STATE OF MICHIGAN

COURT OF APPEALS

MAURIKA JONES and WILLIE DAVIS, III,

Plaintiffs,

and

ADVANCED SURGERY CENTER, LLC, and SOUTHEAST MICHIGAN ANESTHESIA GROUP,

Intervening Plaintiffs,

and

EQMD, INC.,

Intervening Plaintiff-Appellant,

v

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellee,

and

ROSE ATRIS,

Defendant.

UNPUBLISHED
November 23, 2021

No. 353668
Wayne Circuit Court
LC No. 18-005418-NF

Before: M. J. KELLY, P.J., and STEPHENS and REDFORD, JJ.

PER CURIAM.

Intervening plaintiff, EQMD, Inc. (EQMD), appeals as of right from the trial court's order of dismissal of this case and in its appeal challenges the trial court's decision to deny reconsideration of its order granting summary disposition in favor of defendant, State Farm Mutual Automobile Insurance Company (State Farm). We affirm.

I. FACTUAL AND PROCEDURAL BACKGROUND

EQMD's intervened in an underlying no-fault case seeking payment for services provided to plaintiffs, Maurika Jones and Willie Davis, III, during their treatment for injuries sustained in a November 2017 motor-vehicle accident. EQMD is a "pharmacy management organization" that performs "billing and collections for medications dispensed by physicians," a process that it claims "saves physician resources, assists the physician office to operate more efficiently, lowers the cost of medications to insurers, and ultimately provides a better service to patients." After plaintiffs suffered injuries in a motor-vehicle accident, they each treated with various medical providers. According to EQMD, Dr. Horst Harold Griesser, and his medical office, NextGen Pain Associates and Rehabilitation, LLC, prescribed and dispensed prescription medications to Jones. Jones had an outstanding balance of $8,421.94. Dr. Matthew Ryan Galloway and his medical office, Galloway Orthopedics, LLC, prescribed and dispensed prescription medications to Davis. Davis had an outstanding balance of $549.96.

Plaintiffs sued State Farm and Rose Atris, the individual who struck plaintiffs' vehicle. Plaintiffs alleged that State Farm refused to pay personal protection benefits owed for the treatment that they received related to the accident. Eventually, after two other service providers intervened in this action, State Farm moved for partial summary disposition. One of its motions sought dismissal of plaintiffs' claims related to EQMD's bills on the ground that EQMD lacked a proper license under the Public Health Code, MCL 333.1101 *et seq*., and its services, therefore, were not compensable under the no-fault act.

Although a nonparty at the time, EQMD responded to State Farm's motion for partial summary disposition of EQMD's bills. EQMD, relying on a letter from the Department of Licensing and Regulatory Affairs (LARA), argued, among other things, that a factual issue regarding whether EQMD had to be licensed existed precluding summary disposition. At the hearing on State Farm's motion, EQMD attempted to argue its position, but defendant objected. The trial court adjourned the hearing related to EQMD's bills and instructed EQMD to file a motion to intervene.

EQMD moved to intervene as a party plaintiff and attached a proposed complaint to its motion. After a hearing on the motion on September 27, 2019, the trial court orally granted EQMD's motion to intervene and repeatedly told EQMD that it had two weeks to file its complaint. Nearly two months later, on November 22, 2019, the trial court entered an order granting EQMD intervention. The order permitted EQMD to intervene "for the reasons stated on the record" and required it to file its intervening complaint after entry of the order.

Over a month later, on December 27, 2019, EQMD filed its intervening complaint. Several of the factual allegations, including several related to the provisioner of services to plaintiffs differed from EQMD's proposed complaint. Soon thereafter, State Farm moved for summary disposition seeking dismissal of EQMD's complaint because: (1) EQMD failed to provide any assignments of benefits from plaintiffs or the doctors; (2) EQMD could not circumvent the requirements of the no-fault act, MCL 500.3101 *et seq*., by alleging claims of unjust enrichment and account stated; (3) EQMD's claims were barred by the one-year-back rule in MCL 500.3145; (4) the trial court lacked subject-matter jurisdiction because EQMD claimed damages substantially

less than the $25,000 jurisdictional requirement of circuit courts; and (5) EQMD's complaint had been untimely filed.

