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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION

ELIAS MAKERE, FSA, MAAA

Plaintiff

v.

ALLSTATE INSURANCE COMPANY,

Defendant

)
)
)
)
)
)
)

Case No (LT)
3:20-cv-00905-MMH-LLL

**PLAINTIFF'S RESPONSE IN OPPOSITION TO
DEFENDANT'S MOTION FOR EXTENSION**

Plaintiff, ELIAS MAKERE, on this 19th day of November 2021,
respectfully asks this Honorable Court to deny "*Defendant's Motion for
Extension of Time...*" (Doc No 76; 11/17/21) (hereinafter "That Motion").

Key Points:

- A.) Grounds Harmful Delay.
B.) Points Uncorroborated/Debunked Claims.

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*the GM's tales extend its extended nose - like Pinocchio/
it made an empty claim that the deadline would toss it overboard/*

*who knows? in fact, it could be snowboarding at the Poconos/
or – perhaps – unboarded at the beach; relaxing in some open-toes/*

*who knows? it might lie there until black's comatose/
well, the chess board is timed so GM's request is inappropriate, no? //*



Background:	Defendant faces charges for making lies of material fact
Problem:	Defendant's request to delay answering will harm Plaintiff
Request:	This Court denies Defendant's request

Rule 1 | Fed. R. Civ. P. | Scope and Purpose

"[these Rules of Civil Procedure] should be construed... to secure the just, speedy, and inexpensive determination of every action and proceeding."

Rule 1.01 | USFLMD Local Rules | Purpose, Scope and Definitions

"(a) PURPOSE. These rules advance efficiency, consistency, convenience, and other interests of justice."

Precedence

- 2:18-mc-00005-SPC-CM - USFLMD (4/19/18)
- 2:19-cv-00109-SPC-NPM - USFLMD (9/9/20)
- 2:20-cv-00746-SPC-NPM - USFLMD (4/6/21)
- 3:19-cv-00915-MMH-PDB - USFLMD (8/31/20)
- 8:14-cv-00120-VMC-TGW - USFLMD (7/23/18)
- 8:20-cv-02667-KKM-AEP - USFLMD (1/13/21)

USFLMD recently denied motions for extensions of time

Abbreviations

- 4DCA - Florida's Fourth District Court of Appeal
- DOAH - Division of Administrative Hearings
- FCHR - Florida Commission on Human Relations
- FS - Florida Statute
- USFLMD - US District Court, Florida, Middle District

RESPONSE

I. Pertinent History

1. On August 12, 2020, Plaintiff initiated this lawsuit; suing Defendant under both federal and state law (42 USC §1981, §760 FS). {Doc No 1}
 - a. Note: prior to this action, the parties spent over 454 days languishing in a state administrative agency (DOAH).
2. Seven days later (8/19/20), this District Court designated this case as a Track Two case (with a desired completion window of 12-18 months). {Doc No 3}
3. On December 15, 2020, Plaintiff requested endorsement of a subpoena to the Society of Actuaries (“SOA”); a non-party. {Doc No 26}
4. On January 14, 2021, this tribunal stayed discovery {Doc No 39}.
5. On May 21, 2021, Defendant filed a document {#53} which became the subject of Plaintiff’s Motion for Sanctions {#59}. The sanctions motion was based on the same material lie that prompted Plaintiff’s Motion in Limine. {#60}
6. On October 13, 2021, this Court granted Plaintiff’s leave to amend his complaint. {70}

7. At 12:35 am EST on November 6, 2021, Plaintiff filed his Full Verified Complaint; thereby attaching every charge {#73}. One such charge (42 USC §1985) stemmed from Defendant's willful decision to perpetrate a fraud upon this court (please see ¶5, *supra*).
8. Eleven days later – on November 17, 2021 – Defendant filed That Motion; asking for more time to file a responsive pleading.

II. Direct Rebuttal

9. First, Defendant stated that Plaintiff would not be prejudiced by an extension:

“5. No party will be prejudiced by the Court granting this request.”

– Allstate Insurance Company | ‘That Motion’ | 11/17/21

10. This statement was false; and Defendant knew it was false.
 - a. Plaintiff told Defendant that an extension would harm Plaintiff's case (see **Exhibit A**). He did so one day before Defendant filed That Motion.
 - b. As Plaintiff has detailed throughout this case, any further delay will increase the amount of evidence destruction that certain subjects will employ {Doc 36 at 29a}. Specifically, Plaintiff believes that Defendant will destroy evidence; he believes that the SOA will

destroy evidence (§3 *supra*); and he believes other non-parties will also destroy evidence.

11. Second, Plaintiff hereby states that an extension will only afford Defendant greater leeway to conjure up more lies & fantasies.

a. As the record shows, Defendant proffered its massive lie 282 days into this action (§5, *supra*). Upon Plaintiff's recollection, that was the first time Defendant perpetrated that fraud upon this Court. Thus, Defendant's lies have only gotten more depraved as this case has gone on.

b. Plus, as the state administrative record shows, Defendant corrupted more entities the last time it was given an extension to respond.

i. In Summer 2018, DOAH gave Defendant 3 additional months to prepare for a hearing; doing so after the revelation of Defendant's textbook guilt {see Doc No 73 at 44-46, 130}. Doing so – importantly – after prohibiting Plaintiff from obtaining crucial discovery (ie, after tying Plaintiff's hands).

ii. Approximately nine (9) months after that extension, Defendant's deceit materialized in the form of a perjured recommended order {#73 at 94b}.

1. Perjury which amounted to a state hearing officer stating – profusely – that Plaintiff never charged Defendant with sex discrimination. Contradicted by the fact that all public records showed that he did; and contradicted by the fact that that very same hearing officer previously acknowledged that he did.

2. A ‘massive lie’ that Defendant has since attempted to perpetuate into this federal court (§5 *supra*).

iii. All in all, that DOAH proceeding took 454 days. Which is longer than 95% of similar cases; and more than twice the average (185 days; please see **Exhibit B**).

c. So, when given more time Defendant engages in more lies & corruption. {#73 at 125-129}

12. Third, Plaintiff hereby states in the affirmative that Defendant’s request is a dilatory tactic borne out of bad faith. Especially considering its refusal to substantiate its own claim (**Exhibit A**). And particularly in light of the fact that this case has already crossed this Court’s first desired completion month (§2, *supra*).

13. Thus, Defendant’s claim of a harmless good faith extension is disproven by facts, stats, and its own *modus operandi*.

III. Argument Against an Extension of Time

14. This Honorable Court should deny That Motion because Defendant failed to show good cause.

15. In Noftz v Holiday CVS, 6:17-cv-1638 this Court explained that extension requests must show good cause:

“The burden of establishing good cause / diligence rests squarely on the party seeking relief from the scheduling order.”

– Noftz v Holiday CVS, 6:17-cv-1638 (USFLMD; 7/2/18)

16. In US v Hilton, 3:13-cr-30-MMH, this Court explained that movants must satisfy this burden with evidence (highlights added):

“Although Hilton alleges that he has various medical conditions (or takes medication for various conditions), he has failed to produce any documentation to verify these claims. The lack of supporting evidence matters...

