Page 32
1	Q. How many bedrooms at Kelly and Stacy's house?	1	A. Which grandmother?
2	A. Two.	2 (	Q. I'm sorry. Good question. JoAnn.
3	Q. Two bedrooms? Is that a yes?	3 ,	A Voc Esgo has a crib from those and Esgo and T both
			<ol><li>Yes, Sage has a crib from there and Sage and I both</li></ol>
4	A. Yes.	4	still have clothes there.
4 5	Q. How many bathrooms?	_	· -
		5	still have clothes there.
5	Q. How many bathrooms?	5	still have clothes there.  Q. Why did you leave the crib?
5 6	Q. How many bathrooms?  A. One.	5 ( 6 ,	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is
5 6 7	<ul><li>Q. How many bathrooms?</li><li>A. One.</li><li>Q. So do you and Jake have your own room?</li></ul>	5 ( 6 ,	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.
5 6 7 8	<ul><li>Q. How many bathrooms?</li><li>A. One.</li><li>Q. So do you and Jake have your own room?</li><li>A. No.</li></ul>	5 6 7 8 9	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at
5 6 7 8 9	<ul><li>Q. How many bathrooms?</li><li>A. One.</li><li>Q. So do you and Jake have your own room?</li><li>A. No.</li><li>Q. How does that work?</li></ul>	5 ( 6 , 7 8 ( 9 10 ,	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?
5 6 7 8 9	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> </ul>	5 6 7 8 9 10 11 11 11 11 11 11 11 11 11 11 11 11	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and
5 6 7 8 9 10	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> </ul>	5 6 7 8 9 10 11 11 11 11 11 11 11 11 11 11 11 11	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?
5 6 7 8 9 10 11	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> </ul>	5 6 7 8 9 10 11 12 13	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for
5 6 7 8 9 10 11 12 13	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> </ul>	5 6 7 8 9 10 11 12 13 14	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  The majority of Sage's clothes, my clothes, toys for Sage and my bed.
5 6 7 8 9 10 11 12 13	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> </ul>	5 6 7 8 9 10 11 12 13 14 15	still have clothes there.  2. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  2. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  2. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?
5 6 7 8 9 10 11 12 13 14 15	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16	still have clothes there.  2. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  2. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  2. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  2. Are you still getting mail at JoAnn's address?  A. Yes, I am.
5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?
5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  A. Yes, I do.  Q. What mail do you still get at JoAnn's?
5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> <li>A. Yes, the Sunoco Gas Station; she is a manager.</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.  Q. Do you get any bills? Do any bills are any bills
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> <li>A. Yes, the Sunoco Gas Station; she is a manager.</li> <li>Q. Where you work?</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  A. Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.  Q. Do you get any bills? Do any bills are any bills being sent to JoAnn's address?
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> <li>A. Yes, the Sunoco Gas Station; she is a manager.</li> <li>Q. Where you work?</li> <li>A. She got me the job.</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  A. Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.  Q. Do you get any bills? Do any bills are any bills being sent to JoAnn's address?  A. I don't have any bills in my name.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> <li>A. Yes, the Sunoco Gas Station; she is a manager.</li> <li>Q. Where you work?</li> <li>A. She got me the job.</li> <li>Q. That's convenient. Is she a full-time or part-time</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house is too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  A. Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.  Q. Do you get any bills? Do any bills are any bills being sent to JoAnn's address?  A. I don't have any bills in my name.  Q. What mail are you getting at Kelly and Stacy's?
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>Q. How many bathrooms?</li> <li>A. One.</li> <li>Q. So do you and Jake have your own room?</li> <li>A. No.</li> <li>Q. How does that work?</li> <li>A. We sleep in the living room.</li> <li>Q. Where does Sage sleep?</li> <li>A. In a playpen.</li> <li>Q. In the living room?</li> <li>A. Yes.</li> <li>Q. Does Kelly is he is he employed?</li> <li>A. Yes.</li> <li>Q. Where does he work?</li> <li>A. MacKersie's Butcher Shop.</li> <li>Q. What about Stacy?</li> <li>A. Yes, the Sunoco Gas Station; she is a manager.</li> <li>Q. Where you work?</li> <li>A. She got me the job.</li> </ul>	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	still have clothes there.  Q. Why did you leave the crib?  A. Because the house is too small, his parent's house too small.  Q. And what kind of clothes did you leave behind at JoAnn's?  A. Just some shirts and pants and  Q. What did you take with you when you left?  A. The majority of Sage's clothes, my clothes, toys for Sage and my bed.  Q. Are you still getting mail at JoAnn's address?  A. Yes, I am.  Q. Do you get any mail at Kelly and Stacy's address?  A. Yes, I do.  Q. What mail do you still get at JoAnn's?  A. A lot of it is just junk mail.  Q. Do you get any bills? Do any bills are any bills being sent to JoAnn's address?  A. I don't have any bills in my name.

	Page 33	Page 35
1	A. Department of Human Services.	1 works. I know their car insurance went through a
2	Q. What kind of mail are you getting from them?	2 friend and they were getting ready to sign the title
3	A. I was trying to activate a case for assistance both	3 over to her.
4	for food stamps and healthcare.	4 Q. To the friend?
5	Q. Okay.	5 A. Yes. Who their car insurance was going through, I
6	A. So I was getting that paperwork. My case, I'm not	6 don't know why, I don't know what their reasoning is
7	sure what happened to it, but it my guess is it got	7 for it, I just know that all of that was in the
8	cancelled and Jake's mother Stacy put me on hers.	8 process before Jake's accident.
9	Q. What are you talking about? Her food stamps, you	9 Q. Let's back up and you — I just want to know what you
10	mean?	10 know, okay? So at the time of Jake's accident did
11	A. Yeah, case.	11 Kelly have a car to get to work?
12	Q. Her DHS case?	12 A. Yes, he did.
13	A. Yes.	13 Q. What would he take, what was his car?
14	Q. So other than the DHS mail, what else would you be	14 A. It was a van.
15	getting at Kelly and Stacy's?	15 Q. Was this the conversion van?
16	A. Not much. I don't get mail. I don't have any bills	16 A. Yes, it was. I don't know if it was still in Kelly's
17	or anything in my name unless it's junk mail.	17 name or not.
18	Q. When you had your driver's license re-issued on	18 Q. Okay. At one point in time was the van in Kelly's
19	August 8th of 2016 how did you go about doing that?	19 name to your knowledge?
20	A. Through the Secretary of State in Mt. Pleasant,	20 A. Yes, it was.
21	Michigan.	Q. And when you say it was in Kelly's name are we talking
22	Q. Why did you not inform them at that time that you had	the title and registration or what do you mean by
23	moved?	23 that?
24	A. Because I didn't have the time.	24 A. I know the title was, I do not know if the insurance
25	Q. Did you physically go to the Secretary of State in Mt.	
		25 was or not.
	Page 34	Page 36
1		
	Page 34	Page 36
1	Page 34 Pleasant?	Page 36
1 2	Page 34  Pleasant?  A. Yes, I did, and I had my two-year-old daughter with	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake
1 2 3	Page 34  Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then
1 2 3 4	Page 34  Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of
1 2 3 4 5	Page 34  Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.
1 2 3 4 5	Page 34  Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.	Page 36  1 Q. How do you know the title was in his name?  2 A. I was told and the van had been Jake's when Jake  3 bought the van when he graduated high school and then  4 his dad bought it off of Jake, Kelly bought it off of  5 Jake.  6 Q. And that was before you and Jake lived with JoAnn?
1 2 3 4 5 6	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of	Page 36  1 Q. How do you know the title was in his name?  2 A. I was told and the van had been Jake's when Jake  3 bought the van when he graduated high school and then  4 his dad bought it off of Jake, Kelly bought it off of  5 Jake.  6 Q. And that was before you and Jake lived with JoAnn?  7 A. Correct.
1 2 3 4 5 6 7 8	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  R. At the time of accident did Stacy have a car?
1 2 3 4 5 6 7 8	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.
1 2 3 4 5 6 7 8 9	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  10 Q. How would Stacy get to work?
1 2 3 4 5 6 7 8 9	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  11 A. The van, Kelly.
1 2 3 4 5 6 7 8 9 10 11	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.	Page 36  1 Q. How do you know the title was in his name?  2 A. I was told and the van had been Jake's when Jake  3 bought the van when he graduated high school and then  4 his dad bought it off of Jake, Kelly bought it off of  5 Jake.  6 Q. And that was before you and Jake lived with JoAnn?  7 A. Correct.  8 Q. At the time of accident did Stacy have a car?  9 A. No.  10 Q. How would Stacy get to work?  11 A. The van, Kelly.  12 Q. So in the Myers's household there was only one car; is
1 2 3 4 5 6 7 8 9 10 11 12 13	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?	Page 36  1 Q. How do you know the title was in his name?  2 A. I was told and the van had been Jake's when Jake  3 bought the van when he graduated high school and then  4 his dad bought it off of Jake, Kelly bought it off of  5 Jake.  6 Q. And that was before you and Jake lived with JoAnn?  7 A. Correct.  8 Q. At the time of accident did Stacy have a car?  9 A. No.  10 Q. How would Stacy get to work?  11 A. The van, Kelly.  12 Q. So in the Myers's household there was only one car; is  13 that correct?
1 2 3 4 5 6 7 8 9 10 11 12 13 14	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered	Page 36  1 Q. How do you know the title was in his name?  2 A. I was told and the van had been Jake's when Jake  3 bought the van when he graduated high school and then  4 his dad bought it off of Jake, Kelly bought it off of  5 Jake.  6 Q. And that was before you and Jake lived with JoAnn?  7 A. Correct.  8 Q. At the time of accident did Stacy have a car?  9 A. No.  10 Q. How would Stacy get to work?  11 A. The van, Kelly.  12 Q. So in the Myers's household there was only one car; is  13 that correct?  14 A. Correct.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  J. Know you had your Mountaineer. I'm just talking
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a car?	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.  Q. And that would be the van?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a car?  A. That's — that's kind of a complicated question.  Q. Okay.	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.  Q. And that would be the van?  A. Correct.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a car?  A. That's — that's kind of a complicated question.  Q. Okay.  A. He did but he didn't. It was in the works. They were	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake  bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.  Q. And that would be the van?  A. Correct.  Q. And at one point in time you were told that the title
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a car?  A. That's — that's kind of a complicated question.  Q. Okay.  A. He did but he didn't. It was in the works. They were	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake  bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.  Q. And that would be the van?  A. Correct.  Q. And at one point in time you were told that the title to the van was in Kelly's name, correct?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Pleasant?  A. Yes, I did, and I had my two-year-old daughter with me. The place was packed and I was on a tight schedule. I didn't know if I was going to be able to even get it renewed that day but time worked out in my favor just to barely get that done.  Q. At the present time have you notified the Secretary of State of your address change?  A. No, I have not had time and I do not have a vehicle to do so.  Q. Where is the Mountaineer now?  A. At his parent's house.  Q. Does it — is it drivable?  A. No, not even close. It is sitting in the yard covered up with a tarp waiting for the investigation to be done so it can go to the junk yard.  Q. At the time of this accident did Kelly Myers own a car?  A. That's — that's kind of a complicated question.  Q. Okay.  A. He did but he didn't. It was in the works. They were getting ready to take their name off of the title for	Page 36  Q. How do you know the title was in his name?  A. I was told and the van had been Jake's when Jake  bought the van when he graduated high school and then his dad bought it off of Jake, Kelly bought it off of Jake.  Q. And that was before you and Jake lived with JoAnn?  A. Correct.  Q. At the time of accident did Stacy have a car?  A. No.  Q. How would Stacy get to work?  A. The van, Kelly.  Q. So in the Myers's household there was only one car; is that correct?  A. Correct.  Q. I know you had your Mountaineer. I'm just talking about the Myers family.  A. Yes.  Q. And that would be the van?  A. Correct.  Q. And at one point in time you were told that the title to the van was in Kelly's name, correct?



	Page 37	Page 39
1	on it?	1 A. No.
2	A. I believe it did but I can't answer certain yes or	2 Q. So it's your understanding that Michael Gray, G-r-a-y,
3	no.	3 is Beth McClain's dad?
4	Q. What is your understanding of the insurance	4 A. I believe so, yes, yeah.
5	arrangement? It's my understanding that it was	5 Q. Would Kelly be able to give me that information?
6	insured through friends.	6 A. Yes.
7	A. Yes.	7 Q. And you don't you're not privy to the arrangement
8	Q. Okay,	8 of the insurance between Stacy and Kelly and Beth
9	A. Stacy and Kelly Kelly's name, to my knowledge, was	9 McClain?
10	the only one on the title of the van; they went	10 A. Correct.
11	through their friend.	Q. You just know that Beth may have insured the vehicle
12	Q. Is that Beth	12 they had some arrangement with the insurance; is
13	A. Yes.	13 that fair to say?
14	Q McClain	14 A. Yes.
15	A. Yes.	15 Q. And you don't know — do you know any specifics abou
16	Q and Michael Gray?	16 that arrangement?
17	A. Michael would be her father, so it's a possibility.	17 A. No, I do not.
18	Q. You just told me what you meant Beth McClain?	18 Q. Do you know if there was insurance on the van?
19	A. Yes, that is Stacy's friend, they met through work.	19 Irrespective of the arrangement, do you know if that
20	Beth used to work at the Sunoco Gas Station. To my	20 van was insured at the time of the accident?
21	knowledge that was who the van was insured through,	21 A. Yes, it was insured at the time of the accident.
22	was through Beth's insurance.	22 Whose name it was under, I do not know.
23	Q. Okay.	Q. Do you know the insurance company?
24	A. I do not know what car insurance she has.	24 A. No, I do not.
25	Q. Do you know why that why they had that arrangement?	25 Q. How do you know the van had insurance?
	Page 38	Page 4
1	A. No, I do not.	1 A. Well, I would like to hope they were honest when I wa
2	Q. Where does Beth live?	2 told that it was.
3	A. I want to say her address would be in Weidman,	3 Q. Who told you that?
4	Michigan.	4 A. Stacy and Kelly.
5	Q. Can you spell that?	5 Q. And then other than the van and your Mountaineer there
6	A. W-e-i-d-m-a-n.	
		6 were no other cars in that household?
7	Q. Oh, Weidman, okay. But you're not sure?	6 were no other cars in that household? 7 A. Correct.
7 8	<ul><li>Q. Oh, Weidman, okay. But you're not sure?</li><li>A. I don't know her exact house address.</li></ul>	
		7 A. Correct.
8	A. I don't know her exact house address.	7 A. Correct. 8 Q. Were there any other relatives, any of any
8 9	<ul><li>A. I don't know her exact house address.</li><li>Q. Sure. Fair enough.</li></ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any relatives of Jake's, grandmother, aunt, uncle, that
8 9 10	A. I don't know her exact house address.     Q. Sure. Fair enough.     Do you know who paid the insurance premium	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house
8 9 10 11	A. I don't know her exact house address.     Q. Sure. Fair enough.	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident?
8 9 10 11	A. I don't know her exact house address.  Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?  A. No, I do not.	7 A. Correct. 8 Q. Were there any other relatives, any of — any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No.
8 9 10 11 12	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough. Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of — any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and
8 9 10 11 12 13	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of Jake's accident?</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla?
8 9 10 11 12 13 14	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of Jake's accident?</li> <li>A. To my knowledge, it would have been Stacy and Kelly.</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct.
8 9 10 11 12 13 14 15	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of Jake's accident?</li> <li>A. To my knowledge, it would have been Stacy and Kelly.</li> <li>Q. They both used it to get to work?</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct. 16 Q. And that's it?
8 9 10 11 12 13 14 15 16	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of Jake's accident?</li> <li>A. To my knowledge, it would have been Stacy and Kelly.</li> <li>Q. They both used it to get to work?</li> <li>A. Yes.</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct. 16 Q. And that's it? 17 A. Yep.
8 9 10 11 12 13 14 15 16 17	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.  Do you know who paid the insurance premium on the van?</li> <li>A. No, I do not.</li> <li>Q. Who was the primary driver of the van at the time of Jake's accident?</li> <li>A. To my knowledge, it would have been Stacy and Kelly.</li> <li>Q. They both used it to get to work?</li> <li>A. Yes.</li> <li>Q. Did you ever drive the van?</li> </ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct. 16 Q. And that's it? 17 A. Yep. 18 Q. Yes?
8 9 10 11 12 13 14 15 16 17 18	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.</li></ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct. 16 Q. And that's it? 17 A. Yep. 18 Q. Yes? 19 A. Yes.
8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.</li></ul>	7 A. Correct. 8 Q. Were there any other relatives, any of any 9 relatives of Jake's, grandmother, aunt, uncle, that 10 were living with you guys at Kelly and Stacy's house 11 at the time of the accident? 12 A. No. 13 Q. So it was just you, Jake, Sage, Kelly, Stacy and 14 Kayla? 15 A. Correct. 16 Q. And that's it? 17 A. Yep. 18 Q. Yes? 19 A. Yes. 20 Q. What is your understanding as to how the accident
8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.</li></ul>	A. Correct.  Q. Were there any other relatives, any of any relatives of Jake's, grandmother, aunt, uncle, that were living with you guys at Kelly and Stacy's house at the time of the accident?  A. No.  So it was just you, Jake, Sage, Kelly, Stacy and Kayla?  A. Correct.  A. Yep.  Q. And that's it?  A. Yep.  Q. Yes?  A. Yes.  Q. What is your understanding as to how the accident happened?
8 9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>A. I don't know her exact house address.</li> <li>Q. Sure. Fair enough.</li></ul>	A. Correct.  Q. Were there any other relatives, any of any relatives of Jake's, grandmother, aunt, uncle, that were living with you guys at Kelly and Stacy's house at the time of the accident?  A. No.  So it was just you, Jake, Sage, Kelly, Stacy and Kayla?  A. Correct.  Q. And that's it?  A. Yep.  Q. Yes?  A. Yes.  Q. What is your understanding as to how the accident happened?  A. Jake left at 7:30 in the morning to go to work, he

October 21, 2016

	Page 41	Page 43
1	Q. Wow. So what did you do then?	1 A. Yes, it was.
2	A. I jumped out of bed still on phone with Jake, ran back	2 Q. And then when was he discharged from Mary Free Bed?
3	to his parent's bedroom. I said, Kelly, you need to	3 A. September 28th.
4	get up, Jake was in an accident. His dad come flying	4 Q. And has he been discharged to Kelly and Stacy's since?
5	out of bed, he grabbed his pants, he grabbed his	5 <b>A. Yes.</b>
6	boots, his mom come out of the bathroom, grabbed her	6 Q. And what is his current condition?
7	housecoat and they left. I remained at the house with	7 A. His current condition is good. He's got in-home
8	my daughter. I was on the phone with Jake the entire	8 therapy coming out once a week, he has a nurse that
9	time up until the ambulance arrived on scene.	g comes out once a week, physical therapy, occupations
0	Q. What is your understanding of the injuries that he	therapy. He was restrained to a wheelchair other tha
1	sustained from the accident?	in bed but his mode of transportation was a
2	A. Injuries he had sustained, the best way to put it is	12 wheelchair. He used what was called a slide board to
3	his left hip is has a fracture which has healed,	get from the wheelchair to bed, the wheelchair to the
4	his right hip is permanently dislocated due to a	14 car or the wheelchair to the commode.
5	shattered socket, he had a concussion, he had a	15 Q. Was he paralyzed?
6	possible neck fracture but they had cleared that with	16 A. No. Medically, yes, they had to paralyze him because
7	an MRI, he had two stents put in his heart the morning	they did what was called proning where they flipped
8	the night of the accident, August 15th, that night	18 him onto his stomach. He was basically in a
9	he had two stents put in his heart.	medically-induced coma for two and a half weeks to
0	Q. What hospital was he transported to?	20 give his heart and his lungs a chance to heal so they
1	A. From the accident scene he went to Big Rapids and from	21 weren't having to work so hard.
2	Big Rapids he was aero-medded down to Grand Rapids.	22 Q. Do you know how the accident happened?
3	Q. Did his condition get worse	23 A. He was on his way to work, it was foggy out that
4	A. Yes.	24 morning, the road we live on is very hilly.
25	Q as the day, I guess, progressed	25 Q. Is it a dirt road or a paved road?
	Page 42	Dama 4.
		Page 4
1	A. Yes.	1 A. Paved road. The night before some kids around town
2	A. Yes.  Q because he was conscious and he called you from the	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that
		1 A. Paved road. The night before some kids around town
2	Q because he was conscious and he called you from the	A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they
2	Q because he was conscious and he called you from the accident scene?	A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard
2 3 4	<ul><li>Q because he was conscious and he called you from the accident scene?</li><li>A. Correct.</li></ul>	1 A. Paved road. The night before some kids around town 2 decided to steel traffic cones, the small ones that 3 you could buy at a hardware store, not the 4 construction cones, so it was a small one, and they 5 had stolen a bunch of these cones out of a man's yard 6 and just started placing them wherever they felt like
2 3 4 5	<ul><li>Q because he was conscious and he called you from the accident scene?</li><li>A. Correct.</li><li>Q. So what happened later that day?</li></ul>	1 A. Paved road. The night before some kids around town 2 decided to steel traffic cones, the small ones that 3 you could buy at a hardware store, not the 4 construction cones, so it was a small one, and they 5 had stolen a bunch of these cones out of a man's yard 6 and just started placing them wherever they felt like 7 placing them.
2 3 4 5 6 7 8	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> </ul>	1 A. Paved road. The night before some kids around town 2 decided to steel traffic cones, the small ones that 3 you could buy at a hardware store, not the 4 construction cones, so it was a small one, and they 5 had stolen a bunch of these cones out of a man's yard 6 and just started placing them wherever they felt like 7 placing them. 8 Q. How do you know that?
2 3 4 5 6 7	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> </ul>	1 A. Paved road. The night before some kids around town 2 decided to steel traffic cones, the small ones that 3 you could buy at a hardware store, not the 4 construction cones, so it was a small one, and they 5 had stolen a bunch of these cones out of a man's yard 6 and just started placing them wherever they felt like 7 placing them.
2 3 4 5 6 7 8	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?
2 3 4 5 6 7 8 9	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart.</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the
2 3 4 5 6 7 8 9 i0	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work
2 3 4 5 6 7 8 9 i0	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart.</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of
2 3 4 5 6 7 8 9 i0 i1 i12	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart.</li> <li>They told us that he had a blockage in his heart. We</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of
2 3 4 5 6 7 8 9 i0 i1 i1 i2	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a
2 3 4 5 6 7 8 9 10 11 12 13 14	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, realiy?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.
2 3 4 5 6 7 8 9 10 11 12 113 114 115	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had</li> </ul>	A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?  18 A. The middle of his lane.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent</li> </ul>	A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?
2 3 4 5 6 7 8 9 i0 i1 i1 i1 i1 i1 i1 i1 i1 i1 i1 i1 i1 i1	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent in to fix the one that was severed.</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?  18 A. The middle of his lane.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 19 19 19 19 19 19 19 19 19 19 19 19	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent in to fix the one that was severed.</li> <li>Q. Wow. So then was he how long was he in the</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?  18 A. The middle of his lane.  19 Q. Lane. I'm sorry. The middle of his lane?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 20 20 20 20 20 20 20 20 20 20 20 20	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent in to fix the one that was severed.</li> <li>Q. Wow. So then was he how long was he in the hospital for?</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?  18 A. The middle of his lane.  19 Q. Lane. I'm sorry. The middle of his lane?  20 A. The middle of his lane. So just as he popped the hill he caught orange and swerved. He cut out into the
2 3 4 5 6 7 8 9 i0 i1 i1 2 i1 3 i1 4 i1 5 i1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent in to fix the one that was severed.</li> <li>Q. Wow. So then was he how long was he in the hospital for?</li> <li>A. He was in the hospital for a month.</li> </ul>	1 A. Paved road. The night before some kids around town decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them.  8 Q. How do you know that?  9 A. Because that's what was reported.  10 Q. Oh, really?  11 A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved.  17 Q. Was it in the middle of the road?  18 A. The middle of his lane.  19 Q. Lane. I'm sorry. The middle of his lane?  20 A. The middle of his lane. So just as he popped the hill he caught orange and swerved. He cut out into the
2 3 4 5 6 7 8	<ul> <li>Q because he was conscious and he called you from the accident scene?</li> <li>A. Correct.</li> <li>Q. So what happened later that day?</li> <li>A. He stayed conscious that whole day.</li> <li>Q. Okay.</li> <li>A. But, I mean, you know, like pain-wise and just them doing all the tests and everything they had to do, they found that he had the heart problem. His main artery was almost 90 percent severed in his heart. They told us that he had a blockage in his heart. We don't know if that was caused from the accident or if he had that prior. And then another artery, the lining had separated from the wall so that artery had closed itself off, so they had to put a stent in to open that artery back up and they had to put a stent in to fix the one that was severed.</li> <li>Q. Wow. So then was he how long was he in the hospital for?</li> <li>A. He was in the hospital for a month.</li> <li>Q. And then where did he go after that?</li> </ul>	decided to steel traffic cones, the small ones that you could buy at a hardware store, not the construction cones, so it was a small one, and they had stolen a bunch of these cones out of a man's yard and just started placing them wherever they felt like placing them. Q. How do you know that? A. Because that's what was reported. Q. Oh, really? A. Yes. And then they had decided to place one in the road and down our road in Jake's lane going to work and he when he popped the hill he just all of sudden caught a glimpse of orange. We have a lot of joggers up and down the road so he thought it was a person and just immediately swerved. Q. Was it in the middle of the road? A. The middle of his lane. Q. Lane. I'm sorry. The middle of his lane? A. The middle of his lane. So just as he popped the hill he caught orange and swerved. He cut out into the oncoming lane and when he cut back in he overcorrected



