



HARVEY KRUSE, P.C.

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Brent R. Scott

AREAS OF PRACTICE:

Civil Litigation
Automobile Negligence
No-Fault PIP/UM/UIM
Employment Law/Private/Government
Civil Rights Litigation
Premises Liability
Insurance Coverage
Dram Shop
Contract Litigation
Construction Accidents
Products Liability

EDUCATION:

Michigan State University College of Law (J.D., *magna cum laude*, 2011)
Michigan State University College (B.A., 2008)

BAR ADMISSIONS:

State Bar of Michigan (2014)
U.S. District Court for the Eastern District of Michigan (2013)
State Bar of Colorado (2011)
Genesee County Bar Association

EMPLOYMENT:

Associate Attorney at Harvey Kruse, P.C. (2015 to present)
Associate Attorney at Karlstrom Cooney (2013-2015)

EXPERIENCE:

Brent Scott is an Associate Attorney in the firm's Flint office. He has experience litigating matters in Michigan state and federal courts in cases involving first and third party automobile liability, employment law, general tort liability, and premises liability. This representation has resulted in dispositive relief and favorable settlements for many of his clients.

Prior to joining Harvey Kruse, Mr. Scott worked at a boutique Oakland County law firm concentrating in criminal defense and family law, with an appellate component in each of these practice areas. He also clerked for the Michigan Attorney General in the Corrections Division where he defended

Michigan Department of a Corrections employees who were named defendants in civil rights law suits.

REPRESENTATIVE CLIENTS:

Amerisure Insurance
Allied Insurance Company
American Insurance Companies
Ashland Inc.
City of Flint
Liberty Mutual Group
National General Insurance Company
Nationwide Insurance Companies
Scottsdale Insurance Company
Titan Insurance Company

MEMBER:

State Bar of Michigan
State Bar of Colorado (inactive)
U.S. District Court, Eastern District of Michigan
Genesee County Bar Association

RECENT RESULTS:

Carolyn Schilling –v- Meemic Insurance Company, et al, Saginaw County Circuit Court Civil Action Number 13-020698-NI. Claim by Plaintiff for uninsured motorist benefits arising out of an October 8, 2010 auto accident. Litigation was initiated by Plaintiff against the tortfeasor, Glyn Carpenter, *only* nearly three (3) years after the accident, on August 23, 2013. However, approximately seventeen (17) months after the initial Complaint was filed and over four (4) years after the accident occurred, Plaintiff Amended her Complaint and served Defendant Meemic Insurance Company, demanding, for the first time, uninsured benefits. We filed a Motion for Summary Disposition on the basis that the clear and unambiguous terms of the insurance contract unequivocally require a Complaint, or Demand for Arbitration, to be filed (3) years from the date of the accident. Plaintiff attempted to argue that the three (3) year limitation requirement is inapplicable because a disagreement over coverage never arose and a Demand for Arbitration or suit must only be filed in the event there is a disagreement. In response, we argued that this is a fallacy as the insurer could not disagree with the insured until a request for benefits was made. Said differently, it is illogical to require an insurer to formally deny an unmade claim. The trial court agreed and granted Summary Disposition as to all claims by the Plaintiff against Defendant Meemic Insurance Company.

Renue Therapy –v- Titan Insurance Company, Ingham County Circuit Court. Renue Therapy, LLC, filed six (6) separate lawsuits against Titan Insurance Company alleging entitlement to No-Fault provider expense benefits arising out of Renue’s alleged treatment to numerous patients who were allegedly involved in motor vehicle collisions. After deposing the owner of Renue Therapy and the prescribing physician, we filed a motion for summary disposition on each case, arguing that the treatment performed was not reasonably necessary because the prescribing physician testified that she prescribed physical therapy, to be rendered by a licensed physical therapy facility. However, Renue Therapy’s owner testified that he operates a massage therapy clinic, and does not employ a single licensed physical therapist. Each trial court agreed, and all six (6) dispositive motions were granted, dismissing Renue Therapy’s claims in their entirety.

Procare Injury & Rehab Centers –v- Titan Insurance Company, Royal Oak District Court. Procare filed a lawsuit against Titan Insurance Company alleging entitlement to No-Fault provider expense benefits arising out of Procare’s alleged treatment to Sher-Ron Lusane who was allegedly involved in a motor vehicle collision. After Mr. and Mrs. Lusane’s EUO, we filed a motion for summary disposition against Procare arguing that Mr. Lusane was the “owner” of an “uninsured motor vehicle” and is excluded from No-fault benefits pursuant to MCL 500.3113(b). Because the underlying injured party is excluded from coverage and barred from bringing a cause of action, Mr. Lusane’s medical service provider, Procare, who stands in the shoes of the injured party, is also excluded from coverage. The trial court agreed with us and granted summary disposition as to all claims by the plaintiff against defendant Titan Insurance Company.