EQMD opposed State Farm's motion and at the hearing the trial court rejected State Farm's arguments related to subject-matter jurisdiction and the one-year-back rule. The trial court issued a written opinion regarding the remaining issues raised by State Farm and granted its motion. The trial court found that, although EQMD demonstrated "at least a question of fact with regard to . . . its licensing by providing the LARA letter, it is undisputed that EQMD's services are not a No-Fault benefit provided for the care, recovery, or rehabilitation of an injured person." The trial court based its conclusion on: (1) EQMD's assertions that it provides software to doctors; (2) Gregory May, EQMD's President's testimony indicating that the company had nothing to do with an injured person's care and that its clients are the doctors; (3) EQMD's admission in its response brief that it was "not a reasonably necessary product, service, or accommodation for an injured person's care, recovery, or rehabilitation . . . ;" and (4) the lack of evidence of a contract with State Farm or plaintiffs. The trial court concluded, therefore, "that EQMD does not provide a compensable No-Fault benefit" and dismissed with prejudice EQMD's claims against State Farm.

The trial court also granted State Farm summary disposition of EQMD's claims based upon the doctrine of laches. The trial court found that EQMD "delayed asserting its legal right to file its Complaint after intervention." The trial court noted that "three months passed before [EQMD's] Complaint was filed just 17 days before trial and on a Friday during a holiday period." Meanwhile, the other parties to the litigation "actively worked to reach a resolution." The trial court concluded that EQMD's actions were prejudicial to State Farm because it "would have had to prepare for and conclude a trial before the time allowed to file responsive pleadings, preventing" an opportunity for State Farm "to build a defense." Further, the trial court stated that although EQMD asserted that no need existed for "discovery, EQMD is not in a position to dictate Defendant's defense or trial strategy." Thus, the trial court dismissed EQMD's claims.[1] EQMD unsuccessfully moved for reconsideration. This appeal followed.

II. ANALYSIS

A. RECONSIDERATION

1. PRESERVATION AND STANDARD OF REVIEW

"For an issue to be preserved for appellate review, it must be raised, addressed, and decided by the lower court." *Mouzon v Achievable Visions*, 308 Mich App 415, 419; 864 NW2d 606 (2014) (quotation marks and citation omitted). When an issue is first raised in a motion for reconsideration, it is not properly preserved. *Arabo v Mich Gaming Control Bd*, 310 Mich App 370, 404-405; 872 NW2d 223 (2015). However, this Court "may overlook preservation requirements . . . if the issue involves a question of law and the facts necessary for its resolution have been presented." *Smith v Foerster-Bolser Const, Inc*, 269 Mich App 424, 427; 711 NW2d

[1] The trial court also granted summary disposition of EQMD's claims for unjust enrichment and account stated. However, EQMD does not challenge this aspect of the trial court's decision. Therefore, we need not address it.

421 (2006). EQMD raised its argument that it timely sought to intervene in this matter in its responsive brief and, therefore, properly preserved the issue for appellate review. EQMD, however, raised for the first time in its motion for reconsideration its argument that it timely filed its complaint within 20 business days after entry of the order granting intervention. Thus, to the extent this argument is raised on appeal, it is unpreserved for appellate review.

"This Court reviews for an abuse of discretion a trial court's ruling on a motion for reconsideration." *Sanders v McLaren-Macomb*, 323 Mich App 254, 264; 916 NW2d 305 (2018). This Court also reviews for an abuse of discretion a trial court's decision on a motion to intervene. *State Treasurer v Bences*, 318 Mich App 146, 149; 896 NW2d 93 (2016). "[A]n abuse of discretion occurs only when the trial court's decision is outside the range of reasonable and principled outcomes." *Sanders*, 323 Mich App at 264.

"On appeal, a trial court's grant or denial of summary disposition is reviewed de novo." *Hines v Volkswagen of America, Inc*, 265 Mich App 432, 437; 695 NW2d 84 (2005). The trial court's February 18, 2020 opinion and order referenced MCR 2.116(C)(8) and (C)(10), but does not state under which subrule it granted summary disposition. When a trial court considers "documentary evidence beyond the pleadings" and does not specify under which subrule it granted summary disposition, "we construe the motion as having been granted pursuant to MCR 2.116(C)(10)." *Cuddington v United Health Servs, Inc*, 298 Mich App 264, 270; 826 NW2d 519 (2012).

