



AFFIDAVIT OF ANNA JACKS

Before me, the undersigned Notary Public, in and for said State and County, personally appeared Anna Jacks, who being known to me, upon oath duly administered, deposed and said as follows:

1. My name is Anna Jacks. I am over nineteen years of age, and I am competent to execute this Affidavit. The facts stated herein are based on my personal knowledge and are known by me to be true and correct to the best of my recollection.

2. I am a resident of Marshall County, Alabama.

3. On January 19, 2026, I was involved in an automobile collision in Huntsville, Alabama, at or near the intersection of Balmoral Drive and Airport Road.

4. At the time of the collision, I was the front passenger in a Dodge Charger. My partner, Paul Jacks, was driving. My son Peter was also a passenger in the backseat of the car.

5. As we approached the intersection of Balmoral Drive and Airport Road, a Kia Optima crossed from the left lane into our lane of travel and impacted the left rear and/or side of our vehicle.

6. As a result of the collision, I began experiencing pain in my neck, shoulder, and back.

7. A law enforcement officer responded to the scene. I spoke with the responding officer so that he could obtain information for the accident report.

8. Following the collision, we submitted a claim to our automobile insurance carrier, Allstate.

9. Approximately two days after the collision, I received a telephone call from an individual who represented himself as being with “insurance”. The caller did not identify himself by name. However, the caller knew that I had recently been involved in an automobile collision.

10. The caller asked how I was feeling. I told him that I was still not feeling well. The caller then told me words to the effect that he could help me with the “medical part” of the claim, help me get checked out, and send me for medical treatment.

11. The caller gave me three options for medical treatment based on location. I understood those options to be in Madison, Decatur, and Hartselle. Because I live in Grant, I told the caller that Madison would be the most convenient location for me.

12. I was then given the address for Huntsville Medical and Rehab and went to Huntsville Medical and Rehab that afternoon.

13. When I arrived, I met with a woman at the front desk and a man named George. I was then taken to the back, where I met with Kristina Paschea.

14. Kristina performed what I understood to be a medical examination. She asked me questions about my pain and injuries, had me perform certain movements and exercises involving my back, neck, shoulders, and arms, and examined my neck and shoulder area. Kristina filled out paperwork or a chart during the appointment.

15. Kristina recommended treatment that included red light therapy and use of a TENS unit. She also told me to speak with George.

16. After my examination with Kristina, I met with George in an office area. George had a file or paperwork related to me and my collision. George did not clearly identify himself to me as a doctor, chiropractor, lawyer, or any other licensed professional. In the facility, I observed treatment equipment, including traction equipment, TENS units, and a heated water bed or similar therapy equipment.

17. I was told that the facility wanted to set me up for treatment. I was also told that I would need to come in for therapy frequently, including as often as five days per week, and that there would be progress reports approximately every four weeks.

18. During this meeting, I was told that Huntsville Medical and Rehab was partnered with a lawyer or lawyers.

19. I was told that Huntsville Medical and Rehab did not bill health insurance. I was told that the medical bills would be provided to the lawyer, that the lawyer would handle the claim, that the lawyer and the medical provider would be paid from the claim, and that I would receive my portion of the money.

20. I understood from what I was told that the medical provider and the lawyer worked together in some type of business arrangement or partnership.

21. While I was still at Huntsville Medical and Rehab, George contacted a lawyer by text message or telephone to determine who was available to speak with me.

22. Shortly thereafter, I received a telephone call from attorney John Baker. John Baker was placed on speakerphone while I was still present at Huntsville Medical and Rehab.

23. During the call, Mr. Baker asked me what happened on the day of the wreck, whether there was a police report, whether I had filed a claim with my insurance carrier, whether the other driver had insurance, and whether DoorDash was involved.

24. During the call, Mr. Baker said words to the effect that he worked with Huntsville Medical and Rehab and that "we will be in it together."

25. Mr. Baker told me that Huntsville Medical and Rehab would handle the medical side and that I should leave the claim to him or his office. Mr. Baker specifically instructed me not to file anything with my own health insurance and not to tell my own insurance carrier certain information about the medical treatment or claim.

26. Mr. Baker told me words to the effect that they would take care of it, that they would get their cut, that I would get my cut, and that the medical bills would be paid. Mr. Baker also told me that they got paid by helping people and winning these types of cases. Mr. Baker told me there would be no attorney fee unless they won the case or recovered money.

27. Mr. Baker stated that if they recovered money, the attorney would receive a percentage of the recovery and I would receive the remainder after payment of appropriate expenses or medical bills.

28. While I was still at Huntsville Medical and Rehab, I received a text message with contact information and an attorney contract through DocuSign.

29. I signed the attorney contract electronically through DocuSign while I was still at Huntsville Medical and Rehab or shortly after that meeting. I was also told not to miss any appointments because missed appointments would “flag” or negatively affect the claim.

30. I was also told that they did not want me working at the café, and I was given a doctor’s note regarding work. I treated at Huntsville Medical and Rehab for approximately six weeks.

31. During the first days of treatment, I was treated by or interacted with two therapy technicians. The therapy at Huntsville Medical and Rehab included red light therapy, use of a TENS unit, traction, and other similar therapy. Each therapy session lasted approximately forty minutes.

32. After approximately the first week, George and the receptionist were no longer at Huntsville Medical and Rehab.

33. During the second week of treatment, I was sent to Ortho Sport and Spine. At Ortho Sport and Spine, I saw Sherry Farrington. Sherry asked me questions about my pain and performed what felt more like a medical appointment or medical evaluation. Sherry told me that she wanted me to continue therapy for six to twelve months and to come back to Ortho Sport and Spine occasionally.

34. Approximately two and a half weeks into treatment, I met Chad Loveless at Huntsville Medical and Rehab. A technician told me that Chad Loveless

was “the boss.” Chad asked me about the lawyer and matters related to my claim. Chad told me that he had retired from chiropractic work to do this practice.

35. I continued therapy at Huntsville Medical and Rehab for several more weeks but I refused to return to Ortho Sport and Spine.

36. Chad told me that I was not progressing in treatment and that he wanted me to see a good chiropractor. I told Chad that I had an appointment scheduled with my primary care provider, Nell.

37. Chad instructed me not to say anything to my primary care provider about the treatment or claim because, according to him, it would mess up the claim.

38. At some point, I was told by Mr. Baker or his office to contact Vacek’s office. I was told that Mr. Baker was out west, that he was just the “face,” and that I needed to communicate with Vacek’s office.

39. At my final session, a technician pulled me to the side or into a corner and told me that I needed to find someone else because “this is not going well” or words to that effect.

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Further Affiant Sayeth Not.

Anna Jacks
Anna Jacks

STATE OF ALABAMA)
COUNTY OF MADISON)

Before me, the undersigned authority in and for said County in said State, personally appeared Anna Jacks who is known to me and who being by me first duly sworn deposes and says that she has read the foregoing, and that she understands the language contained therein.

Sworn to and subscribed before me this 10th day of June, 2026.

Elizabeth A. Gilliland
NOTARY PUBLIC

My Commission Expires

