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Areas of Practice
.Civil Litigation
.Appellate Law
.Insurance Coverage
.Construction Accidents
.Premises Liability
.Third Party Auto
.Product Liability

Education
J. D., University of Detroit School of Law, 1975,
magna cum laude
Associate Editor, Journal of Urban Law, 1974-1975
B.S., University of Detroit, 1971, *summa cum laude*

Employment
President at HARVEY KRUSE, P.C. 2008-Present
Treasurer at HARVEY KRUSE, P.C. 1990-2008
Board of Directors at HARVEY KRUSE, P.C. 1979-Present;
Associate Attorney at HARVEY KRUSE, P.C. 1975-1978;

Bar Admissions
State Bar of Michigan 1975
U. S. District Court for the Eastern District of Michigan 1975
U. S. District Court for the Western District of Michigan 1975
U. S. Court of Appeals for the Sixth Circuit 1977
U. S. Supreme Court 2016

Acknowledgements
.Martindale Hubbell Rating: A/V Preeminent
.The Best Lawyers in America 2012, 2013, 2014, 2015, 2016, 2017, 2018
.Super Lawyer 2010, 2011, 2012, 2014, 2015, 2016, 2017
.Leading Lawyer 2014, 2015, 2016, 2017
.dBusiness Top Lawyer 2015, 2016
.Lawyers of Distinction 2015, 2016
.Claims & Litigation Management Alliance, Member
.Fellow, Michigan State Bar Foundation
.Who's Who in the World
.Who's Who in America
.Who's Who in American Law
.Alpha Sigma Nu, National Jesuit Honor Society
.Beta Gamma Sigma, National Business Honor Fraternity

Experience

Trial and appellate attorney, successfully represented numerous clients in circuit courts throughout the state of Michigan, United States District Court for both the Eastern District and Western District of Michigan, Michigan Court of Appeals, Michigan Supreme Court and the United States Court of Appeals for the Sixth Circuit, in addition admitted pro hac vice to handle cases in other states including Kansas, Ohio, Indiana and South Carolina.

Obtained fifteen (15) to twenty (20) summary dispositions, directed verdicts and/or successful trial verdicts ***every*** year for the past forty (40) plus years.

Obtained successful verdicts and appellate decisions in numerous cases with substantial importance to Michigan jurisprudence, as will be outlined in a following section of this resume.

Served as mediator/case evaluator, including for the Wayne County Mediation Tribunal, for the past thirty-five (35) plus years.

Served as an arbitrator in numerous insurance coverage and tort liability cases

Presented numerous seminars to insurer claims staffs in numerous states including Arizona, California, Indiana, Massachusetts, Michigan, Missouri, Ohio, Texas, and Wisconsin.

Representative Clients

.Allied Insurance
.AMCO Insurance
.Amerisure Insurance Companies
.Auto Club Insurance Company
.Badger Mutual Insurance Company
.Bituminous Insurance Companies
.Depositors Insurance Company
.GEICO Insurance
.GMAC Insurance
.Liberty Mutual Group
.MEEMIC Insurance
.National General Insurance
.Nationwide Insurance
.PVS Chemicals
.Wausau Insurance Companies
.Scottsdale Insurance Company

Professional and Community Involvement

.State Bar of Michigan
.Oakland County Bar Association
.Association of Defense Trial Counsel
.Member, University of Detroit Mercy School of Law

Dean's Advisory Board
.Member, University of Detroit Jesuit High School Board of Advisors
.Member, Marian High School Board of Directors
.Member, Marian High School President's Council
.Member, University of Detroit President's Cabinet
.Member, University of Notre Dame Sorin Society
.Member, University of Detroit Jesuit High School Xavier Society
.Member, Oakland Hills Country Club
.St. Hugo of the Hills Parish Council, Past President
.St. Hugo of the Hills Parish Parent/Teacher Group, Past President
.United States Army, 70th Division, 1971-1977

Significant Published Decisions

Buschlen v Ford Motor Company, 421 Mich 192, 364 NW2d 619 (1984), effectively ended die entrustment liability in the state of Michigan for automobile manufacturers in conjunction with *Fredericks v General Motors*, 411 Mich 712, 311 NW2d 725 (1981).

