

2006-2008 Harvey Kruse Victories

Case Name	Case Type	Court	Result
<u>Appeals</u>			
Anteau v. Oakland Pest Control	Breach of contract negligence	Court of Appeals	Court of Appeals, misrepresentation and negligence case arising out of the alleged failure to properly perform a pre-purchase pest inspection. Plaintiff sought demolition of the home, and the cost to rebuild the home as a result of the failure to determine the existence of powder post beetles. On interlocutory appeal we obtained a ruling from the Court of Appeals dismissing the case on the basis that no cause of action existed in tort where an express contract existed governing the loss, and that plaintiff was not a third party beneficiary to the express contract.
	<u>Appeal</u>		
Carneva v Blackledge	Personal injury statutory liability	Court of Appeals	Court of Appeals, dog bite case in which plaintiff, a young woman with an aspiring modeling career, suffered serious, permanent raised scars. Although only seven years old, plaintiff admitted in her deposition that the dog had been “teased” by her friend, shortly before the incident. We were successful in obtaining summary disposition from the trial on the basis that plaintiff had no proof that this dog had a dangerous propensity, that plaintiff could not maintain a statutory dog bite case since the accident occurred after the dog had been provoked by teasing, and that Michigan law did not allow plaintiff to recover on a theory of attractive nuisance arising out of an attack by a dog. We obtained a successful appellate opinion upholding the trial court’s ruling in its entirety.
	<u>Appeal</u>		

Case Name	Case Type	Court	Result
Emile Rihani vs. Greeley & Hansen of Michigan, LLC <u>Appeal</u>	premises liability	Michigan Court of Appeals	<p>The City of Detroit contracted with Co-Defendant D'Agostini for construction and improvement of an existing water pumping facility in Imlay City. During the project a question arose about the structural integrity of a concrete reservoir. D'Agostini cut a hole into the side of the reservoir to allow entry for engineers to inspect the interior. Mr. Rihani was a civil engineer employed by NTH to inspect the interior of the reservoir for structural integrity. NTH subcontracted some of the same work to Greeley & Hansen. Greeley & Hansen civil engineers were also in the interior of the reservoir inspecting the structural integrity. There was a sump pit inside the reservoir which was not guarded and which was not lit. Mr. Rihani fell into the sump pit and claimed that he sustained a ruptured disc. The Plaintiff filed suit against the City of Detroit as the owner of the property, D'Agostini as the general contractor and Greeley & Hansen as a subcontractor. Plaintiff claimed that Greeley & Hansen owed a duty of care to Mr. Rihani. Greeley & Hansen defended the case on the basis that it was a subcontractor to Mr. Rihani's employer, NTH, that NTH owed Mr. Rihani a duty of care to provide a safe work place but that Greeley & Hansen owed no safety responsibilities to Mr. Rihani. Greeley & Hansen filed a Motion for Summary Judgment, which the Trial Court denied. Greeley & Hansen took an interlocutory appeal, which was accepted by the Court of Appeals. One week after oral argument the Court of Appeals issued an Opinion remanding the case to the Trial Court for entry of Summary Judgment in favor of Greeley & Hansen.</p>

Case Name	Case Type	Court	Result
Empire Fire & Marine Insurance Company as Subrogee of General RV Center, Inc. v Minuteman International, Inc. <u>Appeal</u>	product liability indemnity	Michigan Court of Appeals	<p>The plaintiff, Empire Fire & Marine Insurance Co., filed suit as subrogee of General RV Center, Inc. to recover in excess of 5.5 million dollars in damages as a result of a fire at the General RV Center, Inc. facility in Wixom, Michigan. Empire Fire alleged that a floor scrubber manufactured by Minuteman International, Inc. caused the fire. We represented Minuteman and filed a third party complaint against Lester Electrical, the manufacturer of a battery charger which was a component part of the floor scrubber, on the basis that the defect which the plaintiff alleged in the floor scrubber was in the battery charger. The plaintiff's complaint was eventually dismissed for a \$12,000 settlement, and we then sought contractual indemnity for all of the defense costs and attorney fees incurred in defending the claim from Lester Electrical pursuant to an indemnity contract. The trial court denied our motion for summary disposition and granted summary disposition to Lester Electrical. In Empire Fire & Marine Insurance Co. as Subrogee of General RV Center, Inc. v Minuteman International, Inc., unpublished per curiam decision of the Michigan Court of Appeals docket number 274660 (2008), the Court of Appeals reversed the trial court and ordered summary disposition in favor of Minuteman for full contractual indemnity from Lester Electrical. The court held that the plaintiff did not have to make allegations against Lester Electrical in order for Minuteman to obtain contractual indemnity, because the evidence established factual support to enforce the contractual indemnity agreement.</p>
Eschenweck v Titan <u>Appeal</u>	Insurance Coverage	Michigan Court of Appeals	<p>Plaintiff Marvin Eschenweck was injured in an unloading operation while operating his semi-truck. The court ruled that the plaintiff was entitled to PIP benefits and our defendant, Titan Insurance Company, was the no-fault insurer of plaintiff's personal pickup truck and co-defendant Northland Insurance Company was the insurer of the tractor-trailer present at the injury site. Our defendant, Titan, recognized that it was first in priority for payment of PIP benefits but also asserted that Northland was in equal priority and therefore each should remain responsible for half of the PIP exposure. The trial court granted Northland's Motion for Summary Disposition asserting that Titan was in first priority and that Northland was second in priority. We appealed to the Court of Appeals and the Court of Appeals reversed the trial court's ruling with instructions to find that Titan and Northland were in equal priority. The issue involved the interpretation of MCL 500.3114(1), assigning priority as to "the person named in the policy" and whether or not this is the same as "a named insured". The Court of Appeals recognized some conflict in prior opinions but ruled that a person that is an "additional insured" under one policy satisfies the requirement of being an "insured" that is "named" in the policy, creating priority.</p>

Case Name	Case Type	Court	Result
Farm Bureau v GMAC <u>Appeal</u>	Declaratory Action	Michigan Court of Appeals	<p>We represented GMAC as an intervening defendant in a declaratory action that had been filed by Farm Bureau. Farm Bureau was the insurer of the individual that was driving a vehicle who sustained a heart attack, rolled the vehicle over, and injured several of its occupants. GMAC was the insurer of one of the injured occupants who sustained fatal injuries where GMAC provided uninsured and underinsured motorist benefits, therefore, if Farm Bureau prevailed upon its declaratory action, GMAC would have been liable for its \$100,000.00 insurance limits. Farm Bureau was asserting that it owed no coverage because the driver of the vehicle did not have permissive user to drive a rented vehicle from the owner, although he did have permission from the renter of the vehicle. Farm Bureau relied upon the rental company's contract which indicated non-listed drivers were not authorized to drive the vehicle. Farm Bureau prevailed upon this argument in the trial court but we sought appeal and prevailed in the Court of Appeals by arguing permission flows from the person in lawful possession of the vehicle and the Farm Bureau Insurance policy language was ambiguous regarding its permissive exclusion, therefore, unenforceable. The trial court agreed and GMAC saved its \$100,000.00 limits.</p>
Federal Insurance Company and Citizens Insurance Company of America v. Midwest Refrigeration Systems, Inc. <u>Appeal</u>	Subrogation for property damage	Michigan Court of Appeals	<p>This was a subrogation action following an explosion at a frozen food storage facility. Our client designed the ammonia cooling system utilized in the operation. The carriers for the building owners sought damages in excess of \$500,000. A summary disposition was obtained in the Wayne County Circuit Court. Judge Kathleen Macdonald ruled that under the economic loss doctrine, the appropriate statute of limitations was the four-year limitation set forth in MCL 440.2725 and therefore the plaintiff's actions were barred. The plaintiffs appealed that decision to the Michigan Court of Appeals. We were successful in convincing the panel of the Michigan Court of Appeals that summary disposition was appropriate under the circumstances.</p>
Heydon v MediaOne II <u>Appeal</u>	Constitutional law	Michigan Court of Appeals	<p>Plaintiff asserted a claim for trespass against a company that installed television cable on utility poles crossing his property without permission and in the absence of a written easement. Plaintiff also asserted that the Federal Cable Communications Policy Act, which permits a cable company to "piggyback" on utility easements, was unconstitutional. After the case was dismissed in federal court and that decision was affirmed by the Sixth Circuit Court of Appeals, the case was reinstated in state court. Judge Morris granted our Motion for Summary Disposition on the merits, however, and the Michigan Court of Appeals subsequently affirmed in a published decision. Heydon v MediaOne, 275 Mich.App. 267 (2007).</p>

Case Name	Case Type	Court	Result
MDOT v Farmland <i>Appeal</i>	No-Fault Property Damage	Michigan Supreme Court	The Michigan Department of Transportation (MDOT) sued Farmland Mutual Insurance Company in order to recover property protection insurance benefits in excess of the statutory limitation of \$1,000,000.00 for property damages set forth under the No-Fault Act, pursuant to MCL 500.3121(5). The lawsuit arose from an accident that occurred on January 30, 2003, when a commercial semi-truck and trailer crashed into an overpass on I-69, exploded, and caused significant property damages, totaling over \$1,000,000.00. MDOT raised various public policy and statutory interpretation arguments in an effort to recover more than the statutory limit, where the trial court, the Michigan Court of Appeals, and the Michigan Supreme Court all disagreed, holding that the maximum amount that an insurer is liable to pay for property protection insurance benefits is \$1,000,000.00. This is true even where the transportation of hazardous materials is involved, which was a central issue in this case.
Miller v Bass Pro Shop <i>Appeal</i>	premises	Michigan Court of Appeals	The plaintiff tripped and fell over the base of a display sign at the Bass Pro Shop. She claimed that she was distracted by taxidermy mounts displayed by the store. The plaintiff argued that there should be a “distracted customer” exception to the open and obvious defense. The Court of Appeals affirmed our summary disposition and ruled that there is no “distracted customer” exception to the open and obvious defense, that the only exception is the “special aspects analysis” and that the plaintiff’s claim did not meet this analysis and thus was rejected by the court. The court further held that despite the huge debate that exists in the jurisprudence of the state over what constitutes open and obvious and the subtleties that the Supreme Court defines as fitting within that rule, “this case appears to be at the opposite end of the spectrum.”
Psaila v. Shiloh Industries Inc. et al. <i>Appeal</i>	Employment Law Commissions	Court of Appeals	Court of Appeals, sales commission dispute in which plaintiff sought nearly half a million dollars in commissions allegedly due to him. In a published decision, we obtained a judgment from the Court of Appeals that Defendants did not breach any duty owed to Plaintiff, and did not fail to pay commissions that were owed.

