Louis DeSimone
Desimone v. Baptist Health Medical Group Inc (COSO21000299)
3/4/2021 D's MTD Hearing - 2:00 P.M.
DOF 01-12-2021

Goal today: Get Order Denying MTD

1) Intro

My pleasure to represent Mr. DeSimone, a now retired former City of Hollywood Marine Safety Officer who served the city for 34 years.

All medical treatment and billing attempts referenced in this matter occurred after Mr. DeSimone retired. He retired in December 2019. All treatment and bills are from 2020. He will not be returning to the city for work.

2) The Complaint allegations

**Show Complaint*
¶7
Exhibit A
¶15 e-mail with Baptist – They knew this was WC-related.
Show all the bills - They are billing Mr. DeSimone personally for office visits he had with them for his significant injury.

From P.7 of Complaint - "his alleged financial obligation to pay Defendant for medical services is a 'consumer debt'"

7. Plaintiff is a "debtor" and "consumer" as defined by section 559.55(8), Florida Statutes (2020), and his alleged financial obligation to pay Defendant for medical services is a "consumer debt" as defined by section 559.55(6).
8. Section 559.72(9) states: "In collecting consumer debts, no person shall: . . . Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.
9. Pursuant to section 440.13(13)(a): "Carriers shall pay, disallow, or deny payment to health care providers in the manner and at times set forth in this chapter. A health care provider may not collect or receive a fee from an injured employee within this state, except as otherwise provided by [chapter 440]." (Emphasis added.)
10. "[P]roviders have recourse against the employer or carrier for payment for services rendered in accordance with this chapter." Id.
11. Section 440.13(3)(g) states: "The employee is not liable for payment for medical treatment or services provided pursuant to this section except as otherwise provided in this section."

3) No dispute. . .

a) That D knew this was WC.
   i) Mr. DeSimone's doctor filled out a WC Uniform Medical Treatment/Status Reporting Form. It references the accident and is attached to the complaint.
   ii) Mr. DeSimone's WC attorney emailed with D about this matter, referencing that it was a WC case. E-mails attached to the complaint too.
   iii) Of course, prior to making an appointment with any doctor, Baptist asked about insurance and verified coverage.

b) Baptist did not dispute that Mr. DeSimone does not owe this money.

c) Baptist did not dispute that it is prohibited, by Florida Law, from seeking to collect money for medical treatment for Mr. DeSimone's personal injuries. That law is Florida Workers' Compensation Law and we quote the applicable sections.

d) But *Baptist wants to be able to seek money from Mr. DeSimone, a person, for medical treatment to him personally, due to an injury to his body, that Baptist knows Mr. DeSimone does not owe it, even though there is a statute, the FCCPA, that says, no, you can not do that.*

4) Let's take a step back

a) FCCPA/FDCPA

i) In 1972, Florida passed the first version of the FCCPA.

ii) And in 1978, because of [quoting from 15 USC 1692a] "abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors," and because "[a]busive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." U.S. Congress enacted the Fair Debt Collection Practices Act (FDCPA).

iii) Under subsection (e) of 15 U.S.C. 1692a: "It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses."

iv) *Davis* cites to similar legislative intent of the FCCPA

**Show 559.552*

v) *Section 559.552, Florida Statute* Relationship of state and federal law.—Nothing in this part shall be construed to limit or restrict the continued applicability of the federal Fair Debt Collection Practices Act to consumer collection practices in this state. This part is in addition to the requirements and regulations of the federal act. *In the event of any inconsistency between any provision of this part and any provision of the federal act, the provision which is more protective of the consumer or debtor shall prevail.*

vi) *And the parties agree that the FDCPA is equally instructive on the issues before the court--the definition of consumer debt.*

b) WC Law

i) I had the pleasure of handling workers' comp cases for the first fifteen or so years of my legal career with my father, a retired judge and still active member of the Florida bar since 1965.

ii) From our Florida Supreme Court in *Jones v. Martin Elecs., Inc.*, 932 So. 2d 1100, 1104 (Fla. 2006)

(1) "[T]he workers' compensation system provides employees limited medical and wage loss benefits, without regard to fault, for losses resulting from workplace injuries in exchange for the employee relinquishing his or her right to seek certain common law remedies *from the employer for those injuries under certain circumstances*.

iii) More specifically, our Fourth DCA in *Gil v. Tenet Healthsystem N. Shore, Inc.*, 204 So. 3d 125, 127 (Fla. 4th DCA 2016) (internal citation omitted), stated:

(1) "Florida's workers' compensation statutes 'provide a strict liability system of compensation for injured workers.' In return, an employee is generally 'precluded from bringing a common-law negligence action,' and the employer is immune from common law negligence suits *from its employees*.

iv) This is not a common law negligence suit by the employee against the employer for common law negligence.