Pritts v. J.I. Case Co., 108 Mich App 22, 310 NW2d 261 1981, lv den, 413 Mich 909 (1982), first appellate case in Michigan which ended the rule that a party could only obtain contractual indemnity for its own negligence if this intent was specifically stated in the indemnity agreement. Convinced court to enforce contractual indemnity for "all claims" language to apply to all claims.

Manier v MIC General Insurance Corporation, 281 Mich App 485 (2008), first appellate case in Michigan which enforced a household exclusion in an automobile liability policy which limits liability coverage for any claim by the insured or any family member to the Michigan Financial Responsibility Law limits of $20,000/$40,000.

Leahan v Stroh Brewery Co., 420 Mich 108, 359 NW2d 524 (1984), required plaintiff to tender back any consideration received pursuant to a release before challenging the validity of the release.

Auto Club v All-Glass Aquarium Company, 716 F Supp 2d 686 (2010), summary judgment granted on the basis that the plaintiff could not prove beyond speculation that the fire damaging the subrogors' property was caused by the defendant's aquarium hood light.

Liberty Mutual v Davenport, 947 F Supp 2d 773 (ED Mich, 2013), in which we obtained a summary judgment that the insurer did not owe a

duty to provide coverage or a defense to its insured on the basis of the business exclusion and the exclusion of liability coverage for any misrepresentation or fraudulent conduct by the insured relating to the insurance.

Liberty Insurance Corp. v Bowles, 36 F Supp 3d 756 (ED Mich, 2014), in which we obtained a summary judgment on the basis that there was no duty to defend or provide coverage for the underlying allegations of an assault because there was no "occurrence", that the self-defense exception did not apply, that coverage was also barred by the sexual molestation, corporal punishment or physical or mental abuse exclusion.

Scott v Detroit, 113 Mich App 241, 318 NW2d 32 (1982), lv den 422 Mich 892, 368 NW2d 236 (1985), in conjunction with *Smith v Allendale Mutual*, 410 Mich 685 (1981), effectively ended liability of workers' compensation insurers for liability for alleged negligently conducted safety inspections.

Tope v Waterford Hills Road Racing, 81 Mich App 591, 265 NW2d 761 (1978), first appellate case in Michigan enforcing a pre-sport event release agreement.

Michigan Millers Mutual Insurance Co. v West Detroit Building Co., 196 Mich App 367, 494 NW2d 1 (1992), first appellate case in Michigan applying the contractor statute of repose, MCL 600.5839(1), to a claim by the owner for damage to the improvement itself.

Ford Motor Company v Insurance Company of North America, 157 Mich App 642, 403 NW2d 200 (1987), lv den 429 Mich 853, 412 NW2d 220 (1987), first appellate case in Michigan holding that loading or unloading of a motor vehicle is not a use of the motor vehicle for purpose of no fault property protection insurance benefits, where Ford mistakenly directed that a load of catalyst from a tanker truck be pumped into a resin tank resulting in an explosion causing in excess of one million dollars damage to the Ford plant.

Staffney v Michigan Millers Insurance Co., 140 Mich App 85, 362 NW2d 897 (1985), lv den, 423 Mich 851, 376 NW2d 113 (1985), in conjunction with *Smith v Allendale Mutual*, 410 Mich 685 (1981), effectively ended liability for property insurers' inspections of an insured's premises for fire hazards as a basis for liability for injuries incurred in a subsequent fire or explosion, on the basis that the undertaking was to serve the insurer's interest in underwriting, rating and loss prevention, and not to provide for safety of individuals on the premises.

Alyas v Illinois Employers Insurance of Wausau, 208 Mich App 324, 527 NW2d at 548 (1995); lv den, 451 Mich 893, 549 NW2d 575 (1996), first appellate case in Michigan holding that when a garnishee defendant

denies a garnishment claim and files its garnishment disclosure, the plaintiff must proceed with discovery within 14 days or the garnishment disclosure must be accepted as true, thereby defeating plaintiff's claim for $275,000 in insurance coverage.

Wausau Underwriters Insurance Company v Ajax Paving Industries, Inc., 256 Mich App 646, 671 NW2d 539 (2003), lv den 469 Mich 970, 671 NW2d 884 (2003), first Michigan appellate decision holding that a contractual requirement to purchase insurance does not eliminate or replace a contractual indemnity agreement, thereby allowing the insurer to seek contractual indemnity as subrogee of its insured, obtaining a judgment in excess of one million dollars against the contractor indemnitor.