Case Name	Case Type	Court	Result
Sarafopoulos v Romp	third party auto	Michigan Supreme Court	Claim for injuries incurred by the plaintiff in a two vehicle auto accident. The defendant was ticketed for causing the accident. Nevertheless, we obtained a summary disposition on the basis that the plaintiff was more than 50% at fault in causing the accident by entering the center left turn lane "early" and then colliding with the defendant's vehicle, when the defendant was attempting to cross three lanes of travel in heavy traffic and had been waved across two lanes and into the left turn lane where the collision occurred. The Michigan Court of Appeals affirmed the trial court's grant of summary disposition. The Supreme Court then denied the plaintiff's application for leave to appeal.
	<u>Appeal</u>		
Titan Ins. Co. v Northland Ins. Co.	No-Fault Priority	Michigan Court of Appeals	We prevailed in the Court of Appeals on this priority dispute concerning no-fault first party coverage. The underlying case concerned catastrophic injuries sustained by a truck driver during the unloading of a truck. Northland Insurance was the insurer of the commercial truck that was driven by the plaintiff and being unloaded at the time of the injury. Titan Insurance was the insurer of the underlying plaintiff's personal pickup truck. The trial court made a ruling that Titan was the priority no-fault carrier because the underlying plaintiff was the named insured in the Titan policy, while the trucking company was the named insured in the Northland policy. The Court of Appeals agreed with our position on behalf of Titan Insurance Company in that the underlying plaintiff was the only person named in both policies, therefore, both Titan and Northland were equal priority no-fault carriers to share the loss equally. Effectively, this saved Titan Insurance Company several hundred thousand dollars.
	<u>Appeal</u>		
VanEislander v Thomas Sebold and Associates, et al		Court of Appeals	Summary disposition and over \$35,000 in case evaluation sanctions was affirmed in favor of our client, TSA, by the Court of Appeals in a 53-page opinion (dated December 2, 2008). Further, the Court of Appeals denied a Motion for Reconsideration. This case concerns a \$3 million cottage in Bay Harbor. The plaintiff alleged over \$1.5 million in damages resulting from breach of contract, breach of warranty and negligence.
	<u>Appeal</u>		

Case Name	Case Type	Court	Result
Walter Sandusky vs. McNally Electric Inc. <u>Appeal</u>	product liability	Michigan Court of Appeals	<p>Twenty-year-old man sustained an amputation to both hands while operating a power press in the course of his employment at Lapeer Metal Stamping Company of Lapeer, Michigan. The Trial Court struck the Defendant's Notice of Non-Party Fault of the employer. The Defendant filed an interlocutory appeal which was accepted by the Court of Appeals. The Court decided without oral argument that the employer could be identified as a non-party at fault pursuant to MCL 600.2957 and MCL 600.6304 and there is no conflict with the Worker's Disability Compensation Act MCL 418.101. The lower court erred in concluding that a duty is required in order to assess fault against a non-party (employer) and that there was no duty owed to Plaintiff by his employer in this case. The case was remanded to the Trial Court for further proceedings consistent with the ruling of the Court of Appeals.</p>
Williams v Ford Motor Company <u>Appeal</u>	Products liability	Michigan Supreme Court	<p>Plaintiff suffered serious personal injuries following a single vehicle accident and filed suit claiming product defects in the steering components of a Ford Motor Company vehicle. The Oakland County Circuit Court granted Ford Motor Company's motion for summary disposition on the basis the claim was barred by a release. The Michigan Court of Appeals originally affirmed the grant of summary disposition on the basis the plaintiff failed to tender back the consideration received in exchange for the release. On re-hearing, the Michigan Court of Appeals reversed itself finding plaintiff presented a material facts dispute regarding whether there was fraud in the execution of the release foregoing the need to tender back the consideration to repudiate the release. The Michigan Supreme Court reversed the Michigan Court of Appeals' decision (on re-hearing) and re-instated the judgment of the trial court granting summary disposition for Ford Motor Company.</p>
Yax v. Liberty Mutual Insurance Company <u>Appeal</u>	RICO claim alleging that workers compensation benefits were	Sixth Circuit Court of Appeals	<p>There were six plaintiffs in this action. They sued their employer and the workers compensation insurance carrier, alleging that they had been wrongfully denied workers compensation benefits because of an improper and illegal conspiracy between the employer and the carrier. They further alleged that there were RICO violations by both defendants. We filed a motion to dismiss on the basis that the plaintiffs could not establish the requisite elements to maintain the RICO action. Judge Denise Page Hood of the United States District Court for the Eastern District of Michigan granted the motion to dismiss. Plaintiffs' counsel filed an appeal with the Sixth Circuit Court of Appeals. Oral arguments were held in Cincinnati. The Sixth Circuit Court of Appeals affirmed the dismissal. Plaintiffs' counsel then attempted to have the matter heard by the United States Supreme Court, filing a writ of certiorari. The U.S. Supreme Court denied that writ.</p>

Arbitrations and Trials

Dailey v Nationwide Insurance	arbitration	Wayne County Circuit Court	We were retained to file a motion to vacate a \$350,000 arbitration award in a claim for property damage pursuant to a homeowner policy. We argued that the arbitration award should be vacated because the arbitrator failed to follow controlling legal principles in awarding damages on theories which were not supported by law including defamation, intentional infliction of emotional distress and violation of the Michigan Consumer Protection Act. The trial court agreed and granted our motion and vacated the arbitration award and also appointed a new arbitrator.
	<u>Arbitration</u>		
DeDona v Nationwide		41A District Court, Macomb County	Trial for no-fault insurance benefits consisting of claims for medical expenses, work loss and replacement services. We were successful in obtaining a directed verdict for our client at the close of plaintiff's proofs. With regard to medical expenses, plaintiff had a coordinated medical policy, and failed to present proofs of the amounts properly payable under her primary health insurance plan. Plaintiff's claim for replacement services was dismissed because she had not properly quantified the number of days on which services were rendered, the type of services rendered, and any evidence on which a jury could assess a dollar value for those services. Plaintiff's claim for work loss, which consisted of an inability to continue weekend employment as a banquet hall bus person was dismissed because the banquet hall had since closed, and plaintiff had continued at her regular full-time employment as a secretary.
	<u>Trial</u>		
Estate of Vernon Wingard vs. Nutro Corporation	product liability	Genesee County Circuit Court	Jury verdict for Defendant in product liability death case where decedent Vernon Wingard was caught between the end of a conveyor and barrier guarding. Plaintiff appealed to the jury verdict of "no cause for action". The Plaintiff appealed arguing that he had met the burden of proof and that the Trial Court failed to direct a verdict in favor of the Plaintiff. The Court of Appeals affirmed the jury verdict.
	<u>Trial</u>		

Case Name	Case Type	Court	Result
Frank v. Summit Treestands	Product Liability Treestand	Frederick County, Md.	Plaintiff suffered a serious back injury when he fell 20 feet from a treestand. Plaintiff alleged that the treestand was defective, and that it was insufficiently manufactured to withstand the ordinary use. At trial, Defendants argued that the deformation seen on the treestand was the result of the fall, and not the cause of the fall, and that the incident was caused by Plaintiff's intentional decision to remove his full body safety harness. After only 15 minutes of deliberations, the jury returned a verdict in favor of the Defendant.
	<u>Trial</u>		
Gronski v Gander Mountain	Negligence	Saginaw County Circuit Court	Trial. Plaintiff sustained injuries when the cable of a hunting bow came off the cam striking his left wrist causing nerve damage. The Plaintiff was self-employed a plumber and claimed that as a result of the nerve injury his earnings as a plumber were greatly reduced. The Plaintiff's version of the events was that the sales representative handed him a bow and failed to remove a second zip tie that was placed on the bowstring to prevent customers from trying out the bows without assistance. Although the sales representative did cut off one of the zip ties, the sales representative allegedly failed to notice the second zip tie until the Plaintiff was at full draw of the bow. When the Plaintiff began releasing the bowstring it came off the cam and the string struck the Plaintiff's left wrist. The sales representative claimed he attempted to warn the Plaintiff that there was a second zip tie still on the string when he began pulling back on the bow but the Plaintiff ignored his warning. Plaintiff alleged that Gander Mountain was negligent for allowing the Plaintiff to pull back the bowstring with the second zip tie still affixed. Gander Mountain argued that the Plaintiff was comparatively negligent for failing to notice the bowstring as well as not heeding the sales representative's warning. Gander Mountain also argued that the Plaintiff's confirmed nerve injury was not the result of the bowstring incident, but rather the cause of his nerve injury was from his occupation working with his hands as a plumber for over 30 years. The jury returned a verdict of only \$500 for the Plaintiff even though the Plaintiff was seeking \$600,000 in past and future lost wages, medical bills and pain and suffering.
	<u>Trial</u>		

Case Name	Case Type	Court	Result
Hensley v VanRaemdonck <u>Trial</u>	Paramedic Malpractice	Genesee County Circuit Court	Received a defense verdict in a two week paramedic malpractice wrongful death case, wherein the decedent's survivors alleged that the decedent, after having sustained a fall and a C2 odontoid fracture, was mishandled by the paramedic and EMS crew, resulting in a shift and/or displacement of an odontoid fracture. The fracture allegedly compressed the spinal cord, resulting in a pulmonary and cardio arrest, and resultant brain damage. Decedent was removed from life support several days later. Plaintiffs alleged conscious pain and suffering on behalf of the decedent and the loss of love and society for 11 children and 44 grandchildren. The trial proofs concerned the testimony of approximately 9 lay witnesses and 7 medical treaters and experts. The defendant's case was based upon an assertion that the scene witnesses (decedent's family members) fabricated their version of events, and it was asserted that their version of events was not consistent with EMS and initial hospital triage documentation. The jury returned a verdict for defendant in approximately an hour and five minutes. The defendant will be entitled to approximately \$60,000 to \$80,000 in case evaluation sanctions.
Joan McNutt v Murray Built Construction, LLC <u>Trial</u>	Third party automobile negligence claim	Oakland County Circuit Court	The 70 year old Plaintiff claimed rotator cuff injury to her shoulder and spinal injury in her neck. The matter was evaluated at \$95,000 in Case Evaluation. Both sides rejected. Following trial, the jury returned a verdict for No Cause of Action, finding that Plaintiff had not been injured in the accident.