October 21, 2016

	Page 45	Page 47
1	right side, flipped, caught a stump with the back end	1 Q. Okay. Is that a doctor in your city?
2	of the vehicle and we don't know how many more times	2 A. I believe he's in Grand Rapids.
3	he flipped or rolled but the vehicle came to rest on	3 Q. Okay. And where is the pediatric surgeon?
4	the driver's side.	4 A. Grand Rapids.
5	Q. Did it have airbags?	5 Q. Does Jake have a case manager?
6	A. I believe, you know, the vehicle did have airbags but	6 A. For?
7	they did not deploy.	7 Q. To coordinate treatment?
8	Q. Okay. Did you go to the accident scene?	8 A. Yes, he does.
9	A. No, I did not.	9 Q. What is his case manager's name?
١0	Q. So when you first saw Jake was he at Big Rapids or	10 A. I don't know.
1	A. Grand Rapids.	11 Q. Have you ever talked with the case manager?
12	Q. Oh, Grand Rapids?	12 A. No. He has only talked to the case manager on the
.3	A. Yes.	13 phone.
L 4	Q. How long was he, do you know, at Big Rapids before	14 Q. Has the case manager been to Kelly and Stacy's house?
15	they airlifted him to Grand Rapid?	15 A. He said a case manager had stopped by today but prio
16	A. Maybe an hour or so, if that.	16 to that I don't believe the case manager has been to
17	Q. What doctors is he currently seeing other than the	17 the house.
18	in-home stuff?	18 Q. And you said — how many times is he having physical
19	A. He's seeing a cardiologist, a family physician,	19 in-home therapy?
20	pediatric surgeon. I believe that is it. Those are	20 A. Once a week.
21	the three main ones.	21 Q. Is that physical therapy, occupational therapy?
22	Q. Has the cardiologist determined whether or not the	22 A. Both.
23	blockage was there before?	23 Q. Both. And is he still in his wheelchair?
24	A. No, they do not know.	24 A. Yes.
25	Q. They don't know?	25 Q. But there's hopefully some improvement there?
~~~	Page 46	Page 48
1	A. No.	1 A. And there is. He just had an appointment with his
2	Q. What does he see the pediatric surgeon for?	2 surgeon yesterday. His left hip has healed and he is
3	A. His hips.	3 now allowed to be weight-bearing on his left leg and
4	Q. Does he have a hip surgery scheduled?	4 hip. They gave him crutches and a walker so he could
5	A. Not yet.	5 start walking.
6	Q. That's in the process?	6 Q. Is he starting to walk?
7	A. Yes.	7 A. He's trying. He told me today on phone before I had
8	Q. That's my understanding.	8 come here that he's never used crutches before so he
9	A. His heart has to heal more. The cardiologist only	got to try to figure those out.
10	gives his heart about a 20 to 25 percent working	10 Q. Harder to get used to than what you think.
11	capacity and a normal person is anywhere from 50 to	11 A. I've walked on them multiple times.
12	75.	12 Q. No sympathy from you?
13	Q. So is the cardiologist hoping that that percentage	13 A. Not really.
14	will increase?	14 Q. How is he getting to his doctors' appointments?
15	A. Yes. They said that due to the amount of stress and	15 A. His aunt.
16	trauma his heart sustained from the accident he	16 Q. What is her name?
17	basically had a massive heart attack.	17 A. Carolyn Spires.
18	Q. Wow. What family doctor what does he see the	18 Q. Do you know how to spell that?
19	family doctor for? Is that a primary care doctor?	19 <b>A. No.</b>
20	A. We did not he did not have one prior to the	20 Q. Where does Ms. Spires live?
21	accident, so they have they had set him up with one	21 A. Morley, Michigan.
00	but I believe it's basically just to, like, monitor	Q. How far away is that from Kelly and Stacy's house?
22		
	his medication and everything.	23 A. Maybe a half an hour.
22 23 24		23 <b>A. Maybe a half an hour.</b> 24 Q. Is anyone else taking him to appointments?



	Page 49		Page 51
1	Q. And, I'm sorry, you said her name was Brianne?	1	of car insurance to your knowledge?
2	A. Brianna.	2	A. What does that mean?
3	Q. Brianna?	3	Q. Have you ever gone out and gotten insurance in your
4	A. Myers.	4	own name?
5	Q. When did Brianna move out of Kelly and Stacy's house?	5	A. No.
6	A. A couple days before we moved in, so it would have	6	Q. Have you ever had a conversation with Michael Gray
7	been the same time pretty much the same time	7	about insurance after this accident?
8	period, the end of May, beginning of June. She had	8	A. No.
9	moved out before we had moved in, though.	9	Q. Did you ever have a conversation with Kelly Myers
10	Q. Okay. Did you ever speak to Beth McClain about the	10	about the insurance issue after this accident?
11	insurance on the van at any time after this accident?	11	A. The same with Stacy.
12	A. No.	12	Q. Were they together when you talked with them?
13	Q. Did you ever speak with Stacy Myers about insurance on	13	A. Yes.
14	the van at any time after this accident?	14	Q. What was Kelly's response?
15	A. I told her what I was told by MetLife, that Stacy's	15	A. His mom said that she would take care of it. His dat
16	her insurance would have to be Jake's primary but that	16	really didn't say anything.
17	was as far as it went. I don't know if they had	17	Q. His mom meaning Stacy?
18	already switched the title to the van over. I do not	18	A. Yes. Stacy said she would take care of it, nothing
19	know. I don't know what the situation was with the	19	was ever spoken any further on it, the matter.
20	van. I do know it was insured but I do not know whose	20	Q. At the time of the accident were you intending on
21	name the title was under at that point.	21	returning to JoAnn's house?
22	Q. Where is the van now?	22	A. No.
23	A. Stacy and Kelly's house.	23	Q. Have you moved out of Kelly and Stacy's house at any
24	Q. Are Stacy and Kelly still driving the van?	24	time after this accident?
25	A. No, it broke.	25	A. No.
	Page 50	<u> </u>	Page 52
		1	
1	Q. When did it break?	1	-
1 2	Q. When did it break?  A. Probably, I'd say, sometime in September.	1 2	Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time
	A. Probably, I'd say, sometime in September.	1	Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time
2	<del>-</del>	2	Q. Had you moved out of Kelly and Stacy's house at any
2	<ul><li>A. Probably, I'd say, sometime in September.</li><li>Q. 2016, right?</li><li>A. Yes, correct.</li></ul>	2 3	Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had
2 3 4	A. Probably, I'd say, sometime in September. Q. 2016, right?	2 3 4	Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —
2 3 4 5	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly</li> </ul>	2 3 4 5	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> </ul>
2 3 4 5	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> </ul>	2 3 4 5 6	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> </ul>
2 3 4 5 6 7	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> </ul>	2 3 4 5 6 7	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> </ul>
2 3 4 5 6 7 8	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> </ul>	2 3 4 5 6 7 8	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer</li> </ul>
2 3 4 5 6 7 8 9	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> </ul>	2 3 4 5 6 7 8 9	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> </ul>
2 3 4 5 6 7 8 9	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> </ul>	2 3 4 5 6 7 8 9	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go</li> </ul>
2 3 4 5 6 7 8 9 10	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> </ul>	2 3 4 5 6 7 8 9 10	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> </ul>
2 3 4 5 6 7 8 9 10 11	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> </ul>	2 3 4 5 6 7 8 9 10 11	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance company other than MetLife after this</li> <li>A. No.</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's name; is that correct?</li> <li>A. Yes, that is correct.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance company other than MetLife after this</li> <li>A. No.</li> <li>Q. Let me finish this question. That's okay.</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you</li> <li>A. No.</li> <li>Q moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's name; is that correct?</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance company other than MetLife after this</li> <li>A. No.</li> <li>Q. Let me finish this question. That's okay.  Have you spoken with anyone else from any</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's name; is that correct?</li> <li>A. Yes, that is correct.</li> <li>Q. And how many sets of keys to the Mountaineer?</li> <li>A. Two.</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance company other than MetLife after this</li> <li>A. No.</li> <li>Q. Let me finish this question. That's okay.</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's name; is that correct?</li> <li>A. Yes, that is correct.</li> <li>Q. And how many sets of keys to the Mountaineer?</li> </ul>
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>A. Probably, I'd say, sometime in September.</li> <li>Q. 2016, right?</li> <li>A. Yes, correct.</li> <li>Q. At the time of the accident were Stacy and Kelly driving the van?</li> <li>A. Yes.</li> <li>Q. What are Kelly and Stacy using for a vehicle now?</li> <li>A. A friend has loaned them a vehicle.</li> <li>Q. What kind of car?</li> <li>A. I have no idea.</li> <li>Q. SUV, truck?</li> <li>A. Car.</li> <li>Q. Have you spoken with any anybody from State Farm Insurance?</li> <li>A. No.</li> <li>Q. Have you spoken with anyone from any other insurance company other than MetLife after this</li> <li>A. No.</li> <li>Q. Let me finish this question. That's okay.  Have you spoken with anyone else from any other insurance company other than MetLife after this</li> </ul>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	<ul> <li>Q. Had you moved out of Kelly and Stacy's house at any time before this accident? Between the period of time that you moved there and before the accident had you —</li> <li>A. No.</li> <li>Q. — moved there and then moved out?</li> <li>A. No.</li> <li>Q. And you believe the registration to the Mountaineer may be in your car; is that correct?</li> <li>A. I think so. I'm not sure because a lot of stuff go lost when it was crashed.</li> <li>Q. Okay.</li> <li>A. I know Jake was looking for it.</li> <li>Q. That's okay, Morgan. If you asked him to bring it, if he brings it, great, if he doesn't, that's okay. But it's your recollection that the title to the Mountaineer has always been in your name and Jake's name; is that correct?</li> <li>A. Yes, that is correct.</li> <li>Q. And how many sets of keys to the Mountaineer?</li> <li>A. Two.</li> <li>Q. So you had a set and Jake had a set?</li> </ul>



October 21, 2016

	Page 53		Page 55
1	A. No.	1	CERTIFICATE OF NOTARY
2	Q. And you indicated that he paid you for the purchase of	2	STATE OF MICHIGAN )
3	the car; is that correct?	3	) SS
4	A. No, he helped me pay insurance.	4	COUNTY OF IONIA )
5	Q. Oh, okay. He helped you pay the insurance?	5	•
6	A. Yes.	6	I, REBECCA A. SANDBORN, certify that this
7	Q. How much did he pay you then for the insurance?	7	examination was taken before me on the date
8	A. We split it and it was \$100.	8	hereinbefore set forth; that the foregoing questions
9	Q. A piece?	9	and answers were recorded by me stenographically and
10	A. Yes.	10	reduced to computer transcription; that this is a
11	Q. Did Jake drive — at the time of accident was Jake	11	true, full and correct transcript of my stenographic
12	driving the Mountaineer on a regular basis?	12	notes so taken; and that I am not related to, nor of
13	A. Yes.	13	counsel to, either party nor interested in the event
1.4	Q. Do you think that Jake had used the Mountaineer for	14	of this cause.
15	30 days consecutively prior to this accident?	15	
16	A. Yes.	16	
17	Q. Would he ever take any other car to work other than	17	May 17 to 25
18	the Mountaineer?	18	
19	A. No.	19	
20	Q. Would he ever drive the van?	20	Rehus a. Sin
21	A. Very rarely.	21	
22	MS. ROSSI: All right. Morgan, I don't	22	REBECCA A. SANDBORN, CSR-6107
23	have any other questions. I would like to get a copy	23	Notary Public,
24	of the driver's license and we can get that up front.	24	Ionia County, Michigan.
25	(The examination was concluded at 12:41	25	My Commission expires: 8/4/2018
	Page 54		
1	p.m. Signature of the witness was not requested		
2	by counsel for the respective parties hereto.)	1	
3	by countries for the respective purchas neededly		
4			
5			
6		l	
7			
8		İ	
9		1	
10			
11			
12			
13			
14			
15			
16			
17			
18			
18 19			
19			
19 20 21			
19 20 21 22			
19 20 21			



October 21, 2016

				Page 56
A	affirmatively	armed 16:23	barely 34:6	45:23
a.m 1:15 4:3	5:20	arrangement	Barryton 10:5	blood 40:25
20:8	afford 24:12,16	21:10 37:5,25	11:4,6,7,11	Bloomfield 2:7
abandon 29:2	24:16	39:7,12,16,19	basically 43:18	board 43:12
ability 6:10,11	afterward 8:16	arrangements	46:17,22	boots 41:6
able 34:4 39:5	agent 17:23	26:2	basis 53:12	bought 16:7
accident 5:13	agreeable 24:20	arrived 41:9	bathroom 41:6	17:9 19:13
10:10,11,12,21	agreed 22:4	artery 42:11,14	bathrooms 30:5	36:3,4,4
11:14,23 12:1	29:13,16,18	42:15,17	bed 32:13 41:2,5	boulder 44:25
12:13 15:20	agreement 4:18	asked 52:14	42:23 43:2,11	bounced 8:10
19:7 21:22,23	23:2	asking 5:9	43:13	boyfriend 31:18
24:12 25:3	ahead 20:7	assistance 33:3	bedroom 41:3	break 50:1
26:14,19,22,24	ahold 20:1	assume 6:9	bedrooms 30:1	Brianna 31:16
27:3,11,25	airbags 45:5,6	attack 46:17	30:3	49:2,3,5
29:5 31:20	airlifted 45:15	attend 8:16 31:7	beginning 7:14	Brianne 49:1
34:17 35:8,10	Airport 17:4	attorney 4:24	29:13,15,16	bring 19:1 20:2
36:8,25 38:14	Allen 9:18	August 5:2,13	49:8	52:14
38:19,19,25	allowed 48:3	7:5,7,10 21:21	behalf 2:10	brings 52:15
39:20,21 40:11	alternative 31:8	29:13,16 33:19	believe 11:2	broke 14:13
40:20,24 41:4	ambulance 41:9	41:18	12:8 19:20,24	49:25
41:11,18,21	amount 46:15	aunt 40:9 48:15	27:21,24 28:5	broken 15:10
42:3,13 43:22	answer 6:14	Auto 14:2	31:6,9,15 37:2	29:8,21
45:8 46:16,21	8:21 37:2	Avenue 2:5	39:4 45:6,20	bruises 28:1
49:11,14 50:5	answered 6:10	avoided 27:3	46:22 47:2,16	bucks 22:2 23:3
50:23 51:7,10	answers 5:19	aware 18:8	52:8	bumps 28:1
51:20,24 52:2	55:9	27:18 28:8	Bell 13:25	<b>bunch</b> 44:5
52:3 53:11,15	anticipating	36:24	benefit 24:22	Burton 11:5,11
accidents 27:13	6:13		benefits 27:11	Butcher 30:18
27:19 28:6	anybody 18:10	<u>B</u>	best 6:9,10	<b>buy</b> 16:2 19:14
accurate 5:23	50:14	B-a-n-d-t 26:11	41:12	44:3
13:17	anymore 28:24	B-a-r-r-y-t-o-n	Beth 37:12,18	~
activate 33:3	apartment	11:6	37:20 38:2	C
add 18:14	12:21	back 13:12	39:3,8,11	call 20:5
added 17:18,25	APPEARAN	15:19 20:9,10	49:10	called 4:6 18:14
18:11,18	2:1	24:3 26:2	Beth's 37:22	18:14 27:1
adding 18:7	Appearing 2:10	29:11,14,17,19	Big 41:21,22	31:8 40:24
address 7:12 8:5	appointment	35:9 41:2	45:10,14	42:2 43:12,17
12:2,14,20,23	48:1	42:17 44:22	bills 32:20,20,20	calling 24:6
32:14,16,21	appointments	45:1	32:22 33:16	cancelled 14:16
34:8 38:3,8	48:14,24	background	birth 6:20	15:1 33:8
aero-medded	approximately	5:11 Pandt 26:0.12	bit 24:14	capacity 46:11
41:22	13:17,18	Bandt 26:9,12 26:13	black 27:22	Capital 17:4
	<b>April</b> 15:3 18:16	20.13	blockage 42:12	car 5:12 12:11



October 21, 2016

p				Page 57
14:10,17 15:21	olossos 9.19 20	aonatus etia-	CCD (1071.17	At-4 42:05
20:19 22:6,21	classes 8:18,20 clean 5:22	construction 44:4	CSR-6107 1:17 55:22	dirt 43:25
23:4 25:5,17	clear 18:9	contact 23:24		disabled 16:14
25:23 26:14			current 7:2 43:6	discharged 43:2
1 1	cleared 41:16	CONTENTS	43:7	43:4
27:13,23 34:18	close 13:11	3:1	currently 8:3,25	discussing 5:18
35:1,5,11,13	34:14	convenient	10:2 45:17	dishonesty
36:8,12 37:24	closed 42:16	30:23	cut 44:21,22	15:14
43:14 50:10,13	clothes 16:23	conversation	D	dislocated 41:14
51:1 52:9 53:3	32:4,8,12,12	51:6,9	dad 29:24 36:4	ditch 44:23,25
53:17	clutch 15:10	conversion	39:3 40:25	doctor 46:18,19
cardiologist	26:1,3	35:15		46:19,24 47:1
45:19,22 46:9	college 8:16	convicted 15:13	41:4 51:15	doctors 45:17
46:13	coma 43:19	15:16	dad's 9:16,17	doctors' 48:14
care 28:25 29:3	come 41:4,6	coordinate 47:7	date 5:2 6:20 7:5	documentation
46:19 51:15,18	48:8	copy 18:3,20	55:7	18:6
Carolyn 48:17	comes 43:9	53:23	daughter 9:2,4	documents
cars 38:21 40:6	coming 43:8	Corn 11:22	12:3 29:24	18:17
case 33:3,6,11	Commencing	correct 7:7 8:25	34:2 41:8	doing 5:9 17:19
33:12 47:5,9	1:15	9:1,2,3,8,9	David 26:9	33:19 42:9
47:11,12,14,15	Commission	11:24 12:23,24	day 19:13 20:18	drivable 34:13
47:16	55:25	15:9,23 17:10	34:5 41:25	drive 12:21
cash 19:21,22	commode 43:14	20:13,14 25:3	42:5,6	20:15 23:11
21:9	company 1:6,6	25:4 29:6,7	daycare 24:15	25:2,5,9,11,16
caught 44:14,21	2:10 14:23	36:7,13,14,19	days 10:19 49:6	38:18,24 53:11
44:25 45:1	16:13 22:23,24	36:21 39:10	53:15	53:20
cause 55:14	39:23 50:18,22	40:7,15 42:4	decided 44:2,11	driver 22:20
caused 42:13	completely 6:16	50:4 52:9,18	<b>Denise</b> 22:12,14	25:7 38:13
Center 42:23	complicated	52:19,23 53:3	22:25 23:15,21	driver's 7:2,4
certain 37:2	34:19	55:11	28:16	12:23 18:3
CERTIFICA	computer 55:10	counsel 54:2	Denise's 28:23	27:17 28:3
55:1	concerning 5:11	55:13	department	31:10 33:18
certify 55:6	concise 5:22	County 55:4,24	27:4 33:1	45:4 53:24
chance 7:11,12	concluded 53:25	couple 13:25	deploy 45:7	driveway 17:5
24:7 43:20	concussion	28:1,1 49:6	deposition 5:5	driving 23:5
change 7:12	41:15	court 4:20 5:16	determined	26:17 27:21
34:8	condition 41:23	covered 34:14	45:22	38:20 49:24
check 19:21	43:6,7	crashed 15:22	<b>DHS</b> 32:24,25	50:6 53:12
<b>child</b> 29:1	conduct 4:25	52:11	33:12,14	due 41:14 46:15
children 9:25	cones 44:2,4,5	crib 32:3,5	different 6:1	duly 4:7
28:9	confused 6:2	crime 15:13	13:25 16:18	duration 14:6
city 11:9 47:1	conscious 42:2,6	crop 11:15,18,21	differently 6:6	
claim 5:1,12	consecutively	crutches 48:4,8	difficult 6:16	E
27:10	53:15	cry 29:24	digits 6:24	E 14:25
1			-	



- MORGAN WATSON October 21, 2016

P			·	Page 58
earlier 4:24	11:13,21 13:5	41:16	good 4:23 13:4	handad 7.4
ed 31:9	father 7:24 20:1	frame 23:10	32:2 43:7	handed 7:4
Eight 22:19 23:8	20:2 29:1	Free 42:23 43:2	good-bye 40:23	happened 23:8 33:7 40:21
23:13,17	37:17	Friday 1:16 4:2	gotten 51:3	42:5 43:22
Eighty 22:19	favor 34:6	friend 35:2,4	grabbed 41:5,5	
23:8,12,17	February 26:15	37:11,19 50:9	41:6	happy 6:6 hard 10:9 43:21
either 55:13	felony 15:16	friend's 26:4,6,8	grade 8:8 31:5,6	Harder 48:10
else's 22:9	felt 44:6	friends 29:22	1 —	
employed 10:2	fields 11:19	37:6	graduate 8:12 graduated 36:3	hardware 44:3
30:15	figure 48:9	front 53:24	10	Hawkins 22:13
employee 10:17	filed 5:1	full 4:12 10:17	graduating 8:20	22:14 23:15
17:7 30:24	fill 18:17 20:24	10:18 55:11	grand 17:16 22:17 23:16	heal 43:20 46:9
employs 16:13	filled 19:16	full-time 11:16	1	healed 41:13
entire 41:8	financial 24:22	1	28:17 41:22	48:2
	find 16:17	11:17 17:6,8	42:25 45:11,12	healthcare 33:4
equipment 11:19,20	fine 29:22	30:23,25 31:1 31:2	45:15 47:2,4	heart 41:17,19
event 55:13	finish 6:16 26:21	· · · · · · · · · · · · · · · · · · ·	grandma 14:7	42:10,11,12
Evidence 4:21	l .	further 51:19	22:25 28:15,16	43:20 46:9,10
	50:20 <b>Firm</b> 2:4	G	28:23	46:16,17
exact 23:6 38:8		G-r-a-y 39:2	grandma's 24:2	help 21:5
examination 1:4	first 4:7 11:11	gas 10:5,13	grandmother	helped 21:4 53:4
1:12 3:6 4:10	13:13 23:21	20:25 30:20	9:14,15 12:17	53:5
4:17,19,25 5:6	45:10	37:20	13:24 17:15,25	hereinbefore
53:25 55:7	five 10:9,20	gather 6:4	18:11,14,23	55:8
examined 4:9	12:21	general 5:10	21:9,11 22:3	hereto 54:2
Exhibit 3:10	fix 14:13 42:18	getting 32:14,23	22:15 23:21	high 8:9,12,14
Exhibits 3:11	flipped 43:17		24:17 25:2	8:15 31:7 36:3
expiration 7:5	44:24 45:1,3	33:2,6,15 34:22 35:2	28:11 32:1	hill 44:13,20
expires 55:25	Florabell 4:13	48:14	40:9	Hills 2:7
F	4:14,17	1	grandmother's	hilly 43:24
F-l-o-r-a-b-e-l-l	flying 41:4	girlfriend 7:19	14:9 15:5	hip 41:13,14
	foggy 43:23	27:20	21:24 23:23	46:4 48:2,4
4:15 E150 14:20	followed 13:15	give 5:8 39:5	24:25 25:13,16	hips 46:3
F150 14:20	following 5:12	43:20	26:4,6 31:24	hire 16:17
Facebook 8:11	follows 4:9	gives 46:10	Gray 37:16 39:2	hit 27:21
fair 14:22 38:9	<b>food</b> 33:4,9	glimpse 44:14	51:6	honest 40:1
39:13	<b>forces</b> 16:23	go 8:9 13:20	great 52:15	hope 40:1
family 28:25	foregoing 55:8	20:7 24:3,18	ground 5:8	hopefully 47:25
29:2,23 36:16	form 19:17	24:22 33:19,25	guess 33:7 41:25	hoping 46:13
45:19 46:18,19	forth 55:8	34:16 40:22	guys 29:5 40:10	hospital 41:20
far 48:22 49:17	<b>found</b> 42:10	42:22 45:8	TT	42:20,21
Farm 50:14	<b>four</b> 6:24 10:9	going 5:9 13:4	H	hour 45:16
farmer 11:15,18	22:12	29:2,23 34:4	half 21:6 42:23	48:23
Farms 10:25	fracture 41:13	35:5 44:12	43:19 48:23	house 7:13 8:5
	I	l	1	<b>I</b>



				Page 59
14:10 15:5	15:1 18:11,21	11:13 12:3	June 7:14 29:15	24.24.25.25.1
23:23 24:2,4	21:2,6,11,13	13:3,8,19,20	49:8	34:24,25 35:1 35:6,6,7,9,10
26:4 28:23	21:16,18,24	19:8,24 20:1	junk 32:19	35:16,24,24
30:1 31:24	22:24,25 23:3	Jacob's 7:11,13	33:17 34:16	36:1,15 37:24
32:6,6 34:12	23:5 24:8,14	7:23 8:5 9:4	33.17 34.10	37:25 38:8,10
38:8 40:10	24:16,17,25	12:3,5 27:17	K	39:11,15,15,18
41:7 47:14,17	27:10 35:1,5	Jake 13:20,21	K-a-l-y-a 12:8	39:19,22,23,25
48:22 49:5,23	35:24 36:25	13:22,23 14:9	Kayla 12:6,7,9	42:8,13 43:22
51:21,23 52:1	37:4,22,24	20:12,15,19,22	31:3 40:14	44:8 45:2,6,14
housecoat 41:7	38:10 39:8,12	20:24 21:2	Kelly 7:24 30:1	45:24,25 46:24
household 36:12	39:18,23,25	24:4,5 25:11	30:15 31:1,19	47:10 48:18
38:21 40:6	49:11,13,16	25:21 28:9,21	32:16,23 33:15	49:17,19,19,20
Human 33:1	50:15,17,22	29:1 30:7	34:17 35:11	49:20 52:13
Hyatt 9:13,18	51:1,3,7,10	31:14 36:2,4,5	36:4,11 37:9	knowledge
	53:4,5,7	36:6 38:24	38:15 39:5,8	35:19 37:9,21
<u> </u>	insure 17:12,14	40:13,22 41:2	40:4,10,13	38:15 51:1
I-r-w-i-n 11:2	insured 14:23	41:4,8 45:10	41:3 43:4	known 8:8 11:21
ice 27:22	22:21 37:6,21	47:5 52:13,22	47:14 48:22	
idea 22:24 24:18	39:11,20,21	52:24 53:11,11	49:5,24 50:5,8	L
50:11	49:20 50:25	53:14	51:9,23 52:1	Lake 8:6 11:24
immediately	intending 51:20	Jake's 33:8 35:8	Kelly's 35:16,18	lane 44:12,18,19
44:16	intent 24:3,3,5	35:10 36:2	35:21 36:21	44:19,20,22
immigrants	interested 55:13	38:14,19 40:9	37:9 49:23	languages 16:19
16:18	International	44:12 49:16	51:14	Lansing 1:14
importantly	17:4	52:17	kept 8:10	4:1 16:19 17:1
5:23	introduced 4:24	Jiffy's 14:1	key 20:22	Law 2:4
improvement	investigation	<b>JoAnn</b> 9:12	keys 25:18,18,19	leave 13:2 28:23
47:25	34:15	12:18,25 13:3	52:20	31:25 32:5,8
<b>in-home</b> 43:7	involved 10:21	13:8 23:12	kids 44:1	Ledge 22:17
45:18 47:19	27:13,19 28:6	24:18,20 25:9	kind 14:17 18:2	23:16 28:17
increase 46:14	involving 15:13	32:2 36:6	27:2 32:8 33:2	left 5:17 23:25
indicated 53:2	Ionia 55:4,24	JoAnn's 24:3	34:19 50:10	32:11 40:22,23
inform 24:6	Irrespective	32:9,14,18,21	kissed 40:23	41:7,13 48:2,3
33:22	39:19	51:21	knew 13:4 22:1	leg 48:3
information 6:4	Irwin 10:25	job 10:11 11:16	know 6:2,5 11:1	legal 9:10,21
18:1,2 39:5	11:13,21 13:5	13:5 30:22	11:18 12:7	Let's 35:9
injure 26:24	issue 51:10	job-wise 13:4	13:6 14:18,20	license 7:2,4,6,9
injured 27:25	issued 7:6,10	jobs 13:25	14:22 15:1	12:23 18:3
injuries 41:10	r	joggers 44:15	17:19 21:24	24:14 27:15,17
41:12	J	Johns 12:21	22:24 23:3,6	28:3 31:10
insurance 1:6,6	Jacob 5:1,12	14:2,3 16:6	23:24 26:6,8	33:18 53:24
2:10 5:12	7:18,20 8:7	July 21:19,21	27:5 28:3 31:8	line 16:23
14:16,22,25	9:25 10:21	jumped 41:2	31:10 34:4,24	lining 42:15
	l	l		<b>I</b>



				Page 60
listed 22:20	33:14,16,17	2:10 4:25	53:22	36:12
listen 29:23	main 42:10	17:18,23 18:1	Morley 48:21	
little 16:25	45:21	18:5,10,14,17	morning 4:23	N
21:15 28:20	maintain 20:24	18:20,23 23:24	5:18 40:22,23	name 4:12,23
live 8:3 9:19	majority 32:12	24:6 49:15	41:17 43:24	9:10,17,21
12:16 23:15	making 10:15	50:18,22	Mosaic 31:8	12:5 22:8,9,19
28:14,19,21	21:16 26:2	Michael 37:16	mother 7:24	23:22 26:6,8
31:17 38:2	man's 44:5	37:17 39:2	17:16 33:8	26:10 31:16
43:24.48:20	manager 30:20	51:6	mother's 22:15	32:22 33:17
lived 12:25	47:5,11,12,14	Michigan 1:2,14	Mountaineer	34:22 35:17,19
15:18 28:11	47:15,16	2:7 4:1,20,21	15:23 17:9	35:21 36:1,21
29:21 36:6	manager's 47:9	7:4 8:6 9:20	18:24 19:2	36:23 37:9
lives 22:17	March 16:1,2	10:5 11:4,24	20:13,15,19,22	39:22 46:24
living 7:9 11:23	18:16,16 26:15	12:22 14:1	20:24 21:3,25	47:9 48:16
12:1,14 13:8	married 8:1,23	16:6 19:17	22:7,18 23:21	49:1,21 51:4
13:22,24 14:6	8:25 9:23	23:16 26:5	24:9 25:9,19	52:17,18
22:16 23:12	Mary 42:23 43:2	31:18 33:21	34:11 36:15	named 50:25
29:18 30:10,13	massive 46:17	38:4 48:21	40:5 52:8,17	names 7:23
31:19 40:10	Master's 16:6	55:2,24	52:20 53:12,14	neck 41:16
loaned 50:9	matter 16:16	middle 44:17,18	53:18	need 5:19 6:1
located 11:3	51:19	44:19,20	move 7:13 26:2	20:5 25:13,16
long 7:20 10:8	Maybell 9:6,7,8	Milan 25:3,11	49:5	41:3
12:13,25 13:8	McClain 37:14	Mine 24:19	moved 13:11,13	needed 40:25
16:24 21:18	37:18 39:9	mislead 6:3	14:9 15:4,19	never 48:8
28:19 42:19	49:10	missed 21:19,20	23:23 24:2	nice 10:12
45:14	McClain's 39:3	mode 43:11	25:23 28:14	night 29:24
longer 23:11	mean 14:12	mom 41:6 51:15	29:11,14 31:24	41:18,18 44:1
looking 52:13	17:17 33:10	51:17	33:23 49:6,9,9	normal 46:11
looks 7:6	35:22 42:8	money 14:13	51:23 52:1,3,6	Notary 55:1,23
loss 5:2	51:2	16:9	52:6	notes 55:12
lost 19:5 52:11	meaning 51:17	Monica 2:3 4:23	moving 13:12	notice 4:18
lot 6:13 8:10	meant 37:18	monitor 46:22	24:7 29:11	notified 34:7
16:17 32:19	Mechanic 14:2	month 13:11,15	MRI 41:17	number 1:8 6:25
40:25 44:14	16:6	18:13 21:14,20	Mrossi@rossil	23:6
52:10	Medically 43:16	22:2 29:11	2:9	nurse 43:8
lower 23:6	medically-ind	42:21	Mt 33:20,25	
lungs 43:20	43:19	monthly 21:12	multiple 48:11	0
76.80	medication	21:14 22:1	Myers 5:1 7:18	O'Riley's 14:2
<u>M</u>	46:23	months 10:9	7:24,25 9:11	oath 1:4 4:17,19
MacKersie's	meet 8:7	12:15 13:1,10	12:6 31:16	4:25 5:6
30:18	mentally 16:13	Morgan 1:4,12	34:17 36:16	occupational
	l		1011000	43:9 47:21
mail 32:14,16,18 32:19,23 33:2	met 37:19	3:4 4:5,13,17	49:4,13 51:9	October 1:16



MORGAN WATSON October 21, 2016

<u></u>				Page 61
4:2	P-e-c-k-h-a-m	Peckham 16:11	point 35:18	put 33:8 41:12
offered 3:11	16:11	pediatric 45:20	36:20 49:21	41:17,19 42:16
oh 8:9 14:24	<b>p.m</b> 20:9 54:1	46:2 47:3	points 24:13	42:17
17:6 38:7	packed 34:3	people 6:17	27:8	42.17
44:10 45:12	Page 3:3,10	16:14	police 27:1,2,4	0
53:5	paid 19:15 21:21	percent 42:11	policy 1:8 17:18	question 5:19,25
okay 5:8,23,24	21:22 38:10	46:10	18:7,11,15,18	6:1,2,5,8,9,13
6:6,7,11,12,18	53:2	percentage	18:21 50:25	6:16 26:21
6:19 7:17	pain-wise 42:8	46:13	popped 44:13,20	32:2 34:19
14:12,15 18:5	pants 32:10 41:5	period 13:19,22	possessions	50:20
19:4 20:7	paperwork	13:23 29:8,10	31:25	questions 5:10
25:25 27:25	32:24 33:6	49:8 52:2	possibility 37:17	5:11,11 53:23
28:9 33:5	paralyze 43:16	permanently	possible 41:16	55:8
34:20 35:10,18	paralyzed 43:15	41:14	possible 41.10 possibly 22:12	quite 24:14
37:8,23 38:7	paralyzed 43.13 parent's 7:13,23	permission	potatoes 11:22	1
42:7 45:8 47:1	8:5 24:4,5 32:6	25:13,16 52:24	premium 21:25	R
47:3 49:10	34:12 41:3	Perry 26:4	38:10	ran 41:2
50:20 52:12,14	parents 7:11	person 44:16	premiums 21:11	Rapid 45:15
52:15 53:5	9:23 12:3	46:11	present 34:7	Rapids 41:21,22
old 6:22 12:9	13:12 26:3	personally 17:24	present 34.7	41:22 42:25
14:18 15:8	29:12,15,20,21	personally 17.24 pertains 5:1	primary 25:7	45:10,11,12,14
older 31:15	parked 14:14	phone 17:20	38:13 46:19	47:2,4
48:25	15:7 26:3	18:1 41:2,8	49:16	rarely 53:21
Oldsmobile	Part 14:2	47:13 48:7	prior 13:12	re-issued 33:18
22:19 23:9,13	part-time 10:17	physical 43:9	29:11 38:19	ready 34:22
23:18 24:13	11:16 17:7	47:18,21	42:14 46:20	35:2
26:17	30:23 31:1	physically 16:14	47:15 53:15	really 13:4
once 25:6 43:8,9	parties 4:19	33:25	privy 39:7	16:22 17:6
47:20	54:2	physician 45:19	probably 20:1,4	44:10 48:13
oncoming 44:22	parts 15:10	piece 53:9	50:2	51:16
ones 44:2 45:21	party 55:13	pizza 10:7,15	<b>problem</b> 42:10	rear-ended
open 42:17	party 33.13 paved 43:25	place 34:3 44:11	process 35:8	26:16
orange 44:14,21	44:1	places 14:4	46:6	reason 28:25
order 18:18	pay 19:21 21:4,5	places 14.4 placing 44:6,7	progressed	34:23,23
25:13	21:6,7,8,13	planned 24:6	41:25	reasoning 35:6
overcorrected	22:25 28:11	plant 11:19	proning 43:17	Rebecca 1:17
44:22	53:4,5,7	plant 11.19 playpen 30:12	Public 55:23	6:17 55:6,22
owner 18:24	paying 24:15	Pleasant 33:20	purchase 15:25	recall 16:7 18:13
23:17	paying 24.13 payment 21:6	34:1	16:5,10 53:2	recollection
Owosso 8:15	21:19 22:1	please 4:12 6:2,5	purchased 20:19	20:12 52:16
9:20 14:1	payments 21:2	6:15 26:10	24:9	record 4:12,14
7.20 17.1	21:12,14,16,18	PLLC 2:4	purposes 4:20	4:16 5:23 7:17
P	22:25 23:5	plow 11:19	purposes 4:20 pursuant 4:18	9:6,12 18:9
	44.43 43.3	hiow 11.17	pursuant 4.10	,
Fig. 12, 1012 - F. 11				



	444			Page 62
20:8,9,10	43:25,25 44:1	separated 42:15	soybeans 11:22	stating 40:24
32:25	44:12,12,15,17	September 43:3	spare 25:18	Station 10:5,13
recorded 55:9	Robert 9:18	50:2	speak 17:23	30:20 37:20
reduced 55:10	rolled 27:22	series 5:10	18:9,10 49:10	stay 5:20 19:19
reflect 4:16	45:3	serious 28:2	49:13	24:4,5
regard 21:11	roof 29:23	Services 33:1	speaking 6:15	stayed 42:6
24:11	room 30:7,10,13	set 25:21 46:21	specifics 39:15	steel 44:2
Regional 17:4	ROSS 4:22	52:22,22 55:8	spell 4:14 11:1	stenographic
registration	Rossi 2:3,4 3:6	sets 25:19 52:20	12:7,8 26:10	55:11
19:23,25 35:22	4:11,16,23	severe 16:16	38:5 48:18	stenographica
52:8	20:10,11 53:22	severed 42:11	Spires 48:17,20	55:9
regular 53:12	rules 4:20,21 5:9	42:18	split 29:12 53:8	stent 42:16,17
regularly 21:20	Run 11:19	Sewing 16:21	spoken 16:19	stents 41:17,19
Rehabilitation	rusted 23:10	shares 17:5	50:14,17,21	stick 14:20
42:23		shattered 41:15	51:19	stolen 44:5
related 55:12	<u> </u>	she'll 5:17	spray 11:19	stomach 43:18
relationship	safe 23:11	shirts 32:10	SS 55:3	stopped 47:15
7:17,20 9:12	Sage 9:6 30:11	shop 14:2 16:6	St 12:21 14:2,3	store 14:3 44:3
29:4	32:3,3,13	16:19 30:18	16:6	straight 44:23
relatives 40:8,9	40:13	siblings 31:14	Stacy 7:24 30:19	Street 1:13
remained 41:7	Sage's 32:12	31:22	33:8 36:8,10	stress 46:15
remember 14:21	Sandborn 1:17	sic 12:8	37:9 38:15	strike 15:19
27:5	55:6,22	side 9:15,16	39:8 40:4,13	stuff 45:18
Remus 31:18	saw 45:10	22:15 45:1,4	49:13,23,24	52:10
renewed 34:5	saying 5:21	sign 35:2	50:5,8 51:11	stump 45:1
rent 28:11	19:19	Signature 54:1	51:17,18	submit 18:6
replace 15:11	scene 27:1,2	sister 12:4 31:15	Stacy's 30:1	sudden 44:14
reported 44:9	41:9,21 42:3	48:25	31:19 32:16,23	sued 26:19,21
reporter 5:16	45:8	sister's 12:5	33:15 36:23	Suite 2:6
requested 54:1	schedule 34:4	sitting 34:14	37:19 40:10	Sunoco 10:5,13
require 52:24	scheduled 46:4	situation 49:19	43:4 47:14	30:20 37:20
respective 54:2	school 8:9,12,14	six 13:1,10	48:22 49:5,15	Sunview 12:21
response 51:14	8:15 27:21	sleep 30:10,11	51:23 52:1	sure 5:22 14:25
rest 45:3	31:3,7 36:3	slide 43:12	stamps 33:4,9	33:7 34:23
restate 6:6,8	seated 5:16	small 32:6,7	start 48:5	38:7,9 52:10
restrained 43:10	Secretary 33:20	44:2,4	started 23:5	surgeon 45:20
resulted 24:13	33:25 34:7	Social 6:24	26:2 38:20	46:2 47:3 48:2
retained 4:24	Security 6:25	socket 41:15	44:6	surgery 46:4
returning 51:21	see 5:16 46:2,18	somebody 22:9	starting 48:6	suspended
right 20:5 41:14	seeing 45:17,19	26:16	state 1:2 4:12	27:15,17 28:4
45:1 50:3	seek 24:8	sorry 9:8 11:5	5:20 19:17	sustained 41:11
53:22	send 18:17,20	32:2 44:19	33:20,25 34:8	41:12 46:16
road 8:6 43:24	sent 32:21	49:1	50:14 55:2	SUV 50:12
		1	30.11.33.2	00 1 00.12



MORGAN WATSON October 21, 2016

r				Page 63
swerved 44:16	ticketed 27:6	transcript 55:11	46:8	35:9 38:3
44:21	tight 34:3	transcription	understood 6:9	wanted 29:22,24
switched 49:18	time 5:25 7:9	55:10	use 20:15 52:24	wasn't 29:23,25
sworn 4:7	10:12,21 11:13	transfer 11:19		Watson 1:4,12
sympathy 48:12	11:23 12:1,13	transportation	V	3:4 4:5,13,18
	13:19,22,23	43:11	valid 7:2	9:21
<u> </u>	14:4,6,9 15:18	transported	van 35:14,15,18	way 6:1 27:20
TABLE 3:1	15:18,20 18:10	41:20	36:2,3,11,18	41:12 43:23
take 6:17 8:18	19:6 20:20	trauma 46:16	36:21,25 37:10	we're 5:9
25:23 32:11	23:15 24:15	treatment 47:7	37:21 38:11,13	We've 8:8
34:22 35:13	25:3,24 29:5,8	trick 6:3	38:18,20,24	week 10:19 43:8
51:15,18 53:17	29:10,18 31:19	truck 14:19,20	39:18,20,25	43:9 47:20
taken 1:13 4:18	33:22,24 34:5	15:2,8 25:24	40:5 49:11,14	weeks 42:24
5:5 8:20 55:7	34:7,9,17	26:1 27:22,24	49:18,20,22,24	43:19
55:12	35:10,18 36:8	50:12	50:6 53:20	Weidman 38:3,7
talked 47:11,12	36:20,25 38:13	true 55:11	vehicle 15:8,11	weight-bearing
51:12	38:22,24 39:20	truth 4:7,8,8	15:25 16:10	48:3
talking 6:17	39:21 40:11	try 5:20 24:8	17:12,14 19:6	went 15:10
33:9 35:21	41:9 49:7,7,11	48:9	19:23 22:18	17:19 23:3
36:15	49:14 50:5	trying 24:15	23:22 25:7	24:14 26:1,3
tarp 34:15	51:20,24 52:2	27:3 33:3 48:7	34:9 39:11	35:1 37:10
tax 16:9	52:2 53:11	turned 31:15	44:24 45:2,3,6	41:21 44:23,25
taxes 16:2	times 6:13 45:2	two 6:17 12:15	50:8,9 52:25	49:17
tell 18:23	47:18 48:11	24:13 25:20	vehicles 22:12	weren't 13:3
tendency 6:14	Tire 14:1	27:8 30:2,3	23:4	43:21
Tension 13:3	title 19:3,5,6,9	41:17,19 42:23	Vernon 8:6	West 8:6 11:24
<b>testified</b> 4:9 25:2	19:11,15,17	43:19 52:21	11:24 12:14	12:14
testify 4:7	20:13 23:17,22	two-year-old		wheelchair
tests 42:9	34:22 35:2,22	34:2	W	43:10,12,13,13
theft 15:14	35:24 36:1,20		W-e-i-d-m-a-n	43:14 47:23
therapy 43:8,9	36:23 37:10	U	38:6	witness 3:3 4:6
43:10 47:19,21	49:18,21 52:16	uh-huh 5:21	W3256092556	54:1
47:21	today 6:22 47:15	16:15	7:5	Woodward 2:5
thing 34:25	48:7	uh-uh 5:21	wait 6:15	work 10:4,19,24
things 13:3	told 36:2,20	uncle 40:9	waiting 34:15	11:9 14:4
think 21:19,20	37:18 40:2,3	underneath	walk 48:6	16:24 19:16
29:12,13,15	42:12 48:7	23:10	walked 48:11	30:9,17,21
48:10 52:10	49:15,15	understand 5:3	walker 48:4	35:11 36:10
53:14	touch 8:11	5:13,25 6:5	walking 48:5	37:19,20 38:16
thought 11:11	town 44:1	29:25	wall 42:15	40:22 43:21,23
44:15	Townsend 1:13	understanding	want 5:21 14:24	44:12 53:17
three 7:22 12:15	toys 32:12	37:4,5 39:2	14:24 16:1,2	worked 10:8,9
22:12 45:21	traffic 44:2	40:20 41:10	26:15 34:24	10:10 13:6,25



October 21, 2016

P	а	q	е	6	4

			Page	64
14:1 34:5	<b>12:41</b> 53:25	7		
working 10:13	<b>1260</b> 12:21	<b>7:30</b> 40:22		
10:22 13:24	<b>15th</b> 5:2,13	<b>7:45</b> 40:23		
16:9 46:10	41:18	<b>75</b> 46:12		
works 34:21	<b>16</b> 12:10	70.0.12		
35:1	<b>19</b> 31:15	8		
worse 41:23	<b>194</b> 21:15	8/10 6:21		
wow 8:9 16:22		8/4/2018 55:25		
16:24 17:3,6	2	<b>8/9/95</b> 6:23		
27:25 41:1	20 46:10	8th 7:7,10 33:19		
42:19 46:18	20/20 7:5			
wrong 29:3	<b>200</b> 21:7,14 22:2	9		
X	2011 27:20 28:8	90 42:11		
	2013 8:15	95 6:21		
Y	<b>2016</b> 1:16 4:2	9th 7:5		
yard 34:14,16	5:2,13 7:7,10			
44:5	7:16 16:3 26:15 33:19			
yeah 5:21 13:16	50:3			
13:18 15:22	<b>21</b> 1:16 4:2 6:23			
17:2 19:3,18	<b>248</b> 2:8			
19:19,20 20:3	<b>25</b> 46:10			
20:4,6 29:22	28th 43:3			
33:11 39:4	20th 43.3			
year 7:15 8:14	3			
13:1,10 14:21	3,000 16:8 17:9			
16:25 28:20	<b>30</b> 53:15			
years 7:22	<b>306</b> 1:13 2:6			
Yep 19:13 40:17	<b>35</b> 16:18			
yesterday 48:2				
younger 12:4	4			
	43:6			
Z	40950 2:5			
0	482544181-0 1:8			
	48304 2:7			
1	48632 8:6			
100 21:7 23:3,7	5			
53:8	<b>50</b> 46:11			
<b>10th</b> 31:6	593-92922:8			
<b>11:38</b> 1:15 4:3	5th 8:8			
<b>11:56</b> 20:8				
<b>11328</b> 8:6 11:23	6			
<b>12:01</b> 20:9	<b>6239</b> 7:1			



# EXHIBIT 6

## Mary Free Bed

## **Inpatient Authorization Form**

Rehabilitation Hospital 235 Wealthy SE Grand Rapids, MI 49503-4299 616.840.8000 • 800.528.8989

Jacob Myers 131965 1873387
Name of Patient / MRN# FIN#

#### ASSIGNMENT OF BENEFITS

#### I agree:

- To pay all expenses including, but not limited to, court costs and actual attorney fees incurred by Mary Free Bed Rehabilitation Hospital (MFB) in collecting this account.
- To assign MFB in collecting this account.
- To assign MFB any right or cause of action that I may have against any third person to collect and recover for the expense of this account.
- To release any billing information for payment of account by any insurance company or employer. I
  authorize any insurance companies to pay directly to MFB liability and/or medical insurance proceeds for
  all services and supplies rendered by MFB for this admission.
- That I am financially responsible to MFB for all services and supplies not covered by the liability and/or medical coverage insurance.

#### MEDICAL RECORDS AUTHORIZATION

#### I authorize:

- MFB to release the minimum necessary information contained in my patient record to schools, other
  educational programs, referral sources and other health care providers for continuing care needs or to my
  insurance company or employer for payment of my account. I understand that this information may include
  mental health and social work records.
- My school/my child's school to release records to MFB. This release covers academic information, therapy
  reports and psychological testing. I may revoke this authorization anytime, but not retroactive to release
  of information made in good faith.
- Insurance company representatives to attend team conferences during admission at MFB.
- MFB to release the minimum necessary information from my hospital medical records to providers to simplify ordering my durable medical equipment. Specific information to be disclosed will be face sheet information, physician orders and selected information to process my durable medical equipment order.

I may revoke this authorization anytime, but not retroactive to release of information made in good faith. Unless revoked by me, this authorization will expire one year from today's date.

#### **RELEASE FOR AUDIO-VISUAL MATERIAL**

#### I understand:

- MFB staff may make photographs, slides, videotapes, audio recordings, or other digital images of me and
  I authorize MFB to use these materials as part of my treatment program and for internal educational
  purposes only.
- MFB will not use these materials for external reasons without my specific consent. I have the right to request cessation of the production of the recording at any time. I understand my signature releases MFB from any financial or legal responsibility for this audio-visual material.

#### OFF-GROUND ACTIVITIES/TRANSPORTATION RELEASE

- MFB may conduct off-ground treatment activities and I authorize MFB to conduct this treatment according
  to my doctor's orders. I understand that certain hospital policies related to my care may be modified for
  practical reasons during off-ground activities.
- I authorize MFB to arrange transportation for off-ground activities.

I have agreed to the items reviewed above unless specifically indicated.

EXHIBIT

B

Prop & Cas Ins Co

## Mary Free Bed

## **Inpatient Authorization Form**

235 Weathy 5E Grand Rapids, MI 49503-1299 616,840.5000 = 800.528.8989

616.840.8000 > 800.528.8989		
Jacob Milers	131965	/873387
Name of Patient	MRN#	FIN#
PHYSICIAN ASSIGNMENT OF I authorize payment of insurance benef	fits directly to:	
	Dr. Bloom	
	(Physician's Name/ Group)	
For services rendered, not to exceed a	reasonable and customary fee.	
	RACTICES If the MFB Hospital's Notice of Informations Iospital may share my health informations Iospital may share my health informations Informatio	
PATIENT DECISION-MAKING The "Designation of Patient Advocate For Attorney for Health Care"). Mary Free E Self-Determination Act", as authored by  • Questions/concerns may also be 1) Legal Assistance Center Rec 2) Legal Aid Society Line (616)	orm" and Directions for Health Care (a Bed Rehabilitation Hospital offers this the congress of the United States, be directed to: eferral Service (616)632-6000	
autodialed and/or pre-recorded	dential/cellular telephone numbers and d telephone call from MFB and/or it ag ay consent above is not a condition of	ents at any of these phone
PATIENT SIGNATURE(S)		
I have read this form and I understand	it. All my questions have been answe	ered.
TIME 10 40 BATE 913.16	_ Patient Signature	nym_
Legal Guardian/ Patient Advocate/ Next	of Kin	
VERBAL CONSENT REASON:		
TIME 10-40 ATE 913-10	/ Witness Signature // //	role
SECOND WITNESS IF NEEDED FOR VEH	RBAL CONSENT	

Witness Signature

Page 2 of 2

Revised 3/7/16

#### Consent

#### PECTRUM HEALTH MODERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Patient name Medical reco

Patient name <u>MYERS, JACOB CARL</u>
Medical record number <u>1498331</u>

Account number 927454206229

Date printed <u>08/15/16</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- ! will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health.location, I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without
  my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department, This may include information about HIV, TB and other diseases.
   PRIVACY NOTICE
  - I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### **VALUABLES**

- Spectrum Health would like its patients to leave valuables at home or with family members, i agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health, I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

--- DO NOT MARK BELOW THIS LINE

- - DO NOT MARK BELOW THIS LINE

A CONTRACTOR OF THE PROPERTY O

250051 (11/15) - Page 1 of 2

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

- BARCODEZONE -

Joint Appendix - Volume II

Page JA249

onforces, you'this medical record shall be maintained except when use or disclosis is required to permitted by low, regulation, or written outhorization by the potilent

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 6: Plaintiffs' Assignments

Patient name MYERS, JACOB CARL Account number 927454206229

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### ASSIGNMENT

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file sulf or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denici of payment of my

  Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance
  policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act an my
  behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist
  Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance,
  co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I walve, any and all rights to settle, release or retain
  payment of my Spectrum Health charges, or take any other action which would in any way
  compromise payment or relimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable low/ver fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

TIME \_\_\_\_\_\_ PM DATE \_\_\_\_\_ Patient Signature.

Patient Is under 18 years of age or otherwise unable to consent because \_\_\_\_\_\_\_ TAWAA\_\_INTUDUTED

Parent/Legal Guardian/Patient Advocate/Next of Kin

TIME \_\_\_\_\_\_ PM DATE \_\_\_\_\_\_ PATIENT ACCULATED

Parent/Legal Guardian/Patient Advocate/Next of Kin

Printed Name \_\_\_\_\_\_\_ A. \_\_\_\_\_\_ NULLERS

STAFF SIGNATURE(S)

TIME \_\_\_\_\_\_ PM DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_ PM DATE \_\_\_\_\_\_\_\_ Witness

SECOND WITNESS NEEDED FOR VERBAL CONSENT

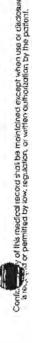
TIME \_\_\_\_\_\_ PM DATE \_\_\_\_\_\_\_ Witness

Interpretation Services

Interpretation Services

Interpretation services

Interpretations roade by all of those present during the informed consent discussion.



250051 (11/15) - Page 2 of 2

Interpreter Name (print)

Interpreter Signature .

SPECTRUM HEALTH	Cons
SPECIKON NEALIN '	

#### Spectrum Health Big Rapids Hospital GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Patient name <u>MYERS, JACOB CARI.</u>

Medical record number <u>81019513</u> Account number <u>927454206290</u> Date printed <u>10/16/16</u>

LAGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health Is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law. Federal law and policy, I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- in some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

t have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of
 Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members. I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.



Patlent name MYERS, JACOB CARL

Account number

927454206290

#### **AUTHORIZATION TO RECEIVE PAYMENT**

- Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and In the endorsement of checks payable to me and/or Spectrum Health. Lunderstand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health In the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- Lauthorize my Insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by Insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection. I will be responsible to relimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable Interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable coilection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

TIME AM DATE WILL Patient Signature Patient is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patient Advocate/Next of Kin  TIME DAM DATE signature
2117-2 Lead PIVI 97-116 Lead Light Wilding Light
Printed Name
STAFF SIGNATURE(S)  TIME 1150 PM DATE LOJU / 10. Witness  SECOND WITNESS NEEDED FOR VERBAL CONSENT  TIME PM DATE Witness
TIME — DPM DAIL — Wiffness
Interpretation Services
I certify that I have interpreted, to the best of my ability, into and from them participant's stated primary language, all oral presentations made by all of those present during the informed consent discussion.
TIME DATE Interpreter Signature
Interpreter Name (crint)
250051 (11/15) - Page 2 of 2

Confidentiality of this medical record shall be maintained except when use a disclosure is required as permitted by law, regulation, or written outharisation by the patient.

## Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health Big Rapids Hospital

MYERS, JACOB CARL

Medical record number 81019513 \_\_\_\_

Account number 927454206302

Date printed 10/31/16

#### I AGREE:

Patient name

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions, I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy Is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, If the records are related to care or services poid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical Information to an agency like the health department. This may include Information about HIV, TB and other diseases.

#### PRIVACY NOTICE

I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of
 Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members, I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- i have provided residential and/or celiular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

= = = = BO NOT MARK BELOW THIS LINE

= = DO NOT MARK BELOW THIS LINE



250051 (11/15) - Page 1 of 2

= = BARCODE ZONE

Patient name	MYERS, JACOB CARL	Account number	927454206302
		,	1 <u>~1 10 12 20 00 0</u>

#### **AUTHORIZATION TO RECEIVE PAYMENT**

- Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I walve, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my Insurance company, or any Insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

l ho	ive read this form and I understand it. All my questions have been answered.
	12 25 PAM - 10-31-16 - Oalm - Musing
TIM	E 1235 PM DATE 10-31-16 Patient Signature 2000 My
•	Patient is under 18 years of age or otherwise unable to consent because
	······································
	Parent/Legal Guardian/Patlent Advocate/Next of Kin
TIM	E BAM DATE signature
1117	
	Printed Name
STAFF SIGN	E 12:36 FLAM DATE 10/31/16 WITHESS & alexand
TIM	E la de PM DATE OBJUG Witness   Cluby Witness
SEC	OND WITNESS NEEDED FOR VERBAL CONSENT / ()
TiM	E — — PM DATE — Witness — — — — — — — — — — — — — — — — — —
	The state of the s
Interpretati	·
I certify the	t I have interpreted, to the best of my ability, into and from them participant's stated primary language, sentations made by all of those present during the informed consent discussion.
•	
TIM	AM DATE interpreter Signature
	Interpreter Name (print)

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

250051 (11/15) - Page 2 of 2

## Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 6: Plaintiffs' Assignments

SPECTRUM HEALTH	Con
SPECIRUM REALIR	A-11

### Consent

#### Spectrum Health Big Rapids Hospital GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Patient name	MYERS.	JACOB CARL
Medical record n	umber	81019513

Account number 927454207022

Date printed <u>01/22/17</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes,
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without
  my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy, I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HiV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of
 Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VAHJABLES

- Spectrum Health would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health, I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

= = = DO NOT MARK BELOW THIS LINE = = BARCODE ZONE = = = DO NOT MARK BELOW THIS LINE



250051 (11/15) - Page 1 of 2

Patient name MYERS, JACOB CARL Account number 927454207022

#### AUTHORIZATION TO RECEIVE PAYMENT

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health,
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical caré and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that If my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

PAHEN	II SIGNAIUKE	(4)			
	I have read	this form a	nd Lune	derstand it.	All my questions have been answered.
	11 '74	/ 🖂 AM		ALL COLLEGE	CAN IN THE
	TIME / LACYS	EXPM	DATEC	THOOLE	Patient Signature The Transport
	<ul> <li>Patient Is</li> </ul>	under 18 y	ears of	age or othe	erwise unable to consent because
					Parent/Legal Guardian/Patient Advocate/Next of Kin
	*15 AF	<b>□</b> AM	D 177		signature
	HAIF	🗖 РМ	DAIL		signature
		Printed Ma	rna.		
		i miled No			
STAFF S	SIGNATURE(S	)			/ ^
	···· 33	OU III AM	E 475 (	71122117	Nuitness X. Cugan
	SECOND WI				=··· =··
	TIME	AM	DATE		Witness —————————
		,,			
Interpr	etation Service	<b>9</b> 5			
l certif	y that I have ir	nterpreted, to	o the be	st of my abili	ty, into and from them participant's stated primary language.
all ora	i presentation:	s made by al	li of thos	e present du	ring the informed consent discussion.
	and the state	AM	S- 4 May		Interpreter Signature
	HMF	— □ РМ	DATE	<del></del>	Interpreter Signature
	Interne	tor Name (n	riets		
	methic	nor recting (F)	(1)	···	

Confidentiality of this medical record shall be maintained except when use or disclasure is required or permitted by law, regulation, or written authorization by the patient.

250051 (11/15) - Page 2 of 2

SPE	CIF	MUS	HF/	A I Z	нW

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum	Health	BIE	Kapids	Hospital	

MYERS, JACOB CARL Patient name

Medical record number 81019513

Account number 927454207033 Date printed <u>02/02/17</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### LUNDERSTAND THAT:

- i will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who i am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions, I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location, I will work with their offices to answer questions about my insurance.
- Michlgan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal low and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HiV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is regulred by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

- I have rights and responsibilities when I receive services, Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

- Spectrum Health would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, Its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

- - - DO NOT MARK BELOW THIS LINE = BARCODE ZONE = = = =



Confidentiality of this medical record shall be maintained except when use or discosure is required as permitted by law, regulation, or written authorization by the patient.

Patient name MYERS, JACOB CARL

Account number

927454207033

#### **AUTHORIZATION TO RECEIVE PAYMENT**

- Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any Insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not pald by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event sult is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

	ad this form and I understand It. All my questions have been answered.	
TIME	Patient Signature	
<ul> <li>Patient</li> </ul>	t is under 18 years of age or otherwise unable to consent because	
,	Parent/Legal Guardian/Patient Advocate/Next of Kin	
TIME	AM DATE signature	
	Printed Name	
AFF SIGNATURE	2/ /	111-
TIME \	DATE // Witness	112 C
SECOND	WITNESS NEEDED FOR VERBAL CONSENT	
TIME	—— DPM DATE ——— Witness ———————————————————————————————————	
terpretation Serv	ices .	
certify that I have It oral presentation	e interpreted, to the best of my ability, into and from them participant's stated primary language, ons made by all of those present during the informed consent discussion.	
TIME	AM DATE Interpreter Signature	
Interes	oreter Name (orint)	

250051 (11/15) - Page 2 of 2

## SPECTRUM HEALTH

## Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health Big Rapids Hospital

Patient name MYERS, JACOB CARL

Medical record number 81019513

Account number 927454207047

Date printed <u>02/16/12</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, heaith plans and administrators for payment of services I receive.
  - Government agencles like Medicare and Medicald or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, If the records are related to core or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my blli.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

 I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members, I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health, I consent to receive autodiated and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

■ ■ ■ DO NOT MARK BELOW THIS LINE

BARCODE ZONE

do not mark below this lin



Patlent name	MYERS, JACOB CARL	Account number	927454207047
--------------	-------------------	----------------	--------------

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### ASSIGNMENT

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file suit or Intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I walve, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

I have read this form and I understand It. All my questions have been answered.
TIME PAM DATE Patient Signature Julian Myers
Patient is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patient Advocate/Next of Kin
TIME SIgnature
Printed Name
STAFF SIGNATURE(S)
COC
MIVE TO PM DATE VVIITIES
SECOND WITNESS NEEDED FOR VERBAL CONSENT
TIME Witness
Interpretation Services
I certify that I have Interpreted, to the best of my ability, Into and from them participant's stated primary language,
TIME DATE Interpreter Signature
Interpreter Name (print)
250051 (11/15) - Page 2 of 2

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition **Exhibit 6: Plaintiffs' Assignments**

						Ø.,
1	Н	F L	11	T	Ц	

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1 **SPECTRUM HEALTH**

Patient name	MYERS.	JACOB CARL			į
Medical record n	number	1498331	Account number	927454207052	Date printed <u>02/20/17</u>
AGREE!					Ì

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am, They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions, I also know I will receive separate bills from them even
- though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligiblity Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org,

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Médicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, If the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- i understand Spectrum Health will keep my medical information according to State Idw, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical Information to an agency like the health department. This may include information about HIV, TB and other diseases. PRIVACY NOTICE
  - I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an apportunity to ask questions about the Information in the Natice.

#### VALUABLES

 Spectrum Health, would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

 I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

. DO NOT MARK BELOW THIS LINE



256951 (11/16) - Page 1 of 2

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 6: Plaintiffs' Assignments

Patlent name	MYERS, JACOB CARL	Account number	927454207052

#### AUTHORIZATION TO RECEIVE PAYMENT

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file sult or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain
  payment of my Spectrum Health charges, or take any other action which would in any way
  compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not pald when due, and the hospital should retain a jawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

agency	tees luctorand illose	nosea on a bea	retunñ <del>o</del> or i	me dedi.	}	
PATIENT SIGN	VATURE(S)					
l bay	e read this form and	Lunderstand it. A	All my cuestia	ons have been answ	vered.	
						3 3
TIME	TOHAM D	ATE GOOT	Patient Sian	nature 2000	John College	
. Dr	thent is under 18 years	us of age or othe	nuite unable	e fo consent because	9	
• , .	morn is a root to tea	is of age of one	Wise di labie	710 601 1561 11 0 0 0 0 0 0 0 0	٠ <del></del>	
<del></del>						<u></u>
			_			
			Parent/Leg	al Guardian/Patient	Advocate/Next of I	(In
TIME	MAM D	ATF	slanati ire		<u>S</u> <del>1</del>	
, ,,,,,		· · · · · · · · · · · · · · · · · · ·	ingriororo	<del> </del>	: :	
	Printed Name	e				
		- <u></u>				
STAFF SIGNA	TURE(S)			Oca n	10 %	di 1
Mar	IDIO PM .	a:26:17	1	Ashlee	How &	01 6 NO
					1133-4-3	
	NO WITNESS NEEDED				$\mathcal{A}$	
TIMAS	AM D	ATF	\\/itness _			c
118930-		A12	*VIII 1033		Ţ	<del></del>
Interpretation	i Services					
•		ne hest of my abilit	v Into and fro	em them participant's st	interi mimary languay	TA CONTRACT
all oral prese	ntations made by all at	f those present duri	ng the inform	ed consent discussion.	ioros primary larigadi	, <u>-</u>
	Part And					
TIME	AM D.	A1E	Interpreter S	ignature		
	· ·				*	
	Interpreter Name (print	f)	<del></del>		<u>-</u>	

250051 (11/15) - Page 2 of 2

#### Consent GENERAL, TREATMENT AND RELEASE OF INFORMATION (2 SIDED)

Page 1 of 4

MR#:	001 <sub>1</sub>	498	3331
D08: 08/10	/1994	22Y	M T

SCH: 05/19/2017

Patient printed name.

MYERS, JACOB CARL Attendina Physician: SHERRY, CHARLES

FIN: 927454207131 Prz-Admit 8W T ARRING NORM NORM ARRING DURING BARRO HADRA ROMA HADRA HARRA DITA RAKA DITA RAKA DARING DITA BARRA

Medical record number \_\_\_

#### NOTICE OF NONDISCRIMINATION:

Spectrum Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race color, national origin, age, disability, or sex. Spectrum Health does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. See pages 3 and 4 for the complete notice of

#### I AGREE:

- nondiscrimination as well as availability of language assistance.

  \*\*GREE:

  \*\*To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- · Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.
- Spectrum Health will not tolerate discrimination against my doctor, other healthcare professionals or staff because of race, color, gender, national origin, age, disability, sex or any other basis prohibited by federal, state or local law.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are allowed under law.
  - Any person or entity responsible to pay all or part of my bill.
- I agree that Spectrum Health can take my picture and save it to my electronic medical record. I understand that Spectrum Health will use this picture for identification purposes with the goal of improving my patient experience as I move throughout the Spectrum Health system.
- Lunderstand Spectrum Health will keep my medical information according to State law, Federal law and policy. also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases. OVER ->

250051 (2/17) - Page 1 of 4 © Spectrum Health (Spanish X04879) (Vietnamese X04878) (Bosnian X11959) (Arabic X18622) (Burnnese X18623) (Korean X18624) (Swahili X18625) (Kinyarwanda X18626) (Somali X18627) (Nepali X18628) (Chinese X18629)



## GENERAL, TREATMENT AND RELEASE OF INFORMATION (2 SIDED) (CONTINUED) Page 2 of 4

#### **PRIVACY NOTICE**

 I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

 Spectrum Health would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

• I have provided residential and/or cellular telephone numbers and an email address to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls, text messages and/or emails from Spectrum Health and/or its agents/third parties at any of these phone numbers for communication including billing purposes. I understand that my consent to call is not a condition of my treatment.

#### **AUTHORIZATION TO RECEIVE PAYMENT**

Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party
and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is
authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health
  charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage
  provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim
  or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance
  benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment
  of my Spectrum Health charges, or take any other action which would in any way compromise payment or
  reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize any insurance company, responsible for payment of my medical care and treatment, to pay Spectrum Health for the services given. I understand that I am responsible for any charges not covered by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or
  collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees
  associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in
  the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based
  on a percentage of the debt.

PALIENT	SIGNAL	UKE(2)
1.1		

I have read this form and I understand it. All my questions have been answered.  TIME 1/50 DATE 5-/9-/1 Patient signature
TIME 1750 OPM DATE 2-17-77 Patient signature
Patient is under 18 years of age or otherwise unable to consent because  TIMEPAM DATE Parent/Legal Guardian/Patient Advocate/Next of Kin
TIME Parent/Legal Guardian/Patient Advocate/Next of Kin
signature
Printed name
STAFF SIGNATURE(S).  TIME 5 GPM DATE 6 9 0 Witness
SECOND WITNESS NEEDED FOR VERBAL CONSENT  TIME OPM DATE Witness
INTERPRETATION SERVICES
I certify that I have interpreted, to the best of my ability, into and from the participant's stated primary language,
all oral presentations made by all of those present during the informed consent discussion.  TIME Interpreter signature
TIME Interpreter signature
interpreter name (print)

CONTINUED ON PAGE 3 ->

250051 (2/37) - Page 2 of 4 @ Spectrum Health

SPECTRUM HEALTH	Consent
SPECIKUM NEALIN'	OFMEN A

Spectrum Health Big Rapids Hospital GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Patient name	MYERS.	JACOB CARL			
Medical record r	number	81019513	Account number	927454207060	Date printed <u>03/01/17</u>
I AGREE!					

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will-receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HiV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, If the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy, i also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

- I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the Information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members, I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.



250051 (11/15) - Page 2 of 2

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 6: Plaintiffs' Assignments

Patient name MYERS, JACOB CARL Account number 927454207060

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me,

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file sult or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for callection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

PATIENT SIGNATURE(S) I have read this form and I understand it. All my questions have been appropried Patient Signature Patient is under 18 years of age or otherwise unable to consent because Parent/Legal Guardian/Patlent Advocate/Next of Kin . . . DATE\_ \_\_ signature Printed Name \_ STAFF SIGNATURE(S) OL BAM DATE 3 SECOND WITNESS NEEDED FOR VERBAL CONSENT Witness DATE -I certify that I have interpreted, to the best of my ability, into and from them participant's stated primary language, all oral presentations made by all of those present during the informed consent discussion. DATE \_\_\_\_\_ Interpreter Signature \_\_\_ Interpreter Name (print)

# when use or alsolos flon by the patient. necord shall be r Confidentially of this medical is required or permitted by

#### Consent SPECTRUM HEALT

#### Spectrum Health Big Rapids Hospital

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Patient name	MYERS.	JACOB CARL			
Medical record r	number	81019513	<u> </u>	Account number	

<u>927454207089</u>

Date printed <u>03/29/17</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.

Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition **Exhibit 6: Plaintiffs' Assignments** 

- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals, may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health, I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AiDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, If the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

- I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

 Spectrum Health would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autogialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mall address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

= = DO NOT MARK BELOW THIS LINE

-- BARCODE ZONE ----- - DO NOT MAKE BELOW THIS LINE



250051 (11/15) - Page 1 of 2

Patient name <u>MYERS, JACOB CARL</u> Account number <u>927454207089</u>

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health Is authorized to act on my behalf In the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### ASSIGNMENT

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment, i am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection. I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

I have read this form and I understand it. All my questions have been answered.  TIME 2109 PM DATE 3-29-17 Patient Signature
Patient is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patient Advocate/Next of Kin
TIME DATE signature
Printed Name
STAFF SIGNATURE(S)
TIME 209 BAM DATE 3-29-17 Witness Ramon Gast
SECOND WITNESS NEEDED FOR VERBAL CONSENT
TIME DATE Witness
Interpretation Services
I certify that I have interpreted, to the best of my ability, into and from them participant's stated primary language,
TIME DATE Interpreter Signature
Interpreter Name (print)
250051 (11/15) - Page 2 of 2

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

SPECTRUM HEALTH	Consent
SPECIRUM HEALIM?	

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health Big Rapids Hospital

MYERS, JACOB CARL

Medical record number 81019513

Account number 927454206321 Date printed 11/16/16

#### I AGREE:

Patient name

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me,
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Ellglbllty Policy Is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- i understand Spectrum Health will keep my medical information according to State law, Federal law and policy, I also understand that my medical Information may be stored electronically and may be sent to ar received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- in some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV. TB and other diseases. **PRIVACY NOTICE** 
  - I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

 Spectrum Health would like its patients to leave valuables at home or with family members, I agree Spectrum Health is not responsible for safeguarding my property.

VALUABLES

- Spectrum Head
Spectrum Head
Spectrum Head
Spectrum Head
CONSENT TO CALL
- I have provide
receive autodit
their agents at
and/or e-mails
e-mail address
consent above - I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-malls from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

--- DO NOT MARK BELOW THIS LINE - BARCODE ZONE we - DO NOT MARK BELOW THIS LINE



250051 (11/15) - Page 1 of 2

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 6: Plaintiffs' Assignments

Patient name MYERS, JACOB CARL

Account number

927454206321

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health Is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health Is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file sult or Intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment Includes, but Is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract, I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any Insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain
  payment of my Spectrum Health charges, or take any other action which would in any way
  compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not pald when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

I have read this form and I understand it. All my questions have been answered.
TIME 850 DATE 16 Patient Signature Durch Mighal
Patient is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patlent Advocate/Next of Kin
TIME Signature
Printed Name
TIME SEASE PM DATE 16 Witness DIANT SCHENCE
TIME DPM DATE Witness Witness
SECOND WITNESS NEEDED FOR VERBAL CONSÉNT
TIME — PM DATE — Witness — Witness
Interpretation Services
i certify that I have interpreted, to the best of my ability, into and from them participant's stated primary language,
IIME DATE Interpreter Signature
Interpreter Name (print)

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

250051 (11/15) - Page 2 of 2

SPECT			A.
SPECT	RUM	HFA	I TH

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health 8ig Rapids Hospital

MYERS, JACOB CARL

Medical record number 81019513

Account number 927454206356

Date printed 12/21/16

#### I AGREE:

Patient name

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without
  my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicald or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.
   PRIVACY NOTICE
  - I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members, fagree
 Spectrum Health is not responsible for safeguarding my property.

#### **CONSENT TO CALL**

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

BARCODE ZONE CAMBELOW THIS LINE CAMBELOW THIS LINE



250951 (11/15) - Page 1 of 2

Patient name MYERS, JACOB CARL Account number 927454206356

#### **AUTHORIZATION TO RECEIVE PAYMENT**

 Spectrum Health Is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health Is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- Lassign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

I have read this form and I understand it. All my questions have been answered.
TIME 2141 = AM DATE 12/21/16 Patient Signature Com Jugar
TIME PM DATE Patient Signature
Patlent is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patient Advocate/Next of Kin
TIME Signature
The state of the s
Printed Name
STAFE SIGNATURE(S)
TIME 2141 BAM DATE 21/16 Witness
SECOND WITNESS NEEDED FOR VERBAL CONSENT  TI AM
TIME DATE Witness
Interpretation Services
I certify that I have interpreted, to the best of my ability, Into and from them participant's stated primary language, all ordi presentations made by all of those present during the informed consent discussion.
TIME DATE Interpreter Signature
Interpreter Name (print)

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

250051 (11/15) - Page 2 of 2

## Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health Big Rapids Hospital

Patient name <u>MYERS, JACOB CARI</u>
Medical record number <u>81019513</u>

Account number 927454206366

Date printed <u>12/31/16</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health Is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical Information according to State law, Federal law and policy, I also understand that my medical Information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

 I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members. I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-malls from Spectrum Health, its lawyers and/or their agents using any phone number or e-mall address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

DO NOT MARK BELOW THIS LINE WERE BARCODE ZONE WHEN DO NOT MARK BELOW THIS L

AND STATE OF THE PARTY OF THE P

250051 (11/15) - Page 1 of 2

Patient name

MYERS, JACOB CARL

Account number

927454206366

#### AUTHORIZATION TO RECEIVE PAYMENT

- Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health;
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third
    party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract, I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain
  payment of my Spectrum Health charges, or take any other action which would in any way
  compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my Insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### **PATIENT SIGNATURE(S)**

I have read this form and I understand it. All my questions have been answered.
TIME 169 PM DATE 12-31 Patlent Signature Children
Patient is under 18 years of age or otherwise unable to consent because
Parent/Legal Guardian/Patlent Advocate/Next of Kin
TIME SIgnature
Printed Name
STAFF SIGNATURE(S)
STAFF SIGNATURE(S) TIME 22:00 AM DATE 1213116 Witness . Cruscal
SECOND WITNESS NEEDED FOR VERBAL CONSENT
TIME PM DATE Witness
Interpretation Services
I certify that I have interpreted, to the best of my ability, into and from them participant's stated primary language, all oral presentations made by all of those present during the informed consent discussion.
TIME DATE Interpreter Signature
Interpreter Name (print)
250051 (11/15) - Page 2 of 2

Spectrum Health Blg Rapids Hospital

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

I AGREE:					
Medical record r	number	81019513	Account number	9274 <u>54206358</u>	Date printed <u>12/23/16</u>
Patient name	MYERS.	JACOB CARL			

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- -- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencles like Medicare and Medicaid or as regulred by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy, I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical Information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

I have rights and responsibilities when I receive services. Spectrum Health has given me its Notice of
 Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### VALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members. I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or ceilular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, Its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

DO NOT MARK BELOW THIS LIN



259051 (11/15) - Page 1 of 2

BARCODE ZONE

 Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that

Account number

927454206358

Spectrum Health is authorized to seek payment from any third party and from me. **ASSIGNMENT** - I assign Spectrum Health: - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment. The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health. - The right to take any other action seeking payment of my Spectrum Health charges. - This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, Including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all Insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan. I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges. BILLING - I authorize my Insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and freatment which are not paid by insurance. I agree that if my account is not pald when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges

agency fees including those based on a percentage of the debt.

MYERS, JACOB CARL

**AUTHORIZATION TO RECEIVE PAYMENT** 

ECEIVED by MSC 3/11/2021 4:44:55

idaky utinis i redicul recolo sital be masironed except when use of discre ired or permitted by taw, regulation, or written authorization by the patient I have read this form and I understand it. All my questions have been answered.

and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection

	authoria		egal Guardian/Patient Advocate/Next of Kin
TIME	DAM DATE	signature	
	Printed Name	<del></del>	
IGNATURE(		Ì	1 CL 17
TIME -	A DAM DATE 13	),	
	/ITNESS NEEDED FOR VERBA □ AM		
TIME	— DATE —	Witness	

I certify that I have interpreted, to the best of my ability, Into and from them participant's stated primary language,\_\_\_\_ all oral presentations made by all of those present during the informed consent discussion.

TIME \_\_\_\_\_ AM DATE \_\_\_\_\_ Interpreter Signature \_\_\_\_\_

interpreter Name (print)

250051 (11/15) - Page 2 of 2

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

PATIENT SIGNATURE(S)

Patlent name

Cantidentiality of this medical is required or permitted by

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

Spectrum Health 8ig Rapids Hospital

Patlent name MYERS, JACOB CARL

Medical record number 81019513

Account number 927454207003

Date printed <u>01/03/17</u>

#### I AGREE:

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

#### I UNDERSTAND THAT:

- I will ask questions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health is not responsible for their care or other actions. I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my insurance.
- MIchigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitis without
  my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Pollcy Is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive.
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services pald for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.
- PRIVACY NOTICE

   I have rights and responsibilities when I receive services. Spectrum Health has given me Its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### /ALUABLES

Spectrum Health would like its patients to leave valuables at home or with family members. I agree
 Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mail address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

- BARCODE ZONE

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

= = DO NOT MARK BELOW THIS LINE

DO NOT MARK BELOW THIS LINE

The control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the co

250051 (11/15) - Page 1 of 2

Patient name MYERS, JACOB CARL Account number 927454207003

#### **AUTHORIZATION TO RECEIVE PAYMENT**

- Spectrum Health is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health, Lunderstand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- i assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, Including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all insurance benefits and agree to pay all co-insurance, co-payments and deductibles required by any insurance plan.
- I also assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment, I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that if my account is not paid when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### PATIENT SIGNATURE(S)

TIME AM DATE signature  Printed Name
SIGNATIDE(S)
12/12
TIME 7:42 AM DATE 13/17 Witness D.M. Ullu
SECOND WITNESS NEEDED FOR VERBAL CONSENT
TIME — DAM DATE — Witness —

250051 (11/15) - Page 2 of 2

ECEIVED by MSC 3/11/2021 4:44:55 PM

8

#### Consent

#### GENERAL, TREATMENT AND RELEASE OF INFORMATION, Version 1

I AGREE:				-	
Medical record n	umber	1498331	Account number	927454207017	Date printed <u>01/19/17</u>
Patient name	MYERS.	JACOB CARL			

- To the care and treatment the doctor and other healthcare professionals have ordered. The doctor may have help from other healthcare professionals.
- That the doctor may change my care to benefit my life or health.
- If I am here to give birth, the doctor and other healthcare professionals may give care to my baby.

- I will ask guestions.
- No one has made promises about the results of my treatment or care.
- Students and staff may see me and look at my medical record for teaching or research purposes.
- The staff will double-check who I am. They will ask what I am having done. This is to protect me.