Berger v Mead, 127 Mich App 209, 338 NW2d 919 (1983), first appellate case in Michigan holding that a non-commercial joint venture and all of its employees were co-employees thereby barring the plaintiff's tort claim pursuant to the exclusive remedy defense.

Ledl v Quik-Pik Food Stores, 133 Mich App 583, 349 NW2d 529 (1984), first appellate case in Michigan holding that termination of employment for a store inventory shortage does not constitute a "public policy" exception to the general rule enforcing employment contracts terminable at will, required that allegations of defamation must set forth the defamatory words complained of, the connection of the defamatory words with the plaintiff and the publication of the alleged defamatory words, and that there can be no intentional infliction of emotional distress for the actor insisting upon its own legal rights.

Mahdesian v Joseph T. Ryerson & Son, 782 F Supp 63 (ED Mich, 1992); aff'd, 986 F2d 1421 (6th Cir, 1993), first appellate decision under Michigan law applying judicial estoppel to hold that plaintiff's filing of a claim for no fault benefits arising from alleged injuries incurred while unloading a truck in the course of his employment, judicially estopped his tort claim which alleged that he was an independent contractor.

Michigan Sugar v Employers Insurance of Wausau, 107 Mich App 9, 308 NW2d 684 (1981), only appellate case in Michigan enforcing the "change in temperature" exclusion in an all risk policy, applying the exclusion where the damaged sugar was caused by a change in temperature, which in turn was caused by a malfunction in the heating system.

Darin & Armstrong v Ben Agree Co., 88 Mich App. 128, 276 NW2d 869 (1979), lv den 406 Mich 1007 (1979), first Michigan appellate case holding that a general contractor's liability for a construction accident in a common work area constituted active negligence barring any claim for common law indemnity.

Harry v Fairlane Club Properties, 126 Mich App 122, 337 NW2d 1 (1983), first Michigan appellate decision holding that a successor judge could grant a rehearing of his predecessor's ruling and held that the plaintiff was not entitled to a new trial. It was also the first Michigan appellate case holding that a jury which had requested the trial exhibits could conclude that it could reach a verdict without the exhibits before receiving the exhibits for their review.

West v Cyril J. Burke, Inc., 137 Mich App 191, 357 NW2d 856 (1984), lv den, 422 Mich 852, 364 NW2d 286 (1985), first Michigan appellate case holding that a mobile crane while being used to lift a load of pipe was not a motor vehicle pursuant to the Motor Vehicle Code and thus the owner of the crane was not liable pursuant to the Owner Liability Statute for the alleged negligent operation of the crane.

Crosby v City of Detroit, 123 Mich App 213, 333 NW2d 557, lv den, 422 Mich 891, 368 NW2d 231 (1985), one of three Michigan appellate cases holding that the construction of a sewer was a 'governmental function' and not a 'proprietary' function and thus the owner was entitled to the defense of governmental immunity and further set the standard for an intentional nuisance claim that the defendant must have intentionally created or continued the alleged activity causing the alleged nuisance with full knowledge that the harm to the plaintiff was substantially certain to follow.

Thomas v Process Equipment, 154 Mich App 78, 397, NW2d 224 (1986), determined that filing a John Doe complaint does not toll the statute of limitations and the filing of an amended complaint naming the defendants does not relate back to the original John Doe complaint, and rejected plaintiff's argument that the discovery rule should pertain to identification of defendants to toll the statute of limitations.

Rasmussen v Louisville Ladder, 211 Mich App 541, 536 NW2d 221 (1995), lv den 451 Mich 874 (1996), applied collateral negligence rule to reverse verdicts of 5.5 million dollars to the plaintiffs holding that the owner was not responsible for inherently dangerous activities when the accident was caused by the collateral negligence of the subcontractor.

McMath v Ford Motor Company, 77 Mich App 721, 259 NW2d 140 (1977), held that partial performance of a contract as an exception to the statute of frauds does not apply to employment contracts for more than one year, and that allegations of reliance to support an estoppel claim must be definite and clear.