Case Name	Case Type	Court	Result
Machining Enterprises, Inc. v Wausau Business Insurance Company <u>Arbitration</u>	insurance coverage	Oakland County Circuit Court	<p>Claim by Machining Enterprises, Inc. for insurance coverage for underlying claims made against Machining Enterprises, Inc. (“MEI”) based on a General Motors recall, in which MEI sought in excess of \$10,000,000 for indemnification and defense costs. After the case pended in Oakland County Circuit Court for a year, the case was sent to binding arbitration. After a week long arbitration hearing, the arbitrators ruled in a 2-1 written decision that Wausau had no duty to provide coverage or a defense to MEI for the underlying claims, that there was no “occurrence”, that there was no “property damage”, that coverage was barred by the “work/product” exclusions (k), (l), (m) and (n), that the only damage referred to was to MEI’s own product and for repair and replacement of MEI’s own product, that there was never any claim for “property damage” as defined by the policy, that MEI’s conduct in regard to Wausau’s investigation showed that MEI did not believe that the claims were covered and that MEI breached its obligation to cooperate and provide notice to Wausau regarding the underlying claims. Following entry of the arbitration award, Wausau filed a motion to enter judgment on the award and MEI filed a motion to vacate the award. After the parties submitted briefs and argued the motions, Judge Goldsmith entered his opinion and order granting Wausau’s motion to enter judgment on the arbitration award and denying MEI’s motion to vacate the arbitration award, holding that the arbitration panel correctly cited and applied controlling principles of insurance law and that the arbitrators did not refuse to hear material evidence submitted by MEI.</p>
McHenry v Tax Preparer <u>Trial</u>		Oakland County Circuit Court	<p>We achieved a no-cause of action for our client in this case of accounting malpractice which involved a claim that the plaintiffs had submitted to our client, a tax preparer, documentation of nearly \$500,000 in casino winnings, and that he failed to prepare a return or to return their documents to them, resulting in substantial IRS penalties and interest. We persuaded the jury that our client had requested from the plaintiffs documentation of casino losses to offset their winnings, which they failed to provide him, and that when that documentation was not provided, approximately 18 months after they presented him with documentation of their winnings, he sent them a certified letter advising them to retrieve their documentation from his office.</p>

Case Name	Case Type	Court	Result
Randall A. Frank v Summit Treestands, LLC <u>Trial</u>	Products liability	Frederick County (Maryland) Circuit Court	<p>Trial Plaintiff brought a products liability action against Summit Treestands alleging that one of its treestands was defectively designed. The Plaintiff alleged that the arms of the seat portion of the treestand were not designed to withstand foreseeable loads placed on the arm portions during normal use. The Plaintiff claimed that while leaning on one arm of the treestand it bent causing the Plaintiff to fall to the ground sustaining spinal fractures, broken ribs and a punctured lung. We argued the product was properly designed and manufactured. We showed, through the use of a mechanical engineering expert and a treestand accident reconstructionist, that the damage to the treestand observed subsequent to the accident was the result of the Plaintiff falling on the treestand after he had lost his balance and fell without his safety harness attached to the tree. After a week long trial, the jury returned a verdict of no cause of action in less than 25 minutes.</p>
Randall Torno vs. R.E. Phelon Company <u>Trial</u>	product liability	US District Court Eastern District of Michigan	<p>Plaintiff and his wife filed a products liability action in the Federal Court in Detroit alleging that he sustained an L1 burst fracture and paraplegia as a result of an experimental aircraft crash in which Mr. Torno claimed that an RE Phelon engine ignition component failed causing his aircraft to lose power and crash in Monroe County, Michigan in June 2001. Mr. Torno was an engineer who built an experimental aircraft which utilized a 50 horsepower two-cycle engine. He claimed that an RE Phelon trigger coil was used in the ignition system, that the coil failed, causing the engine to overheat, burn a hole in one of the pistons, that there was a loss of power and that the aircraft crashed resulting in his permanent injuries. The case was defended on the basis that the trigger coil did not fail, but that Mr. Torno's alterations to the engine and its components resulted in a lean fuel mixture causing the engine to overheat and burn a hole in one piston. As a result of the crash, Mr. Torno sustained an L1 burst fracture of his vertebrae. He sustained a permanent loss of use of his lower extremities as well as affecting internal organs effected by the paraplegia. In addition, Mr. Torno was an engineer who earned \$75,000 a year and claimed reduction of earning capacity, future attendant services and other economic damages. After a four week trial the jury returned a verdict that RE Phelon Company was not negligent, i.e., no cause for action.</p>

Case Name	Case Type	Court	Result
Ronald Leggitt vs. Hyundai Motor America <u>Trial</u>	Breach of Warranty Automobile Lemon Law	Kalamazoo Circuit Court	<p>A defense verdict in a lemon law jury trial was obtained in the Kalamazoo Circuit Court. The client was a foreign auto manufacturer sued for breach of express and implied warranty arising out of the sale of a new motor vehicle. The plaintiff claimed that as a result of a faulty oil pump, oil was discharged from the engine of his 18-month-old vehicle. Plaintiff's expert, a certified mechanic, testified that based upon the wear observed he believed that the oil pump malfunctioned causing increased oil pressure which resulted in loss of oil through the oil filter port. The servicing dealer's mechanic who inspected the vehicle the day after the occurrence as well as the manufacturer's regional parts and service manager testified on behalf of the defense. The mechanic agreed that the oil was expelled through the oil filter port. However, the after market oil filter, which was not installed by an authorized dealer, was misaligned and improperly installed. The parts and service manager determined that the warranty did not apply under the circumstances. As a result of the loss of oil, the vehicle's engine seized. Plaintiff sought damages in excess of \$28,000.00. The jury found that the condition that gave rise to the engine failure was not the responsibility of the manufacturer.</p>
Smith v Ford Motor Company <u>Trial</u>	Product liability/wrongful death	Wayne County Circuit Court	<p>This case involved the alleged wrongful death of the driver of a vehicle manufactured by the Ford Motor Company. The plaintiff's estate alleged that the vehicle was defectively designed with respect to the front seating system and restraint system. Working in conjunction with a trial team, a defense verdict was obtained on behalf of the Ford Motor Company.</p>
Van Syckle v Ford Motor Company <u>Trial</u>	Auto negligence	Wayne County Circuit Court	<p>We represented Ford Motor Company in a rear impact automobile negligence case against the operator of a vehicle owned by Ford Motor Company. Plaintiff alleged that the subject motor vehicle accident resulted in extensive shoulder surgery and caused permanent disability. Plaintiff sought damages in the hundreds of thousands of dollars. A defense verdict was obtained on behalf of Ford Motor Company.</p>
Washington v. Nationwide Mutual Fire Insurance Company <u>Trial</u>	Breach of contract	Wayne County, MI	<p>Wayne County Circuit Court, insurance coverage dispute alleged breach of contract, consumer protection act, bad faith, and insurance code sought payment for a vehicle allegedly taken from their home while they slept. Prior to trial, we obtained summary disposition of all claims of Bad Faith and violations of the Consumer Protection Act, and the Insurance Code. At trial, we obtained a verdict of no cause of action in favor of NWI, establishing that there was no "loss" under the policy.</p>

Case Name	Case Type	Court	Result
Yanick vs. North South Trucking	Trucking Accident	Wayne County Circuit Court	A defense verdict was obtained in a 7-day trial before Judge Robert Ziolkowski of the Wayne County Circuit Court. The firm represented a truck driver and a trucking company in a lawsuit filed against them arising out of an incident where scrap flew from the defendants' truck and struck the plaintiff's vehicle. The plaintiff, in attempting to avoid the debris, slammed on her brakes and swerved her vehicle. She claimed that as a result of her vehicular motion in her attempt to avoid the debris, she suffered a herniated disc at L5-S1 which required surgery. The defense was presented that the plaintiff's condition was pre-existing and of a degenerative nature. A defense biomechanic testified as to the low level of force imposed on the low back in a braking/swerving maneuver. The plaintiff had surgery some 16 years prior to the incident at the L2-L3 and L3-L4 levels. It was noted that the L5-S1 disc was degenerating at that time. The plaintiff's surgeon disabled her from working as a nurse and testified that her condition was caused by the subject accident. The jury did not agree and found that the plaintiff's condition and subsequent surgery did not relate to the subject incident.
			<u>Trial</u>
Young v Nationwide		Washtenaw County Circuit Court	In this trial for no-fault insurance benefits, we were able to defeat a claim for attendant care allegedly provided by family members as the result of a 1991 closed head injury. We were able to persuade the jury that plaintiff did not require attendant care by cross-examination of plaintiff and his fiancée regarding the fact that she often left him alone, including when she worked full-time in an office, Monday through Friday, the fact that plaintiff continued to drive an automobile, and through cross-examination of plaintiff's examining neuropsychologist, that plaintiff did not require constant supervision, but assistance with only higher level cognitive functions, such as dealing with financial matters.
			<u>Trial</u>

Motions for Summary Disposition or Judgment

A & K Services v AMCO Insurance Company and Voss Insurance Agency

insurance coverage

28th District Court

Claim for insurance coverage for a vehicle purchased by the insured which was allegedly stolen from its premises. Following discovery we moved for summary disposition on the basis that the policy excluded coverage for the insured's own property, that there was no liability coverage because the claim was a first party claim, and that there was no claim against the agent for violation of the Michigan Consumer Protection Act. The trial court agreed and granted summary disposition as to all claims made by the plaintiff against both defendants.