(1) That is all that WC precludes of Mr. DeSimone's rights..

v) Nothing in workers comp law limits the employee from suing other people as part of a WC accident.

(1) What about a pizza delivery guy. He works for Pizza Hut and while in the course and scope of employment, delivering a pizza in his car, he gets rear-ended.

(a) He can recover in WC and he still can sue the tort-feasor in a "third-party" claim *for common law negligence*.

(b) At best, if the WC carrier pays medical bills, it will have a lien against any recovery from the tortfeasor.

(2) Another example, if you are injured on a construction job site, due to the negligence of an employee of a subcontractor hired by a GC that you do not work for. You can collect comp from your GC or subcontractor's WC carrier and you can sue the tortfeasor, *for common law negligence*.

vi) In other words, just because this is a WC case, does not mean that the employee is precluded from bringing other claims.

(1) Only common law negligence

(2) This is all covered in sections 440.11 and 440.10, Florida Statutes.

(a) Eee can still sue employer for intention tort and

(b) under a unique standard where injury or death are "virtually certain" as stated in 440.11 (1)(b)(2).

(c) Employer can deny coverage and create an estoppel issue, preventing it from claiming WC immunity in a common law negligence action by the employee.

(i) Baptist served a case on that on me yesterday at 4:49 P.M. and raised that today for the first time. That case and their argument was not part of their MTD at all.

5) Standard on a MTD

a) Defendant relies on Rule of Civil Procedure 1.140 and circuit court case law which interprets that. But that is not what applies here.

*Use Rule 7.050

b) Small Claims Rule 7.050(a)(1) controls and it states: "[a]ctions are commenced by the filing of a statement of claim in concise form, which shall inform the defendant of the basis and the amount of the claim."
   i) *You did not hear any argument* that Mr. DeSimone does not concisely "inform the defendant of the basis and the amount of the claim" as required by Rule 7.050(a)(1).
   ii) The complaint is concise.
      (1) Without exhibits, P's complaint is five pages long.
   iii) It states an amount.
   iv) And Defendant's nine page Motion to Dismiss, and it's additional case law provided to me at 4:49 P.M. yesterday, and today's hearing makes it very clear that Defendant knows the basis of the suit.

c) This is all that is required at this stage.

d) The court need not go any further.

6) However...

a) I am an officer of the court.

b) While as lawyers, my opposing counsel and I are ethically required to be zealous advocates, to the extent that conflicts with our role as an officer of the court, the case law is clear, our duty to the court controls.
   i) For example, we cannot lie just to serve our client.

c) And, according to the comment to Rule of Professional Conduct 4-3.3, "[a] lawyer is not required to make a disinterested exposition of the law, but must recognize the existence of pertinent legal authorities." "The underlying concept is that legal argument is a discussion seeking to determine the legal premises *properly* applicable to the case."

7) Let's have a discussion about some law, your honor, with the goal, as an officer of the court, to determine the correct legal premise and ruling.

a) Davis
   i) I watched that oral argument a few months ago and it was excellent. I've spoken to the trial and appellate lawyers in that case.

(1) That case pertained to whether WC was the exclusive jurisdiction over any matters pertaining to "reimbursement."
    (a) The trial court found that WC was exclusive.
    (b) The 2nd DCA reversed
        (i) Finding, in part, reimbursement and collections are different things
    (c) The matter is pending before the Florida Supreme Court
(2) Justices Lawson, Canady, and Polston, as I recall, all felt the two were not mutually exclusive. You could recover in WC and, when a provider tries to back bill a claimant, you can sue under the FCCPA. The only judge who seemed to support the providers side was Justice Muniz.
(3) Notably, OC is not taking that position here.
    (a) This is not unlike a doctor treating under an HMO
        (i) They cannot back the bill.
        (ii) No different if HMO is provided by the employer, still cannot back bill a patient and any provider who attempts to collect money they are not entitled to can get sued under the FCCPA. No case states otherwise.
    (b) How about PIP, as I understand it, when a provider tries to back bill more than the allowable 20% it can seek from a patient, that patient can sue under the FCCPA too.

