

**STATE OF MICHIGAN
IN THE SUPREME COURT**

LAW OFFICES OF JEFFREY SHERBOW, P.C., Supreme Court No. 159450

Plaintiff-Appellee,

Court of Appeals No. 338997

v

Oakland County Circuit Court
No. 15-147488-CB

FIEGER & FIEGER, P.C. d/b/a FIEGER,
FIEGER, KINNEY & HARRINGTON, P.C.,

Defendant-Appellant.

APPENDIX TO ANSWER TO APPLICATION

A	October 15, 2001, memorandum, p 3	O	Plaintiff's Exhibit 18 - 2/20/15 Letter, p 67
B	Order of 1/17/17, p 5	P	Plaintiff's Exhibit 19 - 3/31/15 Letter, p 69
C	Plaintiff's Exhibit 1 - 8/30/11 Letter, p 8	Q	Plaintiff's Exhibit 28 - 4/15/15 Letter, p 71
D	Plaintiff's Exhibit 6 - Phone Records, p 12	R	Plaintiff's Exhibit 29 - 4/17/15 Letter, p 74
E	Plaintiff's Exhibit 5 - Notes, p 32	S	Plaintiff's Exhibits 20-23 - 4 Letters, p 77
F	Plaintiff's Exhibit 7 - Intake Form, p 40	T	Plaintiff's Exhibits 31-34 - 4 Affidavits, p 82
G	Plaintiff's Exhibit 8 - Intake Form, p 43	U	August 17, 2016, Opinion and Order, p 91
H	Plaintiff's Exhibit 9 - Intake Form, p 46	V	Ohio Lien on Attorney Fees, p 103
I	Plaintiff's Exhibit 10 - Retainer Agreement, p 48	W	Proposed Form of Verdict, p 107
J	Plaintiff's Exhibit 11 - Retainer Agreement, p 52	X	Form of Verdict, p 111
K	Plaintiff's Exhibit 14 - Retainer Agreement, p 56	Y	Order of Judgment, p 114
L	Plaintiff's Exhibit 12 - 8/2/12 Letter, p 60	Z	Plaintiff's Motion for JNOV, p 117
M	Plaintiff's Exhibit 15 - 8/15/12 Letter, 62	AA	<i>Metro Services Organization v City of Detroit</i> , unpublished per curiam opinion of the Court of Appeals, rel'd 2/1/11 (Nos. 292052, 292588), p 126
N	Plaintiff's Exhibit 16 - 1/2/14 Letter, p 65	BB	<i>Cantleberry v Holbrook</i> , 2013 WL 3280023 (Ohio App 2013), p 135

APPENDIX A

MEMORANDUM

TO: All Attorneys
FROM: GNF
RE: REFERRALS
DATE: OCTOBER 15, 2001

I have repeatedly over the years told all Attorneys that no one may accept a referral from another attorney, friend, former friend, former associate, etc., without bringing the case to me to determine if we want to take the case and invest money in it. Apparently, this is continually being ignored. As a result, I am handling it another way.... if you don't have a signed document by me agreeing to accept the referral, the Firm will not pay you or the referring attorney.

APPENDIX B

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

LAW OFFICES OF JEFFREY SHERBOW, PC,
Plaintiff,

v.

Case No. 15-147488-CB
Hon. James M. Alexander

FIEGER & FIEGER, PC,
Defendant.

ORDER

The Court, sua sponte, orders as follows:

In its Dec 16, 2015 Opinion and Order re: Summary Disposition, this Court specifically found that the Michigan law and the Michigan Rules of Professional Conduct (not the Ohio Rules) apply to this case. Defendant then filed an Application for Leave to Appeal this decision to the Court of Appeals, which was denied. [Docket No. 330104 (May 20, 2016)]. As such, the Court will not allow any testimony or discussion of the Ohio Rules of Professional Conduct during Trial. In fact, no witness will be allowed to testify as to opinions about the law that governs this case. The law will be presented by the Court to the Jury in the form of Jury Instructions.

Geoffrey Feiger is listed on the pleadings as an Attorney for the Defendant. Pursuant to MRPC 3.7(a)(1), “[a] lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness except where: (1) the testimony related to an uncontested issue.”¹ As a result,

¹ “Michigan courts have observed that the purpose of the rule is to prevent any problems that would arise from a lawyer’s having to argue the credibility and the effect of his or her own testimony, [and] to prevent prejudice to the

should Mr. Feiger continue to remain counsel on this case, he may only offer witness testimony as to **uncontested issues**. This restriction shall be waived if Mr. Feiger withdraws as a counsel of record.

On or before February 6, 2017, the parties shall provide proposed voir dire questions to the Court. The Court will conduct voir dire. MCR 2.511(C).

IT IS SO ORDERED.

January 17, 2017
Date

/s/ James M. Alexander
Hon. James M. Alexander, Circuit Court Judge

opposing party that might arise therefrom.” People v Tesen, 276 Mich App 134, 143; 739 NW2d 689 (2007).

APPENDIX C

SHERBOW & ASSOCIATES, P.L.C.

Attorneys and Counselors at Law

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Sylvan Lake, Michigan 48320
248/481-9362 Fax 248/481-9406

www.sherbowlaw.com

Jeffrey S. Sherbow
Michael J. Sherbow

August 30, 2011

Jennifer Hatchett
Gratiot McDougall United Community
Development Corporation
7720 LaSalle Boulevard
Detroit, Mi 48206

RE: Gratiot McDougall United Community Development Corporation

Dear Ms. Hatchett:

It was an absolute pleasure meeting with you last week and we did receive your multiple page facsimile last evening relative to the articles of incorporation involving Urban Entity Group V, LLC., as well as the articles of incorporation of filing endorsement for Gratiot McDougall Homes, LLC.

Of significant interest to me was the operating agreement and its amendment.

Throughout the course of the operating agreement for Gratiot McDougall, LLC, there are references to 60% majority control to vote on all items. There was then an addendum wherein 51% was all that was required to vote, pass and execute any corporate direction.

Of course it is interesting that your group, if you will, the Gratiot McDougall United Community Development Corporation, has the 51%. I also find it interesting that in most of the documents and even in some of the other information that was provided with the complaint, it indicates that Jennifer Hatchett is apparently a managing partner. I do see that Peter Barclae is actually doing all of the work.

I also had an opportunity to review the finance documents relative to the December 2010, documents provided by the accountant from Clio, Michigan. It is interesting that he indicates that he is not independent with regards to the financial statement and he has not audited or reviewed the financial statements and does not express an opinion or give assurances as to whether the financial statements are in accordance with the income tax basis of accounting.

Of other interest is a letter attached to the complaint by Mr. Barclae basically breaking down the value of these homes if you're building eighteen homes and your construction loans total \$3,239,491.00, the construction costs on paper come down to almost \$180,000.00. Of course there is another document that intimates the cost of each home is \$145,000.00, but that doesn't take into

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Sherbow & Associates, PLC
August 30, 2011

consideration the extra \$630,000.00 in other expenses of which I find difficult to comprehend in the documents provided.

There apparently was a commitment from the City of Detroit for HUD money in the amount of 1.4 million dollars and then a two million dollar commitment from Charter Bank to total the 3.4 million dollars for construction costs.

What is the current status of the construction? Whether or not the units are sold really wasn't an issue. Was the money loaned? Was the money borrowed? How was the money distributed? And where did it go? How close to conclusion of construction of the Gratiot McDougall project are you?

I would like to schedule one more meeting with you and your principals to go over by way of a detailed analysis the documents provided. I have not as of yet made contact with the attorney representing you in that lawsuit for fear of upsetting the apple cart. If a dispute arises as between your company and Mr. Barclae's company, which came together for this joint venture, in the agreement there is a reference to the appointment of an arbitrator to make a binding decision without the need of going to litigation.

I do have a direction in my mind that I would like to take which would include a demand for an accounting as to all monies received from day one on the project. Clearly if there has been some construction there have been some monies paid to somebody. I note on one of the financial statements that there is allegedly money paid to or owed to Cymba. Now that Mr. Barclae's company and is that profit? Is that management fees? Is it for supplies provided? We don't know.

On the other hand, what we also have to discuss is a fee agreement between your company and this office. There apparently is a significant amount of leg work that yet has to be done and a determination as to whether or not we bifurcate the representation between your group and Mr. Barclae's group. There maybe a conflict for one lawyer representing the interests of Cymba and both of the Gratiot McDougall's. The LLC may have a different interest than your participating organization.

There might be a basis for some action or a claim for arbitration as between your 51% group verses Cymba or the LLC. This would depend on really what we find out through an analysis of the finances.

I do believe that it would be very important for us to hire an accountant or someone with that expertise to come in and actually inspect, visit, review, or otherwise comprehend the finances of the entire organization. I would think that had the project gone well, everyone would have made some money, but due to the hard economic times, there is a question as to whether or not any money has been siphoned off. There is corporate liability if in fact the Charter One Bank funds were disbursed and have not been repaid. Again you are a 51% shareholder, if you will, and your non-profit at significant risk if Charter One proceeds to judgment on its mortgage/loan.

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I would recommend that if you can get your troops together, that we meet at my office any evening or afternoon depending on your schedules. I am located just outside of Pontiac, off of Telegraph Road.

I think this would have to be the next step as well as reaching some mutually beneficial arrangement as to how to handle fees and expenses.

Very truly yours,

Jeffrey S. Sherbow

JSS\klo

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APPENDIX D



Summary for Jeffrey Sherbow: 248-880-0022

Your Plan

Nationwide Talk Unlimited
\$69.99 monthly access charge
Unlimited monthly minutes

M2M National Unlimited
Unlimited Mobile to Mobile

UNL Night & Weekend Min
Unlimited OFFPEAK

Email & Web Unlimited
\$29.99 monthly access charge
Unlimited monthly kilobyte

500 MSG Allowance + UNL IN MSG
\$10.00 monthly access charge
Unlimited monthly M2M Text
Unlimited monthly M2M PIX & Video
500 monthly message allowance
\$.10 per message after allowance

Have more questions about your charges?
Get details for all your Usage Charges at
www.verizonwireless.com. Sign into My
Verizon and go to My Bill and click on Usage
Details.

Charges

Monthly Access Charges

Table with 2 columns: Description, Amount. Includes Nationwide Talk Unlimited (69.99), Email & Web Unlimited (29.99), 500 MSG Allowance + UNL IN MSG (10.00). Total: \$109.98

Usage Charges

Table with 5 columns: Service, Allowance, Used, Billable, Cost. Includes Calling Plan, Mobile to Mobile, Night/Weekend, 411 Search. Total Voice: \$13.93

Messaging

Table with 5 columns: Service, Allowance, Used, Billable, Cost. Includes Unlimited M2M Text, UNL M2M Picture & Video, Text, Picture & Video. Total Messaging: \$0.00

Data

Table with 5 columns: Service, Allowance, Used, Billable, Cost. Includes Kilobyte Usage. Total Data: \$0.00

Total Usage Charges \$13.93

Verizon Wireless' Surcharges

Table with 2 columns: Description, Amount. Includes Fed Universal Service Charge (3.04), Regulatory Charge (.16), Administrative Charge (.99), Intrastr Switched Toll Acc Sur (.41). Total: \$4.60

Taxes, Governmental Surcharges and Fees

Table with 2 columns: Description, Amount. Includes MI State 911 Charge (.19), Oakland Cnty 911 Charge (.20), MI State Use Tax (5.87). Total: \$6.26

Total Current Charges for 248-880-0022 \$134.77

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Invoice Number Account Number Date Due Page

2781681686 480848090-00001 Past Due 28 of 46

Detail for Jeffrey Sherbow: 248-880-0022

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/07	9:45A	248-880-0023	Off-Peak	N&W	Sylvan Lak MI	Northville MI	2	---	---	---
7/07	9:47A	248-408-7928	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	5	---	---	---
7/07	9:55A	313-689-6893	Off-Peak	N&W	Sylvan Lak MI	DetroitMI5 MI	2	---	---	---
7/07	11:06A	248-506-7626	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	1	---	---	---
7/07	11:45A	313-347-5154	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	3	---	---	---
7/07	12:13P	248-880-0025	Off-Peak	N&W	Sylvan Lak MI	Northville MI	3	---	---	---
7/07	12:14P	248-880-0025	Off-Peak	N&W,CallWait	Sylvan Lak MI	Incoming CL	2	---	---	---
7/07	12:40P	248-880-0025	Off-Peak	N&W	Waterford MI	Northville MI	3	---	---	---
7/07	6:49P	248-408-6355	Off-Peak	N&W	West Bloom MI	Pontiac MI	1	---	---	---
7/07	10:20P	313-300-0663	Off-Peak	N&W	Sylvan Lak MI	Detroit MI	2	---	---	---
7/08	8:42A	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	3	---	---	---
7/08	9:11A	248-880-0025	Off-Peak	N&W	Waterford MI	Northville MI	2	---	---	---
7/08	12:12P	248-408-6355	Off-Peak	N&W	Southfield MI	Pontiac MI	1	---	---	---
7/08	12:20P	248-408-6355	Off-Peak	N&W	Southfield MI	Pontiac MI	1	---	---	---
7/08	1:13P	248-404-5898	Off-Peak	N&W	Ann Arbor MI	Troy MI	1	---	---	---
7/08	2:01P	248-506-7626	Off-Peak	N&W	Chelsea MI	Royal Oak MI	1	---	---	---
7/08	2:01P	248-545-4956	Off-Peak	N&W	Chelsea MI	Royal Oak MI	1	---	---	---
7/08	2:02P	248-506-7626	Off-Peak	N&W	Chelsea MI	Royal Oak MI	1	---	---	---
7/08	2:48P	248-880-0025	Off-Peak	N&W	Chelsea MI	Northville MI	1	---	---	---
7/08	3:44P	248-506-7626	Off-Peak	N&W	Chelsea MI	Royal Oak MI	1	---	---	---
7/08	3:44P	248-417-0378	Off-Peak	N&W	Chelsea MI	Southfield MI	1	---	---	---
7/08	3:47P	248-545-4956	Off-Peak	N&W	Chelsea MI	Incoming CL	1	---	---	---
7/08	3:52P	248-408-7928	Off-Peak	N&W	Chelsea MI	Pontiac MI	2	---	---	---
7/08	5:34P	248-408-7928	Off-Peak	N&W	Waterford MI	Incoming CL	3	---	---	---
7/08	5:48P	248-408-7928	Off-Peak	N&W	Waterford MI	Pontiac MI	2	---	---	---
7/08	5:50P	000-000-0006	Off-Peak	N&W,CallWA	Waterford MI	Voice Mail CL	1	---	---	---
7/08	8:22P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	2	---	---	---
7/08	8:29P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	22	---	---	---
7/09	8:36A	248-931-8654	Peak	M2MAllow	Berkley MI	Pontiac MI	2	---	---	---
7/09	9:53A	248-481-9362	Peak	PlanAllow	Oak Park MI	Pontiac MI	3	---	---	---
7/09	10:04A	734-262-4831	Peak	PlanAllow	Southfield MI	Incoming CL	2	---	---	---
7/09	10:08A	248-931-8654	Peak	M2MAllow	Southfield MI	Pontiac MI	1	---	---	---
7/09	10:09A	248-931-8654	Peak	M2MAllow	Southfield MI	Pontiac MI	5	---	---	---
7/09	10:13A	248-417-0378	Peak	M2MAllow	Southfield MI	Southfield MI	5	---	---	---
7/09	10:21A	248-925-7982	Peak	PlanAllow	Bloomfield MI	Incoming CL	3	---	---	---
7/09	10:24A	586-855-2526	Peak	PlanAllow	Pontiac MI	MT Clemens MI	3	---	---	---
7/09	10:26A	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/09	11:05A	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	1	---	---	---
7/09	11:54A	248-880-5825	Peak	M2MAllow	Sylvan Lak MI	Royal Oak MI	1	---	---	---
7/09	11:54A	248-931-8654	Peak	M2MAllow	Sylvan Lak MI	Pontiac MI	7	---	---	---
7/09	12:21P	734-558-7012	Peak	PlanAllow	Pontiac MI	Vyandotte MI	3	---	---	---
7/09	12:22P	248-890-5825	Peak	M2MAllow,CallWait	Pontiac MI	Incoming CL	1	---	---	---
7/09	12:35P	248-760-6395	Peak	PlanAllow	Rochester MI	Pontiac MI	1	---	---	---
7/09	12:37P	248-821-1206	Peak	M2MAllow	Rochester MI	Pontiac MI	5	---	---	---
7/09	12:43P	248-506-7626	Peak	PlanAllow	Sterling H MI	Royal Oak MI	1	---	---	---

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Order #: 2560 Copy #: 03 Control #: 40000102-00005882



Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/09	1:08P	313-347-5154	Peak	PlanAllow	Shelby Twp MI	Detroit MI	2	---	---	---
7/09	1:17P	313-347-5154	Peak	PlanAllow	Shelby Twp MI	Detroit MI	4	---	---	---
7/09	1:58P	313-347-5154	Peak	PlanAllow	Shelby Twp MI	Detroit MI	1	---	---	---
7/09	3:01P	248-481-9362	Peak	PlanAllow	Shelby Twp MI	Pontiac MI	5	---	---	---
7/09	3:07P	248-481-9398	Peak	PlanAllow	Ulica MI	Incoming CL	1	---	---	---
7/09	3:07P	248-505-7625	Peak	PlanAllow	Rochester MI	Royal Oak MI	1	---	---	---
7/09	3:08P	248-225-2230	Peak	PlanAllow	Rochester MI	Birmingham MI	1	---	---	---
7/09	3:48P	248-508-6018	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	5	---	---	---
7/09	4:20P	248-355-5300	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/09	4:34P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	4	---	---	---
7/09	4:42P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/09	5:13P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
7/09	6:17P	248-925-7982	Peak	PlanAllow	Sylvan Lak MI	Troy MI	2	---	---	---
7/09	6:20P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	8	---	---	---
7/09	8:09P	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	1	---	---	---
7/09	8:10P	248-880-0025	Peak	M2MAllow	Pontiac MI	Northville MI	1	---	---	---
7/09	8:12P	248-703-6173	Peak	PlanAllow	Pontiac MI	Troy MI	5	---	---	---
7/09	9:00P	866-782-9522	Peak	N&W PlanAllow,Span	Waterford MI	Toll-Free CL	7	---	---	---
7/09	9:54P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	14	---	---	---
7/09	10:51P	248-880-0023	Off-Peak	N&W	Waterford MI	Northville MI	1	---	---	---
7/10	8:50A	248-925-7982	Peak	PlanAllow	Waterford MI	Incoming CL	1	---	---	---
7/10	9:01A	313-347-5154	Peak	PlanAllow	Pontiac MI	Detroit MI	4	---	---	---
7/10	9:04A	248-481-9362	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/10	9:05A	248-925-7982	Peak	PlanAllow	Sylvan Lak MI	Troy MI	1	---	---	---
7/10	9:20A	248-760-6395	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/10	9:21A	248-760-6395	Peak	PlanAllow	Pontiac MI	Pontiac MI	12	---	---	---
7/10	9:33A	586-855-2526	Peak	PlanAllow	Pontiac MI	MT Clemens MI	1	---	---	---
7/10	10:28A	248-408-7928	Peak	M2MAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/10	10:39A	248-975-4448	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/10	11:31A	586-855-2526	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	11	---	---	---
7/10	12:28P	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	1	---	---	---
7/10	12:30P	248-321-3392	Peak	PlanAllow	Southfield MI	Troy MI	6	---	---	---
7/10	1:13P	734-550-7012	Peak	PlanAllow	Newport MI	Wyandotte MI	1	---	---	---
7/10	2:06P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	1	---	---	---
7/10	2:07P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	2	---	---	---
7/10	2:50P	248-417-0378	Peak	M2MAllow	Monroe MI	Incoming CL	1	---	---	---
7/10	3:39P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	6	---	---	---
7/10	3:47P	248-481-9362	Peak	PlanAllow	Newport MI	Pontiac MI	2	---	---	---
7/10	4:09P	734-262-4631	Peak	PlanAllow	Allen Park MI	Ypsilanti MI	5	---	---	---
7/10	4:25P	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	1	---	---	---
7/10	4:28P	248-417-0378	Peak	M2MAllow	Southfield MI	Southfield MI	1	---	---	---
7/10	4:47P	248-495-6219	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	7	---	---	---
7/10	5:38P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Birmingham MI	1	---	---	---
7/10	5:41P	248-399-1356	Peak	PlanAllow	Pontiac MI	Royal Oak MI	4	---	---	---
7/10	6:01P	248-225-2230	Peak	PlanAllow	Pontiac MI	Birmingham MI	1	---	---	---

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RECEIVED by MCOA 1/31/2018 1:17:35 PM