- Some doctors and staff are not employees of Spectrum Health. I know that Spectrum Health Is not responsible for their care or other actions, I also know I will receive separate bills from them even though they provide services to me at a Spectrum Health location. I will work with their offices to answer questions about my Insurance,
- Michigan law allows healthcare providers to test my blood for HIV (AIDS virus) or Hepatitls without my consent if someone who has helped in my care is exposed to my blood or body fluids.
- A copy of the Spectrum Health Financial Assistance Eligibility Policy is available upon request at all Registration Areas and on our website at www.spectrumhealth.org.

#### MY MEDICAL INFORMATION

- -- SPECTRUM HEALTH MAY RELEASE MY MEDICAL INFORMATION TO:
  - Insurance companies, health plans and administrators for payment of services I receive,
  - Government agencies like Medicare and Medicaid or as required by law.
  - My doctors and others involved in my care now or in the future.
  - My employer, if the records are related to care or services paid for by my employer, or for other purposes that are permitted under law.
  - Any person or entity responsible to pay all or part of my bill.
- I understand Spectrum Health will keep my medical Information according to State law, Federal law and policy. I also understand that my medical information may be stored electronically and may be sent to or received from other healthcare providers and/or payers electronically. This includes my diagnosis (what is wrong with me), treatments (what we are doing to make me better), and medicine or prescription information about my mental health, infectious diseases like HIV, and other problems like drug or alcohol use may be included.
- In some cases, Spectrum Health is required by law to report medical information to an agency like the health department. This may include information about HIV, TB and other diseases.

#### PRIVACY NOTICE

- I have rights and responsibilities when I receive services, Spectrum Health has given me its Notice of Privacy Practices, and I have had an opportunity to ask questions about the information in the Notice.

#### **VALUABLES**

 Spectrum Health would like its patients to leave valuables at home or with family members. I agree Spectrum Health is not responsible for safeguarding my property.

#### CONSENT TO CALL

- I have provided residential and/or cellular telephone numbers to Spectrum Health. I consent to receive autodialed and/or pre-recorded telephone calls from Spectrum Health, its lawyers and/or their agents at any of these phone numbers. I also consent to receive text messages and/or e-mails from Spectrum Health, its lawyers and/or their agents using any phone number or e-mall address that I provide to Spectrum Health, its lawyers and/or agents. I understand that my consent above is not a condition of my treatment.

= = = DO NOT MARE BELOW THIS LINE - - - HARCODE ZONE



lity of this medical record shall be maintained except when use or disclosure ed or permitted by low, regulation, or written authorization by the partient.

ŏ

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition **Exhibit 6: Plaintiffs' Assignments**

Patient name MYERS, JACOB CARL Account number 927454207017

#### **AUTHORIZATION TO RECEIVE PAYMENT**

- Spectrum Health Is authorized to act on my behalf in the collection of benefits from any third party and in the endorsement of checks payable to me and/or Spectrum Health. I understand that Spectrum Health is authorized to seek payment from any third party and from me.

#### **ASSIGNMENT**

- I assign Spectrum Health:
  - All benefits, claims, and any and all other rights, including the right to bill and talk to any third party for the purpose of seeking payment.
  - The right to file suit or intervene in any lawsuit or proceeding which involves my charges at Spectrum Health.
  - The right to take any other action seeking payment of my Spectrum Health charges.
- This assignment includes, but is not limited to, the right to appeal the denial of payment of my Spectrum Health charges from any payer, Including any employer-sponsored benefit plan, insurance policy or insurance coverage provided by law or contract. I authorize Spectrum Health to act on my behalf to pursue an ERISA benefit claim or to appeal an adverse benefit determination. I agree to assist Spectrum Health in the pursuit of all Insurance benefits and agree to pay all co-Insurance, co-payments and deductibles regulred by any insurance plan.
- Lalso assign to Spectrum Health, and agree that I waive, any and all rights to settle, release or retain payment of my Spectrum Health charges, or take any other action which would in any way compromise payment or reimbursement of my Spectrum Health charges.

#### BILLING

- I authorize my insurance company, or any insurance company responsible for payment of my medical care and treatment, to pay Spectrum Health for the procedures or treatment. I am responsible for the charges for my medical care and treatment which are not paid by insurance.
- I agree that If my account is not pald when due, and the hospital should retain a lawyer and/or collection agency for collection, I will be responsible to reimburse the hospital for all costs, charges and fees associated with the collection of the amount due including, but not limited to, reasonable interest, legal costs in the event suit is filed and reasonable lawyer fees and/or reasonable collection agency fees including those based on a percentage of the debt.

#### F

PATIENT SIGNATURE(S)	
TIME PM DATE DOWN Patient Signature	-
Patient is under 18 years of age or otherwise unable to consent because	
Parent/Legal Guardian/Patient Advocate/Next of Kin	
TIME DATE signature	
Printed Name	
STAFF SIGNATURE(S) TIME 10:015 AM DATE 10017 Witness Shipur Shipur SH JO7	
SECOND WITNESS NEEDED FOR VERBAL CONSENT	
TIME DATE Witness	
Interpretation Services	
I certify that I have interpreted, to the best of my ability, Into and from them participant's stated primary language,	
TIME DATE interpreter Signature	
Interpreter Name (print)	

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

250051 (11/15) - Page 2 of 2

## EXHIBIT 7

# STATE OF MICHIGAN COURT OF APPEALS

JEANNE M. MIDDLEDITCH,

UNPUBLISHED October 3, 2000

Plaintiff-Appellee,

V

No. 212406 Wayne Circuit Court LC No. 96-638643-NS

IRISH AMERICAN CLUB,

Defendant,

and

BRIAN HOCKNEY,

Defendant-Appellant.

Before: White, P.J., and Doctoroff and O'Connell, JJ.

PER CURIAM.

Defendant Hockney appeals as of right from a judgment for plaintiff following a four-day jury trial on the issue of damages. The proceedings resulted in an award for plaintiff in the amount of \$15,000. We reverse.

Defendant now appeals the trial court's rulings regarding the default judgment, the exclusion of evidence, the denial of a setoff, and the court's post-judgment decision barring defendant from enforcing the provisions of the settlement agreement that he received under an assignment of rights. Because we conclude that the trial court committed error requiring reversal regarding the latter issue, and because that issue is dispositive, we do not reach defendant's other issues.

On December 10, 1997, in consideration for \$38,000, plaintiff executed a general release, settlement agreement, and assignment of claims releasing and discharging Irish American Club (Club), its

<sup>&</sup>lt;sup>1</sup> This case arises from an assault and battery outside a bar. Defendant defaulted and the trial court entered a default judgment of liability.

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 7: Middleditch v Irish American Club

insurer, and assigns from any and all claims and all damages arising out of the incident.<sup>2</sup> The agreement was also an assignment of all plaintiff's remaining claims and an agreement that plaintiff would refrain from instituting, procuring, or in any way aiding the institution of any suit, claim, or action against any persons, and all causes of action, claims, and demands of whatsoever kind or nature arising from the incident, except at the direction of the club or its insurer. Plaintiff further agreed that in interpreting the agreement, any questions would be resolved in favor of giving the fullest, broadest, and most complete assignment of claims and rights that the parties could legally enter into.

At some point subsequent to trial, the club's insurer assigned to defendant all the rights that it had under the settlement agreement with plaintiff. Thereafter, defendant filed a post-judgment motion seeking to preclude plaintiff from collecting on the judgment against him. Defendant relied on his rights as an assignee of the settlement agreement to argue that, by virtue of the agreement, plaintiff no longer had any cause of action against him because she had assigned all her claims away. Plaintiff, on the other hand, asserted that defendant's argument was moot, given that defendant waited until after trial to raise it. Plaintiff further argued that defendant was estopped from relying on the settlement agreement because he had participated in the lower court proceedings. The trial court agreed with plaintiff.

A court may relieve a party from a judgment when it has been satisfied, released, or discharged, or for any other reason justifying relief. MCR 2.612(C)(1)(e) and (f). We review a trial court's decision whether to grant relief from a judgment for an abuse of discretion. *Redding v Redding*, 214 Mich App 639, 643; 543 NW2d 75 (1995). However, where contractual language is clear, its construction is a question of law that we review de novo. *Pakideh v Franklin Commercial Mortgage Group, Inc*, 213 Mich App 636, 640; 540 NW2d 777 (1995).

A court must enforce, as written, a clear contract that does not contravene public policy. *Chubb Securities v Manning*, 224 Mich App 702, 707-708; 569 NW2d 886 (1997). If the text is unambiguous, a court must ascertain the parties' intentions from the plain, ordinary meaning of the language in the agreement. *Id.* The term "all" is the broadest classification, and "all" leaves no room for exceptions. *Romska v Opper*, 234 Mich App 512, 515-516; 594 NW2d 853 (1999). Settling parties may waive whatever rights they choose, and where a plaintiff provides and receives consideration under a release, the release is valid. *Id.* at 516.

Plaintiff in this case entered into a general release, settlement agreement, and assignment of claims releasing and discharging the club, its insurer, and assigns from any and all claims and damages arising out of the incident in exchange for valuable consideration. This agreement was also a full assignment of all plaintiff's remaining claims. In addition, the agreement specified that it should be interpreted to grant the fullest, broadest, and most complete assignment of claims and rights. Subsequently, the club's insurer assigned the settlement agreement to defendant, making him the holder of any rights that the insurer had under the agreement.

Plaintiff does not dispute that the settlement agreement was a valid release of all her claims arising out of the incident, including any right that she had against defendant. Nor does plaintiff directly

<sup>&</sup>lt;sup>2</sup> After the club settled with plaintiff, counsel for the club substituted as counsel for defendant.

#### Plaintiffs' August 31, 2018 Response to MetLife's Motions for Summary Disposition Exhibit 7: Middleditch v Irish American Club

challenge the validity of the assignment of the insurer's rights under the settlement agreement to defendant. We agree with defendant that the trial court abused its discretion in failing to enforce the plain terms of the settlement agreement and the subsequent assignment to defendant. See *Romska*, *supra* at 515-516; *Wyrembelski v St Clair Shores*, 218 Mich App 125, 127; 553 NW2d 651 (1996). As the assignee of the settlement agreement from the club's insurer, defendant acquired the same rights that the insurer possessed. *Professional Rehabilitation Associates v State Farm Mut Automobile Ins Co*, 228 Mich App 167, 177; 577 NW2d 909 (1998). Defendant merely sought to enforce the terms of the agreement in which plaintiff assigned away any claims that she had against defendant. Because plaintiff assigned away all her claims against defendant, her judgment against him was unenforceable because the claim was no longer hers to pursue.

Plaintiff argues that the issue of the assignment was moot because defendant did not present it during trial, and that defendant was estopped from relying on the settlement agreement because he participated in the lower court proceedings without raising the issue. We reject plaintiff's argument. Defendant did not receive the assignment of the settlement agreement until after the trial, and therefore had no contractual grounds to enforce its provisions until that time.

Reversed. We do not retain jurisdiction.

/s/ Martin M. Doctoroff /s/ Peter D. O'Connell

# EXHIBIT 8

December 27, 2017

Stephen J. Markman. Chief Justice

155784 & (47)(48)

Brian K. Zahra Bridget M. McCormack David F. Viviano Richard H. Bernstein Kurtis T. Wilder Elizabeth T. Clement,

Justices

MATTHEW DYE, by his Guardian, SIPORIN & ASSOCIATES, INC., Plaintiff-Appellee/ Cross-Appellant,

> SC: 155784 COA: 330308

Washtenaw CC: 14-000516-NF

V

ESURANCE PROPERTY & CASUALTY INSURANCE COMPANY,

> Defendant/Cross-Plaintiff/ Appellant/Cross-Appellee,

and

GEICO INDEMNITY COMPANY,

Defendant/Cross-Defendant/ Appellee/Cross-Appellant,

and

PRIORITY HEALTH and BLUE CROSS BLUE SHIELD OF MICHIGAN, Defendants-Appellees.

On order of the Court, the application for leave to appeal the April 4, 2017 judgment of the Court of Appeals and the applications for leave to appeal as crossappellant are considered. The plaintiff's application for leave to appeal as cross-appellant is GRANTED in part, limited to the issue whether an owner or registrant of a motor vehicle involved in an accident may be entitled to personal protection insurance benefits for accidental bodily injury where no owner or registrant of the motor vehicle maintains security for payment of benefits under personal protection insurance. 500.3101(1); MCL 500.3113(b); Barnes v Farmers Ins Exch, 308 Mich App 1 (2014). The time allowed for oral argument shall be 20 minutes for each side. MCR 7.314(B)(1). The application for leave to appeal and GEICO Indemnity Company's application for leave to appeal as cross-appellant are DENIED, because we are not persuaded that the questions presented should be reviewed by this Court.



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.

December 27, 2017

#### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER. d/b/a SPRECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS: SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP: MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers)

Case No. 17-07407-NF Hon. Dennis B. Leiber

Plaintiffs,

vs

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY; and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants.

THOMAS S. BAKER (P55589) MILLER JOHNSON Attorney for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306

(616) 831-1720

LOUIS A. STEFANIC (P63033) HEWSON & VAN HELLEMONT, P.C. Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200; (248) 968-5270 fax lstefanic@vanhewpc.com

**MONICA HOEFT ROSSI (P61916)** CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM, PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292; (248) 686-3360 fax mrossi@rossilawpllc.com

{DocNo. 01962172 }1

# <u>DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S</u> <u>MOTION FOR SUMMARY DISPOSITION</u>

Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, by and through its counsel, Hewson & Van Hellemont, P.C., moves this Honorable Court, pursuant to MCR 2.116(C)(7), (C)(8) and (C)(10), for the entry of an order dismissing the instant cause of action with prejudice as to Defendant State Farm Mutual Automobile Insurance Company. In further support of this Motion, Defendant State Farm Mutual Automobile Insurance Company states as follows:

- 1. Plaintiffs Mecosta County Medical Center d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group ("Plaintiffs") filed this action against State Farm asserting a claim for personal injury protection benefits under the no-fault act. Specifically, Plaintiffs seek to recover the cost of medical services that it provided to Jacob Myers to treat injuries that he allegedly suffered in an automobile accident that occurred on August 15, 2016.
  - 2. Plaintiffs have asserted that they are assignees of Mr. Myers.
- 3. Notably, State Farm had never issued a policy of no-fault insurance to Mr. Myers. Instead, Plaintiffs have asserted that State Farm is responsible for coverage in this matter on the theory that Mr. Myers was a resident relative of State Farm insured Michael Gray and that Mr. Myers qualified for benefits through operation of MCL 500.3114.
- 4. Pursuant to Michigan law, it is well-recognized that an assignee stands in the position of the assignor, possessing the same rights and being subject to the same defenses. See Burkhardt v Bailey, 260 Mich App 636, 653; 680 NW2d 453 (2004); Professional Rehab

Associates v State Farm Mut Auto Ins Co, 228 Mich App 167, 177; 577 NW2d 909 (1998); First of America Bank v Thompson, 217 Mich App 581; 552 NW2d 516 (1996).

- 5. In addition to the present lawsuit brought by Plaintiffs, Mr. Myers had filed suit against State Farm in Wayne County Circuit Court, having Case No. 17-012213-NF. Mr. Myers had also filed suit in that action against Co-Defendant Metropolitan Group Property and Casualty Insurance Company and Michigan Automobile Insurance Placement Facility. Upon information and belief, this action is still presently ongoing.
- 6. In the Wayne County Circuit Court action, State Farm had filed a motion for summary disposition arguing that Mr. Myers was not a resident relative of Mr. Gray. Indeed, Mr. Myers provided straightforward testimony in his deposition that he was not residing with Mr. Gray, had never done so, and in fact was only "familiar" with the name. For this Court's review and for a greater discussion of the facts of Mr. Myers' residence, this Defendant is attaching a complete copy of its motion for summary disposition to this motion as **Exhibit 1**.
- 7. Judge Muriel Hughes, presiding over the Wayne County Circuit Court action, agreed with Defendant State Farm's motion and granted a dismissal with prejudice on June 21, 2018. A copy of the order is attached as **Exhibit 2**.
- 8. Plaintiff's complaint sought only payment of no-fault benefits against Defendant based on a theory that Mr. Myers had assigned his ability to recover no-fault benefits. **Exhibit 3.**
- 9. An involuntary dismissal is an adjudication on the merits. Washington v Sinai Hosp of Greater Detroit, 478 Mich 412, 419; 733 NW2d 755 (2007); Dawoud v State Farm Mut Auto Ins Co, 317 Mich App 517, 524; 895 NW2d 188 (2016). See also MCR 2.504(B)(3) ("Unless the court otherwise specifies in its order for dismissal, a dismissal under this subrule or a dismissal

not provided for in this rule, other than a dismissal for lack of jurisdiction or for failure to join a party under MCR 2.205, operates as an adjudication on the merits.").

- 10. Pursuant to MCR 2.116(C)(7), summary disposition is appropriate based on a prior judgment, res judicata, and collateral estoppel. A motion under MCR 2.116(C)(8) tests the legal sufficiency of a claim and should be granted if the opposing party has failed to state a claim on which relief can be granted. MCR 2.116(C)(10) provides that summary disposition is appropriate where there is no genuine issue of material fact, and the moving party is entitled to judgment or partial judgment as a matter of law.
- 11. Pursuant to the order entered by the Wayne County Circuit Court, Plaintiffs' cause of action in this matter is barred by the doctrines of res judicata and collateral estoppel, and summary disposition is appropriate.
- 12. In the alternative, in the event that this Honorable Court does not find that the doctrines of res judicata and collateral estoppel bar Plaintiffs' claims and merit summary disposition of those claims, Defendant State Farm is still entitled to summary disposition pursuant due to the unequivocal facts that Mr. Myers has no avenue to recover no-fault benefits from Defendant State Farm in this matter.

WHEREFORE, Defendant respectfully requests that this Honorable Court enter an Order granting this Motion in its entirety and dismissing Plaintiffs' case in its entirety with prejudice pursuant to MCR 2.116 (C)(7), (C)(8), and/or (C)(10).

Respectfully submitted,

ghun agtur

LOUIS A. STEFANIC (P63033)

Hewson & Van Hellemont, P.C. Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650 Oak Park, MI 48237 (248) 968-5200; 968-5270 fax lstefanic@vanhewpc.com

Dated: September 6, 2018

#### STATE OF MICHIGAN

#### IN THE KENT COUNTY CIRCUIT COURT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPRECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers)

Case No. 17-07407-NF Hon. Dennis B. Leiber

Plaintiffs,

VS

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY; and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants.

THOMAS S. BAKER (P55589) MILLER JOHNSON Attorney for Plaintiffs 45 Ottawa S.W., Suite 1100 P.O. Box 306 Grand Rapids, MI 49501-0306 (616) 831-1720 LOUIS A. STEFANIC (P63033)
HEWSON & VAN HELLEMONT, P.C.
Attorney for Defendant State Farm
25900 Greenfield Road, Suite 650
Oak Park, MI 48237
(248) 968-5200; (248) 968-5270 fax
<a href="mailto:listefanic@vanhewpc.com">lstefanic@vanhewpc.com</a>

MONICA HOEFT ROSSI (P61916) CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM, PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, MI 48304 (248) 593-9292; (248) 686-3360 fax mrossi@rossilawpllc.com

{DocNo. 01962172 }6

# <u>DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S</u> <u>BRIEF IN SUPPORT OF MOTION FOR SUMMARY DISPOSITION</u>

#### I. INTRODUCTION

This is a no-fault case filed by Plaintiffs Mecosta County Medical Center d/b/a Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners d/b/a Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group ("Plaintiffs") against Defendant State Farm Insurance Automobile Insurance Company ("State Farm"). Plaintiffs seek to recover the cost of certain medical services that it rendered to Jacob Myers for injuries that he allegedly suffered in an automobile accident on August 15, 2016.

However, Mr. Myers had his own circuit court action, which was dismissed with prejudice by the Wayne County Circuit Court. Accordingly, Plaintiffs' cause of action is barred by the doctrines of res judicata and collateral estoppel, and summary disposition in favor of Defendant is warranted. In the alternative, the facts supporting summary disposition in the Wayne County Circuit Court action also merit an order of summary disposition in this case

#### II. FACTS

#### A. Jacob Myers' Purported Accident

This matter arises out of a purported automobile collision that occurred on August 15, 2016. On that date, Jacob Myers was involved in a rollover auto accident on 18 Mile Road near 20<sup>th</sup> Avenue in Mecosta County when he swerved to avoid an orange traffic cone and then hit a tree stump or rock.

In Plaintiffs' Complaint, Plaintiffs asserted a No-Fault PIP claim against State Farm, citing policy number 22-985-997. See Exhibit 3. The named insured on this Policy is Mr.

{DocNo. 01962172 }7

Michael Gray, who resided at 1309 Woodin Road, Weidman, Michigan 48893-9632. See the Declarations Page at Exhibit 4.

According to Mr. Myers' own testimony, he has never resided with, nor is he related to, State Farm insured, Michael Gray. No other applicable State Farm insurance policies have been identified. See Mr. Myers' deposition transcript attached as **Exhibit 5**. Indeed, correspondence between State Farm and Mr. Myers was sent to 1260 Sunview Drive, Apartment 5, St. John's, Michigan, 48879. Moreover, Mr. Myers testified that in the weeks and months surrounding the subject motor vehicle accident, he had resided at 1260 Sunview until he moved in with his parents at 11328 West Vernon Road, Lake, Michigan. Mr. Myers provided his past residences, none of which included Mr. Gray's home in Weidman, Michigan, or any other home in which he would have resided with Mr. Gray. See **Exhibit 5**.

When asked if he knew who Mr. Michael Gray was, he stated he was only "familiar" with the name. Exhibit 5 at p. 81. When asked if he knew who Mr. Michael Gray was, Mr. Myers stated he was only "familiar" with the name. Exhibit 5 at p. 137.

#### B. Procedural History

Plaintiffs in this matter have asserted that they are assignees of Jacob Myers and entitled to damages for no-fault benefits as assignees. Importantly, State Farm had never issued a policy of no-fault insurance to Mr. Myers. Instead, Plaintiffs, as assignees of Mr. Myers, have asserted that State Farm is responsible for coverage in this matter on the theory that Mr. Myers was a resident relative of State Farm insured Michael Gray and that Mr. Myers qualified for benefits through operation of MCL 500.3114(1).

Notably, Mr. Myers had filed suit against State Farm in Wayne County Circuit Court, that

(DocNo. 01962172)8

<sup>&</sup>lt;sup>1</sup> This Honorable Court previously denied Defendant State Farm's motion for summary disposition premised on the *Covenant* decision in part by relying upon Plaintiffs' claim of being assignees of Mr. Myers.

being Case No. 17-012213-NF, pending before the Honorable Muriel Hughes.<sup>2</sup> Mr. Myers had also filed suit in that action against Co-Defendant Metropolitan Group Property and Casualty Insurance Company and Michigan Automobile Insurance Placement Facility. Upon information and belief, this action is still presently ongoing, but only Michigan Automobile Insurance Placement Facility remains as a named defendant in that action.<sup>3</sup>

In the Wayne County Circuit Court action, State Farm had filed a motion for summary disposition arguing that Mr. Myers was not a resident relative of Mr. Gray. Indeed, Mr. Myers provided straightforward testimony in his deposition in that action that he was not residing with Mr. Gray, had never done so, and in fact was only "familiar" with the name. For this Court's review and for a greater discussion of the facts of Mr. Myers' residence, this Defendant is attaching a complete copy of its motion for summary disposition to this motion as **Exhibit 1**.

In considering the motion, Judge Hughes agreed with Defendant State Farm's position and granted a dismissal with prejudice on June 21, 2018. A copy of the order is attached as **Exhibit 2**.

#### III. STANDARD OF REVIEW

MCR 2.116(C)(7) provides for summary disposition based on, *inter alia*, "release," "payment," or "prior judgment" Summary disposition under MCR 2.116(C)(7) is also proper where a civil action is barred under the doctrine of res judicata. *Washington v Sinai Hosp of Greater Detroit*, 478 Mich 412, 418; 733 NW2d 755, 759 (2007).

<sup>&</sup>lt;sup>2</sup> Defense counsel would note that it was not acting as defense counsel in the Wayne County Circuit Court case. Upon information and belief, counsel in that action could not be named as counsel in this action due to a conflict.

<sup>&</sup>lt;sup>3</sup> For reasons that escape this defense counsel, Plaintiffs neglected to name the Michigan Automobile Placement Facility as defendant in this matter, although they had the opportunity to do so.

A motion under MCR 2.116(C)(8) tests the legal sufficiency of a claim and should be granted if the opposing party has failed to state a claim on which relief can be granted. *Gorman v American Honda Motor Co, Inc*, 302 Mich App 113, 131; 839 NW2d 223 (2013). All well-pleaded factual allegations are accepted as true and construed in a light most favorable to the nonmovant. *Maiden v Rozwood*, 461 Mich 109, 119; 597 NW2d 817 (1999). However, conclusory statements unsupported by factual allegations are insufficient to state a cause of action. *Churella v Pioneer State Mut Ins Co*, 258 Mich App 260; 272, 671 NW2d 125 (2003). A motion under MCR 2.116(C)(8) should be granted when the claim is so clearly unenforceable as a matter of law that no factual development could possibly justify recovery. *Lakin v Rund*, 318 Mich App 127, 130-131; 896 NW2d 76 (2016).

The standard for deciding a motion under MCR 2.116(C)(10) is well-established. A motion under this rule is designed to test the factual support for the claim in question. *Patrich v Muscat*, 84 Mich App 724, 730 (1978). In ruling on such a motion, a court is to look at the pleadings, depositions, affidavits, admissions, and other documentary evidence available to the court. *Clark v UniRoyal Corp*, 119 Mich App 810 (1982). Michigan appellate courts have repeatedly held firm that trial courts should give the benefit of any reasonable doubt to the party opposing the motion. *See, e.g., Durant v Stahlin*, 375 Mich 628 (1965); *Morganroth v Whitall*, 161 Mich App 785 (1987); *Jubenville v West End Cartage, Inc*, 163 Mich App 196, 199 (1987); and *Tillman v Detroit Receiving Hospital*, 138 Mich App 683 (1984).

#### IV. LAW AND ARGUMENT

A. Mr. Myers and Provider Plaintiffs are Privies and Therefore, This Cause of Action is Barred under the Doctrine of Collateral Estoppel and Res Judicata

Privity between a party and a non-party requires both an identity of interests and a relationship in which the interests of the non-party are presented and protected by the party in the

{DocNo. 01962172 }10

litigation. Peterson Novelties, Inc v City of Berkley, 259 Mich App 1, 12; 672 NW2d 351 (2003); see also Sloan v Madison Heights, 425 Mich 288, 295–296; 389 NW2d 418 (1986) (privity is found where there is "mutual or successive relationships to the same right of property, or such an identification of interest of one person with another as to represent the same legal right"). "A privy includes one who, after rendition of the judgment, has acquired an interest in the subject matter affected by the judgment through one of the parties, as by inheritance, succession or purchase." Peterson Novelties, Inc., supra, at 13.

In this matter, Plaintiffs seeks benefits for services allegedly rendered to Mr. Myers as an assignee of same. "An assignee stands in the position of the assignor, possessing the same rights and being subject to the same defenses." *Burkhardt v Bailey*, 260 Mich App 636, 653; 680 NW2d 453 (2004). "An assignee stands in the shoes of the assignor and acquires the same rights as the assignor possesses." *Professional Rehab Associates v State Farm Mut Auto Ins Co*, 228 Mich App 167, 177; 577 NW2d 909 (1998). In *First of America Bank v Thompson*, 217 Mich App 581; 552 NW2d 516 (1996), the Court of Appeals noted that plaintiff, an assignee, was subject to the same defenses in the parent suit, including the statute of limitations, just as the seller would have been.

Moreover, in *Bahri v IDS Property Cas. Ins. Co.*, 308 Mich App 420; 864 NW2d 609 (2014), the Michigan Court of Appeals noted that "because intervening plaintiffs stood in the shoes of the named insured, if plaintiff cannot recover benefits, neither can intervening plaintiffs." In *Bahri*, evidence established that plaintiff committed fraud regarding her replacement service statements. *Id.* at 426. The Court concluded that "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.*" This was also stated in the Court of Appeals holding in *TBCI*, *P.C. v State* 

Farm Mutual Automobile Ins. Co, 289 Mich App 39; 795 NW2d 229 (2010), when the Court stated, "Plaintiff (a medical provider), by seeking coverage under the policy, is now essentially standing in the shoes of Afful."

Consequently, Plaintiffs stand in the shoes of Mr. Myers and only possess the same rights that Mr. Myers would have. Because Wayne County Circuit Court has dismissed with prejudice Mr. Myers' claim for no-fault benefits against Defendant, the Plaintiffs in this matter, as privies to Mr. Myers, are likewise ineligible.

#### B. Plaintiffs' Claim is Barred by Res Judicata.

Res judicata applies broadly in Michigan to bar subsequent actions between the same parties concerning issues that actually were, or reasonably should have been, addressed and decided in a prior action. *Pierson Sand and Gravel, Inc v Keeler Brass Co*, 460 Mich 372, 380; 596 NW2d 153 (1999). Our appellate courts have observed that the doctrine of res judicata is intended to serve three purposes: (1) "to relieve parties of the cost and vexation of multiple lawsuits;" (2) "to conserve judicial resources;" and to (3) "encourage reliance on adjudication." *Richards v Tibaldi*, 272 Mich App 522, 530; 726 NW2d 770 (2006). "The doctrine bars a second, subsequent action when (1) the prior action was decided on the merits, (2) both actions involve the same parties or their privies, and (3) the matter in the second case was, or could have been, resolved in the first." *Washington v Sinai Hosp of Greater Detroit*, 478 Mich 412, 418; 733 NW2d 755 (2007).

An involuntary dismissal is an adjudication on the merits. Washington v Sinai Hosp of Greater Detroit, 478 Mich 412, 419; 733 NW2d 755 (2007); Dawoud v State Farm Mut Auto Ins Co, 317 Mich App 517, 524; 895 NW2d 188 (2016). For purposes of res judicata, a "decision on the merits" does not necessarily require a factual finding or judgment. Instead, dismissal of a lawsuit with prejudice is considered an "adjudication on the merits" for res judicata purposes.

{DocNo. 01962172 }12

Wilson v Knight-Ridder Newspapers Inc, 190 Mich App 277, 279; 475 NW2d 388 (1991). SS Aircraft Co v Piper Aircraft Corp, 159 Mich App 389, 393; 406 NW2d 304 (1987).

Indeed, the Michigan Court Rules provide direction on the effect of involuntary dismissals. MCR 2.504(B)(3) states that "unless the court otherwise specifies in its order for dismissal, a dismissal under this subrule or a dismissal not provided for in this rule, other than a dismissal for lack of jurisdiction or for failure to join a party under MCR 2.205, operates as an adjudication on the merits."

Res judicata will apply where the second action involves the same parties or their privies. Washington, supra. For purposes of res judicata, the parties to the second action only need be substantially identical to the parties in the first action, as "the rule applies to both parties and their privies." Peterson Novelties, Inc v City of Berkley, 259 Mich App 1, 12; 672 NW2d 351 (2003). Privity between a party and a non-party requires both an identity of interests and a relationship in which the interests of the non-party are presented and protected by the party in the litigation. Id. at 12; see also Sloan v Madison Heights, 425 Mich 288, 295–296; 389 NW2d 418 (1986) (privity is found where there is "mutual or successive relationships to the same right of property, or such an identification of interest of one person with another as to represent the same legal right"). "A privy includes one who, after rendition of the judgment, has acquired an interest in the subject matter affected by the judgment through one of the parties, as by inheritance, succession or purchase." Peterson Novelties, Inc, supra, at 13.

Likewise, because Plaintiffs here are seeking no-fault benefits for the services rendered to Mr. Myers by way of an assignment, there is no question that Plaintiffs are privies of Mr. Myers and that, therefore, the preclusory effects of the prior litigation will otherwise bind Plaintiffs under the doctrine of res judicata. As outlined in detail above, pursuant to both the case law regarding

assignments and prior case law finding that medical providers stand in the shoes of the alleged injured party, Mr. Myers and Plaintiffs are privies. *Professional Rehab Associates v State Farm Mut Auto Ins Co*, 228 Mich App 167, 177; 577 NW2d 909 (1998); *TBCI*, *P.C. v State Farm Mutual Automobile Ins. Co*, 289 Mich App 39; 795 NW2d 229 (2010).

Michigan courts broadly apply the doctrine of res judicata to bar not only claims already litigated, but every claim arising from the same transaction that the parties, exercising reasonable diligence, could have raised, but did not. *Gose v Monroe Auto Equipment Co*, 409 Mich 147, 160–163; 294 NW2d 165 (1980); *Sprague v Buhagiar*, 213 Mich App 310, 313; 539 NW2d 587 (1995). If, with due diligence, the plaintiff could have brought the claim in the previous case, then res judicata will apply. *Estes v Titus*, 481 Mich 573, 585; 751 NW2d 493 (2008).

Here, the elements of res judicata have been met. The Wayne County Circuit Court has already dismissed Mr. Myers' case against Defendant State Farm on the merits, disposing of every allegation in his complaint against State Farm. See **Exhibit 2**. There is no question that Mr. Myers and Plaintiffs in this matter are considered privies, as they assert the same claim for no-fault benefits against Defendant State Farm. Indeed, Plaintiffs stands in the shoes of Mr. Myers, and its substantive rights are no greater than Mr. Myers' rights. As such, the Plaintiffs are likewise ineligible for no-fault benefits against Defendant State Farm. Accordingly, summary disposition in favor of Defendant is appropriate.

# C. The Doctrine of Collateral Estoppel Bars Plaintiff from Relitigating the Question of Mr. Myers' Entitlement to PIP Coverage in Light of the Wayne Circuit Court's Prior Decision

Collateral estoppel precludes relitigation of an issue in a subsequent, different case between the same parties or their privies if the prior action resulted in a valid final judgment and the issue was actually and necessarily determined in the prior matter. *Ditmore v Michalik*, 244

{DocNo. 01962172 }14

Mich App 569, 577; 625 NW2d 462 (2001); *Horn v Dep't of Corrections*, 216 Mich App 58, 62; 548 NW2d 660 (1996). Collateral estoppel requires that "(1) a question of fact essential to the judgment was actually litigated and determined by a valid and final judgment, (2) the same parties had a full and fair opportunity to litigate the issue, and (3) there was mutuality of estoppel." *Estes v Titus*, 481 Mich 573, 585; 751 NW2d 493 (2008). However, mutuality of estoppel is not required where the doctrine is used defensively. *Monat v State Farm Ins Co*, 469 Mich. 679, 691–692; 677 NW2d 843 (2004).<sup>4</sup>

## 1. <u>The Issue was Litigated and Determined by a</u> Valid and Final Judgment

For collateral estoppel to apply, the ultimate issue in the second case must be the same as that in the first proceeding. City of Detroit v Qualls, 434 Mich 340, 357; 454 NW2d 374 (1990). "The issues must be identical, and not merely similar, and the ultimate issues must have been both actually and necessarily litigated. To be necessarily determined in the first action, the issue must have been essential to the resulting judgment; a finding upon which the judgment did not depend cannot support collateral estoppel." Bd of Co Rd Comm'rs for the Co of Eaton v Schultz, 205 Mich App 371, 376–377; 521 NW2d 847 (1994). In addition, the basis of the prior judgment must be "clearly, definitely, and unequivocally ascertained." Ditmore, supra, at 578.

There is no question that the issue in this matter is the same as the issue that was in the Wayne County Circuit Court. Both actions concerned Mr. Myers' eligibility for no-fault benefits

<sup>&</sup>lt;sup>4</sup> Mutuality of estoppel is present here. Lichon v American Universal Ins Co, 435 Mich 408, 427, 459 NW2d 288 (1990) ("[M]utuality of estoppel requires that in order for a party to estop an adversary from relitigating an issue that party must have been a party, or in privy to a party, in the previous action. In other words, '[t]he estoppel is mutual if the one taking advantage of the earlier adjudication would have been bound by it, had it gone against him.""), quoting Howell v Vito's Trucking & Excavating Co, 386 Mich 37, 43; 191 NW2d 313 (1971).

arising out of the same motor vehicle accident. The Circuit Court's Order dismissed Mr. Myers' claim on the merits.

# 2. <u>Plaintiffs' Privy, Jacob Myers, had a Full and Fair</u> <u>Opportunity to Litigate the Issue in the Prior Proceeding</u>

Plaintiffs here shared a substantial identity of interest with Mr. Myers in the Wayne County Circuit Court action because their rights to recover no-fault benefits from Defendant State Farm are directly dependent upon establishing that Mr. Myers is entitled to be paid no-fault benefits. The plaintiff in the prior case, Mr. Myers, had every motivation to act in the best interests of Plaintiffs in this instant action.

Here, the sole claim of the Plaintiffs is for no-fault benefits associated with charges allegedly incurred by Mr. Myers and assigned to them. The case law is clear that assignees stand in the shoes of the assignor. *Burkhardt v Bailey*, 260 Mich App 636, 653; 680 NW2d 453 (2004); *Professional Rehab Associates v State Farm Mut Auto Ins Co*, 228 Mich App 167, 177; 577 NW2d 909 (1998). As a matter of law, Plaintiffs are privies of Mr. Myers. Accordingly, Plaintiffs are precluded from relitigating the question of Mr. Myers' entitlement to benefits that was necessarily decided by way of the prior final judgment.

Based on the foregoing, there is no question of fact that Mr. Myers' ineligibility for no-fault benefits renders Plaintiffs ineligible to seek the same relief. Accordingly, Defendant respectfully requests that this Honorable Court dismiss the instant matter with prejudice.

# D. In the Alternative, Plaintiffs' Action Against Defendant State Farm Should Be Dismissed Due to the Fact that there is No Coverage Available for Plaintiffs' Claims.

MCL 500.3114(1) provides a person may claim no-fault benefits under a resident-relative's insurance policy. It provides, in relevant part (emphasis added):

(1) Except as provided in subsections (2), (3), and (5), a personal protection insurance policy described in section 3101(1) applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household, if the injury arises from a motor vehicle accident. . . .

Pursuant to section MCL 500.3114 of the No-Fault Act, there are particular circumstances in which a specific insurance source is liable to provide no-fault insurance benefits. See, generally, MCL 500.3114. See also *Belcher v Aetna Cas & Surety Co*, 409 Mich 231, 252; 293 NW2d 594 (1980). The statute reads, in pertinent part, that "a personal protection insurance policy . . . applies to accident bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household." MCL 500.3114(1). For Plaintiff in this case to recover PIP benefits from State Farm, the Khalid's must be "domiciled" in the same household as Youssef Khalid, Sr.

Under Michigan law, domicile has been defined as "the place where a person has his home, with no present intention of removing, and to which he intends to return after going elsewhere for a longer or shorter time." *Dairyland Ins Co v Auto Owners Ins Co*, 123 Mich App 675, 680; 333 NW2d 322, quoting *Hartzler v Radeka*, 265 Mich 451, 452; 251 NW 554 (1933). While determining an individual's domicile is generally a question of fact, it may be a question of law for the court to decide if the underlying material facts are not in dispute. *Grange Ins Co of Mich v Lawrence*, 494 Mich 475, 490; 835 NW2d 363 (2013).

Further, the Court later stated in *Grange Ins Co of Mich v Lawrence*, 494 Mich 475, 500-501; 835 NW2d 363 (2013) that:

For purposes of distinguishing "domicile" from "residence," this Court has explained that "domicile is acquired by the combination of residence and the intention to reside in a given place .... If the intention of permanently residing in a place exists, a residence in pursuance of that intention, however short, will establish a domicile." The traditional common-law inquiry into a person's

{DocNo. 01962172 }17

"domicile," then, is generally a question of intent, but also considers all the facts and circumstances taken together.

Grange at 494-495.

As discussed at greater length above, Mr. Myers admitted during his deposition that he did not reside with State Farm insured Michael Gray and is not related to him. See Exhibit 5. In fact, it appears by all accounts that they lived at different addresses and have not lived together. There is simply no facts in this matter that would support no-fault coverage to Plaintiffs pursuant to a State Farm policy.

#### V. CONCLUSION

WHEREFORE, Defendant respectfully requests that this Honorable Court enter an Order granting this Motion in its entirety and dismissing Plaintiffs' case in its entirety with prejudice pursuant to MCR 2.116 (C)(7), (C)(8), and/or (C)(10).

Respectfully submitted,

Show agtur

LOUIS A. STEFANIC (P63033)

Hewson & Van Hellemont, P.C. Attorney for Defendant State Farm 25900 Greenfield Road, Suite 650

Oak Park, MI 48237

(248) 968-5200; 968-5270 fax

lstefanic@vanhewpc.com

Dated: September 6, 2018

#### PROOF OF SERVICE

_	that the foregoing instrument was served upon all to each of the attorneys of record at their respective 2018
☐ U.S. Mail	☐ Fax
☐ Hand Delivered	Overnight Carrier
Certified Mail	Other Odyssey Efile and Serve

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition RECEIVED by MSC 3/11/2021 4:44:55 PM EXHIBRT 1 EXHIBIT 1

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JACOB CARL MYERS,

Case No.: 17-012213-NF
Hon. Muriel D. Hughes

Plaintiff,

vs.

METROPOLITAN GROUP PROPERTY AND
CASUALTY INSURANCE COMPANY, STATE
FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY AND MICHIGAN AUTOMOBILE
INSURANCE PLACEMENT FACILITY,

Defendants.

Gerald R. Skupin (P46110) SKUPIN & LUCAS, P.C. Attorneys for Plaintiff 155 West Congress, Suite 350 Detroit, Michigan 48226 (313) 961-0425 Telephone (313) 961-1033 Facsimile jskupin@skupinlucas.com

Monica Hoeft Rossi (P61916) THE ROSSI LAW FIRM PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Telephone (248) 686-3360 Facsimile mrossi@rossilawpllc.com

Timothy A. Holland (P66218) Anisa Allen (P75731) HACKNEY GROVER, PLC Attorneys for Defendant State Farm 3514 Rivertown Point Court SW Grandville, Michigan 49418 (616) 257-3900 Fax: (616) 257-8555 anisa@hackneygrover.com

Mark L. Nawrocki (P69017) ANSELMI, MIERZEJEWSKI, RUTH & SOWLE, P.C. Attorneys for Defendant MAIPF 1750 South Telegraph Road, Suite 306 Bloomfield Hills, Michigan 48302 (248) 338-2290 Fax: (248) 338-4451 mnawrocki@a-mlaw.com

Hackney Grover

#### DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S MOTION FOR SUMMARY DISPOSITION

NOW COMES Defendant, State Farm Mutual Automobile Insurance Company

("State Farm"), by and through its attorneys, Hackney Grover, and for its Motion for

- State Farm's September 6, 2018 Motion for Summary Disposition

  Exhibit 1: Myers v MetLife State Farm's April 12, 2018 Motion for Summary Disposition

  Summary Disposition made pursuant to MCR 2.116(C)(8) and MCR 2.116(C)(10), states
  as follows:

  1. Plaintiff filed the instant matter seeking first-party benefits in regards to
  alleged injuries he sustained in an August 15, 2016 motor vehicle accident. Exhibit 1 –

  Summons and Complaint.
  2. In Count VIII of Plaintiff's Complaint, he asserted a No-Fault PIP claim
  against State Farm. Exhibit 1 Summons and Complaint.
  3. The named insured on this Policy is Mr. Michael Gray, who resided at 1309
  Woodin Road, Weidman, Michigan 48893-9632. Exhibit 2 Declaration Page.

  - However, Plaintiff's claims for PIP benefits against State Farm must be 4. dismissed with prejudice because, according to Plaintiff's own testimony, he has never resided with, nor is he related to, State Farm insured, Michael Gray. No other applicable State Farm insurance policies have been identified. Exhibit 3 – Plaintiff's Deposition Transcript.
  - Indeed, correspondence between State Farm and Plaintiff Myers was sent 5. to 1260 Sunview Drive, Apartment 5, St. John's, Michigan, 48879.
  - Moreover, Plaintiff testified that in the weeks and months surrounding the 6. subject motor vehicle accident, he had resided at 1260 Sunview until he moved in with his parents at 11328 West Vernon Road, Lake, Michigan. Exhibit 3 - Plaintiff's Deposition Transcript.
  - Plaintiff provided his past residences, none of which included Mr. Gray's 7. home in Weidman, Michigan, or any other home in which he would have resided with Mr. Gray. Exhibit 3 – Plaintiff's Deposition Transcript.

12	Q	Have you ever lived with Beth McClain or Michael Gray?
13	A	No.
14	Q	No.  And as far as you know, you are not related by blood or marriage to Beth McClain or Michael Gray?  Correct.
15		marriage to Beth McClain or Michael Gray?
16	A	Correct.

#### Exhibit 3 – Plaintiff's Deposition Transcript, p 137 lines 12-16.

- MCL 500.3114 governs priority in the context of payment for No-Fault 11. benefits.
  - MCL 500.3114(1) provides in part that: 12.
    - Except as provided in subsections (2), (3), and (5), a personal protection insurance policy described in section 3101(1) applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household, if the injury arises from a motor vehicle accident...[Emphasis Added].
  - MCL 500.3114(4) states further: 13.
    - (4) Except as provided in subsections (1) to (3), a person suffering accidental bodily injury arising from a motor vehicle accident while an occupant of a motor vehicle shall claim personal protection insurance benefits from insurers in the following order of priority:

- State Farm's September 6, 2018 Motion for Summary Disposition

  Exhibit 1: Myers v MetLife State Farm's April 12, 2018 Motion for Summary Disposition

  (a) The insurer of the owner or registrant of the vehicle occupied.

  (b) The insurer of the operator of the vehicle occupied

  14. If no insurer is applicable to the priority scheme outlined in MCL 500.3114,

  MCL 500.3172 outlines four (4) scenarios in which a claimant is entitled to benefits through the Michigan Assigned Claims Plan, which are discussed in greater detail in the accompanying brief.

  15. In Workman v DAIIE, 404 Mich 477, 493; 274 N W2d 373 (1979) and Grange Ins Co of Mich v Lawrence, 494 Mich 475, 500-501; 835 NW2d 363 (2013), the
  - Michigan Supreme Court held that the subjective intent of the injured party to permanently/indefinitely remain at a residence along with all the facts and circumstances surrounding the living arrangement are relevant in determining the injured party's domicile.
    - As stated above, Plaintiff admitted that he never lived with Mr. Gray. 16.
  - For the reasons stated above, there is no genuine issue of material fact that 17. Plaintiff did not reside with State Farm insured, Michael Gray, when the accident occurred, nor is he related to Mr. Gray. His claim for PIP benefits against State Farm should be dismissed with prejudice because State Farm is not in the line of priority outlined by MCL 500.3114.

WHEREFORE Defendant, State Farm Mutual Automobile Insurance Company respectfully requests that this Honorable Court grant its Motion for Summary Disposition pursuant to MCR 2.116(C)(8) and MCR 2.116(C)(10) and dismiss Plaintiff's Claims against State Farm with prejudice, as well as any other relief this Court finds equitable and just.

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Respectfully Submitted, HACKNEY GROVER Attorneys for Defendant Dated: April 12, 2018 By: /MANISO Allen Timothy A. Holland (P66218) Anisa Allen (P75731) 3514 Rivertown Point Court Grandville, MI 49418 \*\*\* BRIEF IN SUPPORT OF DEFENDANT STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S MOTION FOR SUMMARY DISPOSITION INTRODUCTION

Plaintiff filed the instant matter seeking first-party benefits in regards to alleged injuries he sustained in an August 15, 2016 motor vehicle accident. More specifically, Plaintiff claimed he was entitled to PIP benefits from State Farm under Michael Gray's State Farm insurance policy.

#### STANDARD

MCR 2.116(C)(8) directs a trial court to enter summary disposition against a plaintiff who "has failed to state a claim on which relief can be granted." A motion under this rule "is well taken if it is clear from the pleadings alone that the claim does not state a legal basis for recovery." Wilson v Acacia Park Cemetery Assoc, 162 Mich App 638, 642 (1987). When confronted with a motion under MCR 2.116(C)(8), a court must accept all of the factual allegations supporting the claim as true. See ETT Ambulance Service Corp v Rockford Ambulance, Inc, 204 Mich 392, 395 (1994). That presumption of truth, however, does not extend to conclusory statements. "[T]he mere statement of a pleader's conclusions, unsupported by allegations of fact, will not suffice to state a cause of action." Id.

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

The standard of review regarding a Motion for Summary Disposition based on

MCR 2.116(C)(10) is well-settled. A motion brought under this subrule tests whether there
is factual support for Plaintiff's claim. Dzierwa v Michigan Oil Co, 152 Mich App 281;

393 NW2d 610 (1986). Summary disposition is properly granted where there is no
genuine issue of material fact, and thus, the movant is entitled to a judgment as a matter

of law. Goldman v Loubella Extendables, 91 Mich App 212; 283 NW2d 695 (1979).

When summary disposition is claimed for lack of factual merit, a trial can be
avoided if the record presented at the hearing shows that:

1. All facts essential to the rendition of the judgment on
the claim or defense are not disputed by the parties; or

- the claim or defense are not disputed by the parties; or
- Any essential element of proof that the claim or defense cannot be 2. supplied. [Continental Casualty Co v Enco Associates, Inc, 66 Mich App 86; 238 NW2d 198 (1976).]

Where facts are either admitted or undisputed, the trial court can properly apply the law to these facts and grant summary relief where appropriate. Duncan v Michigan Mutual Liability Co, 67 Mich App 386; 241 NW2d 218 (1976).

Most importantly, when summary disposition is sought under MCR 2.116(C)(10) the trial court is to look beyond the pleadings to see whether a question of fact exists. Specifically, the court must look to the pleadings, affidavits, depositions, admissions and any other documentary evidence available to it in the light most favorable to the nonmovant. Dzierwa, supra. Ultimately, the court must be satisfied that the non-movant's claim cannot be supported at trial and the situation justifies a directed verdict insofar as the facts are concerned. Szidiak v Podsiedlo, 109 Mich App 446; 322 NW2d 386 (1981).A party opposing summary disposition must propound admissible evidence to establish the existence of a disputed material fact. Pauley v Hall, 124 Mich App 255; 335 NW2d 197 (1983).

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

LAW

MCL 500.3114(1) states in part:

(1) Except as provided in subsections (2), (3), and (5), a personal protection insurance policy described in section 3101(1) applies to accidental bodily injury to the person named in the policy, the person's spouse, and a relative of either domiciled in the same household, if the injury arises from a motor vehicle accident...[Emphasis added]

MCL 500.3114(1) states further:

(4) Except as provided in subsections (1) to (3), a person suffering accidental bodily injury arising from a motor vehicle accident while an occupant of a motor vehicle shall claim personal protection insurance benefits from insurers in the following order of priority:

- - (a) The insurer of the owner or registrant of the vehicle occupied.
  - (b) The insurer of the operator of the vehicle occupied.

If no insurer is applicable to the priority scheme outlined in MCL 500.3114, MCL 500.3172 outlines four (4) scenarios in which a claimant is entitled to benefits through the Michigan Assigned Claims Plan. MCL 500.3172(1) provides in part that:

> (1) A person entitled to claim because of accidental bodily injury arising out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle in this state may obtain personal protection insurance benefits through the assigned claims plan if no personal protection insurance is applicable to the injury, no personal protection insurance applicable to the injury can be identified, the personal protection insurance applicable to the injury cannot be ascertained because of a dispute between 2 or more automobile insurers concerning their obligation to provide coverage or the equitable distribution of the loss, or the only identifiable personal protection insurance applicable to the injury is, because of financial inability of 1 or more insurers to fulfill their obligations, inadequate to provide benefits up to the maximum prescribed...

Beyond the statutory language that outlines the No-Fault Act's priority scheme, the issue of domicile is central to this matter. In Workman v DAIIE, 404 Mich 477, 493; 274

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

N W2d 373 (1979), the Michigan Supreme Court set forth several non-exhaustive factors

to assist with the determination of a person's domicile for purposes of identifying a

resident relative. Workman, 404 Mich at 496. The Workman factors are:

(1)the subjective or declared intent of the person of remaining, either permanently or for an indefinite or unlimited length of time, in the place he contends is his "domicile" or "household"; (2) the formality or informality of the relationship between the person and the members of the household; (3) whether the place where the person lives is in the same house, within the same curtilage or upon the same premises; (4) the existence of another place of lodging by the person alleging "residence" or "domicile" in the household. [Id. at 496--497 (internal citations omitted).]

Further, the Court later stated in *Grange Ins Co of Mich v Lawrence*, 494 Mich 475, 500-501; 835 NW2d 363 (2013) that:

For purposes of distinguishing "domicile" from "residence," this Court has explained that "domicile is acquired by the combination of residence and the intention to reside in a given place. . . . If the intention of permanently residing in a place exists, a residence in pursuance of that intention, however short, will establish a domicile." The traditional common-law inquiry into a person's "domicile," then, is generally a question of intent, but also considers all the facts and circumstances taken together. *Grange* at 494-495.

#### ARGUMENT

Plaintiff's PIP claim must be dismissed with prejudice because he did not reside with State Farm insured, Michael Gray, when the accident occurred, nor is he related to Mr. Gray. Moreover, no other applicable State Farm insurance policies have been identified. The evidence supporting the fact that Plaintiff did not reside with, nor is he related to, Michael Gray is overwhelming. Indeed, at no time has Plaintiff alleged that he lived at Mr. Gray's residence, 1309 Woodin Road, Weidman, Michigan 48893-9632. At his deposition, he testified he has never lived with Mr. Gray, and at the time surrounding

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

the accident, he lived at 1260 Sunview Road, Apartment 5, St. John's, Michigan and at 11328 West Vernon Road, Lake, Michigan. See Exhibit 3.

Further, Plaintiff admitted, at his deposition, that he is not related by blood or marriage to Mr. Gray, or his daughter Ms. Beth McClain. See Exhibit 3, pages 82 and 137.

Simply put, by his own admission, Plaintiff is not related to Mr. Gray, nor has he ever resided with him. There is no evidence that supports Plaintiff's claim against State

Farm for No-Fault Benefits.

WHEREFORE Defendant, State Farm Mutual Automobile Insurance Company respectfully requests that this Honorable Court grant its Motion for Summary Disposition pursuant to MCR 2.116(C)(8) and MCR 2.116(C)(10) and dismiss Plaintiff's Claims against State Farm with prejudice, as well as any other relief this Court finds equitable and just.

Respectfully Submitted,

#### HACKNEY GROVER

Attorneys for Defendant

Dated: April 12, 2018

/s/Anisa Allen By:

Timothy A. Holland (P66218)

Anisa Allen (P75731)

3514 Rivertown Point Court

Grandville, MI 49418

616.257.3900

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

CERTIFICATION OF SERVICE

Stephanie N. Herman certifies that on April 12, 2018, she electronically filed the foregoing Defendant State Farm Mutual Automobile Insurance Company's Motion for Summary Disposition on behalf of Defendant State Farm Mutual Automobile Insurance Company with the Clerk of the Court using the Wayne County Circuit Court's electronic filing system which will send notification of such filing to the above attorneys of record.

| MSC 3111202

# Page JA317

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - August 15, 2017 Complaint

Myers v MetLife - August 15, 2017 Complaint

Myers v MetLife - August 15, 2017 Complaint

Myers v MetLife - August 15, 2017 Complaint

Myers v MetLife - August 15, 2017 Complaint State Farm's September 6, 2018 Motion for Summary Disposition

State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint THIRD JUDICIAL CIRCUIT SUMMONS AND COMPLAINT 17-012213-NF WAYNE COUNTY Hon. Muriel Hughes 2 Woodward Ave., Detroit MI 48226 Court Telephone No. 313-224-5243 Plaintiff Defendant Myers, Jacob Carl State Farm Mutual Automobile Insurance Company Plaintiff's Attorney Defendant's Attorney Gerald R. Skupin 46110 155 W Congress St Ste 350 Detroit, MI 48226-3298 SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified: You are being sued. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C]) 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint. This summons expires Court clerk 8/15/2017 11/14/2017 File & Serve Tyler \*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form. ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035. Family Division Cases There is no other pending or resolved action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties. An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in The action D remains is no longer pending. The docket number and the judge assigned to the action are: Docket no. Bar no. Judge General Civil Cases 🔀 There is no other pending or resolved civil action arise out of the same transaction or occurrence as alleged in the complaint. An civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in The action remains ☐ is no longer pending. The docket number and the judge assigned to the action are: Docket no. Bar no. VENUE Plaintiff(s) residence (include city, township, or Defendant(s) residence (include city, township, or village) village) Place where action arose or business conducted Signature of attorhey/plaintiff

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

MC 01 (5/15) SUMMONS AND COMPLAINT MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C) (2)(a),(b), MCR 3.206(A)



State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint

STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

PROOF OF SERVICE

17-012213-NF

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

### CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

- 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12	L						COLUMN CO	
	OFFICER CE	RTIFIC	ATE	O	R	ПА	FFIDAVIT OF PROCESS SERVER	
court officer, or att	sheriff, deputy she omey for a party (M rization not required	ICR 2,10	ff, appoint 4[A][2]), :	eđ and		Being first duly sw adult who is not a p that: (notarization c	orn, I state that I am a legally competent party or an officer of a corporate party, and equired)	
☐ I served persons	ally a copy of the su	mmons	and comple	int,			and the second s	Mysoph
☐ I served by regi together with	stered or certified m h List all docur			receipt attached	:A		nd complaint,	
							on the defendant(s):	e marit
Defendant's name			Complete	address(es) of:	service	·q	Day, date, time	
€:		-					¥7	-
	- A					in the second se		
I have personall		e the sur	nmons and	complaint, toge	ther wi	th any attachments,	on the following defendant(s) and have been	e de la constante de la consta
Defendant's name			Complete address(es) of service				Day, date, time	
. 4	12.	*	المستنسين	D -				
	÷			4				7
I declare that the st	atements above are	true to f	ne best of r	ny information,	knowle	dge and belief	2	- piremin)
Service fee \$	Miles traveled \$	Milea \$	ge fee	Total fee \$		Signature		
-			The state of the s			Name (type or pr	rint)	Spenner
		*				Titlé	33330000000000000000000000000000000000	Gasaw
Subscribed and swe	om to before me on	Date	NO N	3 seems		The same of the sa	County, Michigan.	
My commission exp	pires: Date		Sig	nature:	court cl	erk/Notary public		
Notary public, State		ity.of				4 7		
ž.	_		ACK	NOWLEDGM	ENT (	OF SERVICE		
l acknowledge that	I have received ser	vice of th	e summon	s and complaint	, togeth	er with	S	
P	allo e defento. So por allo mentro del del segui e companyo e companyo e del segui e del segui e del segui e d		Marie Carlotte Control of the Contro	on Day, date, time				
		•		on behalf of	r			
Signature				On ochan of	**************************************			

State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint

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

JACOB CARL MYERS,

Plaintiff,

Case No: 17-

-NF

Hon.

17-012213-N FILED IN MY OFFICE WAYNE COUNTY CLERK 8/15/2017 4:28:57 PM

· CATHY M. GARRETT

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AND MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY.

Defendant.

GERALD R. SKUPIN (P46110) Attorney for Plaintiff 155 W. Congress, Ste. 350 Detroit, MI 48226 313-961-0425 jskupin@skupinlucas.com

### **COMPLAINT AND DEMAND FOR JURY TRIAL**

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, where it was given docket no. 17-005137-NI and was assigned to the Honorable Muriel Hughes. The action remains pending.

### COMPLAINT

Plaintiff states:

### **COMMON ALLEGATIONS**

1. Plaintiff is a resident of Missaukee County, Michigan.

State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint CEIVED by MSC 3/11/2021 4:44:55 PM

- 2. Defendant METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY (hereinafter "METROPOLITAN") conducts a regular and systematic part of its business in Wayne County, Michigan.
- Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE 3. COMPANY (hereinafter "STATE FARM") conducts a regular and systematic part of its business in Wayne County, Michigan.
- Defendant MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY (hereinafter "MAIPF) conducts a regular and systematic part of its business in Wayne County, Michigan.
- 5. The amount in controversy exceeds the sum of \$25,000.

### BREACH OF CONTRACT CLAIM AGAINST ALL DEFENDANTS

- 6. Plaintiff incorporates by reference paragraphs 1 through 5.
- On or about August 15, 2016, Plaintiff was insured with Defendant 7. METROPOLITAN under the provisions of an automobile insurance policy, issued by Defendant that was then in effect in accordance with the provisions of the No-Fault Insurance Act (No-Fault Act) MCL 500.3101 et seq., and for which applicable premiums were paid.
- 8, On or about August 15, 2016, Plaintiff was insured with Defendant STATE FARM under the provisions of an automobile insurance policy, issued by Defendant that was then in effect in accordance with the provisions of the No-Fault Insurance Act (No-Fault Act) MCL 500.3101 et seq., and for which applicable premiums were paid.

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint CEIVED by MSC 3/11/2021 4:44:55 PM

- Pursuant to MCR 2.113(F) this claim is based on a written instrument which is in the possession of Defendants as well as a claim based on the Michigan No-Fault Statute, MCL 500.3101, et seq.
- 10. Under the terms and conditions of the automobile insurance policy, Defendants 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.
- 11. On August 15, 2016, in Mecosta 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 the policy issued by Defendant and the statutory provision, MCL 500.3105. injuries include, but are not limited to, soft tissue injuries to his neck and back, multiple fractures, internal injuries as well as a closed head injury.
- 12. Because of the collision, Plaintiff has incurred:
  - Reasonable and necessary expenses for care, recovery or a. rehabilitation;
  - Loss of wages as provided by MCL 500.3107(1)(b) b.
  - Reasonable and necessary replacement services; and C.
  - Other personal protection benefits, including attendant care, in d. accordance with the applicable No-Fault provisions.
- Defendants have refused or is expected to refuse to pay Plaintiff all personal 13. protection insurance benefits in accordance with the applicable No-Fault

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint CEIVED by MSC 3/11/2021 4:44:55 PM

- and contract provisions.
- 14. Reasonable proof for full payment of all personal protection insurance benefits has been or will be supplied, but Defendants have refused to pay or are expected to refuse to pay in the future.
- 15. Defendants have unreasonably refused to pay or has unreasonably delayed making proper payments to Plaintiff contrary to MCL 500.3142 and .3148 and continues to do so.

### COUNT II DECLARATORY RELIEF

- 16. Plaintiff incorporates by reference paragraphs 1 through 15.
- 17. An actual controversy exists between Plaintiff and Defendants.
- 18. The Court must determine/order the following:
  - The applicability of the No-Fault Act to the claims of Plaintiff; a.
  - b. The amount of wage loss benefits, replacement services expenses, medical expenses, allowable expenses, No-Fault interest, actual attorney fees or other benefits owed to Plaintiff;
  - C. Whether and in what amounts any reductions, set offs, or reimbursements may be claimed by Defendant as well as any claim by Medicaid or Medicare or Blue Cross Blue Shield for conditional payments made;
  - Order Defendant MAIPF to make an eligibility determination. d.
  - Order Defendant MAIPF to pay the claim in accordance with the е. statutory authority granted to it.
  - f. Order Defendant MAIPF to properly assign a no-fault carrier.
  - Other determinations, orders, and judgments necessary to fully 9.

State Farm's September 6, 2018 Motion for Summary Disposition

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition

Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint

adjudicate the rights of the parties including any claim by any self-funded health insurance plans governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

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

Respectfully submitted,

SKUPIN & LUCAS, P.C.,

BY: /s/Gerald R. Skupin
GERALD R. SKUPIN (P46110)
Attorney for Plaintiff

Attorney for Plaintiff

155 W. Congress, Ste. 350

Detroit, MI 48226 (313) 961-0425

Dated: August 15, 2017

State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 1: Myers v MetLife - August 15, 2017 Complaint

JURY DEMAND

Plaintiff demands a Trial by Jury.

Respectfully submitted,
SKUPIN & LUCAS, P.C.,

BY: /s/Gerald R. Skupin
GERALD R. SKUPIN (P46110)
Attorney for Plaintiff
155 W. Congress, Ste. 350
Detroit, MI 48226
(313) 961-0425 State Farm's September 6, 2018 Motion for Summary Disposition

6

# Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

Page JA326

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 2: State Farm Declarations Page

EXHIBIT 2

Wd SS:++++ IZ0Z/II/E DSW AQ CIALIDER

Wd SS:++++ IZ0Z/II/E DSW AQ CIALIDER

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Summary Di State Farm's September 6, 2018 Motion for Summary Disposition

U133 2508

17-012213-NF

### State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 74RFECS Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition 12, 2018 Myers v MetLife - State Farm's Myers v MetLife - Myers v MetLife - Myers v Myers v MetLife - Myers v Mye

State Farm Mutual Automobile Insurance Company

2550 Northwestern Avenue West Lafayette IN 47906

472

NAMED INSURED

22-6897-6 P

GRAY, MTCGART, G 1369 WOODIN RD WEIDMAN MT WEIDMAN MI 48893-9632

FI 21588-6-P

MUTL VOL

**DECLARATIONS PAGE** 

PAGE 1 OF 2

POLICY NUMBER 492 9943-B09-22

POLICY PERIOD FEB 09 2016 to AUG 09 2016 12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER 1208930804

**AGENT** 

RYAN SCHLICHT 1141 S MISSION ST MT PLEASANT, MI 48858-3914

PHONE: (989)773-9586

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.

IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSE D.

VENILL	1 - A L
YOUR	
75.	

—`YEAR∵	MAKE		- BODY 9	TYLE VEHICLE ID: NUMBER	CLASS
1995	GMC	G2500	VAN	1GDEG25KXSF505899	102FT11100

- SYMBOLS	COVERAGE & LIMITS	U HORIOTO PREMIUMS HERVARITATION
AP4N	⊆ Cambined Premium: Liability Coverage	\$510:92
	Paris Bodily Injury Limits	kerdinadik sempatik melepistikan kebanyan kerdinan jakan dilangan bebanj
	Each Person, Each Accident \$50,000 \$100,000	
====== <b>:</b> : <b>:</b> :: <b>:</b> :::::::::::::::::::::	\$50,000 Personal lajury Crotection Coverage	Saciante de la companya de la compa
	(See Policy Schedule)  Properly Protection Coverage	nang ampagan agulag maran di kabupatèn di kabupatèn di
U	Uninsured Motor Vehicle Coverage // Bpdily linjury Limits	\$5.24
	Each Person, Each Accident	
W	Undennsured Motor Vehicle Coverage Bodity Injury Limits	\$4.86
	Each Person, Each Accident \$50,000 \$100,000	
A	Limited Property Damage Liability Coverage	\$4.81
	THE GOODIE LAND COURT	erac pa

### IMPORTANT MESSAGES

New Policy Form

Semiannual premium includes Catastrophic Claims premium \$85.42

Semiannual premium includes Statutory Assessments \$1,07

Customer Rating Index: 1452

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

Your premium was determined by information from consumer reports: Time Since Most Recent Collection Agency Filing; Presence of a comprehensive coverage claim in the last 12 months; Number of inquiries with finance companies initiated by consumer in the last 24 months; Total number of claims in the last 60 months.

Consumer report reference numbers: \*16039201108265, 16039201508264

Credit information was obtained on: MICHAEL GRAY Ctr v Metropolitan Group Prop & Cas Ins Co

Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

EXHIBIT

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition of Jacob Myers

Wers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition for Summa State Farm's September 6, 2018 Motion for Summary Disposition

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbo@ripkaboroski.net Firm Registration NO:008139

Sub-Exhibit 3: March 2, 2018	Deposi	non or Jacob	Wiyers
1			
	ſ	and the second s	//////////////////////////////////////
STATE OF MICHIGAN	8	APPEARANCES (Continue	d):
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE	2		
	*	For the Defendant: (Metropolitan)	MS. MONICA HOEFT ROSSI (P61916) The Rossi Law Firm PLLC
	ą	(the explanations)	40950 Woodward Avenue
JACOB CARL MYERS,			Suite 306
Plaintiff,	*		Bloomfield Hills, Michigan 48304-51
Case No. 17-012213-NF			(240) 593-9292
vs.	8		mrossi@rossilawpllc.com
Hon. Muriel Hughes METROPOLITAN GROUP PROPERTY AND		For the Defendant:	MS. COURTNEY QUINN KING (P80004)
CASUALTY INSURANCE COMPANY, STATE	"	(State Farm)	Mackney Grover, PLC
FARM MUTUAL AUTOMOBILE INSURANCE	9:	, , , , , , , , , , , , , , , , , , , ,	2000 Livernois, Building D
COMPANY AND MICHIGAN AUTOMOBILE			Troy, Michigan 48093
INSURANCE PLACEMENT FACILITY.	10		(248) 509-7073
Defendants.			cking@hackneygrover.com
,	11 12		
***************************************	12	For the Defendant:	MR. MARK L. NAWROCKI (P69017)
DEPOSITION OF JACOB CARL NYERS	13	(MAIPF)	Anselmi Mierzejewski Ruth & Sowle 1750 South Telegraph Road
Taken by the Defendants on the 2nd day of March, 2018, at	14		Suite 306
the offices of Ripka, Boroski & Associates, 717 South			Bloomfield Hills, Michigan 46302-01
Grand Traverse, Flint, Michigan, at 10:05 a.m.	1.5		(240) 330-2290
	1.6		mnawrocki@a-mlaw.com
APPEARANCES:	ri l		
For the Plaintiff: MR. GERALD R. SKUPIN (P46110)	**	REPORTED BY:	Mr. David S. Ripka, CSR 2175
Skupin & Lucas P.C.	1.6		Certified Shorthand Reporter
155 West Congress Street			daveripka9@comcast.net
Suite 350	19		(800) 542-4531
Detroit, Michigan 48226-3298	20		
(313) 961-0425	22		
jskupin@skupinlucas.com	23		
	24		
	25		

Ripke, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbs@ripksboreski.net Firm Registration NO:008139

INDEX OF WITNESS			
WITNESS		PAGE	
JACOB CARL MYERS	A STATE OF THE STA		
Examination b	y Mr. Nawrocki	4	
Examination b	y Ms. King	81	
Examination t	y Ms. Rossi	98	
Examination t	y Mr. Skupin	129	
Examination b	y Mr. Nawrocki	133	
Examination b	y Ms. King	137	
Examination b	y Ms. Rossi	137	
Examination b	y Mr. Nawrocki	138	
herete muuri, i enanganna gammana	INDEX OF EXHIBITS		
EXHIBIT	DESCRIPTION	MARKEI	
	(NO EXHIBITS MARKED)		

Ripka Boroski & Associates ELC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rhog sipkaboroski net Firm Registration NO 008139

	Flint, Michigan
	Friday, March 2, 2018
	10:05 a.m.
	PROCEEDINGS
	JACOB CARL MYERS,
	having been duly sworn by the Court Reporter, was
	examined, and testified on his path as follows:
	MR. NAWROCKI: My name is Mark Nawrocki, and I
	represent the Michigan Automobile Insurance Placement
	Facility in a lawsuit filed in the Wayne County Circuit
	Court, Case Number 17-012213-Nf.
	This is the date and time set for the
	deposition of Jacob Carl Myers, who's present today with
	counsel. All parties are present.
	EXAMINATION
BY	MR. NAWROCKI:
0	Have you ever had your deposition taken before?
۸	No, sir-
0	All right. Let me go over a couple general rules. If I
	ask you a question and you don't understand it, or you
	don't hear it, or if it doesn't make sense, don't answer
	it. Tell me to clarify it. Tell me to speak louder.
	Tell me it doesn't make sense, and I'll be more than gla
	to restate the question.
	Everything that's being stated in here, there

Ripka, Boroski & Associates TTC (800)542-45317(810)234-7785 FAX(810)234-0660

email - rbo a ripkahoroski uet Firm Registration NO 008139

State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

5

9 oing to be a transcript created. So two things: One,
let me finish my whole sentence -- or my whole question
before you interrupt, and then '1'1 let you gat as much
that as possible for your answer. I will not interrupt
you.
And then, second, if you can answer a question
yes or one, please say you or no.
A (Modding head affirmatively)

O Because if you say unhumh or unhumh or nod your head,
later on whan we read the transcript we're not sure if
that's a yes or mo.

A cksy.

G so we may say, you know, "Nr. Nyers, is that a yes or
no?" We're not trying to be rude. We just want to make
sure there's no question later as to what you said.

A Right.

Some of the things I sak night be personal. I'm not
going to dive into your personal life, but I do need some
information for this investigation.

If you need to take a break, just let us know.
This is nit an interrogation. If you need to get up and
attaction or use the restroon or get a drink of valer, make
a phone call, just let us know.

This is nit an interrogation. If you need to get up and
attaction or use the restroon or get a drink of valer, make
a phone call, just let us know.

The restrict of the second time your
deposition has been scheduled back in August of 2016,
This is nit an interrogation. If you need to get up and
attaction or use the restroon or get a drink of valer, make
a phone call, just let us know.

The restrict of the second time your
deposition has been calcident, that's smelling
a phone call, just let us know.

The restrict of the second time your
deposition has been scheduled back in August of 2016,
The restrict of the second time your
deposition has been scheduled.

O cksy.

O stretch or use the restroom or get a drink of water, make You're not under the influence of any medication or

Ripka, Boroski & Associates, LLC (900)542-4531/(810)234-7785 FAX(810)234-0660