*Show *Davis* P.5.

ii) The majority in *Davis* stated: "A claim under section 559.72(9) has three elements:
    (1) an illegitimate debt,
    (2) a threat or attempt to enforce that debt, and
    (3) knowledge that the debt is illegitimate."

iii) And the *Davis* court majority opinion also stated: "When a statute like the WCL renders a debt illegitimate, that debt fulfills the first element necessary to trigger FCCPA liability. . . *the debts for medical services that [the injured worked] did not owe pursuant to the WCL constitutes an element of [their] FCCPA claims*." Id. (Emphasis added.)

iv) And even though that case is pending before the Florida Supreme Court, under *Kraay v. State*, 148 So.3d 789, which cites to *Rock v State*, 800 So.2d 298, an appellate decision is controlling on all lower courts until it is altered or overturned.

(1) Kraay also cites to Padavano to explain that the concept the finality and an opinion's effective date are "distinct concepts"

(a) an appellate decision is "effective" as of the date it was issued even though most decisions do not become "final" until after the time for rehearing has passed.

v) *I would expect that there is no disagreement about the weight that a dissenting opinion in an appellate decision has on this court today--none.*

*Davis P.7-8

vi) Still, I want to address that. Judge Black's statement that "no Florida state court appears to have made" a determination that WCL health bills are consumer debt.

(1) After that sentence, Judge Black used a "c.f." signal, and cited to *Steiner & Munach v. Williams.*

(2) C.f. literally means compare according to the Bluebook, and that the "Cited authority supports a proposition different from the main proposition but sufficiently analogous to lend support."

*Show Steiner

(3) In *Steiner & Munach v. Williams*, a person who was covered by health insurance had a surgery and got a threatening letter from the anesthesiologist, attempting to collect a debt.

(a) The letter appeared to improperly simulate legal process as opposed to here, improperly trying to collect a debt not owed.

(4) Consumer debt back then was apparently defined more narrowly back then, but nonetheless, the appellate court in *Steiner & Munach* affirmed--the FCCPA allows a party to recover for an improper attempt to collect medical debt.

b) Plaintiff cites to a *Berman v. GC Services Ltd. P'ship*, 146 F.3d 482 (7th Cir. 1998),

i) A case where the court found an obligation to pay unemployment insurance contributions, for an employee, is not a "debt" under the FDCPA.

ii) "Under the Illinois Unemployment Insurance Act, employers in Illinois are required to pay quarterly unemployment insurance premiums to the [Illinois Department of Employment Security] in order to fund the State's payment of benefits to Illinois residents during periods of unemployment." Id.

iii) This is "a more general purpose than the FDCPA requires." Id.

iv) And it is commercial/business debt, not personal debt.

v) Applying this case here would prohibit the City of Hollywood (Mr. DeSimone's employer when he was injured) from claiming its workers' compensation insurance premiums are personal debt. But no one is making that claim.

vi) Berman argued that the FDCPA applied because there was no specific exception in the definition of "debt" for money owed to the government. Id. at 487.

vii) The court agreed there is no exception and discussed the cases Berman cited where consumers successfully sued the government under the FDCPA for medical debt. Id. ("*In the cases relied upon by plaintiff, the consumers received either medical care or educational benefits directly from the government in exchange for their payments and thus the money owed to the government met the definition of 'debt.'*").

viii) Defendant's citation to Berman supports that medical debt is actionable under the FCCPA.

c) *Higgens v. Trident Asset Mgmt., LLC*, 16-24035-CIV, 2017 WL 2628404, at *2 (S.D. Fla. June 16, 2017).

i) In *Higgens*, the plaintiff sued a debt collector under the federal Fair Debt Collection Practices Act (FDCPA). *Id.*

ii) Trident Asset Management moved to dismiss arguing that Higgins did not specify the debt was a consumer debt, even though the complaint asserted the debt was from a medical bill. Id. The court denied the motion, finding medical expenses are consumer debts. Id.

