

DO NOT DESTROY

**Forward this Page to the Settlement Desk
Along with the Write-up**

Moore, Maggie v DDOT, COD, MDOT, CODDOT

22-008392-NF

L22-01178

Christopher Michels

Department of Transportation

SETTLEMENT AMOUNT \$

TYPE OF CASE (Choose one)

- No Fault/PIP/1st Party
- Trip/slip & Fall/Hwy Defect
- MVA/1st and 3rd Party
- Civil Rights Violation/42 USC 1983/Elliot Larsen
- Tort/Neg Opr/3rd Party
- Provider
- Bldg Defect
- State Tort
- Other

Please make sure the Attorney AND all the Law Firm information is completed below:

(ATTORNEY NAME, REG. #, FIRM. ADDRESS. CITY/STATE/ZIP CODE, AND PHONE #)

Lee Steinberg Law Firm
2977 Telegraph Rd. Suite 1555
Southfield, MI 48034

Settlement Desk Use Only:

FID #: _____

SUPPLIER NUMBER: _____

Settlement Write-up _____

Arbitration Agreement Award _____

Case Evaluation Acceptance Award _____

Request W9 _____ Resolution _____ Release Agreement _____ Processed check request _____

Submitted check request _____ line # _____



LAW DEPARTMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226-3437

Phone 313•224•4550
Fax 313•224•5505
www.detroitmi.gov

April 26, 2023

HONORABLE CITY COUNCIL

RE: Moore, Maggie v DDOT, COD, MDOT, CODDOT
Case No: 22-008392-NF
File No: L22-01178CM

On April 26, 2023, a case evaluation panel evaluated the above-captioned lawsuit and awarded **Six Thousand Dollars and ^{NO}/Cents (\$6,000)** in favor of the plaintiff. The parties have until May 24, 2023, to either accept or reject the case evaluation.

Based upon our review of the facts and particulars of this lawsuit, which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body, it is our considered opinion that a settlement in the amount of **Six Thousand Dollars and ^{NO}/Cents (\$6,000.00)** is in the best interest of the City of Detroit.

We, therefore, request Your Honorable Body to authorize settlement of the above referenced lawsuit and to direct the Finance Director to issue a draft in that amount of **(\$6,000.00)** payable to Maggie Moore and her attorneys, Lee Steinberg Law Firm, to be delivered upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.22-008392-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Respectfully submitted,
/s/Christopher Michels

Christopher Michels
ACC

APPROVED:
CONRAD MALLET
Corporation Counsel

BY: /s/Signature
Supervisor Name
Title

Attachments

**PRIVILEGED and CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

CASE EVALUATION ACCEPTANCE MEMORANDUM

Moore, Maggie v DDOT, COD, MDOT, CODDOT
22-008392-NF
L22-01178
CM

PLAINTIFF'S NAME: Maggie Moore

DATE OF INCIDENT: July 14, 2021

TIME OF INCIDENT:

LOCATION OF INCIDENT: Woodward / Canfield

SUMMARY OF INCIDENT:

Plaintiff was riding on a City of Detroit bus when the Q-Line struck the bus in the rear. Plaintiff sustained injuries to her back and sought treatment. Plaintiff continued to seek treatment after an independent medical examination determined her physical condition had returned to pre-incident levels and her benefits were terminated. This lawsuit is in regard to the medical bills after the termination.

MEDICAL TREATMENT/DIAGNOSIS: Myofascial cervical and lumbar pain and disc herniation.

CASE EVALUATION: \$6,000

LIABILITY/EVALUATION:

Plaintiff is likely to show that she sustained an injury when the Q-Line struck the City of Detroit bus. The case evaluation award is far below the potential liability exposure, which was calculated to be about \$8000 plus costs, interests, and attorney's fees.

