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## **NATHAN PEPLINSKI**

**AREAS OF PRACTICE:** Appellate Law  
Civil Litigation  
Construction Accidents and Defects  
Insurance Coverage  
Premises Liability  
Auto Insurance  
No Fault  
Product Liability

**EDUCATION:** Quincy University (B.A. *Summa cum laude*, Political Science, 2000)  
Wayne State University Law School (J.D. Order of Coif, *Cum Laude*, 2003)  
Moot Court

**BAR ADMISSIONS:** State Bar of Michigan (2003)  
U.S. Dist. Ct. for the Eastern District of Michigan (2007)  
United States Court of Appeals for the Sixth Circuit (2010)  
United States Supreme Court (2011)

**EMPLOYMENT:** Shareholder and Partner at Harvey Kruse P.C. (2014-Present)  
Associate Attorney Harvey Kruse P.C. (2007-2014)  
Michigan Supreme Court, Senior Clerk to Justice Marilyn Kelly (2005-2007)  
Michigan Supreme Court, Clerk to Justice Marilyn Kelly (2004-2005)  
Michigan Court of Appeals Pre-Hearing Research Attorney (2003-2004)

ACKNOWLEDGEMENTS: Super Lawyers Michigan Rising Star 2014  
Super Lawyers Michigan Rising Star 2013  
Super Lawyers Michigan Rising Star 2012  
Super Lawyers Michigan Rising Star 2011  
Wayne State University Law School Order of Coif 2003  
Quincy University Bonaventure Award for outstanding academic achievement 2000

EXPERIENCE: Trial and appellate attorney successfully represented numerous clients in circuit courts throughout the state of Michigan, the Michigan Court of Appeals, the Michigan Supreme Court, the United States District Court for the Eastern District of Michigan, the United States Court of Appeals for the Sixth Circuit, and the United States Supreme Court.  
Extensive appellate research and writing experience through service with the Michigan Court of Appeals as a research attorney and the Michigan Supreme Court, where he served as the Senior Clerk advising Michigan Supreme Court Justice Marilyn Kelly.

REPRESENTATIVE CLIENTS: Amerisure Insurance Companies  
Auto Club Insurance Company  
Depositors Insurance Company  
GEICO Insurance  
Lee Machinery Movers Inc.  
Liberty Mutual Group  
Meemic Insurance  
National General Insurance  
Nationwide Insurance  
PVS Chemicals  
Skanska USA Building Inc.

TRIAL AND SUMMARY JUDGMENT RECORD:

*Nationwide Mut Fire Ins Co v McDermott*, 6<sup>th</sup> Circuit Docket No. 14-1623 (issued February 24, 2015), affirming summary judgment in favor of the insurer because the insured failed to disclose a change in the use of the insured residence when a marijuana processing facility was created in the basement and affirming summary judgment requiring the insured to pay back the payments made by the insurer after the loss, including payments to the mortgage company.

*Depositors Ins Co v Harris*, unpublished opinion per curiam of the Michigan Court of Appeals, issued January 13, 2015 (Docket No. 318269) affirming summary disposition for the insurer for claims relating to multiple deaths due to the lack of coverage under the terms of the insurance policy because supplying alcohol to a minor did not constitute an “accident.”

*Williams v Nationwide Ins Co*, 2014 US Dist Lexis 77091 (ED Mich, 2014), granting summary judgment to the insurer because the insured failed to provide a timely proof of loss and because the insured moved out of the insured residence without informing the insurer.

*Telerico v Nationwide Mut Fire Ins Co*, 529 Fed Appx 729 (6<sup>th</sup> Cir, 2013), affirming summary judgment for the insurer because the insured failed to submit a timely proof of loss.

*Felty v Skanska USA Building, Inc*, unpublished opinion per curiam of the Michigan Court of Appeals, issued July 19, 2011 (Docket No. 297991), 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.

*Kent Cos, Inc v Wausau Ins Cos*, unpublished opinion per curiam of the Michigan Court of Appeals, issued May 3, 2011 (Docket No. 295237), affirming summary disposition for the insurer because the commercial general liability policy did not provide any coverage for claims against its insured resulting from alleged damage caused by the insured's construction work.

*In Re Romeo Montessori School Ass'n*, 2011 WL 1485476 (Eastern District of Michigan 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.

*Smith v Nationwide Mut Fire Ins Co*, 410 Fed Appx 891 (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.

*Auto Club Group Ins Co v All-Glass Aquarium Co Inc*, 716 F Supp2d 686 (ED Mich, 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.

*Allerd v Sova*, unpublished opinion per curiam of the Michigan Court of Appeals, issued August 24, 2010 (Docket No. 285633), affirming summary disposition because the plaintiff had failed to prove proximate causation for her claimed injuries.

*Integon Nat'l Ins Co v Berry*, unpublished opinion per curiam of the Michigan Court of Appeals, issued March 25, 2010 (Docket No. 289320), affirming summary disposition for Integon because of the insured's failure to give proper notice of the incident and litigation.

*Huda v Integon National Ins Co*, 2008 US Dist. LEXIS 89372008; 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.

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