Invoice Number Account Number Date Due Page

2781681686 480848090-00001 Past Due 30 of 46

Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/10	6:42P	248-225-2230	Peak	PlanAllow	Waterford MI	Incoming CL	4	---	---	---
7/10	6:46P	248-225-2230	Peak	PlanAllow	Waterford MI	Incoming CL	13	---	---	---
7/10	7:56P	248-703-5173	Peak	PlanAllow	Waterford MI	Incoming CL	2	---	---	---
7/10	9:19P	248-880-0023	Off-Peak	N&W	Sylvan Lak MI	Northville MI	1	---	---	---
7/10	9:19P	248-880-0023	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	9	---	---	---
7/10	9:29P	248-880-0023	Off-Peak	N&W	Waterford MI	Incoming CL	12	---	---	---
7/11	8:45A	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/11	11:48A	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	5	---	---	---
7/11	12:08P	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	4	---	---	---
7/11	12:48P	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/11	12:52P	305-747-9065	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/11	12:58P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/11	1:04P	313-347-5154	Peak	PlanAllow	Pontiac MI	Detroit MI	1	---	---	---
7/11	1:05P	313-961-5800	Peak	PlanAllow	Pontiac MI	Incoming CL	15	---	---	---
7/11	2:06P	248-417-0378	Peak	M2MAllow	Rochester MI	Southfield MI	1	---	---	---
7/11	2:08P	248-481-9362	Peak	PlanAllow	Rochester MI	Pontiac MI	3	---	---	---
7/11	2:32P	248-496-6219	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	8	---	---	---
7/11	2:44P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	6	---	---	---
7/11	2:54P	248-975-4448	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	10	---	---	---
7/11	3:04P	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/11	3:06P	248-399-1356	Peak	PlanAllow	Bingham Fa MI	Royal Oak MI	7	---	---	---
7/11	3:15P	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	6	---	---	---
7/11	3:31P	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	2	---	---	---
7/11	4:17P	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	19	---	---	---
7/11	4:38P	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	8	---	---	---
7/11	9:06P	248-880-0023	Off-Peak	N&W	Detroit MI	Incoming CL	2	---	---	---
7/12	7:37A	248-417-0378	Peak	M2MAllow	Royal Oak MI	Southfield MI	2	---	---	---
7/12	8:51A	248-399-1356	Peak	PlanAllow	Waterford MI	Incoming CL	7	---	---	---
7/12	11:34A	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	9	---	---	---
7/12	11:46A	248-481-9362	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/12	11:48A	248-506-7626	Peak	PlanAllow	Pontiac MI	Royal Oak MI	1	---	---	---
7/12	11:48A	248-408-7928	Peak	M2MAllow	Pontiac MI	Pontiac MI	2	---	---	---
7/12	11:49A	248-506-7626	Peak	PlanAllow, Cal/Walt	Pontiac MI	Incoming CL	1	---	---	---
7/12	11:50A	248-408-7928	Peak	M2MAllow	Pontiac MI	Pontiac MI	1	---	---	---
7/12	11:52A	313-347-5154	Peak	PlanAllow	Bloomfield MI	Detroit MI	4	---	---	---
7/12	11:56A	248-408-7928	Peak	M2MAllow	Bloomfield MI	Pontiac MI	6	---	---	---
7/12	12:08P	248-998-3654	Peak	PlanAllow	Southfield MI	Incoming CL	2	---	---	---
7/12	12:26P	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/12	1:42P	248-417-6494	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/12	1:45P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Birmingham MI	2	---	---	---
7/12	3:24P	248-506-7626	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/12	3:38P	248-417-6494	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	3	---	---	---
7/12	3:47P	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	1	---	---	---
7/12	5:17P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Birmingham MI	1	---	---	---
7/12	5:20P	248-626-2611	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	5	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/12	8:01P	248-330-4410	Peak	PlanAllow	Waterford MI	Pontiac MI	3	---	---	---
7/12	8:06P	248-682-0968	Peak	PlanAllow	Waterford MI	Pontiac MI	1	---	---	---
7/12	8:08P	248-880-0025	Peak	M2MAllow	Waterford MI	Northville MI	17	---	---	---
7/12	9:09P	248-321-3392	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	2	---	---	---
7/13	9:52A	248-668-0444	Peak	PlanAllow	Southfield MI	Walledlake MI	2	---	---	---
7/13	9:54A	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	2	---	---	---
7/13	9:57A	248-399-1356	Peak	PlanAllow	Southfield MI	Royal Oak MI	5	---	---	---
7/13	10:04A	248-417-0378	Peak	M2MAllow	Farmington MI	Southfield MI	4	---	---	---
7/13	10:16A	248-975-4448	Peak	PlanAllow	Commerce T MI	Incoming CL	2	---	---	---
7/13	10:34A	248-640-6225	Peak	PlanAllow	West Bloom MI	Southfield MI	3	---	---	---
7/13	12:03P	248-508-6018	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/13	12:32P	248-925-7982	Peak	PlanAllow	Bloomfield MI	Troy MI	3	---	---	---
7/13	12:44P	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	4	---	---	---
7/13	2:58P	248-481-9362	Peak	PlanAllow	Taylor MI	Pontiac MI	5	---	---	---
7/13	3:03P	248-417-0378	Peak	M2MAllow	Taylor MI	Southfield MI	1	---	---	---
7/13	3:04P	248-320-9917	Peak	M2MAllow	Dearborn MI	Southfield MI	1	---	---	---
7/13	3:05P	313-961-5800	Peak	PlanAllow	Dearborn MI	Detroit MI	1	---	---	---
7/13	3:06P	248-481-9362	Peak	PlanAllow	Dearborn MI	Pontiac MI	1	---	---	---
7/13	3:06P	248-481-9362	Peak	PlanAllow	Dearborn H MI	Pontiac MI	1	---	---	---
7/13	3:07P	248-417-0378	Peak	M2MAllow	Dearborn H MI	Southfield MI	1	---	---	---
7/13	3:08P	248-242-2758	Peak	PlanAllow	Dearborn H MI	Commerce MI	4	---	---	---
7/13	3:19P	248-417-0378	Peak	M2MAllow	Detroit MI	Incoming CL	15	---	---	---
7/13	3:24P	248-481-9362	Peak	PlanAllow,CallWait	Southfield MI	Incoming CL	1	---	---	---
7/13	3:34P	248-760-6395	Peak	PlanAllow	Pontiac MI	Pontiac MI	9	---	---	---
7/13	4:23P	313-207-1531	Peak	PlanAllow	Waterford MI	Detroit MI	1	---	---	---
7/13	4:25P	248-355-5555	Peak	PlanAllow	Waterford MI	Southfield MI	1	---	---	---
7/13	4:26P	248-408-3767	Peak	M2MAllow	Waterford MI	Pontiac MI	2	---	---	---
7/13	4:27P	313-207-1531	Peak	PlanAllow	Waterford MI	Incoming CL	5	---	---	---
7/13	5:03P	248-821-1206	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
7/13	5:03P	248-408-3767	Peak	M2MAllow	Waterford MI	Incoming CL	4	---	---	---
7/13	5:08P	248-752-1835	Peak	M2MAllow	Waterford MI	Southfield MI	3	---	---	---
7/13	5:23P	313-646-1159	Peak	PlanAllow	Waterford MI	Incoming CL	4	---	---	---
7/13	6:22P	248-545-4956	Peak	PlanAllow	Waterford MI	Incoming CL	3	---	---	---
7/14	8:53A	248-408-6355	Off-Peak	N&W	Waterford MI	Pontiac MI	1	---	---	---
7/14	2:19P	248-330-4410	Off-Peak	N&W	Metamora MI	Pontiac MI	1	---	---	---
7/14	2:47P	248-330-4410	Off-Peak	N&W	Pontiac MI	Incoming CL	1	---	---	---
7/14	3:18P	248-399-1356	Off-Peak	N&W	Sylvan Lak MI	Royal Oak MI	1	---	---	---
7/14	3:19P	248-508-7626	Off-Peak	N&W	Sylvan Lak MI	Royal Oak MI	2	---	---	---
7/14	4:49P	248-399-1356	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	7	---	---	---
7/14	5:24P	248-508-7626	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	3	---	---	---
7/14	6:01P	313-978-7462	Off-Peak	N&W	Waterford MI	Detroitn5 MI	1	---	---	---
7/14	6:04P	313-978-7462	Off-Peak	N&W	Waterford MI	Incoming CL	11	---	---	---
7/14	7:08P	248-408-6355	Off-Peak	N&W	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/14	9:22P	248-408-0635	Off-Peak	N&W	Waterford MI	Pontiac MI	1	---	---	---
7/14	9:59P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	7	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs.	Total
7/15	11:57A	248-417-0378	Off-Peak	N&W	Rochester MI	Southfield MI	1	---	---	---
7/15	11:58A	248-545-4956	Off-Peak	N&W	Rochester MI	Royal Oak MI	1	---	---	---
7/15	11:58A	248-417-0378	Off-Peak	N&W,CalWait	Rochester MI	Incoming CL	8	---	---	---
7/15	12:07P	248-880-0025	Off-Peak	N&W	Rochester MI	Northville MI	1	---	---	---
7/15	12:07P	248-399-1356	Off-Peak	N&W	Rochester MI	Royal Oak MI	3	---	---	---
7/15	12:10P	248-880-0025	Off-Peak	N&W,CalWait	Rochester MI	Incoming CL	4	---	---	---
7/15	12:14P	248-417-0378	Off-Peak	N&W	Rochester MI	Southfield MI	1	---	---	---
7/15	12:16P	248-880-0025	Off-Peak	N&W	Rochester MI	Northville MI	3	---	---	---
7/15	12:16P	248-417-0378	Off-Peak	N&W	Rochester MI	Southfield MI	1	---	---	---
7/15	12:41P	248-880-0025	Off-Peak	N&W	Waterford MI	Northville MI	2	---	---	---
7/15	12:50P	248-880-0025	Off-Peak	N&W	Waterford MI	Northville MI	2	---	---	---
7/15	1:42P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	2	---	---	---
7/15	2:07P	248-880-0025	Off-Peak	N&W	Pontiac MI	Northville MI	1	---	---	---
7/15	2:10P	248-880-0025	Off-Peak	N&W	Pontiac MI	Incoming CL	1	---	---	---
7/15	2:35P	248-417-0378	Off-Peak	N&W	Pontiac MI	Southfield MI	1	---	---	---
7/15	3:16P	248-417-0378	Off-Peak	N&W	Pontiac MI	Incoming CL	3	---	---	---
7/15	3:30P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	2	---	---	---
7/15	5:12P	248-515-0922	Off-Peak	N&W	Waterford MI	Troy MI	1	---	---	---
7/15	5:13P	248-515-0922	Off-Peak	N&W	Waterford MI	Troy MI	1	---	---	---
7/15	5:14P	248-709-9060	Off-Peak	N&W	Waterford MI	Troy MI	1	---	---	---
7/15	8:12P	248-399-1356	Off-Peak	N&W	Waterford MI	Incoming CL	4	---	---	---
7/16	8:49A	248-709-9060	Peak	M2MAIlow	Sylvan Lak MI	Troy MI	10	---	---	---
7/16	8:54A	248-408-7828	Peak	M2MAIlow	Bloomfield MI	Incoming CL	12	---	---	---
7/16	9:32A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
7/16	9:51A	248-555-1212	Peak	PlanAllow	Southfield MI	411Search	1	---	1.99	1.99
7/16	9:51A	248-352-4263	Peak	PlanAllow	Southfield MI	Southfield MI	3	---	---	---
7/16	9:55A	248-880-0025	Peak	M2MAIlow	Bloomfield MI	Northville MI	2	---	---	---
7/16	9:56A	248-663-1900	Peak	PlanAllow	Bloomfield MI	Southfield MI	4	---	---	---
7/16	9:59A	248-880-0025	Peak	M2MAIlow	Bloomfield MI	Northville MI	2	---	---	---
7/16	12:30P	313-363-1150	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/16	12:30P	313-363-1150	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/16	1:19P	248-417-0378	Peak	M2MAIlow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/16	1:20P	248-789-4949	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/16	1:34P	248-481-9362	Peak	PlanAllow	Birmingham MI	Pontiac MI	2	---	---	---
7/16	1:44P	248-806-7626	Peak	PlanAllow	Royal Oak MI	Royal Oak MI	2	---	---	---
7/16	3:26P	248-481-9362	Peak	PlanAllow	Royal Oak MI	Pontiac MI	2	---	---	---
7/16	3:28P	248-417-0378	Peak	M2MAIlow	Royal Oak MI	Southfield MI	1	---	---	---
7/16	3:30P	734-558-7012	Peak	PlanAllow	Birmingham MI	Wyandotte MI	2	---	---	---
7/16	3:34P	313-319-3298	Peak	M2MAIlow	Bloomfield MI	Detroit MI	2	---	---	---
7/16	3:40P	248-647-9400	Peak	PlanAllow	Bloomfield MI	Birmingham MI	2	---	---	---
7/16	4:32P	765-807-6509	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/16	5:01P	248-417-0378	Peak	M2MAIlow	Sylvan Lak MI	Incoming CL	7	---	---	---
7/16	5:47P	248-880-0025	Peak	M2MAIlow	Sylvan Lak MI	Northville MI	1	---	---	---
7/16	6:03P	248-452-9882	Peak	PlanAllow	Waterford MI	Incoming CL	6	---	---	---
7/16	6:12P	248-624-4835	Peak	PlanAllow	Waterford MI	Incoming CL	2	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/16	6:37P	248-420-0619	Peak	PlanAllow	Pontiac MI	Incoming CL	1	---	---	---
7/16	6:37P	248-420-0619	Peak	PlanAllow	Waterford MI	Incoming CL	2	---	---	---
7/16	7:41P	248-821-1206	Peak	M2MAAllow	Waterford MI	Pontiac MI	1	---	---	---
7/16	7:41P	248-821-1206	Peak	M2MAAllow	Waterford MI	Pontiac MI	1	---	---	---
7/16	9:40P	248-880-0023	Off-Peak	N&W	Waterford MI	Northville MI	1	---	---	---
7/16	9:41P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	4	---	---	---
7/17	8:10A	734-941-4462	Peak	PlanAllow	Bloomfield MI	Romulus MI	2	---	---	---
7/17	8:51A	248-399-1356	Peak	PlanAllow	Dearborn H MI	Royal Oak MI	6	---	---	---
7/17	9:33A	248-481-9362	Peak	PlanAllow	Romulus MI	Pontiac MI	3	---	---	---
7/17	9:39A	248-481-9362	Peak	PlanAllow	Wayne MI	Pontiac MI	2	---	---	---
7/17	9:46A	248-481-9362	Peak	PlanAllow	Plymouth MI	Incoming CL	1	---	---	---
7/17	9:53A	248-481-9362	Peak	PlanAllow	Farmington MI	Pontiac MI	3	---	---	---
7/17	9:59A	313-347-5154	Peak	PlanAllow	Farmington MI	Detroit MI	1	---	---	---
7/17	10:00A	586-855-2526	Peak	PlanAllow	Southfield MI	MT Clemens MI	5	---	---	---
7/17	10:06A	248-310-9318	Peak	PlanAllow	Bloomfield MI	Pontiac MI	3	---	---	---
7/17	10:17A	248-481-9362	Peak	PlanAllow	Waterford MI	Pontiac MI	1	---	---	---
7/17	11:16A	248-760-6395	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	9	---	---	---
7/17	11:25A	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
7/17	11:34A	313-978-7462	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
7/17	11:40A	248-998-7006	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/17	12:28P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/17	12:37P	248-417-6494	Peak	M2MAAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/17	1:09P	248-417-0378	Peak	M2MAAllow	Sylvan Lak MI	Southfield MI	4	---	---	---
7/17	1:53P	248-420-0619	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/17	1:57P	248-420-0619	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	9	---	---	---
7/17	2:06P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	1	---	---	---
7/17	2:13P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	3	---	---	---
7/17	4:17P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	1	---	---	---
7/17	4:26P	248-842-6239	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/17	4:27P	248-408-3767	Peak	M2MAAllow, Cal/Wait	Sylvan Lak MI	Incoming CL	6	---	---	---
7/17	4:33P	248-842-6239	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	7	---	---	---
7/17	4:40P	248-703-6173	Peak	PlanAllow	Bloomfield MI	Incoming CL	6	---	---	---
7/17	4:47P	248-417-0378	Peak	M2MAAllow	Southfield MI	Southfield MI	1	---	---	---
7/17	4:51P	248-399-1356	Peak	PlanAllow	Detroit MI	Royal Oak MI	6	---	---	---
7/17	4:58P	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	2	---	---	---
7/17	5:55P	248-408-3767	Peak	M2MAAllow	Detroit MI	Pontiac MI	7	---	---	---
7/17	6:04P	248-250-0227	Peak	PlanAllow	Detroit MI	Troy MI	3	---	---	---
7/17	6:06P	313-951-5800	Peak	PlanAllow	Southfield MI	Detroit MI	2	---	---	---
7/17	6:12P	734-363-5820	Peak	PlanAllow	Southfield MI	Trenton MI	17	---	---	---
7/17	6:28P	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	2	---	---	---
7/17	6:53P	248-752-1835	Peak	M2MAAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/17	6:55P	248-821-1206	Peak	M2MAAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/17	7:05P	248-752-1835	Peak	M2MAAllow	Waterford MI	Incoming CL	15	---	---	---
7/17	8:06P	248-682-3666	Peak	PlanAllow	Waterford MI	Pontiac MI	1	---	---	---
7/17	9:33P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	9	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
7/18	7:49A	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	1	---	---	---
7/18	9:45A	248-401-9362	Peak	PlanAllow	Bromstown MI	Pontiac MI	4	---	---	---
7/18	9:54A	248-401-9362	Peak	PlanAllow	Lincoln PA MI	Pontiac MI	1	---	---	---
7/18	9:56A	206-496-0411	Peak	PlanAllow	Lincoln PA MI	Incoming CL	1	---	---	---
7/18	10:38A	248-401-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	2	---	---	---
7/18	12:18P	248-401-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	3	---	---	---
7/18	12:25P	248-401-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	1	---	---	---
7/18	12:25P	248-508-7626	Peak	PlanAllow	Bloomfield MI	Royal Oak MI	1	---	---	---
7/18	12:26P	248-320-9917	Peak	M2MAllow	Bloomfield MI	Southfield MI	1	---	---	---
7/18	12:28P	248-668-0444	Peak	PlanAllow	Bloomfield MI	Incoming CL	2	---	---	---
7/18	12:30P	248-401-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	1	---	---	---
7/18	12:30P	248-417-0378	Peak	M2MAllow,CallWait	Pontiac MI	Incoming CL	6	---	---	---
7/18	12:34P	248-668-0444	Peak	PlanAllow,CallWait	Pontiac MI	Incoming CL	2	---	---	---
7/18	12:36P	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	6	---	---	---
7/18	12:56P	248-668-0444	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/18	1:00P	248-668-0444	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/18	2:21P	248-642-0333	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/18	2:45P	313-580-9447	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	6	---	---	---
7/18	3:45P	248-309-1356	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
7/18	4:44P	248-642-0333	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
7/18	6:13P	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	3	---	---	---
7/18	7:25P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	1	---	---	---
7/18	7:26P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	1	---	---	---
7/18	7:29P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Incoming CL	1	---	---	---
7/18	7:29P	313-363-1150	Peak	PlanAllow,CallWait	Bloomfield MI	Incoming CL	2	---	---	---
7/18	7:30P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	2	---	---	---
7/18	7:33P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	8	---	---	---
7/18	8:56P	313-363-7637	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	7	---	---	---
7/18	9:27P	734-558-7012	Off-Peak	N&W	Sylvan Lak MI	Wyandotte MI	6	---	---	---
7/18	9:44P	734-558-7012	Off-Peak	N&W	Sylvan Lak MI	Wyandotte MI	8	---	---	---
7/18	11:31P	734-558-7012	Off-Peak	N&W	Waterford MI	Incoming CL	4	---	---	---
7/19	7:59A	585-855-2526	Peak	PlanAllow	Wayne MI	MT Clemens MI	5	---	---	---
7/19	8:05A	248-417-0378	Peak	M2MAllow	Romulus MI	Southfield MI	1	---	---	---
7/19	8:10A	248-417-0378	Peak	M2MAllow	Carleton MI	Incoming CL	14	---	---	---
7/19	9:43A	248-401-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	3	---	---	---
7/19	11:26A	248-401-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	3	---	---	---
7/19	11:29A	248-401-9398	Peak	PlanAllow	Monroe MI	Incoming CL	1	---	---	---
7/19	11:33A	248-401-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	1	---	---	---
7/19	12:41P	248-401-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	3	---	---	---
7/19	12:43P	248-250-0227	Peak	PlanAllow	Monroe MI	Troy MI	2	---	---	---
7/19	12:45P	248-733-9700	Peak	PlanAllow	Monroe MI	Royal Oak MI	3	---	---	---
7/19	12:48P	734-260-5372	Peak	PlanAllow	Monroe MI	Ann Arbor MI	4	---	---	---
7/19	12:52P	248-401-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	3	---	---	---
7/19	12:54P	313-224-6303	Peak	PlanAllow	Monroe MI	Detroit MI	2	---	---	---
7/19	12:56P	734-260-5372	Peak	PlanAllow	Monroe MI	Ann Arbor MI	1	---	---	---

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 Order #: 2550 Copy #: 03 Control #: 4000102-00002595



Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/19	3:11P	313-689-6893	Peak	PlanAllow	Monroe MI	Incoming CL	1	---	---	---
7/19	3:18P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	1	---	---	---
7/19	3:21P	313-297-9894	Peak	PlanAllow	Monroe MI	Incoming CL	1	---	---	---
7/19	3:50P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	2	---	---	---
7/19	4:04P	734-243-5720	Peak	PlanAllow	Monroe MI	Monroe MI	2	---	---	---
7/19	4:25P	248-506-7626	Peak	PlanAllow	Monroe MI	Royal Oak MI	2	---	---	---
7/19	4:29P	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	9	---	---	---
7/19	4:38P	248-417-0378	Peak	M2MAllow	Monroe MI	Southfield MI	1	---	---	---
7/19	4:39P	248-506-7626	Peak	PlanAllow	Monroe MI	Royal Oak MI	1	---	---	---
7/19	4:39P	248-417-0378	Peak	M2MAllow	Monroe MI	Southfield MI	17	---	---	---
7/19	4:56P	248-250-0227	Peak	PlanAllow	Wayne MI	Troy MI	1	---	---	---
7/19	4:57P	313-224-6303	Peak	PlanAllow	Belleville MI	Detroit MI	2	---	---	---
7/19	4:58P	248-225-2230	Peak	PlanAllow	Wayne MI	Birmingham MI	2	---	---	---
7/19	4:59P	248-225-2230	Peak	PlanAllow,CallWait	Canton MI	Incoming CL	28	---	---	---
7/19	5:26P	248-417-0378	Peak	M2MAllow	Farmington MI	Southfield MI	4	---	---	---
7/19	5:30P	313-689-6893	Peak	PlanAllow	Farmington MI	Detroitn5 MI	2	---	---	---
7/19	5:31P	313-689-6893	Peak	PlanAllow	Farmington MI	Detroitn5 MI	1	---	---	---
7/19	5:32P	248-321-3392	Peak	PlanAllow	Farmington MI	Troy MI	1	---	---	---
7/19	5:33P	734-558-7012	Peak	PlanAllow	Farmington MI	Wyandotte MI	2	---	---	---
7/19	5:35P	248-321-3392	Peak	PlanAllow	Farmington MI	Incoming CL	2	---	---	---
7/19	5:37P	734-558-7012	Peak	PlanAllow	Farmington MI	Wyandotte MI	1	---	---	---
7/19	5:38P	248-417-0378	Peak	M2MAllow	Farmington MI	Incoming CL	3	---	---	---
7/19	5:41P	313-689-6893	Peak	PlanAllow	Farmington MI	Detroitn5 MI	2	---	---	---
7/19	5:42P	734-558-7012	Peak	PlanAllow	Farmington MI	Wyandotte MI	1	---	---	---
7/19	5:42P	313-689-6893	Peak	PlanAllow,CallWait	Farmington MI	Incoming CL	18	---	---	---
7/19	6:00P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	2	---	---	---
7/19	6:01P	248-250-0227	Peak	PlanAllow	Bloomfield MI	Troy MI	4	---	---	---
7/19	8:14P	248-880-0025	Off-Peak	N&W	Sylvan Lak MI	Northville MI	33	---	---	---
7/19	9:47P	734-558-7012	Off-Peak	N&W	Waterford MI	Wyandotte MI	26	---	---	---
7/20	8:00A	248-506-7626	Peak	PlanAllow	Waterford MI	Royal Oak MI	17	---	---	---
7/20	8:20A	313-347-5154	Peak	PlanAllow	Royal Oak MI	Detroit MI	2	---	---	---
7/20	8:23A	248-399-1356	Peak	PlanAllow	Royal Oak MI	Royal Oak MI	25	---	---	---
7/20	8:56A	313-224-6303	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:09A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
7/20	9:10A	313-224-8220	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:16A	313-347-5154	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:17A	248-320-9917	Peak	M2MAllow	Detroit MI	Southfield MI	1	---	---	---
7/20	9:18A	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:19A	313-347-5154	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:28A	248-417-6494	Peak	M2MAllow	Detroit MI	Southfield MI	2	---	---	---
7/20	9:47A	313-224-8220	Peak	PlanAllow	Detroit MI	Detroit MI	2	---	---	---
7/20	9:50A	313-347-5154	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	9:50A	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	8:51A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
7/20	10:01A	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/20	10:02A	313-347-5154	Peak	PlanAllow	Detroit MI	Incoming CL	4	---	---	---
7/20	10:06A	248-408-2428	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
7/20	10:11A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
7/20	10:13A	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	2	---	---	---
7/20	10:21A	248-417-0378	Peak	M2MAllow	Detroit MI	Incoming CL	1	---	---	---
7/20	10:21A	313-224-6303	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	10:22A	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	2	---	---	---
7/20	10:35A	813-224-6303	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	10:41A	313-224-6303	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	11:06A	313-347-5154	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	11:07A	313-961-5800	Peak	PlanAllow	Detroit MI	Detroit MI	1	---	---	---
7/20	11:08A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	6	---	---	---
7/20	11:14A	248-417-0378	Peak	M2MAllow	Hamtramck MI	Southfield MI	4	---	---	---
7/20	1:40P	248-417-0378	Peak	M2MAllow	Southfield MI	Southfield MI	4	---	---	---
7/20	1:52P	313-689-6893	Peak	PlanAllow,CalWait	Southfield MI	Incoming CL	1	---	---	---
7/20	1:57P	248-408-3767	Peak	M2MAllow	Southfield MI	Pontiac MI	1	---	---	---
7/20	1:59P	248-408-3767	Peak	M2MAllow	Bloomfield MI	Pontiac MI	1	---	---	---
7/20	1:59P	248-408-3767	Peak	M2MAllow	Bloomfield MI	Pontiac MI	3	---	---	---
7/20	2:02P	313-208-5096	Peak	PlanAllow	Bloomfield MI	Detroit MI	2	---	---	---
7/20	2:04P	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/20	2:07P	248-688-0444	Peak	PlanAllow	Sylvan Lak MI	Walkedake MI	2	---	---	---
7/20	2:08P	248-355-5300	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/20	2:10P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/20	2:32P	248-931-8654	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	7	---	---	---
7/20	4:17P	248-858-0437	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/20	4:47P	734-363-5820	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/20	5:20P	248-321-3392	Peak	PlanAllow	Sylvan Lak MI	Troy MI	2	---	---	---
7/20	5:23P	248-321-3392	Peak	PlanAllow	Sylvan Lak MI	Troy MI	1	---	---	---
7/20	6:51P	248-683-5458	Peak	PlanAllow	Waterford MI	Pontiac MI	2	---	---	---
7/20	9:56P	248-399-1356	Off-Peak	N&W	Waterford MI	Incoming CL	3	---	---	---
7/21	9:57A	248-880-0023	Off-Peak	N&W	Waterford MI	Incoming CL	16	---	---	---
7/21	11:21A	248-399-1356	Off-Peak	N&W	Pontiac MI	Royal Oak MI	8	---	---	---
7/21	11:28A	248-506-7626	Off-Peak	N&W	Rochester MI	Royal Oak MI	9	---	---	---
7/21	11:37A	248-417-0378	Off-Peak	N&W	Macomb MI	Southfield MI	1	---	---	---
7/21	12:40P	248-417-0378	Off-Peak	N&W	Macomb MI	Southfield MI	1	---	---	---
7/21	12:43P	248-417-0378	Off-Peak	N&W	Macomb MI	Southfield MI	1	---	---	---
7/21	12:57P	248-417-0378	Off-Peak	N&W	Macomb MI	Incoming CL	3	---	---	---
7/21	4:51P	248-225-2230	Off-Peak	N&W	Clinton Tw MI	Birmingham MI	5	---	---	---
7/21	6:45P	248-417-0378	Off-Peak	N&W	Chesterffe MI	Southfield MI	6	---	---	---
7/21	8:51P	248-399-1356	Off-Peak	N&W	Clinton Tw MI	Royal Oak MI	1	---	---	---
7/21	6:52P	248-515-0922	Off-Peak	N&W	Macomb MI	Troy MI	3	---	---	---
7/22	1:36P	248-555-1212	Off-Peak	N&W	Sylvan Lak MI	411Search	1	---	1.99	1.99
7/22	1:37P	313-271-1570	Off-Peak	N&W	Sylvan Lak MI	Detroit MI	2	---	---	---
7/22	1:39P	248-417-0378	Off-Peak	N&W	Sylvan Lak MI	Southfield MI	1	---	---	---
7/22	1:45P	248-417-0378	Off-Peak	N&W	Sylvan Lak MI	Southfield MI	8	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/22	1:53P	313-271-1570	Off-Peak	N&W	Troy MI	Detroit MI	4	---	---	---
7/22	1:56P	248-417-0378	Off-Peak	N&W	Troy MI	Southfield MI	8	---	---	---
7/22	2:04P	248-880-0025	Off-Peak	N&W	Hazel Park MI	Northville MI	1	---	---	---
7/22	2:05P	248-399-1356	Off-Peak	N&W	Warren MI	Royal Oak MI	1	---	---	---
7/22	2:05P	248-880-0025	Off-Peak	N&W,CallWait	Warren MI	Incoming CL	4	---	---	---
7/22	2:09P	248-399-1356	Off-Peak	N&W	Detroit MI	Royal Oak MI	3	---	---	---
7/22	2:11P	248-417-0378	Off-Peak	N&W	Detroit MI	Southfield MI	1	---	---	---
7/23	9:01A	586-532-4100	Peak	PlanAllow	MT Clemens MI	Utica MI	1	---	---	---
7/23	9:02A	586-463-4600	Peak	PlanAllow	MT Clemens MI	MT Clemens MI	1	---	---	---
7/23	10:23A	248-417-0378	Peak	M2MAllow	MT Clemens MI	Southfield MI	8	---	---	---
7/23	10:31A	248-481-9362	Peak	PlanAllow	Macomb MI	Pontiac MI	2	---	---	---
7/23	10:53A	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/23	11:42A	248-515-0922	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/23	12:02P	734-777-2010	Peak	PlanAllow	Sylvan Lak MI	Monroe MI	1	---	---	---
7/23	12:02P	734-777-2010	Peak	PlanAllow	Sylvan Lak MI	Monroe MI	2	---	---	---
7/23	12:04P	248-555-1212	Peak	PlanAllow	Sylvan Lak MI	411Search	1	---	1.99	1.99
7/23	12:04P	734-287-1963	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	2	---	---	---
7/23	12:37P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	1	---	---	---
7/23	1:04P	313-347-5154	Peak	PlanAllow	Waterford MI	Incoming CL	4	---	---	---
7/23	1:16P	248-858-0660	Peak	PlanAllow	Waterford MI	Pontiac MI	1	---	---	---
7/23	1:17P	248-858-0656	Peak	PlanAllow	Waterford MI	Pontiac MI	2	---	---	---
7/23	1:33P	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	1	---	---	---
7/23	2:27P	248-481-9362	Peak	PlanAllow	Waterford MI	Pontiac MI	4	---	---	---
7/23	3:07P	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	2	---	---	---
7/23	3:10P	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	1	---	---	---
7/23	3:10P	248-250-0227	Peak	PlanAllow	Pontiac MI	Troy MI	1	---	---	---
7/23	3:11P	248-399-1356	Peak	PlanAllow	Pontiac MI	Royal Oak MI	4	---	---	---
7/23	5:33P	248-880-0023	Peak	M2MAllow	Sylvan Lak MI	Northville MI	4	---	---	---
7/23	7:32P	248-481-9362	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/23	10:04P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	16	---	---	---
7/24	8:43A	248-682-7755	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/24	8:52A	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/24	9:08A	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/24	9:15A	248-921-9936	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/24	9:17A	248-481-9362	Peak	PlanAllow	Bingham Fa MI	Pontiac MI	3	---	---	---
7/24	9:19A	248-647-1141	Peak	PlanAllow	Southfield MI	Birmingham MI	1	---	---	---
7/24	9:20A	248-647-1141	Peak	PlanAllow	Southfield MI	Birmingham MI	1	---	---	---
7/24	9:21A	248-821-9936	Peak	PlanAllow	Farmington MI	Pontiac MI	2	---	---	---
7/24	9:24A	313-669-6893	Peak	PlanAllow	Farmington MI	Detroit5 MI	20	---	---	---
7/24	9:44A	248-399-1356	Peak	PlanAllow	Romulus MI	Royal Oak MI	26	---	---	---
7/24	10:16A	586-855-2526	Peak	PlanAllow	Monroe MI	Incoming CL	1	---	---	---
7/24	11:05A	248-481-9362	Peak	PlanAllow	Monroe MI	Pontiac MI	5	---	---	---
7/24	11:09A	734-755-5367	Peak	M2MAllow	Monroe MI	Monroe MI	4	---	---	---
7/24	11:11A	734-241-5184	Peak	PlanAllow,CallWait	Monroe MI	Incoming CL	4	---	---	---
7/24	11:21A	248-417-0378	Peak	M2MAllow	New Boston MI	Southfield MI	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
7/24	11:38A	248-880-0023	Peak	M2MAllow	Plymouth MI	Northville MI	8	---	---	---
7/24	11:47A	248-481-9362	Peak	PlanAllow	Farmington MI	Incoming CL	2	---	---	---
7/24	11:54A	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	2	---	---	---
7/24	11:56A	248-417-0378	Peak	M2MAllow	Southfield MI	Southfield MI	1	---	---	---
7/24	12:52P	248-399-1356	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/24	2:23P	206-496-0411	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/24	2:27P	248-821-8936	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
7/24	2:34P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/24	2:36P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	5	---	---	---
7/24	2:51P	248-399-1356	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/24	5:42P	248-355-5300	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/24	5:48P	313-363-1150	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	6	---	---	---
7/24	5:57P	248-506-7626	Peak	PlanAllow	Bloomfield MI	Royal Oak MI	4	---	---	---
7/24	6:04P	248-663-5823	Peak	PlanAllow	Royal Oak MI	Incoming CL	4	---	---	---
7/24	6:09P	248-880-0025	Peak	M2MAllow	Royal Oak MI	Northville MI	1	---	---	---
7/24	6:11P	248-821-9936	Peak	PlanAllow	Royal Oak MI	Incoming CL	4	---	---	---
7/24	6:14P	248-880-0023	Peak	M2MAllow	Royal Oak MI	Northville MI	1	---	---	---
7/24	6:54P	248-506-7626	Peak	PlanAllow	Royal Oak MI	Incoming CL	1	---	---	---
7/24	7:31P	248-417-0378	Peak	M2MAllow	Royal Oak MI	Southfield MI	1	---	---	---
7/24	7:36P	248-417-0378	Peak	M2MAllow	Berkley MI	Southfield MI	1	---	---	---
7/24	7:41P	248-417-0378	Peak	M2MAllow	Oak Park MI	Incoming CL	5	---	---	---
7/24	8:54P	248-417-0378	Peak	M2MAllow	Oak Park MI	Southfield MI	1	---	---	---
7/24	8:55P	248-417-0378	Peak	M2MAllow	Oak Park MI	Southfield MI	18	---	---	---
7/24	9:13P	248-399-1356	Off-Peak	N&V	Sylvan Lak MI	Royal Oak MI	1	---	---	---
7/24	10:01P	248-880-0025	Off-Peak	N&V	Waterford MI	Incoming CL	6	---	---	---
7/25	8:24A	248-624-2099	Peak	PlanAllow	Waterford MI	Walled Lake MI	1	---	---	---
7/25	8:24A	734-624-2099	Peak	PlanAllow	Waterford MI	Trenton MI	1	---	---	---
7/25	8:25A	248-640-6225	Peak	PlanAllow	Waterford MI	Southfield MI	1	---	---	---
7/25	9:30A	248-925-7882	Peak	PlanAllow	Waterford MI	Troy MI	1	---	---	---
7/25	9:31A	248-481-9362	Peak	PlanAllow	Waterford MI	Pontiac MI	2	---	---	---
7/25	10:31A	248-481-9362	Peak	PlanAllow	Northville MI	Pontiac MI	3	---	---	---
7/25	10:46A	248-481-9367	Peak	PlanAllow	Commerce T MI	Incoming CL	2	---	---	---
7/25	10:50A	248-640-6225	Peak	PlanAllow	West Bloom MI	Southfield MI	1	---	---	---
7/25	11:00A	248-320-9917	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
7/25	11:28A	313-978-7462	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
7/25	11:42A	313-978-7462	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	4	---	---	---
7/25	11:48A	248-515-9800	Peak	M2MAllow	Sylvan Lak MI	Troy MI	2	---	---	---
7/25	11:52A	248-835-0005	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/25	11:54A	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	1	---	---	---
7/25	11:56A	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/25	12:00P	734-347-7864	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
7/25	12:16P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/25	12:26P	734-550-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	1	---	---	---
7/25	12:26P	734-558-7012	Peak	PlanAllow	Sylvan Lak MI	Wyandotte MI	22	---	---	---
7/25	12:41P	248-858-4979	Peak	PlanAllow,CallWait	Sylvan Lak MI	Incoming CL	2	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/25	12:50P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	3	---	---	---
7/25	1:31P	248-642-6655	Peak	PlanAllow	Sylvan Lak MI	Birmingham MI	2	---	---	---
7/25	1:39P	248-481-9368	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/25	1:43P	248-481-9362	Peak	PlanAllow	Waterford MI	Pontiac MI	2	---	---	---
7/25	1:45P	248-481-9362	Peak	PlanAllow	Waterford MI	Pontiac MI	2	---	---	---
7/25	4:36P	248-515-9800	Peak	M2MAllow	Waterford MI	Incoming CL	1	---	---	---
7/25	5:15P	248-417-0378	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
7/25	5:16P	586-876-5869	Peak	M2MAllow	Waterford MI	MT Clemens MI	1	---	---	---
7/25	5:18P	313-978-7462	Peak	PlanAllow	Waterford MI	Detroitz5 MI	2	---	---	---
7/25	5:19P	248-408-3767	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
7/25	5:20P	248-417-0378	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
7/25	5:21P	248-880-0023	Peak	M2MAllow	Waterford MI	Northville MI	6	---	---	---
7/25	5:29P	248-417-0378	Peak	M2MAllow	Waterford MI	Incoming CL	3	---	---	---
7/25	5:32P	248-508-7626	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	3	---	---	---
7/25	5:35P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
7/25	5:28P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
7/25	9:39P	248-880-0025	Off-Peak	R&W	Waterford MI	Northville MI	1	---	---	---
7/25	9:48P	248-880-0025	Off-Peak	R&W	Sylvan Lak MI	Incoming CL	18	---	---	---
7/25	10:10P	248-880-0025	Off-Peak	R&W	Waterford MI	Incoming CL	3	---	---	---
7/26	8:15A	248-880-0025	Peak	M2MAllow	Detroit MI	Northville MI	1	---	---	---
7/26	8:23A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
7/26	8:26A	248-481-9362	Peak	PlanAllow	Detroit MI	Incoming CL	1	---	---	---
7/26	9:54A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	2	---	---	---
7/26	10:38A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
7/26	10:41A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
7/26	10:53A	248-481-9367	Peak	PlanAllow	Hamtramck MI	Incoming CL	1	---	---	---
7/26	11:42A	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	1	---	---	---
7/26	11:46A	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	1	---	---	---
7/26	11:47A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
7/26	12:04P	248-399-1356	Peak	PlanAllow	Bingham Fa MI	Royal Oak MI	1	---	---	---
7/26	12:05P	248-408-7928	Peak	M2MAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/26	12:07P	248-399-1356	Peak	PlanAllow	Bloomfield MI	Royal Oak MI	2	---	---	---
7/26	12:09P	248-399-1356	Peak	PlanAllow	Bloomfield MI	Royal Oak MI	1	---	---	---
7/26	12:09P	248-399-1356	Peak	PlanAllow	Bloomfield MI	Royal Oak MI	1	---	---	---
7/26	12:09P	248-399-1356	Peak	PlanAllow	Bloomfield MI	Incoming CL	3	---	---	---
7/26	12:11P	248-417-0378	Peak	M2MAllow,CallWait	Pontiac MI	Incoming CL	6	---	---	---
7/26	12:17P	248-408-3767	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/26	1:26P	248-252-8231	Peak	PlanAllow	Sylvan Lak MI	W Bloomfid MI	2	---	---	---
7/26	1:36P	248-310-0610	Peak	M2MAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/26	1:42P	248-310-0610	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	12	---	---	---
7/26	3:08P	248-555-1212	Peak	PlanAllow	Sylvan Lak MI	411Search	2	---	1.99	1.99
7/26	3:10P	248-682-2104	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/26	3:12P	248-703-6173	Peak	PlanAllow	Waterford MI	Troy MI	2	---	---	---
7/26	3:13P	248-585-3700	Peak	PlanAllow	Sylvan Lak MI	Royal Oak MI	10	---	---	---
7/26	3:24P	313-978-7462	Peak	PlanAllow	Bingham Fa MI	Detroitz5 MI	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/26	3:56P	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	2	---	---	---
7/26	4:14P	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	3	---	---	---
7/26	4:29P	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	2	---	---	---
7/26	4:48P	248-250-0227	Peak	PlanAllow	Southfield MI	Incoming CL	2	---	---	---
7/26	5:22P	248-417-0378	Peak	M2MAIlow	Southfield MI	Southfield MI	1	---	---	---
7/26	5:23P	248-417-0378	Peak	M2MAIlow	Southfield MI	Incoming CL	2	---	---	---
7/26	5:36P	248-417-0378	Peak	M2MAIlow	Southfield MI	Southfield MI	1	---	---	---
7/26	5:37P	248-417-0378	Peak	M2MAIlow	Southfield MI	Southfield MI	1	---	---	---
7/26	5:43P	248-399-1356	Peak	PlanAllow	Southfield MI	Royal Oak MI	9	---	---	---
7/26	5:52P	248-417-0378	Peak	M2MAIlow	Farmington MI	Southfield MI	4	---	---	---
7/26	6:02P	248-417-0378	Peak	M2MAIlow	Orchard LA MI	Incoming CL	7	---	---	---
7/26	8:01P	248-703-8173	Peak	PlanAllow	Waterford MI	Troy MI	2	---	---	---
7/26	8:09P	248-417-6494	Peak	M2MAIlow	Waterford MI	Southfield MI	1	---	---	---
7/26	9:01P	248-842-6239	Off-Peak	N&W	Sylvan Lak MI	Pontiac MI	3	---	---	---
7/26	10:24P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	6	---	---	---
7/27	11:06A	248-255-3830	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/27	1:34P	248-417-0378	Peak	M2MAIlow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/27	2:36P	248-842-6239	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
7/27	5:10P	248-417-0378	Peak	M2MAIlow	Sylvan Lak MI	Incoming CL	21	---	---	---
7/27	5:35P	248-417-0378	Peak	M2MAIlow	Sylvan Lak MI	Southfield MI	8	---	---	---
7/27	5:43P	248-399-1356	Peak	PlanAllow	Pontiac MI	Royal Oak MI	7	---	---	---
7/27	5:50P	248-320-9917	Peak	M2MAIlow	Birmingham MI	Southfield MI	12	---	---	---
7/27	6:28P	313-978-7462	Peak	PlanAllow	Detroit MI	DetroitMI S	1	---	---	---
7/27	7:35P	248-417-0378	Peak	M2MAIlow	Detroit MI	Southfield MI	4	---	---	---
7/27	7:39P	248-417-0378	Peak	M2MAIlow	Detroit MI	Southfield MI	2	---	---	---
7/27	7:41P	248-417-6494	Peak	M2MAIlow	Detroit MI	Southfield MI	1	---	---	---
7/27	7:42P	248-321-3392	Peak	PlanAllow	Detroit MI	Troy MI	1	---	---	---
7/27	7:57P	248-321-3392	Peak	PlanAllow	Troy MI	Incoming CL	2	---	---	---
7/27	8:15P	248-417-0378	Peak	M2MAIlow	Waterford MI	Southfield MI	1	---	---	---
7/28	2:29P	248-417-0378	Off-Peak	N&W	Detroit MI	Southfield MI	1	---	---	---
7/28	2:52P	248-880-0025	Off-Peak	N&W	Detroit MI	Northville MI	1	---	---	---
7/28	4:16P	248-880-0025	Off-Peak	N&W	Detroit MI	Northville MI	1	---	---	---
7/28	4:17P	248-399-1356	Off-Peak	N&W	Detroit MI	Royal Oak MI	4	---	---	---
7/28	5:17P	248-880-0025	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	4	---	---	---
7/28	5:30P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	10	---	---	---
7/28	7:41P	248-880-0023	Off-Peak	N&W	Pontiac MI	Incoming CL	18	---	---	---
7/28	8:10P	248-880-0025	Off-Peak	N&W	Pontiac MI	Incoming CL	3	---	---	---
7/29	12:05P	248-417-0378	Off-Peak	N&W	Rochester MI	Southfield MI	1	---	---	---
7/29	12:08P	248-506-7626	Off-Peak	N&W	Washington MI	Royal Oak MI	9	---	---	---
7/29	12:19P	248-417-0378	Off-Peak	N&W	Shelby Twp MI	Southfield MI	1	---	---	---
7/29	12:57P	248-880-0025	Off-Peak	N&W	Pontiac MI	Northville MI	1	---	---	---
7/29	1:10P	248-880-0025	Off-Peak	N&W	Pontiac MI	Incoming CL	2	---	---	---
7/29	1:36P	248-321-4474	Off-Peak	N&W	Waterford MI	Incoming CL	1	---	---	---
7/29	4:38P	803-447-8560	Off-Peak	N&W	Waterford MI	Columbia SC	2	---	---	---
7/30	8:47A	248-408-7928	Peak	M2MAIlow	Waterford MI	Incoming CL	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtm Charges	Long Dist/ Other Chgs	Total
7/30	9:14A	248-408-7928	Peak	M2MAllow	Pontiac MI	Pontiac MI	5	---	---	---
7/30	10:05A	248-802-6876	Peak	PlanAllow	Sylvan Lak MI	Clarkston MI	4	---	---	---
7/30	1:37P	248-975-4448	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
7/30	1:40P	248-399-1356	Peak	PlanAllow	Sylvan Lak MI	Royal Oak MI	5	---	---	---
7/30	1:44P	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	2	---	---	---
7/30	2:15P	248-203-9404	Peak	PlanAllow	Birmingham MI	Birmingham MI	3	---	---	---
7/30	2:33P	313-347-5154	Peak	PlanAllow	Bloomfield MI	Incoming CL	3	---	---	---
7/30	2:37P	248-203-9404	Peak	PlanAllow	Troy MI	Birmingham MI	2	---	---	---
7/30	3:29P	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	1	---	---	---
7/30	3:30P	248-640-6225	Peak	PlanAllow	Bloomfield MI	Southfield MI	8	---	---	---
7/30	3:36P	248-250-0227	Peak	PlanAllow	Pontiac MI	Troy MI	1	---	---	---
7/30	4:14P	248-250-0227	Peak	PlanAllow	Pontiac MI	Troy MI	2	---	---	---
7/30	4:52P	248-417-0378	Peak	M2MAllow	Pontiac MI	Incoming CL	1	---	---	---
7/30	5:14P	313-498-1858	Peak	M2MAllow	Pontiac MI	Detroit MI	1	---	---	---
7/30	5:22P	248-555-1212	Peak	PlanAllow	Pontiac MI	411Search	1	---	1.99	1.99
7/30	5:23P	877-453-1304	Peak	PlanAllow	Pontiac MI	Toll-Free CL	1	---	---	---
7/30	5:23P	877-453-1304	Peak	PlanAllow	Pontiac MI	Toll-Free CL	8	---	---	---
7/30	7:09P	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	1	---	---	---
7/30	7:10P	248-408-0635	Peak	M2MAllow	Pontiac MI	Pontiac MI	1	---	---	---
7/30	7:21P	248-417-0378	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
7/30	7:26P	248-545-4956	Peak	PlanAllow	Waterford MI	Royal Oak MI	3	---	---	---
7/31	9:31A	248-802-6876	Peak	PlanAllow	Pontiac MI	Clarkston MI	5	---	---	---
7/31	9:38A	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	2	---	---	---
7/31	11:31A	248-481-9362	Peak	PlanAllow	Royal Oak MI	Pontiac MI	2	---	---	---
7/31	11:33A	248-975-4448	Peak	PlanAllow	Royal Oak MI	Pontiac MI	1	---	---	---
7/31	11:34A	248-506-7626	Peak	PlanAllow	Royal Oak MI	Royal Oak MI	1	---	---	---
7/31	11:39A	248-417-0378	Peak	M2MAllow	Oak Park MI	Southfield MI	1	---	---	---
7/31	11:57A	248-975-4448	Peak	PlanAllow	Southfield MI	Pontiac MI	1	---	---	---
7/31	12:01P	248-975-4448	Peak	PlanAllow	Bloomfield MI	Incoming CL	2	---	---	---
7/31	12:17P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/31	12:57P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
7/31	1:41P	262-603-4915	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
7/31	3:04P	248-789-4049	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
7/31	3:10P	248-760-1532	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
7/31	3:55P	248-555-1212	Peak	PlanAllow	Sylvan Lak MI	411Search	1	---	1.99	1.99
7/31	3:56P	248-708-1155	Peak	PlanAllow	Sylvan Lak MI	W Bloomfld MI	3	---	---	---
7/31	5:09P	248-240-8714	Peak	PlanAllow	Sylvan Lak MI	Holly MI	3	---	---	---
7/31	8:10P	248-399-1356	Peak	PlanAllow	Sylvan Lak MI	Royal Oak MI	3	---	---	---
8/01	9:38A	313-347-5154	Peak	PlanAllow	Pontiac MI	Detroit MI	2	---	---	---
8/01	10:48A	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	3	---	---	---
8/01	10:51A	248-506-7626	Peak	PlanAllow	Waterford MI	Royal Oak MI	1	---	---	---
8/01	11:07A	248-481-9398	Peak	PlanAllow	Pontiac MI	Incoming CL	1	---	---	---
8/01	11:07A	313-347-5154	Peak	PlanAllow	Pontiac MI	Detroit MI	1	---	---	---
8/01	11:08A	313-347-5154	Peak	PlanAllow	Waterford MI	Detroit MI	1	---	---	---
8/01	11:08A	313-347-5154	Peak	PlanAllow,CallWait	Waterford MI	Incoming CL	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mn.	Airtime Charges	Long Dist/ Other Chgs	Total
8/01	11:25A	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	2	---	---	---
8/01	11:27A	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	3	---	---	---
8/01	11:38A	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	4	---	---	---
8/01	1:18P	248-320-6040	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	2	---	---	---
8/01	1:32P	313-347-5154	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
8/01	1:55P	248-931-8654	Peak	M2MAllow	Sylvan Lak MI	Pontiac MI	12	---	---	---
8/01	2:07P	248-931-8654	Peak	M2MAllow	Farmington MI	Pontiac MI	5	---	---	---
8/01	2:11P	248-302-2085	Peak	M2MAllow	Farmington MI	Southfield MI	9	---	---	---
8/01	2:20P	248-320-6040	Peak	M2MAllow	Farmington MI	Southfield MI	1	---	---	---
8/01	2:44P	248-481-9362	Peak	PlanAllow	Farmington MI	Pontiac MI	2	---	---	---
8/01	2:46P	248-250-0227	Peak	PlanAllow	West Bloom MI	Troy MI	1	---	---	---
8/01	2:47P	248-880-0023	Peak	M2MAllow	West Bloom MI	Northville MI	2	---	---	---
8/01	2:49P	248-250-0227	Peak	PlanAllow	West Bloom MI	Troy MI	2	---	---	---
8/01	2:51P	248-481-9362	Peak	PlanAllow	West Bloom MI	Pontiac MI	2	---	---	---
8/01	2:57P	248-880-0023	Peak	M2MAllow	Orchard LA MI	Incoming CL	9	---	---	---
8/01	5:17P	248-417-0378	Peak	M2MAllow	Waterford MI	Incoming CL	1	---	---	---
8/01	5:20P	248-417-0378	Peak	M2MAllow	Waterford MI	Incoming CL	4	---	---	---
8/01	5:45P	248-506-7626	Peak	PlanAllow	Pontiac MI	Royal Oak MI	1	---	---	---
8/01	7:58P	248-408-6355	Peak	M2MAllow	Southfield MI	Pontiac MI	1	---	---	---
8/01	8:02P	248-408-6355	Peak	M2MAllow	Southfield MI	Pontiac MI	1	---	---	---
8/01	8:06P	248-408-6355	Peak	M2MAllow	Southfield MI	Incoming CL	1	---	---	---
8/01	9:53P	248-880-0023	Off-Peak	NSW	Waterford MI	Northville MI	22	---	---	---
8/01	10:15P	248-880-0025	Off-Peak	NSW	Sylvan Lak MI	Northville MI	18	---	---	---
8/02	8:48A	248-320-9917	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
8/02	10:55A	810-523-8864	Peak	PlanAllow	Sylvan Lak MI	Southfield MI	3	---	---	---
8/02	11:44A	248-655-1270	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	14	---	---	---
8/02	12:37P	248-481-9362	Peak	PlanAllow	Orchard LA MI	Pontiac MI	1	---	---	---
8/02	1:10P	248-655-1270	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
8/02	3:01P	248-481-9362	Peak	PlanAllow	Pontiac MI	Pontiac MI	2	---	---	---
8/02	3:24P	248-481-9362	Peak	PlanAllow	Bloomfield MI	Pontiac MI	3	---	---	---
8/02	3:27P	734-945-5574	Peak	PlanAllow	Bloomfield MI	Ann Arbor MI	1	---	---	---
8/02	3:28P	248-355-5300	Peak	PlanAllow	Bloomfield MI	Southfield MI	2	---	---	---
8/02	3:28P	313-879-1206	Peak	PlanAllow,CalWait	Bloomfield MI	Incoming CL	17	---	---	---
8/02	3:47P	248-355-5300	Peak	PlanAllow	Pontiac MI	Southfield MI	3	---	---	---
8/02	4:04P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	4	---	---	---
8/02	5:47P	313-947-5154	Peak	PlanAllow	Sylvan Lak MI	Detroit MI	7	---	---	---
8/02	5:54P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---
8/02	5:55P	248-738-1100	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	1	---	---	---
8/02	6:14P	248-880-0025	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	15	---	---	---
8/02	6:31P	248-752-1835	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
8/02	6:32P	248-821-1206	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	6:36P	248-545-4956	Peak	PlanAllow	Waterford MI	Royal Oak MI	2	---	---	---
8/02	6:42P	248-821-1206	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	6:49P	248-752-1835	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
8/02	6:51P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---

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Order #: 25560 Copy #: 03 Control #: 40000102-0003959

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Invoice Number Account Number Date Due Page

2781681686 480848090-00001 Past Due 49 of 46

Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
8/02	7:05P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	7:21P	248-752-1835	Peak	M2MAllow	Waterford MI	Incoming CL	4	---	---	---
8/02	7:28P	248-417-0378	Peak	M2MAllow	Waterford MI	Incoming CL	11	---	---	---
8/02	7:47P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	7:49P	248-555-1212	Peak	PlanAllow	Sylvan Lak MI	411Search	1	---	1.99	1.99
8/02	7:49P	248-681-0300	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
8/02	8:12P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	8:13P	248-408-6355	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/02	8:14P	248-408-6355	Peak	M2MAllow	Waterford MI	Incoming CL	2	---	---	---
8/02	8:18P	248-408-6355	Peak	M2MAllow	Waterford MI	Incoming CL	2	---	---	---
8/02	9:37P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	3	---	---	---
8/02	9:43P	248-399-1356	Off-Peak	N&W	Waterford MI	Incoming CL	2	---	---	---
8/03	8:06A	248-506-7626	Peak	PlanAllow	West Bloom MI	Royal Oak MI	13	---	---	---
8/03	8:58A	248-408-6355	Peak	M2MAllow	Detroit MI	Pontiac MI	1	---	---	---
8/03	8:59A	248-706-0353	Peak	PlanAllow	Berkeley MI	Pontiac MI	6	---	---	---
8/03	9:39A	248-417-0378	Peak	M2MAllow	Oak Park MI	Southfield MI	4	---	---	---
8/03	9:43A	248-408-6355	Peak	M2MAllow	Huntington MI	Pontiac MI	1	---	---	---
8/03	9:46A	248-408-6355	Peak	M2MAllow	Southfield MI	Pontiac MI	1	---	---	---
8/03	9:50A	248-481-9362	Peak	PlanAllow	Southfield MI	Pontiac MI	3	---	---	---
8/03	9:53A	248-408-6355	Peak	M2MAllow	Bloomfield MI	Pontiac MI	1	---	---	---
8/03	9:56A	248-681-0300	Peak	PlanAllow	Bloomfield MI	Pontiac MI	1	---	---	---
8/03	9:57A	248-417-0378	Peak	M2MAllow	Bloomfield MI	Southfield MI	2	---	---	---
8/03	9:58A	248-408-6355	Peak	M2MAllow,CallWait	Pontiac MI	Incoming CL	1	---	---	---
8/03	9:59A	248-417-0378	Peak	M2MAllow	Pontiac MI	Southfield MI	1	---	---	---
8/03	10:02A	248-481-9362	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
8/03	10:03A	248-515-0922	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
8/03	10:05A	248-703-6173	Peak	PlanAllow	Sylvan Lak MI	Troy MI	1	---	---	---
8/03	10:06A	734-536-2979	Peak	M2MAllow	Sylvan Lak MI	Livonia MI	2	---	---	---
8/03	10:07A	734-536-2979	Peak	M2MAllow,CallWait	Sylvan Lak MI	Incoming CL	2	---	---	---
8/03	10:24A	586-855-2526	Peak	PlanAllow	Sylvan Lak MI	MT Clemens MI	10	---	---	---
8/03	10:34A	248-417-0378	Peak	M2MAllow,CallWait	Sylvan Lak MI	Incoming CL	2	---	---	---
8/03	11:40A	248-681-0300	Peak	PlanAllow	Sylvan Lak MI	Pontiac MI	2	---	---	---
8/03	12:42P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	5	---	---	---
8/03	12:59P	248-880-0023	Peak	M2MAllow	Sylvan Lak MI	Northville MI	6	---	---	---
8/03	3:57P	206-496-0411	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
8/03	4:14P	248-408-6355	Peak	M2MAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
8/03	5:13P	248-821-1206	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/03	5:37P	248-250-0227	Peak	PlanAllow	Waterford MI	Troy MI	2	---	---	---
8/03	6:16P	248-821-1206	Peak	M2MAllow	Waterford MI	Pontiac MI	1	---	---	---
8/03	6:17P	248-752-1835	Peak	M2MAllow	Waterford MI	Southfield MI	4	---	---	---
8/03	8:46P	248-346-4517	Peak	PlanAllow	Waterford MI	W Bloomfld MI	2	---	---	---
8/03	7:30P	248-417-6494	Peak	M2MAllow	Waterford MI	Southfield MI	1	---	---	---
8/03	10:00P	248-417-0378	Off-Peak	N&W	Sylvan Lak MI	Southfield MI	1	---	---	---
8/04	6:19A	248-302-2085	Off-Peak	N&W	Troy MI	Southfield MI	1	---	---	---
8/04	9:17A	248-417-0378	Off-Peak	N&W	Troy MI	Southfield MI	1	---	---	---

