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CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
BRENDA Q. GANEY, CLERK

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

TODD EDMISTON, *et al.*,	*	
	*	
Plaintiffs,	*	
	*	
v.	*	**Case No. CV-2024-900259**
	*	
CALDWELL, WENZEL & ASTHANA, PC, a domestic limited liability company, *et al.*,	*	
	*	
Defendant(s).	*	

AFFIDAVIT OF DR. TODD EDMISTON

The undersigned, being duly sworn, states those facts set forth herein below:

1. My name is Todd Brian Edmiston. I am over the age of 19 and I am commonly known as Todd Edmiston.
2. I am a licensed medical doctor, and I worked for many years as an orthopedic surgeon.
3. Because of a medical condition, I retired several years ago from my surgical practice.
4. As I regained a better level of strength, my desire to help people in my community continued. I was approached by Randall Caldwell who was familiar with my work. Mr. Caldwell asked if I would consider evaluating the medical records of some of his clients, a request for which I offered my services.
5. Over the following months, I observed that some of the patients whose records I was asked to review seemed to need medical treatment they were not receiving and some needed a more insightful diagnosis of their medical condition.

6. From discussions with Mr. Caldwell's firm that followed, the idea grew that I could open a clinic at which to see patients that may need additional medical advice and treatment.
7. Subsequently, I formed the entity called Southern Injury Medicine, LLC, a clinic commonly referred to as SIM.
8. While SIM's early patients were referrals from the Randall Caldwell firm, after a while the clinic began to see other patients and receive referrals from other attorneys.
9. Some of the patients referred by Mr. Caldwell's firm had problems finding transportation to the clinic. Discussions of this issue between Mr. Caldwell's firm and myself led to my formation of Care Car, LLC. Care Car was used to transport patients and on occasion to transport documents for the Caldwell firm.
10. SIM, LLC and Care Car, LLC were created by me to fulfill the vision of Mr. Caldwell and his firm and my desire to serve people in need. Had it not been for the Caldwell requests and my desire to help the people he was helping, it is not likely that the clinic would have ever been started.
11. My work with the Caldwell firm and others required me to sit through many depositions related to injuries of the patients whose medical treatment I was asked to review. On more than one occasion, defense attorneys would ask about my relationship with the Caldwell, Wenzel, and Asthana (CWA) law firm who was representing the injured patients in a lawsuit. I repeatedly answered that there was no business relationship between my businesses and that of the CWA firm.

12. My answer was always that no business relationship existed. This answer was premised on my understanding that the question was asking if the principles of CWA and I shared an ownership relationship in my business. The questions were asked when the parties to the deposition all knew that I had involvement with the patients who were litigants and that I was being deposed on the basis of my involvement. Therefore, I concluded the questions were about business involvement between the attorneys and my businesses.
13. On some occasions during depositions, I was asked whether my companies had any agreement with CWA for payment for the services I provided to their clients and my response was negative. I answered this way because there was no written agreement between SIM and CWA for the entity of CWA to pay for the medical services SIM provided to its patients. However, I was never specifically asked whether the principals of CWA represented to me that upon their clients' recovery in their litigation, whether CWA would facilitate the payment of SIM's and Care Car's invoices from the clients' recoveries. If I had been asked that specific question, I would have answered that yes, the principals of CWA absolutely assured me orally that they would facilitate payment of these medical expenses from client funds when and if there was a recovery in the individual client cases.
14. The fact that no business relationship existed between the CWA principals and my businesses was solidified in my mind because I had been informed that the Alabama State Bar had, on more than one occasion, advised the CWA attorneys that it was improper for them to have an ownership interest in a medical practice

upon whom the firm relied for medical information and testimony for their clients in litigation.

15. I was asked in at least one deposition if my companies had a financial relationship with CWA. All of my financing came from my personal resources, not from CWA. It was my understanding that CWA would be receiving client funds from which expenses were to be paid and the billing for medical expenses was a part of the expenses that would be paid from the recovery. I fully understood and expected that if no recovery was obtained by CWA, CWA had no responsibility to pay for the patient's medical care. Medical costs were to be paid by or from patient funds, some of which CWA had in the recovery account.

16. I was asked in deposition if I had a joint venture with CWA. The answer was no. As explained in paragraph 14 above, all parties understood that we could not properly join in a joint venture for the services we provided.

Further sayeth affiant naught.

Todd Edmiston

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public, a Notary Public in and for said County in said State, hereby certify that Todd Edmiston, whose name is signed to the foregoing instrument and who is known or who has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this the 12th day of December, 2025.

Notary Public

My Commission Expires: 7-1-28