d) *Frazier v. Absolute Collection Serv.*, Inc., 767 F. Supp. 2d 1354, 1364 (N.D. Ga. 2011)

i) "Plaintiff's debt stemming from the hospital visit constitutes a consumer debt"

e) *Jimenez v. Account Services*, 233 F. Supp. 3d 1359, 1364 (S.D. Fla. 2017)

i) "the Court finds that the invoice and the Second Amended Complaint's incorporation of it by reference sufficiently demonstrate that the underlying debt is related to a medical bill and . . . that the alleged activity at issue arose out of communications related to attempts to collect a 'consumer debt.'").

*Show *Rocha*

f) *Rocha* - Citing to *Davis* and *Higgins*, a Miami-Dade circuit court judge addressed a very similar MTD, filed *by the same attorney's here* on behalf of Baptist.

i) I attached that order as an Exihibit to our response to the MTD.

(1) Show attorneys on service list

(2) P.4. you can't claim medical debt from an injured worker covered by WC.
(3) It's not a legitimate debt. Again, no dispute there.

g) Kottler

*Show *Kottler* P.2

i) Baptist provides today a May 2020 trial court level case that was appealed
ii) And just under three weeks ago, 11th Federal circuit just ruled on that appeal.
iii) It stated: "[B]ut in Florida an 'employee is not liable for payment for medical treatment or services provided,' and '[a] health care provider may not collect or receive a fee from an injured employee,'" Id. (citing §§ 440.13(13)(g) and (13)(a), Fla. Stat.). "Instead, '[s]uch providers have recourse against the employer or carrier for payment for [medical] services rendered . . . .'" Id. (citing to §§ 440.13(13)(g) and (13)(a), Fla. Stat.). "Gulf Coast falsely represented the legal status of the debt for Kottler's medical bills." Id. (citing to § 440.13(13)(a), Fla. Stat. (2020)).
iv) Defendant did the same here.

h) I go through every case Baptist cites to in our response and not one of them supports their position.
i) They cite to a case pertaining to credit card debt for a carpentry business and suing an employer for wage claims and more. Nothing that says medical debt is not covered by FCCPA or FDCPA
ii) Interesting that they do not rely on a single case cited in their MTD today!
(1) Byerley, Davis, Elliot, Kottler today - none of those are in their MTD!
(2) I rely on their cases - *Berman* for example which supports medical debt is consumer debt.

i) In our response we cite to, and you can and should rely on, *Berman, Higgins, Frazier, Jimenez, Rocha, Kottler*, and *Davis*
i) They all state that medical debt is consumer debt and is actionable.

j) I think that paints a pretty clear picture of the correct way to rule.

8) Plaintiff raises estoppel and immunity for the first time, last night.

a) None of this is in their Motion and it should not be considered on that ground alone.
b) Under case law addressing due process, it is a violation to rule on an issue not part of a notice motion.

**Show Byerley*

c) Byerley v Citrus

i) Byerley (*Employee*) v Citrus Publishing (*Employer*)
ii) Injured at parking lot at work
iii) Eor denied the WC claim - claiming injury did not arise out of course and scope b/c she had already clocked out and left the building
iv) So she sued in tort and citrus claimed, she was injured in the course and scope and that the claim is barred by WC immunity!
v) Employer moves for MSJ
vi) Eee states I relied on Employer's rep that this was not WC
vii) MSJ granted for employer by trial court
viii) The 5th DCA reversed

**Show Dugger*

d) Elliot v Dugger
   i) Elliot was Eee v Dugger, sec of state of DOC, Employer
   ii) Issue of fact as to where elliot actually first made a WC claim or not which goes to estoppel.
      (1) But if WC denied coverage, Elliot could seek common law remedies, *against his employer.*
e) Again, this goes back to immunity of Eee suing Eor under FWL