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Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
8/04	9:18A	248-880-0023	Off-Peak	N&W	Troy MI	Northville MI	2	---	---	---
8/04	9:20A	248-417-0378	Off-Peak	N&W	Troy MI	Southfield MI	1	---	---	---
8/04	9:23A	248-417-0378	Off-Peak	N&W	Auburn Hill MI	Southfield MI	1	---	---	---
8/04	9:27A	248-752-1835	Off-Peak	N&W	Waterford MI	Incoming CL	2	---	---	---
8/04	9:28A	248-417-0378	Off-Peak	N&W	Pontiac MI	Southfield MI	1	---	---	---
8/04	9:29A	248-880-0023	Off-Peak	N&W	Pontiac MI	Northville MI	2	---	---	---
8/04	9:35A	248-417-0378	Off-Peak	N&W	Pontiac MI	Southfield MI	1	---	---	---
8/04	9:52A	248-417-0378	Off-Peak	N&W	Pontiac MI	Incoming CL	2	---	---	---
8/04	10:18A	248-506-7626	Off-Peak	N&W	Pontiac MI	Royal Oak MI	5	---	---	---
8/04	10:48A	248-880-0023	Off-Peak	N&W	Sylvan Lak MI	Incoming CL	12	---	---	---
8/04	11:44A	248-399-1356	Off-Peak	N&W	Sylvan Lak MI	Royal Oak MI	7	---	---	---
8/04	12:51P	248-417-0378	Off-Peak	N&W	Pontiac MI	Incoming CL	10	---	---	---
8/04	1:07P	248-752-1835	Off-Peak	N&W	Waterford MI	Incoming CL	1	---	---	---
8/04	10:38P	248-703-6173	Off-Peak	N&W	Waterford MI	Troy MI	1	---	---	---
8/05	1:05P	248-417-0378	Off-Peak	N&W	Waterford MI	Southfield MI	2	---	---	---
8/05	1:07P	248-417-0378	Off-Peak	N&W	Waterford MI	Incoming CL	3	---	---	---
8/05	1:35P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	10	---	---	---
8/05	4:29P	248-880-0025	Off-Peak	N&W	Waterford MI	Northville MI	2	---	---	---
8/05	4:46P	248-399-1356	Off-Peak	N&W	Waterford MI	Royal Oak MI	2	---	---	---
8/05	4:55P	248-880-0025	Off-Peak	N&W	Waterford MI	Incoming CL	10	---	---	---
8/06	9:28A	248-640-6225	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	1	---	---	---
8/06	9:36A	248-481-9362	Peak	PlanAllow	Troy MI	Pontiac MI	3	---	---	---
8/06	9:39A	248-399-1356	Peak	PlanAllow	Troy MI	Royal Oak MI	6	---	---	---
8/06	9:45A	248-417-0378	Peak	M2MAllow	Troy MI	Southfield MI	1	---	---	---
8/06	9:53A	248-640-6225	Peak	PlanAllow	Hamtramck MI	Southfield MI	1	---	---	---
8/06	10:04A	248-640-6225	Peak	PlanAllow	Detroit MI	Southfield MI	1	---	---	---
8/06	11:28A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	3	---	---	---
8/06	11:32A	248-417-0378	Peak	M2MAllow	Detroit MI	Southfield MI	4	---	---	---
8/06	11:40A	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
8/06	11:41A	313-224-6303	Peak	PlanAllow	Detroit MI	Detroit MI	2	---	---	---
8/06	12:04P	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
8/06	12:11P	248-481-9362	Peak	PlanAllow	Detroit MI	Pontiac MI	1	---	---	---
8/06	12:12P	248-357-6610	Peak	PlanAllow	Detroit MI	Southfield MI	1	---	---	---
8/06	12:17P	313-899-8028	Peak	PlanAllow	Hazel Park MI	Detroit MI	1	---	---	---
8/06	12:40P	248-357-6612	Peak	PlanAllow	Waterford MI	Incoming CL	9	---	---	---
8/06	12:51P	310-927-6877	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	29	---	---	---
8/06	1:44P	310-927-6877	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	8	---	---	---
8/06	2:15P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	17	---	---	---
8/06	2:33P	248-225-2230	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
8/06	3:27P	313-899-8028	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	4	---	---	---
8/06	3:50P	248-842-6239	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	5	---	---	---
8/06	4:30P	248-229-0120	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	8	---	---	---
8/06	4:41P	248-906-8906	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	7	---	---	---
8/06	4:55P	248-835-0005	Peak	PlanAllow	Sylvan Lak MI	Incoming CL	2	---	---	---
8/06	5:17P	248-417-0378	Peak	M2MAllow	Sylvan Lak MI	Southfield MI	1	---	---	---

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Order #: 2550 Copy #: 03 Central #: 40000125-0004000

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Invoice Number Account Number Date Due Page

2781681686 480848090-00001 Past Due 45 of 46

Detail for Jeffrey Sherbow: 248-880-0022

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtim Charges	Long Dis/ Other Chgs	Total
8/06	5:19P	248-417-0378	Peak	M2MAflow	Syvan Lak MI	Southfield MI	1	---	---	---
8/06	5:22P	248-417-0378	Peak	M2MAflow	Syvan Lak MI	incoming CL	2	---	---	---
8/06	9:20P	248-880-0023	Off-Peak	N&W	Waterford MI	Northville MI	13	---	---	---
8/06	10:22P	248-880-0025	Off-Peak	N&W	Waterford MI	incoming CL	14	---	---	---

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APPENDIX E

Jacobe, the aunt fathered to State Farm

Donohy
1/23/54

Charles
2/26/47

Dion 11/1/82 } no siblings

Will
(insurer)

Dr. in
Home
Retired
SSD

Charles
31560 Freedom Rd Apt 107
Farmington Hills, MI
48336

Phyllis Thorpe - might be title holder
of vine park address

Farmers (191021702)
Ins. (08-04-2011)
Charles

2003 Cadillac

16YE T63W13R129840

Q

POA - Donnelly

Dayton (2)

Montgomery County, OH
November 75

EX 47
S Board

Sus's

Mission Valley Ides
Dayton

Cassandra Fuller

586-246-7500

MMG

Julie Stewart Sanders

SAST

Dion 978-7462

1416 Virginia Park

~~Dorothy~~ Duchon

Mervie

Mervie Rice

Dorothy (1-205-516-6554) - (Alabama)

Dore (1-313-975-7762)

Hand back
Mama back
now being -
mother says
yesterday
- Machinery

feeling -

- actually -
M's. topson

- application for car
manage
K

450 gk

VA

a

APPENDIX F

July 17, 2012

Mervie Rice

Page 1 of 146



Case Type: AN - Auto Negligence
 Status: *INVEST - Under Investigation

Intake Review Comments: Date of Call: 7/17/2012 1:55 PM

Intake Staff: JAD 1st Call Back Staff: 1st Call Back Date: 00/00/0000

Referred By:

Primary Contact Information

Name: Mervie Rice, Home:
 Address: 13110 Washburn Mobile: (313) 282-8372
 Detroit, MI 48238
 E-Mail: Work:
 Contact Time: Best Contact Phone:

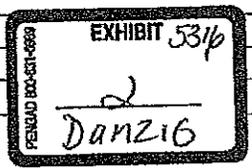
Injured Contact Information

Name: Mervie Rice, 313-828-1163 (C) Home:
 Address: 13110 Washburn Mobile: (313) 282-8372
 Detroit, MI 48238
 E-Mail: Work:
 Contact Time: Best Contact Phone:

Date of Birth: 00/00/0000 Age: 57 Marital Status/Dependents: Separated /
 Employer: not employed Income:
 Former Attys:

Target Defendant

Name:
 Home Address:
 Work Address:
 Possible Additional Defendants
 Name:
 Name:



JAD
open
I am making app

Injuries

Injury: fx arm, head, neck, back, left foot, arm casted, following up with ortho care

Incident Details

Date of Incident: 7/13/2012

Claim Type/Synopsis: happened in Dayton Ohio on the interstate. she broke her arm and cousin passed away
 Location: Dayton OH
 Witness Info:
 Police Department: Ohio State PD Police Report #:
 Police Officer:

Incident Details: She was in a car accident Dayton OH Friday 7.13.12, 1 am, on Interstate I-75, they went off the interstate and into a hole. Interstate was so dark, they had no idea what lane they were in. She was cut out of the car by the jaws of life. They thought they were in the wrong lane, veered to the left, drove off the highway. They were on their way to see family in OH. They were in a construction zone with barricades, it's possible that certain barriers were not marked properly. Car left the road and ended up on top of another pick up truck that had left the road in the same way that their vehicle did. Charles Rice driving, Phillip Hill a cousin was

12847
312

July 17, 2012

Mervie Rice

Page 2 of 146

	<p>in the front seat, she was in the back seat with Dorothy Dickerson which is Charles baby's mama, they have been together for years and they have one child together. She was in the back seat. She suffered fx arm, back, neck, left foot, head injury, ER Kettering Hospital in Dayton, OH, 4 day admit, no surgery to date, she has local physicians, her arm was casted and she was transported home. Dorothy is still in the hospital, she has multiple fractures and is in an induced coma. Phillip is pretty badly injured as well, he is still in the hospital, Kettering Hospital, he will be going to rehab facility inpatient from there. He has fx ribs, lung injury, back injury, chest injury, head injury. Charles son is Dion and he is being assisted by Dorothy Lawrence. JAD Warrant: AN Discrimination: Employee Type:</p>
Additional Intake Comments:	multi vehicle accident in OH

(+)

Surgery - Monday 7/23/12
elbow + wrist fx's
re-break elbow - ORIF -
DR Wagner - HFFH - DETROIT
ortho

DION - in DAYTON -

APPENDIX G



Case Type: AN - Auto Negligence
 Status: *INVEST - Under Investigation

Intake Review Comments:

Date of Call: 7/17/2012 1:55 PM

Intake Staff: JAD

1st Call Back Staff:

1st Call Back Date: 00/00/0000

Referred By:

Primary Contact Information

Name: Mervie Rice, Home:
 Address: 13110 Washburn Detroit, MI 48238 *JOHN RICE* Mobile: (313) 282-8372
 E-Mail: Work:
 Contact Time: Best Contact Phone:

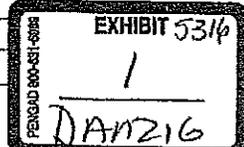
Injured Contact Information

Name: Mervie Rice, Home:
 Address: 13110 Washburn Detroit, MI 48238 Mobile: (313) 282-8372
 E-Mail: Work:
 Contact Time: Best Contact Phone:

Date of Birth: 00/00/0000 Age: 57 Marital Status/Dependents: Separated /
 Employer: not employed Income:
 Former Attys:

Target Defendants

Name:
 Home Address:
 Work Address:
 Possible Additional Defendants
 Name:
 Name:



Injuries

Injury: fx arm, head, neck, back, left foot, arm casted, following up with ortho care

Incident Details

Date of Incident: 7/13/2012

Claim Type/Synopsis: happened in Dayton Ohio on the interstate. she broke her arm and cousin passed away
 Location: Dayton OH
 Witness Info:
 Police Department: Ohio State PD Police Report #:
 Police Officer:

Incident Details: She was in a car accident Dayton OH Friday 7.13.12, 1 am, on Interstate I-75, they went off the interstate and into a ditch, striking a viaduct. Interstate was dark in this area, they had no idea what lane they were in. She was cut out of the car by the jaws of life. They thought they were in the wrong lane, veered to the left, drove off the highway and crashed into a depression, striking the cement viaduct and landing on another car that had done the same thing in front of them. They were on their way to see family in OH. They were in a construction zone with barricades, it's possible that certain barriers were not marked properly

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July 18, 2012

Mervie Rice

Page 2 of 2

or had been moved. Car left the road and ended up on top of another pick up truck that had left the road in the same way that their vehicle did. Charles Rice driving, Phillip Hill a cousin was in the front seat passenger side, she was in the back seat along with Dorothy Dickerson who is Charle Rice's baby's mama, Charles and Dorothy have been together for years and they have two children together, one of whom will be the PR of Charles Estate, Dion. She suffered fx arm and injuries to her back, neck, left foot, head injury, ER Kettering Hospital in Dayton, OH, 4 day admit, no surgery to date, she has local physicians, her arm was casted and she was transported home to follow up with local treaters. Dorothy Dickerson is still in the hospital, she has multiple fractures and is in an induced coma. Phillip is pretty badly injured as well, he is still in the hospital, Kettering Hospital, he will be going to rehab facility inpatient from there. He has fx ribs, lung injury, back injury, chest injury, head injury. Charles son is Dion and he is being assisted by Dorothy Lawrence. Charles Rice is known as Big Charles and is a former client and friend of Jeffrey Sherbow, the referring attorney. He is a retired cop who resides in Farmington. JAD

Mervie's significant other is Johnny Price, whose number is listed above. They reside together. The accident occurred actually in West Carrolton, OH, a suburb of Dayton. Charles was driving Dorothy Dickerson's car. Charles is insured by Farmers. Dorothy is insured by State Farm. JAD

Warrant: AN
 Discrimination:
 Employee Type:

Additional Intake Comments:	multi vehicle accident in OH
-----------------------------	------------------------------

APPENDIX H

FIEGER, FIEGER, KENNEY & JOHNSON INTAKE SHEET-- AUTO NEG.

Date of Call: 7/25/12 Date of Incident: 7/13/12

Caller Name & Address: Guardian
810 N RICE (CONSERVATOR)
1416 Virginia Park
DETROIT MI 48206
Telephone: 313-978.7462

Injured Name & Address: DOROTHY DIXON LIP
Type of Accident: AUTO NEG

Injury: COMA, Multiple GCS, Scapulae, internal injuries
Facts: _____

Target Defendant (Owner/Driver): ODOT
Address of Defendant: Charles Rice
Location of Accident: I-75 SB mile marker 47, W. CAYTON, OH
Cause of Accident: barrels not blocking center lane
P/R & P/D: OHIO STATE PD Witnesses: _____

Assigned To: JAD.
 Referred To: _____ Date Form Sent: _____
 Rejected, because _____

Receiving Attorney: Please fill out and fax back within 5 days

Date Referral Form Received: _____
Date of follow up call to client: _____
Date and Nature of Contact: _____
Additional Pertinent Information: _____

Referral Response:

Accept File and Acknowledge Referral Fee
 Reject File because _____

Signed By: _____
Dated On: _____

NO REPT
NECESSARY

12869

EG pg. 2
AR

APPENDIX I

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG
A PROFESSIONAL CORPORATION

BERNARD J. FIEGER 1922-1988
MI AND NY BAR
GEOFFREY NELS FIEGER
MI FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR 0049-20051
ROBERT M. GIROUX
JEFFREY A. DANZIG

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950
19390 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2463
TELEPHONE (248) 355-5555
FAX (248) 355-5148
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JAMES J. HARRINGTON, IV
HELEN K. JOYNER
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MICHAEL T. RATTON
THOMAS R. WARNICOKE
JONATHAN R. MARCO
STEPHEN M. SMOLENSKI
E. JASON BLANKENSHIP
BRIAN R. GARVES
CAROLINE M. WHITTEMORE
JAMES S. CRAIG
MARTIN T. SHEPHERD
Appellate Department
HEATHER A. GLAZER
SIMA G. PATEL
MI AND CO BAR
MATTHEW D. KLARULAK
Of Counsel
BARRY WAYNE
JACK BEAM

FILE NO. 12847

CONTRACT FOR LEGAL REPRESENTATION

IT IS HEREBY AGREED, by and between MERVIE RICE

("Client(s)") and FIEGER,

FIEGER, KENNEY, GIROUX & DANZIG, P.C. (the "Firm") as follows:

1. The Firm is retained by the Client(s) for legal representation in connection with a claim for AUTO and/or construction site negligence against any and all persons, firms, businesses or corp.s determined responsible for the accident of 7/13/12

2. The Firm agrees to represent the Client(s) in said matter. This Retainer does not include any Appeals that may be necessary. If an Appeal is necessary then the Client must retain the Firm on a separate basis and/or pay Quantum Meruit for the legal services performed on Appeal.

3. As a legal fee for this representation, the Firm shall receive an amount equal to one-third (1/3) of the net of any recovery. The net of any recovery, as defined by the Michigan Supreme Court, is equal to the total amount of any sum recovered, including the costs taxed and any interest included, whether by settlement or judgment or otherwise, less all disbursements properly chargeable to the enforcement of the claim or prosecution of the action.

4. Apart from the fees to which reference is made in Paragraph 3 herein, it is agreed that the Client(s) is ultimately responsible for payment of the necessary disbursements for enforcement of the claim or prosecution of an action as these disbursements are incurred by the Firm. These disbursements may include, but are not limited to, court filing fees, subpoena fees, fees for private investigators, accountants, or other professionals, expert witnesses, court reporter transcripts, telephone charges, travel expenses for attorneys or investigators, copying charges and any other disbursements which the Firm deems necessary for the proper pursuit of the case. It is also agreed that, to the extent such disbursements



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are made by the Firm on behalf of the client(s), the client(s) will be responsible for interest on such disbursements at the rate of 7% per annum from the proceeds of any monies secured on a client's behalf by the Firm.

5. In the event there is no recovery, the Client(s) shall pay no legal fee. However, the Client(s) may be responsible for paying the disbursements referred to in Paragraph 4 to the extent required by Michigan law.

6. The Firm is hereby specifically authorized and empowered by the Client(s) to endorse the name of the Client(s) to any checks, drafts, money orders, or other negotiable instruments which are received by the Firm on behalf of the Client(s) for the purpose of negotiating the same so that the proceeds may be placed in a trust account and disbursed in accordance with this Contract.

7. It is acknowledged by the Client(s) that the Firm has advised the Client(s) that attorneys may be employed under other fee arrangements than that indicated in this Contract for Legal Representation, such other arrangements including those involving fees computed on a rate per hour, or flat fees or per diem fees. The Client(s) specifically acknowledges that by agreeing to the contingency fee, the Firm may receive fees which are greater than would be the case if one of the other fee arrangements indicated in this paragraph were used. However, the Client(s) have determined that such a factor is acceptable to the Client(s) because the Client(s) understand that there is a risk that the Firm may receive no fees under the contingency fee arrangement or may receive less than if one of the other fee arrangements were used and because use of the contingency fee arrangement does not require that the Client(s) pay fees to the Firm in advance of services, at the time services are rendered, or prior to any recovery. Therefore, it is the affirmative election of the Client(s) to retain the Firm on the basis of a contingency fee arrangement because it is the belief of the Client(s) that it is in the best interest of the Client(s) to do so.

8. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the outcome of the case or any aspect thereof. It is agreed by the Client(s) that the Firm may take whatever action the Firm, in its professional judgment, deems appropriate for the proper prosecution of this matter.

9. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the tax consequences of any recovery in this case; further, it is understood that where a Litigant's recovery constitutes income, the Litigant's income may include the portion of the recovery paid to the Firm as a Contingent Fee.

10. It is understood by the Client(s) that this Contract refers only to the matter to which reference is made in Paragraph 1 and does not cover any other matter. If representation is required with respect to a matter other than that to which reference is made in Paragraph 1, a new and separate contract will be required. If a probate proceeding is required in connection with any matter referred to in Paragraph 1, said probate proceeding is considered to be a separate matter for which an additional fee will be applicable at the time of recovery.

11. In the event the Firm is discharged by the Client(s) without cause or in the event that the Firm terminates its services due to some occurrence which is not the fault of the Firm's, the contingency fee portion of this agreement will be held for naught and that the Firm will be entitled to a fee based on quantum meruit. It is specifically agreed by the Client(s) that the Firm shall have a lien against any sum recovered to the extent of said costs or expenses as indicated in Paragraph 4 herein which are incurred by

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the Firm, and that said lien is to be granted a preference, to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery. In the event the Firm is discharged by the Client(s), the client shall be allowed access to their file maintained in the office of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. Upon payment of costs incurred to date plus reasonable copying charges, the Client(s) shall be entitled to a copy of their file.

12. In the event the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. decides that this matter should be referred to outside counsel or another law firm, the plaintiff understands that the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall be entitled to a portion of any attorney fee that may be eventually received in this matter and consent to same.

13. In addition, it is specifically agreed to by the client(s) that FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall have a lien against any sum covered to the extent of said costs, expenses and/or fees as indicated in paragraphs 4 and 11 herein, which are incurred by the Firm, and that such lien is to be granted a preference to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery.

ACKNOWLEDGEMENT OF DISCLOSURE REGARDING CLIENT LIEN OBLIGATIONS

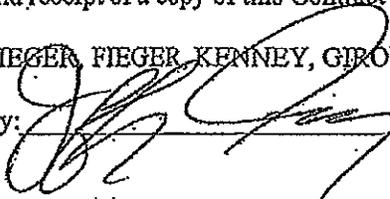
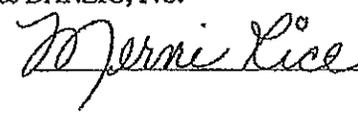
14. It is understood and agreed that the Firm has advised that the Client(s) shall be responsible to satisfy any and all liens from the Client(s) net share of the settlement proceeds, including, but not necessarily limited to, insurance lien(s), Workers Compensation lien(s), Medicare lien(s), Medicaid lien(s), and any and all other lien(s) applicable to this case.

15. It is understood and agreed that if the Client(s) are Medicare eligible, or become Medicare eligible, during the pendency of the lawsuit, the Medicare Recovery Act may require the Client(s) to set up qualified accounts known as a Medicare Set Aside (MSA) accounts to satisfy future medical expenses which would otherwise be paid by Medicare.

16. It is understood and agreed that the Firm has advised the client(s) that failure to comply with all applicable Federal and State laws and Statutes pertaining to applicable liens, including Medicare and Medicaid liens, could result in substantial penalties, including payment of past due liens with interest and costs, as well as a potential forfeiture of future Medicare and/or Medicaid benefits.

By signature to this Contract, agreement is acknowledged by the Client(s) to all of its provisions and receipt of a copy of this Contract is acknowledged by the Client(s).

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C.

By:   7/25/2012
Dated

Dated

Dated

Approved by Geoffrey N. Fieger: _____
Dated

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APPENDIX J

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG
A PROFESSIONAL CORPORATION

BERNARD J. FIEGER 0028-1988
MI AND NY BAR
GEOFFREY NELS FIEGER
MI, FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR (0949-2005)
ROBERT M. GIROUX
JEFFREY A. DANZIG

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950
19390 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2463
TELEPHONE (248) 355-5555
FAX (248) 355-5148
WEBSITE: www.fiegerlaw.com
e-mail: info@fiegerlaw.com

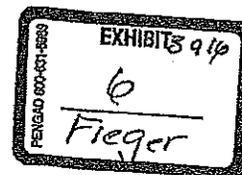
JAMES J. HARRINGTON, IV
HELEN K. JOYNER
LEON J. WEISS
MI AND FL BAR
MICHAEL T. RATTON
THOMAS R. WARRICK
JONATHAN R. MARRO
STEPHEN M. SMOLENSKI
E. JASON BLANKENSHIP
BRYAN R. GARVES
CAROLINE M. WHITEMORE
JAMES S. CRAIG
MARTIN T. SHEPHERD
Appellate Department
HEATHER A. GLAZER
SIMA G. PATEL
MI AND CO BAR
MATTHEW D. KLAROLAK
Of Counsel
BARRY FLAYNE
JACK BEAM

FILE NO. _____

CONTRACT FOR LEGAL REPRESENTATION

IT IS HEREBY AGREED, by and between DION RICE, ~~EST~~ of ESTATE
of Charles Rice, Dec. ("Client(s)") and FIEGER,
FIEGER, KENNEY, GIROUX & DANZIG, P.C. (the "Firm") as follows:

- The Firm is retained by the Client(s) for legal representation in connection with a claim for AUTO and/or construction site negligence against
any and all persons, firms, businesses or corp.s
determined responsible for the accident of 7/15/12
- The Firm agrees to represent the Client(s) in said matter. This Retainer does not include any Appeals that may be necessary. If an Appeal is necessary then the Client must retain the Firm on a separate basis and/or pay Quantum Meruit for the legal services performed on Appeal.
- As a legal fee for this representation, the Firm shall receive an amount equal to one-third (1/3) of the net of any recovery. The net of any recovery, as defined by the Michigan Supreme Court, is equal to the total amount of any sum recovered, including the costs taxed and any interest included, whether by settlement or judgment or otherwise, less all disbursements properly chargeable to the enforcement of the claim or prosecution of the action.
- Apart from the fees to which reference is made in Paragraph 3 herein, it is agreed that the Client(s) is ultimately responsible for payment of the necessary disbursements for enforcement of the claim or prosecution of an action as these disbursements are incurred by the Firm. These disbursements may include, but are not limited to, court filing fees, subpoena fees, fees for private investigators, accountants, or other professionals, expert witnesses, court reporter transcripts, telephone charges, travel expenses for attorneys or investigators, copying charges and any other disbursements which the Firm deems necessary for the proper pursuit of the case. It is also agreed that, to the extent such disbursements



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are made by the Firm on behalf of the client(s), the client(s) will be responsible for interest on such disbursements at the rate of 7% per annum from the proceeds of any monies secured on a client's behalf by the Firm.

5. In the event there is no recovery, the Client(s) shall pay no legal fee. However, the Client(s) may be responsible for paying the disbursements referred to in Paragraph 4 to the extent required by Michigan law.

6. The Firm is hereby specifically authorized and empowered by the Client(s) to endorse the name of the Client(s) to any checks, drafts, money orders, or other negotiable instruments which are received by the Firm on behalf of the Client(s) for the purpose of negotiating the same so that the proceeds may be placed in a trust account and disbursed in accordance with this Contract.

7. It is acknowledged by the Client(s) that the Firm has advised the Client(s) that attorneys may be employed under other fee arrangements than that indicated in this Contract for Legal Representation, such other arrangements including those involving fees computed on a rate per hour, or flat fees or per diem fees. The Client(s) specifically acknowledges that by agreeing to the contingency fee, the Firm may receive fees which are greater than would be the case if one of the other fee arrangements indicated in this paragraph were used. However, the Client(s) have determined that such a factor is acceptable to the Client(s) because the Client(s) understand that there is a risk that the Firm may receive no fees under the contingency fee arrangement or may receive less than if one of the other fee arrangements were used and because use of the contingency fee arrangement does not require that the Client(s) pay fees to the Firm in advance of services, at the time services are rendered, or prior to any recovery. Therefore, it is the affirmative election of the Client(s) to retain the Firm on the basis of a contingency fee arrangement because it is the belief of the Client(s) that it is in the best interest of the Client(s) to do so.

8. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the outcome of the case or any aspect thereof. It is agreed by the Client(s) that the Firm may take whatever action the Firm, in its professional judgment, deems appropriate for the proper prosecution of this matter.

9. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the tax consequences of any recovery in this case; further, it is understood that where a Litigant's recovery constitutes income, the Litigant's income may include the portion of the recovery paid to the Firm as a Contingent Fee.

10. It is understood by the Client(s) that this Contract refers only to the matter to which reference is made in Paragraph 1 and does not cover any other matter. If representation is required with respect to a matter other than that to which reference is made in Paragraph 1, a new and separate contract will be required. If a probate proceeding is required in connection with any matter referred to in Paragraph 1, said probate proceeding is considered to be a separate matter for which an additional fee will be applicable at the time of recovery.

11. In the event the Firm is discharged by the Client(s) without cause or in the event that the Firm terminates its services due to some occurrence which is not the fault of the Firm's, the contingency fee portion of this agreement will be held for naught and that the Firm will be entitled to a fee based on quantum meruit. It is specifically agreed by the Client(s) that the Firm shall have a lien against any sum recovered to the extent of said costs or expenses as indicated in Paragraph 4 herein which are incurred by

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the Firm, and that said lien is to be granted a preference, to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery. In the event the Firm is discharged by the Client(s), the client shall be allowed access to their file maintained in the office of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. Upon payment of costs incurred to date plus reasonable copying charges, the Client(s) shall be entitled to a copy of their file.

12. In the event the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. decides that this matter should be referred to outside counsel or another law firm, the plaintiff understands that the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall be entitled to a portion of any attorney fee that may be eventually received in this matter and consent to same.

13. In addition, it is specifically agreed to by the client(s) that FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall have a lien against any sum covered to the extent of said costs, expenses and/or fees as indicated in paragraphs 4 and 11 herein, which are incurred by the Firm, and that such lien is to be granted a preference to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery.

ACKNOWLEDGEMENT OF DISCLOSURE REGARDING CLIENT LIEN OBLIGATIONS

14 It is understood and agreed that the Firm has advised that the Client(s) shall be responsible to satisfy any and all liens from the Client(s) net share of the settlement proceeds, including, but not necessarily limited to, insurance lien(s), Workers Compensation lien(s), Medicare lien(s), Medicaid lien(s), and any and all other lien(s) applicable to this case.

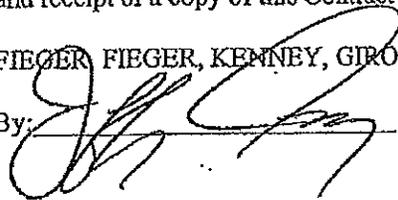
15. It is understood and agreed that if the Client(s) are Medicare eligible, or become Medicare eligible, during the pendency of the lawsuit, the Medicare Recovery Act may require the Client(s) to set up qualified accounts known as a Medicare Set Aside (MSA) accounts to satisfy future medical expenses which would otherwise be paid by Medicare.

16. It is understood and agreed that the Firm has advised the client(s) that failure to comply with all applicable Federal and State laws and Statutes pertaining to applicable liens, including Medicare and Medicaid liens, could result in substantial penalties, including payment of past due liens with interest and costs, as well as a potential forfeiture of future Medicare and/or Medicaid benefits.

By signature to this Contract, agreement is acknowledged by the Client(s) to all of its provisions and receipt of a copy of this Contract is acknowledged by the Client(s).

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C.

By:



 Dion Fier

 7/26/12
Dated

Dated

Dated

Approved by Geoffrey N. Fieger: _____

_____ Dated

APPENDIX K

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG
A PROFESSIONAL CORPORATION

BERNARD J. FIEGER (4922-1989)
MI AND NY BAR
GEOFFREY NELS FIEGER
MI, FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR (0949-2005)
ROBERT M. GIROUX
JEFFREY A. DANZIG

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950
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B. JASON BLANKENSHIP
BRIAN R. GARVES
CAROLINE M. WHITEMORE
JAMES S. URAIG
MARTIN T. SHEPHERD
Appellate Department
HEATHER A. GLAZER
SIMA G. PATEL
MI AND CO BAR
MATTHEW D. KLARULAK
Of Counsel
BARRY FAYNE
JACK BEAM

FILE NO. 12887

CONTRACT FOR LEGAL REPRESENTATION

IT IS HEREBY AGREED, by and between Phillip Hill
("Client(s)") and FIEGER,

FIEGER, KENNEY, GIROUX & DANZIG, P.C. (the "Firm") as follows:

1. The Firm is retained by the Client(s) for legal representation in connection with a claim for MUSD and/or construction site negligence Appeals
any and all persons, firms, businesses or corp's
deemed responsible for the accident of 7/13/12

2. The Firm agrees to represent the Client(s) in said matter. This Retainer does not include any Appeals that may be necessary. If an Appeal is necessary then the Client must retain the Firm on a separate basis and/or pay Quantum Meruit for the legal services performed on Appeal.

3. As a legal fee for this representation, the Firm shall receive an amount equal to one-third (1/3) of the net of any recovery. The net of any recovery, as defined by the Michigan Supreme Court, is equal to the total amount of any sum recovered, including the costs taxed and any interest included, whether by settlement or judgment or otherwise, less all disbursements properly chargeable to the enforcement of the claim or prosecution of the action.

4. Apart from the fees to which reference is made in Paragraph 3 herein, it is agreed that the Client(s) is ultimately responsible for payment of the necessary disbursements for enforcement of the claim or prosecution of an action as these disbursements are incurred by the Firm. These disbursements may include, but are not limited to, court filing fees, subpoena fees, fees for private investigators, accountants, or other professionals, expert witnesses, court reporter transcripts, telephone charges, travel expenses for attorneys or investigators, copying charges and any other disbursements which the Firm deems necessary for the proper pursuit of the case. It is also agreed that, to the extent such disbursements



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are made by the Firm on behalf of the client(s), the client(s) will be responsible for interest on such disbursements at the rate of 7% per annum from the proceeds of any monies secured on a client's behalf by the Firm.

5. In the event there is no recovery, the Client(s) shall pay no legal fee. However, the Client(s) may be responsible for paying the disbursements referred to in Paragraph 4 to the extent required by Michigan law.

6. The Firm is hereby specifically authorized and empowered by the Client(s) to endorse the name of the Client(s) to any checks, drafts, money orders, or other negotiable instruments which are received by the Firm on behalf of the Client(s) for the purpose of negotiating the same so that the proceeds may be placed in a trust account and disbursed in accordance with this Contract.

7. It is acknowledged by the Client(s) that the Firm has advised the Client(s) that attorneys may be employed under other fee arrangements than that indicated in this Contract for Legal Representation, such other arrangements including those involving fees computed on a rate per hour, or flat fees or per diem fees. The Client(s) specifically acknowledges that by agreeing to the contingency fee, the Firm may receive fees which are greater than would be the case if one of the other fee arrangements indicated in this paragraph were used. However, the Client(s) have determined that such a factor is acceptable to the Client(s) because the Client(s) understand that there is a risk that the Firm may receive no fees under the contingency fee arrangement or may receive less than if one of the other fee arrangements were used and because use of the contingency fee arrangement does not require that the Client(s) pay fees to the Firm in advance of services, at the time services are rendered, or prior to any recovery. Therefore, it is the affirmative election of the Client(s) to retain the Firm on the basis of a contingency fee arrangement because it is the belief of the Client(s) that it is in the best interest of the Client(s) to do so.

8. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the outcome of the case or any aspect thereof. It is agreed by the Client(s) that the Firm may take whatever action the Firm, in its professional judgment, deems appropriate for the proper prosecution of this matter.

9. It is understood by the Client(s) that the Firm makes no promises or guarantees as to the tax consequences of any recovery in this case; further, it is understood that where a Litigant's recovery constitutes income, the Litigant's income may include the portion of the recovery paid to the Firm as a Contingent Fee.

10. It is understood by the Client(s) that this Contract refers only to the matter to which reference is made in Paragraph 1 and does not cover any other matter. If representation is required with respect to a matter other than that to which reference is made in Paragraph 1, a new and separate contract will be required. If a probate proceeding is required in connection with any matter referred to in Paragraph 1, said probate proceeding is considered to be a separate matter for which an additional fee will be applicable at the time of recovery.

11. In the event the Firm is discharged by the Client(s) without cause or in the event that the Firm terminates its services due to some occurrence which is not the fault of the Firm's, the contingency fee portion of this agreement will be held for naught and that the Firm will be entitled to a fee based on quantum meruit. It is specifically agreed by the Client(s) that the Firm shall have a lien against any sum recovered to the extent of said costs or expenses as indicated in Paragraph 4 herein which are incurred by

the Firm, and that said lien is to be granted a preference, to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery. In the event the Firm is discharged by the Client(s), the client shall be allowed access to their file maintained in the office of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. Upon payment of costs incurred to date plus reasonable copying charges, the Client(s) shall be entitled to a copy of their file.

12. In the event the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. decides that this matter should be referred to outside counsel or another law firm, the plaintiff understands that the Firm of FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall be entitled to a portion of any attorney fee that may be eventually received in this matter and consent to same.

13. In addition, it is specifically agreed to by the client(s) that FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C. shall have a lien against any sum covered to the extent of said costs, expenses and/or fees as indicated in paragraphs 4 and 11 herein, which are incurred by the Firm, and that such lien is to be granted a preference to the extent permitted by law, over any other liens or obligations which may be satisfied from said recovery.

ACKNOWLEDGEMENT OF DISCLOSURE REGARDING CLIENT LIEN OBLIGATIONS

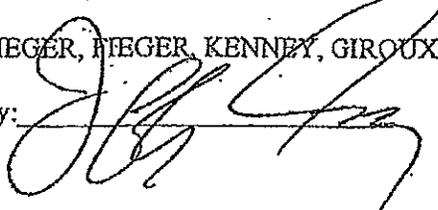
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15. It is understood and agreed that if the Client(s) are Medicare eligible, or become Medicare eligible, during the pendency of the lawsuit, the Medicare Recovery Act may require the Client(s) to set up qualified accounts known as a Medicare Set Aside (MSA) accounts to satisfy future medical expenses which would otherwise be paid by Medicare.

16. It is understood and agreed that the Firm has advised the client(s) that failure to comply with all applicable Federal and State laws and Statutes pertaining to applicable liens, including Medicare and Medicaid liens, could result in substantial penalties, including payment of past due liens with interest and costs, as well as a potential forfeiture of future Medicare and/or Medicaid benefits.

By signature to this Contract, agreement is acknowledged by the Client(s) to all of its provisions and receipt of a copy of this Contract is acknowledged by the Client(s).

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG, P.C.

By:  _____ Dated 8-6-2012
_____ Dated
_____ Dated

Approved by Geoffrey N. Fieger: _____ Dated _____

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APPENDIX L

FIEGER, FIEGER, KENNEY, GIROUX & DANZIG
A PROFESSIONAL CORPORATION

BERNARD J. FIEGER 0022-1088
MI AND NY BAR
GEOFFREY NELS FIEGER
MI FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR 0046-2005
ROBERT M. GIROUX
JEFFREY A. DANZIG

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950
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WEBSITE: www.fiegerlaw.com
e-mail: info@fiegerlaw.com

JAMES J. HARRINGTON, IV
EILEEN K. JOYNER
LEON J. WEISS
MI AND FL BAR
MICHAEL T. RANTON
THOMAS R. WARRICK
H. JASON BLANKENSHIP
BRIAN R. GARVES
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MARTIN T. SHEPHERD
TERRY A. DAVIES
Appellate Department
HEATHER A. GLAZER
SIDIA G. PATEL
MI AND CO BAR
MATTHEW D. KLAKULAK
Of Counsel
BARRY FAYNE
JACK BEAM

August 2, 2012

Mr. Jeffrey S. Sherbow
Attorney at Law
24446 Orchard Lake Road
Sylvan Lake, Michigan 48320

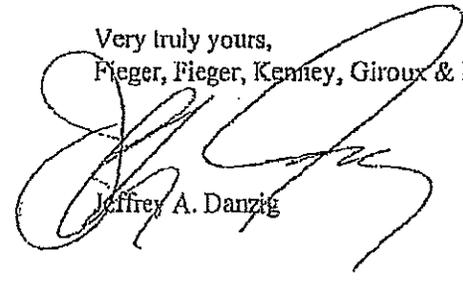
Re: Mervie Rice v ODOT
Our File No. 12847

Dear Mr. Sherbow:

Kindly be advised that we accepted the above-captioned matter on referral from you and your office, and are hereby acknowledging your one-third (1/3) referral fee in this matter. Separate letters acknowledging your referral fee on all other cases will be forthcoming as soon as those files are opened. Rest assured you are entitled to a referral fee on all four cases that we will be handling, and I will send you separate letters to that effect for each case as they are opened.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,
Fieger, Fieger, Kenney, Giroux & Danzig, P.C.



Jeffrey A. Danzig

JAD/cjj

Received for Filing Oakland County Clerk 2015 AUG 05 AM 08:00

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM



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APPENDIX M

PIEGER, BEGER, KENNEY, GIROUX & DANZIG
A PROFESSIONAL CORPORATION

BERNARD J. PIEGER 0903-1000
MI AND NY BAR
GEOFFREY NELS PIEGER
MI, FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR 0920-2005
ROBERT M. GIROUX
JEFFREY A. DANZIG

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950
19390 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2463
TELEPHONE (248) 355-5556
FAX (248) 355-5148
WEBSITE: www.piegerlaw.com
e-mail: info@piegerlaw.com

JAMES J. HARRINGTON, IV
HELEN K. JOYNER
LEON J. WEISS
MI AND FL BAR
MICHAEL T. RAYTON
THOMAS R. WARSNICK
JE. JASON BLANKENSHIP
BRIAN R. GARVES
CAROLINE M. WHITMORE
JAMES S. CRAIG
MARRIN T. SHEPHERD
TERRY A. DAVES
Appellate Department
HEATHER A. GLAZER
SIMA G. PATEL
MI AND CO BAR
MATTHEW D. KLAKULAK
Of Counsel
BARRY FAYNE
JACK BEAM

August 15, 2012

Jeffrey S. Sherbow, Esq.
Sherbow & Associates, PLC
2446 Orchard Lake Road
Sylvan Lake, MI 48320

Re: *Estate of Charles Rice v. Complete General Construction, et al*
Our File No. 12868
Dorothy Dixon v. Complete General Construction, et al
Our File No. 12869
Phillip Hill v. Complete General Construction, et al
Our File No. 12887

Dear Mr. Sherbow:

Kindly be advised that we have accepted the above-captioned matters on referral from you and your office and are hereby acknowledging your one-third referral fee in these matters. A separate letter acknowledging the referral fee on the Mervie Rice matter has previously been sent to you under separate cover.

At this time, I have obtained consent and waiver from both Mervie Rice as well as Phillip Hill. I am awaiting the signature of Deon Rice on the Consent and Waiver for the claims on behalf of the Estate of Charles Rice as well as the Estate of Dorothy Dixon. As soon as I obtain Deon's acknowledgment on the waiver and consents, I will be all cleared to represent all parties in this matter.

At this time, I have spoken to counsel for the driver of Vehicle No. 1 that went through the barricade. It is his intent to join forces with us in our claim against the general contractor responsible for the construction site activities. It will be the testimony of his client that there was an opening in the barrels that allowed his client to drive through the barricades into this restricted area, thereby causing the subject accident. Let's hope that testimony stands up.

EXHIBIT 3946
3
Pieger

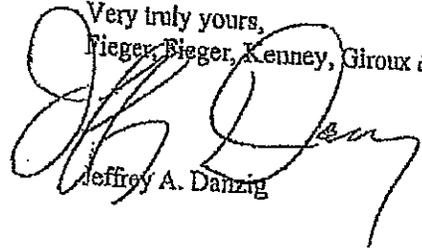
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PIEGGER, PIEGER, KENNEY & GIROUX

Page Two

Should you have any questions or concerns whatsoever regarding these matters, please do not hesitate to contact me at your convenience.

Very truly yours,
Pieger, Pieger, Kenney, Giroux & Danzig, P.C.



Jeffrey A. Danzig

JAD/cjj

APPENDIX N

FIEGER, FIEGER,
KENNEY, GIROUX, DANZIG & HARRINGTON
A PROFESSIONAL CORPORATION

BERNARD J. FIEGER 0928-1088
MI AND NY BAR
GEOFFREY NELS FIEGER
MI, FL AND AZ BAR
JEREMIAH JOSEPH KENNEY
MI AND OH BAR 0940-2006
ROBERT M. GIROUX
JEFFREY A. DANZIG
JAMES J. HARRINGTON, IV

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19390 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2463
TELEPHONE (248) 355-5556
FAX (248) 355-5148
WEBSITE: www.fiegerlaw.com
e-mail: info@fiagerlaw.com

HELEN K. JOYNER
LEON J. WEISS
MI AND FL BAR
MICHAEL T. RATTON
E. JASON BLANICKENSEY
CAROLINE M. WETTEMORE
JAMES S. CRAIG
TERRY A. DAVES
KENNETH O. LEBBERWOOD
LISA A. CORBELL
KAREN E. CLARK
MI AND GA BAR
ROBERT N. HESTON
MICHAEL E. SOWINSKI
Appellate Department
HEATHER A. GLAZER
SINA G. PATEL
MI AND CO BAR
MATTHEW D. KLAKULAK
Of Counsel
BARRY FAYNE
JACK BEAM

JANUARY 2, 2014

JEFFREY S. SHERBOW, ESQ.
2446 ORCHARD LAKE RD.
SYLVAN LAKE, MI 48320

TOM INTILI, ESQ.
INTILI & GROVES, LPA
130 W. SECOND ST., STE. 310
DAYTON, OH 45402

RE: LINDEN/RICE V COMPLETE GENERAL CONSTRUCTION, INC.
OUR FILE #'S 12869, 12887, 12868, 12847

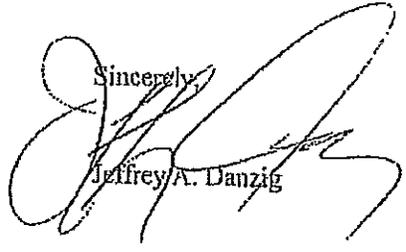
GENTLEMEN:

I just thought that given the new year, I would memorialize our mutual understanding of the fee relationship among us. Following our discussion in November of 2013, we agreed to a split of the attorney fees generated, as follows:

- Fieger Law Firm - 60% of net fees generated;
- Intili & Groves - 20% of net fees generated;
- Sherbow referral - 20% of net fees generated.

Geoff Fieger approved on 11/11/13 and as such, I am formally notifying you both of our mutual understanding and agreement. Facilitative Mediation is fast approaching on 1/17/14 in Columbus, OH, at which time I am hoping that we can resolve all claims.

Thank you for your attention and continued assistance and cooperation.

Sincerely,

Jeffrey A. Danzig



Received for Filing Oakland County Clerk 2015 AUG 05 AM 08:00
Received for Filing Oakland County Clerk 6/23/2017 11:11 AM

APPENDIX O

LAW OFFICES OF JEFFREY S. SHERBOW, P.C.

Attorneys and Counselors at Law

2446 Orchard Lake Road
Sylvan Lake, Michigan 48320
248/481-9362 Fax 248/481-9406

www.sherbowlaw.com

Jeffrey S. Sherbow
jeff@Sherbowlaw.com

Law Offices of Matthew S. Wood, PLLC
msw@Sherbowlaw.com

February 20, 2015

Geoffrey N. Fieger, Esquire
Fieger Fieger Kenney Giroux & Harrington PC
19390 W 10 Mile Rd
Southfield, MI 48075

Tom Intili, Esquire
130 West Second Street
Suite 310
Dayton, Ohio 45402

RE: Linden/Rice v Complete General Construction, Inc.
Your File Nos. 12869, 12887, 12868, 12847

Dear Gentlemen:

As you are aware, when this very tragic accident first occurred in 2012, I was instrumental in referring these matters to Mr. Fieger's office. As a result, there was a series of correspondence confirming and memorializing the expectation of a referral fee as well as a division of the net fee being generated.

It is my understanding that you gentlemen were fabulously successful on the liability phase and you look forward to the upcoming damage phase at the trial court.

If I can be of any assistance with the family or in dealing with them, it would be my pleasure to do so.

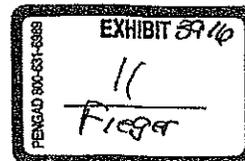
I would appreciate a status update and indication of your expectations at this time.

Thanking you in advance. I remain...

Very truly yours,

Jeffrey S. Sherbow

JSS\klo



APPENDIX P

FIEGER, FIEGER, KENNEDY & HARRINGTON
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW SINCE 1950

10390 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2463

TELEPHONE (248) 366-5555

FAX (248) 355-5148

WEBSITE: www.fiegerlaw.com

e-mail: info@fiegarlaw.com

BERNARD J. FIEGER 1922-1998
MI AND NY BAR
GROFFREY WALS FIEGER
MI FL AND AZ BAR
JEREMIAH JOSEPH KENNEDY
MI AND OH BAR 1946-2005
JAMES J. HARRINGTON, IV

BRIAN K. JOYNER
CAROLINE M. WHITTEMORE
JAMES S. ORAM
TERRY A. DAWEN
MICHAEL E. SOWINSKI
GARY N. FELTY, JR.
CHRISTIAN P. COLLIN
DAVID A. DYCHESKY
APRIL N. NASON
CAMERON T. PERALTA
MIGNON B. WILLIAMS
EVAN N. PARRAS
SHELTON M. ADELSON
Appellate Department
SIMA D. PATEL
MI AND CO BAR
MATTHEW D. KLARULAK
Of Counsel
BARRY FARRER
JACK BEAM
LEON J. WYSS

TAMMY J. REISE 1960-2000

March 31, 2015

Jeffrey Sherbow
2446 Orchard Lake Road
Sylvan Lake, MI 48320

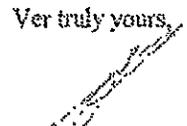
Dear Mr. Sherbow:

A very troubling problem has arisen with the cases I have been handling in Dayton, Ohio.

I was originally informed by Mr. Danzig that you referred the cases to us. I have now confirmed that you did not, and that any representations to the contrary are untrue.

Indeed, my office was initially directly contacted by Ms. Rice within 4 days of the accident. You obviously didn't refer her case, she doesn't even know you. Neither does Mr. Hill, nor Ms. Dixon. Indeed, even Dion Rice told you at his father's funeral that he had contacted our offices.

What prompted you and Mr. Danzig to think that you could claim a referral fee? I remain,

Very truly yours,

Geoffrey Fieger

GNF/vjk

EXHIBIT 59 16
12
Fieger
FENGAD 00-51-688

APPENDIX Q

FIEGER, FIEGER, KENNY & HARRINGTON
A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW SINCE 1898

10300 WEST TEN MILE ROAD
SOUTHFIELD, MICHIGAN 48075-2468

TELEPHONE (248) 356-5555

FAX (248) 356-5148

WEBSITE: www.fiegerlaw.com

e-mail: info@fiegerlaw.com

BERNARD J. FIEGER
MICHIGAN BAR
GEOFFREY NELS FIEGER
MICHIGAN AND ARIZONA BAR
JEREMIAH JOSEPH KENNY
MICHIGAN AND OHIO BAR
JAMES J. HARRINGTON, IV

HENRY K. JONKER
CAROLINE M. WHEATMORSE
JAMES S. ORLAND
TERRY A. DAWES
MICHAEL R. SCHWINSKY
GARY N. FELDMAN, JR.
CHRISTOPHER P. COLLIER
DAVID A. DWORZANSKY
APRIL N. NASON
CANDACE T. PSHALTA
MELISSA P. WILLIAMS
EVAN N. PAPPAS
SHELDON M. ANDERSON
Appellate Department
SIMA G. PATEL
MICHIGAN BAR
MATTHEW D. KOLACZAK
Of Counsel
HARRY FAXINA
JACK BEAM
LEON J. WEISS
FRANK J. HARRIS

April 15, 2015

Jeffrey S. Sherbow, Esquire
Law Offices of Jeffery S. Sherbow, P.C.
2446 Orchard Lake Road
Sylvan Lake, Michigan 48320

Re: Estate of Charles Rice

Dear Mr. Sherbow:

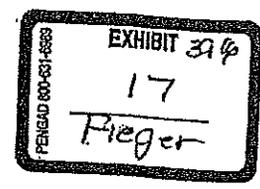
Several weeks ago, I wrote to you asking that you contact me to explain how you made an apparent "claim" that you had referred the four "Rice" cases to my office. You never contacted me.

Instead, today I learned that you had improperly filed a false "lien" with the Ohio court. I have been informed that your actions may be contrary to the Rules of Professional Responsibility in Ohio. They may also be contrary to the Rules in Michigan, and other pertinent statutes.

I possess overwhelming evidence that you never "referred" any of the Rice cases to our offices. In fact, the only "client" you ever met was Dion Rice, however, he is not a party, and he contacted our offices before you met him at his father's funeral.

You have never been admitted pro hac vice in the Ohio case. You have never been an attorney of record in the case. Your improper filing constitutes an improper attempt to interfere with the settlement.

In short, you have no claim against any of the proceeds of this case. You may think you have a contract claim against my firm, however, if you go down that road it will be extremely perilous for you.

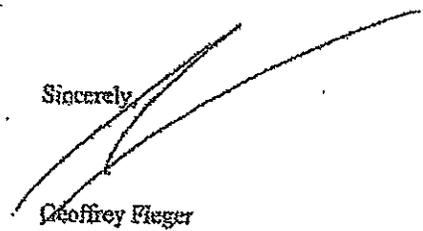


FIEGER, FIEGER, KENNEY & HARRINGTON

Page Two

If you do not take immediate steps to withdraw your false, scandalous and improper pleading in the Ohio court, both myself, Mr. Intili, and my clients will take further action against you.

Sincerely,



Geoffrey Fieger

GNE/vjk

APPENDIX R

LAW OFFICES OF JEFFREY S. SHERBOW, P.C.

Attorneys and Counselors at Law

2446 Orchard Lake Road
Sylvan Lake, Michigan 48320
248/481-9362 Fax 248/481-9406

www.sherbowlaw.com

Jeffrey S. Sherbow
jeff@sherbowlaw.com

Law Offices of Matthew B. Wood, PLLC
mwood@sherbowlaw.com

April 17, 2015

Geoffrey N. Fieger, Esquire
Fieger Fieger Kenney & Harrington PC
19390 W 10 Mile Rd
Southfield, MI 48075

RE: Estate of Charles Rice

Dear Mr. Fieger:

I did in fact receive your correspondence which was dated March 31, 2015 as well as your correspondence dated April 15, 2015.