```
Okay. So when I talk about the accident, that's usually
what I'm referring to. I'll tell you if it's something
         At that time of the accident, where were you
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
A
     1260 Sunview Drive, St. Johns, Michigan.
0
     And St. Johns is just north of Lansing, right?
A
    All right. Was it a house, apartment?
    It was an apartment.
    Was there a specific apartment number or no?
    All right. And who were you living with?
    Joann Hyatt and Morgan Watson,
    And are you related to either of them?
     No. sir.
     Morgan is my girlfriend, and Joann is her grandmother.
    Okay. How long have you lived there?
    I lived there just --
    Before the accident?
     Before the accident? Just about a year.
    Okay. Are you still there now?
    Oh. Did you move just once since the accident?
    I was in the process of moving when the accident
    Okay. Where did you move to?
     My mom and dad's house.
```

11328 West Vernon Road, Lake, Michigan. And where is Lake, Michigan? It is 45 minutes northeast of Mount Pleasant -- or northwest of Mount Pleasant. Over by Big Rapids. I cannot recall the dates --All right. We'll ---- exactly. The accident was August, middle of August. Was it like within a couple weeks or a couple months? It was within like a week. Okay. And have you moved since moving in with your Okay. And who lives with you in Lake? My mom. What's her name? Same last name, Myers?

email: rba gapkaboroski net Firm Registration NO 008139

```
Okay. At the time of the accident, you were living in
St. Johns. Were you -- did you have all your possessions
in St. Johns? Did you have some of them at Lake? Did
you --
```

Ripka, Boroski & Associator, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emnil: rba@ripkaboroski net Firm Registration NO:008139

```
Okay. And then -- and if I misstate something, correct
                                                me. Approximately a week after the accident you finished
                                                moving into your parents' house?
```

And was it insured?

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

My girlfriend did, yes. Q Okay. Did she move in your parents' house with you? Α c I'm sorry. And that's Morgan? And then I'm assuming -- when did she move out? Okay. When you say a week after the accident Morgan completed moving into your parents' house, was your stuff already at your parents' house? I was in a coma in Grand Rapids a week after the Okay. Before the accident? Before the accident, no, not all my stuff was there. Okav. How much -- I'm just trying to figure out, you know, where your stuff was. Was it in St. Johns or was -- right before the accident, the day before? My clothes were in Lake, but the rest of my stuff was in Okay. All right. At the time of the accident, did you What did you have?

email - rba a ripkaboroski net Firm Registration NO 008139

At the time of the accident, a 2003 Mercury Mountaineer, 2 Yes. With who? Methife. Okay. And the Mercury Mountaineer, did you have that in Okay. Was that your usual vehicle that you drove wherever you had to go? No. Prior to me starting to drive the Mountaineer, I had an '85 Ford F-150 manual pickup. The clutch had went out on it, so I started driving the Mountaineer. 15 Approximately how long before the accident did the clutch go out on the truck? Oh, shoot. About a month, month and-a-half, maybe. It was a straight 6. Okay. So it'll run forever? All right. When did you start driving the Mercury then?

Ripkii Boroski & Associates FLC (800)542-453148103234-7785 FAX(810)234-0660

State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

13

14

A About a month before the accident.

O All right. You had the keys to it?
A Yes.

O Okay. Mhose name was the vehicle in?
A Misme and Morgan's.

O Okay. All sight. You didn't have to ask Morgan to drive

10

O Kay. All right. You didn't have to ask Morgan to drive

11

12

13

A Yes.
O Okay. All right. You didn't have to ask Morgan to drive

15

A No.
D Okay. And where was the P-150? Mas that still in

15

A Yes.
D Okay. Mod where was the P-150? Mas that still in

16

D Okay. And where was the P-150? Mas that still in

17

D Okay. And where was the P-150? Mas that still in

18

D Okay. So if kind of died thewe?

A Yesh.
D Okay. So it kind of died thewe?

A Yesh.
D Okay. So it kind of died thewe?

D Okay. And where was the P-150? Mas that still in

D Okay. And where was the P-150? Mas that still in

D Okay. So it kind of died thewe?
D Okay. So it will the clutch went out, and you stopped driving it?
D Okay. So it will the clutch went out?
D Okay. So it will the clutch went out?
D Okay. So it will the clutch went out?
D Okay. So it will the clutch went out, and you stopped driving it?
D Okay. So it will be clutch went out?
D Okay. So it will be clutch went out?
D Okay. So it will be clutch went out, and 22 I sold the truck. Okay. Do you know when, approximately?

Ripks, Boroski & Associatos, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaboroski.net Firm Registration NO:008139

Then you took the insurance off? 23 Who was it insured with? I want to say it was Esurance that I had it insured

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
Okay. And the insurance that you had on the F-150 was
 not in effect at the time of this accident?
Okay. After the F-150 had mechanical problems, you
started driving the Mercury Mariner -- Mountaineer?
          Did you buy the Mountaineer?
Morgan bought the Mountaineer.
Okay. All right. If you need something to drink, just
 We'll get you something. Okay.
I try not to drink a whole lot. Some of the medications
that I'm on because of the accident --
-- liquids don't mix very well.
At the time of the -- at the time of the accident, okay,
Did they have any vehicles?
What did they have?
They had a '97 GMC conversion van, a Travel Star. It
```

emait: cha a apkaboroski net Firm Registration NO:008139

wouldn't start or something like that. That is the only vehicle that I'm aware that they had. What about your -- at the time of the accident, were both your sisters living with your parents up in Lake? Were either of them? Just my youngest sister Mikayla. Okay. And then at the time of the accident, do you know if their conversion van was insured? Okay. All right. And then I know you had the truck and then you went to the Mountaineer. Did you ever drive the 19 Did they have that van for a while? They had that van for about two years. Okay. And within those two years, did you ever drive the Okay. Regarding the wan, did you ever help pay for gas

```
State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

10

10

10

11

10

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

10

11

11

10

11

11

10

11

10

11

11

10

11

11

10

11

11

10

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

11

                                                                                                                                                               She had a Mercury Milan. I do not know the year of that.
                                                                                                                                                               But if I had to guess, I'd say about an '04-ish.
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

errail: rbe@ripkaboroski net Firm Registration NO:008139

```
In the last five years, have you filed tax returns?
Okay. When you filed the tax returns, what address did
```

The first year I over filled (sic) taxes, I used 1260 Sunview Drive. 0 Okav. St. Johns? Α All right. And then last year, I was at my mom and dad's when taxes come around, so I filled them for there. Okay. So for 2017 they show Lake ---- because that's where you moved after the accident? All right. I want to get some information from you, but I want to go off the record, because I don't want it to be made public. I don't want somebody to get a copy of this transcript and have like your date of birth, social security number, stuff like that. MR. NAWROCKI: So if we can go off for one (A brief discussion was had off the MR. NAWROCKI: We can go back on. I want to put this on the record. Just so the record reflects, Jacob handed me his driver's license number, which I'm going to write

email: rba@ripkaboroski net Finn Registration NO 008139

down and pass to the other attorneys. THE WITNESS: I think the address is faded off from the back of it. MR. NAWROCKI: Yeah, it's pretty thin. (BY MR. NAWROCKI) At the time of the accident, did you All right. It wasn't suspended or anything like that? Okay. Ever been married? How old? Sage Maybell Muers. Does she stay with you now? Okay. How far did you go in school?

Ripka Boroski & Assentes 11 C (800)542-4531/(810)234-7785 FAX(810)234-0660

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbs/drapkahoroski net Firm Registration NO:008139

Okay. All right. Any other like training or education Okay. And I ask these questions in all my depositions.

Ripks, Beroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emsit: rba@ripkaboroski.net Firm Registration NO:008139

```
Yeah. Whatever the boss didn't want to do, basically.
                                                Was the farm like a produce farm or like a --
                                                We're a cash crop farm.
                                                Okay. What crops?
```

Soybean. We do soybean, corn, wheat and rve. Q How many acres do they have; thousands? A We're just -- they're just under 1500 acres. They're stretched. That's a big area. Q Because when I was working, it wasn't nothing to go to Kalkaska and then come -- the next day be in Saginaw. So. I mean, he was stretched. You know, ten acres here, ten acres there. How were you paid? Like cash? I got a 1099 at the end of the year, so cash I guess. Okav. How much were you paid? I was getting paid \$9 an hour. Okay. And at the time of the accident, just before the accident, how many hours a week were you working? But, normally, if we had a good week, it was between 70 and 80 hours a week. Okay. Were you paid like every other week or weekly? Do you know how much your -- and they didn't take taxes

emin): aba a ripkaboroski nei Firm Registration NO 008139

No. I paid in at the end of the year. Okav. How big were your paychecks usually? Between -- I'll give you a rough estimate. It's between 4- and \$700. Did you work anywhere else? I had a few other jobs before the accident when I lived When you say "before the accident," were they like before you worked for Irwin Farms or ---Actually, I worked for Irwin Farms before I moved to St. Johns. So I quit with Irwin Farms when I moved to St. Johns. When you were in St. Johns -- oh, you're on the way to work when this accident happened, right? " Okay. Where were you working at that time? Okay. How long did you live in St. Johns? For approximately about a year.

Kipka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0560

## State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

		25
9	Q	Okay.
į.	A	Six months to a year.
4	Q	Okay. I'm just trying to put together a time table
ŝ	А	Oh.
40	Q-	in my mind
è	A	You're fine.
3	Q	So, at the time of the accident, you were working at
ž		Irwin Farms and elsewhere?
10	A	No, just Irwin Farms is the only place I was working at
p		the time of the accident.
ì	Q	Okay. And then how long before so the accident was in
2		August of '16. How long before the accident did you work
3		for Irwin Farms?
4	A	About two months.
5	õ	Okay. And then before Irwin Farms where did you work?
6	A	Let's see. I worked at Belle Tire in Owosso.
7	Q	Okay.
8	A	Worked at the O'Reilly's in St. Johns.
9	Q	O'Reilly Auto Parts?
0	A	Yes.
1	9	Okay.
2	A	Jiffy Auto Mechanics in St. Johns.
3	Ω	Okay.
:4	A	And Budget Tire.
7.5	Q	In St. Johns?
	1	E STATE OF THE STA

Ripke, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660 email: rbe@ripkeboreski.net Firm Registration NO:008139

```
Owossc.
                   All right. Kind of going backwards in order,
         is that in order like Irwin Farms, and before that Belle
         Tire, before that O'Reilly's, before that Jiffy, before
         that Budget Tire?
         O'Reilly's was before Jiffy and Belle Tire -- or Budget
         But other than that, yes, it's in order.
         Okay. So from most recent to the last, it would go I win
         Farms, Belle Tire, O'Reilly's, Jiffy, Budget?
                   Belle Tire, when approximately did you work
         Oh, I -- I'm sorry. Belle Tire was not in there. I
18
19
         I had a brain fart there.
         Don't worry. O'Reilly's?
         say the end of October to the end of November, for about
         20157
         Yes.
```

But I think it was like nine bucks -- nine or ten bucks

Before the car accident happened, the one in August of '16, were you ever seen by like a psychiadrist

Okav. Somewhere in that ballmark?

I was completely healthy that I'm aware of.

or psychologist or therapist, counselor?
Not recent before the accident, no.

Okay. More than five years ago?

CEIVED by MSC 3/11/2021 4:44:55 PM

```
Q
A
Q
    Okay. And then what about Jiffy?
     Jiffy, I worked for him the summer of ...
A
     1157
0
    And then Budget Tire, I worked there up until -- so I
     worked there until about the end of May of '16.
    Because I left Belle -- or Budget Tire and then went back
    Got you. I'm learning about this as we're talking, so
    I've got to write all this stuff down.
    When you were at Budget Tire, how much did you earn and
    It was -- Budget Tire was about 50 hours a week. And it
    was -- I'm not a hundred percent sure. I can't recall
```

A I'd say we're right on that mark of five years.

O Okay. Before the accident, had you ever been hospitalized -
A No.

O -- like where you had to stay overnight?

A No.

O Ever break any bones?

A Not that I can recall.

Rigilar Horoski & Associates 11-C

an hour.

0

emud - rbs a'rıpkabərəski nei Firm Registration MF (68139

email: rbe@ripkaboroski.net Firm Registration NO:00#139

```
No problem.
23
                   Do you have the -- do you have their card or
         No. All's I got is just my Medicaid card with my number
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-9660

```
State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

29

10 Okay. Before the accident, had you ever been seen by a chiropractor?
11 A No. I did not.
12 Okay. At the time of the accident, did you have like a family doctor that you would go to, regular doctor?
13 Okay. At the time of the accident, were you on any medication for anything?
14 A Just some Supprofen at night when you got home.
15 Okay. At the time of the accident, did you have any health insurance?
16 Insurance?
17 Okay. At the time of the accident, did you have any health insurance?
18 Okay. Since the accident until now, have you had any health insurance like Obana Health Insurance—
19 Okay. Since the accident until now, have you had any health insurance like Obana Health Insurance—
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare, or one them two.
19 A It is Necicaid or Medicare or or one them two.
19 A It is Necicaid or Medicare or o
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           Besides this insurance claim, have you ever made another
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           one such as like another car accident or car vandalism or
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           damage to a house or flooding or fire, theft; anything
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
And, obviously, you were in a car accident. Have you
     ever been involved in a car accident before this one?
Α
0
     2011.
     It was on Arthur Road in Remus, Michigan.
     What happened?
     We caught a patch of black ice and rolled.
     You rolled the car?
     No injuries.
     Who was with you?
    Mv ex-girlfriend.
     My girlfriend before her.
     Whose car was it?
     What type of car?
    It was a '97 Dodge Durango, Short box pickup.
```

ental - rha reupkaboroski net Firm Registration NO 008139

```
Are you sure it was a Durango; it was not the SUV?
Q
     A Durange Sport.
     Okay. Was it totaled?
     Hardly had any damage.
     Really?
     little bit, but changed the fender on it and it was fine.
     And when you rolled it, did it just go on its side?
     Yeah. Pretty much. Just on its side and slid down the
     So nobody was really hurt. Shook up more than anything.
              Did you have to go to the hospital or anything
     because of that?
     I did not, no.
    Okay. Did she?
    And when they checked her out, did they find anything
     broken, or was she okay or --
     She was okay. She just had a seatbelt bruise.
```

Ripka Horoski & Associates UEC (800)542-45316810)234-7785 FAN(810)234-0660

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

Q Okay. Any other car accidents that you can recall? What about from the time of this accident until now; any No. Okay. Ever file a workers' comp claim, injured on the job? 1.0 injured yourself, such as a slip and fall, assault, something strikes you; anything like that? Not that I can recall. 13 Okay. And, obviously, because of this accident, there's a lawsuit pending. Have you ever been a party to any 1.5 No, sir. Okay. Ever file bankruptcy? Q 18 No. sir. 19 We already talked the criminal. You said no criminal? 20 21 22 All right. Now we can talk about the accident a little bit. That's fine.

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(819)234-0660 enzil: rba@ripkaboroski net Firm Registration NO:008139

```
CEIVED by MSC 3/11/2021 4:44:55 PM
          So them I got -- so now I know a little bit about your
    Q
          The accident happened August --
          The 15th.
          -- 15th, 2016?
          What time of day?
          7:30 in the morning.
          Okay. Where were you headed?
          To work.
12
          And were you alone?
14
15
          What were you driving?
          2003 Mercury Mountaineer.
18
          And that's an SUV, a bigger one?
19
20
          Okay. Kind of the size of like a Ford Explorer?
          Yeah, kind of like the Excursion almost.
          Okay. What was the weather like?
          It was cloudy.
          Okay. It wasn't raining or --
          No. It was a little foggy in spots.
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660 email: rta@ripkntoroski set Firm Registration NO:008139

```
Q
Q
     We already talked about that.
A
    What happened?
     I come over top of a hill and caught about three inches
     Like orange, like an orange shirt or something.
     Yes. Well, I'd catch a jogger in the hills, because that
     road got hilly right there where I crashed at.
Q
     I'd catch somebody jogging in there every morning.
    Well, when you come over a hill at 95 mile an hour, you
     don't have a whole lot of time to recollect, "Hey, is
     that a person or is it something I can just run over?"
               So I swerved to miss it, because I didn't want
     a vehicular manslaughter charge. Well, when I was coming
     back into my lame, I must have come in too fast or
     something and lost control of it.
     And wound up going off into the ditch and hitting a rock
     and a stump and rolled it seven times end for end.
```

```
In the ditch you hit a stump?
Ā
    A stump and a rock.
     When you talk "rock," you're talking about a big rock?
     I'm talking like a boulder.
    Okay. And a tree stump?
     Then you rolled it?
              MS. WOSSI: I'm sorry. Seven times and what?
              THE WITNESS: End for end.
              MS. ROSSI: Okav.
     (BY MR. NAWROCKI) Like if this is the --
     -- if this is a vehicle --
    If this was the nose, and this was the rear end, it went
     like this (Demonstrating).
    Okay. So it didn't roll sideways: it rolled the --
    The very last time, it rolled sideways up onto its side.
    Okay. Just so you know, this is the first time I know
     anything about this accident.
    That's fine.
     So I'm literally learning about this.
              Were you wearing your seatbelt?
     Bid the air bags go off?
```

email - rho i/ripkaboroski net Firm Registration NO:008139 pka Boroski & Associates LEC

emait: shewrapkahoroski nei imi Registration Nt ) (XIS) 39

A	Nc.
Q	Did you lose consciousness? Were you knocked out?
A	Not that I can recall. Because I can remember counting
	the ground every time I seen it.
Q	All right. When you went off in the ditch, was it on
A	Right side of the road.
Q	Okay. Thank you.
	The orange that you saw, did you ever figure
-	out what it was?
A	It was a traffic cone.
Q	Okay.
A	It was placed just on the back side of the hill where you
	couldn't see it before you come up on top of it.
Q	I understand.
	And the road there, is it a dirt road, coment
	road?
A	It's a paved road.
Q	What's the name of it?
A	Eighteen Mile Road.
Q	And what city was it in?
A	Mecosta County.
Q	That's the county. What city?
A	Barryton, B-A-R-Y-T-O-N.
Q	Why were you in Barryton?
l A	I was on my way to work. I was working at Irwin Farms at

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbs@ripksboræki.net Firm Registration NO:008139

```
the accident, as it was still moving, did anything in the
                                                      vehicle strike you? Anything from the back come forward
                                                      and strike you, or from the front --
                                                     Not that I'm aware of.
```

Okay. Bo you remember your body striking anything in the I know I hit the steering wheel. Okay. So the car finally comes to rest. What side is it laying on? Oriver's side door. Once it came to a rest, what's the first thing you did? Set there for a second. And then called Morgan. I had her roll my parents out of bed to come down. While you were still in the car? (Nodding head affirmatively) Okay. At that time did you know if you were cut or bleeding or anything? Okay. So you called Morgan? Do you know if she ever called your parents? She actually went and woke my dad up. We had stayed the night at my mom and dad's that night. Yes. It was closer to work for me. All right. At the time, was Morgan working?

email (ba/d/npkaberoski net Firm Registration NO:008139

Q She was just starting her -- getting deady to start her new job at Riverside Gas Station in Barryton. With Morgan working that job in Sarrydon, was that -- you guys were going to stay at your parents' house in Lake? Who's the mother of your daughter? No. She lives in Lansing. Okay. Do you have like joint custody? Fifty-fifty. 18 Okay: Okay. So you're in the wehicle. You call Morgan. You noticed your face was bleeding. You talked I had her have my mom and dad come down to see about getting me out of the car because I couldn't get out on

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

Okay. How far are you from your parents' house? Q A I hadn't even turned off their road yet. 0 And then I talked to Morgan until the ambulance got Okay. Did your parents make it there before the --Q -- ambulance? Okay. How long did it take for your parents to get there? I'd say less then three minutes. They literally just threw clothes on and --Q 1.0 I don't even think -- my mom didn't even put shoes on. 19 Q They were just out the door. So, in the meantime, you're still in the vehicle? You tried to open the doors and couldn't? I couldn't even reach the door. The passenger door was

email: rha@ripkaboroski net Firm Registration NO:008139

```
Okay. Were you pinned where you were sitting?
         No. I was standing up looking at my mom when she got
         Okay. So your --
         Adrenaline was running.
         Fair enough.
                   Your feet were kind of on -- were your feet on
         My feet were on the ground. I was standing in the field
         on the ground inside the car.
         Oh, because there was no window?
         No window.
         On the driver's door?
         Okay. Just trying to picture this in my head.
                   So your parents --
         I have pictures of it.
1.6
         So your parents get there?
         What did they do?
         Well, initially, my mom come down to see if I was okay.
         And other than that, they just sat with me until the
         paramedics got there. She called the paramedics when she
         got to the accident scene.
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emsil: rb@ripkaborooki net Firm Registration NO:008139

```
Could they get you out?
A
     They didn't even try.
0
     Okay. How long did it take the EMS to get there?
A
     I'd say about five minutes,
    Pretty good response time up there.
0
     Well, it's -- they were in town.
     Okay. When the EMS came, was it like the fire department
     -- just -- okav.
     It's a volunteer fire department --
    All right. What happened once they got there? How did
     you get out of the truck?
     They broke the window, the driver -- the windshield and
     brought me out through the windshield on a backboard.
     Okay. Then what happened?
     Spectrum-Big Rapids.
    All right. I know you know you're bleeding at this time
```

```
When you get to the hospital, what did you tell them,
like what part of your body hurt?
I told them my chest hurt and my hips hurt.
Okay. Do you remember if they did any imaging scans,
like x-rays or MRI's or anything?
I know they did a lot. I'm -- I -- I'm sure they did
Okay. Did they give you any medication to put you out,
I never got any pain medication until I got to Big
How long were you at Spectrum in --
I'd say about an hour before I was airlifted to Grand
Rapids, Butterworth Hospital.
Butterworth?
Okay. Why did they have to airlift you over there? Did
they say something was --
I had 90 percent severed the main artery in my heart --
or one of the main arteries in my heart.
And at this time, you were still conscious?
Okay. Was there any cuts? Obviously, the cut on the
```

email: rba r/ripkaboroski net Firm Registration NO 008139

email rhari ripkaboroski net Firm Registration NO 008139

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

Yep. I had a bunch of scratches where the glass and stuff was But like physical scratches and stuff like that, other To look at me, it looked like I had just got beat up real Q Fair enough. At that time? 13 Okay. So they airlifted you by helicopter over to --Okay. Once you got to Sutterworth in Grand Rapids, what 18 did they do? 19 I couldn't tell you. I don't remember anything after I 20 21 I think the pain just set in enough to where it just kind of become a blur. Fair enough. When you were at the hospital in Big Rapids.