But even assuming the truth of Hilton’s allegations, he still has not established extraordinary and compelling reasons. None of the medical conditions that Hilton points to – hypothyroidism, enlarged prostate, high cholesterol, etc. – has been identified by the Centers for Disease Control (CDC) as a risk factor for severe illness from Covid-19...

1. Defendant Ervin Hilton’s Motion for Extension of Time (Doc. 89) is **DENIED AS MOOT.**”

– US v Hilton, 3:13-cr-00030-MMH-PDF (USFLMD; 7/24/20)

17. In Fleming v Fleming, 710 So. 2d 601, 603 (Fla. 4th DCA 1998), Florida's Fourth District Court of Appeals established the standard of review for an extension request (highlights added):

“Factors to be considered in determining whether the trial court abused its discretion in denying the motion for continuance include whether the denial of the continuance creates an injustice for the movant; whether the cause of the request for continuance was unforeseeable by the movant and not the result of dilatory practices; and whether the opposing party would suffer any prejudice or inconvenience as a result of a continuance.”

– Fleming v Fleming, 710 So. 2d 601 (Fla. 4th DCA 1998)

18. In short, there are three factors for this Court to consider:

- (1) Injustice to Defendant (upon denial);
- (2) Unforeseeable need for continuance; and
- (3) Prejudice to Plaintiff

In the instant case, each factor falls against Defendant's request.

19. For one, Defendant will not suffer any injustice if this Court denies its extension request. Here are three central reasons:

- a. Defendant never claimed that it would suffer injustice;
- b. No injustice is possible because Defendant's responsive pleading can be amended/regurgitated (Rule 15 Fed. R. Civ. P.); and
- c. Plaintiff hereby states in the affirmative that Defendant will not suffer any injustice if this Court denies That Motion.

20. Secondly, Defendant did not have an unforeseeable need for an extension. For three main reasons:

a. Defendant – once again – never claimed that the additional time was unforeseeable.

i. Its only rationale was that it had other deadlines (a claim that “*lack[ed] supporting evidence*”). Importantly, Defendant never claimed that those ‘other deadlines’ were unexpected.

b. Defendant waited 11 days to ask for more time. Eleven days, of course, was 52% into the twenty-one (21) day response window^{1/}.

i. Every day that Defendant waited eroded the credibility of its claim.

c. Plaintiff hereby states in the affirmative that Defendant did not have an unforeseeable need for an extension.

21. Third, Plaintiff will be harmed by an extension (please see ¶9-13, *supra*).

22. Thus, after evaluating all three factors, this Court should deny That Motion.

IV. Additional Notes

23. As further illustration, That Motion noted that Plaintiff “added several new counts”. Indeed, Plaintiff did add a count for the fraud which Defendant perpetrated upon this Court.

- a. In Plaintiff's May 7, 2021 Motion to Amend {#51}, he explained that he did not foresee any additional amendments "*save for Court order or the discovery of new evidence*". As described, Defendant's demonstrable lie of material fact produced that 'new evidence' (§5).
 - b. Defendant vomited that new evidence forward just 14 days after Plaintiff requested leave to amend. It did so in its very next court filing.
 - c. So, as soon as Plaintiff indicated that he would tie his own hands Defendant went back on the attack; a lâ Summer 2018 (§11b).
24. Lastly, Defendant also noted that Plaintiff's Full Verified Complaint was filed on November 6th instead of November 5th. This was due to an unforeseen hand injury. An injury that heavily reduced his ability to type. An injury which – unlike Defendant's purported deadline infirmity – is supported by evidence (**Exhibit C**) and an affidavit (**Affidavit**).
- a. Please allow the facts & evidence to show that Plaintiff's actions stand in clear contrast to those of Defendant.
25. May the facts & evidence also lay bare the contrast that That Motion has with good cause. A motion that this Honorable Court is well-positioned to deny.

CONCLUSION

WHEREFORE, Plaintiff respectfully asks this Honorable Court to deny “*Defendant’s Motion for Extension of Time...*” (Doc No 76; 11/17/21) (ie ‘*That Motion*’).

Dated this 19th day of November 2021.

Respectfully submitted,

/s/ Elias Makere

ELIAS MAKERE, FSA, MAAA, Plaintiff

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W: TextBookDiscrimination.com

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CERTIFICATE OF COMPLIANCE

I certify that the size and style of type used in this document is Century Schoolbook 13-point font (contents); thus complying with the font requirements of Local Rule 1.08.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of November 2021, I electronically filed the foregoing with the Clerk of Courts by using its online filing page.

/s/ Elias Makere

Endnotes:

^{1/} per Rule 12(a)(1) Fed. R. Civ. P.

Note: 11 Days = That Motion's Filing Date
(11/17/21) minus Verified Complaint Filing Date
(11/6/21).

Electronic Copy: (text-searchable)

TextBookDiscrimination.com/Files/USFLMD/20000905_GRSP_20211121_232216.pdf

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(defendant's trial lawyers)

EXHIBIT A

Email

Plaintiff Informing Defendant That 'That Motion' Would Prejudice
Plaintiff's Case

11/16/2021
(ie, the day before That Motion)

{highlights added}

From: justice.actuarial@gmail.com
To: KDoud@littler.com; MRamos@littler.com; MFilmore@littler.com; LShelnut@littler.com
Sent: Tuesday, November 16, 2021, 5:32 PM
Subject: RE: Makere v. Allstate, Case No. 3:20-cv-00905: Request for Extension to Respond to Third Amended Complaint

Dear Allstate,

Unfortunately, you have failed to provide anything to substantiate your claims of “*pre-existing deadlines and obligations*”. So, coupled with your long-pronounced commitment to telling massive lies **I do not believe you.**

Importantly, I believe your attempts at extending your due date will prejudice my case (a legal action that’s been going on for 4.5 years already).

If – perhaps – you end up providing the Court with meaningful information in your prospective motion then I might agree to your motion.

Thus, my stance is as follows:

- *Plaintiff cannot agree to Defendant’s motion because (a) Defendant has refused to substantiate its claim; and (b) the extension would prejudice Plaintiff’s case. Plaintiff, however, might agree to Defendant’s motion if-and-only-if Defendant provides the court with facts to substantiate its claims of “pre-existing deadlines and obligations.”*

May you please relay my stance to the court.

Thank you,

Elias Makere, FSA, MAAA | Civil Litigant
Federal Case No.: 3:20-cv-00905-MMH-JRK | (Allstate, USFLMD)
State Case No.: 2020-CA-003802-XXXX | (Allstate, Duval)
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Ancient Proverb: For every wrong there is a right.

