

CPAN AMICUS ACTIVITY SUMMARY

April, 2024

No.	Case Name	CPAN's Interest	Brief Date Filed	Amicus Counsel
1	<i>Kreiner v Fischer</i> , 471 Mich 109 (2004)	Preserving the essential “quid pro quo balance” contained in the original no-fault law ensuring payment of comprehensive PIP benefits while imposing reasonable limitations on third-party non-economic loss claims.	3/8/2004	Kevin J. Moody and Jaclyn Shoshana Levine, <i>Miller Canfield</i> , Lansing
2	<i>Griffith v State Farm</i> , 472 Mich 521 (2005)	Protect the right of injured persons who would otherwise require institutionalization to recover the full cost of food and room and board expenses.	8/16/2004	Terry L. Cochran and Mary K. Freedman, <i>Cochran Foley, P.C.</i> , Livonia
3	<i>Advocacy Organization for Patients & Providers (AOPP) v Allstate Ins Co</i> , 472 Mich 91 (2005)	Oppose the use of arbitrary bill auditing as a basis to deny payment of provider charges.	8/19/2004	George T. Sinas and L. Page Graves, <i>Sinas Dramis Law Firm</i>
4	<i>Devillers v Auto Club Ins Ass'n</i> , 473 Mich 562 (2005)	Preserve equitable tolling so as to protect the right of providers to recover payment on bills submitted within one year of service date.	3/24/2004	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>
5	<i>Chartier v Auto Club Ins Ass'n</i> , 475 Mich 889 (2006)	Protecting the right of severely injured persons to recover the full cost of purchasing handicap accessible vans and all modifications thereto.	3/31/2004	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>

6	<i>Michigan Chiropractic Council v Insurance Commissioner</i> , 262 Mich App 228 (2004), vacated by 475 Mich 363 (2006)	Preventing no-fault insurers from instituting managed care by selling PPO endorsement options on no-fault PIP coverages.	8/12/2005	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>
7	<i>Cameron v Auto Club Ins Ass'n</i> , 476 Mich 55 (2006)	Protect the right of minors and incompetent persons to recover no-fault benefits without being barred by the one year back rule or one year notice rule.	6/3/2004, 7/6/2005, and 3/1/2006	Louis A. Smith, <i>Smith & Johnson, P.C.</i> , Traverse City; George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>
8	<i>Ross v Auto Club Ins Ass'n</i> , 481 Mich 1 (2008)	Protect the right to recover attorney fees under the No-Fault Act by retaining bifurcated standard of review on appeal, instead of adopting de novo review as to all attorney fee awards.	10/30/2007	Stephen R. Ryan and Salvatore W. Pirrotta, <i>Miller Johnson</i> , Grand Rapids
9	<i>Community Resource Consultants, Inc v Progressive Michigan Ins Co</i> , 480 Mich 1097 (2008)	Oppose application of one year back rule to medical provider open account claims.	11/30/2007	Wayne J. Miller, <i>Miller & Tischler, P.C.</i> , Southfield
10	<i>Burriss v Allstate Ins Co</i> , 480 Mich 1081 (2008)	Enforce payment of family provided attendant care claims by avoiding overly technical definition of "incurred expense" requirement.	1/7/2008	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> ; Natalie Alane and Mary Chartier, <i>Alane & Chartier</i> , Lansing
11	<i>Benefiel v Auto-Owners Ins Co</i> , 482 Mich 1087 (2008)	Restore the quid pro quo balance in no-fault law between first-party PIP benefits claims and third-party auto negligence claims by revisiting <i>Kreiner</i> or avoiding an extension of <i>Kreiner</i> .	11/3/2008	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>