> A motion under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. In evaluating a motion for summary disposition brought under this subsection, a trial court considers affidavits, pleadings, depositions, admissions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion. Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law. [*Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999) (citations and quotation marks omitted).]

"Equitable issues are reviewed de novo, including equitable defenses such as laches." *Stock Bldg Supply, LLC v Crosswinds Communities, Inc*, 317 Mich App 189, 199; 893 NW2d 165 (2016). "We review for clear error the findings of fact supporting the trial court's equitable decision." *Twp of Yankee Springs v Fox*, 264 Mich App 604, 611; 692 NW2d 728 (2004). "A finding is clearly erroneous where this Court is left with a definite and firm conviction that a mistake has been made." *Adanalic v Harco Nat'l Ins Co*, 309 Mich App 173, 194-195; 870 NW2d 731 (2015) (quotation marks and citation omitted).

This Court reviews unpreserved issues for plain error affecting a party's substantial rights. *Rivette v Rose-Molina*, 278 Mich App 327, 328; 750 NW2d 603 (2008). " 'To avoid forfeiture under the plain-error rule, three requirements must be met: (1) an error must have occurred; (2) the error was plain, i.e., clear or obvious, and (3) the plain error affected substantial rights.' " *Kern v Blethen-Coluni*, 240 Mich App 333, 336; 612 NW2d 838 (2000), quoting *People v Carines*, 460 Mich 750, 763; 597 NW2d 130 (1999). "[A]n error affects substantial rights if it caused prejudice, i.e., it affected the outcome of the proceedings." *Lawrence v Mich Unemployment Ins Agency*,

320 Mich App 422, 443; 906 NW2d 482 (2017) (alteration in original, citation and quotation marks omitted).

2. LACHES

EQMD argues that the trial court abused its discretion by denying reconsideration of its decision to grant summary disposition on the ground of laches. We disagree.

MCR 2.119(F)(3) states:

> Generally, and without restricting the discretion of the court, a motion for rehearing or reconsideration which merely presents the same issues ruled on by the court, either expressly or by reasonable implication, will not be granted. The moving party must demonstrate a palpable error by which the court and the parties have been misled and show that a different disposition of the motion must result from correction of the error.

"MCR 2.119(F)(3) requires the party moving for reconsideration to 'demonstrate a palpable error by which the court and the parties have been misled and show that a different disposition of the motion must result from correction of the error.' " *Sanders*, 323 Mich App at 264, quoting MCR 2.119(F)(3).

EQMD appears mistaken about the trial court's decision regarding timeliness. The trial court did not reverse its previous decision to allow EQMD to intervene based on timeliness. Rather, the trial court's February 18, 2020 order granted summary disposition of EQMD's claims, in part, because EQMD did not timely file its intervening complaint and concluded the doctrine of laches barred EQMD's claims. The trial court did not deny EQMD intervention. The record reflects no order reversing or vacating the November 22, 2019 order granting EQMD's request to intervene. To the extent EQMD argues that the trial court engaged in a "self-reversal of the original grant of intervention," EQMD is mistaken.

EQMD also appears to challenge the trial court's denial of reconsideration of its decision to dismiss the complaint based on the doctrine of laches. EQMD asserts that the trial court misapplied that doctrine. We disagree.

The laches doctrine "requires the passage of time combined with a change in condition that would make it inequitable to enforce the claim against the defendant." *Williamstown Twp v Sandalwood Ranch, LLC*, 325 Mich App 541, 553; 927 NW2d 262 (2018) (quotation marks omitted). To be entitled to relief under the laches doctrine, "the complaining party must establish prejudice as a result of the delay. Proof of prejudice is essential." *Id.* (quotation marks omitted). "A party guilty of laches is estopped from asserting a right it could have and should have asserted earlier." *Home-Owners Ins Co v Perkins*, 328 Mich App 570, 589; 939 NW2d 705 (2019) (quotation marks omitted). "Typically, laches is an equitable tool used to provide a remedy for the inconvenience resulting from the plaintiff's delay in asserting a legal right that was practicable to assert." *Id.* (quotation marks, citation, and alteration omitted).