Motion for Summary Disposition

Abbott v. Rekucki

Personal injury

Oakland County, MI

Oakland County Circuit Court, premises liability claim in which the plaintiff fell from a landing that, in violation of codes, had not guard rail, and suffered a severe shoulder and arm fracture resulting in a completely reversed shoulder that required re-breaking of the shoulder and instrumentation of the shoulder. Plaintiff's demand was for policy limits of \$500,000.00. We obtained summary disposition on the basis that plaintiff was a licensee and knew or should have known of the danger.

Motion for Summary Disposition

Ace Insurance Co. v. Total Yacht Management

Commercial litigation, insurance contracts

U.S. District Court, Eastern District, Southern

United States District Court for Eastern District of Michigan, in this insurance coverage action, defendant sought insurance coverage under a comprehensive general liability policy after the underlying claimant was arrested because the boat the defendant/insured rented to the claimant was not properly registered. The claimant had sought relief under theories of negligence, misrepresentation, and breach of contract, and specifically claimed to suffer physical manifestations of injury as a result of his imprisonment and alleged over \$750,000.00 of damages. We were successful on our motion for summary judgment that coverage was excluded under both the bodily injury and personal injury portions of the policy.

Motion for Summary Judgment

Alee v. Quintanilla

Personal liability, automotive

Oakland County, MI

Oakland County Circuit Court, automobile negligence action in which plaintiff claimed back and neck injuries with very lengthy treatment, and suffered a significant scar on the head. We obtained summary disposition on claims of threshold neck and back injury and permanent disfigurement.

Motion for Summary Disposition

Case Name	Case Type	Court	Result
AM Polis, Inc. and Polis Audish v Jeffrey H. Kaplan Agency, Inc. and Amanda M. Stephen <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	Claim by the plaintiff and the plaintiff's corporation for workers' compensation insurance. Plaintiffs alleged that they applied for and requested a policy of workers' compensation insurance from the defendant insurance agency. They further argued that they cancelled existing coverage in reliance upon obtaining such coverage. Following discovery we moved for summary disposition on the basis that the defendants were direct agents of Nationwide, that none of the exceptions to the general rule of no liability as set forth by the Supreme Court decision in Harts v Farmers Insurance Exchange, 461 Mich 1 (1999) applied, that the plaintiff had a duty to read his policy and raise any questions regarding coverage within a reasonable time, that discovery disclosed that the plaintiff did not cancel any other coverage in reliance on the Nationwide policy and that the plaintiff never requested workers' compensation coverage. The court granted our motion for summary disposition dismissing the plaintiffs' complaint with prejudice.
Amal Khalil v Walid I. Eledlebi, et al and Allstate Insurance Co. v Nationwide Insurance Co. <u>Motion for Summary Disposition</u>	No Fault	Wayne County Circuit Court	Nationwide insured Khalil for the first accident of September 9, 2001 for no fault benefits. Plaintiff was involved in a second accident of August 27, 2002 for which he was insured by Allstate. The complaint for the August 27, 2002 accident sought no fault benefits from Allstate. Allstate filed a third party complaint against Nationwide. Nationwide's Motion for Summary Disposition was granted on the basis that the complaint filed against Allstate did not give Nationwide notice that plaintiff was still claiming no fault benefits from the first accident and as such, plaintiff's claim and Allstate's claim were timed by by the Statute of Limitations. Furthermore, Allstate and Nationwide were not in the same priority for the payment of no fault benefits based on the plain reading of MCL 500.3114 because a priority dispute can only arise out of "a motor vehicle accident". Based on the plain reading of the statute there cannot be a priority dispute between two carriers where different accidents are involved. Allstate had no right of recoupment pursuant to MCL 500.3115(2) because Allstate and Nationwide were not responsible for the same loss. Furthermore, there was no contribution because neither Nationwide nor Allstate were tortfeasors. As such, Allstate was responsible for the payment of all no fault benefits.
Anderson v. GMAC <u>Motion for Summary Disposition</u>	Personal injury, automotive	Oakland County, MI	Oakland County, automobile negligence action in which plaintiff claimed back and neck injuries with very lengthy treatment. We obtained summary disposition on claims of threshold neck and back injury.

Case Name	Case Type	Court	Result
Arndt v. Elmridge <u>Motion for Summary Disposition</u>	Contract	Kent County Circuit Court	Claim by a Plaintiff who was injured when he tripped on a protruding rock guard at a local public library, suffering a fractured neck and facial injuries that resulted in residency in an assisted living facility. We represented the general contractor for the project. Our client was granted summary disposition on indemnity and hold harmless language in a contract with a subcontractor, who was responsible for installation of the rock guard. The subcontractor's insurance carrier then settled the claim with the Plaintiff, who voluntarily dismissed our client.
Automated Building v. Allbright <u>Motion for Summary Disposition</u>	Auto Negligence - PD	5th District Court	Plaintiff sought the cost of repair work to automated gate damaged in collision. The damages sought were beyond that authorized by the No-Fault Act and claim was filed more than one year after the loss. Motion for Summary Disposition was granted on both grounds.
Blackshear v United Way <u>Motion for Summary Disposition</u>	Premises liability	Oakland County Circuit Court	This was a premise liability claim in which the minor plaintiff was injured after a fall from playground equipment at an elementary school. We obtained summary disposition for the defendant on the basis that United Way had no liability for an alleged injury which did not occur during a United Way program.
Borgess v. Titan <u>Motion for Summary Disposition</u>	No-Fault Auto	7th District Court	This was a first-party action for personal protection insurance benefits. Borgess submitted medical bills to Titan for medical treatment of Titan's insured. Titan had the medical bills and paid only the reasonable and customary fee for the medical treatment. Borgess filed suit seeking audited payment of all of the charges. Titan filed a Motion for Summary Disposition on the grounds that Borgess signed an agreement accepting the amount paid by Titan, and, therefore, Borgess' suit was barred by the agreement. The trial court agreed and granted summary disposition in favor of Titan.

Case Name	Case Type	Court	Result
Burmeister v Kroger	Premises Liability	Genesee County Circuit Court	This is an action where plaintiff, Kreg Burmeister, sustained a slip and fall on black ice in a Kroger parking lot that resulted in a shoulder injury that necessitated two separate surgeries. Plaintiff was off work for nearly two years and had decreased income thereafter. We were able to establish through the depositions of plaintiff and several Kroger employees that there was a severe winter ice storm occurring at the time of plaintiff's slip and fall that put plaintiff on notice of the parking lot being slippery. The trial court agreed that since plaintiff was a lifelong Michigan resident and that he recognized there was precipitation in Michigan during the winter, he should have been aware that icy conditions were open and obvious. Summary disposition was granted.
			<u>Motion for Summary Disposition</u>
Cameron v Red Roof Inns	Premises Liability	Washtenaw County Circuit Court	Plaintiff Robert Cameron slipped on water inside the vestibule of our defendant, Red Roof Inn, sustaining a serious knee injury. Plaintiff asserted that there had been continuing roof leak problems and that at the time of the accident the plaintiff was "distracted" from viewing any water on the floor based upon looking at water leaking through ceiling tiles approximately 20 feet away from the entrance to the motel. Plaintiff asserted that water on the floor, at the time of the accident, was not open and obvious because Red Roof Inns' alleged negligence caused his attention to be diverted and therefore he did not see the alleged water on the floor. Defendant's motion for summary disposition asserted that this did not take away the open and obvious defense as the plaintiff still had an obligation to view what was in front of him. It was also argued that there were no special aspects that take away the defense because although the leaking ceiling tiles may have been "unusual", any such negligence was too remote from the circumstances of the condition of the floor where the plaintiff allegedly slipped. The court granted summary disposition based upon the open and obvious defense and lack of any special aspects. The plaintiff appealed to the Court of Appeals and the Court of Appeals affirmed the dismissal.
			<u>Motion for Summary Disposition</u>

Case Name	Case Type	Court	Result
Carl Harm v. Keith Dinger, Wayne Webber, and Danny Hanshaw <u>Motion for Summary Disposition</u>	Automobile Negligence	Benzie County Circuit Court	<p>This lawsuit arose from a motor vehicle accident occurring when our client struck an engine block that had fallen out of the bed of a pickup truck owned and operated by the Co-Defendants. The collision with the engine block caused our client to lose control of his vehicle, cross the centerline and collide head-on with the vehicle operated by the Plaintiff, who suffered multiple left leg fractures, as well as fractures of ribs, his scapula, nose, and L1-2. Plaintiff also suffered facial numbness and tingling, cracked teeth, and permanent neurological deficits. We conducted discovery depositions of the investigating police officers who acknowledged that our client encountered a sudden and unexpected emergency in the roadway that was not of his own making. After securing favorable opinion testimony from each of the police officers, a Motion for Summary Disposition was filed and granted by the Court on the basis that reasonable minds could not differ that our client did encounter a sudden and unexpected emergency which relieved him of any responsibility for the accident.</p>
Carl Michael Davis v Jackie L. Williams, Kathy's Trucking Company, et al <u>Motion for Summary Disposition</u>	Trucker Liability Negligence	Washtenaw County Circuit Court	<p>Davis sued the truck driver, the trucking company, and O&I Transport, Inc. Plaintiff had extensive injuries to include injuries to the spleen, ribs, lungs, a head injury resulting in being in a coma for about 2 months, residual impairments, removal of a portion of his skull to allow healing, and residuals from paralysis to the right side of his body. A motion for summary disposition was filed on the basis of the sudden emergency doctrine and that plaintiff's negligence was more than 50% the cause of the accident. The court granted the motion finding that based on the facts and notwithstanding the affidavits of plaintiff's two experts that no reasonable juror could differ that plaintiff was more than 50% the cause of the accident and as such, his non-economic damages were barred as a matter of law. Furthermore, the court ruled that the sudden emergency doctrine applied and as such, plaintiff's entire claim was barred to include all forms of economic and noneconomic damages.</p>