**RISK MANAGEMENT
MEASURES:**

**DATE CITY COUNCIL APPROVED
EMPLOYEE REPRESENTATION:**

Christopher Michels
CASE EVALUATION ACCEPTANCE
\$6,000.00

R E S O L U T I O N

BY COUNCIL MEMBER _____:

RESOLVED, that settlement of the above matter be and is hereby authorized in the amount of **Six Thousand Dollars and ^{NO}/Cents (\$6,000.00)**; and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Maggie Moore and **their** attorney, Lee Steinberg Law Firm, in the amount of **Six Thousand Dollars and ^{NO}/Cents (\$6,000.00)** in full payment for any and all claims which Maggie Moore may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 07/14/2021, and otherwise set forth in Case No.22-008392-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.22-008392-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

APPROVED:
CONRAD MALLETT
Corporation Counsel

BY: /s/Signature
Supervisor Name
Title

Approved by City Council: _____

Approved by the Mayor: _____

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

Maggie Moore,

Plaintiff(s),

v

City of Detroit,

Defendant(s).

Case No. 22-008392-NF

Hon.: Charles S. Hegarty

ORDER TO DISMISS CAUSE

At a session of the said Court in the City of Detroit,
County of Wayne, Michigan on

Present: Honorable _____

This matter coming before the Court upon stipulation of the undersigned counsel for entry of an order dismissing this action, the Court being advised in the premises,

IT IS HEREBY ORDERED:

1. This action is dismissed with prejudice and without costs and without attorney fees to any party.
2. This order resolves the last pending claims and closes the case.

DATE: _____

Judge

The undersigned stipulate to entry of the above order:

/s/ w/permission
Attorney for Plaintiff
Lee Steinberg Law Firm
2977 Telegraph Rd. Suite 1555
Southfield, MI 48034

/s/ Christopher Michels
Christopher Michels
Attorney for Defendant City
City of Detroit Law Dept.
2 Woodward Avenue #500
Detroit, MI 48226
Christopher.Michels@detroitmi.gov

April 26, 2023

**RE: Moore, Maggie v DDOT, COD, MDOT, CODDOT
Case No. 22-008392-NF**

Dear Lee Steinberg Law Firm,

Enclosed you will find a copy of the Release in connection with the above-referenced matter

1. Please have your client sign all copies of the Release and Agreement and provide us with their Social Security Numbers and current address.
2. Please include your SSN or Employer ID number – without it we will be unable to process the payment.
3. Please do not alter the Release and Agreement. If you wish to make changes, please contact the undersigned. A revised Agreement will be prepared by this office and forwarded to you.
4. Please provide a Medicare/CMS final demand letter for Medicare recipients.
5. Please provide a fully executed Medicare Affidavit form for all non-Medicare recipients.

Omission of any of the above-required information will delay processing of the settlement check. Should you have any questions or concerns regarding the release, please contact the undersigned.

Should all documents be properly completed, executed and returned, a settlement check will be mailed to you as soon as practicable. When returning the documents, please email or mail them to the undersigned attorney for his or her review and further processing.

Signed,

/s/ Christopher Michels
Christopher Michels
ACC

enclosures

RELEASE

City Law file no: L22-01178

Case caption: Moore, Maggie v DDOT, COD, MDOT, CODDOT("Civil Action").

Plaintiff's full name(s): Maggie Moore("Plaintiff")

Release and consideration.

Plaintiff in consideration of the sum of **\$6,000.00**

1st Party (\$ 6,000), 3rd Party (\$ _____), Futures (\$ _____), to be paid upon satisfaction of the conditions set forth below, hereby releases the City of Detroit and each of its employees, agents, departments and representatives, including those named as defendants (collectively the "City") in the above-entitled Civil Action from any and all liabilities, damages, actions or claims, legal and equitable, known and unknown, accrued or contingent, arising or accruing at any time prior to and through the date of this Release, which Plaintiff has or may claim to have against the City, including without limitation any and all claims related to or arising out of the events, transactions, and occurrences which are or could have been complained of in the Civil Action. For no-fault cases, this Release is subject to section 5 below.

As used in this Release, the term "Plaintiff" includes the individual(s) identified above and each representative, family member, personal representative, guardian, conservator, heir or beneficiary of any sort. Plaintiff warrants and represents that Plaintiff has not assigned any right, title or interest to the claims in the Civil Action.