12	<i>Budget Rent-A-Car System, Inc v City of Detroit</i> , 482 Mich 1098 (2008)	Avoid a narrow definition of the “arising out of” entitlement test which could disallow PIP benefits where the patient acted “wrongfully.”	11/7/2008	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> ; Robert J. Andretz, <i>Law Offices of Robert J. Andretz</i> , East Lansing
13	<i>McCormick v Carrier, et al (Application for Leave)</i> , 485 Mich 851 (2009)	A revisitation and ultimate reversal of the Supreme Court’s decision in <i>Kreiner v Fischer</i> (see case #1). CPAN filed briefs supporting application for leave.	2/9/2009	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>
14	<i>Hoover v Michigan Mutual Ins Co</i> (Application for Leave), 485 Mich 881 (2009)	Obtain either a reversal of <i>Griffith</i> or clarification that it does not authorize denial of benefits where an accident affects a patient’s pre-accident needs.	4/3/2009	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> ; Liisa R. Speaker, <i>Speaker Law Firm</i> , Lansing
15	<i>USF&G v Mich Catastrophic Claims Ass’n</i> , 484 Mich 1 (2009)	Enforce obligation of the MCCA to fully reimburse no-fault insurers who pay benefits to catastrophic injury patients without second guessing the “reasonableness” of the charge.	9/4/2008, 2/6/2009, and 4/17/2009	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> ; Liisa R. Speaker, <i>Speaker Law Firm</i> , Lansing
16	<i>Plaggemeyer v Lee</i> , 488 Mich 907 (2010)	Overturing the Supreme Court’s ruling in <i>Kreiner v Fischer</i> (see case #1).	8/17/2009	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> , Lansing
17	<i>Bonkowski v Allstate Ins Co</i> , 485 Mich 1040 (2010)	Enforce the 12% interest penalty until the judgment is fully paid.	6/4/2009	Richard E. Hillary, II, <i>Miller Johnson</i> , Grand Rapids
18	<i>Darmer v Citizens Insurance Company</i> , unpublished per curiam opinion of the Court of Appeals, issued 12/14/2010 (Docket No. 290805)	To ensure that no-fault consumers obtain the statutorily-required appropriate premium reductions when coverage is coordinated and to determine the validity of coordinated policies that was never reviewed by the commissioner as required by the statute.	10/5/2009	Liisa R. Speaker, <i>Speaker Law Firm</i> , Lansing

19	<i>McCormick v Carrier, et al</i> , 487 Mich 180 (2010)	A revisitation and ultimate reversal of the Supreme Court's decision in <i>Kreiner v Fischer</i> (see case #1). CPAN filed briefs supporting application for leave.	12/2/2009	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i>
20	<i>University of Michigan Regents v Titan Ins Co</i> , 487 Mich 289 (2010)	Restore the right of minors and incompetent persons to recover no-fault benefits without being barred by the one year back rule by reversing the ruling in <i>Cameron</i> (see case #7).	1/7/2010	Liisa R. Speaker, <i>Speaker Law Firm</i> ; George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
21	<i>Wilcox v State Farm Mut Auto Ins Co (Application for Leave)</i> , 486 Mich 870 (2010)	Obtain either a reversal of <i>Griffith</i> or clarification that it does not authorize denial of (or incremental reduction in) benefits where an accident affects a patient's pre-accident needs.	1/12/2010	George T. Sinas and Steven A. Hicks, <i>Sinas Dramis Law Firm</i> , Lansing
22	<i>Wilcox v State Farm Mut Auto Ins Co</i> , 488 Mich 1011 (2010)	Obtain either a reversal of <i>Griffith</i> or clarification that it does not authorize denial of (or incremental reduction in) benefits where an accident affects a patient's pre-accident needs.	10/14/2010	Liisa R. Speaker, <i>Speaker Law Firm</i> ; George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
23	<i>Yackish v State Farm Ins Co</i> , unpublished opinion per curiam of the Court of Appeals, issued 2/1/2011 (Docket No. 289671)	Obtain clarification that <i>Griffith</i> does not require an incremental reduction of benefits in housing, vans, or any other type of claims representing the patient's pre-accident needs.	4/21/2010	Liisa R. Speaker, <i>Speaker Law Firm</i> ; Lansing
24	<i>Krohn v Home-Owners Ins Co</i> , 490 Mich 154 (2011)	To prevent the concepts of "reasonably necessary" and "lawfully rendered" from being defined in such a way as to significantly limit the allowable expense PIP benefit.	1/31/2011	Liisa R. Speaker, <i>Speaker Law Firm</i> ; George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing

25	<i>Bronson Methodist Hospital v Allstate Ins Co,</i>	To prevent the 1-year-back rule from being applied to deny payment of a hospital bill when the hospital filed suit within 30 days after the claim was assigned, as is permitted by the Act.	2/16/2011	Liisa R. Speaker, <i>Speaker Law Firm</i> ; George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
26	<i>Joseph v Auto Club Insurance Association,</i> 491 Mich 200 (200)	To protect the rights of minors and incompetent persons to recover no-fault benefits without being barred by the 1-year-back rule as originally interpreted by the Supreme Court in <i>Cameron v ACIA</i> (Case No. 7) and to persuade the court to reaffirm the decision in <i>U of M Regents v Titan</i> (Case No. 20).	11/4/2011	Liisa R. Speaker, <i>Speaker Law Firm</i> ; Lansing, George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
27	<i>Douglas v Allstate Insurance Company,</i> 492 Mich 241 (2012)	To protect the rights of seriously injured people to recover full payment of commercial and family provided in-home attendant care.	3/29/2012	Richard E. Hillary, II, <i>Miller Johnson</i>
28	<i>Admire v Auto-Owners Insurance Company,</i> 494 Mich 10 (2013)	To protect the right of catastrophically injured persons who are no longer able to utilize conventional motor vehicle transportation to recover the full cost of specially equipped handicapper vans, where such transportation is reasonably necessary for the injured persons care, recovery, or rehabilitation.	2/21/2012 9/6/2012	Liisa R. Speaker, <i>Speaker Law Firm</i> ; Lansing Joanne Geha Swanson & Daniel J. Schulte, <i>Kerr Russell and Weber PLC</i>

29	<i>Hunter v Sisco</i> , 497 Mich 45 (2014)	The Michigan Auto No-Fault Law utilizes the same phrase, “bodily injury,” in describing the types of injuries and conditions for which no-fault PIP benefits are payable. Therefore, a Supreme Court decision holding that psychological and emotional injuries/damages were not encompassed in the term “bodily injury” could have very significant consequences in the auto no-fault world.	8/19/2014	Liisa R. Speaker, <i>Speaker Law Firm</i> , Lansing, and George T. Sinas, <i>Sinas Dramis Law</i> , Lansing
30	<i>Covenant v State Farm</i> , 500 Mich 191 (2017)	To assist in answering the three questions posed by this Court in its order granting leave to appeal: "(1) whether a healthcare provider has an independent or derivative claim against a no-fault insurer for no-fault benefits; (2) whether a healthcare provider constitutes 11 some other person" within the meaning of the second sentence of MCL 500.3112; and (3) the extent to which a hearing is required by MCL 500.3112."	10/6/2016	George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing, and Wayne J. Miller, <i>Miller & Tischler</i> , Farmington Hills
31	<i>Kemp v Farm Bureau</i> , 500 Mich 245 (2017)	To assist in answering the two questions posed by this Court in its order granting oral argument on plaintiff’s application for leave: “(1) whether the plaintiff's injury is closely related to the transportational function of his motor vehicle, and thus whether the plaintiff's injury arose out of the ownership, operation, maintenance, or use of his motor vehicle as a motor vehicle; and (2) whether the plaintiff's injury had a causal relationship to his parked motor vehicle that is more than incidental, fortuitous, or but for.”	6/3/2016	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing, and George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing

32	<i>Dillon v State Farm</i> , 501 Mich 915 (2017)	<p>It is CPAN's fervent belief that Michigan's auto no-fault insurance system cannot survive unless the Michigan Appellate Courts interpret the No-Fault Act as the Legislature intended, and do not add requirements to the recovery of benefits that were not written into the statute by the Legislature. This includes applying the plain language of the notice provision contained in MCL 500.3145.</p> <p>The goal of the Michigan No-Fault Act is to assure the prompt payment of a broad scope of medical and rehabilitation expenses, which enables accident victims to obtain the best recovery and the highest quality of life possible. Central to the attainment of this goal is the relatively simple and unburdensome notice requirement, which individuals may satisfy without consulting an attorney and without any legal or medical expertise. This Court's interpretation of that requirement will determine whether it continues to be simple and unburdensome, as the Legislature intended, or whether it will impose further hassle upon claimants, necessitating more attorney involvement and litigation in the future.</p>	4/21/2017	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing, and George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
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33	<i>Dye v Esurance Prop & Cas Ins Co</i> , (Docket No. 155784)	To assist in examining whether an injured accident victim should be denied the right to receive PIP benefits when that auto accident victim purchases the vehicle, but another person registers the vehicle and purchases the insurance policy on behalf of the victim and where the premiums on the vehicle had been fully paid as of the date of the accident.	5/31/2018	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing, and George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
34	<i>Bazzi v Sentinal Insurance</i> , 502 Mich 390 (2018)	It is CPAN's fervent belief that Michigan's auto no-fault insurance system cannot survive unless the Michigan Appellate Courts interpret the No-Fault Act as the Legislature intended, and do not add means for insurers to avoid providing benefits that were not written into the statute by the Legislature. This includes applying the plain language of MCL 500.3113 and MCL 500.3177 to instances where an insurer attempts to avoid paying first party no-fault benefits to someone other than the owner or registrant of a vehicle, who was required by statute to turn to the policy of a stranger for benefits, on the basis of fraud in the owner's procurement of the insurance policy.	11/21/2017	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing, and George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing