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emsil: rba@ripkaboroski.net Firm Registration NO:008139

Spectrum, did they give you any pain meds --Α -- or anything to calm you down or --No. They said I had to present down there in Grand Rapids with the same issues I presented here. Okay. So you were put in a helicopter, That's the last thing you remember? (Nodding head affirmatively) What's the next thing you do remember? Waking up in Grand Rapids about a month later -- well, two to three weeks later and finding out all my injuries. Because at the time when I left Grand Rap -- or Big Rapids, I didn't even know my -- I had an issue with my All's I knew was I was banged up and I was hurt bad. And they said, "You're going on a helicopter to --" Well, I knew I was being airlifted to Grand Rapids before I even got to the hospital. They were calling for Asromed before I even left the accident scene. But Aeromed was two and-a-half hours out. Got you. So ---So they took you Spectrum to kind of stabilize you as

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rha@ripkaboroski net Firm Registration NO:008139

```
much as they could, and then airlift you --
         -- over to Grand Rapids?
                   All right. I'm assuming the vehicle was
         totaled?
         It was smashed.
         And you said you had pictures?
         Okay. If you haven't, can I ask that you give those to
         your attorney so he can get them over to us.
         Okay. So you are at Sutterworth Hospital in Grand
         Rapids. Approximately to two to three weeks later you
        And at that time, they tell you what injuries you
         sustained?
3.8
         Correct.
         What did they tell you?
         I was told that I had the -- one of the main arteries in
         my heart was about 90 percent severed, and I had a
         blockage. So I have one -- two stents in my heart. And
         that the top half of my heart had sustained severe damage
         that don't know if it'll come -- ever come back. And I
         was told that I fractured my left hip and completely
```

Okav. Anything else that you can remember? Not that I can recollect right off the top of my head, Okay. And because of this accident, have you been having issues with your memory or anything like that? Not that I've noticed, no Have you received treatment for any like brain injury or anything like that? Okay. While you were unconscious, obviously, they inserted the stents into your heart? Did they tell you how many surgeries you underwent or what surgeries you underwent? The only surgery that I underwent when I was in Grand Rapids was the stents in my heart. So just one. Okay. And when you came to, were you still in the -- or were you at a recovery facility? I was still in the hospital. I still had tubes hanging out of my neck at that time.

# 

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

So they were feeding you through tubes and everything A feeding tube, and then I was on a -- and then I had --They put me in an induced coma for two and-a-half weeks there to help me heal. Okay. But before, when you got on the helicopter, that's when you --30 That's when I kind of --11 -- everything just kind of went -- nope, it just hurts Got it. Okav. But according to my mom and Morgan and all them, I was still awake. I was still alert. It was still talking to them when they all got to Grand Rapids about an hour Okay. Fair enough. 20 And at the point in time, I still had not had any pain 21 meds, so I --22 23 All right. How long were you at Butterworth for? From August 15th to September 20th, I think.

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0650

email: rbe@ripksboroski.net Firm Registration NO:008139

```
Approximately?
A
     Yeah.
     Mary Free Bed in Grand Rapids.
0
     And you were there for two and-a-half weeks?
Α
Q
     All right. Do you need to take a break, or you're good?
     All right. When you were at Mary Free Bed, what did they
     Basically, taught me how to live out of a wheelchair, to
     live my life day-to-day at a wheelchair level.
     Okay. Going back to Butterworth for just a quick
     -- did they give you any -- your hips were crushed?
     What did they do for your hips?
     Well, they put in me in traction for about -- I guess
     about a week before they realized that my heart was too
     Okay. So they went in and did the heart?
     They -- they fixed the stent -- they put a stent in,
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-9660

```
which fixed the heart, but my heart was still too weak
     because the top half of my heart was not working
Q
    Okay.
    So they left the hip as be and let it go.
    Nothing was ever done with the hip up until May of 2017.
    I have a complete artificial replacement.
    Which side?
     And that was May of '17, so not quite a year ago?
    Okay. How is your hip now?
    It hurts more than what it did when it was broke.
    What about the left side where you had the fracture?
    It healed on its own.
    Are you still having a problem with the left side too?
    Once in a while when the weather changes; that's about
    Okay. And then your right side is -- how often is it
     painful?
```

		52
A	Constant,	
Q	Okay. Where did they do that surgery at?	
A	Grand Rapids, Butterworth.	
Q	Okay.	
A	And that's where I got the pacemaker put in my chest at	
	as well.	
Ç	When was that?	
А	January 20th of 2017.	
Q	So you've been are you still treating at Butterworth?	
Α	Yes.	
13	Okay.	
A	I still see my doctors down there.	
O	Okay. Has the pacemaker helped?	
A	I don't know. It hasn't had to work yet. It was put in	
	there as life insurance. At least that's the way the	
	doctor put it.	
Q	Fair enough. Let's hope it doesn't have to	
A	That's right.	
Q	it doesn't have to work.	
	Did they do any other treatments or surgeries;	
	pacemaker, the artificial hip, anything else?	
źi.	Other than the stent and put some stirches in me, not	
	that I can not that I'm aware of.	
Q	And were the stitches because of the surgeries or because	À
	of your initial injuries?	

All right. So after your initial stay at Butterworth, they send you over to Mary Free Bed?

email: rba@ripksboroski.nct Firm Registration NO:008139

```
Approximately what time frame?
                                                 From about the end of September to, I would say, probably
                                                 April of '17, roughly,
                                                 Okay. They would come to your house?
```

enzil: rba@ripkabercaki est Finn Registration NO:008139

```
Q
A
     I had physical therapy twice a week.
     Okay. Did anybody else come to your house?
    I had a nurse that come once a week, and around-the-clock
     care by my parents and Morgan.
     she do? Change the dressings and stuff?
     No. She would come and just kind of -- in my opinion,
     she just come to kind of check me out and make sure that
     everything is doing good, make sure my pills are being up
     to date and --
     -- they're being taken right.
    Okay. And when you did in-home physical therapy, were
     they working on building strength --
     -- or more stretching?
    Okay. Did the physical therapy help?
    And at the time you were doing physical therapy, you
     still didn't have your hip replaced yet, correct?
     Okay. So you're doing physical therapy with a bad hip?
```

enkal i rha a ripkahoroski net Firm Registration NET (008139

Possibly two bad hips? Yep, in a wheelchair. In a wheelchair, And at that point in time, it was a lot of stretches and trying to build a little bit of muscle back in my arms. Okay. Between the hospital and Mary Free Bed? Okay. Where else did you treat? Mary Free Bed and Butterworth Hospital are really the And then I had AdvisaCare come out for my in-home care, the physical therapy and the nurse, is where they were Advise...? AdvisaCare. Who was prescribing medications? Because you had to have been on some type of painkillers or muscle relaxers or There was a lot of them throwing medications at me at

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

The hospital and Mary Free Bed; they both were? Yes. Okay. Fair enough. When you would -- would you get a prescription that would have to be filled? Yes. Do you know what pharmacy? I usually use Walmart pharmacy in Mount Pleasant. Okay. And somebody from your house would go, your parents or somebody, would go pick up the meds for you? Okay. Once you were released from Mary Free Bed, did you go back to your parents' house in Lake? Okay. When you were at your parents' house in Lake, is their house like a two story or one story? Just a one story. Okay. So you didn't have to go up and down stairs? You were in a wheelchair at that time? Did they have to -- was there a ramp? How do you get the wheelchair in and out of the house? They got -- there's just a little, I quess, like a little step, I guess you would want to call it, or a speed hump.

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rha@ripkaboroski.net Firm Registration NO:008139

What I called them. That was really the only thing that -- that was the biggest obstacle of getting in is Okay. And then once you were in the house -- and I have to ask these questions. Yeah, you're fine. If they're embarrassing, I apologize ahead of time. When you had to use like the restroom, could Not at first, no. My dad had to revamp the bathroom door to -- so I could get the wheelchair in. Okay. Was there any other construction that he had to do en the house? He had to remodel the -- or, well, I guess not remodel, but redo the floor in the living room. It just -- every time I'd step. I'd just start rolling. It was all off center, so they had to redo it. Okay. Could you get in and out of your bedroom? The door was a little small, but the wheelchair went

Ripka, Boroski & Associatos, LLC (800)542-4531/(810)234-7785 PAX(810)234-0660

through it, so --Little tight. Couldn't get your fingers down in between. Was there any other modifications that they had to do inside or outside of the house that you know of? Outside of the house, they had to do quite a bit of work for me to be able to go out and enjoy myself outside. They had to completely level the yard coming down out of the driveway. And they had to make a trail for me, more or less, so I could get back and forth to the vehicle. So you didn't go straight; kind of wound your way up to Okay. And then my dad was able to make it to where I could go straight up out of the door right to the vehicle. Okay. How long were you in a wheelchair for? Oh. I was -- I'd say I was in a wheelchair from about September to approximately about June of this year -- or And then went to crutches from there. I guess it might have been sooner than that, about springtime.

email dea gripkaboroski get Finn Registration NO 008139

All right. Were you still in the wheelchair at the time of your hip surgery? Okay. So sometime in the spring of '17? I was on crutches when I had the hip surgery. Once you got out of the wheelchair and started using the crutches, is that when you could -- was the hip pain increased ----- or it was just constant? At the time it was still broke. I didn't have no pain at all from the hip when it was broke. I have more pain in it now than when I did when it was I think a lot of that is I got used to nothing being there, it all being free flow. I mean, don't get me wrong, you hit it just right and you crumple the bones together, yeah, that hurt, but --Okay. When they did your hip surgery, did they tell you

State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition of Jacob Myers

| Sub-Exhibit 4: March 2, 2018 Deposition But because I see him in his office, from the hospital, and his doc -- his name is Dr. Lee. He is a cardiovascular heart specialist. And then for the hip I

Ripke, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbe@ripkabercaki.net Firm Registration NO:008139

```
your shoulders, your neck, your back; things of that
The shoulders I have a little bit of issues with. My
back, I can see that becoming a problem because of the
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emnil: rbu@ripksboroski.net Firm Registration NO:008139

```
limp. And I was told that I'd wind up getting back
     problems from that.
     So when you walk, you don't have like a normal walk, you
     walk with a limp right now?
     And I probably will the rest of my life.
    That's what I was just going to say. The doctors told
    Okay. And because of that, they, the doctors, kind of
     told you that you may have issues on your lower back
     because your hips are kind of tilted a little bit?
0
    Okay. What about your neck?
    My neck, no.
    And you said you have pain going into your leg?
     Where does that pain begin?
    About right at the top of the hip.
     Is it just a constant pain or like a shooting pain or --
```

email rbu a ripkaboroski net Firm Registration NO:008139

Some days it makes you feel like you're on fire. How often do you have the pain doing into your leg? Usually, every morning. But after I get up and get my meds in me and start moving for the day, it slowly and down your back? Up and down my back every now and then. into your shoulders at all? I have them right in the shoulder, right in the cups (sic) of the shoulders I guess is what you'd call them, yeah. Rotator cup (sic), there you go. Yeah. Did the doctors say anything about your shoulders? Okay. So we talked about Butterworth. We talked about Mary Free Sed. Talked about the nurse and the physical Did anyone refer you out anywhere else? Did Mary Free Bed refer you out, or did Butterworth refer you -- I'm aware of. Not for specialists. Okay. Or imaging or anything like that? No. Everything -- all my imaging was done through

Ripka, Boroski & Associates, ELC (800):542-8331/(810):234-7785 FAX(810):234-0660

### State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

Spectrum --Q Okay. -- either Big Rapids or Grand Rapids. Okay. So you went to Spectrum in Grand Rapids as well? Q Is that Butterworth? Α That's Butterworth. All right, I'm not from that side. I'm from this side, All right. So when you're -- going back to the accident for just a minute, when you're at the accident scene, the EMT's -- the EMT's/fire department was there, your parents were there. Did anybody else stop to try to assist or help or anything like that? Okay. And your car was off the road? 1.9 So it didn't get hit by any other cars or anything? 0 0 I was about 300 yards off the road, so --

Ripks, Boreski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
But like I told everybody else, I couldn't have chose a
better spot to wreck. It was all open field.
          MS. ROSSI: It was all what?
          THE WITNESS: Open field,
(BY MR. NAWROCKI) Have any of the doctors talked to you
about future surgeries?
I'm gonna have to have my right hip replaced eventually
in the future, and I will possibly have to have my left
No. Done. The left hip isn't done.
The left hip --
I'm sorry.
-- was the one that healed on its own.
Did they give you any time frame for that or not really?
Not for the left hip. And for the right hip, he said it
could be a range of 10 to 15 years. He don't know.
Depends on how fast I wear it out.
Fair enough.
Because like he said, I'm the youngest patient he's ever
put one in. He said usually 20-year-olds aren't in for
```

CEIVED by MSC 3/11/2021 4:44:55 PM

Q But on the flip side of that, you recover better. That's true. Faster. Okay. And you're in a wheelchair? Q (Nodding head affirmatively) You have a pacemaker? (Nodding head affirmatively) Did they give you any other devices; a came, a TENS I had -- oh, what do you call them things? -- a walker. I walked with that for about a month. Then I got tired Okay. All right. When did you stop using, I guess, About a week after the hip surgery. No. Yeah, a week or two after the hip surgery, Just after the staples come out. When you had your hip surgery, that was at Butterworth?

Did they make you walk that day or the next day? Okay. And then when physical therapy was at your house and the nurse, did they give you any like stretching bands or anything like that for you to use? No stretching bands. Okav. Did anybody come when you were doing physical therapy and give you like massages or anything like -- or hot and cold packs? Did they hook any devices up to you, like little electrodes with a wire that sounds like electric ---- stimulation? Okay. All right. Now, with your heart being damaged, and you have the pacemaker now, is there any issue with your heart or circul -- the blood pressure or anything of that

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7705 FAX(810)234-0660

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

They have me on blood pressure medications ---- just to keep my blood pressure regulated where they Okay. What other meds do you have right now? Let's see here. I've got gabapentin, Entresto, metoprolol ER succinate. Meto ---- ER succinate. No, that's on the metoprolol. And then I'm on a stool softener and famotidine ... I'm drawing a blank here. If it comes to you, let me know. But there's others? Okay. All right. And then after the accident, after Mary Free Bed, you go home. Your parents are helping My parents and my girlfriend, yes. 21 Okay. Are they doing -- what could you do When you got Okay. Fair enough. They were doing the chores on your

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
Okay. Are they still doing the chores on your behalf?
Ckay. What can you do now?
Chore-wise? Yes?
Yes, sir.
The dishes, the garbage, laundry, clean the house, sweep
and vac -- sweep,
Okay. When could you start those?
Just after the hip surgery, just shortly after the hip
surgery, I was really able to start doing a lot of it.
Okay. Like a couple days after, couple weeks after?
I would say about a week after.
After I got used to having something in my hip.
All right. And then I know -- you know what attendant
care is? Like where they attend to you personally with
like grooming, showering using the restroom, changing
vour clothes --
-- things of that nature?
         I know right after -- when you came home,
you're in a wheelchair still recovering, so I'm assuming
they had to help you with that?
Yes.
```

Ripke, Beroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

```
What did they have to help you with?
    I needed help getting dressed. I had to have help
    showering and help transferring to use the toilet.
Q
    Okay. And then --
    And getting in and out of bed.
    Okay. How long -- until when?
    It was, I'd say, probably a month or two like that.
    Okay. What about after your hip surgery?
    After the hip surgery, I haven't had no help.
    Okay. Did they have to help you right after the hip
    A little bit, yes.
    For a week or two?
    About a week or so, yeah.
    Okay. Have you gone back to work?
    Not fully. I'm kind of helping somebody right now.
    Part time?
    Couple days a week
    What are you doing?
    Just helping the guy that I was working for before the
     accident move equipment.
```

```
0
     Over with Irwin Farms?
A
     Okay. Now, I grew up on a farm. I know how many hours
     you work. Before the accident, you were working --
     Seventy to eighty hours a week.
     Okay. How many hours are you working now?
     I'm lucky if I work 20.
               NS. ROSSI: I'm sorry, what?
               THE WITNESS: Lucky if I work 20.
               MS. ROSSI: Thanks.
     (BY MR. NAWROCKI) And when did you go back to helping
     Okay. So like mid -- right around Valentine's Day?
     Okay. And are they paying you for helping out?
     Same as before?
    As of right now, no. But like I -- like we have talked
     about it. You know, we keep every -- all the records and
     everything just in case at the end of the year we decide,
```

### State Farm's September 6, 2018 Motion for Summary Disposition

```
Oh, it's a produce --
  24
     Okay. I'm sorry.
       Okay. What else?
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaboroski net Firm Registration NO:008139

```
2017.
Okay. Did they give you any lifting restrictions after
```

the accident? When did they remove those? Okay. How much -- what's the restriction? Between 20 and 50 pounds. And I can't lift above my head. Okay. Are they worried about your hip? No. They're worried about me pulling the cord that comes from the pacemaker to the heart out of my heart. That wouldn't be good. What other restrictions? That's all the restrictions I have. So he is -- my -- the guy that I've been helping, he's kind of -- wants me to play with it a little bit just to see what at the farm we can do with me and not have to vorry about any of these restrictions. Fair enough. Trying to avoid them. All right. Have you ever applied for social security disability? Yes, I have.

Ó Did it get approved? A I didn't know I could up until about a week ago. Okay. When did you apply? I applied December of 2016. Okay. All right. I'm assuming that's because of the injuries because of the car accident? Right now, you're not in any physical therapy? The last time you had physical therapy was after your hip And that ended in the spring of 2017. And then shortly after that, you had your hip surgery? Okay. All right. When you pick up your medications, do you have to pay a co-pay?

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

200	Ω	When you went to any of these doctors, any of them that
è		you treated with because of this accident, including the
3		nurse, physical therapy, the pharmacy, did you ever give
é		them the Medicare or Medicaid card?
8	A	They asked for it, yes.
ě	Q	Okay. And the reason why I'm asking is, if Medicaid paid
9		something, we may have to reimburse them. So there
ű		might be
3	A	Right. And I
10	ō.	so there might have to be a lien with that.
11	A	Right.
12	Ω	Okay.
13	A	But, usually, if it's got to do with the accident, I make
14		sure that I tell them. You know, I give them the
15		Medicaid card just to be on the safe side.
1.6	Ď	All right.
1.7	A	That's just one less phone call I got to worry about;
1.8		somebody wanting their money.
19	Q	The medications we went over before, you're still taking
20		these today?
21	A	Yes.
22	Q	Okay. When you drive back and forth to your doctors'
23		appointments or the pharmacy or anything like that, are
24		you or whoever's driving you keeping track of mileage?
25	A	No, but I know exactly how many miles it is from my house
	1	

Ripke, floroski & Assoutings, LLC (800)542-4531/(810)234-7795 FAX(810)234-0560 emsil: rba@ripkaboroski not Finn Registration NO:008139

```
to the pharmacy.
It is 32 miles from my house to the pharmacy.
Fair enough. And then Grand Rapids-Butterworth or Mary
They're about 80 miles from my house.
Okay. And has a transportation company ever came to
drive you back and forth --
Now, I know your parents and your girlfriend Morgan
helped you out after the accident --
-- with replacement services, doing chores and attendant
care attending to you personally. And you can get
reimbursed for those, okay? Who would be reimbursed?
Would it just be your parents or --
My parents and Morgan.
And Morgan?
(Nodding head affirmatively)
Okay. So, basically, is Morgan expecting to be paid for
helping you out?
I told her I would, yes.
Okay. Same with your parents?
```

CEIVED by MSC 3/11/2021 4:44:55 PM

A Yes.

Q Okay, Did they keep like a log or a track or a calendar or anything of what they helped you out with?

A I'm not a hundred percent sure on that, but I can find out.

Q Okay.

A You know. When I get home, I can ask them, you know, find out.

Q Okay. And if they did, could you just turn it over to your attorney?

A Yes, I can do that.

Q All right. Is a nurse still coming to your house?

A No.

Q Did she stop around the same time the PT stopped?

A Yes.

Q Now, I may have asked you that, but I forgot. How long were you -- how long were they coming to your house for?

A From the end of September to the spring of 2017.

Q Okay.

A And I guess -- well, insurance quit paying is why they quit coming. I guess insurance quit paying, so they quit coming.

Q And because of this accident, you made a claim with auto insurance companies.

A (Nodding head affirmatively)

tipka, Boroski & Associates TTC RWNSD-3533-8810-731-7594-9-8-7-8-00-731-00-00 cutal that a ripkahoroski net

Do you know which ones?

A MetLife is the only one that I am aware of that was -- a claim was made through.

Okay. And do you know if MetLife paid anything?

A No.

No, you don't know, or no, they didn't pay?

No, they didn't pay anything yet.

Okay. Do you get medical bills at the house?

Yes.

Is that from basically the date of the accident through today?

A Yes.

Okay. Do you know if the hospital bills were paid?

No.

They weren't paid?

No.

They weren't paid?

A Were not.

Okay. Did anybody pay for any wage loss?

No.

Replacement services?

No.

Or attendant care?

A No.

Mileage?

lpka Boroski & Associates, LLC 80015 (2-45317/810)234-7785 FAX(810)234-4660

Righa, Heruski & Associatos, I.I.C (800)542-4531/(810)234-7785 FAX(810)234-0660

email i iba a ripkaboroski net

email: rha@ripkaberozki net Firm Registration NO:008139

# State Farm's September 6, 2018 Motion for Summary Disposition

```
Name sounds familiar, yes.
      Okay. How about Beth McClain, maybe that's --
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

cmail: rba@ripkaboroski net Firm Registration NO:008139

```
23
         -- or '16 that you got the car?
         Yes.
```

Ripke, Bereski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emzil: rha@ripkaboroski not Firm Registration NO:008139

```
1162
Q
     116.
               And how much did you buy the car for?
     And did you split that with Morgan, or how did you guys
     We used both of our tax money to do it.
     Sure. All right. And who did you purchase it from?
    Has... Haster's. It's a mechanic shop in St. Johns,
     Michigan.
     Okay. And when did you put the title in your name, or
     did you ever put it in your name?
     We had the title transferred within, I'd say, roughly
     about 24 hours after buying the vehicle.
     Who was it insured with?
    And who is the policy's -- I should say what name was the
    Okay. Any particular reason why Joann was the named
    Was the named insured?
```

emad: rha d'apkahoroski net Firm Registration NCE/008139

Well, let me back up here. When we first bought the Okay. -- for a little while, and she wanted her -- to go on her grandma's insurance. So I pulled the insurance off of it and it went in her grandma's name. But I never signed off the title. Okay. Do you know about when that was when you pulled the insurance from that vehicle? I'd say it had to have been about April. April? Okay, And does... I'm sorry, Strike that. Did you at any point before the accident live at the Vernon address? At any point before? That's where I was born and raised, Okay. And when did you move out of the Vernon address? I'd have to say about a year prior to the accident. So

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

I'd say probably August of '15. Okay. And where did you move to? We moved to -- I moved to Lansing with my girlfriend to her other grandmother's house, Denise Hawkins. Q Okay. And was that the City of Lansing? No, it's actually Grand Ledge. Okav. And would that have been the Guinea address --Okay. And you were there for roughly how long? 12 About six months. And then moved in with Joann Hvatt Okay. Do you recall when you changed the address for your license to the Vernon address? Just shortly after I come home from my accident. So, I'd say about September/October area. 18 Okay. And the '90 -- I believe you said '97 GMC that 0 19 your parents owned, do they still have it? 20 Okay. Do you know when they got rid of it? They got rid of that in December of '16. Do you know what they did with it? It went to the bone yard, junkyard. It was falling

email: rba@ripksborooki.net Firm Registration NO:008139

Okay. Did you ever see or have any knowledge of Beth McClain owning, driving, maintaining that vehicle? She drove it every now and then, yes. Okay. Did she help pay for it? As far as I know, her name was on the title. Her name was on the title? 1.2 Okay. Do you know why? Okay. Was it is always like that or was that a change? I'm not for sure a hundred percent on that. That's okay. And, previously, you testified that sometimes 10 you would take Motrin after work. Was there any 15 particular reason? Just soreness? 20 23 And where would you experience the screness? In my lower back from lifting all day at work ---- or being bent over working on something. Fair enough.

And after the 2011 accident, I understand you did not report to the hospital, but did you ever seek any sort of medical treatment? A No. 0 Okay. Not due to that accident, no. And if you had like a cold or a flu, where would you go to take care of it or see a doctor; like an urgent care An urgent care, yes. Was there one in particular that you would go to? There is one out on I want to say it's Bluegrass Road in Mount Pleasant that I'd go to, just because they're not 0 Just kind of off the beaten path a little bit, so ---- just easier to go to them once Okay. And correct me if I'm wrong. I want to make sure I'm understanding this correctly. After the hip surgery, most of your doctors' appointments, they've been more follow ups and sort of check ins, making sure you're good, or as I wrong here? Most of them have been, for the most part, just

email: rhad ripkahoroski net Firm Registration NO 008139

-- you know, and to make sure that everything is healing properly, everything's going right, you know. And that's with the hip surgery, yes. With the heart, they're still trying -- they're -- they got me on a new trial drug right now, a trial pill. It's supposed to bring me out of heart failure and improve my heart. And that's what took me so long downstairs is they just called with the blood work on To make -- because they got to check my blood work because I quess it can counteract with the kidneys and shut the kidneys down and stuff like that. But other than that, though, I mean, they're just trying to bring my heart back and get it working right. And, hopefully -- their goal is to get the pacemaker out of my Before the accident, did you ever have any issues with your heart? Okay. And, earlier, correct me if I'm wrong, I thought you said something about a blockage. Was there --

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

### State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

And --There was a blockage. They think the blockage is from when -- the accident, because the artery that I severed, the blockage was just in another artery just beside it. So it was just a blood clot is all it was. I sec. So they think it was just from the accident. Okay. Did you ever apply for social security disability Because I'm that type of person, I won't apply for it if I don't think I need it. Q If I can still work, I'm gonna work. Okay. Did you try to return to work before just a couple weeks ago? Like maybe back in 2017, did you ever go back to Irwin's and say, "Hey, I think I can give it a shot," or anything like that? I didn't call him and tell him, you know, "I can give it a shot." You know, we talked about it, yes. But like I told him, I didn't want to come back to work until I had the okay from my doctors to come back to work. Because

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

emsil: rbs@ripkaboroski net Firm Registration NO:008139

in my mind, I was ready to go back to work the day I come home from the hospital, but it wasn't happening. That's probably for the best. Okay. I guess I'm jumping around a little bit here, Oh, you're fine. -- pardon me. But what kind of equipment are you moving at Basically, just like field cultivators, planters, disks, tractors. I mean, I mainly just sit on my butt and Okav. 0 For the most part. Nothing real hard. Drop a pin, and I'm gonna go. Have you seen any other doctors or had any other medical providers that we haven't talked about already? 23 Okav. After I come out of the hospital, it's mainly been just the heart doctor and the hip doctor, and then just follow up with like your family physician and the rehab. But

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

that you were driving?

couldn't tell you.

ever come talk to you? (Shaking head negatively)

Besides my attorney, but ...

What do you mean by that?

Because my name is on the title of the vehicle, so I

Okay. At any point after the accident, did the police

As we sit here today, do you ever intend to treat for any sort of brain injury in relation to the accident?

Earlier, we talked a little bit about a possible brain

injury that you might be experiencing. You said you had

not treated for anything in regards to that yet. Do you

Because I know you'll get long-term effects of something

like this, so, I mean, yeah, maybe later down the road if

something comes up where, you know, I start forgetting a

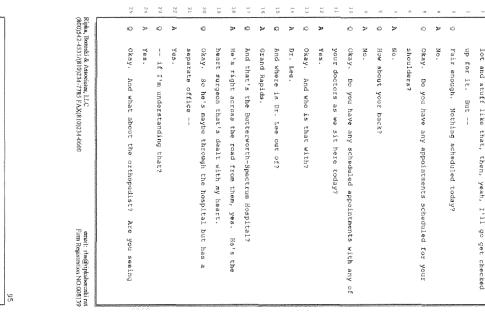
intend to treat for a brain injury at some --

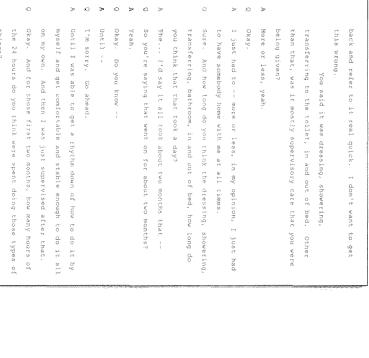
emnil: rba@ripkaborozki net Firm Registration NO:008139

CEIVED by MSC 3/11/2021 4:44:55 PM

```
Q
     Okay. Do you have a family physician now?
     And how long have you been seeing Dr. MacDonald?
     Since I'd say about November 2016.
    Okay. And do you see him for anything related to the
     Just if my prescriptions run out of refills, I see him
     for that, and, you know, the common cold and stuff like
               Do you recall the police coming to the scene of
     the accident?
           Do you remember having any conversation with them?
     Nope.
     Okay.
     They never talked to me.
     You never talked to them?
     Okay. Have you ever seen the police report before?
    Okay. Do you have any idea why on the police report it
     would list that you were not the owner of the vehicle
```

email - rha y ripkahoroski net Firm Registration NO:008139





47	de	43	EL	Ami	
30	ю	Þ	Ø	≫	000000000000000000000000000000000000000
া প্রাণ	And did you get driven here today?	a day, roughly.	Okay.	I'd say probably all together about an hour and-a-half	36

Ripka, Bonski & Associates, LLC (800)542-4531/(810)234-7785FAX(810)234-0666

slept at night.

And would you say that other than -- let me go

		:	-21		579 100		5-1 154	30°	dec	;** G**	62 52	910 <sup>1</sup>	č		7. ************************************		*	47	de:	ų.	E.J.	
20		0		≫	0		)3#	*0	>		0	24	0	**	0	) Jan	Ю	≱a	0	201	Ø	≫
	you didn't feel up to it or whatever?	Fair enough. So, it's not necessarily related to like	with no plates and license and stuff,	I don't need to be driving a vehicle around down here	Sure,	it's kind of hard to get insurance right now, so	So, you know, without a vehicle of your own obviously,	Okay.	I just I don't have a vehicle of my own.	today?	Okay. Any particular reason why you had Morgan bring you	୪୯୫/ ଅଖ'∂୩.	And you are driving right now?	My girlfriend.	O Kay.	Worgan.	And who drove you here?	i <	And did you get driven here today?	a day, roughly.	Okay.	I'd say probably all together about an hour and-a-half

Joint Appendix - Volume II

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

I just didn't have a vehicle worthy enough to get here

Page JA352

# State Farm's September 6, 2018 Motion for Summary Disposition

23 were exchanged. And it was just better that we didn't 24 talk to each other because we didn't have nothing good to

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaberoski.net Firm Resistration NO:008139

```
State Farm's September 6, 2018 Motion for Summary Disposition
Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition
Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

27

28

With.

Q Okay.

A And I didn't feel like borrowing snybody's car. Because
if it breaks, then, you know, thet's on me.

O When you left the Vernon house, did you still have like a
bedroom there with furniture in it when you left or

Was --

A I had a bedroom, yes. And just when I left, I took
everything. All's that was left was just a few pictures
on the vell and anghe a dreaser and a nightstand. But
that's about it.

O Okey.

A No. I have you were had any conversations with either Joonn or
Moryan about why the insurance ism's paying?

A No. I have you were had sny conversations with either Joonn or
Moryan about why the insurance ism's paying?

A No. I have not.

O Okay.

O Okay.

A I had a bedroom, yes. And just when I left, I took
wore were my daughter.

O Okay.

A I had a bedroom, yes and just when I left, I took
wore were my daughter.

O Okay.

A I twa ower my daughter.

O Okay.

A I that ower my daughter.

O Okay.

A I twa ower my daughter.

O Okay.

TIE UTINESS: I transling to the fall in the the fall in the fall in the twa ower my daughter.

O Okay.

O Okay.

O When you left the Vernon house, did you say you had the falling out the fall in the fall
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       the question for you. If you don't ask me to restate or
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          23
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       rephrase the question, I will assume that you've
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        understood it and you've answered to the best of your
```

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rbs@ripksborcski.net Firm Registration NO:008139

```
Okay.
My apologies in advance. I will too be jumping around a
lot asking follow-up questions from some of the
-- counsel asked and asking some questions of my own,
          Did you graduate from high school?
Okay. What high school and what year?
I graduated from Chippewa Hills High School in Remus,
Where were you living at that time?
At the time I graduated high school?
I was living at the Lake address with my mom and dad.
And what is that address, please?
11328 West Vernon Road, Lake, Michigan.
And what's the ZIP code?
At that time, the time of your high school graduation,
who was living at that address with you?
Let's see. There was my mom, Stacy: Kelly, y dad:
Mikayla, my sister; and Brianna, my sister.
Who's older, Mikayla or Brianna?
```

emid. The o upkahoroski net Firm Registration NO 008139

And how old is Brianna now? And so then it goes Brianna, you and Mikayla? Nope. It goes me, Brianna and Mikayla. Oh, you're the oldest. I'm sorry. And how old is Mikayla; 18 you said? Okay. Anyone else living with you and your family at the Not that I can recall. How did you meet Morgan? Me and Morgan met fifth grade year at Owosso Elementary Did Morgan attend Chippewa Hills High School? When did you and Morgan start having a relationship? We started having a relationship May of 2013, just after we graduated. What high school did she graduate from? Owosso High School, If I'm not mistaken, I do believe she was living with her

grandmother Joann Hyatt at the time. And would that be in St. Johns? Oid you work after high school graduation? A Q Where were you working then? After graduation, I was working with Irwin Farms. Were you working anywhere else? Not at the point in time when I graduated high school, And when would your next job have been? The next job would have been All Auto in Lansing. What year would that have been? Okay. Where were you living at that time? With Denise Hawkins, her -- Morgan's other grandmother in Grand Ledge. 18 Okay. So just so the record is clear, it's my 19 understanding according to your driver's license --The one that's on my driver's license. Oh, I'm sorry. So that's 9800 Guinea Road, Grand Ledge. Michigan 48837, correct?

email: rba@ripksboroski net Firm Registration NO:008139

```
Okay. When did you move to that address?
         We moved to that address I'd say January of 2014.
         Okay. So less than a year after you graduated from high
   A
         Yes, ma'am.
         What was the reason for moving into Denise Hawkins' home?
         We just -- she needed help with her horses, and we
         to go help her for a day and then stay the night and come
         home. We were doing that twice a week. So, it was just
         easier to move in with her and help her for a little
         When you moved in with Denise Hawkins, Morgan moved too,
         Was anyone else living with you, Denise and Morgan in
         January 2014?
19
         Her husband Carey.
         Is his last name Hawkins?
         Anvone else living there?
         And her son Jake Hawkins.
```

So would that be Morgan's uncle? A When you moved into the Hawkins' residence in January 2014, did you own a car? What kind of vehicle? She had a Postiac Grand Prix I do believe it was. Did that vehicle have insurance on it? As far as I know, it did. Who was that vehicle insured with? I'm not for sure on that. Was Morgan a named insured on a policy -- on that policy of insurance on that vehicle? As far as I know she was, ves. Okay. How would you get to work at that time? She would drive me back and forth to work. Was Morgan working at that time? So, you moved to the Hawkins address in January 2014,

enort - rba a ripkabaroski net Firm Registration NO 008139

Then you start working at All Auto in Lansing; it that Correct. When is your next job after All Auto? About six months after that. Where do you go then? Did you move back to your mom and dad's? Okay, What period of time would that have been? Of 2015? Did you move all your belongings back to your mom and dad's house --Yes, ma'am, I did. Let me finish my question. Did you move all of your belongings back to your mom and dad's house in Lake, Michigan, at that time? When you moved back to your mom and dad's in June of 2015, did Morgan move with you? Were you working anywhere else other than Trwin Farms at that time, June 2015?

email: rha@ripkaberoski net Firm Registration NO:008139

## State Farm's September 6, 2018 Motion for Summary Disposition

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

ermili: rba@ripkaboroski net Firm Registration NO:008139

		Sub-Exhibit 3: March 2, 2018	Deposi		on of Jacob Wiyers
ř		105	ſ		
1	A	No, ma'am.	1	Q	What happened to All Auto?
2	Q	Did you own a vehicle at that time?	ż	Α	We I didn't make it there. I wound up getting fire
3	А	No -		Q	How come?
4	Q	Did Morgan own a vehicle at that time?	4	A	Tardiness more or less. My daughter got sick, and I
8	A	Yes.			told to get my priorities straight. And I wound up
6	Q	Would it have still been the Pontiac Grand Prix?	à.		saying the thing something and got fired.
2	A	Yes.	*	Q	You wound up what?
8	Q	How long did you work or strike that.	#	A	Wound up saying something to him and got fired. Beca
9		Then after going back to Irwin Farms in June	9		he tried to tell me I needed to get my priorities
10		2015, when is your next job?	10		straight because my my job was more important than
11	A	It would have been O'Reilly Auto Parts, I do believe.	11		family.
12	Q	And where was that located?	12	Q	How do you spell Sage?
13	A	St. Johns. And that's we moved back down to St.	13	A	S-A-G-E.
14		Johns, oh, I would say about September of '15 or so. It	14	Q	And what's her middle name, Maybell?
15		was right after harvest season.	15	A	Maybell.
3.6	Q	And that's when you moved in with Joann Hyatt, correct?	18	Q	Can you spell that, please.
13	A	Yes, ma'am.	3.7	A	M-A-Y-B-E-L-L.
18	Q	When was Sage born?	18	Q	And what's her last name?
19	λ	May 20th of 2014.	19	A	Myers.
20	Q	So, were you living with Denise Hawkins when she was	20	Q	What's the status of your current relationship with
21		born?	21		Morgan?
22	A	Yes, malam.	22	A	Separated.
23	Q	Why did you move from Denise Hawkins' back to your	23	Q	And what do you mean by that?
24		parents' house?	24	A	We're not together right at the moment.

We just -- not making it as a couple Up until a week -- or at the time you decided to separate a week ago, where was Morgan living? Q When did Morgan move to Lansing? February of 2017. Where in Lansing does she live? I guess it's the Grand Ledge address, the one that's on Oh, so she moved back with ---- her Grandma Hawkins? Why did Morgan move back With Denise Hawkins in February Job opportunities I guess is what I'd say to that. Any other reason? Not that I'm aware of, no. Where was Morgan living in February 2017 before she moved With me at my parents' house at the Lake address. What is Morgan's current cell phone number?

Is Morgan currently working? diesel exhaust fluid, out of Powlerville. Was she working anywhere after February 2017 when she was living in Lake? Where was she working? About four months, roughly. What was she doing there? It's my understanding that she was working there before this accident; is that correct? Okay. It's my understanding that she was working there for about two months before this accident; is that I guess. I mean, I'm not real good with dates. So in September 2015, you moved from Lake to Joann And you start working at O'Reilly's; is that correct?

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaburoski net Firm Registration NO:008139

17-012213-NF

#### State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers

And what were you doing there? I was a parts specialist. A Q Were you full time or part time? Full time. A 0 Was Morgan working at that time? I think she was still working at Peckham in Lansing. Is that another factory? What do they do there? They make -- well, the line she was on there, they were making clothing for the armed forces. And Sage was with you at Joann Hyatt's; is that correct? Yes, ma'am. Okay. Who would watch Sage when you went --Day care. 19 Let me finish my question. Day care. Was Joann Hyatt working ---- when you moved in with -- let me finish my question.

email: rla@ripkaboroski.net Firm Registration NO:008139

Was Joann Hyatt working when you moved in with her in September 2015? Okay. Where did she work? Yanfeng I think the name of that place was. It's in Is that an automotive supplier or --They make parts or something like that. When you moved in with Joann Hyatt in September 2015, how would you describe the relationship you had with her? It was okay. We got along. Did you ever pay rent when you moved in with Joann in September 2015? 1.19 19 What was your arrangement with her? The arrangement was I had to pay what the rent went up, which was \$45 a month extra, and that's all she made me Did you have to pay anything else? Just for our food and -- help with the food and stuff. What about utilities or --

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkahoroski.net Firm Registration NO:008139

CEIVED by MSC 3/11/2021 4:44:55 PM

```
That was all included in the rent.
Q
     How many bedrooms did Joann Hyatt's apartment have?
    Were You. Sage and Morgan in a bedroom --
    Yes, ma'am.
              How many bathrooms?
     Who made the decision to move from your parents' house
     into Joann Hyatt's apartment?
     It was a -- it was more of a -- kind of agreed. It was
     -- We both agreed on that.
    We got both agreed on moving in there because there was
     more job opportunities in St. Johns than what there is
     around av area.
    When you moved in in September of 2015 to Joann Hyatt's
     apartment, did you own a vehicle at that time?
     When did you have your truck?
    I bought my truck about three months after we moved into
    Okay. So we're talking approximately December 2015?
```

email: rba@ripkaboroski.net Firm Registration NO 008139

And it's my understanding that you did have insurance on it: is that correct? Yes, ma'am. That was through Esurance you said? And how long did you have that truck for? I had that truck on the road with insurance on it for probably three months. So until approximately February 2016? Or March of 2016? What happened to that truck? The clutch went out of it, and I didn't have the money to fix it, so I had to park it. Was anyone else -- or strike that. Were you the named person on the Esurance Was anyone else on that policy? So you had -- okay. So you had the truck at the same

# FILED IN MY OFFICE

# State Farm's September 6, 2018 Motion for Summary Disposition

1	time you had the Mountaineer	ľ		
* 1	time you had the Mountaineer			]
1	L Company of the Comp	1-	Q	With who?
4 4	A Yes, ma'am.	PH.	Α	My friend David.
	Q for a period of time?	×	Q	What's David's last name?
8 3	A Yes. I bought the truck. And then about a week later we	i	A	Bandt.
6	bought the Mountaineer.	*	Q	Spell it, please.
* 4	Q Okay. How long did the Mountaineer have the Esurance	4	Ā	B-A-N-D-T.
4	insurance on it?	٢	Q	How long did you live with David for?
T .	A Oh, shoot. Couple months at least.	a a	A	Oh, shoot, I'd say about a month or so.
* .	Q What happened to that policy of insurance?	9	Q	Bid you move all of your belongings to David's house?
10	A We took it off when me and Morgan split and we split	10	Α	Not all of them, no.
11	up, and then just shortly after we split up, she asked me	17	Q	What did you move to David's house?
12	if I'd take the insurance off of it because she wanted to	12	A	Just my clothes and personal things that I needed for
13	put it in Joann's name, the insurance.	13		work.
14	And I said okay. So I pulled the insurance on	3.4	Q	So the spring of 2016 you pulled the insurance with
15	it.	15		Esurance insurance off of the Mountaineer, correct?
16	Q So would that have been in the spring of 2016?	16	A	Correct.
17	A Yes, ma'am,	17	Q	And then you indicated that Morgan wanted to get
7.6	Q When you and Morgan split up in spring of 2016, did you	18		insurance through her grandmother; is that correct?
1.9	move back to your mom and dad's?	19	A	Correct.
20	A No.	20	Q	It's my understanding that you are not on the MetLife
23 (	Q Where did you stay?	21		policy of insurance for the Mountaineer; would you agr
22 1	A Over in Perry. I was still working in St. Johns at the	2.2		with that?
23	time.	2.3	A	Yep.
24 (	Q So you stayed where?	24	Q	And it's my understanding that the MetLife policy is i

Ripks, Beroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

	r——		114
į.	Q	With who?	
ž.	A	My friend David.	
¥	Q	What's David's last name?	
i	A	Bandt.	
3	Q	Spell it, please.	
g	A	B-A-N-D-T .	
٢	Q	How long did you live with David for?	
d	A	Oh, shoot, I'd say about a month or so.	
9	Q	Did you move all of your belongings to David's house?	•
10	A	Not all of them, no.	
11	Q	What did you move to David's house?	
12	A	Just my clothes and personal things that I needed for	
ijJ		work.	
3.6	Q	So the spring of 2016 you pulled the insurance with	
3.5		Esurance insurance off of the Mountaineer, correct?	
16	A	Correct.	
17	Q	And then you indicated that Morgan wanted to get	
18		insurance through her grandmother; is that correct?	
19	A	Correct.	
5.0	Q	It's my understanding that you are not on the MetLife	:
2.7		policy of insurance for the Mountaineer; would you ac	ree
2.2		with that?	
3.3	A	Yep.	
24	Q	And it's my understanding that the MetLife policy is	in
25		Joann's name; is that correct?	

In August, just before the accident.

emsil: rb@ripkaboroski net Firm Registration NO:008139

```
Q
     Did you ever speak with anyone at MetLife --
Α
    Nope.
Q
     -- at any time?
    Did you ever file any paperwork to obtain insurance
    You have to answer yes or no.
              So you live -- move in with David Bandt in
    Perry for approximately a month in the spring of 2016,
    correct?
    Correct.
    Okay. Then where do you go from there?
    there longer than that, because we got back together, and
     I moved in with Morgan for about a week, and then we
     moved to my mom and dad's.
```

So before this accident you moved back in with your mom No. I said I moved back in with Morgan just before the accident. And then we were in the process of moving when the Are you aware that Morgan provided testimony that you moved into your mom and dad's house two or three months before this accident happened? No, I was not aware of that. Would you disagree with that? I -- with dates, yes. Okay. But it's my understanding you're not very good with dates; is that correct? Okay. So, what she testified to could be true? That one there I -- I can highly doubt that one, because What's "up there"? I was driving back and forth to work daily from Barryton to St. Johns. I did that for about two months. Then I'd

emat -rba a ripkaboroski net Firm Registration NO 008139

emint (rbi ø ripkaboniski nei Firm Registration NO (tioX139

Bocause I -- when we were in the process of moving, Joann

emsil: stu@ripksboroski net Firm Registration NO:008139

her that. That was never said.

# State Farm's September 6, 2018 Motion for Summary Disposition

say probably within a week between a week and two weeks two or three weeks, we moved back to my mom and dad's before the accident.  So you were living at your mom and dad's at the time of this accident?  A Not fully, no. My address was still at Joann's.  Okay. But where were all your belongings?  A I had some at my mom and dad's and some at Joann's still.  If Joann also provided testimony that you had moved out two to three months before this accident, would she be wrong?  A Two to three months? No. Because that's about the time frame that me and Morgan split.  Ms. Hyatt provided testimony that you had moved out of her apartment two to three months before this accident? Would you agree with that? And you moved back with your mom and dad at that time?  A No. I disagree with that.  Okay.  A There's a lot of Joann Hyatt's testimonies that are lies. Okay.  A There's a lot of Joann Hyatt's testimonies that are lies. Okay.  A There's a lot of Joann Hyatt's testimonies that moved out the time frames that she's given, some of them are not true.  O Which ones?  Finn Registmion NO:008139
ithin a week between a week and two re three weeks, we moved back to my mom and he occident.  ving at your mom and dad's at the time of My address was still at Joann's.  re were all your belongings?  my mom and dad's and some at Joann's still.  provided testimony that you had moved out bonths before this accident, would she be and Morgan split.  ent back when you strike that.  Hyatt provided testimony that you had moved back when you agree with that? And you moved back and dad at that time?  e with that.  of Joann Nyatt's testimonies that are lies.  Tell me.  frames that she's given, some of them are frames that she's given, some of them are

accident?  Joann Hyatt's.  What mail was going to that address?  All of my mail.  Which would have been what?  Stuff that T've ordered off the Internet, bills, my checks.  Irvin Farms was mailing your checks?  No. When I was living there, I was still wait when I
ident?  nn Hyatt's.  t mail was going to that address?  of my mail.  ch would have been what?  ff that I've ordered off the Internet, bills, my  cks.  in Farms was mailing your checks?  When I was living there, I was still wait when
Joann Hyatt's.  What mail was going to that address?  All of my mail.  Which would have been what?  Stuff that I've ordered off the Internet, bills, my checks.  Irvin Farms was mailing your checks?  No. When I was living thero, I was still wait when
What mail was going to that address?  All of my mail.  Which would have been what?  Stuff that I've ordered off the Internet, bills, my checks.  Itvin Farms was mailing your checks?  No. When I was living thero, I was still wait when
All of my mail. Which would have been what? Stuff that I've ordered off the Internet, bills, my checks. Itwin Farms was mailing your checks? No. When I was living thero, I was still wait when
Which would have been what?  Stuff that I've ordered off the Internet, bills, my checks.  Irvin Farms was mailing your checks?  No. When I was living thero, I was still wait when
Stuff that I've ordered off the Internet, bills, my checks.  Irvin Farms was mailing your checks?  No. When I was living thero, I was still wait when
checks.  Irvin Farms was mailing your checks?  No. When I was living thero, I was still wait when
Irvin Farms was mailing your checks? No. When I was living there, I was still wait when
No. When I was living there, I was still wait when

(2)	77	,	5	"	ē.		*	ø	66-	w/	1.5	**	
			201	0	24	0		Þ	O				
have been the lith.	so and that was the 15th. So, yeah, Saturday would	13th of August. Because I wrecked on a Monday morning,	About the Saturday before my accident, so I'd say the	And that was when was that?	Yes, at that time I was,	You were at your mom and dad's at that time?	this winter,	I was at my mom and dad's helping my dad cut firewood fo	Where were you at that time?	with them from Joann's.	down to visit with Joann, and they brought my check bac	at Joann Hyatt's house. Because Morgan and Sage come	

Mountaineer?

bid Joann Hyart ever ask you for permission to drive the

fou indicated during prior testimony that at the time of

last check from Budget Tire, and that was being mailed.

emad – da *d* apkabaroski net Emi Registration Ni 2008 (39

Joint Appendix - Volume II Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

Page JA358

	g00:000:000000000000000000000000000000	121
ŧ	Q	How many days a week?
2	A	Seven.
4	Q	When would your shift start and when would it typically
1		end, on average?
30	А	On average, I'd usually start between 6:00 and 7:00 in
ţį		the morning and get home between 11:00 and about 2:00 in
3		the morning.
á	Q	You would work until 2 o'clock in the morning, or you
ė		would get home at 2 o'clock in the morning?
0	Α	I would get home from work at 2 o'clock in the morning.
1	Q	Currently, how many days a week are you working there?
	Α	Right now?
5	Q	Yes.
1	A	Between two and three days a week.
5	Q	Do you work the same two to three days, or does that
6		change?
,	A	That just the days vary.
9	Q	Okay. And typically, what would your shift be those two
,		to three days?
,	A	Usually, 8:00 in the morning to like 1, 2 o'clock in the
		afternoon.
?	Q	How do you get to work presently?
3	A	Presently? I get a ride from a friend of mine.
4	Q	Who would that be?
5	A	My neighbor, which is Josh.