EXHIBIT B

Statistical Summary & Raw Data on FCHR-DOAH Case Lengths

Source: Public Record (doah.state.fl.us)

Date Range: 2010-Present

Author: Plaintiff

Date Performed

11/20/2021

Raw Data:

TextBookDiscrimination.com/Data/Cases/Allstate_4r_R007.xml

STATISTICAL SUMMARY ON FCHR-DOAH CASE LENGTHS

(1)	Number of Cases Examined:	705
(2)	Average:	185
(3)	Standard Deviation:	118
(4)	Shortest Case:	19
(5)	Longest Case:	806
(6)	Number of Cases Less than 454 Days Long:	672
(7)	Percent of Cases Less than 454 Days Long:	95%

Notes:

An "FCHR-DOAH" case is a case that the FCHR transmitted to DOAH.

FCHR = Florida Commission on Human Relations

DOAH = Division of Administrative Hearings (Florida)

"Case Length"

The number of days that passed between the case's initiation and the case's recommended order.

Date Range

Every FCHR-DOAH case docketed from 1/1/10 through 10/31/21

- (1) The total number of FCHR-DOAH cases in the date range.
- (2) The arithmetic mean of the case lengths (rounded)
- (3) The standard deviation of the case lengths (rounded)
- (4) The minimum case length in the batch
- (5) The maximum case length in the batch
- (6) The number of cases with case lengths less than 454 days
- (7) Item (6) in percent form

RAW DATA ON FCHR-DOAH CASE LENGTHS

SHEET 1 OF 6

CaseNo	Start	End	Days
10-000065	1/11/10	5/27/10	136
10-000327	1/20/10	4/27/11	462
10-000518	2/3/10	2/2/11	364
10-000533	2/5/10	6/18/10	133
10-000638	2/10/10	7/13/10	153
10-000955	2/23/10	1/28/11	339
10-000956	2/23/10	11/16/10	266
10-000958	2/23/10	7/29/10	156
10-001081	3/1/10	4/26/10	56
10-001176	3/10/10	5/14/10	65
10-001178	3/10/10	7/16/10	128
10-001180	3/10/10	11/18/10	253
10-001182	3/10/10	6/1/10	83
10-001197	3/11/10	6/30/10	111
10-001665	3/26/10	9/21/10	179
10-001697	3/30/10	9/2/10	156
10-001793	4/2/10	9/9/10	160
10-001818	4/5/10	8/13/10	130
10-001830	4/6/10	5/5/11	394
10-001848	4/8/10	11/24/10	230
10-001849	4/8/10	7/6/10	89
10-001855	4/9/10	9/13/10	157
10-001857	4/9/10	9/17/10	161
10-002327	4/27/10	10/12/10	168
10-002328	4/27/10	11/10/10	197
10-002421	5/4/10	3/21/11	321
10-002422	5/4/10	11/3/10	183
10-002437	5/5/10	1/7/11	247
10-002488	5/11/10	8/10/10	91
10-002586	5/14/10	8/18/10	96
10-002591	5/14/10	3/1/11	291
10-002592	5/14/10	12/15/10	215
10-002593	5/14/10	12/29/10	229
10-002679	5/18/10	12/29/10	225
10-002803	5/24/10	12/23/10	213
10-003164	6/10/10	8/9/10	60
10-003182	6/11/10	12/3/10	175
10-003324	6/16/10	12/30/10	197
10-003330	6/18/10	2/1/11	228
10-003333	6/18/10	10/18/10	122
10-003335	6/18/10	10/18/10	122
10-003393	6/22/10	12/30/11	556
10-004444	6/30/10	11/15/10	138
10-004445	6/30/10	7/13/11	378
10-004817	7/7/10	9/16/10	71

CaseNo	Start	End	Days
10-004818	7/7/10	7/22/11	380
10-004985	7/9/10	10/27/10	110
10-005015	7/12/10	8/9/11	393
10-005016	7/12/10	12/15/10	156
10-006053	7/22/10	5/26/11	308
10-006215	7/26/10	2/1/11	190
10-006430	6/25/10	2/14/11	234
10-006756	7/30/10	2/18/11	203
10-006945	8/3/10	10/7/10	65
10-007209	8/6/10	7/27/11	355
10-007210	8/6/10	1/18/11	165
10-007914	8/18/10	12/28/10	132
10-007920	8/18/10	5/31/11	286
10-007922	8/18/10	11/10/10	84
10-008308	8/27/10	12/9/10	104
10-008309	8/27/10	12/9/10	104
10-008569	8/31/10	11/2/10	63
10-008570	8/31/10	1/19/11	141
10-008859	9/2/10	4/4/11	214
10-008861	9/2/10	10/21/10	49
10-008899	9/3/10	12/13/10	101
10-009036	9/10/10	8/18/11	342
10-009038	9/10/10	12/14/10	95
10-009040	9/10/10	4/1/11	203
10-009141	9/16/10	8/3/11	321
10-009206	9/20/10	12/10/10	81
10-009220	9/21/10	4/14/11	205
10-009413	10/1/10	12/15/10	75
10-009501	10/7/10	4/25/11	200
10-009502	10/7/10	12/10/10	64
10-009509	10/8/10	3/8/11	151
10-009511	10/8/10	4/6/11	180
10-009727	10/18/10	4/26/12	556
10-009933	10/27/10	3/25/11	149
10-009940	11/4/10	6/7/11	215
10-010016	11/2/10	5/17/11	196
10-010017	11/2/10	1/26/11	85
10-010018	11/2/10	8/24/11	295
10-010219	11/15/10	7/7/11	234
10-010304	11/19/10	3/21/11	122
10-010305	11/19/10	4/1/11	133
10-010316	11/22/10	10/5/12	683
10-010317	11/22/10	3/10/11	108
10-010425	11/24/10	4/13/11	140
10-010456	12/1/10	5/17/11	167

CaseNo	Start	End	Days
10-010472	12/2/10	3/31/11	119
10-010473	12/2/10	3/31/11	119
10-010490	12/6/10	4/4/11	119
10-010513	12/9/10	1/25/12	412
10-010700	12/16/10	7/13/11	209
11-000035	1/12/11	3/11/11	58
11-000041	1/6/11	4/15/11	99
11-000274	1/20/11	10/5/11	258
11-000469	1/28/11	5/3/11	95
11-000562	2/3/11	4/19/11	75
11-000641	2/9/11	8/25/11	197
11-000870	2/17/11	2/8/12	356
11-001115	3/2/11	7/7/11	127
11-001116	3/2/11	5/16/13	806
11-001496	3/21/11	11/21/11	245
11-001616	3/31/11	6/30/11	91
11-001619	3/31/11	8/17/11	139
11-001920	4/18/11	7/25/11	98
11-002035	4/22/11	12/3/12	591
11-002269	5/5/11	8/8/11	95
11-002270	5/5/11	5/30/12	391
11-002452	5/13/11	5/15/12	368
11-002767	5/31/11	8/11/11	72
11-002999	6/15/11	9/28/11	105
11-003060	6/17/11	12/6/11	172
11-003130	6/20/11	9/14/11	86
11-003319	7/1/11	5/22/12	326
11-003320	7/1/11	5/18/12	322
11-003338	7/6/11	10/18/11	104
11-003373	7/11/11	2/21/12	225
11-003387	7/12/11	10/28/11	108
11-003849	8/1/11	4/10/12	253
11-003947	8/4/11	12/12/11	130
11-003975	3/3/11	8/16/12	532
11-003983	8/9/11	10/2/12	420
11-004167	8/17/11	1/24/12	160
11-004540	9/9/11	12/4/12	452
11-004558	9/12/11	5/22/13	618
11-004572	9/13/11	1/27/12	136
11-004670	9/16/11	4/6/12	203
11-004830	9/21/11	2/17/12	149
11-005072	9/30/11	12/16/11	77
11-005105	10/4/11	10/3/12	365
11-005167	10/10/11	2/24/12	137
11-005198	10/11/11	1/26/12	107