I also had received correspondence from your firm regarding this matter on August 2, 2012 as well as January 2, 2014. I did reach out to you back on February 20, 2015, and did not have a response from your office.

In order to refresh your memory, I attach the correspondence from August 2, 2012, January 2, 2014, as well as my letter of February 15, 2015.

I also do acknowledge that I filed the attorney lien in Ohio, although I have certainly have not sought to practice in Ohio, so I question the need to proceed Pro Hac Vice.

In any event, I would take issue with your references that I have no claim to the fees in this matter pursuant to the correspondence from your partner as referenced.

I would not think that you would impugn the integrity of your partner, Jeffrey Danzig as his integrity is above reproach. I initiated bringing Dion Rice to Jeffrey Danzig. I had a relationship with the Decedent Charles Rice that pre-dated his death by at least two years.

In any event, I have reached out to you. I understand that Mr. Danzig had reached out to you this past week and discussed these matters with you. I also would like to do so and if appropriate have Mr. Danzig, yourself and I meet at a mutually convenient time. I do not relish a dispute and would rather sit down as professionals and discuss this matter.

EXHIBIT 3910
18
Fieger

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM
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April 17, 2015

I would also include and reference Michigan Rules of Professional Conduct, Rule 1.15 called Safe Keeping Properties, specifically "C" which is quoted as follows...(c).

"When two or more persons (one of whom may be the lawyer) claim interest in the property, it shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute."

As a result of my attorney lien, it certainly would not affect the balance of the distribution to the clients nor for that matter to Mr. Intili.

In any event, I certainly would like the opportunity to discuss this matter with you at your convenience. My cell phone is (248) 880-0022.

I look forward to hearing from you. I remain...

Very truly yours,

Jeffrey S. Sherbow

JSS:klo
enclosure

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM

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APPENDIX S

March 31, 2015

Dear Mr. Fieger:

This is to confirm that I retained your office directly. I never retained an attorney who goes by the name of Jeffrey Sherbow. I have no relation whatsoever with Mr. Sherbow, and he did not refer my case to you.

Sincerely,



Dion Rice

PERIOD 800-681-6888
EXHIBIT 376
B
Fieger

EXHIBIT 1

March 31, 2015

Dear Mr. Fieger:

This is to confirm that I retained your office directly. I never retained an attorney who goes by the name of Jeffrey Sherbow. I have no relation whatsoever with Mr. Sherbow, and he did not refer my case to you.

Sincerely,

Mervie Rice



EXHIBIT 3

Received for Filing Oakland County Clerk 2015 AUG 11 AM 08:00

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM

March 31, 2015

Dear Mr. Fieger:

This is to confirm that I retained your office directly. I never retained an attorney who goes by the name of Jeffrey Sherbow. I have no relation whatsoever with Mr. Sherbow, and he did not refer my case to you.

Sincerely,

Phil Hill



EXHIBIT 4

March 31, 2015

Dear Mr. Fieger:

This is to confirm that I retained your office directly. I never retained an attorney who goes by the name of Jeffrey Sherbow. I have no relation whatsoever with Mr. Sherbow, and he did not refer my case to you.

Sincerely,

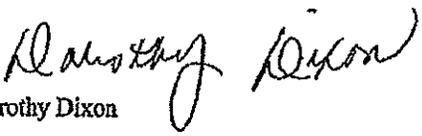

Dorothy Dixon

EXHIBIT 2

APPENDIX T

represent me in my case in Ohio, to perform any legal services in connection with that case, to bring about the settlement of that case, or to do anything which was beneficial to me in connection with that case.

7. If called as a witness, I am competent to testify to the foregoing facts.

Dorothy Dixon
DOROTHY DIXON

Sworn to before me this
16 day of June, 2015.

Vanessa Haddad

VANESSA HADDAD
NOTARY PUBLIC STATE OF MICHIGAN
My Commission Expires: February 20, 2019
Acting in the County of OAKLAND

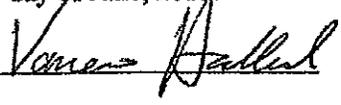
6. No one ever discussed any division of legal fees with me before I signed the retainer agreement with Mr. Fieger's firm on July 26, 2012, or at any other time and I was unaware that Jeffrey Sherbow was alleging that he was to receive any fees from my case.

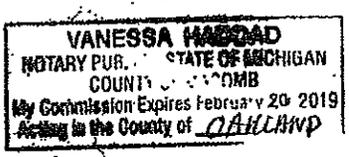
7. Had anyone asked me if I objected to Mr. Sherbow's receiving any fees from the case involving my father's death, I would have objected because, to the best of my knowledge, Sherbow had no role at all in the pursuit of that case, did not perform any legal services in connection with that case, did not do anything which was beneficial to the Estate of Charles Rice in connection with that case, nor did he direct me to the Fieger firm, as I already had contacted that firm prior to Mr. Sherbow's intrusion at the funeral.

8. If called as a witness, I am competent to testify to the foregoing facts.


DION RICE

Sworn to before me this
16 day of June, 2015.





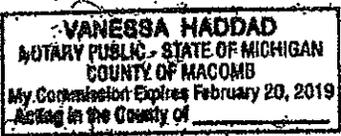
represent me in my case in Ohio, to perform any legal services in connection with that case, to bring about the settlement of that case, or to do anything which was beneficial to me in connection with that case.

7. If called as a witness, I am competent to testify to the foregoing facts.

Mervie Rice
MERVIE RICE

Sworn to before me this
30 day of June, 2015.

Vanessa Haddad



Received for Filing Oakland County Clerk 2015 JUN 30 PM 04:24

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM

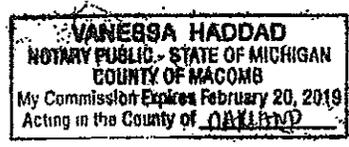
represent me in my case in Ohio, to perform any legal services in connection with that case, to bring about the settlement of that case, or to do anything which was beneficial to me in connection with that case.

7. If called as a witness, I am competent to testify to the foregoing facts.

Philip Hill
PHILIP HILL

Sworn to before me this
16 day of June, 2015.

Vanessa Haddad



Received for Filing Oakland County Clerk 2015 JUN 30 PM 04:24

Received for Filing Oakland County Clerk 6/23/2017 11:11 AM

APPENDIX U

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

LAW OFFICES OF JEFFREY SHERBOW, PC,
Plaintiff,

v.

Case No. 15-147488-CB
Hon. James M. Alexander

FIEGER & FIEGER, PC,
Defendant.

OPINION AND ORDER RE: SUMMARY DISPOSITION

This matter is before the Court on cross motions for summary disposition. This is a referral-fee dispute. According to the Complaint, Plaintiff referred Defendant clients involved in multiple personal-injury and wrongful-death lawsuits related to an automobile accident in Ohio. In return for the referral, Plaintiff claims that it was promised a percentage of Defendant's attorney fee award.

In its motion, Plaintiff seeks a ruling that it has established that a prima facie enforceable contract exists, and the only remaining issue is whether the clients were advised of the fee-sharing agreement. Defendant, on the other hand, seeks dismissal of Plaintiff's Complaint.

Both parties move for summary under MCR 2.116(C)(10), which tests the factual support for Plaintiff's claims. *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999).¹

Although the parties agree on little, the following appears to be undisputed. In July 2012, a

¹ Under (C)(10), "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. The burden then shifts to the opposing party to establish that a genuine issue of disputed fact exists." *Quinto v Cross & Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996), citing *Neubacher v Globe Furniture Rentals*, 205 Mich App 418, 420; 522 NW2d

vehicle driven by Charles Rice was involved in an accident on I-75 in Ohio. The accident killed Mr. Rice and seriously injured his three passengers, Mervie Rice, Philip Hill, and Dorothy Dixon. Plaintiff represented Mr. Rice or his business on several matters prior to his death.

At the time, Jeffrey Danzig was an attorney at Defendant's office. On July 26, 2012, a meeting was held at Defendant's office. The following people were present for the meeting – Plaintiff, Dion Rice (on behalf of Mr. Rice's estate), Mervie Rice, her daughter Nya Keller, attorney Jody Lipton, and Mr. Danzig.

Following this meeting and within two months of the accident, Dion Rice (on behalf of Mr. Rice's estate), Ms. Rice, Mr. Hill, and Ms. Dixon all signed retainer agreements with Defendant to pursue claims relating to the same.

On August 2, 2012, Mr. Danzig wrote Plaintiff a letter on Defendant letterhead acknowledging Plaintiff's entitlement to a one-third referral fee on the Mervie Rice case. Two weeks later, on August 15, 2012, Mr. Danzig wrote another letter on Defendant letterhead confirming the same referral fee for the other three clients (estate of Charles Rice, Ms. Dixon, and Mr. Hill).

Because the underlying lawsuits were to be brought in Ohio, local counsel was needed. This allegedly resulted in a split of fees as follows – 60% net to Defendant, 20% net to Ohio counsel, and 20% to Plaintiff. This split was acknowledged in a final Danzig letter on Defendant letterhead dated January 2, 2014. This letter was addressed to both Plaintiff and Ohio counsel. After acknowledging the attorney fee split, the letter provided that "Geoff Fieger approved on 11/11/13 and as such, I am formally notifying you both of our mutual understanding and agreement."

The parties don't agree on much else. And, although the parties don't dispute that Danzig sent the three letters, Defendant disputes that he had the authority to do so. And the parties dispute whether each client was advised on the fee-sharing agreement and did not object – as required under MRPC 1.5(e).

In its motion, Plaintiff seeks a ruling that Danzig had apparent authority to bind Defendant, which resulted in an enforceable contract as outlined in the letters.² Plaintiff argues that the burden then shifts to Defendant to establish the affirmative defense of illegality of contract – based on a violation of the Michigan Rules of Professional Conduct.

Defendant, on the other hand, seeks a ruling that the alleged contract violates MRPC 1.5(e), which renders it unenforceable. In the alternative, Defendant argues that Danzig was not authorized to, and was specifically forbidden from, agreeing to pay any referral fee without the express approval of Geoffrey Fieger. And Defendant seeks a ruling that Plaintiff cannot recover non-economic damages in this breach of contract case.

1. Defendant's cursory arguments.

The Court notes that Defendant raises two other challenges to the alleged fee-sharing agreement. First, the same is not supported by consideration. Second, Plaintiff could not refer the underlying clients because they were never his "clients." But Defendant's cursory arguments on these issues are unconvincing.

Initially, with respect to Defendant's "client" argument, Defendant fails to cite any authority for the proposition that the referring attorney must have a written agreement with the client in order

² Although only arguing apparent authority in its principal motion and brief, Plaintiff includes an actual authority argument for the first time in its Reply Brief. Because this issue was not raised in its principal brief so that

to refer the same to another attorney. Had our Supreme Court so wished, it could have easily included the same in the Rules.

Next, with respect to Defendant's consideration argument, it is well established that the existence of a valid contract requires an offer, acceptance, consideration, and mutual agreement to all of the contract's essential terms. *Kloian v Domino's Pizza, LLC*, 273 Mich App 449, 452-453; 733 NW2d 766 (2006).

Further, "[t]o have consideration there must be a bargained-for exchange." *Gen Motors Corp v Dep't of Treasury, Revenue Div*, 466 Mich 231, 238; 644 NW2d 734 (2002). But "Courts do not generally inquire into the sufficiency of consideration." *Id.* at 239.

In this case, if Plaintiff establishes its version of events, it performed the service of bringing the clients to Defendant, who received the benefit of representing four valuable tort cases. This is adequate consideration, and Defendant's motion on this issue is DENIED.

2. Apparent Authority.

The Court next turns to the alleged fee-sharing agreement. Plaintiff first argues that Mr. Danzig had the apparent authority to bind Defendant to the alleged agreement. The following elements are necessary to establish apparent or ostensible agency:

(1) the person dealing with the agent must do so with belief in the agent's authority and this belief must be a reasonable one, (2) the belief must be generated by some act or neglect on the part of the principal sought to be charged, and (3) the person relying on the agent's authority must not be guilty of negligence. *VanStelle v Macaskill*, 255 Mich App 1, 10; 662 NW2d 41 (2003); quoting *Chapa v St Mary's Hosp of Saginaw*, 192 Mich App 29, 33-34; 480 NW2d 590 (1991).

Defendant had an opportunity to respond, the Court will not address the same.

Long ago, our Supreme Court reasoned:

it may be stated as a general rule that whenever a person has held out another as his agent authorized to act for him in a given capacity, or has knowingly and without dissent permitted such other to act as his agent in that capacity, or where his habits and course of dealing have been such as to reasonably warrant the presumption that such other was his agent authorized to act in that capacity-whether it be in a single transaction or in a series of transactions-his authority to such other to so act for him in that capacity will be conclusively presumed to have been given, so far as it may be necessary to protect the rights of third persons who have relied thereon in good faith and in the exercise of reasonable prudence; and he will not be permitted to deny that such other was his agent authorized to do the act he assumed to do, provided that such act was within the real or apparent scope of the presumed authority.' *Plankinton Packing Co v Berry*, 199 Mich 212, 217; 165 NW 676 (1917).

Inherent in this analysis is a careful analysis of (among other things) evidence, course of dealing, and reasonable belief. Defendant even appears to acknowledge that Danzig's apparent authority is properly a jury question, arguing that none of the cases cited by Plaintiff ruled on apparent authority as a matter of law.

Indeed, it is well-settled that "When there is a disputed question of agency, if there is any testimony, either direct or inferential, tending to establish it, it becomes a question of fact..." *St Clair Intermediate Sch Distt v Intermediate Ed Assn/Michigan Ed Ass'n*, 458 Mich 540, 556-557; 581 NW2d 707 (1998); quoting *Miskiewicz v Smolenski*, 249 Mich 63, 70; 227 NW 789 (1929).

In this case, Plaintiff points to the following evidence tending to establish agency: (1) Defendant's own letterhead names Danzig in the firm's name; (2) Defendant assigned Danzig to the supervise the intake department; (3) Danzig handled the underlying cases for Defendant's firm until his departure; and (4) Plaintiff referred other cases to Defendant through Danzig, and Defendant paid referral fees on said cases.

Because agency is disputed and Plaintiff has presented some evidence tending to establish

Danzig's authority to bind Defendant, the same is properly a question of fact for the jury. As such, Plaintiff's motion for summary disposition on this issue is DENIED.

3. Does the fee-sharing agreement violate MRPC 1.5(e)?

If Plaintiff can establish that Danzig had authority to bind Defendant to the fee-sharing agreement, the next issue is whether the same is unenforceable for violating MRPC 1.5(e).

Under Michigan law, an alleged contract is unethical if it violates the Michigan Rules of Professional Conduct, and such "unethical contracts violate our public policy and therefore are unenforceable." *Evans & Luptak, PLC v Lizza*, 251 Mich App 187, 189; 650 NW2d 364 (2002).

Under MRPC 1.5(e):

A division of a fee between lawyers who are not in the same firm may be made only if:

- (1) the client is advised of and does not object to the participation of all the lawyers involved; and
- (2) the total fee is reasonable.

In other words, in order to be an enforceable fee-sharing agreement, the underlying client must have been "advised of" and "not object to" the participation of both Plaintiff and Defendant. Besides the fee being reasonable, there are no other requirements.³

Plaintiff argues that Defendant carries the burden to establish the affirmative defense that the contract is void or unenforceable as against public policy (and therefore illegal). Indeed, the Court of Appeals in *Morris & Doherty, PC v Lockwood*, 259 Mich App 38, 60; 672 NW2d 884 (2003) concluded that a referral fee contract that contradicts the Michigan Rules of Professional Conduct "is void ab initio." And, under MCR 2.119(F)(3)(a) the defense that "that an instrument or transaction is

³ Defendant makes much of the allegation that Plaintiff had no prior contact with three of the four clients. But there is no requirement for prior contact in MRPC 1.5(e).

void” constitutes an affirmative defense.⁴

In response, Defendant argues that Plaintiff actually carries the burden to establish that its claim is based on a legal contract, citing *Am Trust Co v Michigan Trust Co*, 263 Mich 337, 339-340; 248 NW 829 (1933) for the proposition that:

A contract made in violation of a statute is void and unenforceable. When plaintiff cannot establish its cause of action without relying upon an illegal contract, it cannot recover. The contract was of no force, effect, or efficacy. It was invalid, null, and void.

The general rule of law is that a contract made in violation of a statute is void, and that, when a plaintiff cannot establish his cause of action without relying upon an illegal contract, he cannot recover. (internal citations and quotations omitted).

But in *American Trust*, the burden of proof was not an issue. Based on the plain language of the Court Rule, the Court finds that Defendant’s claim that the fee-sharing agreement is void as a matter of public policy is an affirmative defense, on which, Defendant carries the burden.⁵

This ruling is consistent with other states addressing the issue as cited in Plaintiff’s Motion.⁶

⁴ Plaintiff also cites *Metro Services Organization v City of Detroit*, an unpublished opinion per curiam of the Court of Appeals, issued February 1, 2011 (Docket Nos. 292052, 292588), which concluded that a defendant’s position that a contract was void constitutes an affirmative defense, on which, the asserting party carries the burden.

⁵ The Court notes, however, that while Defendant did not plead the affirmative defense that Plaintiff’s claim is void based on an illegal contract in his affirmative defenses, it did raise the issue in its initial motion for summary disposition filed in lieu of an Answer on June 30, 2015 as permitted under MCR 2.111(F)(2).

⁶ California’s District Court of Appeal considered an interesting, well-reasoned approach to the burden problem in *Eaton v Brock*, 124 Cal App 2d 10, 13; 268 P.2d 58 (1954):

Where the illegality of a contract does not appear from the face of the complaint it becomes a matter of affirmative defense that must be specially pleaded. And in such case the burden of proof is on the defendant. (*Hamilton v. Abadjian*, 30 Cal.2d 49 [179 P.2d 804]; *Gelb v. Benjamin*, 78 Cal.App.2d 881 [178 P.2d 476]; *Vagim v. Brown*, 63 Cal.App.2d 504 [146 P.2d 923]; 12 Cal.Jur.2d p. 508; 17 C.J.S. p. 1226.) Such is the case here. There is nothing on the face of the complaint, nor the contract attached thereto, that discloses any invalidity. The trial court therefore properly required the defendant to assume the burden of proving illegality.

See also *Cantleberry v Holbrook*, No. 12CA75, 2013 WL 3280023, at *4 (Ohio Ct App June 25, 2013), which reasoned: Appellant argues the trial court erred as a matter of law in determining appellee met his burden of proof on the issue of illegality of contract. We agree. A defense alleging illegality of contract is an affirmative defense. *McCabe/Marra Co. v. Dover*, 100 Ohio App.3d 139, 652 N.E.2d 236 (8th Dist.1995); *Arthur Young & Co. v. Kelly*, 88 Ohio App.3d 343, 623 N.E.2d 1303 (10th Dist.1993). When challenging a contract’s enforceability based on illegality, one does not challenge the terms to the agreement; “[i]n short, asserting that defense does not contest the existence of an offer, acceptance,

Next, the parties dispute the timeframe for a client's objection to any fee sharing. As stated, MRPC 1.5(e) only permits a fee-sharing agreement between lawyers not in the same firm if "the client is advised of and **does not object to** the participation of all the lawyers involved."

Plaintiff claims that any such objection must have been raised before said client signed his or her retainer agreement with Defendant.

Defendant, on the other hand, argues that "it makes the most sense to look at the client's agreement or objection to payment **at the time of payment.**"

Initially, the Court notes that there is no explicit temporal element to MRPC 1.5(e). But if the Court were to accept Defendant's approach, then the representing attorney could use his or her months- or years-long relationship with the client to influence said client to object at the last moment – thereby avoiding paying any agreed referral fee long after the referring attorney lived up to his or her end of the bargain. This doesn't make sense.

Rather, the Court finds that any objection must be raised by the time the referring attorney completes his or her bargained-for exchange – bringing the client to the representing attorney. This is complete when the client executes the retainer agreement with the representing attorney.⁷

With this ruling in mind, the Court now turns to the **overwhelming** competing evidence on the issue of whether each client was advised of or objecting to the fee-sharing agreement.

It is worth noting that both parties appear to argue from the perspective that, if the alleged contract is enforceable (or unenforceable) as to one client, then it is enforceable (or unenforceable) as

consideration, and/or a material breach of the terms of the contract." McCabe/Marra Co., 100 Ohio App.3d at 148, 652 N.E.2d at 241. The burden of proving the contract's illegality is upon the party seeking to avoid the obligation Charles Melbourne & Sons, Inc. v. Jesset, 110 Ohio App. 502, 505, 163 N.E.2d 773, 775 (8th Dist.1960).

⁷ The same is true for the other requirement of MRPC 1.5(e) – that the client was "advised of" the participation of all lawyers involved.

to all. This is not the case. There are four underlying clients. Each client must be separately analyzed to determine the enforceability of the purported agreement with respect to that client.

In other words, if the jury finds that Client A was advised of and did not object to the fee-sharing agreement, then said agreement is enforceable as to Client A alone. But it does not mean that Plaintiff is automatically entitled to the same with respect to Clients B, C, and D (should the jury determine that they were not advised of or objected to the fee-sharing agreement).

And the reverse is also true. Should Defendant succeed on establishing that Clients A and B were not advised of (and/or objected to) the purported fee-sharing agreement, it does not mean that the same is necessarily true for Clients C and D.

In support of its position that each client was advised of and did not object to the fee-sharing agreement, Plaintiff cites to the deposition testimony of Danzig and its principal, Jeffrey Sherbow. Danzig testified that, at the time each client signed his or her retainer agreement, they discussed the referral fee and the clients had no objections. Likewise, Sherbow testified that, at the July 26, 2012 meeting, the referral fee was discussed.

Defendant, on the other hand, cites to the deposition testimony of each underlying client, who all claim that the fee split was not discussed at the July 26 meeting.

Each side also attacks the credibility of the other's deponents. In other words, the parties specifically make credibility an issue. It is well settled, however, that credibility is an issue that must be submitted to the trier of fact. *White v Taylor Distributing Company, Inc*, 275 Mich App 615; 739 NW2d 132 (2007). The White Court reasoned that, "courts may not resolve factual disputes or determine credibility in ruling on a summary disposition motion" *White*, 275 Mich App at 625.

As a result, summary disposition is wholly inappropriate and DENIED.

4. Non-Economic Damages

Finally, Defendant next argues that Plaintiff cannot recover for non-economic damages in a breach of contract case, citing *Kewin v Massachusetts Mutual Life Ins Co*, 409 Mich 401, 419-421; 295 NW2d 50 (1980) (holding “absent allegation and proof of tortious conduct existing independent of the breach, . . . exemplary damages may not be awarded in common-law actions brought for breach of a commercial contract); *Manley v Detroit Auto Inter-Ins Exch*, 425 Mich 140, 149; 388 NW2d 216, 220 (1986); and *Isagholian v Transamerica Ins Corp*, 208 Mich App 9, 17; 527 NW2d 13, 17 (1994) (holding “Damages for mental distress are not recoverable in a breach of contract action absent allegation and proof of tortious conduct existing independently of the breach of contract.”).

In response, Plaintiff argues that he sustained “a real damage” when Defendant refused to pay the promised referral fee because. While this may be true, Plaintiff can be made whole if he succeeds on his breach of contract claim, which measures damages based what Plaintiff was supposed to receive vs. what he actually received.

But Plaintiff has entirely failed to allege any tortious conduct existing independently of the alleged breach of contract. As a result, Defendant’s motion on this issue is GRANTED. Plaintiff may not pursue or recover for non-economic damages in this case.

5. Summary/Conclusion

To summarize, Defendant’s motion is GRANTED, but only with respect to Plaintiff’s inability to recover any non-economic damages.

In all other respects, for all of the foregoing reasons, and viewing all evidence in the light most favorable to the nonmovant, the Court finds that there remain numerous questions of fact in dispute that precludes summary disposition under (C)(10). As a result, both parties' motions are otherwise DENIED.⁸

IT IS SO ORDERED.

August 17, 2016
Date

/s/ James M. Alexander
Hon. James M. Alexander, Circuit Court Judge

⁸ The Court also declines Plaintiff's request to rule that Defendant has violated MCR 8.121(C)(1) when it deducted fees from the gross (rather than net) recovery. This is not properly an issue addressed by this Court.

APPENDIX V

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IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

HOWARD T. LINDEN, ESQ.,
Executor of Estate of Charles Rice, et al.

Plaintiffs,

Case No: 2012 CV 08206

-vs-

(Judge German)
(Magistrate Judge Fuchsman)

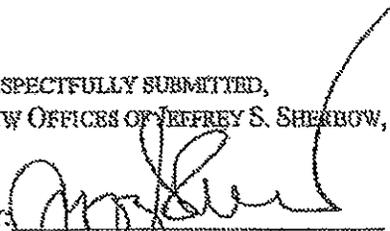
COMPLETE GENERAL CONSTRUCTION,

Defendant.

NOTICE OF ATTORNEY LIEN

Jeffrey S. Sherbow, by and through the Law Offices of Jeffrey S. Sherbow, PC, an attorney at law in the State of Michigan, Michigan State Bar Number P-25324, hereby files this Attorney's Lien and claims a lien in the amount of 20% of any and all attorney fees recovered on and against any and all settlements reached relative to Dorothy Dixon, et al v Complete General Construction, Inc., Case Number 2012 CV 08206 pursuant to agreement and correspondence as attached hereto. Said lien amount is in the amount of 20% of the net attorney fees generated arising from this litigation, whether by jury or settlement, in said action as referenced which was instituted for said clients in the Montgomery County Common Pleas Court, said matter being filed on or about November 19, 2012.

RESPECTFULLY SUBMITTED,
LAW OFFICES OF JEFFREY S. SHERBOW, PC

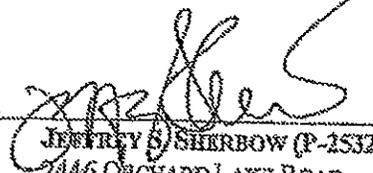
BY: 
JEFFREY S. SHERBOW (P-25324)
2446 ORCHARD LAKE ROAD
SYLVAN LAKE, MICHIGAN 48330
PHONE: 248/481-9362

DATED: APRIL 7, 2015

Further affiant saith naught.

RESPECTFULLY SUBMITTED,

LAW OFFICES OF JEFFREY S. SHERBOW, PC

BY: 
 JEFFREY S. SHERBOW (P-25324)
 2446 ORCHARD LAKE ROAD
 SYLVAN LAKE, MICHIGAN 48320
 PHONE: 248/481-9362
 JEFF@SHERBOWLAW.COM

DATED: APRIL 7, 2015

Sworn to before me and subscribed in my presence this 7th day of April, 2015.