Ripka, Ikowski & Azoscistes, LLC (800)542-4531/(810)214-7785 FAX(810)234-0660

```
I have not a clue on the spelling on that.
         Yeager you said?
         Yeager. And it's not spelled like the liquor Jager
         Okay. You indicated you're currently getting paid under
         Okay. Who's paying you?
         Bill, my boss.
         Is he the owner of Irwin Farms?
         Of course.
                   You testified previously that you were in a
19
         prior accident in 2011; is that correct?
20
         And correct me if I'm wrong, did you have prior treatment
         with a psychiatrist?
         I have, yes.
```

CEIVED by MSC 3/11/2021 4:44:55 PM

124

Okay. What did you treat with the psychiatrist for? We never figured out why. When would you have treated with a psychiatrist? Right -- oh, I would say middle of -- I'd say August of 2012 is when I was being seen by them. Mount Pleasant that she was in. How long did you treat there for? Were you ever placed on medication at that time? Have you treated with a psychiatrist or a therapist anytime after this accident? Therapist? As in like physical therapy? Okay. With respect to your heart issue, did any doctor after this accident tell you that that was congenital; something you were born with?

emaid - rba a ripkabajoski net Firm Registration NO 008139

	<u> </u>
Q	Do you currently administer your own medication?
A	Yes,
Q	You testified that your parents owned a vehicle at the
	time of this accident; is that correct?
A	Correct.
ġ.	And it was a conversion van; is that correct?
Z <sub>i</sub>	Yes, ma'am.
Ģ	And did that van have insurance on it?
A	¥es.
Q	And who was that van insured with?
A	State Farm.
Q	Do you know who was the named person on that State Farm
	policy?
A	I thìnk it was Beth McClain.
Q	Okay.
A	It was either Beth or her dad.
Q	And what's her dad's name?
P.	I think it's Michael Gray. I'm not a hundred percent
	sure on that, though.
Q	Were there any other vehicles insured on that policy;
	you know?
A.	Not that I'm aware of.
Q	Were the police ever called to Joann Hyatt's apartment
	when you lived there for any domestic disturbance?
a	No.

Ripka Boroski & Associates TEC (800)542-45337(810)234-7783 FAX(810)234-0660

Ripka, Boroski & Associates, LLC (800)542-4531(810)234-7785 FAX(810)234-0660

email - rbo // ripkahoniski net Firm Registration NO 2008 (39

17-012213-NF

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 1: Myers v MetLife - State Farm's April 12, 2018 Motion for Summary Disposition Sub-Exhibit 3: March 2, 2018 Deposition of Jacob Myers CEIVED by MSC 3/11/2021 4:44:55 PM

	125
٥	They weren't?
A	No.
Q	Have you ever been convicted of a crime involving theft
	or dishonesty?
A	No, ma'am.
Q	Were you ever convicted of a felony?
A	No, ma'am.
0	Ever charged with a felony?
A	Nope.
0	You indicated that you initially filed for social
	security disability benefits and that was denied; is that
	correct?
A	Correct.
0	You also indicated that you just learned that you could
	appeal that; is that correct?
A	Correct.
Q	Do you have any intention on or planning to appeal that
	decision?
A	Not right now, I do not, no.
Q	Did social security ever send you to a doctor to be
	examined?
A	No.
Q	Did you have an attorney assisting you with that?
A	No.
0	Did your parents or Morgan ever keep a log of the

```
household chores or the attendant care-type services they
      were providing on your behalf?
     I am not a hundred percent sure on that,
     Okay. Who would be the best person to ask? Each of
     Probably be just easier to just ask them all, because I'm
     not -- you know, someone could have kept it, and then
      this person not, you know. So it'd just be easier to ask
     Were you over assigned a case manager?
     That's like somebody that goes to your doctors'
      appointments --
0
     -- and stuff if you --
     I was, but I do not remember her name.
     Okay. How long did you work with her for?
     I only met her once.
     Okay. Do you know who referred you to har or who
      referred her to you?
     You listed approximately eight medications that you're
      currently taking. Does that sound about right?
```

```
Were you taking any of those medications prior to this
A
     No.
     How often do you talk to Morgan presently?
Q
     Are you in a relationship with somebody else?
    And you testified that your custody arrangement is 50-50?
    How many days -- so what days do you get Sage?
     So a week with you and a week with Morgan?
    Have you left the state of Michigan at any time since
    Have you taken any trips up north at any point since this
     Are you currently using a case for walking?
     And you didn't bring one to your deposition today,
```

emiol - rba a ripkaboroski net Firm Registration 80 008139

And you're not using a walker today; is that correct? You smoke cigarettes; is that correct? How many a day? All of them. That's one of the worst things they preach. Have you attempted to stop smoking at any time since this After the accident, I quit smoking for about three And then one day I just picked it up and lit a cigarette, and, yep, it was over after that. When's the last time you spoke with Joann Hyatt? Last Friday. And what did you talk with her about at that time? She just asked me how I was doing, and I told her good, and that was pretty much the end of the conversation when I dropped my daughter off to her. Did you ever speak with Joann Hyatt about the testimony

	12:
٥	Did you ever talk to Morgan about the testimony she gave
	prior to this lawsuit?
A	No.
	Ms. ROSSI: I don't think I have any other
	questions for you. Thank you, sir.
	MR. NAWROCKI: I have a couple follow up, or do
	you want to go?
	MR. SKUPIN: Let me just ask you a few
	questions, Jake.
	EXAMINATION
BY	MR. SKUPIN:
Q	When you and Morgan split in April 2015
A	Okay.
Q	pardon me, '16 no yeah, April 2016, you took the
	insurance off the Mountaineer at her request; is that
	right?
A	Correct,
Q	Did she ask you to take your name off the title?
A	No.
Q	Did you consider taking your name off the title?
A	No.
Q	And where did you live when you split in April of 2016
	when she asked you to take that insurance off the
A	With my
Q	Mountaineer?

Ripks, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaboroski net Firm Registration NO:008139

```
-- friend David.
         David Brandt (sic)?
         the accident and about testimony from Joann, where you
         lived on the day of the accident.
                   Your dad, Kelly Myers, also testified that you
         lived on West Vernon on the date of the accident. So is
         wasn't living there. Am I right or am I wrong?
         That's certainly for the court to figure out. But we're
         just trying to -- and I just want to know -- there's
         three people who said you were living on West Vernon, and
         no one ever talked about a Perry address. And you're the
         only one who says you were kind of half and half. So I
         wanted to make sure that you remember it the way it is.
         I'm telling you the way I remember it. I was --
         All right. That's all we can ask you to do.
20
                   So there was also some testimony that you
2.2
23
         Not the one that they had on the day of the accident, no.
         Okay. So that conversion van, 1997 or so, that was
         insured with State Farm, you never owned that van?
```

Ripka, Beroski & Associates, LLC (800)542-4531/(810)234-7765 FAX(810)234-0660 ensil: rbs@ripksboroski.net Firm Registration NO:008139

132

CEIVED by MSC 3/11/2021 4:44:55 PM

```
A
     But there was a different van you owned?
     Yes. The one I bought right after -- I bought it right
     after high school. I bought it to flip it, and that's
     exactly what I did. I bought it, had it for less than
     two hours and sold it to my dad.
     Was it that same '97 van?
              Joann also said at her examination under oath
     that she asked you to leave in about April of 2016
     because you and Morgan were split up. Does that sound
     Of 2016. Like two or three months before the accident.
     I don't recall that, no.
     Did Joann ever ask you to move out of her apartment?
     About -- I'd say about a month before the accident.
    Okay. So did you just tell her, "No," or, "Give me some
     time," or why didn't you get out a month before the
```

entail - rhe d'ripkaboriola ne

A I asked her if I could have a couple of -- all's I needed
was just a couple of days just to get an okay to ge stay
with a friend for a little while until I could get back
up on my feet and get a place of my own or something.

Q Okay.

A And she was okay with that. It was -- she just -- there
was issues with it, but she was okay with it because she
didn't want me living on the street.

And you also told Ms. Rossi and I believe one of the
other attorneys that you spent the night on West Vernon
on August 14 -
A Correct.

Q -- going into the August 15 morning -
A Correct.

Q -- of 2016?

A Yep.

Q And that you had also spent at least two nights at that
West Vernon address the week before the car accident?

A Correct.

And why were you doing that?

A It was an hour and-a-half drive. After a 13-, 14-hour
day, you don't want to drive an hour and-a-half home. So
it was easier just to go to my mom and dad's and sleep
instead of trying to come home and fall asleep behind the
wheel.

Opka, Boroski & Associates, U.C.

email the symplehoroskers

# State Farm's September 6, 2018 Motion for Summary Disposition

What was your nurse's name that came to your house; do you recall?  Rence Larson.  A Rence Larson.  And was the name of the facility AdvisaCare Home Health in Grand Rapids?  I think that's where they're out of is Grand Rapids, yes.  A I think that's where they're out of is Grand Rapids, yes.  A Okay. Do you remember the name of your physical  therapist?  A Oh, let's see. I had Kyle. I don't recall his last  name.  Pyou you agreed to pay your parents and Morgan we already talked about that how much?  A I figured at least \$10 an hour for them.  Okay. You've been asked a ton of questions about when you lived at the time of the accident. In your mind, where did you live?  A In my mind, where did I live? I was still at Joann's address.  Okay. And that's in St. Johns?  Okay. And that's in St. Johns?  A Correct.  Okay. And you were still getting mail at that address.			Sub-Exhibit 3: March 2, 2	•			•
A Yeah. My mom and dad's house is only six miles from work.  HR. SXOPIN: All right. I'm good. Thanks so much, Jako, for clarifying that for me.  EXAMINATION  BY NR. NAWROCKI:  Q Jake, I don't want to spend long. I just have a couple follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Rence Larson.  Q And was the name of the facility AdvisaCare Home Realth in Grand Rapids?  A I think that's where they're cut of is Grand Rapids, yes.  Q Okay. Do you remember the name of your physical therapist?  A Ch, let's see. I had Kyle. I don't recall his last name.  Q C Fair enough.  A And then there was a Brian. And I don't recall his last name as well.  Q Ckay. And before you said it was a Dodge Durango  A Yeah, it might have been a Dakota.  Q Okay.  A That sounds about right.  A That sounds about right.  Q Okay.  A That sounds about right.  A Yeah.  A No Hen you said it had a bed in it?  A Yeah.  A Yeah.  A Yeah.  A Yeah.  A No Hen you were talking about attendant care, divour - you agreed to pay your parents and Morgan we already talked about that how much?  A I figured at least \$10 an hour for them.  Okay. You've been asked a ton of questions about when.  You lived at the time of the socident. In your mind, where did you live?  A In my mind, where did I live? I was still at Joann's address.  A Correct.  Okay. And that's in St. Johns?  Correct.  Okay. And beer evas a check still being owed you rom Budget Tire?  A Correct.	ſ	<b></b>	1,33	1	ı		1
work.  Work.  MR. SKUPIN: All right. I'm good. Thenks so  Much, Jake, for clarifying that for me.  EXAMINATION  BY MR. RAWROCKI:  Q Jake, I don't want to spend long. I just have a couple follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Renee Larson.  Q And was the name of the facility AdvisaCare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  Q Okay. Bo you remember the name of your physical therapist?  A Oh, let's see. I had Kyle. I don't recall his last name.  Q Fair enough.  A And then there was a Brian. And I don't recall his last name as well.  Q Okay. And before you said it was a Dodge Durango  A Correct.		Q	So your mem and dad's house is closer to work?		1	Q	Are you sure it wasn't a Dakota?
HR. SKUPIN: All right. I'm good. Thanks so much, Jako, for clarifying that for me.  EXAMINATION  BY MR. NAWROCKI:  Q Jake, I don't want to spend long. I just have a couple follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Rence Larson.  A Rence Larson.  A Rence Larson.  A I think that's where they're out of is Grand Rapids, yes.  C Okay. Do you remember the name of your physical therapist?  A Oh, let's see. I had Kyle. I don't recall his last name.  Q Ckay. And then there was a Brian. And I don't recall his last name as well.  C Okay. And before you said it was a Dodge Durango  4 That sounds about right.  Q I think the Dakota's a pickup.  4 Teah.  Q All right. And you said it had a bed in it?  Yes.  Q Okay. When you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights and you were talking about attendant care, diversely all rights all rights and you were talking about attendant care, diversely all rights all ri		A	Yeah. My mom and dad's house is only six miles from		2	A	Yeah, it might have been a Dakota.
EXAMINATION  EXAMINATION  BY NR. NAWROCKI:  Q Jake, I don't want to spend long. I just have a couple follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Rence Larson.  A Rence Larson.  A And was the name of the facility AdvisaCare Home Health in Grand Rapids?  I think that's where they're out of is Grand Rapids, yes.  C Okay. Do you remember the name of your physical therapist?  A Ch, let's see. I had Kyle. I don't recall his last name.  A And then there was a Brian. And I don't recall his last name as well.  C Okay. And before you said it was a Dodge Durango  D I think the Dakota's a pickup.  A Yeah.  C All right. And you said it had a bed in it?  A Yes.  C All right. And you waid it had a bed in it?  A Yes.  C All right. And you waid it had a bed in it?  A Yes.  C Okay. When you were talking about attendant care, die you you agreed to pay your parents and Morgan we already talked about that how much?  A I figured at least \$10 an hour for them.  C Okay. You've been asked a ton of questions about when you lived at the time of the accident. In your mind, where did you live?  A In my mind, where did I live? I was still at Joann's address.  C Okay. And that's in St. Johns?  A Correct.  C Okay. And you were still getting mail at that address.  You mentioned that there was a check still being owed you from Budget Tire?  A Correct.	3		work.		3	Q	Okay.
EXAMINATION  A Yeah.	4		MR. SKUPIN: All right. I'm good. Thanks so		4	A	That sounds about right.
BY NR. NAWROCKI:  Q Jake, I don't want to spend long. I just have a couple follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Rence Larson.  A Rence Larson.  A And was the name of the facility AdvisaCare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  C Okay. Do you remember the name of your physical therapist?  A Oh, let's see. I had Kyle. I don't recall his last name.  C Fair enough.  A And then there was a Brian. And I don't recall his last name as well.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A I correct.  C Okay. And before you said it was a Dodge Durango  A Correct.  C Okay. And before you said it was a Dodge Durango  A Correct.  C Okay. And before you said it was a Dodge Durango	- 5		much, Jake, for clarifying that for me.		5	Q	I think the Dakota's a pickup.
9 Jake, I don't want to spend long. I just have a couple 9 follow-up questions.  9 What was your nurse's name that came to your 10 you you agreed to pay your parents and Morgan we 11 house; do you recall? 12 A Renee Larson. 13 Q And was the name of the facility AdvisaCare Home Health 14 in Grand Rapids? 15 A I think that's where they're out of is Grand Rapids, yes. 16 Q Okay. Do you remember the name of your physical 17 therapist? 18 A Ch, let's see. I had Kyle. I don't recall his last 19 name. 20 Fair enough. 21 A And then there was a Brian. And I don't recall his last 22 name as well. 23 Q Okay. And before you said it was a Dodge Durango 24 Correct. 26 Q Ckay. And before you said it was a Dodge Durango 27 A Correct. 28 Correct. 29 Q Okay. And before you said it was a Dodge Durango 20 Correct. 20 Q Ckay. And before you said it was a Dodge Durango 20 Correct. 20 Q Ckay. And before you said it was a Dodge Durango 20 Correct. 20 Q Ckay. And before you said it was a Dodge Durango 20 Correct. 20 Q Ckay. And before you said it was a Dodge Durango 20 Correct. 21 Q Okay. And before you said it was a Dodge Durango 22 A Correct.	.6		EXAMINATION		5	А	Yeah.
follow-up questions.  What was your nurse's name that came to your house; do you recall?  A Renee Larson.  And was the name of the facility AdvisaCare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  Okay. Do you remember the name of your physical therapist?  A Correct.  Okay. And that's see. I had Kyle. I don't recall his last name.  A And then there was a Brian. And I don't recall his last name as well.  Okay. And before you said it was a Dodge Durango  Okay. When you were talking about attendant care, did you	7	BY	MR. NAWROCKI:		7	Q	All right. And you said it had a bed in it?
What was your nurse's name that came to your house; do you recall?  A Renee Larson.  And was the name of the facility AdvisaGare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  A I think that's where they're out of is Grand Rapids, yes.  A Ch, let's see. I had Kyle. I don't recall his last name.  C Gray. And you were still getting mail at that address.  And then there was a Brian. And I don't recall his last name as well.  C Ckay. And before you said it was a Dodge Durango  10  you you agreed to pay your parents and Morgan wo already talked about that how much?  A I figured at least \$10 an hour for them.  O Ckay. You've been asked a ton of questions about when you lived at the time of the accident. In your mind, where did you live?  A In my mind, where did I live? I was still at Joann's address.  O Ckay. And that's in St. Johns?  Correct.  O Ckay. And you were still getting mail at that address.  You mentioned that there was a check still being owed you from Budget Tire?  O Ckay. And before you said it was a Dodge Durango  O Ckay. And before you said it was a Dodge Durango	3i	Q	Jake, I don't want to spend long. I just have a couple		8	A	Yes.
house; do you recall?  A Renee Larson.  And was the name of the facility AdvisaCare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  O Okay. Do you remember the name of your physical therapist?  A Oh, let's see. I had Kyle. I don't recall his last name.  O Okay. And then there was a Brian. And I don't recall his last name as well.  O Okay. And before you said it was a Dodge Durango  In manuel A I think the time of the accident. In your mind, where did you live?  A In my mind, where did I live? I was still at Joann's address.  O Okay. And that's in St. Johns?  O Okay. And that's in St. Johns?  O Okay. And you were still getting mail at that address.  You mentioned that there was a check still being owed you from Budget Tire?  O Okay. And before you said it was a Dodge Durango	*		follow-up questions.		9	Q	Okay. When you were talking about attendant care, did
A Renee Larson.  A Renee Larson.  A I figured at least \$10 an hour for them.  And was the name of the facility AdvisaCare Home Health  in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  A I think that's where they're out of is Grand Rapids, yes.  A Okay. Do you remember the name of your physical  therapist?  A Oh, let's see. I had Kyle. I don't recall his last  name.  B A Correct.  Correct.  Correct.  Cokay. And you were still getting mail at that address you from Budget Tire?  A Correct.	10		What was your nurse's name that came to your		10		you you agreed to pay your parents and Morgan we
And was the name of the facility AdvisaCare Home Health in Grand Rapids?  A I think that's where they're out of is Grand Rapids, yes.  Okay. Do you remember the name of your physical therapist?  A Oh, let's see. I had Kyle. I don't recall his last name.  Okay. And that's in St. Johns?  A Correct.  Okay. And then there was a Brian. And I don't recall his last name as well.  Okay. And before you said it was a Dodge Durango  A Correct.  Okay. And before you said it was a Dodge Durango  A Correct.  A Correct.	11		house; do you recall?		11		already talked about that how much?
in Grand Rapids?  It think that's where they're out of is Grand Rapids, yes.  Okay. Do you remember the name of your physical therapist?  A Ch, let's see. I had Kyle. I don't recall his last name.  Okay. And then there was a Brian. And I don't recall his last rame as well.  Okay. And before you said it was a Bodge Durango  It where did you live?  A In my mind, where did I live? I was still at Joann's address.  Okay. And that's in St. Johns?  Okay. And that's in St. Johns?  Okay. And you were still getting mail at that address.  You mentioned that there was a check still being owed you from Budget Tire?  A Correct.	12	A	Renee Larson.		12	A	I figured at least \$10 an hour for them.
A I think that's where they're out of is Grand Rapids, yes.  15 where did you live?  16 A In my mind, where did I live? I was still at Joann's address.  17 address.  18 A Oh, let's see. I had Kyle. I don't recall his last 19 name.  19 A Correct.  20 Q Fair enough.  21 A And then there was a Brian. And I don't recall his last 22 name as well.  23 Q Okay. And before you said it was a Dodge Durango  24 Correct.  25 A Correct.  26 Correct.  27 You mentioned that there was a check still being owed you from Budget Tire?  28 Correct.	2.3	Q	And was the name of the facility AdvisaCare Home Health		13	Q	Okay. You've been asked a ton of questions about where
Q Okay. Do you remember the name of your physical therapist?  A Ch, let's see. I had Kyle. I don't recall his last name.  Q Okay. And that's in St. Johns?  A Correct.  Q Ckay. And you were still getting mail at that address.  You mentioned that there was a check still being owed name as well.  Q Okay. And before you said it was a Dodge Durango  16 A In my mind, where did I live? I was still at Joann's address.  Q Okay. And that's in St. Johns?  A Correct.  Q Okay. And you were still getting mail at that address.  You mentioned that there was a check still being owed you from Budget Tire?  A Correct.	14		in Grand Rapids?		14		you lived at the time of the accident. In your mind,
therapist?  17 address.  18 A Ch, let's see. I had Kyle. I don't recall his last 19 name.  19 Fair enough.  20 Q Fair enough.  21 A And then there was a Brian. And I don't recall his last 22 name as well.  23 Q Ckay. And before you said it was a Dodge Durango  24 Correct.  25 You mentioned that there was a check still being owed you from Budget Tire?  26 You from Budget Tire?	15	A	I think that's where they're out of is Grand Rapids, yes.		15		where did you live?
A Oh, let's see. I had Kyle. I don't recall his last  18 Q Okay. And that's in St. Johns?  19 A Correct.  20 Q Fair enough.  21 A And then there was a Brian. And I don't recall his last 22 you mentioned that there was a check still being owed  23 Q Okay. And before you said it was a Dodge Durango  24 Correct.  25 Correct.  26 Q Okay. And you were still getting mail at that address.  27 You mentioned that there was a check still being owed  28 you from Budget Tire?  29 Q Okay. And before you said it was a Dodge Durango	1.6	Q	Okay. Do you remember the name of your physical		16	Α	In my mind, where did I live? I was still at Joann's
name.  19 A Correct.  20 Q Fair enough.  21 A And then there was a Brian. And I don't recall his last 21 rou mentioned that there was a check still being owed 22 name as well.  23 Q Okay. And before you said it was a Dodge Durango  24 Correct.  25 Correct.  26 Q Okay and you were still getting mail at that address.  27 You mentioned that there was a check still being owed  28 you from Budget Tire?  29 Q Okay. And before you said it was a Dodge Durango	17		therapist?		17		address.
20 Q Fair enough.  21 A And then there was a Brian. And I don't recall his last 22 You mentioned that there was a check still being owed 23 name as well. 24 you from Budget Tire? 25 Q Okay. And before you said it was a Dodge Durango 28 A Correct.	18	Α	Oh, let's see. I had Kyle. I don't recall his last		19	Q	Okay. And that's in St. Johns?
21 A And then there was a Brian. And I don't recall his last 22 You mentioned that there was a check still being owed 23 Page 1. Page 24 You mentioned that there was a check still being owed 24 you from Budget Tire? 25 Page 26 You mentioned that there was a check still being owed 26 You mentioned that there was a check still being owed 27 You mentioned that there was a check still being owed 28 You from Budget Tire? 29 Page 1. Page 29	19		name.		19	A	Correct.
name as well.  22 you from Budget Tire?  23 Q Okay. And before you said it was a Dodge Durango  23 A Correct.	20	Q	Fair enough.		20	Q	Okay. And you were still getting mail at that address?
Q Okay. And before you said it was a Dodge Durango	21	A	And then there was a Brian. And I don't recall his last		21		You mentioned that there was a check still being owed t
. Collect	22		name as well.		22		you from Budget Tire?
vehicle? 24 Q And that was mailed to Joann's address?	23	Q	Okay. And before you said it was a Dodge Durango		23	A	Correct.
	24		vehicle?	No. According	24	Q	And that was mailed to Joann's address?

email: rbs@ripkaboroski.net Firm Registration NO:008139

```
And that was mailed to Joann's address?
```

email: rba@ripkaboroski net Firm Registration NO:008139

```
A
     I was at my parents' house when it come.
0
     Okav. And she told you that it came?
Α
     Well, Morgan and my daughter went down and got some more
     And I was helping my dad cut firewood, and it come while
     All right. And was there any other mail besides that
     check: I mean, junk mail or anything?
     I got a bunch of junk mail. All my O'Reilly stuff went
0
    -- Joann's.
    The facility where you sought treatment for the
     nightmares in '06, was that Community Mental Health?
    I think that's the name of it, yes.
    And that was in Mount Pleasant?
    Okay. Have your doctors said that your heart issue is
```

email: the gripkaborosla net Firm Registration NO 008139

(Nodding head affirmatively) Did she ac to your doctors' appointments with you ever? That's the first time I met her. And she has only been to one doctor's appointment, and that was it. Okay. Did she ever call you or send you a letter and tell you about like upcoming appointments or anything Okay. How many times did you actually talk to her, either telephone or by letter or in person? One time. Just once? One time. That was the first day I met her. Okay. When you sold the '86 van to your dad, how much money did you make? Five hundred bucks; exactly what I paid for it. And then Irwin Farm, I know it's by your parents' house -- Michigan, do you know their address?

# State Farm's September 6, 2018 Motion for Summary Disposition

```
And another question. Is your mom a licensed health care
Not that I'm aware of.
```

emsit: rba@ripkaboroski.net Firm Registration NO:008139

Ripka, Boroski & Associates, LLC (800)542-4531/(810)234-7785 FAX(810)234-0660

email: rba@ripkaboroski.net Firm Registration NO:008139

CERTIFICATE OF NOTARY PUBLIC DEPONENT: JACOB CARL MYERS (STATE OF MICHIGAN) RECORDED: March 2, 2018 LOCATION: Flint, Michigan (COUNTY OF GENESEE) Being a Notary Public duly commissioned and qualified in and for the State of Michigan at Large, I do hereby certify that pursuant to notice there came before me the deponent herein, who was by me first duly sworn to testify to the truth and nothing but the truth touching and concerning the matters in controversy in this cause Being thereupon carefully emamined under oath, said examination was recorded stenographically and was later reduced to transcription under my supervision; said transcription being a true record of the Lestim-ny given by the witness. I further certify that I am neither attorney or counsel for, nor related to or employed by any the parties to the action in which this deposition was taken; and further, I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially IN WITNESS WHEREOF, I have becounts subscribed my status this 18th day of March, 2018. MY COMMISSION OF THES

email: rba a ripkaboro da net Firm Registration NO 008139

				Page
	124:4 127:2.17	ohead 58:8 81:8	l	essuming 11:6
A	124:4 127:2,17	95:19	appointments 77:23 87:21	47:4 54:17
a.m 1:17 4:3		95:19 air 36:25 41:25		70:23 76:7
81:10,11	128:12 130:6,7		93;5,10 126;12	
ability 6:1 98:25	130:9,23	80:17	136:3,9	attempted
able 59:8,17	131:17,22,25	airlift 44:18 47:1	approved 76:1	128:10
70;11 95:20	132:18 134:14	airlifted 44:14	approximately	attend 70:17
accident 6:19,22	135:23	45:13 46:18	10:24 12:16	100:16
6:25 7:17,18,21	accidents 33:1,4	alert 49:16	13:25 14:13	attendant 70:16
7:22 8:12 9:22	acres 23:2,3,11	all's 29:25 46:16	24:25 26:15	78;15 80:23
10:11,14,17,20	23:11	97:11 132:1	47:13 50:1	94:13 126:1
10:24 11:8.12	action 139:13,14	allowed 6:13	54:22 59:21	134:9
11;13.14,19,22	address 7:1 8:1	ambulance 41:7	111:23 112:10	attending 78:16
12:1,16 13:1,20	18:24-20:2	41:11 43:19	115:17 126:23	attorney 47:10
14:6,13 15:3,16	84:18,24 85:7	and-a-half12:18	April 54:24	79:10 92:13
15:19 16:4.11	85:14.15 94:7,9	46:22 49:6 50:4	84:13.14	125;23 139;12
19:10 20:5 22:9	99:15,16,21	50:7:54:1.6	129:12.14.22	139:13
22:10 23:17.18	102:2,3 103:23	96:1118:7	131:13.16	attorneys 20-1
24:11.13.20	107-10,23	132 21,22	area 23:5 40:14	132 10
25:7,10,11,12	117:6 119:15	Anselmi 2:13	85:17 111:16	August 6:19 8:1
27:1.7 28:5:11	130:16 132:18	answer 4:21 5:4	armed 109:14	8:12.22:7.25:1
28:14,19 29:1,4	134:17.20.24	5:6 115:13	arms 56:6 64:6	28:12 34:4
29:7.10.13	136:23	answered 98:24	around-the-clo	49:25 85:1
30:19,24 31:3,4	administer 124:1	anybody 9:2,6,12	55:5 94:20	116;1 120:11
33:3.9.13.23	Adrenalise 42:5	55:4 65:14	arrangement	123:6 132:11
34:4 36:20	advance 99:2	68:10 80:19	110:19,20	132:13
38:22 42:25	AdvisaCare	92:10	127:10	authorizations
46:20 48:5	56:14.18	anybody's 97:3	arteries 44.21	138:14
62:19 65:11,12	126:21 133:13	anymore 70:3	47:20	auto 21:20 25:15
65:22 69:17	Advise 56:17	94:1	artery 44:20 89:4	25:22 79:23
71:25 72:4 75:1	advised 128:8	anytime 123:18	89:5	101:12 104:L-
76:8 77:2.13	Aeromed 46:20	apart 85:25	Arthur 31:9	105/11 106:1
78:13 79:23	46:22	apartment 7:5.6	artificial 51:10	Automobile 1:9
	affect 6:1	7:7 111:2,10.18	52:21	1:949
80:10 82:10,18	affirmatively 5:8	117:16 124:23	asked 77:5 79:16	automotive
82:21 84:17,25	30:22 39:11	131:19	99:6 113:11	21:19 110 7
85:16 87:1.6	46:8 67:5,7	apologies 99:2	128:20 129:23	Avenue 2:4
88:21 89:4.9	78:21 79:25	apologize 58:8	130:4 131:13	average 121:4.5
91:8.14 92:6.11	136:2	appeal 125:15,17	132:1 134:13	averaged 23:19
92;15 97;20,22	afternoon 121:21	appealing 76:3	asking 77:6 99:3	avoid 75 21
98:4,9,10	ago 28:15,17	APPEARANC	99.6	awake 49:16
108:16.19	51:13 72:14	1:19 2:1	8sleep 132:24	awake 45, 10 aware 16:3-28-9
116:1,2,5,8,11				
117:3.5.10.17	76:4 89:19	applied 75:23	assault 33:10	38 25 52 23
119:2.3.9,13	107 L5	76:6	assigned 126.10	64 23 65 16
120:10,23	agree 114.21	apply 76:5-89:10	assist 65:15	80 2 82 7.9
122:19.21	117 17	89 14 98 20	assisting 125-23	86 1 2 7 107 2
123 18.23	agreed III 11.12	appointment	Associates 1-16	115 3 116 9 12
	111:14 134:10	94:4 136:5	assume 98-23	124 22 137 25

WARRANT AND THE WARRANT AND TH	2774.cmc.comcooxcompany.com			Page 2
Ti	Bandt 114:4	benefit 54:10	body 21:20 39:1	Budget 25:24
B 38-6	115:16	benefits 125:11	44:2	26:6,7,12 27:10
B-A 38:6	banged 46:16	bent 86:24	bone 61:2 85:24	27;15,20,22
B-A-N-D-T	bankruptcy	best 90:3 98:24	bones 28:24	119:23 134:22
	33:17	126:4	60:23	137:21
114:6 B-A-R-R-Y-T	barely [19:1	Beth 81:24 82:1	books 94:5	build 56:6
37:23 38:7	Barrington 38:2	82:3.8 86:3	born 84:23	building 2:9
	Barryton 37:23	124:14.16	105;18,21	55:16 123:9
oack 6: 17,19	37:24 38:2.3	137:12.15	123:24	bump 57;25
13:21 17:4.8	40:4.5 116:24	better 66:3 67:2	Boroski 1:16	bunch 45:3
18:12 19:22	137:3 138:17	97:23	borrowing 97:3	135:13
20:3 27:15	basically 22:22	big 8:7 23:5 24:3	boss 22:22	burning 63:24
30:10,16,18	50:13 73:11	36:3 44:11	122:12	butt 90:12
35:21 37:12	78:22 80:10	45:25 46:12	boss's 137:4,4	
38:23 45:4				Butterworth
47:24 50:15	90:11	65;3 91;4	bottle 108;4	44:15,16 45:14
54:7,8,12,17	bathroom 58:11	bigger 34:18	bottom 53:5	45:15,17 47:12
56:6 57:13	95:12	biggest 58:3	beught 15:10	49:24 50:15
59:12 61:9 62:8	bathrooms 111:7	Bill 122:12 137:4	17:6 84:2	52:3,9 53:23
62;22,25 63;1	Bear 38:8	Bill's 122:15	111:21 113:4,5	54:17 56:11
63:12 64:7,8	beat 45:9	bills 80:8,13	130:22 131:3,3	64:15,19 65:6,3
65:11 71:17	beaten 87:16	119:18	131:4,5	67:24 74:6,13
72:12 77:22	becoming 62:25	birth 19:15	boulder 36:4	Butterworth-S
78:8 84:2 86:22	bed 10:13 39:9	bit 32:9 33:24	box 31:25	93:17
88:16 89:19,19	50:6,11 53:24	34:1 55:19,21	boy 20:18 59:4	buy 15:9 17:4,7
89:24.25 90:1	54:16 56:7,8,11	56:6 59:7 62:24	brain 26; 19 48;9	83:4
93:8 95:1	57:1,12 61:8,9	63:13 71:14	92:15,17,20	buying 83:17
103:18 104:7.8	64:16,19 69:18	75:17 81:16	Brandt 130:2	
104:14.18.21	71:5 74:6 76:17	87:16 90:5	break 5:20 28:24	C
105;9,13,23	78:5 95:4,12	92:17 108:17	30:12 50:9 81:4	C4:4
107:12.16.22	97:15 134:7	black 31:11	98:17	calendar 79:2
113:19 115:21	bedroom 58:20	blank 69:14	breaks 97:4	call 5:23 10:14
115:22 116:2,4	97:8.10 111:4	blanks 40:9	Brian 133:21	40:21 57:25
116:20.24	bedrooms 111:2	bleeding 39:13	Brianna 9: 13,20	64:11 67:12
117:2,14,17	beginning 74:21	39:14 40:22	99:23.24.25	77:17 89:22
118:2,3 120:2	behalf 69:25 70:2	43.23	100:1,3,4	118:21 136:8
128:14 132:3	126:2	blockage 47:22	brief 19:20	called 39:8, 17, 19
	believe 85:18	88:25 89:3,3,5	bring 88:7.15	42:24 58:2 88:5
nekboard 43:17	100:25 103:9	blood 68;20,24	96:12 127:24	124:23
ackground 34:2	105:11 118:14	69:1,3 82:8	broke 43:16	calling 46:19
ackwards 26:3	123:14 132:9	88:9,12 89:7	51:16 60:15,16	calm 46:3
ad 24:8 45:10	believed 118:19	137:14	60:19	cane 67:8 127:22
46:16 55:25	Belle 25:16 26:4	Bloom 61:18	broken 32:24	car 16:9 17:1
56:2	26;7,12,15,17	62:8	brought 43:17	28:11 30:19,20
bags 36:25		Bicomfield 2:5	120:2	30:24.24 31:3.4
Baker 21:17	27:15	2:14		31:12,22,24
oallpark 28:3	belongings		bruise 32:25	33:1,4 39:2,4
5ands 68:5,6	104:14,18	Bluegrass 87:12	bucks 28:1,1	39:10 40:25
	114:9 117:7	blur 45:23	136:19	37.10 40.23

Riphs, Boroski s Associates, LLC (800)542-4531/46101234-7765 PAX(810)234-6860

email: rha#cipkabososki.net Firm Registration NO:000#139

Page 3 41:17 70:19 29:18 30:21 78:7 98:16 42:10 65:17 22 orrect 10-73 14:11,15,19,23 17:15,19 18:16 charged 125:8 check 55:10 clothing 109:14 97:3 103:4,6 complete 51:10 cloudy 34:23 clue 74:12 92:2 132:18 87:22 88:12 19:17 47:18 53:25 55:23,24 57:11,21 63:14 card 29:23,25 30:9 77:4,15 completely 28:9 134:21 135:12 122:4 47:25 59:10 80:18 82:12,14 87:19 88:24 checked 32:23 clutch 12:14,16 130-11 comprehension care 55:6 56:14 checks 119:19.20 101:25 102:15 112:15 co-pay 76:24 code 99:18 cold 68:14 87:7 computer 30:15 concerning 139:7 70-17 78-16 102:16 103:24 chest 44:3 52:5 concluded 94:13,15,20 105:16 108:16 95-5 109-18 22 73-17 88-18 91-10 138:20 108:20.23.24 134:9 137:23 children 20:12 college 21:12,15 one 37:10 care-type 126:1 Chippewa 21:4 cema 11:11 49:6 confusing 10:18 112:3 114:15 carefully 139:8 Carey 102:19,20 102:21 congenital 123:23 114:16,18,19 114:25 115:1,2 99:10 100:16 come 14:3 17:8 chiropractor 19:7 23:7 35:6 Congress 1:21 29:2 35:16.21 37:13 115:18.19 116:3,16 119:5 119:8 120:24 120:25 122:19 Chore-wise 70:5 38-23 30-0 conscious 44:22 40:24 42:21 47:24,24 54:7 consciousness 37:2 47:14 cars 18:20 65:19 70:2 78:15 94:8 54:12,25 55:1,4 55:5,7,9,10 56:14 67:23 consider 129:20 case 1-6 4-11 126:1 122:20.23 124:4,5,6 125:12,13,15 72;24 126;10 chose 66:2 135:25 cigarette 81:6 constant 51:25 125:16 127:11 127:15,25 cash 22:24 23:13 128:15 68:10 76:16 52:1 60:14 63:23 85:16 89:24,25 90:1,22 92:7 rigarettes 128:4 128:1,2,3,4 129:17 132:12 Casualty 1:8 Circuit 1:2 4:10 construction 98-16 circul 68:24 102:10 106:3 58:13 city 21:5 37:20 37:22 85:5 120:1 132:24 135:1,2,9 catch 35:11,14 continued 2:1 54:17 134:19,23 свиght 31:11 35:6 control 35:22 137-2 omes 39:4 69:15 137:16 cause 139:7 cell 107:24 controversy 139:7 correctly 87:20 75:10 92:25 cking@hackne.. comfortable 94:14 cement 37:15 clnim 30:20.23 95:21 counsel 4:14 99:6 coming 35:20 59:10 79:12,17 79:21,22 91:13 center 58:19 certain 73:12 33:6 79:23 80:3 122:21 91:16 92:9 128:21 Counseling certainly 130:13 certificate 21:14 139:1 Clare 38:16 conversations 123:20 clarify 4:22 10:18 COMMISSION 139:20 counselor 28:13 counteract 88:13 97:16 onversion 15:25 clarifying 133:5 clean 70:7 clear 101:18 16:12,18 124:6 counting 37:3 county 1:2 4:10 37:21,22 139:3 Certified 2:18 commissioned certify 139:5,12 change 55:8 86:14 121:16 139:5 common 91:10 convicted 22:1 couple 4:19 8:14 8:14 61:10 70:12,12 71:22 81:15 89:18 Close 9:9 community 125-3 6 changed 32:9 85:14 closer 39:24 133:1 123-9 135-18 copy 19:14 30:11 30:14 comp 33:6 companies 79:24 changes 51:20 cord 75:10 clot 89:7 company 1:8,9 clothes 11:20 107:3 113:8 changing 70:18

by

MORRS v. METRIFOLITAN INSUSANCE, et al-

Page 4 130;23 132;22 136;16 139;16 116:3 117:18 120:5 124:16 69:21.24 70:2 dny-to-dny 50:14 days 23:19 54:13 54:14 64:1 course 122:17 Detroit 1:22 70:11 71:23 court 1:2 4:6.11 6:13 130:13 78:15 94:8 95:24 102:11 device 67:9 devices 67:8 135:9 136:17 70:12 71:22 Courtney 2:8 81:14 dad's 7-25-19-6 68:16 108:13 109:2.8 died 13:18 17:13 courts 40:19 104;19,21 diesel 108:5 Dollar 38:14 domestic 124;24 door 39;2,6 41;20,24,24 crashed 35:12 113 19 115:24 127:12,12 different 131-2.9 116/10,22 117/3,4,8 118:2 132.2 dealt 93:19 dinner 54:10 dirt 37:15 created 5:1 crime 22:1-125-3 119 4.7.10 120 5.7 124:17 132 23 133:1.2 disability 74:6,8 75:24 89:10 125:11 42:13 58:11,25 59:18 doors 41:23 criminal 33:19 December 76:6 85:22 89:11 111:23 139:20 crop 22:24 crops 22-25 crumple 60-23 crumpled 32:8 daily 51 24 116 24 127 5 Dakota 134 1.2 decide 72-24 disagree 116:13 doubt 116:19 decided 102 9 107-4 117 19 118:18 discussion 19:20 downstairs 88 9 De 61:18.24 62:1 decision 111.9 caushed 48-1 Dakota's 134.5 81.9 62:8 74:10 17 49 22 50:18 damage 30:25 32 6 47:23 125.18 dishes 70-7 dishonesty 125:4 91:4.5 93:14.1 lecreases (4:5 crutches 59/24 drawing 69:14 damaged 68.22 dashboard 39-2 date 4-12-19-15 60.9.11.67.14 **DEF 108 4** disks 90.11 dressed 71:2 Defendant 2:3.8 2:12 disturbance 124:24 dresser 97:12 dressing 95:3,11 dressings 55:8 drink 5:22 15:11 15:15 ditch 32:12 CSR-2175 55:12 80:10 Defendants 1:11 82 10 130:9 dates 8 9 108:21 35:24 36:1 37:5 dive 5:18 1.15 cultivators 90 || Demonstrating drive 7:2 10:12 cup 64:12 68:21 116.14.16 36:16 doc 61:24 daughter 40:10 98:2-106-4 denied 76:2 125:11 10:22 12:11 13:8 16:17,22 ups 64:10 current 106:20 17:11 18:10 19:2 74:3,20 77:22 78:8 128 22 135 6 Denise 85:4 61:20.21 73:8 currently 108; I 121-11-122;8 daveripka9@c 101 16 102:7 102:14,17 73:10 74:10 124 1 126 24 David 2:17 30:14 105:20.23 123:22 125:20 90;13 103;18 118:6,7 120:14 120:16,19 127:22 currents **7**3-13 107 13.16.22 department 43: loctor's 61:17 136:5 loctors 52:12 73:13 74:1 David's 114:3.9 43 11 65:13 132:21:22 custody 40-16 127:10 cut 39:12-44-24 114 11 day 1 15 11 19 23 7 34:8 54 3 depending 23:19 Depends 66:22 54:18 63:8.11 64:13 66:6 74 deponent 139:2 74:9 77:1 89:25 driver's 19:25 39:6 42:13 101:19,20 61:2 120 5 135 9 54 8 64:4 68 1 90:18 93:11 68 1,2 72 15 86 22 90:1 deposition 1:13

4 13.17 6:12.16

R1-10 127-24

describe 110:12

depositions 21/25

94 18 95 13 96 3 98 12 102 10 109 18 109 22 128 6

lectors' 77:22

Dodge 31:25

doing 55:11.22

87:21 126:11

107:11

driveway 59:11 driving 12-14:25 14:13:16-15:6

Page 5 86:4 92:1 96:10 en 119:3 96:19 102:9 ended 76:20 F-150 12:12 25:8.9.13.15 58:7 90:7 99:5 116-24 enjoy 59:8 fingers 59:3 finish 5:2 104:17 13;14 14:14 Entresto 69:6 Drop 90:17 15:2.5 17:11.13 dropped 128:22 drove 12:9 86:5 96:6 112:1 face 39:16 40:22 73:18 101:7 109:19,25 22:20 71:25 90:9 ER 69:7.11 87:9 finished 10:24 fire 30:25-43:7 104:7,24 105:9 118:9 119:3,20 43:24 44:25 drug 88:6 53:2.9 62:21 119:22 120:24 43:11 64:1 escorting 22:19 estimate 24:4 fired 106:2,6,8 firewood 120:5 due 87-6 135-23 122:13 facility 1:10 4:10 duly 4:6-139:4,6 48:22 133:13 Esurance 14:25 Durango 31:25 32:1.2.4 133:23 135:17 fast 35:21 66:22 135:9 Firm 2:3 first 19:1 36-19 39:7 58:11 Faster 67:3 father 9:3 112.5,18.113-6 factory 108:4 114:15 Evart 38:17 duties 22:18 faded 20:2 failure 88:7 February 11:7 74:21.21 107.8 107 16.21 eventually 66:10 everybody 66:2 59:15 84:2 E4:4.4 92:10 95 23 136 4:16 139 6 Fair 10 18 23 20 earlier 88:24 92-17 28:10:42:6 45:11:24:49:19 52:17:57:3:60:8 108:6 112:10 everything's 88: ex-girlfriend 31-17 feeding 49-1,3 feel 64:1-96:22 file fel d earn 27:20 five 18:22-28-17 easier 87:18 102:9:12-126 ( exactly 8:11 66:23 69:24 75 20:22.22 28:18 43:4 97:3 feet 42:7.7.9 132:4 felony 125:6,8 fence 73:14,15 73:17 77 25 131 5 82:19 128:7 126:8 132:23 136 19 136 19 fix 13:23 50 23 78 4 86:25 93:3 education 21:22 effect 15:3 examination 3.5 94;6 96;21 133 20 3-6-7-8-9-10-11 112:16 effects 92:23 fixed 50:25 51:1 fall 33:10 132:24 eight 126:2 fender 32:8.9 falling 85-24 97:22-98:8 Bight 80:17 Eighteen 9 17, 18 Field 22:19.19 42:9 66:3.5 90:11 131:12 133 6 Flint 1.1741 137:10.19 138:15 139:9 familiar 81;23 eighty 72:5 either 7:11 16:7 65:3 97:16 Bip 67:2 131:4 family 29:4 54:10-78:10.11 flooding 30:25 floor 58:16 flow 60:22 50h 100:14 examined 4:7 125 21 139 8 90:24 91:1 122:7 124:16 136:13 exchanged 97:2 100:10 106:11 figure 11:15 37:8 Excursion 34:21 exhaust 108:5 EXHIBIT 3:15 famotidine 69:13 130-13 Bss 87-7 electric 68:17 figured 123:4 Ruid 108 5 far 20:24 21:1 73:14.15,17 electrical 73:13 foggy 34:25 follow 73:8 87:22 90:23 129:6 follow-up 99:3 41:2 82:7 86:1 86:2.9 94:5.13 file 33:6.17 115:8 EXHIBITS 3-14 filed 4:10-18-22 18:24-125:10 electrodes 68:17 103:11.16 Elementary 100:14 expecting 78 22 115 3 137:14 farm 1:9 2:8 16 15 22 23:23 experience 86:21 experiencing 92-18 fill 40:8 embarrassing filled 19:1.7 57:5 finally 39 4 follows 4:7 food 110 24.24 22 24 72 3 employed 138-1 EXPIRES 75 18 81 15 financially forces 109 14 139 12.14 130 13 124 11.12 130 25 136 20 emptoyee 139 13 EMS 43 3 7 13 EMT's 65 13 explain 6 6 find 32 23 79.4.8 Explorer 34/20 farmhand 22-17 finding 46 11 extra 110.21 facins 22-13 EMT's/fire 65-13 forgetting 92-25