35	<p><i>Jankowski v Auto-Owners,</i> (Docket No. 156240)</p>	<p>The Michigan No-Fault Act assures coverage to Michigan residents who have No-Fault PIP policies even when they are traveling out of state. To preserve this coverage and ensure Michigan residents can rely on their coverage even when they travel, it is imperative that MCL 500.3111 be applied the way the Legislature intended. That is, as long as the accident victim is “a named insured under a personal protection insurance policy,” they obtain their benefits, regardless of what vehicle they are in at the time of the accident. MCL 500.3111.</p> <p>Moreover, Sections 3101 and 3113 must be applied the way the Legislature intended and not as a means of excluding coverage for these traveling residents who have fully complied with the No-Fault Act. These Sections, taken together, exclude from coverage only owners or registrants who fail to comply with the No-Fault Act by not insuring vehicles that are required to be registered in Michigan because they are driven in Michigan. It is contrary to the purposes of the No-Fault Act to deny coverage to these Michigan residents who have insured every Michigan vehicle they own, simply because they also own a vehicle that is never driven in Michigan and thus not registered and insured in Michigan.</p>	9/14/2018	Liisa Speaker, <i>Speaker Law Firm,</i> Lansing
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36	<i>W A Foote Memorial Hosp v Michigan Assigned Claims Plan</i> (Docket No. 156622)	To assist in examining whether this Court's decision in <i>Covenant Medical Center, Inc v State Farm Mut Auto Ins Co</i> , 500 Mich 191 (2017), should be applied retroactively to take away the right of hospitals – established by binding case law – to pursue a cause of action for No-Fault benefits.	10/5/2018	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing
37	<i>Shah v State Farm</i> (Docket No. 157951)	On many occasions, CPAN has appeared as amicus curiae by leave of this Honorable Court to express its views on issues of significance to its members. Such an issue is presented by this Court's order granting oral argument on the application in <i>Shah v State Farm</i> and directing the parties to address "whether the anti-assignment clause in the defendant's insurance policy precludes the defendant's insured from assigning his right to recover no-fault personal protection insurance benefits to the plaintiff healthcare providers."	1/23/2019	George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing, and Joanne G. Swanson, <i>Kerr, Russell and Weber</i> , Detroit
38	<i>Auto-Owners Ins Co v Compass Health, PLC</i> (Docket No. 159038)	CPAN seeks to participate in the above-captioned matter as amicus curiae because of its strongly felt view that the decision of the Court of Appeals below was fundamentally wrong and poses the potential of creating a chaotic situation regarding: (1) the billing of auto-accident patients for medical services rendered; and (2) the collection of unpaid accounts with respect to those services.	5/8/2019	George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing

39	<i>Spectrum Health Hospitals v Farm Bureau General Insurance</i> (Docket No. 162129)	CPAN seeks to participate in the above-captioned matter as amicus curiae because of its strongly felt view that the decision of the Court of Appeals below was fundamentally wrong and is inconsistent with prior precedent decided below.	1/15/2021	George T. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing
40	<i>Ellen M. Andary Philip Krueger v USAA Casualty</i> (Docket No. 19-738-CZ)	In this landmark case, CPAN strongly urged that it would be fundamentally illegal to enforce the medical benefit cuts recently enacted by the new no-fault legislation against catastrophically injured auto accident victims who purchased auto no-fault insurance policies and sustained their injury many years before the recent legislation was passed. The legal team representing Ms. Andary (George Sinas and Mark Granzotto) argued that the no-fault insurance policies purchased by the Plaintiffs in this litigation specifically required the payment of “all reasonable charges” for reasonably necessary medical care and, given that contractual right, insurers had the duty to pay those benefits to the Plaintiffs without regard to the recently adopted “government fee schedules” and the limitations on reimbursable family provided attendant care.	04/27/2020	Joanne Geha Swanson, <i>Kerr Russel and Weber</i> , Detroit
41	<i>Ellen M. Andary Philip Krueger v USAA Casualty</i> (Docket No. 164772)		5/04/2021	Joanne Geha Swanson, <i>Kerr Russel and Weber</i> , Detroit
42	<i>Ellen M. Andary Philip Krueger v USAA Casualty</i> (Docket No. 356487)		05/26/2021	Liisa Speaker, <i>Speaker Law Firm</i> , Lansing