Nicklas v Joseph T. Ryerson & Son, 995 F2d 1067 (6th Cir, 1994), the court affirmed summary judgment that the plaintiff's claim, that his fall from the defendant's truck was caused by a defect in the vehicle, was based on speculation and conjecture.

Kircos v Goodyear Tire & Rubber Co., 108 Mich App 781, 311 NW2d 139 (1981), enforced a pre-sport event release agreement.

Perry v INA Life Insurance Co., 749 F Supp 806 (W.D. Mich, 1989), aff'd 914 F2d 257 (1990), determined that having accepted an offer of continued employment in another position under the employer's ERISA severance plan, the plaintiff was not entitled to severance benefits.

Schmidt v Wilbur, 775 F Supp 216 (E.D. Mich, 1991), held that the district court had personal jurisdiction over general partners of a limited partnership whose agent had sold partnership interests in Michigan and that the defendant could be re-served following removal from state court to district court.

Significant Unpublished Successful Appellate and Trial Court Decisions

Felty v Skanska USA Building, Inc., unpublished per curiam decision of the Michigan Court of Appeals docket number 297991 (2011), affirming summary disposition in favor of defendant general contractor in wrongful death case for death of a mason who fell from a scaffold, on the basis that the plaintiff failed to prove common work area liability.

Thurman v Pies, Inc., unpublished per curiam decision of the Michigan Court of Appeals docket no. 334821 (2017), in which the Court of Appeals affirmed summary disposition we obtained in the Washtenaw County Circuit Court for an auto/pedestrian accident in which the trial court held the plaintiff was more than 50% at fault in causing the accident and the Court of Appeals affirmed on the basis that there was no evidence including from the plaintiff's expert that there was any negligence on the part of the defendant driver.

Nationwide Property & Casualty Insurance v Brown, 2017 U. S. Dist. LEXIS 61377 (ED Mich, 2017), a declaratory action we filed to determine there was no coverage available for an alleged property loss. We filed a motion for summary judgment which was granted on the basis that there had been misrepresentations made in the application for the policy and that the insured failed to cooperate in the claims process thus voiding the policy. The court further granted our request for reimbursement of in excess of $40,000 in benefits paid to the insured.

Angela Jones v Meemic Insurance Company, Michigan Court of Appeals order (2017), claim for property damage from a house fire. We filed a motion for summary disposition on the basis that the plaintiff's claim was barred because the policy of insurance was rescinded because of misrepresentations made in the application. The trial court denied the

motion on the basis that the policy had been renewed before the fire and at the time of the renewal there was no longer a misrepresentation. We appealed to the Michigan Court of Appeals who issued an order reversing the trial court and ordering summary disposition in favor of Meemic on the basis that although the representation was no longer false at the time of the renewal and as of the date of loss, this was irrelevant since the plaintiff's eligibility for the renewal hinged on the representations made in the initial application.

Naseef v Wallside, Inc., unpublished per curiam decision of the Michigan Court of Appeals docket number 329505 (2017), in which the Michigan Court of Appeals affirmed summary disposition we obtained in the trial court that the defendant Wallside, Inc. who had hired an independent contractor to service the plaintiff was not responsible for any alleged negligence in performance by the independent contractor.

State Farm v National General Insurance Company, U. S. District Court for Western District of Michigan (2017), in which State Farm sought reimbursement from National General Insurance Company for no fault benefits paid to Marvin Cannon. After discovery we filed a motion for summary judgment on behalf of National General Insurance Company that State Farm had sued the wrong insurer and had failed to amend the complaint before the statute of limitations expired for filing a no fault claim. The trial court granted summary judgment finding that State Farm had sued the wrong insurer, that it was the wrong insurer not just the wrong name, and denied State Farm's motion to amend on the basis that no good cause had been shown.