9) Section 559.55, Florida Statutes

**Show 559.55*

a) 559.55 (6) "Debt" or "consumer debt" means any obligation or <u>alleged obligation</u> of a <u>consumer to pay money</u> <u>arising out of a transaction</u> in which the money, property, insurance, or <u>*services which are the subject*</u> *of the transaction* are *primarily for <u>personal</u>, family, or household purposes*, whether or not such obligation has been reduced to judgment.
   i) Is this an alleged debt?
   ii) of a consumer to pay money?
   iii) Arising out of a transaction?
   iv) What are the services that are subject of the transaction?
      (1) Medical treatment?
         (a) Are the services Mr. DeSimone received to his body personal for a significant shoulder injury in which surgery has been recommended, primarily for personal purposes?
         (b) Of course it is.
   v) That meets the definition of the statute.
   vi) Look at the bills, they are billing Mr. DeSimone hundreds of dollars for office visits for medical care for his shoulder, period.
   vii) It's either personal or it's business debt, right?

b) It is helpful to compare definitions between the FCCPA and Florida's Commercial Collection Practices Act, sections 559.541-559.548, Florida Statutes.

i) Pursuant to section 559.542, "the Legislature intends by this part to specifically regulate commercial collection activities, separate and apart from consumer collection activities, to prevent unlawful and fraudulent commercial collection activities that otherwise may go unpenalized."

**Show 559.543*

ii) And 559.543(1) defines a "commercial claim" as: any obligation for the payment of money or its equivalent arising out of a transaction wherein credit has been offered or extended to any person, and the money, property, or service which was the subject of the transaction was primarily for commercial purposes and not primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment."

**Show Martin - P.7*

c) *Martin v. Allied Interstate, LLC*, 192 F. Supp. 3d 1296 (S.D. Fla. 2016) - Baptist cites this in their MTD

i) Plaintiff claimed FDCPA against debt collector for debt allegedly owed to eBay

(1) Defendant has an affidavit that states, with "incontrovertible evidence" that P lied. It claims she did order from eBay and does owe the money!

(2) P's atty withdraws, P proceeds prose and files a motion to dismiss her own case without prejudice!

(a) Fed Rule requires mtn and order for VD after answer or MSJ

(3) But eBay records were hearsay so they were not considered by the court for the pending MSJ.

ii) "Because the FDCPA is a remedial statute, its provisions must be liberally construed in favor of the consumer debtor." *Id.* at 1303.

(1) And remember 559.552 "In the event of any inconsistency between any provision of this part and any provision of the federal act [i.e. between FCCPA and FDCPA], *the provision which is more protective of the consumer or debtor shall prevail.*"

iii) Defendant argues this is not a "debt" b/c the sale of the eBay item (an iPad) never went through.

iv) "First, this argument looks to the wrong 'transaction'—rather than focusing on the seller-buyer relationship, the Defendants should look to the relationship between the seller and eBay. *Id.* at 1303.

v) "The Eleventh Circuit then looked at the plaintiff's relationship with Paypal, not the laptop buyer, and found that a transaction existed because the plaintiff entered into an agreement with Paypal to use Paypal's services and that the refund arose directly from the use of those services." *Id.* at 1304.

vi) Martin presented no evidence. She just tried to claim that all identity theft cases are actionable under the FDCPA and the court would not go that far.

d) The transaction where the actual debt is, it the key, and the parties in that. And not what led up to that.

i) So here we look the relationship between Baptist and Mr. DeSimone, not to the WC accident that brought him to the doctor for medical care.

ii) Mr. DeSimone sought and obtained medical care from Baptist for injuries to his body.

iii) Baptist sought to bill from him, personally, even though, Florida law does not allow it to do that.

iv) Whether it was insurance via HMO, WC, Medicare, PIP, or a referral from a friend who agreed with Baptist to pay the bill, is of no moment.

v) The transaction at stake between the parties at stake was for medical care.

vi) Who was paying and why is not controlling.

vii) And if the purpose of the transaction is personal medical care, it does not get any more personal than that.

e) In distinguishing between reimbursement and collection, the 2nd DCA in *Davis* makes a helpful argument that helps highlight that the transaction where the debt or alleged debt is created is the sole focus.

i) The claims between Sheridan Corp and the employer/carrier are part of WC for commercial debt - the E/C is reimbursing the provider for services rendered.

ii) But the claim by Sheridan against Ms. Davis, for medical debt, is consumer debt collection.