43	<p><i>Ellen M. Andary Philip Krueger v USAA Casualty</i> (Docket No. 164772)</p>	<p>**See cases 40 through 42 above for a summary of the issue. This amicus brief was filed in the Supreme Court in connection with the Court's decision on leave granted. This is the fourth brief filed by CPAN in this landmark case.</p>	02/06/2023	<p>Joanne Geha Swanson, <i>Kerr Russel and Weber</i>, Detroit</p>
44	<p><i>Michigan Head and Spine Institute PC v. Mid-Century Insurance Co.</i> (Docket No. 164644)</p>	<p>The issue in this case deals with whether auto insurers and consumers are free to contract for no-fault benefits in excess of the minimum benefits that an insurer is obligated to pay under the auto no-fault act. This issue is important to CPAN because the ability to contract for PIP benefits that exceed what is required by the No-Fault Act enhances competition between PIP insurers in Michigan, and it makes PIP coverage more affordable for consumers. It also increases access to medical care by expanding the scope of PIP benefits provided. Contractually expanding the class of persons eligible to recover PIP benefits beyond what is required by the No-Fault Act is not only permitted under long-standing well-established law in Michigan, it is essential to attaining the objectives of the Michigan no-fault system.</p>	02/06/2023	<p>Joel T. Finnell and George T. Sinas, <i>Sinas Dramis Law Firm</i>, Lansing</p>

45	<i>Childers v Progressive</i> (Docket No. 164593)	The issue in this case deals with whether the no-fault one-year statute of limitations in MCL 500.3145 would bar a no-fault patient from receiving no-fault PIP benefits from the insurer in the secondary priority payor position when the insurer in the first priority payor position becomes insolvent. This case is important to CPAN because it will determine how the Court addresses the distinction between when the right to no-fault benefits vests versus when a claim for no-fault benefits accrues, and hence whether a PIP claim can be brought against a secondary payor. A right to benefits vests when the accident occurs, and a benefit claim accrues when an allowable expense is incurred. Ensuring that the Court recognizes this distinction is important for protecting the rights of legacy patients to draw benefits under their pre-PA 21/22 no-fault policy.	10/06/2023	Joel T. Finnell, <i>Sinas Dramis Law Firm</i> , Lansing
46	<i>Stuth v Home-Owners Ins Co</i> (Docket No. 165146)	The issue in this case deals with whether a motorcyclist who sustained severe injury “arose out of” the involvement of a motor vehicle when there was no physical contact between the motorcycle and a motor vehicle, and that vehicle was never identified. The issue in this case is important to CPAN because it could potentially re-define the test for meeting the “arising out” requirement in §3105(1), which must be satisfied for an injured motorcyclist to receive PIP benefits.	11/17/2023	Joel T. Finnell and Steve H. Sinas, <i>Sinas Dramis Law Firm</i> , Lansing

47	<p><i>Williamson v. AAA</i> (Docket No. 165131)</p>	<p>The issue in this case deals with whether untrue statements made by a claimant in the course of formal no-fault PIP litigation regarding some of the PIP benefits being claimed can justify an assigned no-fault insurer’s denial of payment for all no-fault benefit claims. This case is important to CPAN because it will determine whether untrue statements made by a claimant about a specific claim bars all other claims for benefits. It is CPAN’s position that only those claims where untrue statements were made can be denied. In other words, if a no-fault claimant engages in lying about one specific claim (like the number of attendant care hours provided), the lies told by the claimant should only affect that claim.</p>	11/28/2023	<p>Steven A. Hicks, <i>Sinas Dramis Law Firm</i>, Lansing</p>
48	<p><i>C-Spine Orthopedics, PLLC v Progressive</i> (Docket No. 165537)</p>	<p>The issue in this case deals with whether a provider who obtained an assignment of rights from its patient can bring a direct action for PIP benefits when, prior to bringing suit, the provider re-assigned its rights to another entity in order to finance its receivables. This case is important to CPAN because, even though it involves a reassignment by the provider to a factoring company, it may very well have the effect of further defining the nature and scope of a claimant’s right to bring an action for PIP benefits when that claimant has assigned its right to payment of benefits to a provider, and then subsequently seeks to pursue judicial enforcement of the insurer’s liability for PIP benefits.</p>	11/28/2023	<p>Joel T. Finnell, <i>Sinas Dramis Law Firm</i>, Lansing</p>