Auto-Owners Insurance Company v Integon National Insurance Company, unpublished per curiam decision of the Michigan Court of Appeals docket number 321396 (2015), in which Auto-Owners sought reimbursement from Integon of $838,610.48 in no fault benefits and $56,470.45 in legal expenses paid by Auto-Owners for catastrophic injuries incurred by Terry Dunn in a single vehicle accident while occupying a vehicle driven by his wife Laura Dunn. Auto-Owners had issued a no fault policy to Terry Dunn's parents with whom he lived at the time of the accident. Auto-Owners argued that a North Carolina auto policy issued by Integon to Laura Dunn should be required to provide Michigan no fault coverage per MCL 300.3012, claiming that Integon had knowledge that Laura and Terry Dunn were moving to Michigan and required Michigan no fault coverage. The trial court had ruled that Integon had such notice and that Terry Dunn was a "named insured" and thus Integon owed reimbursement to Auto-Owners. We filed an appeal to the Michigan Court of Appeals and the Court of Appeals reversed the trial court and ordered entry of judgment in favor of Integon that Integon did not have notice that Laura and Terry Dunn had relocated to Michigan and did not need to reach the issue whether Terry Dunn was a "named insured".

Depositors Insurance Company v Henika, unpublished per curiam decision of the Michigan Court of Appeals docket number 318269 (2014), in which the Michigan Court of Appeals affirmed summary disposition we obtained in the trial court that the insurer had no duty to provide coverage or a defense to the insured son in regard to three wrongful death claims resulting from an auto accident on the basis that serving minors with alcoholic beverages was not an "occurrence".

Hatcher v Nationwide Insurance, 610 Fed Appx 507 (6th Cir, 2015), where the Sixth Circuit Court of Appeals affirmed our summary judgment for a fire loss claim in excess of $350,000 on the basis that the insurance policy was properly rescinded because of a material misrepresentations made in the application.

Nationwide Mutual Fire Insurance Company v McDermott, 603 Fed Appx 374 (6th Cir, 2015), where the Sixth Circuit Court of Appeals affirmed summary disposition we obtained in regard to a $490,000 fire loss on the basis that coverage was barred because the insured failed to comply with the policy condition to advise of the change in use or occupancy of the premises and also affirmed that plaintiff had to reimburse Nationwide for payments made after the loss including to the loss payee.

Williams v Nationwide Mutual Fire Insurance Company, 2014 WL 2558328 (ED Mich, 2014), in which we obtained a summary judgment in regard to a homeowner damage claim in excess of $280,000 on the basis that the plaintiff failed to timely file a proof of loss.

Telerico v Nationwide Mutual Fire Insurance Company, 529 Fed Appx 729 (6th Cir, 2013), in which the Sixth Circuit Court of Appeals affirmed the summary judgment we obtained in the trial court that the plaintiffs' claim for property damage was not covered by the policy because the plaintiff failed to timely file a proof of loss and failed to comply with the common law "mailbox rule" to raise a rebuttal presumption that the proof of loss had been received by Nationwide.

Jackson v PVS Transportation, unpublished per curiam decision of the Michigan Court of Appeals docket number 315137 (2013), the Court of Appeals reversed the trial court and ordered summary disposition in favor of the defendants, agreeing with our argument that we established through discovery that the plaintiff was a Michigan resident who had failed to obtain a Michigan no fault policy which thus barred him from making any third party auto claim. The court further agreed with our argument that the plaintiff could not raise an issue of fact by filing an affidavit to contradict his prior testimony and interrogatory answers.

Allard v Sova and Clarkston Steel, unpublished per curiam decision of the Michigan Court of Appeals docket number 285633 (2010), lv den 488 Mich 1040 (2011) affirming summary disposition that although the

defendants' truck drove into a median to avoid a rear end accident, this could not have proximately caused the alleged injuries to the plaintiff who was in a vehicle which swerved to avoid the defendants' truck.

Kent Companies, Inc. v Wausau Insurance Companies, unpublished per curiam decision of the Michigan Court of Appeals docket number 295237 (2011), affirming summary disposition that the insurer under commercial general liability policy did not owe any coverage for claims against its insured resulting from alleged damage caused by the insured's construction work.

Smith v Nationwide, 2010 WL 5158538 (6th Cir, 2010), in which the Sixth Circuit Court of Appeals affirmed the trial court's dismissal of the plaintiffs' complaint based on discovery abuses.

Huda v Integon National Insurance Company, 2008 WL 345513 (6th Cir, 2008), in which the Sixth Circuit Court of Appeals affirmed summary judgment granted on the basis that the plaintiff's claim for insurance coverage was barred because the policy was properly rescinded due to misrepresentations made in the application for the policy.