 Notary Public
 KATHYIN COSTING
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF MACOMB
 MY COMMISSION EXPIRES ON 17, 2018
 ACTING IN COUNTY OF *Macomb*

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APPENDIX W

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

LAW OFFICES OF JEFFREY SHERBOW P.C.,

Case No. 15-147488-CB
Honorable James M. Alexander

Plaintiff,

-vs-

FIEGER & FIEGER, P.C., d/b/a FIEGER,
FIEGER, KENNEY & JOHNSON, P.C.,

Defendant.

GREGORY M. JANKS (P27696)
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(248) 877-4499
greg@jankslaw.com

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JAMES G. GROSS (P28268)
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MARK R. BENDURE (P23490)
Co-Counsel for Defendant
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Grosse Pointe Park, MI 48230
(313) 961-1525
bendurelaw@cs.com

Form of Verdict

1. Did Plaintiff refer one, some or all of the following personal injury cases to Defendant?

Estate of Charles Rice Yes _____ No _____

Dorothy Dixon Yes _____ No _____

Mervie Rice Yes _____ No _____

Philip Hill Yes _____ No _____

If your answer "yes" to any, or all, of these questions, go to Question 2.

2. Was the Estate of Charles Rice, through any representative or relative, advised as to the participation of all the lawyers involved?

Yes _____ No _____

If your answer was "yes", then go to Question 2a. If your answer is "no", go to question 3.

2a. Did the Estate of Charles Rice, through any representative or relative, object to the participation of all the lawyers involved at the time it initially agreed to be represented by Defendant on July 26, 2012?

Yes _____ No _____

Go to Question 3.

3. Was Mervie Rice advised as to the participation of all the lawyers involved?

Yes _____ No _____

If your answer was "yes", then go to Question 3a. If your answer is "no", go to question 4.

3a. Did Mervie Rice object to the participation of all the lawyers involved at the time she initially agreed to be represented by Defendant on July 26, 2012?

Yes _____ No _____

Go to Question 4.

4. Was Philip Hill advised as to the participation of all the lawyers involved?

Yes _____ No _____

If your answer was "yes", then go to Question 4a. If your answer is "no", go to question 5.

4a. Did Philip Hill object to the participation of all the lawyers involved at the time he initially agreed to be represented by Defendant on August 6, 2012?

Yes _____ No _____

Go to Question 5.

5. Was Dorothy Dixon, either individually or through any representative or relative, advised as to the participation of all the lawyers involved?

Yes _____ No _____

If your answer was "yes", then go to Question 5a. If your answer is "no", go to question 6.

5a. Did Dorothy Dixon, either individually or through any representative or relative, object to the participation of all the lawyers involved at the time she initially agreed to be represented by Defendant either on July 26, 2012 and/or on September 11, 2012?

Yes _____ No _____

6. Did Jeffrey A. Danzig have actual or apparent authority to enter into any contract between Plaintiff and Defendant for the payment of referral fees? .

Yes _____ No _____

7. Did Robert M. Giroux, Jr. have actual or apparent authority to enter into any contract between Plaintiff and Defendant for the payment of referral fees?

Yes _____ No _____

8. Did Jeffrey A. Danzig agree to bind Defendant to pay referral fees to Plaintiff?

Yes _____ No _____

9. Did Robert M. Giroux, Jr. agree to bind Defendant to pay referral fees to Plaintiff?

Yes _____ No _____

10. What is the amount of the referral fee owed to Plaintiff on each case that you find that it referred to Defendant?

Estate of Charles Rice \$ _____

Dorothy Dixon \$ _____

Mervie Rice \$ _____

Philip Hill \$ _____

11. Did Plaintiff suffer consequential damages? Yes _____ No _____

12. What is the amount of Plaintiff's consequential damages? \$ _____

Signed: _____ Dated: _____
Foreperson (printed and signed name)

APPENDIX X

CM

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

LAW OFFICES OF JEFFREY SHERBOW, P.C.

Plaintiff,

Case No. 15-147488-CB
Hon. James M. Alexander

v,

FIEGER & FIEGER, P.C., d/b/a FIEGER,
FIEGER, KENNEY & JOHNSON, P.C.

Defendant.

GREGORY M. JANKS (P27696)
Attorney for Plaintiff
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greg@jankslaw.com

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JAMES G. GROSS (P28268)
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MARK R. BENDURE (P23490)
Co-Counsel for Defendant
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(313) 961-1525
bendurelaw@cs.com

Form of Verdict

1. Were any of the following clients of Jeffrey Sherbow:

- | | | |
|---|---|--|
| (a) Mervie Rice | Yes _____ | No <input checked="" type="checkbox"/> |
| (b) Dion Rice on behalf of the Estate of Charles Rice | Yes <input checked="" type="checkbox"/> | No _____ |
| (c) Phillip Hill | Yes _____ | No <input checked="" type="checkbox"/> |
| (d) Dorothy Dixon | Yes _____ | No <input checked="" type="checkbox"/> |

If yes to any of these, go to 2. If no, you are done.

2. If yes to any part of 1, did Plaintiff refer one, some, or all of the following personal

APPENDIX Y

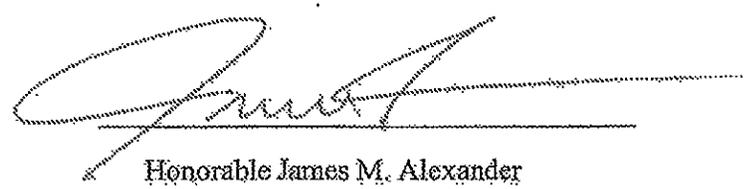
NOW, THEREFORE, it is hereby ordered as follows:

1. A Judgment of No Cause of Action shall enter in favor of Defendant, and against Plaintiff, in the claims involving the cases of Mervie Rice, Philip Hill and Dorothy Dixon. Defendant shall be awarded pro rata all costs, interest and fees as provided by law;

2. Judgment be and the same is hereby entered in favor of the Plaintiff, and against Defendant in the claim involving the case of Dion Rice for the Estate of Charles Rice, in the amount of Ninety-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$93,333.33), together with pro rata costs, interest and fees as provided by law;

3. That pursuant to MCR 2.405, the Defendant having filed an offer of Judgment One Hundred (\$100.00) and 00/100 Dollars on December 16, 2016 (Exhibit "B"), and the Plaintiff having filed a Counter-Offer of Judgment in the amount of Five Hundred Fifty Thousand (\$550,000) and 00/100 Dollars on December 22, 2016 (Exhibit "C"), and it appearing that the adjusted offer is more favorable to the Defendant, therefore Defendant may seek actual costs and all other relief provided by MCR 2.405.

IT IS SO ORDERED.



Honorable James M. Alexander
Circuit Court Judge

APPENDIX Z

5/17/17

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

LAW OFFICES OF JEFFREY SHERBOW, P.C.,

Plaintiff,

Case No: 01-15-147488-CB

-vs-

Hon. JAMES M. ALEXANDER

FIEGER & FIEGER, P.C., d/b/a FIEGER,
FIEGER, KENNEY & HARRINGTON, P.C.

Defendant.

GREGORY M. JANKS, (P-27696)
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MARK R. BENDURE (P-23490)
Co-Counsel for Defendant
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bendurelaw@cs.com

PLAINTIFF'S MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT

NOW COMES the Plaintiff, Law Offices of Jeffrey S. Sherbow, PC, by and through their attorneys, Gregory M. Janks, PC., and respectfully moves for judgment notwithstanding the verdict pursuant to MCR 2.610. This motion is supported by the accompanying brief and exhibits.

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RESPECTFULLY SUBMITTED,

BY: /s/ GREGORY JANKS
Gregory M. Janks, P-27696
Attorney for Plaintiff
P.O. Box 7927
Bloomfield Hills, Michigan 48302
(248) 877-4499

DATED: MAY 16, 2017

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT**

LAW OFFICES OF JEFFREY SHERBOW, P.C.,

Plaintiff,

Case No: 01-15-147488-CB

-vs-

Hon. JAMES M. ALEXANDER

FIEGER & FIEGER, P.C., d/b/a FIEGER,
FIEGER, KENNEY & HARRINGTON, P.C.

Defendant.

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**BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR
JUDGMENT NOTWITHSTANDING THE VERDICT**

I. INTRODUCTION

The jury rendered a verdict for plaintiff in the matter of the Estate of Charles Rice in the amount of \$93,000.00 and rendered a no cause for defendant in the matter of Dorothy Dixon, Phillip

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Hill and Mervie Rice (a judgment was entered on the verdict that was returned on Wednesday April 26, 2017). The verdict resulted from several errors requiring reversal under Michigan law. Plaintiff respectfully asks this Court to grant judgment notwithstanding the verdict pursuant to MCR 2.610. Plaintiff has ordered the entire transcript, but availability has been confirmed only on or before June 19, 2017, pursuant to Court Rule. The relief sought is warranted as will be demonstrated below:

II. FACTUAL SUMMARY

The above plaintiff, Law Offices of Jeffrey S. Sherbow, PC, sought payment of an attorney referral fee from the defendant that was wrongfully withheld.

In this matter, attorney Jeffrey S. Sherbow met with Dion Rice after being contacted by Dion Rice on July 14, 2012, a day after his father Charles Rice was killed and his mother, Dorothy Dixon was severely injured which resulted in being in a coma for six months.

Also in the car was Mervie Rice, a relative of Dion Rice and Philip Hill, a man that was not a blood relative of the Rice family, but rather a man called cousin.

It is uncontroverted that as a result of the July 13, 2012, accident, Charles Rice was killed, Dorothy Dixon was severely injured which resulted in a coma that lasted multiple months and Mervie Rice and Philip Hill suffered significant injuries.

Defendant's counsel, attorney Geoffrey Fieger, during his opening statement **admitted** to the jury on February 27, 2017, at 11:43:06 am that Dorothy Dixon was in a coma for six months. Mr. Fieger further **admitted** at 11:57:00 am that Dion was acting on his mother's (Dorothy Dixon) behalf.

On March 2, 2017, Dorothy Dixon testified at approximately 1:53:50 pm that "my son came to the nursing home once I got back and told me that he had hired Mr. Fieger".

Mr. Dion Rice testified that he had multiple conversations with plaintiff herein Mr. Sherbow and on March 2, 2017, testified at 2:29:02 pm that he looked to “Sherbow to know what to do on his behalf”. Unrebutted testimony of Dorothy Lawrence confirmed that plaintiff Sherbow told Dion Rice that Mr. Sherbow would take Mr. Rice to defendant’s office.

On July 25, 2012, a meeting was held at defendant’s office, which included Jeffrey Danzig, a named partner of defendant law firm, Jeffrey S. Sherbow, Jody Lipton, Dion Rice, Mervie Rice and the daughter of Mervie Rice.

At the July 25, 2012 meeting, it was uncontroverted that Dion Rice attended representing his dead father Charles Rice and his mother, Dorothy Dixon, who was in a coma in an Ohio hospital, and remained in a coma for months after defendant began working on the file.

The testimony further established that the Fieger Firm started to work on the file immediately on behalf of the Estate of Charles Rice, Dorothy Dixon, Mervie Rice and Philip Hill even though Dorothy Dixon was in a coma.

Jeffrey Danzig on February 27, 2017 at 2:33:43 PM testified that Dion Rice would be representing Dorothy Dixon her guardian and conservator. Mr. Danzig, further, testified on March 2, 2017 at 3:27:20 pm that to each client, Dion Rice on behalf of the Estate of Charles Rice and on behalf of Dorothy Dixon and to Mervie Rice, and Philip Hill how the referral fee process worked.

III. PLAINTIFF IS ENTITLED TO BRING A MOTION FOR JNOV.

MCR 2.610(1) provides that:

Within 21 days after entry of judgment, a party may move to have the verdict and judgment set aside, and to have judgment entered in the moving party’s favor. The motion may be joined with a motion for a new trial, or a new trial may be requested in the alternative.

IV. PLAINTIFF IS ENTITLED TO A JUDGMENT NOTWITHSTANDING THE VERDICT

A. STANDARD OF REVIEW

The standard of review for a motion for Judgements Notwithstanding the Verdict requires the trial court to review the evidence and all legitimate inferences in the light most favorable to the nonmoving party. *Orzel v Scott Drug Co*, 449 Mich 550, 557-558; 537 NW2d 208 (1995). Only if the evidence so viewed fails to establish a claim as a matter of law, should a motion for judgment notwithstanding the verdict be granted. *Id.* JNOV must be granted if the evidence and all legitimate inferences, viewed in the light most favorable to the nonmoving party, fails to establish a claim as a matter of law. *Sniecinski v Blue Cross & Blue Shield*, 496 Mich 124, 131 (2003). Where there is insufficient evidence presented to create an issue for the jury, a JNOV must be granted by the trial court. *Farm Credit Services of Michigan's Heartland, PCA v Weldon*, 232 Mich App 662, 672; 591 NW2d 438 (1998). "If reasonable jurors could honestly have reached different conclusions, the jury verdict must stand." *Zantel Marketing Agency v Whitesell Corp*, 265 Mich App 559, 568; 696 NW2d 734 (2005)(internal quotations and citations omitted).

B. LAW & ANALYSIS

(i) PLAINTIFF IS ENTITLED TO A FAVORABLE VERDICT

AS TO DOROTHY DIXON

The Jury found that the Estate of Charles Rice was referred to the Fieger Firm by the Plaintiff the Law Offices of Jeffrey S. Sherbow PC. The jury, as was confirmed in its verdict form, could only have concluded that Dion Rice, son of Charles Rice, was acting on behalf of the Estate of Charles Rice and that all other legal indispensable prerequisites in creating a valid referral agreement between the Plaintiff and Defendant were followed. See attached Exhibit A "Form of Verdict".

The verdict form, despite a timely and proper objection being made by counsel for Plaintiff

on Friday March 3, 2017 did not properly include an option for the jury to find that Dion Rice acted on behalf of Dorothy Dixon his mother. The testimony and evidence presented at trial clearly established that Dion Rice was acting on behalf of Dorothy Dixon at the time the referral was made.

Dorothy Dixon herself testified on March 2, 2017 at approximately 1:53:50 pm that “my son came to the nursing home once I got back and told me that he had hired Mr. Fieger”. Jeffrey Danzig testified that Dion would be representing Ms. Dixon when he stated on February 27, 2017 at 2:33:43 pm that “[h]er son Dion whose name is indicated there who would be representing her as his her guardian and conservator, which was the initial plan.” Even defendant’s own Attorney, on February 27, 2017 at 11:57:00 am, in his opening statement, told the Jury that “Dion is the son of Dorothy Dixon although his parents are not married she was in a coma and he wanted to act on her behalf.”

Thus taking the evidence presented at trial in the light most favorable to the Defendant no issue exists regarding Plaintiff referring the case of Dorothy Dixon to the defendant by way of Dion Rice. As a result, the jury could only have concluded that the Plaintiff validly referred the case of Dorothy Dixon to the Defendant.

For the reasons set forth above, reasonable minds could not differ in finding that Plaintiff referred the case of Dorothy Dixon to the Plaintiff. Therefore, this Court should enter judgment in Plaintiff’s favor.

**(ii) PLAINTIFF IS ENTITLED TO A FAVORABLE VERDICT AS TO ALL FOUR
REMAINING PLAINTIFFS**

The jury found that Jeffrey Danzig did have actual or apparent authority to bind the Fieger firm. (See Exhibit “A”)

The evidence admitted by this Court included three (3) letters authored by Jeffrey Danzig

directed to plaintiff herein.

- Exhibit 12 August 2, 2012 (Exhibit "B" herein)
- Exhibit 15 August 15, 2012 (Exhibit "C" herein)
- Exhibit 16 January 2, 2014 (Exhibit "D" herein)

All three letters establish that Jeffrey Danzig on behalf of the defendant firm, agreed to pay plaintiff a 33 1/3 per cent referral fee and then a mutually agreed upon reduced referral fee of 20% of the fee generated.

The 20% of the fee generated would relate to the attorney fees as to the entire Rice/Dixon/Hill/Rice files as agreed.

Clearly the jury has determined compliance with MRPC 1.5 as was demonstrated by the favorable plaintiff verdict as it relates to Dion Rice on behalf of Estate of Charles Rice.

CONCLUSION

WHEREFORE, for the reasons stated herein, Plaintiff respectfully requests that this Court enter a Judgement Notwithstanding the Verdict in Plaintiff's favor.

RESPECTFULLY SUBMITTED,

BY: /s/ GREGORY JANKS

Gregory M. Janks, P-27696
Attorney for Plaintiff
P.O. Box 7927
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DATED: MAY 17, 2017

APPENDIX AA

STATE OF MICHIGAN
COURT OF APPEALS

METRO SERVICES ORGANIZATION,
Plaintiff-Appellant,

UNPUBLISHED
February 1, 2011

v

CITY OF DETROIT,
Defendant-Appellee.

No. 292052
Wayne Circuit Court
LC No. 08-014413-CK

METRO SERVICES ORGANIZATION,
Plaintiff-Appellant,

v

CITY OF DETROIT,
Defendant-Appellee.

No. 292588
Wayne Circuit Court
LC No. 08-018094-CK

Before: GLEICHER, P.J., and ZAHRA and K.F. KELLY, JJ.

PER CURIAM.

These consolidated appeals involve separate breach of contract claims brought by plaintiff Metro Services Organization against defendant City of Detroit. Plaintiff's suits aver that defendant neglected to pay for cleaning and electrical services that plaintiff performed at Cobo Hall (also referred to as "Cobo Civic Center"). In Docket No. 292052, plaintiff appeals as of right from a circuit court order in LC No. 08-014413-CK granting defendant summary disposition with respect to plaintiff's claim for breach of the cleaning services contract. In Docket No. 292588, plaintiff appeals as of right from a circuit court order in LC No. 08-018094-CK granting defendant summary disposition of plaintiff's claim for breach of the electrical services contract. In both cases, the court ruled the contracts void and unenforceable as contrary to public policy. In each case, we reverse and remand for further proceedings.

We review de novo a circuit court's summary disposition ruling. *Allison v AEW Capital Mgt, LLP*, 481 Mich 419, 424; 751 NW2d 8 (2008). Although the court did not identify the particular subrule on which it relied in granting defendant's motions, because the court considered documentary evidence beyond the pleadings, we review the motions under MCR

2.116(C)(10). *Healing Place at North Oakland Med Ctr v Allstate Ins Co*, 277 Mich App 51, 55; 744 NW2d 174 (2007). We limit our review to the evidence presented to the circuit court at the time it decided the motions. *Innovative Adult Foster Care, Inc v Ragin*, 285 Mich App 466, 475-476; 776 NW2d 398 (2009). Therefore, in considering plaintiff's challenge to the circuit court's decision on the cleaning services contract in Docket No. 292052, we decline to take into account the additional evidence that plaintiff subsequently offered in support of its motion for reconsideration. Pursuant to the same logic, we reject defendant's suggestion in each case that we take judicial notice of Karl Kado's plea agreement in a federal case and Kado's deposition testimony in a separate Wayne Circuit Court case, both of which occurred after the circuit court's summary disposition rulings in these cases.

A motion under MCR 2.116(C)(10) tests the factual sufficiency of a claim, as supported by documentation containing "content or substance [that] would be admissible as evidence to establish or deny the grounds stated in the motion." MCR 2.116(G)(6); see also *Adair v Michigan*, 470 Mich 105, 120; 680 NW2d 386 (2004); *Maiden v Rozwood*, 461 Mich 109, 120-121; 597 NW2d 817 (1999). The moving party bears the initial burden of substantiating its position with affidavits, depositions, admissions, or other documentary evidence. MCR 2.116(G)(3)(b) and (4); *Quinto v Cross & Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996). The burden then shifts to the nonmoving party to show a genuine issue of disputed fact for trial. *Id.*; *Innovative Adult Foster Care, Inc*, 285 Mich App at 475. Summary disposition is appropriate under MCR 2.116(C)(10) if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Healing Place at North Oakland Med Ctr*, 277 Mich App at 56. "There is a genuine issue of material fact when reasonable minds could differ on an issue after viewing the record in the light most favorable to the nonmoving party." *Allison*, 481 Mich at 425.

In Docket No. 292052, plaintiff complains that the circuit court made its summary disposition ruling before discovery occurred. "Although a motion for summary disposition is generally premature if granted before completing discovery regarding a disputed issue, if a party opposes a motion for summary disposition on the ground that discovery is incomplete, the party must at least assert that a dispute does indeed exist and support that allegation by some independent evidence." *Davis v Detroit*, 269 Mich App 376, 379-380; 711 NW2d 462 (2006) (internal quotation omitted). For example, MCR 2.116(H)(1) permits a party to "show by affidavit that the facts necessary to support the party's position cannot be presented because the facts are known only to persons whose affidavits the party cannot procure." See also *Coblentz v City of Novi*, 475 Mich 558, 570-571; 719 NW2d 73 (2006). Plaintiff apprised the circuit court of no specific evidence that it could not obtain but wanted to present by the time the circuit court ruled on defendant's motion for summary disposition of the cleaning services contract.

The court viewed the contracts as contravening public policy, and thus void and unenforceable.¹ In *Badon v Gen Motors Corp*, 188 Mich App 430, 439; 470 NW2d 436 (1991), this Court explained:

¹ We need not address plaintiff's brief appellate reference to the cleaning services contract's (continued...)

Public policy has been described as “the community common sense and common conscience, extended and applied throughout the State to matters of public morals, public health, public safety, public welfare, and the like.” *Skutt v Grand Rapids*, 275 Mich 258, 264; 266 NW 344 (1936). It is expressed in the constitution, statutes, judicial decisions, or customs and conventions of the people, and it concerns the primary principles of equity and justice. *Id.* What public policy requires varies with the habits and fashions of the day. *Id.*, pp 263-264; *McNamara v Gargett*, 68 Mich 454, 460-461; 36 NW 218 (1888).

In Michigan, whether a contract or contractual term violates public policy “depends upon its purpose and tendency and not upon an actual showing of public injury.” *Federoff v Ewing*, 386 Mich 474, 480-481; 192 NW2d 242 (1971). “The law looks to the general tendency of such agreements, and it closes the door to temptation by refusing them recognition in any of its courts.” *Mahoney v Lincoln Brick Co*, 304 Mich 694, 706; 8 NW2d 883 (1943), quoting 17 CJS 211, pp 563-565 (emphasis in original).

Turning first to the cleaning services contract at issue in Docket No. 292052, the particular contract on which plaintiff relies as a basis for entitlement to \$1.75 million in cleaning services comprises the sixth revision to purchase order no. 2578856, dated July 18, 2005. The amount of defendant’s alleged liability is not at issue in this appeal, but we note that the relevant time period is July 2005, when the purchase order was revised to specify “contract increase approved for an additional \$1,750,000,” bringing the total approved amount for the contract period from April 1, 2002 to October 31, 2005 to \$11,411,999. The purchase order obligated plaintiff to furnish various janitorial, ground maintenance, and other services. It lists both monthly (\$220,472.05) and daily (\$3,279.94) rates for plaintiff’s services.

Plaintiff does not dispute on appeal that its officer, Karl Kado, made an illegal payment of nearly \$100,000 to Cobo Hall’s director, Efsthathios Pavledes, in January 2003, followed by an illegal payment of \$15,000 to a successor director, Glenn Blanton, in May 2005. Although plaintiff insists that the payments should rightly be characterized as extortion by public officials, instead of bribery, we fail to comprehend the materiality of this distinction for purposes of ascertaining whether defendant’s alleged liability for \$1.75 million under the revised purchase order should be enforced. In both instances, the crime involves the payment of money to a public official. *People v Ritholz*, 359 Mich 539, 552-553; 103 NW2d 481 (1960); see also MCL 750.214. A person may avoid both crimes in the same manner, by opting against making the payment to the public official. Furthermore, in cases of both bribery and extortion, a person’s payment of money operates to the detriment of the public interest, which is all that Michigan law demands for declaring a contract unenforceable as against public policy based on criminal conduct. *Federoff*, 386 Mich at 481; *Mahoney*, 304 Mich at 705.

But the mere occurrence of some illegal conduct involving an entity’s agent and a public official does not necessarily render every contract between the entity and public official void and unenforceable. Some connection must exist between the illegal conduct and the contract that

(...continued)

procurement by fraud, given that the circuit court did not rely on principles of fraud to find that either the cleaning services contract or the electrical services contract was void.

makes enforcement of the contract offensive to public policy. *Miller v Radikopf*, 394 Mich 83, 88-89; 228 NW2d 386 (1975); see also *Device Trading, Ltd v Viking Corp*, 105 Mich App 517, 520-521; 307 NW2d 362 (1981). In *Miller*, 394 Mich at 86-88, our Supreme Court found enforceable a contract to share the proceeds of an Irish Sweepstakes ticket because this agreement did not depend on prior illegal conduct of the contracting parties in their sale and acquisition of Irish Sweepstakes tickets, and enforcement of the contract to share the proceeds would not offend public policy. In reaching this conclusion, the Supreme Court distinguished the contract to share proceeds from other criminal enterprises;

Agreements to share possible proceeds from Irish Sweepstakes tickets are not an "essential part" of the sale and distribution of those tickets. The continued success of the Irish Sweepstakes in this state is in no way dependent on the enforceability of agreements to share winnings. Miller's and Radikopf's collateral agreement to divide their prospective winnings was not an essential part of their sale and distribution of those tickets. Nor was their agreement dependent on illegal conduct in the acquisition of the lottery tickets; they might have acquired the tickets in a manner free of any suggestion of illegality and then entered into an agreement to share proceeds.

However this case is decided, the courts of this state will continue to refuse to entertain actions seeking an accounting of proceeds obtained from illegal enterprises such as the illegal sale of narcotics and bank robberies. Additionally, enforcement or an accounting will be denied, without regard to whether the proceeds sought to be divided have been legally obtained, if the consideration offered is illegal.

Judicial nonenforcement of agreements deemed against public policy is considered a deterrent for those who might otherwise become involved in such transactions. While nonenforcement . . . might tend to discourage people from agreeing to split their legal winnings, nonenforcement would not tend to discourage people from buying or selling Irish Sweepstakes tickets. Both Miller and Radikopf have been compensated for selling the tickets and Radikopf has received the winnings as the holder of a particular ticket. No interest of the state would be furthered by nonenforcement of Miller's claim that he is the owner of one-half of those legal winnings. [*Id.* at 88-89 (footnote omitted).]

In support of defendant's position that plaintiff engaged in unlawful conduct that rendered the cleaning services contract void, defendant relied primarily on evidence of Pavledes's and Blanton's plea agreements in federal criminal cases.² The plea documentation showed that Pavledes agreed to plead guilty to a charge of structuring a transaction to avoid currency reporting requirements, and that Pavledes acknowledged the following relevant factual basis for his plea:

² Defendant also submitted a one-page information against Kado, which revealed no details of the false income tax reporting charge against him.

In January 2003, [Pavledes] was the Director of the Cobo Civic Center in Detroit, Michigan. At that time, [Pavledes] accepted an illegal payment of about \$100,000 in cash from a Cobo contractor named Karl Kado, owner of Metro Services Organization, Inc. (MSO), in connection with [Pavledes's] performance of his duties.