RAW DATA ON FCHR-DOAH CASE LENGTHS

SHEET 2 OF 6

CaseNo	Start	End	Days
11-005203	10/11/11	6/17/13	615
11-005204	10/11/11	6/17/13	615
11-005266	10/12/11	1/27/12	107
11-005422	10/18/11	2/16/12	121
11-005473	10/25/11	3/13/12	140
11-005475	10/25/11	6/13/12	232
11-005493	10/28/11	1/4/12	68
11-005602	11/1/11	2/16/12	107
11-005606	11/1/11	3/2/12	122
11-005643	11/3/11	5/4/12	183
11-006126	11/30/11	10/31/12	336
11-006179	12/5/11	2/4/13	427
11-006195	12/7/11	4/11/12	126
11-006467	12/21/11	4/10/12	111
12-000113	1/10/12	6/25/12	167
12-000116	1/10/12	8/28/12	231
12-000413	1/26/12	6/22/12	148
12-000537	2/10/12	3/1/12	20
12-000538	2/10/12	7/20/12	161
12-000540	2/10/12	11/30/12	294
12-000553	2/13/12	5/29/12	106
12-000819	3/6/12	7/9/12	125
12-000885	3/12/12	6/15/12	95
12-000886	3/12/12	1/7/13	301
12-001119	3/27/12	8/31/12	157
12-001121	3/27/12	6/4/12	69
12-001124	3/28/12	8/29/12	154
12-001145	3/29/12	6/29/12	92
12-001182	4/2/12	2/13/13	317
12-001194	4/4/12	6/12/12	69
12-001195	4/4/12	9/11/12	160
12-001212	4/5/12	8/17/12	134
12-001240	4/10/12	6/14/12	65
12-001523	4/24/12	10/10/12	169
12-001524	4/24/12	8/3/12	101
12-001552	4/27/12	7/9/12	73
12-001554	4/27/12	8/31/12	126
12-001565	4/30/12	1/3/13	248
12-001590	5/3/12	8/17/12	106
12-001684	5/14/12	8/15/12	93
12-001702	5/15/12	12/11/12	210
12-001796	5/16/12	10/26/12	163
12-001799	5/17/12	9/21/12	127
12-001945	5/29/12	10/18/12	142
12-001946	5/29/12	8/28/12	91

CaseNo	Start	End	Days
12-001987	6/5/12	12/4/12	182
12-002010	6/7/12	9/20/12	105
12-002030	6/12/12	1/30/13	232
12-002074	6/14/12	2/15/13	246
12-002154	6/18/12	10/4/12	108
12-002177	6/20/12	10/12/12	114
12-002279	6/28/12	9/5/12	69
12-002302	7/3/12	11/26/12	146
12-002323	5/28/12	12/17/12	203
12-002422	7/13/12	5/6/13	297
12-002441	7/13/12	11/30/12	140
12-002475	7/16/12	12/28/12	165
12-002550	7/27/12	6/27/13	335
12-002551	7/27/12	2/8/13	196
12-002613	8/7/12	12/27/12	142
12-002616	8/7/12	2/25/13	202
12-002617	8/7/12	11/13/12	98
12-002619	8/7/12	2/18/13	195
12-002815	8/20/12	11/28/12	100
12-002876	8/28/12	10/26/12	59
12-002955	9/13/12	12/19/12	97
12-002958	9/13/12	1/30/14	504
12-003237	10/1/12	12/27/12	87
12-003268	10/4/12	4/2/13	180
12-003379	10/9/12	10/17/13	373
12-003393	10/16/12	2/7/13	114
12-003428	10/19/12	1/30/13	103
12-003488	10/23/12	1/9/13	78
12-003489	10/23/12	4/17/13	176
12-003491	10/23/12	3/6/13	134
12-003492	10/23/12	3/6/13	134
12-003493	10/23/12	2/7/13	107
12-003829	11/19/12	9/3/13	288
12-003863	11/29/12	3/28/13	119
12-003877	12/3/12	6/6/13	185
12-003888	12/4/12	5/24/13	171
12-003992	12/13/12	5/14/14	517
12-004015	12/17/12	9/4/13	261
12-004020	12/17/12	4/4/13	108
13-000025	1/7/13	3/3/14	420
13-000026	1/7/13	5/15/14	493
13-000091	1/8/13	5/31/13	143
13-000458	2/5/13	8/13/13	189
13-000517	2/13/13	5/14/14	455
13-000814	3/7/13	4/12/13	36

CaseNo	Start	End	Days
13-000826	3/11/13	7/25/13	136
13-001102	3/27/13	7/22/13	117
13-001234	4/9/13	10/29/13	203
13-001504	4/25/13	7/26/13	92
13-001507	4/25/13	9/11/13	139
13-001620	5/1/13	8/13/13	104
13-001642	1/7/13	9/26/13	262
13-001657	5/7/13	1/7/14	245
13-001911	5/21/13	7/21/14	426
13-001972	5/23/13	8/28/13	97
13-001990	5/29/13	6/29/15	761
13-002262	6/17/13	8/1/14	410
13-002263	6/17/13	8/12/13	56
13-002584	7/15/13	12/15/14	518
13-002711	7/18/13	3/4/14	229
13-002959	8/12/13	12/12/13	122
13-002960	8/12/13	12/12/13	122
13-003283	8/29/13	12/3/13	96
13-003604	9/17/13	1/30/15	500
13-003703	9/24/13	1/7/14	105
13-003704	9/24/13	7/17/14	296
13-003717	9/25/13	6/19/14	267
13-003856	10/3/13	2/11/14	131
13-003874	10/7/13	7/8/14	274
13-004131	10/21/13	11/26/13	36
13-004132	10/21/13	11/3/14	378
13-004145	10/21/13	3/4/14	134
13-004168	10/23/13	1/22/14	91
13-004335	11/8/13	6/6/14	210
13-004457	11/19/13	6/27/14	220
13-004655	12/2/13	1/29/14	58
13-004942	12/19/13	4/11/14	113
14-000029	1/7/14	5/28/14	141
14-000030	1/7/14	5/28/14	141
14-000031	1/7/14	5/28/14	141
14-000032	1/7/14	5/28/14	141
14-000033	1/7/14	5/28/14	141
14-000035	1/7/14	5/28/14	141
14-000040	1/7/14	7/21/14	195
14-000041	1/7/14	5/28/14	141
14-000047	1/8/14	5/9/14	121
14-000048	1/8/14	6/24/14	167
14-000158	1/13/14	5/28/14	135
14-000159	1/13/14	5/28/14	135
14-000160	1/13/14	5/28/14	135