49	<i>Progressive Marathon Ins Co v Pena</i> (Docket No. 165577)	The issue in this case deals with whether the 2019 amendments to MCL 500.3009 of the insurance code require all auto liability insurance policies in existence when those amendments were passed to automatically “ <i>step up</i> ” liability coverage for residual bodily injury to the new minimum required liability coverages of \$250,000/\$500,000 as of July 2, 2020. This case is important to CPAN because it will affect the ability of seriously injured persons to recover damages in excess of any capped PIP coverage amounts that may have been purchased under the new PIP-choice options.	01/12/2024	Joel T. Finnell and George T. Sinas, <i>Sinas Dramis Law Firm, Lansing</i>
50	<i>True Care Physical Therapy v Auto Club Group</i> (Docket No. 165845)	The issue in this case deals with whether the new utilization review process of MCL 500.3157a, and a subsequent judicial review of that process, is a provider’s exclusive means of challenging an insurer’s determination of whether a provider’s charges are reasonable and/or whether a provider’s services are reasonably necessary for an injured person’s care, recovery, or rehabilitation. This case is important to CPAN because a ruling that the utilization process and a subsequent judicial review thereof is a provider’s exclusive remedy, would mean that a provider would not be able to file a traditional lawsuit regarding the reasonability of charges and necessity for services in a court. It is CPAN’s position that the utilization review procedure of MCL 500.3157a is simply an alternative option to filing a traditional lawsuit that a provider may elect in order to contest an insurer’s refusal to fully pay a claim.	02/01/2024	Joel T. Finnell and Katie E. Tucker, <i>Sinas Dramis Law Firm, Lansing</i>

51	<p><i>Wallace v Suburban Mobility Authority for Regional Transportation</i> (Docket No. 165964)</p>	<p>This case deals with two important issues. The first issue deals with whether a patient has the right to maintain an action for no-fault PIP benefits when the patient assigned the right to claim the subject benefits to various providers before suit was filed. The second issue deals with whether a provider's reassignment of benefits back to the patient during the patient's litigation is sufficient to permit the patient to claim those benefits when the reassignment occurs more than one year after the underlying medical services were originally rendered. These issues are important to CPAN because the Court's decision on them will determine whether providers can obtain payment of assigned PIP benefits by reassigning their right to claim those benefits back to a patient who has already commenced a lawsuit, or whether the provider must file its own suit within one year of rendering treatment.</p>	Pending	Joel T. Finnell, <i>Sinas Dramis Law Firm</i> , Lansing
52	<p><i>Spine Specialists of Michigan v Memberselect Ins Co</i> (Docket No. 165445)</p>	<p>The issue in this case deals with whether the new one-year-back tolling provisions of MCL 500.3145(3) apply to all allowable expense benefits being claimed in a lawsuit filed after the passage of PA 21/22, or whether those new tolling provisions narrowly apply to only those allowable expenses that were incurred after the passage of PA 21/22. This issue is important to CPAN because it will determine the scope of PIP benefits that are subject to the new one-year-back tolling provisions of PA21/PA22.</p>	Pending	Joel T. Finnell, <i>Sinas Dramis Law Firm</i> , Lansing

53	<p><i>Encompass Healthcare v Citizens Ins Co</i> (Docket No. 165321)</p>	<p>The issues in this case deal with the operation of the new one-year-back tolling provisions of MCL 500.3145(3). To decide this case, the Court will ultimately address three separate issues: “(1) <i>whether the defendant waived its challenge to the retroactive application of MCL 500.3145(3); (2) whether the Court of Appeals correctly applied the tolling provision of the one-year-back rule, MCL 500.3145(3), to claims that accrued, MCL 500.3110(4), before the amendment to § 3145 took effect on June 11, 2019, . . . and (3) if so, whether the Court of Appeals adopted the correct standard for determining whether an insurer ‘formally denies’ a claim for purposes of tolling the one-year-back period in §3145(3).</i>” The second and third issues in this case are of significant importance to CPAN. The second issue is essentially identical to the issue being decided in <i>Spine Specialists</i> (discussed above) and is important to CPAN for the reasons previously discussed. The third issue is important to CPAN because the Court’s decision on this issue will define the point when a PIP benefit claim is considered to have been “<i>formally denied</i>” by an insurer. A clear definition of that point in time is essential for determining when the one-year-back period begins to run.</p>	Pending	Joel T. Finnell, <i>Sinas Dramis Law Firm</i> , Lansing
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