In its motion for summary disposition related to the timeliness of EQMD's complaint, State Farm argued that several months passed between the hearing at which the trial court indicated

EQMD had two weeks to file its intervening complaint and the date it actually filed that complaint. State Farm asserted that it would be "severely prejudiced" if EQMD's claim proceeded because additional discovery would be necessary as EQMD's complaint made "quite different" allegations from the proposed complaint attached to its motion to intervene. Most notably, the proposed complaint alleged EQMD itself provided services to plaintiffs, whereas, the complaint actually filed alleged doctors provided the services, not EQMD. The trial court concluded that three months passed before EQMD filed its complaint with trial a mere 17 days away. The trial court found EQMD's delay essentially prejudicial to State Farm by causing it to "prepare for and conclude a trial before the time allowed to file responsive pleadings," depriving State Farm of the opportunity to "build a defense." Further, despite EQMD's claim that the parties needed no additional discovery, the trial court stated that EQMD could not "dictate [d]efendant's defense or trial strategy."

Under the circumstances presented in this case, the trial court did not plainly err by applying the laches doctrine and granting summary disposition of EQMD's claims to State Farm. At the September 27, 2019 hearing, the trial court repeatedly told EQMD's attorney he had two weeks to file EQMD's intervening complaint. EQMD failed to do so. Although courts speak through their written orders, not oral statements, *Arbor Farms, LLC v GeoStar Corp*, 305 Mich App 374, 387; 853 NW2d 421 (2014), the November 22, 2019 order granted the motion to intervene "for the reasons stated on the record." The trial court's directives from the September 27, 2019 hearing, therefore, were incorporated into the November 22, 2019 order. Further, even if the November 22, 2019 order is the point of reference for purposes of determining the "passage of time" required for application of the laches doctrine, the two-week requirement from the trial court's directive at the September 27, 2019 hearing applied from the November 22, 2019 order, establishing EQMD's deadline for filing its intervening complaint as December 6, 2019. The record reflects that EQMD failed to file its complaint until December 27, 2019, 21 days beyond the deadline and a mere 17 days before the scheduled trial.

Moreover, EQMD controlled the late entry of the order granting intervention. In its motion for summary disposition regarding the timeliness of the complaint, State Farm asserted that "EQMD did not file an order [granting intervention] for nearly two months . . . ." In its response to State Farm's motion, EQMD indicated that it submitted the order granting intervention "under the 7-day rule, for reasons made clear above . . . ." EQMD, however, did not explain those "reasons." The record indicates only that State Farm refused to stipulate to intervention *before* EQMD moved to intervene. Such conduct, however, does not establish a reason for the delay in filing the order granting intervention after the trial court heard and granted the motion with specific timing requirement for filing its complaint. Further, in its supplemental brief in support of reconsideration, EQMD attempted to blame State Farm for the late entry of the November 22, 2019 order because State Farm "declined to negotiate with EQMD lawyers, or even consider its position" based on a January 30, 2020 e-mail. That e-mail EQMD relies upon, however, relates to supplemental authority EQMD discovered and believed supported its opposition to summary disposition. The January 30, 2020 e-mail had nothing to do with entry of the November 22, 2019 order granting intervention. Thus, EQMD failed to establish that State Farm bore fault for the late entry of the November 22, 2019 order. Submission of that order for entry had been wholly within EQMD's control and the record contains no justifiable reason for the extensive delay in its submission for entry or EQMD's further delay in filing its complaint.

State Farm also sufficiently demonstrated prejudice from EQMD's late filing of its intervening complaint. State Farm asserted that, because of the discrepancies between EQMD's proposed complaint (attached to its motion to intervene) and the complaint it actually filed, State Farm needed additional discovery and would have had to subpoena additional witnesses to adequately prepare a defense for a trial a mere 17 days away. EQMD claims that State Farm caused the delay in filing its complaint by "dilatory tactics" and "resistance" from State Farm. EQMD, however, provided no evidence supporting such claims. Therefore, the trial court did not plainly err in applying the laches doctrine to bar EQMD's claims.

B. LICENSING REQUIREMENT

EQMD argues the trial court improperly granted summary disposition when it found EQMD provided unlicensed services under the Public Health Code, MCL 333.17748, and that its services were rendered unlawfully and, therefore, were noncompensable under the no-fault act, MCL 500.3157. We disagree.