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CaseNo	Start	End	Days
14-000201	1/14/14	4/4/14	80
14-000202	1/14/14	3/31/14	76
14-000437	1/27/14	9/25/14	241
14-000880	2/24/14	12/31/14	310
14-001101	3/14/14	9/8/14	178
14-001463	3/31/14	1/29/15	304
14-001652	4/15/14	6/27/14	73
14-001916	4/24/14	12/31/15	616
14-001919	4/24/14	7/24/14	91
14-001920	4/25/14	7/28/14	94
14-001935	4/28/14	6/24/14	57
14-002093	5/9/14	11/18/14	193
14-002139	5/12/14	8/14/14	94
14-002210	5/15/14	2/25/15	286
14-002211	5/15/14	7/16/15	427
14-002482	5/22/14	12/17/14	209
14-002522	5/28/14	9/22/14	117
14-002523	5/28/14	10/27/14	152
14-002524	5/28/14	8/27/14	91
14-002526	5/28/14	3/4/15	280
14-002527	5/28/14	11/26/14	182
14-002617	6/3/14	7/31/15	423
14-002697	6/10/14	10/30/14	142
14-002815	6/18/14	1/6/15	202
14-002976	6/24/14	5/19/15	329
14-003208	7/15/14	10/29/15	471
14-003387	7/22/14	12/29/14	160
14-003598	8/4/14	2/23/15	203
14-003602	8/4/14	12/18/14	136
14-003682	8/13/14	12/1/14	110
14-003733	8/15/14	1/6/15	144
14-004046	8/27/14	1/5/15	131
14-004132	9/4/14	12/22/14	109
14-004215	9/12/14	3/31/15	200
14-004457	9/23/14	4/22/15	211
14-004575	10/2/14	5/28/15	238
14-004577	10/2/14	3/23/15	172
14-004578	10/2/14	6/2/15	243
14-004580	10/2/14	3/23/15	172
14-004582	10/2/14	2/4/16	490
14-004652	10/6/14	12/16/14	71
14-004694	10/9/14	2/20/15	134
14-004695	10/9/14	4/24/15	197
14-004935	10/21/14	3/20/15	150
14-004984	10/21/14	4/21/15	182

CaseNo	Start	End	Days
14-004994	10/22/14	6/30/15	251
14-004997	10/22/14	3/17/15	146
14-005114	10/28/14	4/16/15	170
14-005134	10/30/14	1/20/15	82
14-005348	11/14/14	1/23/15	70
14-005350	11/14/14	5/6/15	173
14-005353	11/14/14	1/12/16	424
14-005354	11/14/14	2/25/15	103
14-005355	11/14/14	7/14/15	242
14-005506	11/19/14	2/26/15	99
14-005513	11/20/14	9/4/15	288
14-006042	12/19/14	7/8/15	201
14-006127	12/24/14	3/16/16	448
14-006130	12/29/14	10/5/15	280
14-006140	12/30/14	5/22/15	143
14-006142	12/30/14	4/15/15	106
14-006143	12/30/14	8/4/15	217
15-000216	1/13/15	5/13/15	120
15-000217	1/13/15	6/18/15	156
15-000223	1/14/15	5/8/15	114
15-000609	2/4/15	6/19/15	135
15-000956	2/19/15	10/9/15	232
15-001176	3/5/15	2/9/16	341
15-001177	3/5/15	10/15/15	224
15-001179	3/5/15	5/19/15	75
15-001292	3/13/15	4/16/15	34
15-001294	3/13/15	7/6/15	115
15-001720	3/25/15	11/4/15	224
15-001721	3/25/15	7/27/15	124
15-001800	4/1/15	12/11/15	254
15-001812	4/3/15	9/15/15	165
15-001816	4/3/15	6/3/15	61
15-001871	4/7/15	8/13/15	128
15-001892	4/8/15	10/12/15	187
15-002010	4/14/15	10/21/15	190
15-002363	4/27/15	6/8/15	42
15-002543	5/7/15	10/11/16	523
15-002640	5/12/15	12/11/15	213
15-003109	6/1/15	9/4/15	95
15-003620	6/23/15	2/2/16	224
15-003836	7/6/15	2/29/16	238
15-003941	7/15/15	11/24/15	132
15-003942	7/15/15	3/25/16	254
15-003943	7/15/15	3/18/16	247
15-004432	8/10/15	11/4/15	86

CaseNo	Start	End	Days
15-004721	8/20/15	11/30/15	102
15-004724	8/20/15	12/22/15	124
15-004817	8/31/15	1/12/16	134
15-004999	9/8/15	12/16/15	99
15-005381	9/25/15	8/26/16	336
15-005538	10/1/15	1/27/16	118
15-005662	10/13/15	6/21/16	252
15-005952	10/20/15	1/6/16	78
15-005979	10/21/15	6/16/16	239
15-005990	10/21/15	11/18/15	28
15-006002	10/22/15	1/29/16	99
15-006027	10/26/15	4/11/16	168
15-006118	10/28/15	1/4/16	68
15-006147	10/30/15	4/26/16	179
15-006277	11/10/15	2/24/16	106
15-006722	11/24/15	3/29/16	126
15-007002	12/10/15	5/3/16	145
15-007003	12/10/15	8/30/16	264
15-007307	12/22/15	6/7/16	168
16-000097	1/12/16	5/26/16	135
16-000098	1/12/16	8/23/16	224
16-000147	1/13/16	5/24/16	132
16-000149	1/13/16	4/20/17	463
16-000151	1/13/16	1/20/17	373
16-000342	1/21/16	11/30/17	679
16-000345	1/22/16	12/30/16	343
16-000589	2/1/16	10/27/16	269
16-000765	2/12/16	5/18/16	96
16-000984	2/18/16	9/27/16	222
16-001072	2/24/16	7/13/16	140
16-001075	2/24/16	5/26/16	92
16-001076	2/24/16	6/17/16	114
16-001229	3/3/16	8/25/16	175
16-001798	3/29/16	1/31/17	308
16-001799	3/29/16	9/15/16	170
16-001909	4/4/16	8/4/16	122
16-002034	4/13/16	8/31/16	140
16-002166	4/19/16	9/16/16	150
16-002626	5/17/16	6/16/16	30
16-002733	5/18/16	10/14/16	149
16-002820	5/20/16	5/9/17	354
16-002919	5/27/16	6/20/16	24
16-003461	6/21/16	1/31/17	224
16-003465	6/21/16	2/9/17	233
16-003609	6/27/16	11/1/16	127