Plaintiff understands that the payment to be made under this Release represents the compromise of a disputed claim and payment is not be construed as an admission of liability on the part of the City.

1. Payees on the settlement check.

Upon satisfaction of the conditions below, the settlement check shall issue made payable to Plaintiff, whose proper and correct name is set forth above, and Plaintiff's attorney whose name and address are as follows: _____

_____.

The settlement check shall be mailed to Plaintiff's attorney at the above address.

2. Payment shall not issue without approval of Detroit City Council.

Issuance of payment is expressly conditioned upon the prior approval of the Detroit City

Council. The Law Department will make reasonable efforts to obtain City Council approval and, subsequently, to promptly process an application for payment. Nevertheless, because those procedures take time and are not within the control of the City's Law Department, it is hereby acknowledged that time is not of the essence and no day certain for the issuance of any check can be given.

3. Payment shall not issue unless the Civil Action is dismissed with prejudice.

Issuance of payment is expressly conditioned upon the dismissal with prejudice of all claims brought by Plaintiff against the City in the Civil Action, and Plaintiff hereby stipulates to dismissal of the Civil Action with prejudice.

4. Payment shall not issue without receipt and satisfaction of a Medicare/CMS final demand letter.

No settlement payment shall be issued until the City has received a final demand letter from Medicare/CMS and Plaintiff has satisfied any lien. It is Plaintiff's responsibility to secure the final demand letter. If the letter advises that Medicare has a lien, it is Plaintiff's responsibility to satisfy the lien before the settlement payment is issued. Upon Plaintiff's request, the City will issue separate payments to (i) Medicare, in the amount of its lien, and (ii) the balance of the settlement payment shall issue to Plaintiff and Plaintiff's counsel.

5. Settlement involving no-fault benefits.

For any settlement involving no-fault benefits, check the appropriate box below:

Plaintiff **IS** releasing future first-party no-fault benefits.

The settlement payment fully and finally resolves any and all no-fault claims the Plaintiff might now have, or claim in the future, arising from the incident that is the subject of the Civil Action. Plaintiff releases the City from any obligation to pay any future or additional no-fault personal protection insurance benefits [see MCL 500.3105 and MCL 500.3107] that might otherwise be due or claimed by Plaintiff. This release includes, but is not necessarily limited to, future bills for medical care or treatment, replacement services, wage loss, attendant care and transportation costs.

Plaintiff **IS NOT** waiving future first-party no-fault benefits

Plaintiff does not release claims for future personal protection benefits under the Michigan no-fault act. "Future" benefits means amounts that come due in the future for medical, transportation, replacement, attendant care or any other services that are provided to Plaintiff after

the date of execution of this Release, or benefits for future wage loss.

Other no-fault arrangements. If there are any no-fault arrangements other than those set forth above, check this box and describe in full below.

THIS RELEASE constitutes the entire understanding between Plaintiff and City. The provisions of this Release are binding upon the Plaintiff and his or her heirs, beneficiaries, personal representatives and successors forever.

PRINT PLAINTIFF'S NAME _____

PLAINTIFF'S ADDRESS _____

PLAINTIFF'S SIGNATURE _____

STATE OF MICHIGAN _____)

)ss

COUNTY OF _____)

This Release was acknowledged before me this ____ day of _____, 20____, by _____ who hereby declares under penalty of perjury that (s)he has had advice of counsel and is voluntarily and knowingly executing this Release.

Signature _____

Print name: _____

Notary Public, _____ County, Michigan; acting in _____ County, Michigan

My commission expires: _____

Note: Should this release be signed by the Plaintiff outside of the State of Michigan that fact must be noted in the appropriate area above and the out of state notary must attach a certificate of notarial authority from the state he or she is authorized to act as a notary.

MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT

(For Non-Medicare Recipients)

I, _____, being first duly sworn, deposes and says that I have filed a claim and/or lawsuit against the City of Detroit:

1. I certify under penalty of law that this Affidavit and all attachments were prepared with my knowledge and were reviewed by me. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of civil and/or criminal penalties for known violations. **I hereby state under oath and subject to any penalties for perjury that the information contained in this Affidavit is true, correct and accurate.**

2. I hereby understand that the City of Detroit will be relying upon this information in order to provide all of the required information to the United States Government, Department of Health and Human Services, Center for Medicare and Medicaid Services or their Medicare contractor in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 and to be in compliance with the Medicare Secondary Payer Laws.