Case Name	Case Type	Court	Result
Ciborowski v J. Slagter & Son. <u>Motion for Summary Disposition</u>	Construction/ Negligence	Genesee County Circuit Court	Plaintiff Henryk Ciborowski was injured while performing painting services under an overpass when his scaffolding collapsed. He sustained a closed head injury and several vertebrae fractures. Plaintiff asserted that our defendant, J. Slagter & Son, was negligent in failing to provide proper supervision and was negligent in their alleged involvement in the scaffolding rigging. J. Slagter & Son was insured with Bituminous Insurance Company. The issues in the case revolved around the duty of a general contractor in supervising and being responsible for a subcontractor's employee's injury. Our Motion for Summary Disposition was granted because the contract between the general contractor and the subcontractor, did not create any separate and distinct duties as regards to the plaintiff.
City of Lake Wilson v Detroit Radiant Products Company, Inc. <u>Motion for Summary Judgment</u>	Products liability	Murray County (Minnesota) Circuit Court	Motion for Summary Judgment. Plaintiff brought a products liability action against a number of Defendants, including Detroit Radiant, for a large propane gas explosion which destroyed most of the downtown area of a small farming community in southwestern Minnesota. The claimed damages exceeded \$4,000,000. The Plaintiffs argued that the Detroit Radiant propane heater was improperly installed. The Co-Defendant who installed the heater, as well as the Plaintiffs, brought a failure to warn claim against Detroit Radiant arguing that its instructions and warnings were inadequate and were the direct cause of the improper installation of the heater and resulting explosion. Detroit Radiant argued that it had no duty to warn because the installers had actual knowledge of how to properly install the heater as well as the dangers associated with improper installation. Detroit Radiant also argued that the installers would be considered sophisticated users and thus there would be no duty to warn. The Court agreed and granted Detroit Radiant's Motion for Summary Judgment pertaining to the failure to warn claim.
David W. Allard, As Trustee of The Bankruptcy Estate of Laura J. Wilamowski v Joseph A. Sova, State Farm Mutual Automobile Insurance Company, Clarkston Steel, Inc., Conrad C. Wilamowski and Mirash Bojaj <u>Motion for Summary Disposition</u>	third party auto	Oakland County Circuit Court	Plaintiff brought suit against multiple defendants alleging injuries incurred in a multi-vehicle auto accident. The plaintiff claimed that she had a lumbar laminectomy and total and permanent disability from prior cervical fusions as a result of the accident. We argued that the defendants, Sova and Clarkston Steel, had no liability and that Sova's truck was knocked into the median by another vehicle, where it stopped. The trial court agreed and granted summary disposition holding that there was no evidence of anything other than an "accident" and no negligence on the part of the defendants.

Case Name	Case Type	Court	Result
Dingman v. King <u>Motion for Summary Disposition</u>	Premises Liability (near-drowning)	Muskegon County Circuit Court	Claim by Santina Dingman on behalf of her minor son, Jackson Dingman, a near-drowning victim in the backyard pool of our client. Following Case Evaluation at which Plaintiff sought between \$28 million and \$34 million dollars for the permanent brain damage suffered by the minor, we obtained summary disposition on the basis of a lack of foreseeability that the minor would not be adequately supervised by our client's adult daughter, who was babysitting the minor at our client's residence while they were vacationing out of state.
Duke Energy Ohio, Inc. vs. ABB Inc. <u>Motion for Summary Judgment</u>	commercial transaction	US District Court Southern District of Ohio	Claim by Duke Energy of a circuit breaker failure and damage to a 571 MVA transformer and other ancillary damages. The Complaint alleged negligence, products liability, breach of contract, and breach of warranty with regard to two 345kV, 2000 ampere circuit breakers purchased from ABB. The case was defended on the basis that there was no product defect, ABB Terms and Conditions applied to the transaction and the Statute of Limitations barred the claim. Duke Energy voluntarily dismissed the lawsuit prior to the Court hearing arguments on ABB's Motions for Summary Judgment.
E & O Taxi, LLC v Insurance Services of Detroit & al <u>Motion for Summary Judgment</u>	Insurance Coverage	Wayne County Circuit Court	A claim that the carrier had wrongfully canceled a commercial insurance policy covering a fleet of taxi cabs, resulting in uncovered claims and eventual failure of the company. We demonstrated that the policy was not canceled by the carrier, but rather was canceled by the taxi company's premium finance company when the taxi company failed to make payments to the finance company which had financed the \$154,000 annual premium, and that this was in compliance with the premium finance contract and with Michigan statute regulating premium financing transactions [MCL §500.1511]. The Court agreed that when cancellation is achieved in that manner, it is not necessary to also comply with cancellation requirements of MCL §500.3020. Our motion for Summary Judgment was granted.
Easterday v. Crossings I <u>Motion for Summary Disposition</u>	Premises Liability	Kalamazoo County Circuit Court	Claim by a Plaintiff who slipped and fell on ice in the parking lot of her apartment building, suffering a displaced fracture requiring extensive surgery. Our Motion for Summary Disposition was granted, and upheld on appeal, on the basis that the alleged dangerous condition was open and obvious and that the condition did not pose a uniquely high likelihood of harm to the Plaintiff.

Case Name	Case Type	Court	Result
Eggertsen v. Meijer, Inc. <u>Motion for Summary Disposition</u>	Premises Liability	Kent County Circuit Court	The Plaintiff alleged neck and back injuries as a result of merchandise falling from a display. We obtained summary disposition on the basis that Plaintiff failed to present any evidence that the allegedly dangerous condition was caused by Meijer, was known to Meijer, or was present for sufficient length of time to cause notice to Meijer.
Elder v. Nationwide Mutual Fire Insurance Company <u>Motion for Summary Judgment</u>	Breach of contract, insurance	U.S. District Court, Eastern District, Southern	United States District Court, Eastern District of Michigan, insurance coverage dispute in which plaintiffs sought coverage for underlying claims of misrepresentation during the sale of a home. We successfully obtained summary judgment that the claims were not covered under the standard form homeowner's policy.
Estate of Horn vs. GMAC <u>Motion for Summary Disposition</u>	Third Party/Dramshop/ UM/UIM Coverage	Alpena County Circuit Court	The plaintiff, Estate of Horn, filed a wrongful death/dramshop/UIM coverage action against six defendants arising from the plaintiff's decedent's death in a motor vehicle accident. Upon analysis of competing uninsured and underinsured motorist coverage provisions, we filed and prevailed upon a Motion for Summary Disposition in favor of GMAC, upon argument that GMAC's coverage was excess over the competing UIM carrier in a situation involving a vehicle which the insured decedent did not own.
Estate of Margaret Herema v. Meijer, Inc. <u>Motion for Summary Disposition</u>	Premises Liability	Kent County Circuit Court	Claim by the Estate of Margaret Herema, who died as the result of an assault occurring in Meijer's parking lot by unidentified criminal assailants. The Estate alleged that Meijer was negligent for failing to have proper security measures in place to avoid assaults to their business invitees, failed to maintain video cameras in a reasonable fashion that would have detected the presence of criminal assailants, and that Meijer knew of the propensity for crime to be committed on their premises given a history of prior criminal assaults at other stores. Summary disposition was granted in favor of Meijer on the basis that there is no legal duty on the part of a business owner to provide protection to its business invitees from criminal attacks, that the criminal action was not foreseeable to Meijer, and that a duty does not arise as the result of a business owner attempting to provide security measures. No appeal was taken from this highly publicized case.

Case Name	Case Type	Court	Result
Estate of Mary Jackson v Williams Lake Development, et al. <u>Motion for Summary Disposition</u>	Premise liability/wrongful death	Oakland County Circuit Court	This case was a wrongful death and property damage action wherein plaintiff sought damages following the flooding of plaintiff's decedent's condominium as the result of heavy rainstorms. Plaintiff's decedent owned and resided in a condominium within defendant's development which was still undergoing development. Plaintiff alleged that as a result of improper site design, improper grading and drainage and poor site maintenance, a catch basin overflowed and backed up, flooding the decedent's condominium. This allegedly resulted in lost value to the property, damages to personal property and decedent's forced evacuation of the premises which allegedly hastened the decedent's death. We obtained summary disposition for our client based upon plaintiff's failure to produce the necessary evidence to support claims for economic and non-economic loss and due to the fact Michigan case law did not support sentimental/emotional distress damages for loss of use or damage to property.
Ferchak v George W. Auch Company <u>Motion for Summary Disposition</u>	construction accident	Genesee County Circuit Court	Claim for injuries incurred by the plaintiff in a construction accident when he fell from the top of a pallet of cinder blocks from which he was working. The plaintiff claimed that the accident resulted in a serious ankle injury which has prevented him from returning to work in construction. We represented George W. Auch Company, the general contractor for the project. Following discovery we filed a motion for summary disposition on the basis that the accident did not occur in a common work area and that the plaintiff was more than 50% at fault which barred his claim for non-economic damages. We argued specifically that the area where the plaintiff was working, the top of the pallet of cinder blocks was not a common work area where any other employees or trades worked, and the plaintiff was more than 50% at fault for working from this area without any fall protection. The trial court agreed and granted our summary disposition.
Forest Creek Condominium Association vs. Winnick Homes <u>Motion for Summary Disposition</u>	Breach of Warranty/Residential Construction	Oakland County Circuit Court	Plaintiff sought damages from the Defendant Builder, Winnick Homes, arising out of the replacement of a sewer line at a cost of approximately \$47,000.00. Plaintiff alleged that during the course of construction the sewer line was damaged. Plaintiff further alleged that it had no notice or knowledge of the damage until the sewer line failed some six years later. At the close of discovery a Motion for Summary Disposition was filed on behalf of Defendant builder based upon the Limitation of Warranties in the sales contract and the Statute of Repose. Judge Chabot of the Oakland County Circuit Court granted Defendant's motion on both grounds. No appeal was taken.

