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**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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BRUCE RUBEN, M.D., PC,

Plaintiff-Appellant,

v

ALLSTATE INSURANCE COMPANY,

Defendant-Appellee.

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UNPUBLISHED  
February 21, 2019

No. 343163  
Oakland Circuit Court  
LC No. 2016-153327-CZ

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

PER CURIAM.

Plaintiff Bruce Ruben, M.D., PC, is a healthcare provider. Between May 27 and July 27, 2015, Ruben treated Pascal Brown for auto-accident-related injuries. In June 2016, Ruben filed this lawsuit against Allstate Insurance Company seeking payment of Brown’s outstanding medical bills.

On May 25, 2017, the Supreme Court issued its opinion in *Covenant Med Ctr v State Farm Mut Auto Ins Co*, 500 Mich 191, 217-218; 895 NW2d 490 (2017), holding that a healthcare provider “simply has no statutory cause of action of its own to directly sue a no-fault insurer.” To avoid summary disposition under *Covenant*, on June 21, 2017, Brown assigned his rights to Ruben. Shortly thereafter, the circuit court allowed Ruben to amend his complaint to reflect the assignment. The amended complaint was filed in August 2017.

Allstate moved for summary disposition, arguing that the amended complaint was actually a “supplemental pleading.” Further, Allstate urged the supplemental pleading did not relate back to the original complaint, thereby barring Ruben’s claim under MCL 500.3145(1), the no-fault act’s one-year-back rule. The trial court agreed with Allstate and granted summary disposition under MCR 2.116(C)(10), ruling in relevant part that the one-year-back rule barred all of Ruben’s claims that arose after June 21, 2016, one year before the date of the assignment. Ruben now appeals.

In May 2018, this Court issued a split decision in *Jawad A Shah, MD, PC v State Farm Mut Auto Ins Co*, 324 Mich App 182; 920 NW2d 148 (2018), lv pending. The *Shah* majority held that although an amended complaint relates back to the date of the original pleading under

MCR 2.118(D), a supplemental pleading does not. *Id.* at 203-204. The amended complaint filed in *Shah*, as here, asserted a claim for no-fault benefits advanced by healthcare providers who had obtained assignments of the injured party's rights. According to the *Shah* majority, the amended complaint actually qualified as a supplemental pleading, eliminating the providers' right to rely on the relation-back doctrine to preserve the timeliness of their claims. *Id.* at 204-205. Judge Shapiro partially dissented in *Shah*. In Judge Shapiro's view, the date of the initial complaint controls the timeliness of a claim for first-party no-fault benefits. *Id.* at 219-220 (SHAPIRO, J., dissenting).

We are bound by the majority opinion in *Shah*. Because Ruben's medical care was provided in 2015, and the assignment was executed in 2017, the one-year-back rule bars all of Ruben's claims.

We affirm.

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