Mecosta Co Med Ctr v Metropolitan Group Prop & Cas Ins Co

cuts 44:24

D 2 9 4 4 dad 39 20 40 24

58 11 59 17

was v. Keyselolija	A JESUSANCE, OF US.	1990s March Myzes		erent today
				Page 6
forgot 79;16	138:17	89:19 90:1.17	45:17 46:4,10	130:17.17
forth 59:12 77:22	Gauri 74:10,16	93:1 94:5,25	46:12,18 47:3	handed 19:24
78:8 103:18	74:17	95:19 98:17	47:12 48:17	handing 30:6
116:24	general 4:19	102:10 104:6	49;17 50;6 52;3	hanging 48:25
forward 38:23	38:14	115:20 123:8	56:20 61:19	happened 7:23
98:17	GENESEE 139:3	129:7 132:2.23	65:3.4 78:4	22:11 24:20
four 82:19	GERALD 1:20	136:3	85:6 93:16	28:5,11 31:10
108:12	getting 10:10	goal 83:17	101:17.24	34:4 35:5 40:23
Fowlerville 108:5	23:16 40:3,25	God 34:15	103:9 105:6	43:14.18 106:1
fracture 51:17	58:3,4 63:1	goes 94:13 100:3	107:10 112:23	112:14 113:9
fractured 47:25	67:1 71:2.5	100:4 126:11	133:14,15	116:8,11 119:3
frame 54:22	106:2 122:8	going 5:1,18 17:4	Grandma 107:14	happening 90:2
66:19 117:13	134:20	18:12 19:25	erandma's 84:7	happy 98:21
118:2	girl 20;18,19	21:18 26:3	84:8	hard 90:17 96:17
frames 117:23	girlfriend 7:14	30:14 35:24	grandmother	harvest 105:15
free 50:6.11	11:1 17:10	38:15 40:6	7:14 101:1,16	harvesting 22:20
53:24 54:16	31:21 69:20	46:17 50:15	114:18	Hawkins 85:4
56:8,11 57:1,12	78:12 82:13	63:8.17 64:2	grandmother's	101:16 102:14
60:22 61:8.9	84:4 85:3 96:9	65:11 73:9	85:4	102:22,25
64:16,19 69:18	girlfriend's 18:14	74:17 81:16	Gray 81:20,21	103:23 105:20
74:6 76:17 78:5	give 24:4 30:16	88:3 94:15	124:18 137:12	107:14,16,22
Friday 4:2	44:7 46:1 47:9	105:9 119:15	137:15	Hawkins' 102:7
128:18	50:18 66:19	132:13	grew 72:3	103:3 105:23
friend 82:6 114:2	67:8 68:4,11	gonna 38;9 66;10	groin 53:21	head 5:8,9 30:22
121;23 130;1	74:25 77:3,14	72:25 89:17	grooming 70:18	39:11 42:15
132:3	89:20,22	90:17	ground 37:4 42:9	46:8 48:3 67:5
friend's 13:16	131:23	good 23:21 38:10	42:10 98:19	67:7 75:8 78:21
friends 78:11	given 95:6	40:20 43:5 50:9	Group 1:8 98:16	79:25 92:8
front 32:8 38:24	117:23 139:10	50:10 55:11	Grover 2:8	136:2
85:9	gives 62:12	74:16 75:12	growing 38:14	headed 34:10
full 54:6 109:4.5	glad 4:23	87:23 97:24	guess 10:15	heat 49:7
110:9	glass 45:3	98:18 108:21	17:25 23:14	hesled 51:18
fully 71:18 117:6	GMC 15:25	116:15 128:20	38:21 50:21	66:18
furniture 97:8	85:18	133:4	57;24,25 58;15	healing 88:2
further 54:18	go 4:19 12:10,17	GPS 38:9	59:24 62:14.16	health 28:6 29:10
139:12.13	13:21 19:13.18	grade 100:14	64:11 67:15	29:14.14 123:9
Fusion 18:1	19:22 20:24	graduate 99:7	79:20,21 88:13	133:13 135:18
future 66:7,11	21:1 23:6 26:11	100:21	90:5 107:10,18	137:23
92:22	29;5 32:10,16	gradusted 21;2	108:21 115:21	HealthPlus 29:19
	36:25 51:5 54:4	99:10,13	Guinea 85:7	healthy 28:9
G	54:17 57:9.10	100:20 101:9	101:24	hear 4:21
G 4:4	57:13,18 59:8	102:4	guy 71:24 75:16	heart 44:20,21
G-R-A-Y 81:22	59:13,17 61:5,9	graduation	guys 40:6 83:6	46:14 47:21,22
gabapentin 69:6	62:8 64:12	99:20 100:11		47;23 48:13,18
garbage 70:7	69;18 72:12	100:24 101:4,7	H	50:22,24 51:1,1
gas 16:25 40:4	81:8 84:6 87:7	Grand 1:17	Hackney 2:8	51:2 61:25
108:10 138:4	87:11,13,18	11:11 44:12,14	half 47:23 51:2	62:21 68:22,24
	1,	1	Į.	1

emails - phabiliphaborocki.not | Flam Registration NO:506139

66:10,12,14,16 66:20,20 67:1 67:17,19,24 35:16 44:14 49:17 96:1 118:7 132:21 73:8 74:17 75:11.11 88:5.7 nside 42:10 53:6 Hyatt's 108:23 109:15 111:2 111:10.17 88:8,16,22 53:6 59:6 70:10,10,15 71:10,11,12 75:9 76:12,21 132:22 134:12 hours 23:18.22 27:21,22 46:22 90:23 93:19.19 123:22 135:22 helicopter 45:13 45:20 46:6,17 49:8 117:21 118:17 14:10.22 15:2 14:10.22 15:2 17:1 29:11,14 29:14 30:20,21 30:23 52:15 79:20,21,24 84:3,7,7,12 96:17 97:17 72:3,5,6 83:17 94:18,22 95:23 95:24 102:9 119:14 120:1 124:23 87:20 88:4 help 16:25 49:7 55:20 65:15 70:24 71:1,2,2 hips 44:3 50:18 50:20 56:2 62:21 63:13 hit 36:1 39:3 120:23 131:6 10:35 17:2,9,10 10:25 11:2,9,10 -N-G 38:4 71:3.11.12 73:: 10:25 11:2,9,10 13:16 30:25 40:6 41:2 54:25 55:1,4 57:9,13 57:15,16,23 58:5,14 59:6,7 64:17 68:3 70:7 98:16 103:10 103:15 112:2,8 112:19 113:7,9 86:6 102:8,10 102:12 110:24 60:23 65:19,22 hitting 35:24 buprofen 29:9 ce 31:11 Hmmph 31:14 helped 52:13 113:12,13,14 114:14,15,18 114:21 115:8 78:13 79:3 HOEFT 2:3 imaging 44:4 64:24,25 78:13 79:3 helping 62:11,16 69:18 71:18.24 72:12,17 75:16 78:23 94:19 120:5 135:9 Held 38:20 mportant 106:10 home 10:14 14:3 29:9 54:13,15 69:18,22 70:22 71:8 76:16 79:7 77:25 78:3,6 79:12,17 80:8 85:4 97:7 122:21 124:8 129:15,23 insured 12:2 improve 88:8 in-home 54:21 55:15 56:14 104:15,19 105:24 107:23 111:9 114:9,11 14:18,24,25 16:12 18:6 83:18,24,25 helps 73:6 hereto 139:14 85-16-90-2 85:16 90:2 94:16 95:10 102:7,11 121:6 121:9,10 132:22,24 133:13 nches 35:6 hereunto 139:16 hesitate 6:7 Hey 35:17 89:20 Hi 81:14 116:10 120:1 133:1,2,11 135:2 136:20 including 77:2 increased 60:12 103:12,14 124:10,20 130:25 high 21:2,11 99:7 99:9,10,13,20 100:11,16,21 100:22,23 101:4,9 102:4 131:4 nousehold 17:18 126:1 indicated 114:17 120:22 122:8 intend 92:14,20 intention 125:17 Hon 1:7 hook 68:16 125:10,14 induced 49:6 Hughes 1:7 hooked 68:20 hooked 68:20 hope 52:17 hopefully 88:17 hoping 88:20 horses 102:8 hospital 32:16 43:19,20,21 44:1,15 45:25 46:19 47:12 48:20,23 56:8 56:11 57:1 interested 139:14 hundred 27:23 29:21 62:10 79:4 86:15 Internet 119:18 influence 5:25 information 5:19 interrogation 5:21 highly 116:19 hill 32:12 35:6,16 120:15 124:18 126:3 136:19 hunh 38:11 interrupt 5:3,4 investigation 5:19 initial 52:25 37:12 37:12 hills 2:5,14 21:4 35:11 99:10 100:16 initially 42:21 hurt 32:14 44:2,3 44:3 46:16 involved 31:4 involving 125:3 Irwin 22:13 125:10 130:22 injured 33:6,10 injuries 31:15 60:24 hilly 35:12 hip 47:25 49:22 50:23 51:5,7,8 hurts 49:12 51:16 husband 102:19 24:14,15,16,23 25:8,9,13,15 26:4,11 27:16 37:25 72:1 61:19,21,23 80:13 87:2 90:2 46:11 47:16 52:25 53:1 76:8 injury 48:10 62:20 92:15,18 51:9,15 52:21 53:11,14 55:23 55:25 60:4,9,11 Hyatt 7:10 17:16 83:22 85:12 101:1 105:16 90:22 93:17.20 hospitalized 28:20 101:7 104:7,24 105:9 118:9 92:20 hot 68:14 109-23 110:1 119:3.20 22

110:11 117:15

ins 87:22

hour 23:16 28:2

essil: rhaBripkaberosklinet Firm Registration No:006139

Page 7

inserted 48:13

	HYERS V. METROFOLITA	N INSURANCE, et al.	Person and house		25550 F-3-1
			WANTED TO SEE STATE OF THE SECOND SEC		Page 8
-	122:16 136:20 137:6 1cwin's 89:20 90:10	135:16 job 21:12 33:7 40:4,5 101:11 101:12 104:4	key 120;17 keys 13;2 kick 73:17 kidneys 88:13,14	103:11,16 108:4 118:4,5 118:24 119:25 124:12,21	left 27:15 33:21 46:12,20 47:25 51:5,17.19 54:8 54:12 66:11,14
The second secon	issue 46:13-68:23 123:22-135:22 issues 28:7-46:5 48:6-62:24 63:12-88:21	105:10,25 106:10 107:18 111:15 138:9 jobs 24:11	kind 13:18 18:2 26:3 34:20,21 42:7 45:22 46:25 49:10,12 55:9,10 59:13	126:7,8,19 130:14 136:20 136:23,24.25 137:14 knowledge 86:3	66:16,20 97:7,8 97:10,11 127:16 135:1 leg 62:12 63:17 63:21 64:2
	132:7 it'd 126:8 it'll 12:23 47:24	jogger 35:11 jogging 35:14 Johns 7:2,3 9:23 9:24 10:1,12 11:16,21 12:7	63:11,13 71:18 73:2 75:17 87:16 90:9 94:11 96:17	Kyle 133:18  L L 2:12 laid 56:7	let's 10:20 25:16 52:17 69:6 99:22 133:18 letter 136:8.13
	Jacob 1:5,13 3:4 4:5,13 19 24 139:2 Jager 122 6 iail 22:4	13:4.15 19:3 24:12,16,17.19 24:24 25:18,22 25:25 83:12 101 2 105:13	103:8 111:11 111:25 130:17 King 2 8 3:6,10 81:13.14 98:5 137:9.11.17	124 10:1.5 11:17,20 15:20 16:5 19 8 39:23 40:6 57:13.15	level 50:14 59:10 Beense 19:25 20 6 30 10 85 9 85:15 96:20 101 19:20
	Jake 102:25 129:9 133:5.8 January 52:8 102:3.18 103:3 103:23	105:14 108:23 111:15 113:22 116:25 118:8 134:18 joint 40:16	knew 39:14 46:16,18 knocked 37:2 know 5:13,20,23 6:16:10;16	99:15,17 104:19 107:23 108:7,22 136:21 lane 35:21	107:11 licensed 137:23 lien 77:10 lies 117:21 life 5:18 50:14
	Jiffy 25:22 26:5 26:7,12 27:3,4 Joan 17:16 Joann 7:10,14	Josh 121:25 Jush's 122:1 jskupin@skup 1:23 jump 81:16	11:16 13:25 15:12 16:11.14 16:16 17:23 18:6 23:11.25 29:18 34:1	Lansing 7:3 40:15 85:3.5 101:12 104:1 107:6,7,9 109:9	52:15 63:7 lift 75:8 lifting 74:25 86:22 limp 63:1,4
	17:17,18 83:22 : 83:23 85:12 97:16,20 98:9 101:1 105:16 108:22 109:15	jumping 90:5 99:2 June 59:21 104:11,21,25 105:9	36:19.19 39:3 39:12.19 43:23 43:23 44:6 46:13 47:24 52:14 57:7 59:6	110:6 Large 139:5 Larson 133:12 Isundry 70:7 Law 2:3	line 109:13 Line 118:16 lip 53:5,5,6 lips 53:7 liquids 15:18
	109:23 110:1 110:11,13,16 111:2,10,17 117:9,21 118:17.25	junk 135:12,13 junkyard #5:24 K K-E-L-L-9:4	62:2 66:21 69:15 70:16,16 70:22 72:3,23 76:4 77:14,25 78:12 79:7.7	lawsuit 4:10 33:14,15 128:24-129:2 laying 39:5 tearned 125:14	figuor 122:6 list 91:25 listed 126:23 lit 128:15
	119:14 120:1,2 120:14;17;19 124:23 128:17 128:23 130:6 131 12;19 Joann's 111-22 113:13 114-25 117-6:8 120:3	K-E-L-L-Y 9:5 Kalkaska 23:7 keep 18-12-69:3 72:23-79:2 125-25 keeping 77:24 Kelly 9-3-99-22 130-8	80:1,4,6,13 81:18,20 82:1 84:11 85:21,23 86:8,9,12 88:2 88:3 89:22,23 91:10 92:23,25 94:8,18,22 95:17 96:16	learning 6:5 27:17-36:22 leave 54:7-131:13 leaving 54:16 Ledge 85:6 [0] 17:24 107-10 Lee 61-24-93-14	literally 36:22 41:17 fittle 32:9 33 23 34:1.25 55:19 55:21 56 6 57 24:24 58 25 59 2.3 62 24 63 13 68:16 71 14 75 17
- delice	134:16.24	kept 13 4 126 7	97:4.21 98 21	93-15	81:16 84 6