Case Name	Case Type	Court	Result
Gaugi Properties v AMCO Insurance	insurance coverage	St. Clair County Circuit	Claim by insured for alleged water damage in excess of \$200,000 to the insured's building. We filed a motion for summary disposition on behalf of AMCO on the basis that the policy was cancelled prior to the loss. Plaintiff argued that AMCO was estopped from raising the defense because it was not raised in the reservation of rights and denial letters, and because AMCO was aware that the address where the premium notices and cancellation notice were sent was not the insured's appropriate address. We obtained summary disposition with the court finding that the cancellation was effective, that the application listed the primary, mailing, billing address, which is where AMCO sent the notices, and that AMCO was not estopped from raising the defense.
			<u>Motion for Summary Disposition</u>
Guevara v. Martinez	Third Party Auto	Muskegon County Circuit Court	Claim by a Plaintiff for personal injuries suffered in an automobile accident which included a dislocated right shoulder and a torn anterior rotator cuff which resulted in surgical repair and removal of bone fragments. Summary disposition was granted in favor of our Defendant on the basis that the Plaintiff's injuries, although objectively manifested, did not affect the Plaintiff's general ability to lead his normal life. The Order granting summary disposition was upheld on appeal.
			<u>Motion for Summary Disposition</u>
Hatch v Akins and McEvans	third party auto	Wayne County Circuit Court	Claim for injuries to minor plaintiff resulting from an auto accident with claims of injuries to the head, a fracture of the pelvis, shoulder injuries and a laparotomy of the abdomen. In response to our motion for summary disposition that there was no serious impairment, the court granted the motion.
			<u>Motion for Summary Disposition</u>

Case Name	Case Type	Court	Result
Hedley v Frank Rewold & Sons, Inc., Royal Roofing, Inc., et al. <u>Motion for Summary Disposition</u>	Construction defects	Oakland County Circuit Court	<p>This case involved a claim by the plaintiff, Larry Hedley, a volunteer for the Apostolic Church of Christ construction project. Mr. Hedley had climbed a 14-foot steel ladder and, while attempting to close a scuttle door, fell to the concrete floor, suffering alleged severe personal injuries. While attempting to close the scuttle door, a gripper sleeve on the closing handle slipped off, contributing to the plaintiff losing his balance and falling to the floor. Plaintiff filed suit against a number of different entities, including our client, Frank Rewold & Son, Inc., the construction manager, and Royal Roofing Company, Inc., the entity which installed the scuttle door. Plaintiffs alleged there were defects with regard to the design of the steel ladder in conjunction with the orientation of the scuttle door, as well as negligence in the installation thereof. The trial court granted summary disposition on behalf of Frank Rewold & Son, Inc., on the basis that the alleged danger was not readily observable and that the accident in this case did not happen from a violation of the construction manager's duty as set forth in various controlling Michigan construction accident cases. Royal Roofing Company, Inc., was also granted summary disposition on the basis the plaintiff failed to show that it did not use due care in installing the hatch.</p>
Integon Insurance Company v Berry <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	<p>Declaratory action filed to obtain a determination that Integon Insurance Company had no duty to provide coverage or a defense to its insureds in an underlying claim against the insureds arising out of a motor vehicle accident. We argued that the insureds had failed to provide notice of the accident, and failed to provide notice of the underlying suit resulting in a default being entered against them and failed to provide notice of the default. We were successful in obtaining a summary disposition that Integon had no duty to provide coverage or a defense to the insureds in the underlying action due to the lack of notice which was to the prejudice of Integon.</p>

Case Name	Case Type	Court	Result
Jaclyn Allen v Nationwide Mutual Fire Insurance Company and Auto-Owners Insurance Company <u>Motion for Summary Disposition</u>	no fault coverage	Washtenaw County Circuit Court	Claim for no fault benefits for catastrophic injuries to the plaintiff. The issue was whether the plaintiff was a resident of her parents' household and thus entitled to no fault benefits under the Nationwide policy issued to her parents or was a resident of her grandmother's household and thus entitled to no fault benefits from her grandmother's insurer Auto-Owners. Auto-Owners argued that the plaintiff had indicated on her vehicle registration and driver's license that she was a resident of her parents' household. We argued that pursuant to the affidavits of the witnesses, including the plaintiff, her parents, her grandmother and other family members and neighbors, that the plaintiff was a resident of her grandmother's household. We argued further that Auto-Owners' argument regarding the driver's license and vehicle registration did not raise any genuine issue of material fact. The court, Judge Archie C. Brown, agreed and ordered summary disposition in favor of the plaintiff and against Auto-Owners, and dismissed all claims against Nationwide.
James Cobbs vs. Schwing America, Inc. <u>Motion for Summary Judgment</u>	product liability	US District Court Eastern District of Michigan	Plaintiff alleged amputation injuries from a defectively designed and manufactured grout pump. Mr. Cobbs alleged amputation of four fingers of the right hand, loss of industrial use of the hand, post traumatic stress disorder, depression, anxiety, lost wages and lost earning capacity. USDC Judge Duggan granted summary judgment on the basis of misuse and that Mr. Cobbs was unable to establish all of the elements of the Michigan Risk Utility Test.
Janes v. Moss <u>Motion for Summary Disposition</u>	Third Party Auto	Kent County Circuit Court	Claim by a Plaintiff who suffered a broken finger resulting in surgery and extensive physical therapy. Plaintiff claimed her injury was a serious impairment of an important body function that affected her ability to lead a normal life. Summary disposition was granted in favor of our client on the basis that the Plaintiff's injury, although objectively manifested, was not sufficient to constitute a serious impairment of body function. The Court's ruling was upheld on appeal.
Jason Brink v Titan <u>Motion for Summary Disposition</u>	Insurance Coverage	56A Judicial District Court	The plaintiff claimed that he was owed collision damage coverage regarding his vehicle that was destroyed in an automobile accident. The insurer defendant denied the request, stating that the plaintiff lied on his insurance renewal application, and therefore, the policy should be void ab initio. The court granted the defendant's motion for summary disposition, and the plaintiff did not appeal.

Case Name	Case Type	Court	Result
John Bonnici v Auto Club Insurance Association <u>Motion for Summary Disposition</u>	Negligence	Macomb County Circuit Court	<p>Motion for Summary Disposition granted. Plaintiff brought a negligence claim against AAA after he sustained serious injuries when he was struck by another motor vehicle while attempting to obtain emergency roadside assistance from AAA. The Plaintiff's vehicle had broken down on an expressway and he had contacted AAA for roadside service. The Plaintiff claimed that the dispatcher directed the Plaintiff to exit his vehicle during a heavy snowstorm at night on I-94 when he was struck by a motorist shortly thereafter. Plaintiff claimed that AAA breached a duty owed to the Plaintiff to ensure his safety and direct him to stay in his vehicle and summon emergency roadside service. We filed a motion for summary disposition on AAA's behalf arguing that AAA owed no duty to the Plaintiff to ensure his safety, direct his actions or otherwise provide roadside assistance without the Plaintiff providing a detailed description of his location in order for the emergency roadside service providers to render aid. The trial court agreed granting Defendant's motion dismissing the Plaintiff's case in its entirety against AAA.</p>
Jolyn Welsh Wagner v. Barnes & Noble Booksellers, et.al. <u>Motion for Summary Disposition</u>	Premises Liability	Oakland County Circuit Court	<p>Premises liability claim in which plaintiff was struck by a moving motor vehicle in the Barnes & Noble parking lot as she was walking towards the bookstore's entrance. Plaintiff claimed that Barnes & Noble was liable for her injuries, arguing that Barnes & Noble failed to maintain adequate lighting, proper landscaping and clear markings directing the flow of traffic in and out of the parking lot. We were successful in our Motion for Summary Disposition, as the Court agreed that Barnes & Noble was not negligent in the maintenance of its parking lot and that it did not cause the motor vehicle to strike and injure plaintiff.</p>
Jones v. Coreschi <u>Motion for Summary Disposition</u>	Personal liability, automotive	Oakland County, MI	<p>Oakland County Circuit Court, third party automobile negligence case, in which plaintiff sought recovery for neck and back injuries after significant treatment. After noting discrepancies in an affidavit filed by plaintiff's treating physician, we obtained summary disposition after successfully cross examining Plaintiff's treating physician and clarifying that there was no proof of causation.</p>

Case Name	Case Type	Court	Result
Judy Labs v Hyundai Motor America <u>Motion for Summary Disposition</u>	Lemon Law, Breach of Warranties, Claimed Violation of	Kalamazoo County Circuit Court	Lemon Law, breach of warranty, and Consumer Protection action against auto manufacturer Hyundai Motor America in which plaintiff sought the entire purchase price of her Hyundai Entourage minivan due to the vehicle's purported defective condition. Plaintiff claimed that water would collect in the hinge of the rear hatch of her minivan and seep into the vehicle whenever the hatch was opened. We were successful in our Motion for Summary Disposition, as the Court agreed that the vehicle's purported condition did not cause plaintiff an objective substantial impairment as required to recover under Michigan's Lemon Law and that therefore there was no breach of express or implied warranty and no violation of the Consumer Protection Act.
Karen Campbell v Nationwide Mutual Fire Insurance Company <u>Motion for Summary Disposition</u>	No Fault	Wayne County Circuit Court	Plaintiff sought no fault benefits claiming injuries to her neck, back, arms, elbows, hands, shoulders, and head for which Nationwide paid no fault benefits. The plaintiff seemed to be making a good recovery and was to return to work when she suffered a partial thickness tear of her right elbow during physical therapy. Summary disposition was granted on the basis of MCL 500.3105 since the elbow injury was not an accidental bodily injury that arose out of the use of a motor vehicle, but arose out of the physical therapy treatment for other injuries that had occurred in the accident. Since plaintiff had no complaints of elbow problems from the motor vehicle accident and since the right elbow complaints only occurred several months later as noted in the medical records as the result of physical therapy, the court granted the motion on the basis that the right elbow injury did not arise out of the motor vehicle accident.