Blanton pleaded guilty to obstruction of justice, and agreed that the following pertinent facts constituted an accurate basis to support his plea:

In or about May 2005, while serving as Director of the Cobo Civic Center in Detroit, Michigan, [Blanton] accepted \$15,000 in illegal payments from Karl Kado, a city contractor who held electrical, janitorial and food contracts at Cobo Hall. [Blanton] accepted the money knowing that it was given with the expectation that [Blanton] would provide favorable treatment to Kado in [Blanton's] official capacity as Director of the Cobo Civic Center.

Even assuming that these agreements qualify as substantively admissible evidence, they do not suffice to satisfy defendant's initial burden, in the context of this motion for summary disposition, to support its position that the cleaning services contract should not be enforced because it is contrary to public policy. Pavledes's stipulation reveals no details concerning the nature of Kado's "illegal payment" or how it had any connection to Pavledes's duties. The factual premise for Blanton's plea supports a reasonable inference that Kado paid him a bribe. It also arguably supports an inference that Kado sought favorable treatment with respect to all of the specified contracts between plaintiff and defendant. The timing of the payment appears significant because it occurred shortly before the July 2005 cleaning services contract revision. Like the original contract in 2002, under which defendant allowed plaintiff to replace UNICCO to supply various janitorial and other cleaning services, a contract modification requires mutual assent. *Quality Products & Concepts Co v Nagel Precision, Inc*, 469 Mich 362, 372-373; 666 NW2d 251 (2003).

However, defendant's positions that the cleaning and electrical services contracts were void constitute affirmative defenses. MCR 2.111(F)(3)(a) (a claim that "an instrument . . . is void" is an affirmative defense). The party asserting an affirmative defense has the burden of producing evidence to support it. *Attorney General v Bulk Petroleum Corp*, 276 Mich App 654, 664; 741 NW2d 857 (2007). "[W]here the truth of a material factual assertion of a moving party's affidavit depends on the affiant's credibility, there exists a genuine issue to be decided at trial by the trier of fact and a motion for summary disposition cannot be granted." *SSC Assoc Ltd Partnership v Gen Retirement Sys*, 192 Mich App 360, 365; 480 NW2d 275 (1991). "Opinions, conclusionary denials, unsworn averments, and inadmissible hearsay do not satisfy the court rule; disputed fact (or the lack of it) must be established by admissible evidence." *Id.* at 364.

Viewed in the light most favorable to plaintiff, the factual basis for Blanton's plea, even if deemed credible, contains conclusionary rather than substantive information. It does not reveal details concerning the words exchanged between Blanton and Kado, or any specific circumstances surrounding Kado's payment to Blanton, that would assist a trier of fact in determining the basis for (1) Blanton's claimed knowledge that Kado had given him money in anticipation of favorable treatment, or (2) to what extent, if any, anticipated favorable treatment had a relationship to some or all of plaintiff's contracts. Given the conclusionary nature of the

factual bases underlying each plea agreement, the circuit court improperly granted defendant's motion for summary disposition. Defendant's failure to satisfy its initial burden of showing a nexus between the "illegal payments" and the cleaning services contract in particular, or defendant's asserted liability for \$1.75 million pursuant to the cleaning services contract, precluded the circuit court from granting defendant's motion. *Quinto*, 451 Mich at 362. Accordingly, in Docket No. 292052, we reverse the circuit court's summary disposition order in LC No. 08-014413-CK.³

We reach this same conclusion with respect to plaintiff's challenge to the circuit court's summary disposition decision relating to the electrical services contract at issue in Docket No. 292588. Plaintiff's claim for unpaid electrical services rests on several open invoices, identified by reference to amount, invoice number, and date, for the period between November 3, 2003 and July 5, 2006. Defendant relied on the same evidence of Pavledes's and Blanton's plea agreements in their federal criminal cases to factually substantiate its affirmative defense that the electrical services contract was similarly void because its enforcement would contravene public policy. In opposition to defendant's motion, plaintiff submitted an affidavit of Justin Lawrence, who held various managerial positions with plaintiff during the relevant period. Lawrence averred in part that the parties had made unsuccessful attempts to settle the matter in 2006. Other documentary evidence showed that the electrical services contract, as amended in 2002, was due to expire in June 2005, shortly after Blanton received the \$15,000 payment in May 2005. Evidence also showed that Pavledes wrote a letter to Kado confirming defendant's approval of an assignment of the electrical services contract from Trade Show Electrical to plaintiff, dated February 5, 2003, shortly after the date when Pavledes stipulated in his plea agreement that he received an illegal payment of approximately \$100,000. Lawrence's affidavit documenting that he "later learned" details of the illegal payments to Pavledes and Blanton raises the same conclusionary concerns inherent in the stipulations underlying Pavledes's and Blanton's plea agreements. An affidavit must set forth with particularity facts admissible as evidence. MCR 2.119(B)(1); see also *SSC Assoc Ltd Partnership*, 192 Mich App at 364.

Because defendant premised its motion for summary disposition of the electrical services contract on the same stipulations in the plea agreements that we have previously deemed conclusory and insufficient to substantiate defendant's position that the contracts should be found unenforceable as against public policy, the circuit court likewise improperly granted defendant's motion for summary disposition of the electrical services contract under MCR 2.116(C)(10). Defendant's failure to satisfy its initial burden of showing a sufficient nexus between the illegal payments, the electrical services contract, and defendant's alleged liability for the outstanding invoices for electrical services, proves fatal to defendant's motion.

Moreover, we readily distinguish this case from *Mahoney*, 304 Mich 694, on which the circuit court expressly relied in granting defendant summary disposition concerning the electrical

³ In light of our decision to reverse the circuit court's summary disposition decision in Docket No. 292052, we need not consider plaintiff's challenge to the court's denial of its motion for reconsideration.

services contract. The plaintiff in *Mahoney* filed suit to enforce an oral contract, the terms of which obligated the plaintiff to engage in illegal activity, namely the “use[] or attempted . . . use[] [of] political connections, influence, and pressure in his contracts with architects and contractors.” *Id.* at 695-704. Alternatively phrased, an improper purpose permeated the contract and served as the foundation of the agreement that the plaintiff sought to enforce. *Id.* at 704-705. By contrast, the cleaning and electrical services contracts involved entirely legal activities. In light of the evidence before the circuit court when it granted defendant summary disposition, the cleaning and electrical services contracts were at most “remotely connected with an illegal act.” *Device Trading, Ltd*, 105 Mich App at 521. Therefore, in Docket No. 292588, we reverse the circuit court’s summary disposition order in LC No. 08-018094-CK.

Although we have concluded that the stipulations in the plea agreements, even if accepted as substantively admissible, do not suffice to substantiate defendant’s affirmative defense, we will briefly address plaintiff’s arguments regarding the admissibility of the plea agreements in the event this issue arises on remand. Plaintiff contends that the stipulations in the plea agreements consist of inadmissible hearsay or fall subject to exclusion under MRE 403.

Defendant does not dispute that the factual stipulations in the plea agreements are hearsay, MRE 801, but argues that they are nonetheless admissible under the catch-all exception in MRE 803(24). The appearance of a factual stipulation in a plea agreement does not render it admissible under MRE 803(24). Cf. *In re Slatkin*, 525 F3d 805, 811-813 (CA 9, 2008) (ruling on the admissibility of a plea agreement, made under oath, pursuant to FRE 807, which contains admissibility prerequisites similar to those in MRE 803(24)), and *United States v Hawley*, 562 F Supp 2d 1017, 1054 (ND Iowa, 2008) (finding plea agreements inadmissible under FRE 807). A court must examine the circumstances of each case to determine whether evidence qualifies as admissible under MRE 803(24). *People v Katt*, 468 Mich 272, 293; 662 NW2d 12 (2003).

The limited record developed in the circuit court does not establish an adequate foundation for applying MRE 803(24) to the stipulations. No factual development exists with respect to the actual circumstances of the pleas tendered by Pavledes or Blanton to aid a court in determining whether the stipulations have circumstantial guarantees of trustworthiness, especially with respect to any details surrounding the illegal payments that plaintiff disputes. Furthermore, defendant has not explained why either Pavledes or Blanton could not be deposed about the details underlying the payments and how they might relate to the contracts at issue. The “best evidence” requirement of MRE 803(24) presents a high bar that effectively limits the rule to exceptional circumstances. *Katt*, 468 Mich at 293. Here, the limited record developed below does not establish a sufficient foundation for concluding that the factual stipulations in the plea agreements are admissible under MRE 803(24). Without a proper foundation for admitting the evidence, it becomes unnecessary to consider whether MRE 403 would provide a basis for otherwise excluding the evidence.

Reversed and remanded in both cases for further proceedings not inconsistent with this opinion. We do not retain jurisdiction.

/s/ Elizabeth L. Gleicher
/s/ Kirsten Frank Kelly

ZAHRA, J. did not participate.

STATE OF MICHIGAN
COURT OF APPEALS

METRO SERVICES ORGANIZATION,
Plaintiff-Appellant,

v

CITY OF DETROIT,
Defendant-Appellee.

UNPUBLISHED
February 1, 2011

No. 292052
Wayne Circuit Court
LC No. 08-014413-CK

METRO SERVICES ORGANIZATION,
Plaintiff-Appellant,

v

CITY OF DETROIT,
Defendant-Appellee.

No. 292588
Wayne Circuit Court
LC No. 08-018094-CK

Before: GLEICHER, P.J., and ZAHRA and K.F. KELLY, JJ.

K. F. KELLY, J. (*Concurring.*)

I agree with the lead opinion's statement that "in cases of both bribery and extortion, a person's payment of money operates to the detriment of the public interest, which is all that Michigan law demands for declaring a contract unenforceable as against public policy based on criminal conduct." I further agree that the trial court prematurely granted defendant's motions for summary disposition. Thus, I concur in reversing and remanding these cases for further proceedings.

/s/ Kirsten Frank Kelly

APPENDIX BB

2013 WL 3280023

CHECK OHIO SUPREME COURT RULES FOR REPORTING OF OPINIONS AND WEIGHT OF LEGAL AUTHORITY.

Court of Appeals of Ohio,
Fifth District, Richland County.

Mary CANTLEBERRY, Plaintiff-Appellant

v.

Russell HOLBROOK, Defendant-Appellee.

No. 12CA75.

Decided June 25, 2013.

Synopsis

Background: Property owner filed a complaint seeking damages for improper installation of a metal roof. A magistrate denied damages due to illegality of contract. Property owner filed objections. The Court of Common Pleas, Richland County, adopted the magistrate's decision. Property owner appealed.

Holding: The Court of Appeals, Gwin, P.J., held that the trial court erred when it allow roofing installer, after the magistrate issued its decision denying damages due to illegality of contract, to amend the pleadings to conform to the evidence.

Vacated; remanded.

West Headnotes (2)

Change View

1 Justices of the Peace

The trial court erred when it allow roofing installer, after the magistrate issued its decision denying damages due to illegality of contract, to amend the pleadings to conform to the evidence; there was a lack of prima facie evidence presented by installer of illegality of contract as the only evidence presented by installer's testimony. Rules Civ.Proc., Rule 15(B).



231	Justices of the Peace
231V	Review of Proceedings
231V(A)	Appeal and Error
231k182	Review
231k182.1	In General

1 Case that cites this headnote

2 Conspiracy

Evidence was insufficient to establish a civil conspiracy to defraud property owner's insurance company by means of property owner's oral contract with roofing installer for the installation of a replacement roof, and thus roofing installer could not establish the affirmative defense of illegality, in action for damages due to the



91	Conspiracy
91I	Civil Liability
91I(B)	Actions
91k19	Evidence

allegedly improper
installation of a metal roof.

1 Case that cites this headnote

Civil appeal from the Richland County Court of Common Pleas, Case No.2009-CV--1763.

Attorneys and Law Firms

Brian Chisnell, Mansfield, OH, for plaintiff-appellant.

Andrew Kvochick, Weldon, Huston & Keyser, Mansfield, OH, for defendant-appellee.

Opinion

GWIN, P.J.

*1 ¶1 Appellant Mary Cantleberry appeals the March 29, 2012 judgment entry of the Richland County Court of Common Pleas granting appellee's motion to amend pleadings and the July 18, 2012 judgment entry overruling her objections to the Magistrate's decision and adopting the Magistrate's Decision of July 13, 2011.

Facts & Procedural History

¶2 Appellant owns the residence at 892 Expressview Drive in Mansfield and the Lincoln Inn, a bar in Mansfield. Appellee, Russell Holbrook, is a customer of appellant's bar and is employed as a union millwright who primarily works in steel mills and auto plants. Appellant approached appellee at the Lincoln Inn about hiring him to tear off the existing roof and install a new roof on her residence. The parties agreed appellee would tear off two layers of shingles and install a new roof for the total price of \$6,000, including materials and labor. Appellant had the funds to pay appellee because she received \$8,000 from her insurance company after making an insurance claim for storm damage to the roof. Appellant purchased the roofing materials for approximately \$3,200 and agreed to pay appellee the balance of the \$6,000 for his labor. Appellee finished the roof in July of 2009. Appellant paid appellee \$2,000, but failed to pay him the \$800 balance because appellant stated the job was not completed properly. After appellee installed the roof, water began running behind the gutters and down the side of the house into the foundation.

¶3 Appellant filed a complaint on December 4, 2009, claiming she was entitled to damages from appellee for the improper installation of a metal roof on her home as well as damage to a rubber roof over a porch. She asserted claims for breach of contract, breach of express warranty, breach of implied warranty, negligence, violation of the Ohio Home Solicitation Sales Act, and violation of the Ohio Consumer Sales Practices Act. Appellee filed an answer to the complaint on December 12, 2009, asserting the affirmative defenses of statute of limitations, laches, estoppel, and the refusal of a reasonable opportunity to cure. Appellee reserved the right to assert further affirmative defenses after reasonable discovery was completed.

¶4 Prior to the commencement of the trial, the parties stipulated to the following facts: appellant and appellee entered into an oral contract in May of 2009 for the removal of a shingle roof from appellant's house and shed and the installation of a metal roof on both structures; appellant paid \$3,200 for the materials and agreed to pay appellee \$2,800 for his labor; appellee negligently installed the metal roof; and appellee made one attempt to fix the roof, but did not fix the roof. Appellant dismissed her claims for violations of the Ohio Home Solicitations Sales Act and Ohio Consumer Sales Practices Act. Accordingly, the sole issue at trial was the measure of appellant's damages for the negligent installation of the roof.

*2 ¶5 A bench trial began on December 3, 2010, and Al Gusan, a roofing expert, stated the roof was not properly installed and testified about the cost to replace the roof. The trial continued on May 13, 2011. Troy Cramer, an expert in environmental management, and Joe Zava, a general contractor, testified about the cost for removing and installing a new roof and mold remediation. Appellant testified as to the damage

caused from the faulty roof. Appellee argued the roof was already in poor condition and that a minimal repair would have remedied the situation. Appellee testified after his discussions with the roof manufacturer, he would be able to fix the roof by unfastening the roof materials, sliding them down slightly, and reattaching them.

{¶ 6} Under direct examination as to his conversation with appellant prior to agreeing to tear off the old roof and install the new roof, appellee testified as follows:

"A: She [appellant] said that some of her shingles had blown off, her insurance company had come out, and they would only pay to replace the front part of her roof."

Q: Okay.

A: So she asked me after the next wind storm if I would go put a tarp up there and make it look like it had come off the back so she could get the insurance company to finish paying for the replacement of her roof."

{¶ 7} After counsel for appellant objected to the testimony, appellee's counsel stated the testimony was relevant as to the mitigation of damages and appellee's lack of ability to fix the roof. The magistrate allowed the testimony. Appellee testified he did place the tarp over the roof after the next storm. Under cross-examination, appellee testified he knew the portion of the roof he covered with the tarp was not damaged.

{¶ 8} On July 13, 2011, the magistrate issued his decision, finding the contract between appellant and appellee had been entered into for the purpose of defrauding appellant's insurance company and denied appellant contract damages based on illegality of contract. In lieu of contract damages, the magistrate awarded appellant \$2,000 in damages under a quasi-contract theory.

{¶ 9} Appellant filed objections to the magistrate's decision on January 17, 2012, arguing the issue of illegality of contract was not properly before the trial court and was deemed waived. On January 19, 2012, appellee filed a motion to amend pleadings to conform to evidence, requesting the trial court permit him to add the affirmative defense of illegality of contract. The trial court granted appellee's motion to amend pleadings on March 29, 2012, amending appellee's answer to include the affirmative defense of illegality of contract. On July 18, 2012, the trial court overruled appellant's objections to the magistrate's decision and adopted the magistrate's decision.

{¶ 10} Appellant now raises the following assignments of error on appeal:

{¶ 11} "I. THE TRIAL COURT ABUSED ITS DISCRETION IN GRANTING APPELLEE'S MOTION TO AMEND PLEADINGS TO CONFORM TO THE EVIDENCE UNDER CIVIL RULE 15(B).

*3 {¶ 12} "II. THE TRIAL COURT ABUSED ITS DISCRETION IN OVERRULING APPELLANT'S OBJECTIONS TO MAGISTRATE'S DECISION OF JULY 13, 2011.

{¶ 13} "III. THE TRIAL COURT ERRED AS A MATTER OF LAW IN DETERMINING THAT APPELLEE MET HIS BURDEN OF PROOF ON THE ISSUE OF ILLEGALITY OF CONTRACT."

I. & II.

1 {¶ 14} Appellant argues the trial court abused its discretion in granting appellee's motion to amend pleadings to conform to the evidence and abused its discretion in overruling appellant's objections to the magistrate's decision because the magistrate decided the case on the basis of illegality of contract. We agree.

{¶ 15} An appellate court will not reverse a trial court's decision on a motion to amend absent an abuse of discretion. *CommunicCare, Inc. v. Wood Cty. Bd. Of Commr.'s*, 161 Ohio App.3d 84, 90, 2005-Ohio-2348, 829 N.E.2d 706 (6th Dist.), citing *Wilmington Steel Products, Inc. v. Cleveland Elec. Illuminating Co.*, 60 Ohio St.3d 120, 122, 573 N.E.2d 622 (1991). In order to find an abuse of that discretion, we must determine the trial court's decision was unreasonable, arbitrary, or unconscionable and not merely an error of law or judgment. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 450 N.E.2d 1140 (1983).

{¶ 16} Appellee filed his motion to amend the pleadings to conform to the evidence both after the magistrate issued his opinion and after appellant filed her objections to the magistrate's decision, arguing illegality of contract was not raised as an affirmative defense by appellee. The Ohio Supreme Court stated a Civil Rule 15(B) amendment is impermissible when it would result in substantial prejudice to a party. *State ex rel. Evans v. Bainbridge Twp. Trustees*, 5 Ohio St.3d 41, 448 N.E.2d 1159 (1983). We have reservations about the timing of the motion to amend and the granting of the motion after the magistrate's decision was rendered and appellant's objections were filed. However, even if the motion to amend was timely filed and not prejudicial to appellant, we find the trial court erred in granting appellee's motion to amend pursuant to Civil Rule 15(B).

{¶ 17} Civil Rule 15(B) provides, in pertinent part:

"When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings. Such amendment of the pleadings as may be necessary to cause them to conform to the evidence and to raise these issues may be made upon motion of any party at any time, even after judgment. * * * If evidence is objected to at the trial on the ground that it is not within the issues made by the pleadings, the court may allow the pleadings to be amended and shall do so freely when the presentation of the merits of the action will be subserved thereby and the objecting party fails to satisfy the court that the admission of such evidence would prejudice him in maintaining his action or defense upon the merits. * * *"

*4 {¶ 18} As noted by Civ.R. 15(B), amendments to the pleadings may be necessary to conform to the evidence and leave should be freely given to amend pleadings to conform to the evidence. However, there must be at least a prima facie showing by the party filing the motion to amend that the movant can "marshal support for the new matters sought to be pleaded * * *". *Wilmington Steel Products, Inc. v. Cleveland Elec. Illuminating Co.*, 60 Ohio St.3d 120, 122, 573 N.E.2d 622 (1991).

{¶ 19} In this case, we find the trial court erred in granting appellee's motion to conform to the evidence when there was a lack of prima facie evidence presented by appellee of illegality of contract. The only testimony presented by appellee was his own, stating appellant told him the insurance company would only pay to replace the front part of her roof and she asked him to place a tarp on the back part of the roof so she could get the insurance company to finish paying for the replacement roof. While this testimony may raise concerns about appellant's transactions with her insurance company, it does not demonstrate any illegality of the contract between appellant and appellee to tear off and replace the roof. Appellee stipulated to the fact that he negligently installed a metal roof at appellant's residence. The contract between appellant and appellee was separate from any dealings appellant had with her insurance company. As indicated by the attorney for appellee during the trial, the testimony at issue by appellee was introduced in an effort to show appellee was denied by appellant the reasonable opportunity to correct his work and mitigate damages.

{¶ 20} Accordingly, we conclude the trial court erred in granting appellee's motion to conform to the evidence when appellee did not present prima facie evidence of the defense of illegality and abused its discretion in overruling appellant's objections to the magistrate's decision because the magistrate decided the case on the basis of illegality of contract. Appellant's first and second assignments of error are sustained.

III.

2 {¶ 21} Appellant argues the trial court erred as a matter of law in determining appellee met his burden of proof on the issue of illegality of contract. We agree. A defense alleging illegality of contract is an affirmative defense. *McCabe/Marva Co. v. Dover*, 100 Ohio App.3d 139, 652 N.E.2d 236 (8th Dist.1995); *Arthur Young & Co. v. Kelly*, 88 Ohio App.3d 343, 623 N.E.2d 1303 (10th Dist.1993). When challenging a contract's enforceability based on illegality, one does not challenge the terms to the agreement; "[i]n short, asserting that defense does not contest the existence of an offer, acceptance, consideration, and/or a material breach of the terms of the contract."

McCabe/Marra Co., 100 Ohio App.3d at 148, 652 N.E.2d at 241. The burden of proving the contract's illegality is upon the party seeking to avoid the obligation *Charles Melbourne & Sons, Inc. v. Jesset*, 110 Ohio App. 502, 505, 163 N.E.2d 773, 775 (8th Dist.1960).

*5 ¶ 22 In this case, the trial court found the parties entered into a civil conspiracy to defraud the insurance company. The elements of a civil conspiracy are: (1) a malicious combination, (2) involving two or more persons, (3) causing injury to person or property, and (4) the existence of an unlawful act independent from the conspiracy itself. *Ogle v. Hocking Cty.*, 4th Dist. No. 11CA31, 2013-Ohio-597, ¶ 14, citing *Cook v. Kudlacz*, 974 N.E.2d 706, 2012-Ohio-2999 (7th Dist.), quoting *State ex rel. Fatur v. Eastlake*, 11th Dist. No.2009-L-037, 2010-Ohio-1448, ¶ 45. "A civil conspiracy claim is derivative and cannot be maintained absent an underlying tort that is actionable without the conspiracy." *Morrow v. Reminger & Reminger Co., L.P.A.*, 183 Ohio App.3d 40, 2009-Ohio-2665, 915 N.E.2d 696, ¶ 40 (10th Dist.).

¶ 23 Here, the trial court found the unlawful underlying tort to be fraud against the insurance company. A claim for fraud requires proof of the following elements: (1) a representation or, where there is a duty to disclose, concealment of a fact; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred; (4) with the intent of misleading another into relying upon it; (5) justifiable reliance upon the representation or concealment; and (6) a resulting injury proximately caused by the reliance. *Cohen v. Lamko, Inc.*, 10 Ohio St.3d 167, 169, 462 N.E.2d 407.

¶ 24 The elements of fraud must be established by clear and convincing evidence. *Crauford v. Stan*, 5th Dist. No.2011 CA00197, 2012-Ohio-3624. Clear and convincing evidence is that measure or degree of proof that will produce in the mind of the trier of facts a firm belief or conviction as to the allegations sought to be established. *Cross v. Ledford*, 161 Ohio St. 469, 120 N.E.2d 118 (1954). "Where the degree of proof required to sustain an issue must be clear and convincing, a reviewing court will examine the record to determine whether the trier of facts had sufficient evidence before it to satisfy the requisite degree of proof." *Id.* at 477, 120 N.E.2d 118. If some competent, credible evidence going to all the essential elements of the case supports the trial court's judgment, an appellate court must affirm the judgment and not substitute its judgment for that of the trial court. *C.E. Morris Co. v. Foley Constr. Co.*, 54 Ohio St.2d 279, 376 N.E.2d 578 (1978). The burden to prove fraud rests upon the party alleging the fraud. *First Discount Corp. v. Daken*, 75 Ohio App. 33, 60 N.E.2d 171 (1st Dist.1944), ¶ 7 of syllabus.

¶ 25 Upon review, we find appellee failed to present clear and convincing evidence of fraud, failed to meet his burden on the civil conspiracy action, and thus failed to prove illegality of contract. Appellee testified appellant told him the front part of her roof was damaged and that her insurance company would pay to replace that part of the roof. Appellee then stated appellant asked him and he did, after a wind storm, put a tarp on the back portion of the roof. Under cross-examination, appellee testified the portion of the roof he covered with the tarp was not damaged. Appellee subsequently testified about the separate contract between him and appellant for the roof removal and installation and testified that after appellant concluded her dealings with the insurance company, appellee took a check from appellant to tear off and replace her roof.

*6 ¶ 26 There is no evidence in the record demonstrating the parties constituted a malicious combination or their conduct in negotiating between appellant and appellee to replace the roof resulted in injury to the insurance company. There is no evidence appellee had any dealings with the insurance company. Further, appellee presented no evidence showing any fraudulent conduct or any fraudulent misrepresentation by appellant in her dealings with the insurance company. Appellee was not a party to the transactions between the insurance company and appellant. The contract at issue in this case is the oral contract between appellant and appellee for the removal of an old roof and the installation of a new roof on appellant's residence and occurred subsequent to the payment of the insurance claim. Appellee stipulated to the fact that he negligently

installed a metal roof at appellant's residence. This oral contract between appellant and appellee is separate and distinct from any contract that existed between appellant and her insurance company and has no nexus to the claim presented to the insurance company by appellant.

{¶ 27} The trial court erred in finding appellee proved there was some competent, credible evidence going to all the essential elements of the existence of a civil conspiracy with appellant to defraud to insurance company by means of appellee's contract for the installation of a replacement roof and thus erred in finding appellee presented sufficient evidence to meet his burden of proof of the existence of the affirmative defense of illegality. Appellant's third error is sustained.

{¶ 28} Appellant's Assignments of Error I, II, and III are sustained.

{¶ 29} The March 29, 2012 judgment entry of the Richland County Court of Common Pleas granting appellee's motion to amend pleadings and the July 18, 2012 judgment entry overruling appellant's objections to the Magistrate's decision and adopting the Magistrate's Decision of July 13, 2011 are reversed. We vacate the award of damages and remand the matter to the trial court for further proceedings in accordance with the law and this opinion.

GWIN, P.J., FARMER, J., and DELANEY, J., concur.

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