(1) The debt collection is separate and distinct and allowable under the FCCPA.

(2) It is "presumed that statutes are passed with the knowledge of existing statutes, so courts must favor a construction that gives effect to both statutes rather than construe one statute as being meaningless or repealed by implication." *Davis* at 1264.

(3) The former [WCL] regulates compensation for medical services under a government program while the latter [FCCPA] regulates debt collection practices."

(4) Better not to implicitly repeal:

(a) "When a statute like the WCL renders a debt illegitimate, that debt fulfills the first element necessary to trigger FCCPA liability. *Thus, the debts for medical services that Davis did not owe pursuant to the WCL constitutes an element of her FCCPA claims*."

**Show 559.72(4)*

10) Section 559.72(4), Florida Statutes

a) Then Baptist gets all hung up on this…

b) That states that "[i]n *collecting consumer* debts, no person shall: . . . Communicate or threaten to communicate with a debtor's employer before obtaining final judgment against the debtor."

i) The statute specifies this does not apply when the debtor "gives her or his permission in writing to contact her or his employer" or "acknowledges in writing the existence of the debt after the debt has been placed for collection." Id.

ii) The section also "does not prohibit a person from telling the debtor that her or his employer will be contacted if a final judgment is obtained." Id.

c) Defendant misconstrues section 559.72(4).

d) If an employer or its insurance carrier owes money to a health care provider—as part of its statutorily mandated obligations to pay for an injured worker's treatment—that debt is not personal to the employer or carrier. It is a business expense.

e) As supported by *Berman v. GC Services Ltd. P'ship*, which was cited by Defendant (and addressed above), an employer's obligation to pay for a state-mandated service to an employee is not "debt.

f) So, if a provider were to contact an employer to seek payment for medical treatment provided to an injured employee that the employer is obligated to pay under Florida law, the provider would not be seeking a consumer debt and section 559.72(4) would not apply.

g) The transaction there is under a statutorily mandated insurance contract, the provider provided medical treatment to a third-party. I performed my end of this insurance contract, now you pay me. Very different.

h) As stated in the first sentence, the section only arises "[i]n collection [of] consumer debts." And the parties apparently agree that an employer's obligation to pay for medical care or workers' compensation insurance for its employees, by law, is not "debt" under the FCCPA.

i) Because in that context, the debt the employer owes to the provider is not "an obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are

primarily for personal, family, or household purposes." § Fla. Stat. 559.55(6) (definition of "debt" or "consumer debt").

j) Rather, section 559.72(4) prohibits a provider from communicating or threatening to communicate with a debtor's employer, to seek payment from the employee, for a consumer debt the employee owes or allegedly owes.

11) Further, definitions and common-sense support that the medical debt Defendant seeks to collect from Mr. DeSimone is personal debt.

a) Black's Law Dictionary defines "personal" as "[o]f or affecting a person <personal injury>" and "[o]f or constituting personal property <personal belongings>." PERSONAL, Black's Law Dictionary (11th ed. 2019).

b) And it defines personal injury, in part, as: "For purposes of workers' compensation, any harm (including a worsened preexisting condition) that arises in the scope of employment." PERSONAL INJURY, Black's Law Dictionary (11th ed. 2019).

c) There can be no good-faith debate over whether Mr. DeSimone's body is personal to him. His injury is personal. The pain he feels, whether working or not, is personal. And of course, the medical treatment he receives and the medications he takes are also personal. By attempting to collect medical debt, Defendant is attempting to collect money from Mr. DeSimone for services which are personal.

d) Consider too that if Defendant sues Mr. DeSimone for this alleged debt, he would be personally named in the suit. To obtain a money judgment, Defendant or its debt collector would have to personally serve Mr. DeSimone. If judgment was entered, Defendant could obtain a judgment lien certificate and garnish Mr. DeSimone's personal bank accounts and other property. Defendants could also show up at his house with a sheriff to levy personal property. And of course, if it has not already done so, Defendant may report all of this to the credit bureaus, which would negatively affect Mr. DeSimone's personal credit.

12) Conclusion

a) Between the ample one-sided law, common sense definitions and understanding of WC and the liberal construction required in favor of the consumer debtor, this court should deny Baptist's motion.

Court Rules: MTD denied!