Case Name	Case Type	Court	Result
Karen Palmatier, Personal Representative of the Estate of James Palmatier v Bell Warehousing & Manufacturing Services, Inc., Universal Production Farms, Inc., John Lee Ragland, and BBK, Ltd. <u>Motion for Summary Disposition</u>	Negligence – Wrongful Death	Genesee County (Michigan) Circuit Court	<p>Motion for Summary Disposition granted. Plaintiff brought a wrongful death negligence action for fatal injuries Plaintiff sustained while making a pickup at a loading dock. Plaintiffs alleged that the premises owner and our client, BBK, a management consulting company, failed to properly maintain the loading dock and failed to enforce or implement proper safety policies and procedures. The Plaintiff claimed the decedent truck driver's head was struck/crushed from a backing tractor trailer while he was on the loading dock assisting the truck repositioning. The Plaintiff claimed that BBK had assigned the plant manager to the facility where the accident occurred who was also head of the maintenance department and safety committee. The Plaintiff claimed that the BBK plant manager failed to repair or replace dock bumpers and as a direct result the Plaintiff sustained fatal injuries when he was assisting another truck driver back into the loading dock with damaged or missing bumpers. Plaintiff also alleged that BBK was negligent in allowing outside truck drivers to operate dock equipment and having no designated waiting area for truck drivers. On behalf of BBK, we filed a motion for summary disposition on the basis that BBK, a management consulting company, owed no duty to a third party to actively ensure the premises were safe or to enforce or adopt safety procedures. The Plaintiff's last demand was \$9 million. The trial court agreed granting BBK's motion for summary disposition and dismissed BBK with prejudice.</p>
Krafft v Crane Co., et al. <u>Motion for Summary Disposition</u>	Toxic Tort	Gratiot County Circuit Court	<p>This case involved a 62 year old police officer living with mesothelioma, an always fatal form of cancer, who worked for Michigan Chemical, General Motors and Leonard Refinery at various times beginning in the late 1960s. We filed a motion for summary disposition based on the sophisticated user defense, relying on MCLA 600.2947(4) and Bearup v Parker, a 2008 decision that was affirmed on rehearing in February of 2009. Judge Tahvonon granted our motion and held that plaintiffs' claim for failure to warn was barred by the sophisticated user doctrine. There were approximately 75 defendants still in the case when the motion was granted.</p>

Case Name	Case Type	Court	Result
Lacresia Nolan v Nationwide Mutual Fire Insurance Company <u>Motion for Summary Judgment</u>	insurance coverage	U. S. District Court for Eastern District of Michigan	Plaintiff filed suit seeking recovery for fire damage to her home insured by Nationwide for \$161,000. After completing discovery we moved for summary judgment on the basis that the policy of insurance was rescinded from its inception due to the plaintiff/insured's misrepresentations in the application for insurance. The plaintiff argued that Nationwide had to prove an intentional misrepresentation, that Nationwide undertook to inspect the premises and should have ascertained that they were vacant, and that the plaintiff advised the agent that she was not residing in the premises and only intended to move in the future contrary to the written application, thus estopping Nationwide from raising a misrepresentation in the application and that Nationwide knew the premises would be vacant because they were being remodeled and under construction. The court rejected all of these arguments holding that the misrepresentation did not have to be intentional, that Nationwide had no duty to investigate to determine if the representations in the application were correct, that the plaintiff/insured did not provide oral information to the agent contrary to all of the misrepresentations in the application and thus Nationwide was not estopped from raising the defense of misrepresentations in the application and the fact that the home was allegedly being remodeled or under construction was irrelevant to the misrepresentations. The court granted summary judgment to Nationwide dismissing all of the claims.
Lambert v Blaska and Martin <u>Motion for Summary Disposition</u>	Automobile Negligence	Genesee County Circuit Court	The plaintiff underwent surgery for a back injury following an automobile accident occurring on December 12, 2003. She also had various courses of physical therapy, restrictions, and the claimed inability to perform her normal activities of life. The defendant uncovered evidence though, of a prior history of degenerative disc disease, physical therapy, steroid injections, restrictions, and complaints of disability, for years prior to and leading up to the subject accident date. The court granted summary disposition to the defendant, holding that the course and/or trajectory of the plaintiff's life had not changed. The plaintiff did not appeal.
Larkin v. Meijer, Inc. <u>Motion for Summary Disposition</u>	Premises Liability	Kent County Circuit Court	Claim by a Plaintiff who slipped and fell on snow and ice outside a Meijer store, suffering a fracture of her left lateral tibial plateau which resulted in an open reduction with internal fixation surgery. Summary disposition was granted to our client on the basis that the alleged dangerous condition was open and obvious to a reasonably prudent observer. Plaintiff agreed to forego an appeal given our ability to collect sanctions as a result of an Offer of Judgment of no cause for action filed with our initial responsive pleadings.

Case Name	Case Type	Court	Result
Latta v Nationwide Property & Casualty Insurance Company and Kimberly Byrne <u>Motion for Summary Disposition</u>	bad faith/insurance coverage	41B District Court	Claim for bad faith and breach of contract seeking to enforce an alleged settlement agreement of an underlying claim by Chad Latta against the Nationwide insured, Glenwood Apartments, for an alleged premises injury claim. The plaintiff's claim in the underlying action was for \$200,000. The plaintiff made numerous offers, Nationwide made two counter-offers, but the plaintiff did not accept either of Nationwide's counter-offers and continued making additional offers until the statute of limitations expired with no agreement being made. We obtained a summary disposition on behalf of Nationwide and the Nationwide claim rep, Kimberly Byrne, on the basis that the plaintiff had no claim for bad faith against the insurer of a defendant, and that the plaintiff's claim to enforce the settlement failed because the plaintiff failed to prove an offer and acceptance.
LeClair v Life Insurance Company of North America <u>Motion for Summary Disposition</u>	Insurance coverage	Delta County Circuit Court	Summary disposition was granted for our client due to the insured's functional loss of his legs and feet due to his spinal injury was not equivalent to the loss of both feet "by severance at or above the ankle" as contemplated by the accidental insurance policy.
Lesnock v. KohlerCompany <u>Motion for Summary Disposition</u>	Personal injury products liability action	Wayne County Circuit Court	This was a products liability action against our client, the manufacturer of a toilet. The plaintiff sustained certain injuries while using a toilet in a casino restroom in Detroit. That toilet fractured and broke away from the wall, causing injuries to the plaintiff when she fell to the floor. The in-house expert from our client examined the remains of the toilet. His opinion that the product was not defective and failed because of improper installation and/or maintenance was the basis for our motion for summary disposition. Wayne County Circuit Court Judge Kathleen Macdonald granted that motion.
Lockard v. Berger Realty Group <u>Motion for Summary Disposition</u>	Personal liability, premises	Oakland County, MI	Oakland County Circuit Court, premises liability claim in which the plaintiff suffered broken hip after falling on a patch of ice while entering Defendant's building. We obtained summary disposition by demonstrating that the condition upon which the plaintiff fell was open and obvious.

Case Name	Case Type	Court	Result
Lofton v Schelde Enterprises, Inc./Bonfire Bistro Brewery	Premise liability	Oakland County Circuit Court	We obtained summary disposition on a premises liability claim in which the plaintiff alleged she mis-stepped and fell off of a single step in a restaurant due to poor lighting and poor interior design. Summary disposition was granted on the basis that the subject step was open and obvious.
			<u>Motion for Summary Disposition</u>
Lorbec Metals v. Atradius	Commercial dispute, insurance contract	Oakland County, MI	Oakland County Circuit Court, insurance coverage dispute seeking reimbursement for lost business profits under a business loss policy. We were successful in obtaining summary judgment on the basis that the alleged loss did not fall within the insurance coverage.
			<u>Motion for Summary Disposition</u>
MacLachlan v The Glidden Co., et. al.	Wrongful Death/ Premises Liability	Ingham County Circuit Court	The estate of decedent, David MacLachlan, sued for wrongful death and premises liability concerning the death of Mr. MacLachlan, when he was struck and killed in the street after exiting a City of Lansing bus. Mr. MacLachlan was supposedly forced to walk in the street because of an accumulation of snow on the sidewalk that was located on the premises of the defendant. The trial court granted the defendant summary disposition, holding that the plaintiff decedent was only a licensee on the defendant's premises, and therefore, he was not owed any duty by the defendant to clear the walkway. The Court of Appeals affirmed.
			<u>Motion for Summary Disposition</u>
Mark Porter v Frank Rewold & Son, Inc. v Howard Structural Steel, Inc. v American Erectors, Inc.	construction accident/indemnity	Oakland County Circuit Court	Claim by Mark Porter for injuries incurred when a block wall fell on him on a construction project. We represented American Erectors, Porter's employer, and a third party defendant. Porter claimed that a joist being lowered by a crane operated by American Erectors struck a masonry wall, causing the wall to fall onto the plaintiff causing the injuries. We argued that the third party plaintiff Howard Structural Steel had no claim against American Erectors. First, the claim for common law indemnity was barred because the only claim against Howard Structural Steel by Rewold was for contractual indemnity and this was not liability arising by operation of law, and a party is not entitled to common law indemnity for contractual indemnity liability. Second, we argued that Howard had no claim for contractual indemnity against American Erectors. The Howard/American Erectors subcontract contained an indemnity provision which required American Erectors to indemnify Howard and the owner. There was no claim against the owner. The only claim against Howard was for contractual indemnity to Rewold. We argued that American Erectors did not owe contractual indemnity to Howard for Howard's contractual indemnity obligation to Rewold. The trial court agreed and granted summary disposition.
			<u>Motion for Summary Disposition</u>

Case Name	Case Type	Court	Result
Masarweh v. Meijer, Inc.	Premises Liability	Kent County Circuit Court	Claim by a Plaintiff who slipped and fell on a puddle of clear water, resulting in a knee injury culminating in arthroscopic surgery. Summary disposition was granted in favor of our client on two issues, lack of notice of the alleged dangerous condition and on the open and obvious doctrine.
			<u>Motion for Summary Disposition</u>
Mendez v. Wilkins	Auto Negligence	Kent County Circuit Court	Plaintiff suffered a rotator cuff injury which required surgery and four months off work. Our Motion for Summary Disposition was granted on the basis that Plaintiff did not meet the no-fault threshold.
			<u>Motion for Summary Disposition</u>
Merriweather v. Nationwide Mutual Fire Insurance Company	Commercial liability, insurance contract	Oakland County, MI	Oakland County Circuit Court, insurance coverage dispute alleged negligence, breach of implied warranties, breach of express warranties, violation of Consumer Protection Claim, Negligent Hiring, Training, Supervision And Retention, Intentional/Negligent Infliction Of Emotional Distress, Fraud, Deceit, Misrepresentation, Libel and Slander. We obtained summary disposition on all claims of on negligence, breach of implied warranties, breach of express warranties, violation of Consumer Protection Claim, Negligent Hiring, Training, Supervision And Retention, Intentional/Negligent Infliction Of Emotional Distress, Fraud, Deceit, Misrepresentation, Libel and Slander.
			<u>Motion for Summary Disposition</u>
Mohammed Huda v Integon National Insurance Company	insurance coverage	U. S. District Court for the Eastern District of Michigan	Claim for no-fault benefits and uninsured motorist benefits by the plaintiff arising from a motor vehicle accident in which the insured sustained catastrophic injuries including loss of his right eye. We defended the case on the basis that the plaintiff/insured made a material misrepresentation in the application for the policy by failing to disclose all of the household members who were of driving age including his son Mohammed Huda, Jr. We argued that this served as the basis for rescission of the policy. The Detroit Medical Center intervened as a plaintiff to support the plaintiff's claim. On cross-motions for summary judgment filed by all of the parties, the court agreed with our motion and ruled that the policy was properly rescinded from its inception based on the material misrepresentation in the application.
			<u>Motion for Summary Judgment</u>