In Re Romeo Montessori School Association, 2011 WL 1485476 (U. S. Bankruptcy, 2011), summary judgment granted on the basis that the policy of insurance did not provide coverage for the claims by the students' parents for tuition reimbursement.

G. B. Dupont Co., Inc. v Michigan Mutual Insurance Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 167847 (1996), affirming summary disposition in favor of insurers that there is no duty to defend or provide coverage to the insured for repair and replacement of the insured's product.

Machining Enterprises, Inc. v Wausau Business Insurance Company, unpublished per curiam decision of the Michigan Court of Appeals docket number 277950 (2008), affirming arbitration award that Wausau had no duty to provide coverage or a defense for underlying claims made against Machining Enterprises, Inc. based on a General Motors recall in which Machining Enterprises, Inc. sought in excess of $10,000,000 from Wausau for indemnification and defense costs.

Deboer v Whispering Woods Limited Dividend Housing Association, unpublished per curiam decision of the Michigan Court of Appeals docket number 179987 (1997), first appellate case in Michigan holding that screens are to allow ventilation and exclude insects, but are not meant to serve as a safety barrier.

Ford Motor Co. v Edward C. Levy Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 71584 (1985), affirming

summary judgment of contractual indemnity for a 1.5 million dollar underlying judgment.

Citizens Insurance Co. v Chrysler Insurance Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 219332 (2001), affirmed judgment for $650,000 plus $24,350 in costs holding that the garage keepers policy issued by Citizens owed primary coverage over the Chrysler policy insuring the vehicle involved in the accident.

Anderson v Westin Mfg. Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 92137 (1988), affirmed summary disposition against a product liability claim alleging a defect in a water ski binding on the basis that the plaintiff's claim was based only on speculation and that the plaintiff's expert was not qualified.

Childs v General Motors, unpublished per curiam decision of the Michigan Court of Appeals docket number 73942 (1984), affirmed summary disposition that the cause of the plaintiff's injury from a fall from a ladder was based on speculation and conjecture as to whether the plaintiff lost his balance or fell because of a defect in the condition of the floor.

Solomon v New Castle Hotels, unpublished per curiam decision of the Michigan Court of Appeals docket number 234975 (2003), affirmed summary disposition that the plaintiff had failed to establish a prima facie case of race discrimination.

Elkour v Nationwide Mutual Insurance Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 187542 (1997), obtaining reversal of jury verdict of a $95,000 against the defendant on the basis of errors in the jury instructions and inflammatory argument by the plaintiff's attorney.

Barr v Franklin River Apartments, unpublished per curiam decision of the Michigan Court of Appeals docket number 260399 (2005), which affirmed summary disposition that the defendant had no notice of the alleged black ice condition.

Miller v Bass Pro Shop, unpublished per curiam decision of the Michigan Court of Appeals docket number 263364 (2005), affirmed summary disposition that the plaintiff's claim of distraction by the defendant's store displays was not an exception to the open and obvious defense.

Sarafopoulos v Romp, unpublished per curiam decision of the Michigan Court of Appeals docket number 253214 (2005), which affirmed summary disposition that the plaintiff was more than 50% at fault in causing the accident by entering the center turn lane early.

Varilease Technology Group v Michigan Mutual Insurance Co., unpublished per curiam decision of the Michigan Court of Appeals docket number 249121 (2004), which reversed summary disposition entered by the trial court in favor of the plaintiff and ordered judgment for defendant insurer that there was no duty to provide coverage or a defense to the underlying claims of copyright infringement or trademark infringement made against the insured.

Empire Fire & Marine Insurance v Minuteman International, Inc., unpublished per curiam decision of the Michigan Court of Appeals docket number 274660 (2008), reversed the trial court's summary disposition in favor of the third party defendant and ordered summary disposition of contractual indemnity holding that the third party plaintiff did not have to establish that the primary plaintiff alleged a claim against the contractual indemnitor.

Freidman v Bailey, unpublished per curiam decision of the Michigan Court of Appeals docket number 211930 (2000), affirming summary disposition that there was no subject matter jurisdiction in the circuit court for the plaintiff's attorney fee claim in a workers' compensation case.

DeMaria Building Co. v Stewart Group, unpublished per curiam decision of the Michigan Court of Appeals docket number 217143 (2001), which affirmed summary disposition of contractual indemnity.