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CaseNo	Start	End	Days
16-003610	6/27/16	11/21/16	147
16-003611	6/27/16	1/25/17	212
16-003697	6/29/16	1/18/17	203
16-003766	7/1/16	1/6/17	189
16-003951	7/15/16	12/7/16	145
16-004117	7/21/16	4/13/17	266
16-004118	7/21/16	10/21/16	92
16-004119	7/21/16	3/2/17	224
16-004122	7/21/16	10/11/16	82
16-004123	7/21/16	3/20/17	242
16-004124	7/21/16	12/2/16	134
16-004289	7/27/16	12/22/16	148
16-004347	7/28/16	2/21/17	208
16-004411	8/3/16	12/19/16	138
16-004412	8/3/16	8/11/17	373
16-004415	8/3/16	5/23/17	293
16-004424	8/5/16	5/31/17	299
16-005001	8/30/16	11/17/16	79
16-005002	8/30/16	6/14/17	288
16-005042	8/31/16	3/21/17	202
16-005080	9/1/16	11/7/16	67
16-005762	10/3/16	6/22/17	262
16-005773	10/5/16	1/17/17	104
16-005774	10/5/16	7/25/17	293
16-005778	10/5/16	4/26/17	203
16-006140	10/19/16	3/2/17	134
16-006142	10/19/16	3/15/17	147
16-006144	10/19/16	3/28/17	160
16-006431	11/2/16	5/10/17	189
16-006582	11/10/16	5/31/17	202
16-006583	11/10/16	5/16/17	187
16-006584	11/10/16	6/1/17	203
16-006585	11/10/16	5/16/17	187
16-006586	11/10/16	3/27/17	137
16-006631	11/14/16	3/24/17	130
16-006982	11/29/16	5/11/17	163
16-007382	12/15/16	3/9/17	84
16-007489	12/19/16	6/1/17	164
16-007490	12/19/16	3/22/17	93
16-007588	12/23/16	4/18/17	116
17-000018	1/4/17	5/31/17	147
17-000129	1/11/17	5/26/17	135
17-000445	1/19/17	5/4/17	105
17-000564	1/24/17	5/24/17	120
17-000657	1/31/17	3/22/17	50

CaseNo	Start	End	Days
17-000690	2/1/17	5/24/17	112
17-000932	2/13/17	6/13/17	120
17-001312	2/27/17	10/13/17	228
17-001336	3/1/17	10/19/17	232
17-001550	3/14/17	1/18/18	310
17-001996	4/4/17	8/11/17	129
17-002015	4/4/17	8/21/17	139
17-002133	4/10/17	6/5/17	56
17-002367	4/18/17	10/16/17	181
17-002385	4/19/17	9/5/18	504
17-002417	4/20/17	10/26/17	189
17-002512	4/26/17	9/27/17	154
17-002555	4/28/17	7/31/17	94
17-002568	5/2/17	9/1/17	122
17-002569	5/2/17	8/2/17	92
17-002653	5/8/17	10/6/17	151
17-002946	5/18/17	10/5/17	140
17-003083	5/23/17	9/1/17	101
17-003084	5/23/17	9/1/17	101
17-003106	5/25/17	11/29/17	188
17-003201	6/1/17	11/17/17	169
17-003261	6/5/17	8/29/17	85
17-003267	6/6/17	7/28/17	52
17-003272	6/7/17	11/30/17	176
17-003451	6/15/17	12/14/17	182
17-003715	6/28/17	9/1/17	65
17-003818	7/6/17	11/8/17	125
17-003862	7/7/17	10/17/17	102
17-004227	7/25/17	2/27/18	217
17-004240	3/6/17	9/25/17	203
17-004689	8/17/17	3/5/18	200
17-004731	8/21/17	3/13/18	204
17-004839	8/24/17	2/27/18	187
17-004950	9/1/17	5/30/18	271
17-005010	9/14/17	5/15/18	243
17-005066	9/15/17	10/13/17	28
17-005067	9/15/17	10/23/17	38
17-005068	9/15/17	10/13/17	28
17-005069	9/15/17	5/11/18	238
17-005070	9/15/17	10/13/17	28
17-005071	9/15/17	5/11/18	238
17-005072	9/15/17	5/15/18	242
17-005073	9/15/17	5/11/18	238
17-005075	9/15/17	5/11/18	238
17-005074	9/15/17	10/13/17	28

CaseNo	Start	End	Days
17-005076	9/15/17	10/13/17	28
17-005077	9/15/17	5/11/18	238
17-005078	9/15/17	10/13/17	28
17-005079	9/15/17	5/11/18	238
17-005080	9/15/17	10/13/17	28
17-005081	9/15/17	5/11/18	238
17-005083	9/18/17	3/30/18	193
17-005192	9/20/17	6/28/19	646
17-005208	9/21/17	7/18/18	300
17-005290	9/21/17	5/11/18	232
17-005294	9/22/17	1/3/18	103
17-005384	9/26/17	2/6/18	133
17-005411	9/28/17	5/11/18	225
17-005510	10/4/17	7/10/18	279
17-005779	10/18/17	4/6/18	170
17-005890	10/26/17	1/2/18	68
17-005951	11/1/17	12/22/17	51
17-006235	11/14/17	3/5/18	111
17-006239	11/14/17	12/6/18	387
17-006311	11/17/17	7/11/18	236
17-006384	11/20/17	4/5/18	136
17-006468	11/29/17	7/24/18	237
17-006841	12/20/17	3/27/18	97
18-000297	1/17/18	10/25/18	281
18-000367	1/19/18	10/3/18	257
18-000373	1/19/18	4/18/19	454
18-000425	1/24/18	7/23/18	180
18-000539	2/1/18	4/2/18	60
18-000946	2/21/18	6/20/18	119
18-001314	3/13/18	7/10/19	484
18-001939	4/13/18	8/30/18	139
18-002066	4/20/18	8/30/19	497
18-002241	5/4/18	7/13/18	70
18-002381	5/10/18	7/13/18	64
18-002531	5/16/18	11/26/18	194
18-002663	5/21/18	5/6/19	350
18-002697	5/23/18	10/22/18	152
18-002698	5/23/18	8/29/18	98
18-002763	5/30/18	12/18/18	202
18-002764	5/30/18	1/7/19	222
18-003303	6/27/18	2/19/19	237
18-003532	7/9/18	12/5/18	149
18-003639	7/16/18	12/28/18	165
18-003915	7/26/18	11/14/18	111
18-003949	7/30/18	1/17/19	171