Circle One:

- 3. I am not currently receiving Medicare Benefitsyes or no
- 4. I will not be Sixty-Five years old within three years..... yes or no
- 4a. I have applied for Social Security Disability Benefitsyes or no
- 4b. I have received a Social Security Disability Award Letteryes or no
- 4c. I have received a Social Security denial letter and Appeal denial.....yes or no
- 4d. I have exhausted all efforts to appeal the Social Security denial.....yes or no
- 4e. I do not have End Stage Renal Disease.....yes or no
- 5. I have confirmed non-Medicare recipient status with the CMS portal located at:
[HTTPS://www.cob.cms.hhs.gov/MSPRP/](https://www.cob.cms.hhs.gov/MSPRP/) and have provided a copy of the print screen to the City of Detroit.
- 6. That my full name and all aliases are: _____
- 7. That my City of Detroit File/Matter Number is: _____

7. That my address is: _____
8. That my Attorney's Name, Address and Contact Numbers are:

9. That my Date of Birth is: _____
10. That my Social Security Number is: _____
11. That my Medicare HIC Number, if applicable is: _____
12. Has anyone ever prepared for you:
- a. A Life Care Plan..... yes or no
 - b. Medicare Set Aside Cost Projections..... yes or no
 - c. Life expectancy projection..... yes or no

If yes to any questions above in #12, submit a copy to the City of Detroit.

12. What specific body parts were impacted by the Injury/illness:

13. That my Gender is: _____ Male _____ Female
14. That the accident which gave rise to this Claim/Lawsuit occurred on: _____
 (DATE)
15. On _____, a Settlement or Judgment of my Claim/Lawsuit was agreed to/rendered for the total amount of _____ Dollars (\$_____).
16. On the date of the accident/event, did any household family member own an automobile with valid No-Fault Insurance coverage yes or no

I, _____, HAVE READ THE ABOVE MEDICARE REPORTING AND INDEMNIFICATION AFFIDAVIT AND STATE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT IN THE EVENT THAT THE CITY OF DETROIT IS HELD LIABLE DUE TO ANY MISINFORMATION OR OMISSION OF INFORMATION BY AFFIANT IN THIS AFFIDAVIT, AFFIANT SHALL INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE CITY OF DETROIT FOR ALL PAYMENTS, DAMAGES, MONIES, COSTS, ATTORNEY'S FEES, EXPENSES, MEDICARE LIENS, MEDICARE DEMANDS FOR REIMBURSEMENT, MEDICARE OFFSETS, MEDICARE FINES, MEDICARE PENALTIES AND ANY MEDICARE PAYMENTS INCURRED BY THE CITY OF DETROIT RESULTING FROM SAID OMISSION OR MISINFORMATION. FURTHER, I SHALL FULLY COOPERATE WITH THE CITY OF DETROIT IN ANY DISPUTE OR MATTERS RELATED TO THIS INCIDENT INVOLVING MEDICARE AND SHALL EXECUTE ALL DOCUMENTS REQUIRED OR REQUESTED BY THE CITY OF DETROIT, MEDICARE OR ITS AGENTS THAT MAY BE REQUIRED OR NECESSARY TO RESOLVE ANY SAID DISPUTE OR MATTER.

FURTHER AFFIANT SAITH NOT.

SIGNATURE OF CLAIMANT/PLAINTIFF

STATE OF MICHIGAN)
) SS
COUNTY OF)

This Medicare Reporting and Indemnification Affidavit was acknowledged, subscribed and sworn to before me this _____ day of _____, 2021, by _____, who hereby declares under penalty of perjury under the laws of the State of Michigan that she is authorized in fact and law to execute this Medicare Reporting and Indemnification Affidavit.

Notary Public, _____ County, MI

My Commission Expires: _____

Notary, Please ensure you use your notarial stamp or seal.