HORRS V. METROPOLITA	N DESTRUCTED BY SEC.	bein wros Meks		Distany 3-2-1
				Page 9
87:16 90:5	long-term 92:23	mniled 119:23	137:15	Mete 69:8
92:17 102:12	longer 115:22	134:24	mean 6:9 10:15	metoprolol 69:7
108:17 123:9	look 45:9	mailing 119:20	18:4 23:9 35:8	69:9.11
132:3	looked 45:9	main 44:20,21	60:22 88:15	Metropolitan 1:8
live 24:24 50:13	looking 42:2	47:20	90:12 92:16.24	2:3 98:16
50:14-54:3	lose 37:2	maintaining 86:4	106:23 108:21	Michael 81:20,21
84:17 107:9	loss 80:19	maintenance	130:11 135:12	124:18 137:12
114:7 115:16	lost 35:22	17:1	meant 82:17	137:15
129:22 134:15	lot 15:15 35:17	MAIPF 2:13	mechanic 21:20	Michigan 1:1,9
134:16	44:6 56:5,24	making 17:5	21:21 83:12	1:17.22 2:5.9
lived 7:15_16	60;21 69;23	87:22 107:3	mechanical 15:5	2:14 4:1.9 7:2
17:18 24:11	70:11 93:1 99:3	108:14 109 14	22:20	8:2.3 13:17
115.21 124 24	117.21	management	Mechanics 25:22	21:6 31:9 83:13
130:5.7.9	louder 4:22	62:13	Mecosta 37:21	99:11.17
134 14 137:12	lower 53:5 63:12	manager 126:10	Medicaid 29:17	101:25 104:19
Livernois 2 9	86:22	135:25 138:4	29:25 77:4,6,15	108:23 127:16
lives 8:21 40:15	Lucas 1 20	manslaughter	medical 80:8	136:23 139 2.3
living 7 1,9 9 22	Juck 38:10	35:20	87:3 90 18	139:5
15:20 16:5	lucky 72-7,10	manual 12:12	Medicare 29:17	mid 72:15
40:12.58.16		March 1:15 4:2	77:4	middle 8:12
99 12,15,21	M	17:9 74:22	medication 5/25	106:14 123:6
100:10.23.25	M-A-Y-B-E-L-L	82:16 112:12	29:8 44:7.11	Mierzeiewski
101 15 102:17	106:17	139:2.16	123:15 124:1	2:13
102 24 105 20	M-I-K-A-L-Y	Mariner 15:6	medications	Mikayla 9;7,16
107:5.21 108 7	9:9	mark 2:12 4:8	15:15 56:21.24	16 8 99:23,24
117:4 119:21	ma'ain 89:12	28:18	69:1 76:23	100:3,4.8
130:12.15	96:11 99:8	MARKED 3-15	77:19 126:23	Milan 17:23
132/8	100:9.17 101:3	3:17	127:1	18:10
loaded 43:19	102:1,6,23	marriage 82:8	meds 46:1 49:21	mile 35:16 37:19
lean 17:5	104:9,16,23	137:15	57:10 64:4 69:5	137:1
located 105:12	105:1,17,22	married 20:10	meet 100:13	mileage 77:24
LOCATION	108:2 109:11	Mary 50:6,11	memory 48:6	80:25
139:3	109:16 111:5	53:24 54:16	Mental 135:18	miles 41:3 77:25
log 79:2 125:25	111:24 112:4,6	56:8.11 57:1.12	mentioned 62:20	78:3.6 [18:12
long 7:15-12:16	112/20 113:2	61:8.9 64:16.19	134:21	133:2
24:24 25:11.12	113:17 118:10	69:18 74:6	Mercury 12:1.6	mind 25:5 90:1
41:12 43:3	122:14 123:12	76:17 78:4	12:25 15:6	134 14.16
44 13 49 24	123 16 124 7	Mas 83:12	17:23 18.10	mine 13:7 121:23
59:19 71:6	125:5,7 138 6	massages 68:11	34:17	minute 65:12
79 16,17 85 11	MacDonald 914	Master's \$3:12	met 100:14	minutes 8:4
88;8 91;5 95 11	91:5	matter 81:15	126:18 135:25	41:14 43:4
95 12 105:8	magnetic 73-13	matters 139 7	136:4.16	missed 18:20
108 11 112 7	74 1	Maybell 20 21	metal 61:2	misstate 10 23
113 6 114:7	mail 10-10	106 14.15	MetLife 12:5	14:11
118 6 123 13	119 12 15 16	McClain 81 24	18 9 80 2 4	mistaken 100 25
126 17 133 8	134 20 135 11	82.3.4.8.86.4	83 19 114 20	mix 15-18
138.7	135 12.13	124 14 137 12	114:24 115 4.9	Mun-hunm 34-3
~~~	1	\$		

	N INSURANCE, ot al:	CETO: DACOS INTRA		225310 8-3-
074240420000000000000000000000000000000		×		Page 10
65:10 84:1	Mor 18:17	12:1,6,11,15	2:6	133:7 137:7
133:25	Morgan 7:10,14	15:6,8,9,10	Muriel 1:7	138:16.19
mnawrecki@a	11:4,8 13:8	16:17 17:4.11	muscle 56:6,22	necessarily 96:21
2:15	15:10 18:18.19	17:14 18:12,14	MUTUAL 1:9	neck 48:25 62:22
modifications	31:18 39:8,17	34:17 82:11	Myers 1:5, 13 3:4	63:15,16
59:5	39;25 40:5,11	112:24 113:1.5	4:5.13 5:13	need 5;18,20,21
mom 7:25 8:22	40:14,22 41:7	113;6 114;15	8:25 9:1,3,10	6:6 15:11 50:9
19:6 39:22	49:15 55:6	114:21 120:14	9:11.14 20:21	73:11 81:4.5
40:24 41:18	78:12,19,20,22	120:17,20	81:14 82:1	89:15 96:19
42:2,21 49:15	83:6 96:7,12	129:15,25	98:15 106:19	98:17
94:9 99:15.22	97:17 100:13	mouth 62:20	130:8 139:2	needed 22:21
104:8,14,19,21	100:14,16,18	move 7:21,24 8:8		71:2 102:8
113:19 115:24	100:23 102:14	10:3,4 11:2,6	N.	105:25 106:9
116:2,10,22	102:17 103:6	71:25 84:24	N4:4	114:12 118:20
117:2,4,8,18	103:14,19,21	85:2 102:2,12	name 4:8 8:23,25	132:1
118:2 119:4,7	104:22 105:4	104:8,14,18,22	13:6 18:14,15	negatively 92:8
119:10 120:5,7	106:21,25	105;23 107;7	20:20 37:18	neighbor 121:25
132:23 133:1,2	107:5,7,16,21	107:16 111:9	61:17,24 74:16	neither 139:12
137:23 138:1	108:1 109:6,20	113:19 114:9	81:14,20,23	nerve 62:12
mom*s 82:6	111:4 112:22	114:11 115:16	82:1 83:14,15	never 44:11
moment 19:19	113:10,18	131:19	83:20 84:3,8	84:10 86:1
106:24	114:17 115:21	moved 8:16 10:8	86:8,9,10 92:4	91:19,20
Monday (20:11	115:23 116:4,9	11:7 19:10	98:15 102:22	117:14 118:22
money 77:18	117:13 118:13	24:15,16 85:3,3	106:14,18	120:15 123:4
83:8 112:15	118:19,20	85:12 94:7	108:4 110:5	130:25
136:18	120:1 125:25	102:3,14,14	113:13 114:3	new 40:4 88:6
Monica 2:3	127:4,14 129:1	103;3,23	114:25 115:2	night 10:17 29:9
30:11 98:15	129:12 130:5	104:21 105:13	122:1,15	39:22,22 94:23
month 12:18,18	131:14 134:10	105:16 107:12	123:11 124:17	102:10 119:7
13:1 26:23	135:6 138:7	107:21 108:22	126:16 129:18	132:10
46:10 56:7	Morgan's 13:7	109:25 110:1	129:20 133:10	nightmares
67:13 71:7	101:16 103:1	110:11,16	133:13,16,19	123:2 135:18
94:15 110:21	107:24 115:2	111:17,21	133:22 135:19	nights 119:9
114:8 115:17	138:9	115:23,24	137:4,4	132:17
131:22,24	morning 34:9	116:2,4,10,20	named 83:23,25	nightstand 97:12
months 8:14 25:2	35:14 64:3	117:2,9,15,17	103;14 112;18	nine 28:1,1
25:14 82:18,19	120:11 121:6,7	118:3,21	124:12	Nineteen 137:1
85:12 95:14,15	121:8,9,10,20	130:11 138:11	nature 62:23	Ninety-six
95:23 104:5	132:13	moving 7:22 8:16	68:25 70:21	118:12
108:12,19	mother 40:10	10:5,25 11:9	Nawrocki 2:12	no-no 73:15
111;21 112;9	motors 18:4	22:19 38:22	3:5,9,12 4:8,8	ned 5:9
113:8 116:10	Motrin 86:18	64:4 90:9 102:7	4:16 6:12,15	Nodding 5:8
116:25 117:10	Mount 8:4,5	111:14 116:7	19:18,22 20:4,5	30:22 39:11
117:12,16	32:22 57:8	118:2,25	30:5,9,10,13,17	46:8 67:5.7
118:3,4 123:14	87;13 123:10	138:10,11	30:19 36:12	78:21 79:25
100.10 101.10	135;20,21	MRI's 44:5	66:6 72:12 81:3	136:2
128:13 131:17	Mountaineer	mrossi@rossil	81:7 129:6	none 18:21 32:2

Righe, Borotki & Astoniates, NAC 18001842-4533/18101278-2785 physicio1234-0408

75:5,7,9,15 76:5,7,19,23 77:6,12,22 78:7 78:17,22,25 79:2,6,9,19 34:10,14,20,22 34:24 35:1,13 35:15,23 36:5 office 61:23 93:21 3x:5 49:12 131-23 132-2.5 76:14 88:23 91:17,21 100:4 115:5,7,10,15 122:22 123:25 132:6,7 133:16 133:23 134:3,9 offices 1:16 36:11,17,19 37:7,11 38:8,13 38:18,20,21 134:13.18,20 135:1,3,5,8,15 135:22.25 oh 7:21 9:9 12:18 23:8 24:19 25:4 79:2,6,9,19 80:4,8,13,19 81:2,18,19,20 81:24 82:1,3,5 82:7,10,13,17 83:3,9,14,23 84:5,9,11,16,22 84:24 85:25,7 125:9 128:25 131:8 26:17 27:19 136:8,12,17,25 137:4,17 138:13,19 31:20 35:10 40:20 42:11 54:11 59:4,20 39:1,4,12,17,21 40:2,8,12,16,18 40:21 41:2,4,6 ormal 63:3 normally 23:21 north 7:3 127:19 northeast 8:4 40.21, 41.2, 43.4 41.9, 12, 19, 42.1 42.4, 15, 21, 22 42.4, 15, 21, 22 43.37, 10, 12, 18 44.4, 7, 16, 18, 24 45.5, 8, 13, 17, 21 47.12, 48.2, 5, 8 48.12, 19, 24 49.8, 14, 19, 50.3 50.15, 17, 24 51.4, 6, 81, 52 52.2, 41, 11, 3 53.2, 11, 18, 20 54.9, 16, 20, 25 55.4, 71, 31, 15, 20 55.25, 56, 8, 10 56.13, 19, 57.3, 9 57.12, 15, 18 58.15, 13, 17, 20 58.25, 50, 68, 17 60.25, 61.5, 8, 13 61.15, 22, 62, 61.5 66.15, 67.4, 15 67.18, 68.3, 10 68.19, 69.2, 5, 10 68.19, 69.2, 5, 10 69.12, 17, 21, 64 70.2, 49, 12, 14 71.24, 6, 10, 12, 17 71.24, 6, 10, 12, 17 71.24, 6, 10, 12, 17 old 9:16 20:16 100:1,8 older 9:13 99:24 67:12 73:22 74:2 76:15 82:20 90:7 84:24 85:2,5,7 85:11,14,18,21 86:36,8,12,14 86:16,23 87:5 87:15,17,19 88:1,11,19,24 89:6,10,13,18 89:25 90:5,14 90:16,21 91:1,3 91:7,12,16,18 91:22,24 92:3,6 92:12 93:5,10 93:13,20,25 northwest 8:5 nose 36:15 Notary 139:1,4 notice 139:5 oldest 100:6,7 once 7:21 17:13 39:7 43:14 100:7 101:22 105:14 107:12 113:8 114:8 123:6 133:18 eksy 5:12,24 6:4 6:7,8,11,19,22 7:15,19,24 8:6 8:16,21 9:2,6 9:16,22 10:2,7 45:17 51:20 55:5,7 57:12 58:5 60:10 61:8 noticed 40:22 48:7 November 6:17 26:22 91:6 number 4:11 7:7 7:8 19:16,25 87:18 94:2 126:18 136:1 136:15 29:25 107:24 130:4 nurse 55:5,7 10:13,23 11:2,8 11:13,15,22 12:6,9,13,19,23 ones 80:1 117:25 137:9 open 41:23 66:3 93:13,20,25 94:3,13,18,21 94:24,95:8,17 95:23,96:2,8,12 96:15,24,97:2 97:14,19,21 98:1,3,11,19,25 99:1,9,100:5,10 101:15,18,21 101:23,102:2,4 103:17,104:1,15 111:23,112:25 113:6,14 115:15,20 116:6,15,18,23 13:6,8,11,14,18 13:25 14:2,4,8 14:11,12 15:2,5 56:15 64:16 68:4 77:3 79:12 66:5 opinion 55:9 nurse's 133:10 14:11,12 15:2,5 15:11,13,14,19 162,11,16,22 16:25 17:4,7,10 17:24 18:3,10 18:12,19,24 19:3,8 20:10,24 21:9,11,18,22 21:25 22:6,12 22:25 23:10,15 23:17,23 24:3,7 24:22,24 25:1,3 25:11,15,17,21 opportunities 107:18 111:15 O 4:4 o'clock 121:8,9 121:10,20 O'Reilly 25:19 105:11 135:13 O'Reilly's 25:18 26:5,7,12,20,21 108:25 oath 4:7 131:12 orange 35:7,8,9,9 35:10 37:8 order 26:3,4,10 ordered 119:18 orthopedist 93:25 outright 17:5,6 outside 59:6,7,8 overnight 28:22 owed 134:21 139:9 Obama 29:14 116:6,15,18,23 117:7,20 118:17 119:6,9 owned 82:11.13 obstacle 58:3 26:18 27:3,9,14 27:25 28:3,5,8 85:19 124:3 130:25 131:2 obtain 115:8 obviously 30:20 31:3 33:13 28:17.19 29:1.7 121:18 122:8 wner 91:25 29:13,18 30:2 30:13,17 32:3,5 32:13,19,24,25 72:15,17,21,25 73:1,4,6,16,20 73:24,25 74:9 121:18 122:8 122:11 123:1 123:22 124:15 126:4,17,19 122:13 owning 86:4 Owosso 25:16 44:24 48:12 96:16 October 26:22 74:15,19,25 26:1,2 100:14

Page 11

MERS V. METROPOLITA	A INSURANCE, et al.	razen seven nerra		28.843fz 5-2-1
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		***		Page 12
100:22 137:22	78:11,12,18,19	47:21 62:10	110:5 132:4	56;21
	78:25 85:19	79:4-86:15	placed 37:12	prescription 57:4
P	124:3 125:25	120:15 124:18	123:15	prescriptions
P4:4	134:10	126:3	Placement 1:10	91:9
P.C 1:20	parents' 10:25	period 104:10	4:9	present 4:13,14
p.m 138;20	11:2,9,10 40:6	113:3	places 56-12	46:4
P46110 1:20	41:2 57:13,15	permanent 53:8	Plaintiff 1:6.20	presented 46:5
P61916 2:3	105:24 107:23	permission	planning 125:17	presently 121:22
P69017 2:12	111:9 135:2	120:19	planters 90:11	121:23 127:4
PB0004 2:8	136:20	Perry 13:16	plates 96:20	pressure 68:21
pace 53:21	park 112:16	113:22,25	play 75 17	68:24 69:1.3
pacemaker 52:5	parked 13:16	115:17 130:16	PLC 2:8	pretty 18:5-20.4
52:13,21 53:19	part 44:2 71:19	person 35:18	Pleasant 8:4,5	32:11 41:15
67:6 68:23	87:24 90:15	89:14 112:18	32:22 57:8	43:5 128:21
73:12 74:10	109:4 118:17	124:12 126:4.8	87:13 123:10	previously 86:17
75:11 88:17	118 10	136-13	135 20.21	122.18
pacemakers	particular 83:23	personal 5 17.18	please 5:7 98:21	prior 12:11
74:18	86:19 87 11	94 15 114 12	99 16 106 16	84:25 98 9.10
packed 87:14	96.12	personally 70:17	114 5 122:3	119-9-120-22
pncks 68:14	parties 4:14	78:16	PLLC23	122:19.23
PAGE 3:2	139 13.14	Peter 91 4	point 17 12	127:1 128:24
pnid 23:13:15,16	narts 25-19	pharmacy 57.7.8	49:20.56.5.25	129-2
23:23 24:2 77:6	105:11 109 3	77:3,23 78 1.3	84 17.19 92 6	priorities 106:5.9
78:22 80:4.13	110:8	phone 5:23 77:17	92 22 101:9	Prix 103:9 105:6
80:15.17 122:8	party 33:14	107:24	127:19	112:23
136:19	pass 20:1	physical 45 6	police 91:13,22	probably 26:21
pain 44:11 45:22	passenger 32 8	54:20 55:3.15	91:24 92 6	54:23 63:7 71:7
46:1 49:20	41:24	55:20.22.25	124 23	85:1 90 3 96:1
60:11,15,18	patch 31-11	56:15-61:5,7	policy 83:21	112.9 117:1
62:12,12,13,17	path 87:16	64:16 68:3.10	103 14.14	126:6
63:17.19.23.23	patient 66;24	76 10.12 77:3	112:19.21.23	problem 6:3
63:24 64:2.6	patient 66,24	123:19 133:16	113.9.114:21	29-22-51:19
painful 51:23	paved 57.17 pay 16:25 27:24	physician 90 24	114:24 124:13	62:25
osinkillers 56:22	76:24 80:6.7.19	91:1	124:20	
paperwork 68:8	86:6 110:16.20	pick 57:10 76-23	policy's 83:20	problems 15:5 63:2
115:8			Pontine 103:9	
paramedics	110 22,23	picked 128:15	105.6	process 7:22 10 6
42:24.24	134:10	pickup 12:12		116:7 118:25
pardon 90:8	paychecks 24-3	31 25 134 5	possessions 9.23	produce 22:23
129:14	paying 72:17	picture 42:15	possible 5:4	73:22
parents 8:17	79:20:21 97:17	pictures 42 17	92:17	Products 118:16
15:20 16:5 39:9	122:11	47.7.97:11	possibly 56:2	properly 51:3
39:19:40:12	payments 17 1.5	pilt 88 7	66:11	88:3
41:9.12.42:16	Peckham 109 9	pills 55-11-62-12	pounds 75 6	Property 1 8
42 18 55 6	pending 33-14	pia 90-17	preach 128:9	98.16
57 10 65 14	people 130-15	pinned 12 I	prep 22/19	provided 116.9
69 18.20 78 10	percent 27-23	pizza 108 14	prescribed 54-20	117 9.15
09 18.20 /8 10	29 21 44 20	place 13 4 25 9	prescribing	provider 137:24

			<del>,_</del>	Page 13
providers 90:19	97:20 128:12	receive 119:24	relaxers 56:22	75:19
providing 126:2	quite 40;1 51;13	received 48:9	release 74:19	restroom 5:22
psychiatrist	59:7	74:8	released 57:12	58:9 70:18 81:5
28:12 122:24		receiving 119:12	61:8	resumed 81:10
123:1,5,17	R	Recess 81:9	remember 6:19	return 89: 18
psychologist	R 1:20 4:4	recollect 35:17	18:8 29:12	returned 94:16
28:13	R-E 21:7	48:3	32;21 37:3 39:1	returns 18:22,24
PT 79:14	rain 23:19	record 19:13,21	44:4 45:19 46:7	revamp 58:11
public 19:14	raining 34:24	19:23,24 30:5	46:9 48:2 49:11	rhythm 95:20
139:1,4	raised 84:23	81:9 101:18	61:17,19,21	rid 85:21,22
pull 38:9	ramp 57:22	139:10	91:16 126:16	ride 121:23
pulled 14:9 84:7	range 66:21	recorded 139:2.9	130:18,19	right 4:19 5-16
84:11 113:14	Rap 46;12	records 72:23	133:16	6:2,6,9,20 7 3,5
114-14	Rapids 8:7 11:11	recover 67:2	remodel 58:15,15	7:9 8:10,13
pulling 75:10	43:22 44:12,12	recovering 70:23	remove 75:3	9:18 10:4 11 19
purchase 82-15	44:15 45:17.25	recovery 48:22	Remus 21 6 31 9	11:22 12:25
83:11	46;5,10,13,18	redo 58:16,19	38:17 99:10	13:2,8,20 15 11
pursuant 139.5	47 3,13 48 18	reduced 139.9	Renee 133-12	16:16 17:8.16
put 19/23/25/3	49 17 50:6 52 3	refer 64:18,19,19	rent 110:16,20	18:20 19:5.12
41:18 44:7 46:6	56:20 61:19	95:1	110:22 111:1	20:8 21:22
49;6 50;21,25	65:3,3.4 91:4	referred 126:19	repeat 81:18	24:20 26:3 28:5
52:5.14,16,22	93:16 133:14	126:20,21	rephrase 48:8	28:18 29 20
53:15 61:1.2	133:15	referring 6:23	81:18 98:21,23	30:15 33:22,23
66:25 83:14,15	Rapids-Butter	refills 91:9	replaced 55:23	35:12 37:5,6
113:13	78:4	reflects 19:24	66:10	38:17.19 39:25
putting 74:17	reach 41:24	30:5	replacement	43:14.23 47:4
	read 5:10	regain 47:14	51:10 78:15	48:1.3 49:5.24
Q	ready 40:3-90:1	Regarding 16:25	80:21	50:9,11.23
qualified 139:5	rent 45:9 90:17	regards 92:19	report 87:2	51:12.22 52:18
question 4:20.24	95:1-108:21	regular 29:5	91:22,24	53:4.8.23 54:16
5:2,6,15 10:19	realized 50:22	regulated 69:3	REPORTED	55:14 59:18
98:22.23	really 32:7.14	rehab 14:3 50:4	2:17	60;3,20,23
104:17 109:19	56:11.58:2	50:5 76:16	Reporter 2:18	62:19 63:4,20
109:25 137:23	66:19 70:11	90:24	4:6	63;22 64;6.10
questions 21:25	rear 36:15	reimburse 77:7	represent 4:9	64:10 65:8.11
40.8 58:6 81:3	reason 77:6	reimbursed	81:14 98:15	65:24 66:10.20
81:15 98:20	83:23-86:19	78:17,17	request 129:15	67:15,22 68:22
99:3.4.6 129:5	96:12 102:7	related 7:11 91:7	residence 103:3	69:5,17 70 16
129 9 130:4	107:2.19 123:3	96 21 98:4	respect 123:22	70:22 71:12,18
133:9 134:13	reasons 6:13	137:14 139:12	response 43:5	72:15,22 73 2
137:18	recall 8:9 27:23	relation 82:7	rest 11:20 39:4.7	75:23 76:7.10
quick41:15	28:25 31:1 33:1	92:15	63:7	76 23 77:9.11
50 15 95 1	33:12 37:3	celationship	restate 4-24	77 16 79 12
137.9	85 14 91:13	100;18,19	98;22	81 6,8 82;11
QUINN 2 8	100 12 123 11	106 20 110 12	restriction 75:5	83 11 88 3.6.16
quit 24 16 79 20	131 18 133 11	1276	restrictions 73-7	93/18/94/16
79 21.21.21	133 18.21	relative 139-13	74:25 75:13.14	96,10,17,97,5.6
AG227		·		

Page 14 97:20 98:5,7 105:15 106:24 45:22 seven 35:25 36:8 36:9 121:2 108:12 123:14 scratches 45:3,6 signature 139:16 route 119:3 signed 84:10 sir 4:18 6:3 7:12 15:7,21 16:24 119:4 121:12 rude 5:14 season 105:15 123:6 125:19 126:24 129:16 miles 4:19 6:9,14 98:19 seatbelt 32:25 36:23 Seventy 72:5 severe 47:23 run 12:23 35:18 second 5:6 6:15 17:3 31:2 33:16 130:12.20 severed 44:20 131:3,3,15 133:4 134:4,7 30:3 38:8,20 39:8 50:16 33:18 34:19 70:6 129:5 47:21 89:4 running 13:21 Shaking 92:8 security 19:16 75:24 89:10 125:11,20 Sherry 62:1 shift 121:3,18 shift 35:9 135:11 137:7 42.5 137-7 right-handed 33:21 sister 9:7,13 16:8 94:10 99:23,23 Ruth 2:13 rye 23:1 Ripka 1:16 2:17 ee 25:16 30:3.7 shoes 41:18 sisters 16:5 sit 90:12 92:14 93:11 37:13 40:24 42:21 52:12 Shook 32:14 shoot 12:18 139-19 S 2:17 4:4 139:19 S-A-G-E 106:13 S-H-E-R-R-Y Riverside 40:4 108:10 138:4 sitting 42:1 six 25:2 85:12 104:5 133:2 54:18 61:23 113:8 114:8 62:1,4,11,25 64:22 69:6 shooting 63:23 64:6 138-17 road 2:13 8:2 safe 77:15 shop 83:12 Short 31:25 Shorthand 2:18 31:9 35:12 37:6 75:18 86:3 87:8 138:8 37:15,15,16,17 37:19 41:5 65:17,18,25 size 34:20 Skupin 1:20,20 3:8 30:8,11,14 Sage 20:21 105:18 106:12 89-8 91:7.9 99:22 133:18 109:15,17,20 111:4 120:1 seeing 91:5 93:25 seek 87:2 shortly 14:3 67:20 70:10 87:12 92:24 93:18 99:17 101:24 112:8 81:8 98:8,11 129:8,11 133:4 127:12 Saginaw 23:7 sat 42:23 seen 28:12 29:1 76:21 85:16 sleep 132:23 slept 94:23 slid 32:11 37:4 90:18 113:11 91:22 120:15 123:7 shot 89:20,23 shoulder 64:10 Saturday 119:25 120:10,12 saw 35:10 37:8 rock 35:24 36:2,3 slings 67:11 slip 33:10 slips 74:7,8 end 53:24 shoulders 62:22 125:20 136:8 sense 4:21,23 6:9 62:24 64:9,11 64:13 93:6 rod 61.2 saying 95:15 106:6,8 says 130:17 roll 36:17 39:9 rolled 31:11,12 show 19:8 sentence 5:2 slowly 38:14 64:4 separate 93:21 106:25 107:4 showering 70:18 71:3 95:3,11 32:10 35:25 mall 38:11 scans 44:4 scar 53:11 smashed 47:6 rolling 38:21 Separated 106:22 shut 88:14 58:18 scarring 53:8 sic 19:1 38:5 smoke 81;5 room 58:16 62:21 September 14:1 14:7 49:25 64:11,12 68:21 scene 42:25 46:20 65:12 moking 128:10 Rossi 2:3,3 3:7 130:2 sick 106:4 side 32:8,10,11 36:18 37:6,12 3:11 36:9,11 66:4 72:9,11 98:14,15 129:4 54:23 59:21 79:18 105:14 108:22 110:2 128-12 91-13 scheduled 6: 16 6:17 93:3,5,10 75;23 89;10 39:4,6 51:11,12 51:17,19,22 53:4,9 62:20 125:10,20 socket 61:1,4 softener 69:13 130:4 132:9 110:11,17 111:17 137:18,20 138:13 94:4 September/Oc... 85:17 chool 20:24 21:1 21:2,11 99:7,9 sold 13:24 14:1 86:1 131:6 136:17 Rotator 64:12 65-8 8 67-2 rough 24:4 roughly 54:24 82:17 83:16 99:10,13,20 77:15 sides 59:2 serve 22:4 100:11,15,16 services 78:15 80;21 126:1

85;11 96;3

somebody 19:14 35:14 57:9,10

sidewnys 36:17 36:18

strength 55:16 stretch 5:22 119:10 132:10 132:17 starting 12:11 95:10 126:11 split 83:6 84:4 94:11 113:10 113:10,11.18 120:15 124:19 126:21 127:6 stretched 23:4.9 son 102:25 state 1:1,8 2:8 16:15 81:15 126:3 130:18 134:1 stretches 56:5 sooner 59:25 surgeon 74:16 93:19 stretching 55:18 soreness 86:19 117:13 129:12 124:11.12 86:20,21 sorry 11:4 15:8 17:18 18:12 127:16 130:25 139:2,5 stated 4:25 82:10 129:22 131:14 spoke 119:1 68:4,6 strike 38:23,24 surgeries 48:15 48:16 52:20,24 84:16 105:8 112:17 117:14 strikes 33:11 128-17 66:7 67:1 surgery 48:17 52:2 53:11,14 26:17 36:9 66:15,17 72:9 Sport 32:4 spot 66:3 Station 40:4 108:10 138:4 spots 34:25 striking 39; 1 study 21; 18 stuff 10:5.8 11:9 73:24 82:20 Station's 138:17 spraying 22:20 spring 60:1,6 76:20 79:18 84:16 95:19 100:7 101:22 status 106:20 stay 20:22 28:22 60:4,9.25 67:17 67:19,24 70:10 70:11 71:10.11 111:13 40:6 53:23 11:14,16,20 92:15 sought 135:17 sound 126:24 131:14 sounds 68:17 70:11 71:10,11 71:13 76:13,21 87:20 88:4 suspended 20:8 sustained 47:17 47:23 SUV 32:1 34:18 102:10 113:21 132:2 stayed 39:22 19:16 27:18 45:3,6 55:8 80:17 88:14 113:16,18 114:14 115:17 springtime 59:25 SS 139:2 St 7:2,3 9:23,24 10:1,12 11:16 113:24 119:6.6 staying 10:17,21 91:10 93:1 96:20 110:24 119:18 126:14 135:7,13 stump 35:25 36:1 36:2,5 81:23 134:4 south 1:16 2:13 11:21 12:7 13:4 13:15 19:3 sweep 70:7,8 swerved 35:19 steering 39:3 stenographically 139:9 24:12,16,17,19 24:24 25:18,22 25:25 83:12 38:16 sworn 4:6 139:6 stent 50:25,25 52:22 stents 47:22 southwest 38:16 Sowle 2:13 subscribed T-I-O-N 38:5 table 25:3 73:3 accinate 69:7.11 soybean 23:1. 101:2 105:13 speak 4:22 115:4 128:23 105:13 108:23 111:15 113:22 116:25 118:8 48:13,18 53:16 53:19,22 Suite 1:21 2:4,14 summer 27:4 122-9 122:9 take 5:20 13:11 13:12 23:25 30:12 41:12 Sunday 127:13 127:13 specialist 61:25 step 57:25 109-3 134-18 stimulation Sunview 7:2 10:12,22 19:2 43:3 50:9 81:4 86:18 87:8 stable 95:21 stitches 52:22,24 64:23 specific 7:7 Spectrum 44:13 46:1,25 65:1,4 Stacy 8:24 99:22 stairs 57:18 53:2.5 Supervised 95:22 Supervision 139:9 stool 69:13 113:12 129:18 starts 57:18 standing 42:2,9 staples 67:23 Star 15:25 start 12:25 16:1 129:23 taken 1:15 4:17 6:13 55:14 81:9 stop 58:18 65:14 67:15 79:14 139:9 supervisory 95:5 supplier 110:7 supposed 88:7 sure 5:10,15 24:5 27:23 30:4.17 32:1 44:6 55:10 Spectrum-Big 43:22 speed 57:25 127:19 139:13 talk 6:22 33:23 stopped 14:16 79:14 spell 9:8 38:6 40;3 58;18 64; 79:14 stores 38:12 story 57:16,16,17 straight 12:22 59:13,18 83:10 106:5,10 70:9,11 74:20 92:25 100:18 62:2 74:11 36:3 73:9 92:7 97:24 127:4 128:19 129:1 106:12.16 114-5 122-3 104:1 108:25 55:11 62:10 121:3,5 started 12:14 15:6 17:13 77:14 79:4 83:11 86:15 spelled 122:6 136;12 talked 33:19 35:3 40:22 41:7 spelling 122:4 street 1:21 132:8 mend 133-8 87:19 22 BS:2 64:15,15,16 60:10 100:19 136:25

110-22 128-14

mmsil: stabilpretocorkisest Time Registration (C:008)39

101:4,9 102:5

set 4:12 39:8

Page 15

94-14-24-95-11

MYERS V. MITROPOLITA	8 INSUGABLE, et al.	STATE WHEEL STATE		EVECUT December
<b>p</b>				Page 16
66:6 72:22	Thank 22:14	47:13 83:5	117:12.18.23	traffic 37:10
89:23 90:19	34:15 37:7 83:3	111:21 112:9	118:2,13,16	trail 59:11
91:19,20 92:10	98:6 129:5	116:10 117:2	119:2.7.12	training 21:12,22
92:17 130:16	137:17 138:13	117:10,12.16	120:4,7,8,22	transcript 5:1,10
134:11	Thanks 72:11	118:3,4 121:14	123:15 124:4	19:15
talking 27:17	133:4	121:15,19	127:16 128:10	transcription
36:3.4 49:16	theft 30:25 125:3	128;12 130:15	128:17,19	139:9.10
51:8 97:20	therapist 28:13	131:17	131:24 134:14	transferred
111:23 118:1	123:17:19	threw 41:17	136:4,14,16	83:16
134.9	133:17	throwing 56:24	times 35:25-36:8	transferring 71:3
Tardiness 106:4	therapy 54:20,21	tight 59:2,3	36:9 61:10	95;4,12
taught 50:13	55;3.15,20,22	tilted 63:13	95:10 136:12	transitioning
tax 18:22.24	55:25 56:15	time 4:12-5:4	Tire 25:16,24	10:3,4
82:16 83:8	61:6.7 64:17	6:15,25 9:22	26:5.6.7.8,12	transportation
taxes 17:8 19:1.6	68:3,11.76:10	10:10.14 11:22	26:15,17 27:10	78:7
23 25	76 12 77 3	12 1 14 18 15 3	27 15,20,22	Travel 15 25
teaching 54:2	123:19	15:19:19 16:4	119:23 134:22	Traverse 1:17
technically	thin 20-4	16 11 17 10.12	137.21	treat 56:10 62:9
130:11	thing 39:7 46 7.9	20.5.22:4.6.7	tired 67:13	92:14.20 123:1
tecth 53:7	49 11 58:2	23:17 24 22	title 83-14,16	123:13
Telegraph 2:13	68:20 81 17	25 3,7,10 29 4	84:10 86 8,9,10	treated 56:12
telephone 136-13	106-6	29:7,10 33:3.9	92:4 129:18,20	77:2 92:19
tell 4:22,22,23	things 5 1.17	34:8 35:17	today 4 13 6 1	123:5.17
6:23 44:1 45:19	62:22 67:12	36 18,19 37:4	61:13 77:20	treating 52:9
47-16,19 48:15	70:21 73:12	38:1-39:12,25	80:11 92:14	61:13
60:25 77:14	95:25 114:12	43:5,23:44;22	93:3,11 96 4,13	treatment 48:9
89;22 92;5	128-9	45:11 46:12	127:24 128:2	54:18 87:3
106:9 117 22	think 9:9-20:2	47:16 48:25	toilet 71:3 95 4	122:23 135:17
118(21 123(23	24:8 28:1 29:19	49.20.54:22	told 44:3 47:20	treatments 52:20
131:23 136:9	41:18 45:22	55:22 56:5,25	47:25 63:1.8.12	treats 62:11
telling 130:19	49:25 60:21	57 20 58:8,18	66:2 74:9 78:24	tree 36:5
ten 22:1-23:11.11	62:10 89:3,9.15	60:3,15 66:19	89:24 106:5	trial 88:6,6
28:1	89:20 95:11.13	71:19 76:12.15	118:20,21	tried 41:23 106:9
TENS 67:8	95:24 98:5	79:14-81:4	128:20 132:9	trips 127:19
testified 4:7	109:9 110:5	82:16.18 87:14	135 3	trouble 97:5
86:17 116:18	118;16 124;14	92:10:98:19	ton 134:13	Troy 2:9
122:18 124:3	124:18 126:21	99:12,13,20,20	top 35:6-37:13	truck 12:17
127.10 130:8	129:4 133:15	100:11,23	47:23 48 3 51:2	13:21,23,24
testify 6:1-139-6	134:5 135:19	101:1,9,15	63:20	14:1.8 16:16
testimonies	137:7	103 6.17.21.22	teprelel 69:10	43:15 111:20
117:21	third 98-19	104 10,19,25	totaled 32:5 47:5	111:21,25
testimony 116:9	thought 12:24	105 2.4 107 4	totally 1319	112:7,8,14,19
117 9.15	88 24	109 4,4.5,6	touching 139 6	112 25 113 4
118:17 120 22	thousand 83:5	110 9.14	town 38-12-43-6	true 67:3 116:18
128 23 129 1	thousands 23-2	111 18 19	track 77 24 79 2	117 24 122 9
130 5 6 21	three 20-17-35-6	113 1.3 23	traction 50-21	122:10 139 10
139 10	413.1446.11	115 6,9 117 4	tractors 90-12	truth 139:6.6

				Page 1
try 15:15 43:2	87:1 94:22	vary 121:17	73:10 74:3 81:7	107:5 113:4
65:14 89:18	98:20	vehicle 11:23	81:18 82:16	115:23 117:1.1
trying 5:14 11:15	Understandable	12:9 13:6 16:3	87:12.19 89:24	119:9 121:1.11
25:3 38:9 42:15	32:15	35:1 36:14	94:13 95:1	121:14 127:14
56:6 75:21 88:5	understanding	38:21,23 40:21	129:7 130:14	127:14 132:18
88:15 130:14	87:20 93:23	41:21 47:4	132 8.22 133:8	weekend 135:7
132:24	101:19 108:15	59:12.14.18	wanted 13:11	weekly 23:23.24
tube 49:3	108:18 112:2	82:15 83:17	84:6 113:12	weeks 8:14 46:1
tubes 48:25-49:1	114:20.24	84:3.12.86:1.4	114:17 130:18	47:13 49:6 50:
tura 79:9	116:15	91:25 92:4	wanting 77:18	50:7 54:1.7
turned 41:5	understood	96:14,16,19,25	wants 30:11	70:12 72:14
twice 55:3	94:14 98:24	103:8-10.12.15	75-17	89:19 117:2.2
102:11	131:11	105:2.4 111:18	wasn't 20 8 23 6	went 12:14 14:9
twe 5:1 16:21.22	underwent 48:15	124:3 133:24	34:24:80:17	14:16.20 16:1
25;14 29:17	48:16.17	vehicles 15:22	90:2 130 12	27:15 36:15
38:12:46:11.22	48:10,17 unh-hunh 5.9	17 20 124 20	134 1	37:5 39:20
47:13,22 49:6	unh-unh 59	vehicular 35:20	watch 109;17,20	43:19,20 49:11
50 4,7 54 1.6	115 12	ventilator 49-4	water 5/22	50:24 53:7,21
54:12,14 56:2	upcoming 136.9	Vernon 8:2	Watson 7:10	54:12.13.15
57:16 67:19	upper 53:6	84:18.24 85:15	way 22:10 24:20	58:25 59:24
69:16 71:7,15	ups 87:22	94 7,9 97 7	37:25 52 15	65:4 67 14 77
72:14:95:14.15	urgent 87-8,10	99:17 130:9,15	59:13-92:21	77:19 84:8
95:23 102:9	use 5:22-18:25	132 10.18	102:9 118 11	85:24 95:15
108:19 111:3	57:8-58:9-68:5	visit 120:2	118:12.12	104:7 109 17
116:10.25	71:3 81:5	volunteer 43-11	130 18,19	110:20 112:15
117;1,2,10,12	usual 12:9	vs 1:7	Wayne 1:2 4:10	117:14 135:6
117:16 118:4,7	usually 6:22-24:3	w	We'll 8:10 15:14	135:13
119:11 121:14	57:8 62 15 64:3		we're 5:10,14	weren't 80:15
121:15,18	66:25 77:13	W-I-N 22:15	22:24 23:3	125:1 130:11
123:14 131:6	121:5,20	wage 80:19	27:17 28 18	West 1:21 8:2
131:17 132:17	utilities 110:25	wait 119:21	51:8 72:25	99:17 130 9.1:
137:9		waiting 119:22	106:24 111:23	132:10.18
type 31:24 56:22	V	Waking 46:10	130:13	wheat 23:1
62:13 89:14	V6 12:19	walk 63:3.3.4	weak 50:23 51:1	wheel 39:3
types 94:14	V8 12:19	68: I	wear 66 22	132:25
95:24	vac 70:8	walked 67:13	wearing 36:23	wheelchair 50: I
typically 121:3	Valentine's	walker 67:12	weather 34 22	50:14:54:4:56:
121:18	72:15	128:2	51:20	56:4 57:20.23
	valid 20:6	walking 127 22	week 8:15 10:20	58:10.12.22.2:
U	van 15:25 16 12	wall 97-12	10:24 [] 8.11	59:19.20 60:3
U-M-S 21:8	16:18,20.21.23	Walmart 57 8	23 18:21:22:23	60 10 67:4
uncle 103:1	16:25 17:2	want 5:14:10:16	27 22 50:22	70:23
unconscious	124 6.8.10	14 1.25 19:12	55:3:5:7 67 17	When's 22 6
4K 12	130:22.24.25	19:13.13.14.22	67 19 70 13	128:17
understand 4-20	131.2.7.9	22 22 30 7.17	71 15 16 22	WHEREOF
10 15 15 17	136:17	35 19 57 25	72.5.76.4	130 16
37 14 81 17	vandalism 30/24	62 15.16 69 4		whoever's 77 2-
	1	1	g 2000 CC CO F 1.95	

# State Farm's September 6, 2018 Motion for Summary Disposition

Sub	-Exhibit 3: Ma	arch 2, 2018 D	eposition of Jacob Myers	
MYERS V. METROFOLITAN (MEURANCE, at al.	bitten manna tilese	tada 454a Page 18	abland - Malardorfeten Hundricket, og te i trænt 1900/19 flæde	TASEN Pag
wind 63:1 window 42:11,12 43:16 windshield 43:16 43:17 winter 120:6 wire 68:17 witness 3:1,2 20:2 36:10 66:5 72:10 81:5 98:7 98:10,12 139:10,16 work 92:2 work 22:10 24:10,20 25:12 25:15 26:15 34:11 37:25 39:24 52:14,19 59:7 71:17 72:4 72:7,10 86:18 86:22 88:9,12 89:25 90:1 101:4 103:17 103:18 105:8 108:3,11 109:21 110:4,9 118:3 113:3,:3 137:21 138:3,7	59:21 72:24	209-21 72:7,10 1 75:6 100:2 20-year-olds 66:25 2003 12:1 34:17 82:11 2011 31:7 87:1 122:19 2012 123:7 2013 21:10 99:11 100:19 2014 101:14 102:3,18 103:4 103:23 105:19 2015 26:24 82:16 104:12,22,25 105:10 108:22 110:2,11,17 111:17,23 129:12 2015 6:19 14:5 22:8 34:6 76:6 89:11 91:6 112:10,12 113:16,18	29 139:20 2ad 1:15 3 3 80 65:25 306 2:4,14 313 1:22 32 78:3 338-22902:15 350 1:21 4.24:6 40950 2:4 45 8:4 110:21 48083 2:9 4826-3298 1:22 48302-0179 2:14 48371 101:25 48633 29:19 48837 101:25 57:8 50 27:22 75:6 50-50 93:10 127:10 509-7073 2:10 534-6447 107:25 542-6531 2:19 553-5;16 593-9292 2:5	
24:14,15 25:16 25:18 26:21 27:4,10,11 27:4,10,11 27:4,10,11 27:4,10,11 27:4,10,11	00:24 54:5 [17-012213-Nr	79:18 89:19 107:8,17,21 108:6 2018 1:15 4:2	6 6 12:22 6:90 121:5 66 38:19	
working 22:12 23:6,18 24:22 25:7,9 37:25 Yeager 122:2,5,6 yeah 12:21 13:19 14:7 18:2,4	ZIP 99:18 18 82:17 100:8 18th 139:16	139:2,16 2022 139:20 20th 49:25 51:14 52:8 105:19	7 7:00 [2]:5 7:30 34:9	
39:25 40:5 51:2 55:16 71:24 72:4,6 86:24 98:16 1014 7 9 41:16 43:25	94-ish 17:25 06 135:18 19 136:24 1997 130:24	2175 2:17 24 83:17 94:22 95:24	7023:21 120:23 70024:6 717 1:16	

		 	Page 19
29 139:20	89 23:22 78:6		
2nd 1:15	120:23		
	800 2:19		
3	81 3:6		
300 65:25	85 12:12 112:1		
306 2:4,14	86 131:10 136:17		
313 1:22	50 151,10 150,17		
32 78:3	9		
338-2290 2:15	9 23:16		
3501:21	90 44:20 47:21		
	85:18		
4	961-0425 1:22		
43:5	97 15:25 31:25		
4-24:6	85:18 131:7		
40950 2:4	99 3:7		
45 8:4 110:21	9800 101:24		
48083 2:9	989 107:25	1	
48226-3298 1:22	909 107:23		
48302-0179 2:14			
48304-5124 2:5			
48632 99:19			
40837 101:25			
4003/101.23			
5			
57:8			
50 27:22 75:6			
50-50 83:10			
127:10			
509-7073 2:10			
534-6447 107:25			
542-4531 2:19			
55 35:16			
593-9292 2:5	1		
6 12:22			
6:00 121:5			
66 38:19			
60 39:15			
7			
7:00 121:5	1		
7:30 34:9			
70 23:21 120:23		1	
700 24:6			
717 1:16			
10 11.10			
8			
8:00 121:20			

# State Farm's September 6, 2018 Motion for Summary Disposition Exhibit 2: Myers v MetLife - June 21, 2018 Order Granting State Farm's April 12, 2018 MSD EXHIBIT 2 EXHIBIT 2

Plaintiff,

vs.

Cathy M. Garrett - WAYNE COUNTY CLERK

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY AND MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY,

Defendants.

Gerald R. Skupin (P46110) SKUPIN & LUCAS, P.C. Attorneys for Plaintiff 155 West Congress, Suite 350 Detroit, Michigan 48226 (313) 961-0425 Telephone (313) 961-1033 Facsimile jskupin@skupinlucas.com

Monica Hoeft Rossi (P61916) THE ROSSI LAW FIRM PLLC Attorneys for Defendant Metropolitan 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292 Telephone (248) 686-3360 Facsimile mrossi@rossilawpllc.com

Timothy A. Holland (P66218) Anisa Allen (P75731) HACKNEY GROVER, PLC Attorneys for Defendant State Farm 3514 Rivertown Point Court SW Grandville, Michigan 49418 (616) 257-3900 Fax: (616) 257-8555 anisa@hacknevgrover.com

Mark L. Nawrocki (P69017) ANSELMI, MIERZEJEWSKI, **RUTH & SOWLE, P.C.** Attorneys for Defendant MAIPF 1750 South Telegraph Road, Suite 306 Bloomfield Hills, Michigan 48302 (248) 338-2290 Fax: (248) 338-4451 mnawrocki@a-mlaw.com

Hackney Grover

FILED IN MY OFFICE

17-005137-NI

PLLC

IT IS SO ORDERED.

/s/ Muriel D. Hughes 6/21/2018

HON. MURIEL D. HUGHES CIRCUIT COURT JUDGE

FILED IN MY OFFICE Hackney Grover

17-005137-Ni

Cathy M. Garrett - WAYNE COUNTY CLERK

PLLC

1	
2	STATE OF MICHIGAN
3	17th JUDICIAL CIRCUIT COURT FOR THE COUNTY OF KENT
4	
5	
6 7	MECOSTA COUNTY MEDICAL CENTER, CASE # 17-07407-NF d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE
8	PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP,
10	(Jacob Carl Myers), Plaintiffs,
11	VS.
13 14 15	METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,  Defendant/
16 17 18	MOTION FOR SUMMARY DISPOSITION HEARING BEFORE THE HONORABLE DENNIS B. LEIBER, CIRCUIT JUDGE GRAND RAPIDS, MICHIGAN - SEPTEMBER 7, 2018
19	APPEARANCES:
20	ON BEHALF OF THE PLAINTIFFS:
21	PATRICK M. JAICOMO (P75705)
22	MILLER JOHNSON 45 Ottawa Avenue, S.W., Suite 1100
23	P.O. Box 306
24	Grand Rapids, Michigan 49501-0306 (616) 831-1700
25	

#### **September 7, 2018 Summary Disposition Hearing**

ON BEHALF OF THE DEFENDANT STATE FARM:  LUCAS J. MYERS (P75605) HEWSON & VAN HELLEMONT PC 25900 Greenfield Road, Suite 650 Oak Park, Michigan 48237-1297 (248) 968-5200  ON BEHALF OF THE DEFENDANT METROPOLITAN:  CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304 (248) 593-9292			
HEWSON & VAN HELLEMONT PC 25900 Greenfield Road, Suite 650 Oak Park, Michigan 48237-1297 (248) 968-5200  ON BEHALF OF THE DEFENDANT METROPOLITAN:  CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304	ON B	BEHALF OF THE DEFENDANT STATE FARM:	
CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304		HEWSON & VAN HELLEMONT PC 25900 Greenfield Road, Suite 650 Oak Park, Michigan 48237-1297	
THE ROSSI LAW FIRM PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304	ON B	BEHALF OF THE DEFENDANT METROPOLITAN:	
	ON B	CHRISDON F. ROSSI (P59305) THE ROSSI LAW FIRM PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304	

1	Grand Rapids, Michigan
2	November 3, 2016
3	* * * *
4	MR. JAICOMO: Patrick Jaicomo on behalf of
5	plaintiffs.
6	MR. ROSSI: Chris Rossi on behalf of Defendant
7	Metroplitan Group Property and Casualty Insurance.
8	MR. MYERS: This time correctly for the right
9	matter is Lucas Myers on behalf of State Farm, your Honor.
10	THE COURT: Welcome. Please be seated.
11	We have two Motions for Summary Disposition
12	brought by defendants or Defendant Metropolitan, but I'm
13	sure that State Farm joins it the issues.
14	Shall we discuss the (C)(7) first?
15	MR. ROSSI: Sure, I'd be happy to, your Honor.
16	Thank you, your Honor. That's my client's Motion
17	for Summary Disposition based on res judicata and
18	collateral estoppel.
19	I know from sitting through your motion call
20	previously, I know you've read everything, so I'm not going
21	to belabor the points set forth in the briefs. I think
22	it's been briefed pretty clearly.
23	The point I would make is that it seems rather
24	axiomatic that in order for Jacob Myers' medical providers
25	to recover PIP benefits from my client, from Metropolitan,

that	there	has to	be ar	n estab	olis	shed	has	to be	
estab	lished	d that	Jacob	Myers	is	entitl	ed or	eligible	for
those	PIP	oenefi:	ts.						

And the ruling in Wayne County Circuit Court held that Mr. Myers is not entitled to PIP benefits. That's nothing of course the hospitals did wrong or anything within their control. It was just a situation where Mr. Myers failed to secure the appropriate insurance.

And so of course, upon getting that ruling, I filed this motion under (C)(7). I think I also said (C)(10), but I think I should have just said (C)(7).

The response that I received was that well, the medical providers are not privies to Mr. Myers. I think that's a tough argument to make.

And I would point first to the plaintiff's complaint. And within that complaint in the specific paragraphs 49, 59, 64 -- I believe there's another paragraph that my notes don't reflect. But they start out each count, and they plead out that -- a paragraph that states Jacob Myers is entitled to personal protection insurance benefits from Defendant Metropolitan.

I'm sure they do that in every case. And of course, the reason that they do that is because they have to establish that Jacob Myers is entitled to those PIP benefits. So I think it's difficult to say that they're

3

4 5

7 8

6

10

9

12

13

11

14

16

15

17

18

19

20

22

23

21

24

25

not privies to him, that this case is somehow separate and distinct from the Wayne County case.

And I just would be curious if the roles were reversed, if we had a jury verdict in Wayne County or a judge had held as a matter of law that Jacob Myers was entitled to PIP benefits from Defendant Metropolitan, it would be a hard time for me to come before your Honor and say we're still not paying the doctors, we're still not going to pay those physicians even though another court or a jury has adjudicated that issue. I think to say all this is a separate proceeding, that this is something different, I think you'd be looking at me pretty curiously to make that argument. So we've asked for summary disposition.

And I pointed this out a few weeks ago, and I will just be brief. But there was a suggestion -- and not even a suggestion but an allegation in the plaintiff's response that my client always wanted Wayne County Circuit Court to hear this case, and that's not true.

I filed a Motion for Summary Disposition the same -- almost the exact same motion in both cases. duty to my client, and I had this basis for dismissal. I filed it here, and filed in Wayne Circuit. It was actually scheduled to be heard here first, which is fine. I have confidence that whichever judge in Michigan hears my case, they're going to decide it based on the law.

	I wasn't venue shopping. It just so happened
that when	we filed the motion here, plaintiffs' counsel
asked for	an adjournment of the motion for additional time
for disco	very. And of course, we obliged. In the interim
Wayne Cou	nty Circuit Court ruled in our favor.
	Put the idea of this unclear hands argument I

But the idea of this unclean hands argument, I really hope that would be out of their brief by now, because there was no effort to get the case decided by Wayne County. It's a little bit comical to think of Wayne County as an insurance company's favorite venue, because it's just not the case. I know it there, because I'm there frequently. It's a great venue with great judges, but I think the reputation is if you're an insurance company, it's probably not one of your favorite venues.

We would respectfully ask for summary disposition based on res judicata and collateral estoppel based upon the ruling in Wayne County Circuit Court.

THE COURT: Thank you.

MR. ROSSI: Thank you, your Honor.

THE COURT: Does counsel for State Farm have anything to add?

MR. MYERS: Only that we concur fully in the motion and that whatever argument's counsel for plaintiff makes as to res judicata -- we think the collateral estoppel argument is bulletproof. We further add that we

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

24

25

intend t	o bri	ng a	simi	ilar	moti	on	and	that	the	unclean	hands
argument	has	no b	asis	in	fact	or	law.				

THE COURT: Now, Counsel?

MR. JAICOMO: Thank you, your Honor.

The dispositive issue here as far as whether to apply either res judicata or collateral estoppel is that the hospitals are not the same party as Mr. Myers. That's very clear in this case, because in the post-Covenant landscape, to pursue these claims, hospitals get assignments of the claims from the person.

Mr. Myers gave his claim to the hospitals. At that point, it was no longer his claim. That was long before he filed in Wayne County. He had no right to bring those claims in Wayne County. Therefore, anything that happened in Wayne County can't bind the hospitals on claims that they owned, not Mr. Myers, by the time he filed the claim.

Furthermore, State Farm and Met Life could have moved under (C)(7) in Wayne County to dismiss the claims that Mr. Myers had brought on the basis of the assignments that he gave to the hospitals and that both the insurers were aware of throughout the entire pendency of those proceedings, so if they wanted to bring a (C)(7) claim, they should have done it in Wayne County.

Now, I think what they're actually trying to do

	1	
	2	
	3	
3	4	
	5	
	6	
	7	
	8	
	9	
1	0	
1	1	
1	2	
1	3	
	4	
1	5	
1	6	
	7	
	8	
1	9	
	0	
	1	
	2	
2	3	

25

is to tell this Court, well, because the only way the
hospitals get benefits is if Mr. Myers is eligible, that
somehow the same as him being the same parties. That's not
the case. They aren't the same parties on a procedural
basis even though the hospitals in this case do have to
prove that Mr. Myers is eligible for benefits.

But there are plenty of times when there are two separate cases that might adjudicate the same issue of negligence. For instance, if there's a truck accident and there's one plaintiff in one county and one plaintiff in another, it doesn't necessarily bind both parties depending what arguments are made in one case or the other if the same parties aren't on both sides of the equation.

THE COURT: Wait a minute. Your analogy confuses Are you saying the same transaction and occurrence? me.

MR. JAICOMO: I'm just saying if you have separate parties, it doesn't matter if it's the same accident that's at issue, because each party has its own right in the case. It has to adjudicate that right. If another party, as is the case here, adjudicates the same claim in a different court, that doesn't bind the party in the first case.

THE COURT: Both parties being injured parties out of the same incident?

MR. JAICOMO: Correct.

1	THE COURT: But we don't have that here. We have
2	one party that was injured; Mr. Myers.
3	MR. JAICOMO: True, but we have two, separate
4	parties under the law, your Honor, and the proper party to
5	bring the claims in this case is the hospitals, because
6	Mr. Myers had no claim at the time he filed in Wayne
7	County.
8	THE COURT: Because?
9	MR. JAICOMO: Because he assigned those claims to
10	the hospital.
11	THE COURT: Continue.
12	MR. JAICOMO: That's all I have unless your Honor
13	has questions.
14	THE COURT: No, thank you. I have nothing
15	further.
16	Well, are you having a spasm or you wanted to
17	raise
18	MR. MYERS: If I may just briefly comment on
19	I'm getting familiar with these arguments. I'm not
20	familiar or involved directly in the motion, but privity
21	itself hinges on a contractual relationship.
22	The difference between his analogy which fails
23	for that exact reason in our case is precisely that
24	privity, your Honor. In assigning his claim to the
25	providers, he created that relationship. They stand in

#### September 7, 2018 Summary Disposition Hearing

privity by virtue of the assignment. For that reason, the argument as to res judicata should succeed as well.

But even if you set aside that argument, the issue preclusion doesn't hinge upon these same considerations, and that issue was decided.

THE COURT: Thank you. Well, let me address the issue now, lest the Court be accused of dropping the reins as this case goes over the cliff on a number of theories on a number of separate motions. To do this, I want to give some historical background with regard to the case as it relates to Kent County as well as Wayne.

Previously, this Court denied both parties defendant Motion for Summary Disposition to Michigan Court Rule 2.116(C)(8) and (C)(10) by Opinion and Order dated April 20th, 2018. The issues were a bit different as with regard to -- because it's a (C)(8) as opposed to a (C)(7) motion.

And even earlier, this Court granted Defendant State Farm and Metropolitan Group's Motions for Leave to File a First Amended Defense on April 17th, last month.

In the matter currently before this Court, the defendant, Metropolitan Group Property and Casualty Insurance Company and by implication, the Defendant State Farm, seek Summary Disposition pursuant to Michigan Court Rule 2.116(C)(7) and also (C)(10), but I'm limiting my

analysis to (C)(7) for purposes of this opinion.

This is a case for first party PIP benefits filed by several medical providers, Mecosta Medical Center, doing business as Spectrum Health Big Rapids, Spectrum Health Hospitals, Spectrum Health Primary Care Partners, doing business as Spectrum Health Medical Group, Mary Free Bed Rehabilitation Hospital, and Mary Free Bed Medical Group, all seeking payment for alleged medical treatment rendered to one Jacob Myers following his involvement in a car accident.

Now, each of the parties plaintiffs are assignees of Mr. Myers pursuant to Assignments of Rights to claim first party personal injury protection benefits pursuant to the No-Fault Act.

There has been mention today and the Court has been aware previously that two lawsuits were filed in the Wayne County Circuit Court arising out of the identical same transaction and occurrence as the case here filed in Kent County.

Those cases are identified as State Farm Mutual Automobile Insurance Company (Jacob Myers) v Metropolitan Group Property and Casualty Insurance Company, bearing Wayne County Circuit Court Case Number 17-005137-NI, and also Jacob Carl Myers v Metropolitan Group Property and Casualty Insurance Company, State Farm Mutual Automobile

Insurance Company, and Michigan Automobile Insurance
Placement Facility bearing Wayne County Circuit Court Case
Number 17-012213-NF. These two case were consolidated in
the Wayne County Circuit Court for purposes of disposition.

Now, I'll note parenthetically, just as was noted in a footnote, that the litigation as it relates to the Michigan Automobile Insurance Placement Facility apparently still has viability.

My colleague, Judge Muriel Hughes, conducted a hearing in the cases assigned to her, which resulted in an opinion dated July 19, 2018, in which Jacob Myers was found ineligible for first party personal injury protection benefits and also that Mr. Myers' claims against the Defendant Metropolitan Group Property Casualty Insurance Company were dismissed with prejudice and that State Farm Mutual Automobile Insurance Company's complaint against Defendant Metropolitan Group Property Casualty Insurance Company was thereby dismissed for reasons stated on the record.

Now, to be fair, defendants did bring a motion for a change of venue before this Court, which I denied for reasons stated on November 14, 2017, but in denying that motion for change of venue was not a decision on the merits and was in essence an accommodation to the plaintiff just because plaintiff's records and the distance, perhaps,

1	would more easily be heard here than in Wayne County.
2	But recognizing that Judge Hughes found that
3	Jacob Myers is ineligible for first party personal injury
4	protection benefits, recognizing that Judge Hughes
5	dismissed Myers' claims against Defendant Metropolitan with
6	prejudice, this Court is of the opinion that the claims in
7	the instant case filed in Kent County are barred by the
8	doctrines of collateral estoppel and res judicata.
9	The law is clear and the answer is plain, the
10	health care provider is barred from litigating a claim for
11	payment of medical expenses against an insurer when the
12	patient's claims have been dismissed with prejudice against
13	the insurer. See TBCI, PC v State Farm Mutual Automobile
14	Insurance Company, 289 Mich App 39(2010).
15	Accordingly, the defendants' Motion for Summary
16	Disposition is respectfully granted, and the Court thereby
17	finds that further discussion under (C)(10) analysis is
18	irrelevant.
19	Counsel is asked to prepare the respective
20	orders.
21	MR. ROSSI: Thank you, your Honor, I will prepare
22	an order.
23	THE COURT: Thank you for bringing this to my
24	attention.
25	MR. JAICOMO: Thank you, your Honor.

1	MR. ROSSI:	Thank you.
2	MR. MYERS:	Thank you.
3	(P	roceedings concluded)
4		-000-
5		
6		
7	STATE OF MICHIGAN )	
8	)	SS
9	COUNTY OF KENT )	
10		
11	I, Bobbi Jo Vande	n Heuvel, do hereby certify that I
12	reported the proceed	ings had in the aforementioned cause,
13	and that the precedi	ng pages represent a true and correct
14	transcript of the pr	oceedings had in said cause on said
15	date.	
16		00/11/
17	January 7, 2019	Doth Co Vandu Hal
18	Date	Bobbi Jo Vanden Heuvel
19		CSR # 5219
20		Official Court Reporter
21		
22		
23		
24		
25		

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS; SPECTRUM HEALTH HOSPITALS; SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP; MARY FREE BED REHABILITATION HOSPITAL; and MARY FREE BED MEDICAL GROUP, (Jacob Carl Myers),

CASE NO.:17-07407-NF HON. DENNIS B. LEIBER

Plaintiffs,

VS.

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants.

MILLER JOHNSON

By: Thomas S. Baker (P55589)
Patrick M. Jaicomo (P75705)
Attorneys for Plaintiffs
45 Ottawa Avenue SW, Suite 1100
P.O. Box 306
Grand Rapids, Michigan 49501-0306
(616) 831-1700
(616) 831-1701 - Fax
bakert@millerjohnson.com
jaicomop@millerjohnson.com

HEWSON & VAN HELLEMONT PC
By: Louis A. Stefanic (P63033)
Lucas J. Myers (P75605)
Attorneys for Defendant State Farm
25900 Greenfield Road, Suite 650
Oak Park, Michigan 48237-1297
(248) 968-5200
(248) 968-5270 - Fax
lstefanic@vanhewpc.com

THE ROSSI LAW FIRM PLLC
By: Monica Hoeft Rossi (P61916)
Chrisdon F. Rossi (P59305)
Attorneys for Defendant Metropolitan
40950 Woodward Avenue, Suite 306
Bloomfield Hills, Michigan 48304
(248) 593-9292
(248) 686-3360 - Fax
mrossi@rossilawpllc.com
crossi@rossilawpllc.com

ORDER GRANTING DEFENDANT, METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY'S, MOTION FOR SUMMARY DISPOSITION

#### September 21, 2018 Order Granting Summary Disposition

The Rossi Law Firm PLLC 40950 Woodward Avenue, Suite 306 Bloomfield Hills, Michigan 48304-5128 (248) 593-292-PH At a session of said Court held in the 17<sup>th</sup> Judicial Circuit Court, City of Grand Rapids, County of Kent, State of Michigan on:

SEP 2 1 2018

PRESENT: HON. DENNIS B. LEIBER, Circuit Court Judge

This matter having come before the Court on Defendant, Metropolitan Group Property and Casualty Insurance Company's, Motion for Summary Disposition; Plaintiffs having filed a Response in Opposition; a hearing having been held on Friday, September 7, 2018; Defendant, State Farm Mutual Automobile Insurance Company having joined in the motion at the hearing; and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that Defendant, Metropolitan Group Property and Casualty Insurance Company's, Motion for Summary Disposition is granted for the reasons stated on the record.

IT IS FURTHER ORDERED that Plaintiffs' claims are barred by res judicata and collateral estoppel for the reasons stated on the record.

IT IS FURTHER ORDERED that Plaintiffs' claims against Defendant, Metropolitan Group Property and Casualty Insurance Company, and Defendant, State Farm Mutual Automobile Insurance Company, are hereby dismissed with prejudice for the reasons stated on the record.

IT IS FURTHER ORDERED that this is a final order and closes this case.

HON. DENNIS B. LEIBER, Circuit Court Judge

If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

## STATE OF MICHIGAN COURT OF APPEALS

MECOSTA COUNTY MEDICAL CENTER, doing business as SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, doing business as SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP,

UNPUBLISHED March 24, 2020

Plaintiffs-Appellants,

V

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants-Appellees.

No. 345868 Kent Circuit Court LC No. 17-007407-NF

Before: MURRAY, C.J., and METER and K. F. KELLY, JJ.

PER CURIAM.

Plaintiffs, medical providers, appeal as of right the trial court's order granting summary disposition in favor of defendants, insurance companies, concluding that their claims were barred by res judicata and collateral estoppel.<sup>1</sup> For the reasons stated below, we reverse.

<sup>&</sup>lt;sup>1</sup> The medical providers include Mecosta County Medical Center, doing business as Spectrum Health Big Rapids, Spectrum Health Hospitals, and Spectrum Health Primary Care Partners doing business as Spectrum Health Medical Group. We refer to these plaintiffs collectively as Spectrum Health. The medical providers also include Mary Free Bed Rehabilitation Hospital and Mary Free Bed Medical Group. We refer to these plaintiffs collectively as Mary Free Bed. Also for ease of

#### I. BASIC FACTS AND PROCEDURAL HISTORY

Jacob Myers and Morgan Watson were in a relationship, and the couple purchased a 2003 Mercury Mountaineer in March 2016. The vehicle was insured by Watson's grandmother, Joann Hyatt, through Metropolitan Group Property and Casualty Insurance Company. Watson was an included driver on the policy and the assigned driver of the Mountaineer. Hyatt estimated that Myers and Watson lived with her for approximately two months after she insured the Mountaineer.<sup>2</sup>

On August 15, 2016, Myers drove the Mountaineer to work, swerved to possibly avoid a traffic cone or jogger, and suffered serious injury when he drove off the road. Myers or his representative assigned his right to no-fault benefits for the care provided by Spectrum Health and Mary Free Bed before August 2017.

On August 15, 2017, Spectrum Health and Mary Free Bed sued Metropolitan and State Farm to recover the costs of the medical products and services that they provided to treat Myers's injuries arising from the automobile accident. Spectrum Health alleged that its medical center in Big Rapids was owed \$37, 408.64, that its hospitals were owed \$449,346.60, and that its physician group was owed \$62,826. Mary Free Bed alleged that its hospital was owed \$51,174.94, and that its physicians' group was owed \$4,402.37. Plaintiffs asserted claims for breach of contract premised on Myers's assignment of benefits and as his designated authorized representative. The medical providers sought a declaration that Metropolitan or State Farm was obligated under the no-fault act to provide coverage for the medical expenses arising from Myers's injuries in the accident at issue.

In October 2017, Metropolitan moved to change venue to Wayne County. Metropolitan noted that its registered office was in Wayne County and stated that there were then two additional lawsuits involving the same accident before the Wayne Circuit Court. One case involved a priority dispute between State Farm and Metropolitan, and the other involved Myers's suit against Metropolitan and State Farm for no-fault benefits. Metropolitan asked the trial court to transfer the case to Wayne County, but the trial court denied the motion in December 2017.

In June 2018, Metropolitan moved for summary disposition under MCR 2.116(C)(10). It argued that the claims by Spectrum Health and Mary Free Bed were barred under MCL 500.3113(b) because Myers and Watson, as the owners of the Mountaineer, did not maintain nofault coverage on the vehicle. Alternatively, Metropolitan argued that Hyatt made a material

reference, we will refer to defendant Metropolitan Group Property and Casualty Insurance Company as Metropolitan and State Farm Mutual Automobile Insurance Company as State Farm.

<sup>&</sup>lt;sup>2</sup> We acknowledge that there is other testimony addressing the couple's residency. However, it is not pertinent to our resolution of the issue. We merely provide an overview and do not resolve any conflicts in the evidence.

misrepresentation when she added the Mountaineer to her policy and failed to identify Myers as an owner or driver, which voided the policy.

In August 2018, Metropolitan moved for summary disposition under MCR 2.116(C)(7) and (C)(10). It noted that the trial court in Wayne County had granted Metropolitan's motion for summary disposition in Myers's claim for no-fault benefits after it determined that he was ineligible for benefits under MCL 500.3113(b).<sup>3</sup> Metropolitan maintained that the doctrines of res judicata and collateral estoppel applied and barred the claims by Spectrum Health and Mary Free Bed. Metropolitan also moved for permission to add res judicata and collateral estoppel as affirmative defenses.

State Farm subsequently moved to amend its affirmative defenses in the same way and moved for summary disposition on the ground that the claims by Spectrum Health and Mary Free Bed were barred by the doctrines of res judicata and collateral estoppel.

In response to Metropolitan's motions, Spectrum Health and Mary Free Bed argued that neither res judicata nor collateral estoppel applied to their claims because they were not parties to the Wayne County lawsuit and were not in privity with Myers. They argued that Myers no longer had any right to the claims at issue under the law applicable to assignments and, therefore, could not bind them in his lawsuit in Wayne County. They also argued that discovery had shown that Myers and Watson resided with a resident relative of Watson—Hyatt—who insured the Mountaineer. As such, they stated, MCL 500.3113(b) was not applicable as a defense to their claims. Moreover, because any fraud committed by Hyatt would still require the trial court to examine the equities before voiding the policy, Spectrum Health and Mary Free Bed argued that the trial court had to deny the motions for summary disposition. The trial court granted leave to amend the affirmative defenses.

The trial court held a hearing on the dispositive motions. At the hearing, counsel for Spectrum Health and Mary Free Bed admitted that they would have to prove that Myers was entitled to no-fault benefits, but argued that whether that defense applied was a separate matter from whether the Wayne County trial court's decision on that issue was binding under the doctrines of res judicata or collateral estoppel. They maintained that Myers had no authority to pursue the claims involving the hospitals once he assigned the claims, and that Metropolitan and State Farm should have moved to dismiss his claims in Wayne County on that basis. They did not do so and should not now be heard to complain that the trial court could decide the issue anew. After

<sup>&</sup>lt;sup>3</sup> The Wayne County trial court granted the motion for summary disposition because Myers had not "personally" obtained no-fault coverage. Although not pertinent to the claim preclusion issue raised in this appeal, we note that in *Dye v Esurance Prop & Cas Ins Co*, 504 Mich 167, 192-193; 934 NW2d 674 (2019), our Supreme Court held that "an owner or registrant of a motor vehicle involved in an accident is *not* excluded from receiving no-fault benefits when someone *other* than that owner or registrant purchased no-fault insurance for that vehicle because the owner or registrant of the motor vehicle has nonetheless 'maintained' no-fault insurance." (Emphasis added.) For whatever reason, Myers did not file a claim of appeal to obtain the benefit of the *Dye* decision. Plaintiffs, not being parties to the Wayne county suit, were unable to file a claim of appeal.

considering the arguments, the trial court agreed that the doctrines of res judicata and collateral estoppel applied and barred the claims at issue. Specifically, the trial court cited *TBCI*, *PC v State Farm Mut Auto Ins Co*, 289 Mich App 39; 795 NW2d 229 (2010), for the proposition that a medical provider cannot make a claim against an insurance company when the insured's claims have been dismissed with prejudice in a different action. For that reason, the trial court dismissed all the claims by Spectrum Health and Mary Free Bed.

#### II. APPLICABLE LAW

#### A. SUMMARY DISPOSITION

A trial court's ruling on a motion for summary disposition is reviewed de novo. *Bennett v Russell*, 322 Mich App 638, 642; 913 NW2d 364 (2018). Summary disposition is appropriate pursuant to MCR 2.116(C)(7) when the claims are barred because of a release.

Summary disposition is appropriate pursuant to MCR 2.116(C)(10) where there is "no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law." MCR 2.116(C)(10). When reviewing a motion for summary disposition challenged under MCR 2.116(C)(10), the court considers the affidavits, pleadings, depositions, admissions, and other admissible documentary evidence then filed in the action or submitted by the parties. MCR 2.116(G)(4), (G)(5); *Puetz v Spectrum Health Hosps*, 324 Mich App 51, 68; 919 NW2d 439 (2018).

#### B. ASSIGNMENT

An assignment is defined as

A transfer or setting over of property, or of some right or interest therein, from one person to another, and unless in some way qualified, it is properly the transfer of one's whole interest in an estate, or chattel, or other thing. It is the act by which one person transfers to another, or causes to vest in another, his right of property or interest therein. [*Allardyce v Dart*, 291 Mich 642, 644-645; 289 NW 281 (1939) (quotation marks and citation omitted).]

An assignee stands in the shoes or in the place of, or in the same position as, the assignor. *Crossley v Allstate Ins Co*, 139 Mich App 464, 470; 362 NW2d 760 (1984). Therefore, an assignee generally obtains only the rights possessed by the assignor at the time of the assignment. *Shimans v Stevenson*, 248 Mich 104, 108; 226 NW 838 (1929).

An assignee is not bound by a judgment that his predecessor in interest obtained after the assignment at issue, even though the defendants raised the assignment as a defense, because the assignee was not in privity with the assignor. *Aultman, Miller & Co v Sloan*, 115 Mich 151, 154; 73 NW 123 (1897). A contrary rule would allow an assignor to cut off the rights of the assignee without affording him an opportunity to be heard. *Id.* Indeed, it may constitute a deprivation of property without due process of law to extend privity to bind an assignee by a judgment entered against his or her assignor that occurred after the assignor assigned his or her rights in the property. *Postal Tel Cable Co*, 247 US 464, 476; 38 S Ct 566; 62 L Ed 1215 (1928). In this state rather, for purposes of property law, an assignee is in privity with the assignor only up to the time of the

assignment. See *Howell v Vito's Trucking & Excavating Co*, 386 Mich 37, 43; 191 NW2d 313 (1971). Accordingly, if the party asserting preclusion has no other basis for establishing privity beyond the fact that the assignee succeeded to the assignor's interest, the party asserting preclusion will not prevail unless the judgment was entered before the transfer at issue. *Id*.

#### C. RES JUDICATA AND COLLATERAL ESTOPPEL

Whether the application of res judicata bars a subsequent suit presents a question of law that the appellate court reviews de novo. *Pierson Sand & Gravel, Inc v Keeler Brass Co*, 460 Mich 372, 379 596 NW2d 153 (1999). Res judicata prevents relitigation of a claim premised on the same underlying transaction or events as a prior suit. *Stoudemire v Stoudemire*, 248 Mich App 325, 334; 639 NW2d 274 (2001). The doctrine, a judicial creation, was designed to relieve parties of the cost and vexation of multiple lawsuits, conserve judicial resources, and encourage reliance on adjudication by preventing inconsistent decisions. *Pierson Sand & Gravel, Inc*, 460 Mich at 380.

The elements of res judicata are:

(1) the prior action was decided on the merits, (2) the prior decision resulted in a final judgment, (3) both actions involved the same parties or those in privity with the parties, and (4) the issues presented in the subsequent case were or could have been decided in the prior case. [Duncan v State, 300 Mich App 176, 194; 832 NW2d 761 (2013).]

"Collateral estoppel precludes relitigation of an issue in a subsequent, different cause of action between the same parties when the prior proceeding culminated in a valid final judgment and the issue was actually and necessarily determined in that prior proceeding." *Rental Props Owners Ass'n of Kent Co v Kent Co Treasurer*, 308 Mich App 498, 528; 866 NW2d 817 (2014). Similar to res judicata, collateral estoppel "is a flexible rule intended to relieve parties of multiple litigation, conserve judicial resources, and encourage reliance on adjudication." *Id.* at 529.

"Generally, application of collateral estoppel requires (1) that a question of fact essential to the judgment was actually litigated and determined by a valid and final judgment, (2) that the same parties had a full and fair opportunity to litigate the issue, and (3) mutuality of estoppel." [*Id.*]

#### III. ANALYSIS

#### A. APPLICATION OF RES JUDICATA

To establish the requirements for res judicata, it must be shown that (1) a prior action was decided on the merits, (2) the prior decision resulted in a final judgment, (3) both actions involved the same parties or their privies and (4) the issues presented in the subsequent case were or could have been decided in the prior case. *Duncan*, 300 Mich App at 194. Because the last two elements

of res judicata were not satisfied, the trial court improperly granted summary disposition in favor of defendants.

Plaintiffs, as the assignees of Myers' interest, were not bound by the judgment rendered against Myers in the Wayne County action because they were not in privity with Myers and a decision to the contrary would extinguish their rights without providing an opportunity to be heard. Aultman, Miller & Co, 115 Mich at 154. Therefore, defendants could not establish that both actions involved the same parties or their privies. Further, because Myers assigned his rights to pursue the claims involving Spectrum Health and Mary Free Bed, those issues could not be decided in the Wayne County action because Myers had divested himself of the pursuit of those claims through the assignments. Duncan, 300 Mich App at 194. Therefore, defendants could not establish that the claims by Spectrum Health and Mary Free Bed "could have been decided in the prior case." Id.

On appeal, Metropolitan and State Farm make much of the fact that an assignee stands in the shoes of the assignor, and they suggest that legal maxim requires courts to extend privity beyond the date of the assignor's assignment. See, e.g., First of America Bank v Thompson, 217 Mich App 581, 587; 552 NW2d 516 (1996) ("An assignee stands in the shoes of the assignor and acquires the same rights as the assignor possessed."). That maxim, however, is nothing more than a shorthand reference for the well-settled principle that the assignee of property obtains no greater rights than the assignor had, and remains subject to the same defenses that would be applicable to the assignor. See Burkhardt v Bailey, 260 Mich App 636, 653; 680 NW2d 453 (2004). It does not mean that the assignee remains in privity with the assignor in perpetuity, such that the assignor can intentionally or unintentionally alter the assignee's rights after the assignment. To the contrary, as Spectrum Health and Mary Free Bed correctly note, with certain exceptions, the assignor relinquishes all power to alter the assignee's rights in the property. See Saginaw Fin Corp v Detroit Lubricator Co, 256 Mich 441, 443-444; 240 NW 44 (1932) ("The rule that an assignee" of a nonnegotiable chose takes subject to defenses means, of course, defenses existing at the time of the assignment. After assignment, the assignor loses all control over the chose, and cannot bind the assignee, by estoppel or otherwise."). To be sure, Metropolitan and State Farm can still assert any defenses that they may have—including a claim of fraud to invalidate the policy and the violation of MCL 500.3113(b)—to defeat the claims by Spectrum Health and Mary Free Bed. What is clear, however, is that the trial court had no authority to deprive Spectrum Health and Mary Free Bed of their day in court on the ground that Spectrum Health and Mary Free Bed were Myers's privies because Myers assigned his rights under the insurance policy to them. Once Myers assigned his right, nothing he did or suffered after he parted with his rights could—on the facts before this Court—affect the rights previously vested in Spectrum Health and Mary Free Bed because they were no longer his privies by the time of his litigation with Metropolitan and State Farm. See Postal Tel Cable Co, 247 US at 475; Howell, 386 Mich at 43. Accordingly, the trial court erred by concluding that the elements of res judicata were satisfied and that summary disposition was appropriate in favor of defendants.

Moreover, a contrary result cannot be compelled. Res judicata is a judicially created doctrine designed to relieve parties of the costs of multiple lawsuits and conserve judicial resources. *Pierson Sand & Gravel, Inc*, 460 Mich at 380. However, in this instance, application of the doctrine would obviate the assignment and effectively render it null and void and deprive Spectrum Health and Mary Free Bed of the right to pursue their claims.

#### B. TBCI, PC v STATE FARM MUT AUTO INS CO

The trial court concluded that the *TBCI* decision demonstrated that application of res judicata was appropriate. We disagree.

In *TBCI*, Eric Afful alleged that he was injured in an automobile accident, causing him to receive medical treatment and attendant care services. Defendant State Farm refused to pay, asserting that Afful's claims were fraudulent. Afful filed suit against State Farm, but the jury found that Afful's claims for attendant care services were fraudulent, and therefore, coverage was barred. The plaintiff, *TBCI*, also provided therapeutic and rehabilitative services to Afful, and defendant refused to pay for these services, causing the plaintiff to file suit. After the jury returned its verdict, the trial court granted the defense motion for summary disposition premised on res judicata. On appeal, this Court affirmed, concluding that plaintiff was attempting to relitigate the same issue and was in privity with Afful. *TBCI*, 289 Mich App at 43-44.

The trial court erred in applying *TBCI* to the facts of this case. Myers assigned his rights to pursue his claim for the medical services provided by Spectrum Health and Mary Free Bed, and they were never given the opportunity to litigate those rights, and there was no privity. *Aultman, Miller & Co*, 115 Mich at 154.

Finally, plaintiffs set forth two additional issues addressing policy coverage and fraud. Although these issues were raised before the trial court, the trial court declined to rule on those challenges in light of its res judicata decision. Because we are an error correcting court, *Burns v Detroit (On Remand)*, 253 Mich App 608, 615; 660 NW2d 85 (2002), we reverse the trial court's summary disposition decision and remand for resolution of the outstanding issues.

Reversed and remanded for proceedings consistent with this opinion. We do not retain jurisdiction.

/s/ Patrick M. Meter /s/ Kirsten Frank Kelly

#### **Court of Appeals Dissenting Opinion**

If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

## STATE OF MICHIGAN COURT OF APPEALS

MECOSTA COUNTY MEDICAL CENTER, doing business as SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, doing business as SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP,

UNPUBLISHED March 24, 2020

Plaintiffs-Appellants,

V

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendants-Appellees.

No. 345868 Kent Circuit Court LC No. 17-007407-NF

Before: MURRAY, C.J., and METER and K. F. KELLY, JJ.

MURRAY, C. J. (dissenting).

I respectfully dissent. The trial court's order granting defendants' motion for summary disposition on the basis of res judicata should be affirmed because the trial court's rationale was correct under the binding decision of *TBCI*, *PC v State Farm Mut Auto Ins Co*, 289 Mich App 39; 795 NW2d 229 (2010). *TBCI* is, except for the assignment between the injured party and the medical provider, on all fours with this case, and therefore requires that we affirm.

As in the case at bar, in *TCBI* the injured party sued his insurer for benefits under his policy. After a trial, the court entered a judgment of no cause of action based upon the jury's finding that plaintiff committed a fraud. Thereafter, in a suit the medical provider had filed seeking to recoup costs of care for the injured party, the trial court concluded that res judicata barred the action. Our Court affirmed, holding that because the judgment was final, the issue addressed was the same in both cases, and that privity existed between the insured and the medical provider:

#### **Court of Appeals Dissenting Opinion**

Here, there is no serious dispute whether the judgment in the first case was a final judgment on the merits. The jury determined that Afful had submitted a fraudulent claim for benefits, and a judgment pursuant to the verdict was entered on June 3, 2008. Further, there is no question whether plaintiff's claims were, or could have been, resolved in the first lawsuit. This is because the essential evidence presented in the first case sustained dismissal of both actions. See Eaton Co Rd Comm'rs, 205 Mich App at 375. Plaintiff, by seeking coverage under the policy, is now essentially standing in the shoes of Afful. Being in such a position, there is also no question that plaintiff, although not a party to the first case, was a "privy" of Afful. "A privy of a party includes a person so identified in interest with another that he represents the same legal right...." Begin, 284 Mich App at 599. As noted, the jury determined that Afful submitted a fraudulent claim. The result under the plain language of the exclusion provision interpreted in the first action is that Afful and his privies were not entitled to coverage under the policy. Plaintiff is simply attempting to relitigate precisely the same issue in order to obtain coverage under the policy. [TCBI, 289 Mich App at 43-44.]

The same holds true here. Neither party contests the finality of the Wayne Circuit judgment (it was never appealed), or that it was decided on the merits. See Mable Cleary Trust v Edward-Marlah Muzyl Trust, 262 Mich App 485, 510; 686 NW2d 770 (2004), rev'd in part on other grds, 491 Mich 547 (2012). Plaintiff and Myers are also in privity, given that plaintiff is Myers' assignee under the contract. Prof Rehab Assoc v State Farm Mut Auto Ins Co, 228 Mich App 167, 172; 577 NW2d 909 (1998). Finally, although it is true that because of the assignment Myers could not sue defendants for the same past due medical bills as plaintiff was seeking here, Michigan follows the broad "transactional approach" to determining this issue. See Adair v Michigan, 470 Mich 105, 121, 124; 680 NW2d 386 (2004) ("the assertion of different kinds or theories of relief still constitutes a single cause of action if a single group of operative facts give rise to the assertion of relief."). Thus, regardless that plaintiff is seeking to recover for different medical bills (though from the same defendants) than Myers was in Wayne Circuit, because this case arises from the same operative facts—Myers injuries, the procurement of the insurance policy covering his vehicle, and the language of the policy and no-fault act—plaintiff's entitlement to relief under the policy and no-fault law raised the same threshold issue as was resolved through the Wayne Circuit judgment.<sup>2</sup> I would affirm.

/s/ Christopher M. Murray

<sup>&</sup>lt;sup>1</sup> Quoting River Park, Inc v Highland Park, 184 Ill2d 290, 307–309; 703 NE2d 883 (1998).

<sup>&</sup>lt;sup>2</sup> No argument has been made that there is an exception to the application of res judicata when the prior judgment, though not subject to modification on appeal, was based on an issue of law subsequently overruled in another case.

#### **Supreme Court Order Granting Oral Argument on the Application**

**Order** 

Michigan Supreme Court Lansing, Michigan

Bridget M. McCormack, Chief Justice

Brian K. Zahra
David F. Viviano
Richard H. Bernstein
Elizabeth T. Clement
Megan K. Cavanagh
Elizabeth M. Welch,
Justices

January 29, 2021

161628 161650

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP, Plaintiffs-Appellees,

V

SC: 161628 COA: 345868

Kent CC: 17-007407-NF

METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY, Defendant-Appellant,

and

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,
Defendant-Appellee.

MECOSTA COUNTY MEDICAL CENTER, d/b/a SPECTRUM HEALTH BIG RAPIDS, SPECTRUM HEALTH HOSPITALS, SPECTRUM HEALTH PRIMARY CARE PARTNERS, d/b/a SPECTRUM HEALTH MEDICAL GROUP, MARY FREE BED REHABILITATION HOSPITAL, and MARY FREE BED MEDICAL GROUP, Plaintiffs-Appellees,

v

SC: 161650 COA: 345868

Kent CC: 17-007407-NF

METROPOLITAN GROUP PROPERTY AND

CEIVED by MSC 3/11/2021 4:44:55 PM

,

CASUALTY INSURANCE COMPANY, Defendant-Appellee,

and

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,
Defendant-Appellant.

On order of the Court, the applications for leave to appeal the March 24, 2020 judgment of the Court of Appeals are considered. We direct the Clerk to schedule oral argument on the applications. MCR 7.305(H)(1).

The appellants shall file a supplemental brief within 42 days of the date of this order addressing whether the appellees' claims for no-fault personal protection insurance benefits are barred by (1) res judicata or (2) collateral estoppel. See *Adair v Michigan*, 470 Mich 105, 121 (2004); *Monat v State Farm Ins Co*, 469 Mich 679, 682-684 & n 2 (2004). In addition to the brief, the appellants shall electronically file an appendix conforming to MCR 7.312(D)(2). In the brief, citations to the record must provide the appendix page numbers as required by MCR 7.312(B)(1). The appellees shall file a supplemental brief within 21 days of being served with the appellants' briefs. The appellees shall also electronically file an appendix, or in the alternative, stipulate to the use of the appendix filed by the appellants. Replies, if any, must be filed by the appellants within 14 days of being served with the appellees' briefs. The parties should not submit mere restatements of their application papers.

The total time allowed for oral argument shall be 40 minutes: 20 minutes for the defendants to be divided at their discretion and 20 minutes for the plaintiffs to be divided at their discretion. MCR 7.314(B)(2).

Persons or groups interested in the determination of the issues presented in this case may move the Court for permission to file briefs amicus curiae. Motions for permission to file briefs amicus curiae and briefs amicus curiae regarding these cases should be filed in *Mecosta Co Med Ctr v Metro Group Prop & Cas Ins Co*, Docket No. 161628, only and served on the parties in both cases.



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.

January 29, 2021