"We review de novo questions of statutory interpretation." *Hayford v Hayford*, 279 Mich App 324, 325-326; 760 NW2d 503 (2008). "The primary goal of statutory interpretation is to ascertain and give effect to the intent of the Legislature . . . ." *Tevis v Amex Assurance Co*, 283 Mich App 76, 81; 770 NW2d 16 (2009). "If the language is clear and unambiguous, this Court must enforce the statute as written. . . . Unless defined by statute, words and phrases are to be given their plain and ordinary meaning, and this Court may consult a dictionary to determine that meaning." *Tree City Props LLC v Perkey*, 327 Mich App 244, 247; 933 NW2d 704 (2019) (citations omitted).

Under MCL 500.3157(1):

> [A] physician, hospital, clinic, or other person that lawfully renders treatment to an injured person for an accidental bodily injury covered by personal protection insurance, or a person that provides rehabilitative occupational training following the injury, may charge a reasonable amount for the treatment or training. The charge must not exceed the amount the person customarily charges for like treatment or training in cases that do not involve insurance.

A "person," as used in MCL 500.3157, "includes, but is not limited to, an institution." MCL 500.3157(15)(h). "[T]he Legislature intended that only treatment lawfully rendered, including being in compliance with licensing requirements, is subject to payment as a no-fault benefit." *Cherry v State Farm Mut Auto Ins Co*, 195 Mich App 316, 320; 489 NW2d 788 (1992). Thus, "[i]f the treatment was not lawfully rendered, it is not a no-fault benefit and payment for it is not reimburseable." *Id.*

The Public Health Code mandates that "to do business in this state, a pharmacy, manufacturer, or wholesale distributor, or wholesale distributor-broker, whether or not located in this state, must be licensed under this part." MCL 333.17748(1). "Manufacturer" is defined as:

> a person that prepares, produces, derives, propagates, compounds, processes, packages, or repackages a drug or device salable on prescription only, or otherwise changes the container or the labeling of a drug or device salable on prescription

> only, and that supplies, distributes, sells, offers for sale, barters, or otherwise disposes of that drug or device and any other drug or device salable on prescription only, to another person for resale, compounding, or dispensing. [MCL 333.17706(1).]

"Wholesale distributor" is defined in relevant part as:

> a person, other than a manufacturer or wholesale distributor-broker, that supplies, distributes, sells, offers for sale, barters, or otherwise disposes of, to other persons for resale, compounding, or dispensing, a drug or device salable on prescription only that the distributor has not prepared, produced, derived, propagated, compounded, processed, packaged, or repackaged, or otherwise changed the container or the labeling of the drug or device. [MCL 333.17709(7).]

Despite EQMD's claim, that the trial court erred in determining EQMD had to acquire a pharmaceutical license, the trial court made no such determination. Indeed, the record reflects that the trial court found EQMD's submission of the February 21, 2019 LARA letter[2] created "at least a question of fact with regard to . . . its licensing . . . ." Thus, EQMD's argument lacks merit. Even so, we conclude the trial court erred in finding that the LARA letter created a genuine issue of material fact regarding the licensing issue. Contrary to EQMD's assertion, and the trial court's finding of a factual issue, the LARA letter fails to demonstrate that EQMD had no obligation to obtain a license under MCL 333.17748. Rather, the LARA letter simply indicated that LARA could not conclude that EQMD violated the Public Health Code. Therefore, the LARA letter is insufficient to create a genuine issue of material fact as to whether EQMD must be licensed under the Public Health Code.

In support of its motion for partial summary disposition, State Farm presented evidence from EQMD's website that EQMD "offer[s] a line of custom compounded topicals" and provides physicians with various medications through a mail-order program. State Farm asserted that the statement on EQMD's website established that EQMD qualified as a "manufacturer" for licensing purposes because it offered for sale at least one drug to another person for dispensing. State Farm also argued that EQMD qualified as a "wholesale distributor" as demonstrated by EQMD's bills related to plaintiffs, and the assertions on its website. State Farm contended that EQMD had to be licensed for pharmaceutical involvement and, because it lacked such license, its services were not lawfully rendered and were not compensable under the no-fault act.