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CaseNo	Start	End	Days
18-003956	7/30/18	11/28/18	121
18-003961	7/30/18	12/12/18	135
18-004024	8/2/18	1/18/19	169
18-004089	8/2/18	3/4/19	214
18-004090	8/2/18	10/23/18	82
18-004091	8/2/18	2/27/19	209
18-004234	8/15/18	1/30/19	168
18-004442	8/22/18	2/26/19	188
18-004573	8/31/18	6/21/19	294
18-004634	9/4/18	12/19/19	471
18-004735	9/11/18	11/27/18	77
18-004737	9/11/18	2/14/19	156
18-004738	9/11/18	1/29/19	140
18-005072	9/21/18	5/17/19	238
18-005292	10/3/18	2/15/19	135
18-005294	10/3/18	3/12/19	160
18-005335	10/5/18	1/25/19	112
18-005427	10/16/18	3/12/19	147
18-005521	10/18/18	2/5/19	110
18-005598	10/22/18	12/27/18	66
18-005827	11/5/18	2/28/19	115
18-005953	11/14/18	2/26/19	104
18-006198	11/20/18	12/19/18	29
18-006246	11/26/18	6/21/19	207
18-006309	11/30/18	5/13/19	164
18-006315	11/30/18	5/31/19	182
18-006721	12/20/18	2/22/19	64
18-006781	12/27/18	4/5/19	99
19-000029	1/3/19	6/17/19	165
19-000439	1/24/19	5/28/19	124
19-000520	1/30/19	6/17/19	138
19-001048	2/27/19	9/14/20	565
19-001284	3/13/19	9/30/19	201
19-001562	3/21/19	8/21/19	153
19-001593	3/25/19	5/21/19	57
19-001636	3/27/19	7/11/19	106
19-001637	3/27/19	10/4/19	191
19-001693	3/29/19	7/16/19	109
19-002090	4/18/19	10/22/19	187
19-002223	4/26/19	6/18/19	53
19-002531	5/15/19	3/24/20	314
19-002791	5/23/19	8/15/19	84
19-003195	6/11/19	12/18/19	190
19-003655	7/9/19	1/15/20	190
19-003665	7/10/19	12/9/19	152

CaseNo	Start	End	Days
19-003672	7/11/19	3/31/20	264
19-003864	7/18/19	11/22/19	127
19-003881	7/19/19	2/5/20	201
19-003974	7/25/19	12/20/19	148
19-004342	8/16/19	8/12/20	362
19-004490	8/22/19	3/17/20	208
19-004587	8/16/19	12/6/19	112
19-004672	9/5/19	11/6/19	62
19-005061	9/19/19	1/22/20	125
19-005066	9/19/19	4/7/20	201
19-005134	9/25/19	8/31/21	706
19-005141	9/25/19	1/27/20	124
20-000035	1/3/20	2/26/20	54
20-000155	1/16/20	6/12/20	148
20-000314	1/22/20	7/14/20	174
20-000788	2/14/20	6/8/21	480
20-000888	2/19/20	5/11/20	82
20-000889	2/19/20	8/28/20	191
20-000978	2/21/20	10/6/20	228
20-000979	2/21/20	5/3/21	437
20-001041	2/26/20	7/16/20	141
20-001080	2/27/20	1/4/21	312
20-001279	3/9/20	7/1/20	114
20-001343	3/12/20	8/12/21	518
20-001589	3/27/20	12/21/20	269
20-001592	3/27/20	9/2/20	159
20-001704	4/1/20	10/5/20	187
20-001705	4/1/20	4/5/21	369
20-001763	4/9/20	8/18/20	131
20-001764	4/9/20	9/9/20	153
20-002125	5/6/20	8/21/20	107
20-002126	5/6/20	1/19/21	258
20-002270	5/13/20	11/9/20	180
20-002271	5/13/20	1/29/21	261
20-002272	5/13/20	9/18/20	128
20-002445	5/22/20	9/1/20	102
20-002447	5/22/20	10/16/20	147
20-002448	5/22/20	2/9/21	263
20-002495	5/28/20	11/12/20	168
20-002501	5/29/20	3/11/21	286
20-002502	5/29/20	5/6/21	342
20-002506	5/29/20	7/7/20	39
20-002538	6/3/20	9/25/20	114
20-002539	6/3/20	10/19/20	138
20-002560	6/4/20	11/23/20	172

CaseNo	Start	End	Days
20-002663	6/11/20	8/12/20	62
20-002667	6/11/20	9/9/20	90
20-002789	6/17/20	1/26/21	223
20-002841	6/17/20	12/22/20	188
20-002871	6/22/20	10/27/20	127
20-002922	6/25/20	11/12/20	140
20-002978	6/30/20	7/27/20	27
20-003016	7/6/20	1/13/21	191
20-003036	7/7/20	11/10/20	126
20-003059	7/8/20	1/22/21	198
20-003060	7/8/20	10/14/20	98
20-003091	7/13/20	10/20/20	99
20-003110	7/13/20	11/24/20	134
20-003198	7/14/20	8/18/20	35
20-003316	7/23/20	2/8/21	200
20-003317	7/23/20	3/12/21	232
20-003318	7/23/20	12/7/20	137
20-003320	7/23/20	10/16/20	85
20-003368	7/28/20	1/4/21	160
20-003369	7/28/20	9/11/20	45
20-003371	7/28/20	10/30/20	94
20-003437	8/3/20	11/2/20	91
20-003439	8/3/20	2/12/21	193
20-003566	8/11/20	1/28/21	170
20-003640	8/17/20	6/23/21	310
20-003798	8/20/20	11/18/20	90
20-003800	8/20/20	2/10/21	174
20-003975	9/2/20	11/13/20	72
20-004107	9/15/20	12/4/20	80
20-004114	9/16/20	1/13/21	119
20-004117	9/16/20	2/22/21	159
20-004204	9/17/20	3/22/21	186
20-004258	9/22/20	10/28/20	36
20-004260	9/22/20	1/14/21	114
20-004261	9/22/20	2/4/21	135
20-004296	9/24/20	4/22/21	210
20-004308	9/25/20	4/22/21	209
20-004489	10/8/20	3/30/21	173
20-004531	10/13/20	6/9/21	239
20-004561	10/15/20	6/8/21	236
20-004633	10/20/20	5/7/21	199
20-004767	10/26/20	6/22/21	239
20-004801	10/28/20	3/8/21	131
20-004826	10/30/20	5/10/21	192
20-004880	11/4/20	2/9/21	97

RAW DATA ON FCHR-DOAH CASE LENGTHS

SHEET 6 OF 6

CaseNo	Start	End	Days
20-004952	11/10/20	3/30/21	140
20-004958	11/10/20	9/2/21	296
20-005191	11/30/20	3/8/21	98
21-000050	1/6/21	6/10/21	155
21-000057	1/6/21	6/18/21	163
21-000059	1/6/21	4/22/21	106
21-000389	2/3/21	6/10/21	127
21-000490	2/11/21	6/28/21	137
21-000801	2/25/21	3/16/21	19
21-000859	3/5/21	6/7/21	94
21-000893	3/9/21	7/28/21	141
21-000923	3/11/21	9/27/21	200
21-001140	3/26/21	5/28/21	63
21-001150	3/29/21	7/21/21	114
21-001247	4/7/21	8/13/21	128
21-001300	4/14/21	7/8/21	85
21-001302	4/14/21	7/16/21	93
21-001356	4/20/21	7/29/21	100
21-001376	4/22/21	10/7/21	168
21-001409	4/27/21	8/5/21	100
21-001491	5/5/21	7/13/21	69
21-001492	5/5/21	10/26/21	174
21-001493	5/5/21	10/26/21	174
21-001496	5/6/21	10/26/21	173
21-001622	5/19/21	7/27/21	69
21-001625	5/19/21	9/17/21	121
21-001719	5/27/21	10/8/21	134
21-001786	6/4/21	8/26/21	83
21-001994	6/22/21	10/20/21	120
21-002631	9/1/21	10/21/21	50

Verification Under Oath Pursuant to 28 USC §1746

I declare under penalty of perjury that the foregoing analysis is true and correct. Executed this 19th day of November 2021.