Aside from the LARA letter, EQMD presented nothing refuting the evidence that EQMD offered "compounded topical[]" products on its website. EQMD argued that it did not qualify as a "manufacturer" under the Public Health Code, and that, "[a]t most, EQMD's website language is suggesting that it has the ability to suggest medication management and logistical solutions to physicians but makes no representation that EQMD actually buys or sells the products." EQMD

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[2] The letter states, in relevant part: "In response to the Complaint you [Farm Bureau Insurance Company of Michigan] filed against [EQMD], after a thorough review of your Complaint and an investigation conducted by a bureau investigator, a violation of the Public Health Code could not be established."

also asserted that a "significant legal distinction" existed "between this national company's website language and the services it performs in Michigan" and performed in this case. None of these statements are supported by evidence. Regarding whether it constitutes a "wholesale distributor," EQMD contends, again without evidentiary support, that it does not purchase or sell medications and simply assists physicians with EQMD's "sophisticated computer system in ensuring that the physician has adequate medications and amounts in the physician's in-office pharmacy." Even assuming EQMD's website merely served as an advertisement, as EQMD claims, the website clearly stated that EQMD "offer[s] a line of custom compounded topicals . . . to help further manage your patients' pain." The trial court erred in concluding that the LARA letter created a factual issue regarding whether EQMD had to be licensed. Further, EQMD failed to rebut State Farm's evidence that EQMD offered topical compounds for sale on its website. Accordingly, EQMD failed to establish that it did not serve as a manufacturer or wholesale distributor requiring licensure in Michigan, and summary disposition would have been proper on this ground.

C. COMPENSABILITY OF EQMD'S SERVICES

EQMD argues that the trial court erroneously concluded that its services were not compensable under the no-fault act. We disagree.

Under MCL 500.3107(1)(a), no-fault benefits include "[a]llowable expenses consisting of reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation." For an allowable expense to be compensable, three requirements must be met: (1) the charge must be reasonable, (2) the expense must be reasonably necessary, and (3) the expense must be incurred. *Nasser v Auto Club Ins Ass'n*, 435 Mich 33, 50; 457 NW2d 637 (1990). The burden of proving the reasonable necessity of a service lies with the plaintiff. *Id.* "An expense is 'reasonably necessary' if (1) it is objectively reasonable and (2) it is necessary for the insured's care, recovery, or rehabilitation." *ZCD Transp, Inc v State Farm Mut Auto Ins Co*, 299 Mich App 336, 342; 830 NW2d 428 (2012).

The trial court concluded that EQMD's services were "not a No-Fault benefit provided for the care, recovery, or rehabilitation of an injured person." The trial court based its determination on EQMD's admission that it provides software to doctors, and the testimony from May, EQMD's president, admitting that "the company has nothing to do with an injured person's care and that its clients are the doctors." The trial court also noted EQMD's admission in its response brief that its services were not a reasonably necessary product, service, or accommodation for an injured person's care, recovery or rehabilitation.[3] May's testimony, and EQMD's own admission

[3] EQMD's responsive brief stated:

> State Farm again misses the mark, alleging now that EQMD is "not providing patients with reasonably necessary products, services or accommodation for an injured person's care, recovery or rehabilitation as required by MCL 500.3157.["] *Id*. at pg 4 [sic]. *This is true*. EQMD is billing for services and products that were reasonably necessary etc. on behalf of the service provider–EQMD is not a service provider itself, but a biller/collector.

precluded a finding that EQMD's bills were "reasonably necessary" as articulated by *ZCD Transp, Inc*, 299 Mich App at 342. Although EQMD asserts that Dr. Griesser and Dr. Galloway lawfully rendered treatment to plaintiffs, and that it served as a bill collector on their behalf, EQMD failed to provide evidence of that relationship with the doctors. Further, EQMD failed to attach any sort of assignment from the doctors or plaintiffs allowing EQMD to collect those bills. Given EQMD's admissions, and the testimony of its president, EQMD failed to carry its burden of proving the reasonable necessity of its service or that it provided such for an injured person's care, recovery, or rehabilitation. Accordingly, the trial court did not err in concluding that EQMD did not provide a compensable no-fault benefit and correctly granted State Farm summary disposition and also did not abuse its discretion by denying EQMD's motion for reconsideration.

Affirmed.

/s/ Michael J. Kelly
/s/ Cynthia Diane Stephens
/s/ James Robert Redford