UNITED STATES OF AMERICA



11/19/2021

Elias Makere, Plaintiff

EXHIBIT C

Medical Device for Plaintiff's Injury
Receipt + Mailed Shipment

Date Performed
11/20/2021

Manage Account - Purchase history: x +

walmart.com/orders [redacted]

Black Friday starts Nov. 22 [See deals](#)

Walmart Departments Services Search everything at Walmart online and in store

Hi, Elias
Thanks for being a Walmart customer for 5 years

My account / Purchase history / Order details

Oct 08, 2021 order | Order# [redacted] [Need help?](#)

Shipping
Delivered on Oct 16
Sold and shipped by [Super Med Supply](#)

1 item

 Mars Wellness Boxer Fracture Splint - 4th or 5th Metacarpal Splint Hand and Finger Brace - Broken... \$19.99
Qty 1

[Contact seller](#) to cancel, return or ask a question.
[Write a review](#)

Shipping
Delivered on Oct 16
Sold and shipped by [Citi Parts](#)

1 item



Shipping
Delivered on Oct 10
Sold by Walmart
Fulfilled by Walmart

(1 of 3) Shipping
Delivery address
Elias Makare
3709 San Pablo Rd S, 701, Jacksonville, FL 32224
Delivery preferences

(2 of 3) Shipping
Delivery address
Elias Makare
3709 San Pablo Rd S, 701, Jacksonville, FL 32224
Delivery preferences

(3 of 3) Shipping
Delivery address
Elias Makare
3709 San Pablo Rd S, 701, Jacksonville, FL 32224
Delivery preferences

Payment method
Ending in [redacted]

Subtotal \$35.95
Taxes \$1.20
Total \$37.15

Order# 5522106-994345


F

US POSTAGE & FEES PAID
4 OZ FIRST-CLASS PARCEL RATE
ZONE 5 NO SURCHARGE
ComBasPrice

062S0012584633
8315527
FROM 08701

stamps
endicia
10/12/2021

USPS FIRST-CLASS PKG™

0028

SUPER MED SUPPLY
SUPER MED SUPPLY
1950 rutgers university blvd
SUITE D
Lakewood NJ 08701

SHIP
TO:

ELIAS MAKERE
3709 SAN PABLO RD S APT 701
JACKSONVILLE FL 32224-4809

USPS TRACKING #



9400 1111 0843 5332 1823 85

1862825592573



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R00 RF2 0821

Packing Slip

Mars Med Supply

Ship To: Elias Makare
3709 SAN
PABLO RD S
APT 701
JACKSONVILLE,
FL 32224-4809
US

Order # 235527008
Date 10/8/2021
User 7A5C534A09964A3398DDAEDF2D5982E5@
Ship Date 10/12/2021

Item	Loc.	Description	Price	Qty
0106_0067_1		Mars Wellness Boxer Splint - Small/Medium	\$19.99	1

Sub Total: \$19.99
Shipping: \$0.00
Total: \$19.99

Take 30% off CPAP wipes on Amazon! Search for "Mars Wellness CPAP Wipes" and click the coupon on the product page.



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R00 RF2 0821



Mars Wellness

Boxer Splint

Small/Medium



Unisex



Easy Application



Satisfaction
Guaranteed



X0020P48WV



Breathable

Boxer Splint - S/M - NEW

Warning: To avoid the danger of suffocation, keep this plastic bag away from babies and children. Do not use this bag in cribs, beds, carriages, or playpens. This bag is not a toy.

MW-106-10067

 WARNING

To avoid danger of suffocation, keep this plastic bag away from babies and children.

Do not use this bag in cribs, beds, carriages or playpens. This bag is not a toy.

Made in China

AFFIDAVIT

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION

ELIAS MAKERE, FSA, MAAA

Plaintiff

v.

ALLSTATE INSURANCE COMPANY

Defendant

)
)
)
)
)
)
)

Case No (LT)
3:20-cv-00905-MMH-LLL

**PLAINTIFF'S AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S RESPONSE IN OPPOSITION TO
DEFENDANT'S MOTION FOR EXTENSION OF TIME**

The affiant, Elias Makere, swears or affirms as follows:

Background

1. I am over the age of eighteen (18).
2. I am a plaintiff in the above-captioned case.
3. This affidavit is made in good faith.

Familiarity

4. I have read the Federal Rules of Civil Procedure, the Local Rules of Court (USFLMD), USFLMD's Discovery handbook, and many other rules & regulations pertinent to civil litigation in federal court.

Facts

6. On Sunday, October 3, 2021, I broke my right hand when I fell onto concrete pavement.
 - a. The pinky finger popped out of place, and my knuckle is still disfigured to this day.
7. I could not do any typing for the first two weeks.
8. On Saturday, October 16, 2021, the splint that I ordered arrived at my home. I wore it all the time.
9. For weeks three through four, I could only type with the index & middle fingers.
10. In week five, my hand was healthy enough to resume typing.
 - a. Week five also marked the due date for my amended complaint.
I began writing it that week.
11. That Friday (November 5, 2021), I finished writing my complaint.
Unfortunately, though, the pages went awry when I reformatted the document (font, margins) – Local Rule 1.08.
12. So, I ended up having to file the document ½ hour late (at 12:35 AM on November 6).

Sworn Statement

13. If I had not broken my hand, I would have filed my amended complaint on-or-around October 23rd (ie, well before the due date).

Current Hand Condition

14. This week marked the 7th week of my hand's recovery. Which also marked my first week returning to the gym {Complaint at 15}.
15. On Wednesday, I relayed these facts (§6-12) to a fellow gymgoer named David. David – of course – is the self-described Allstate employee who I find suspicious {Complaint at 100-102}. The person who only began appearing at the gym after my lawsuit against Allstate went public (January 2018). The person who I believe is shoveling intel on me back to Allstate. So, long story short, I think that Allstate (ie, the defendant) is well-briefed on my injury.
16. Well, my injury is healing nicely, and I hope that by week 13 the bone deformity will disappear.

Conclusion

17. These are the facts that back up my declarations. Allstate neglected to back up its declarations with anything. So, I don't think it deserves to back up the due date without any good cause backing it.

Verification Under Oath Pursuant to 28 USC §1746

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of November 2021.

UNITED STATES OF AMERICA



11/19/2021

Elias Makere, Plaintiff

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SELL™

SHOP™



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