Case Name	Case Type	Court	Result
Nationwide v Ayoub <u>Motion for Summary Disposition</u>	third party auto/ insurance coverage	Oakland County Circuit Court	We filed a declaratory action on behalf of Nationwide to obtain a ruling that Nationwide did not owe coverage to its insured for the insured's son's use of the insured vehicle which allegedly caused a multi-vehicle accident and catastrophic injuries to the underlying plaintiff. We filed a motion for summary disposition arguing that there was no proof of any permissive use of the vehicle by the insured's unlicensed son, that the insured's son was not a resident of the insured's household, and in the alternative, that the insured misrepresented in the application for insurance regarding his address and the garage location of the vehicle, and that the insured committed fraud in making the claim by providing contrary information regarding his home address. We were successful in obtaining summary disposition that there was no permissive use of the vehicle by the insured's son, that the insured's son did not reside with the insured and thus the insured's son was not a "relative" as defined by the policy, and the court further ruled that if Nationwide had to pay the minimum limits of \$20,000/\$40,000 pursuant to the Financial Responsibility Law, the insured would have to reimburse Nationwide.
Nationwide v Felton <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	We filed a declaratory action on behalf of Nationwide to obtain a ruling regarding insurance coverage for an underlying claim in which the insured brought suit against the driver of her vehicle for alleged injuries incurred from a motor vehicle accident. We filed a motion for summary disposition that the liability coverage for the vehicle was reduced from \$100,000 to \$20,000 by the household exclusion and that the insured's vehicle could not meet the policy definition of an uninsured or underinsured vehicle. The case was dismissed in response to our motion for summary disposition.
Nationwide v Poling <u>Motion for Summary Judgment</u>	insurance coverage	U. S. District Court for the Eastern District of Michigan	We filed a declaratory action on behalf of Nationwide to obtain a ruling on coverage issues arising out of an auto accident in which the Nationwide insured was severely injured and the driver of the vehicle was killed. We filed a motion for summary judgment arguing that the policy limits were reduced to the Financial Responsibility Limits of \$20,000/\$40,000 by the household exclusion. The court entered judgment in our favor ruling that the Nationwide policy limits were reduced from \$100,000 to \$20,000 by the household exclusion.

Case Name	Case Type	Court	Result
Northland Insurance Co. as Subrogee of GM Grand v Century Surety Company and Adel Abbas Hashim <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	Claim for \$148,000 in property damage from a fire to property owned by GM Grand and insured by Northland Insurance Co. Northland filed suit as subrogee of GM Grand against Century Surety Company and Adel Abbas Hashim seeking coverage for the loss under the policy of insurance issued by Century Surety Company to the tenant Hashim and seeking recovery against Hashim for the damages pursuant to the lease. We were successful in obtaining summary disposition from Judge Wendy Baxter for both Century Surety and Hashim, on the basis that the Century Surety policy did not provide first party property coverage to GM Grand and that although GM Grand was an additional insured on the Century Surety policy, the policy did not provide any property coverage for GM Grand's loss and also did not provide any liability coverage to Adel Abbas Hashim for the claims made by Northland. The court further ruled that Adel Abbas Hashim had no liability to GM Grand under the lease, because although the lease stated that the tenant assumed the entire risk of loss for damage to all or any part of the property, a separate lease provision required the landlord to insure the property. There had been a case evaluation award in favor of the plaintiff in the amount of \$25,000.
Olsman v MIC v Eimers <u>Motion for Summary Disposition</u>	attorney lien	Oakland County Circuit Court	Claim for reimbursement of attorney fees by the plaintiff law firm on the basis that the insurer had paid a settlement without including one of two law firms who represented the plaintiff on the settlement check while following the direction of the second law firm. The court granted summary disposition in favor of MIC that MIC was entitled to full reimbursement from the third party defendant Eimers who had directed MIC regarding the payment of the settlement.
Paul Jacobs v Titan <u>Motion for Summary Disposition</u>	No-Fault PIP Benefits	St. Clair County Circuit Court	The plaintiff, Paul Jacobs, was the driver of a vehicle that was struck by a drunk driver, wherein the plaintiff sustained severe burns from the collision, and where plaintiff's passenger perished in the resultant fire. The plaintiff was also drinking, and he was sentenced to one-year in jail for this offense. Mr. Jacobs claimed that he was entitled to wage loss benefits while he was in jail, because he said that he would have been eligible for the work release program offered through the jail, but for his injuries. The court granted the defendant summary disposition, holding that a request for work release was never made by the plaintiff at the time of sentencing, and that therefore, the reason the plaintiff was not working was due to being in jail, and not as the result of alleged injuries arising from the subject motor vehicle accident.

Case Name	Case Type	Court	Result
Penzien v Ground Development <u>Motion for Summary Disposition</u>	construction accident	Macomb County Circuit Court	Claim by plaintiff for in excess of \$400,000 in damages claiming that the defendants had improperly trespassed and damaged her property including cutting down numerous trees. We obtained a partial summary disposition on the basis that there was only one act of trespass for which the plaintiff was claiming damages which allegedly occurred in March, 2005 and that all subsequent acts of trespass alleged by the plaintiff were dismissed.
Peterson v Landlord <u>Motion for Summary Disposition</u>		Macomb County Circuit Court	We were able to obtain summary disposition for our client in this lawsuit which involved a claim of permanent disability and substantial loss of earning capacity as the result of a slip and fall on ice in the parking lot of a commercial office building. Through deposition testimony of plaintiff, we were able to establish that there were dry areas in the parking which plaintiff could have safely traversed into the building on the morning of her fall, to support the complete defense that the condition of which plaintiff complained was open and obvious, and one for which defendant did not owe plaintiff a duty to protect her.
Powell's Sand & Gravel, Inc. v The Charter Twp. of Montrose <u>Motion for Summary Disposition</u>	Constitutional Law	Genesee County Circuit Court	The plaintiff, Powell's Sand & Gravel, Inc., filed suit against the Township of Montrose asserting that the township violated the Fifth and Fourteenth Amendments to the U.S. Constitution, as applied through 42 USC 1983, and Article 1, Section 17 of the Michigan Constitution. The township was accused of restricting the plaintiff's use of his property for a concrete crushing operation unlawfully. The township originally allowed this operation pursuant to a special use permit, but then denied the renewal of the special use permit after receiving numerous complaints of neighbors of Mr. Powell concerning noise, traffic, and dust pollution. Mr. Powell claimed that he was denied the constitutional right to use his property for a profit, and that he therefore lost significant revenue of more than a million dollars when the special use permit was not renewed. The trial court granted summary disposition to the defendant, and the plaintiff did not appeal.
Register v. Sledge <u>Motion for Summary Disposition</u>	Personal injury, automotive	Oakland County, MI	Oakland County Circuit Court, automobile negligence action in which plaintiff claimed back and neck injuries with very lengthy treatment. We obtained summary judgment by demonstrating that plaintiff's injuries were pre-existing and that there was no causation between the accident and any of these pre-existing complaints.

Case Name	Case Type	Court	Result
Reid v. Bravokilo, Inc. <u>Motion for Summary Disposition</u>	Personal injury premises liability	Washtenaw County Circuit Court	Personal injury action in which the plaintiff alleged that he fell on a step in a restaurant. We represented the owner of the restaurant. Following discovery we filed a motion for summary disposition on the basis that the condition of the premises was open and obvious. Plaintiff's counsel did not respond to that motion and the Court granted summary disposition without requiring oral argument.
Richard v Nationwide <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	Claim for no fault benefits and liability insurance coverage arising out of a motor vehicle accident. We determined through discovery that the plaintiff misrepresented the time of the accident when she reinstated her insurance policy after a cancellation for failure to timely pay premiums. By obtaining cell phone records of the involved parties we were able to convince the court that the plaintiff had misrepresented at her deposition that she had renewed the policy prior to the accident, and the court granted summary disposition finding that the accident occurred before the policy was reinstated and thus there was no coverage as a matter of law.
Robert Needham vs. The Roho Group <u>Motion for Summary Judgment</u>	product liability	US District Court Eastern District of Michigan	USDC Judge David Lawson grants Defendant's Motion for Summary Judgment; Plaintiff is a quadriplegic who was confined to a wheelchair. The Plaintiff used Defendant's air inflated cushion to prevent pressure sores. He used the cushion successfully over a number of years but in June 2001 he claims an incident occurred where the cushion lost air pressure and caused a stage 1 ulcer on his buttocks. The stage 1 ulcer reportedly developed into a stage 4 ulcer. The Plaintiff claimed that the open wound resulted from the Defendant's alleged negligence in the design and manufacture of the cushion. The Defendant denied that the cushion was defectively designed or manufactured. Further, the Defendant stated that the Plaintiff failed to prove causation, i.e., that the alleged defect resulted in the loss of air pressure in the cushion. Judge Lawson agreed with the Defendant and granted summary judgment.

Case Name	Case Type	Court	Result
Rock v V.W. Kaiser Engineering, Inc. <u>Motion for Summary Disposition</u>	Employment Discrimination (Gender & Pay)	Tuscola County Circuit Court	<p>The plaintiff, Sandra Rock, claimed gender discrimination when she was reduced in pay following her voluntary transfer from the shipping department of the defendant's manufacturing plant, into the production department. The plaintiff requested this transfer, and she agreed to a decrease in pay upon the transfer. After her prior wage was not restored within less than a year of the transfer though, Ms. Rock formed the opinion that she was the subject of gender discrimination, and she voluntarily quit her position with the company. This occurred even though the plaintiff was paid a higher rate upon transfer than all of the new male workers in production, with her same level of experience, and even though she was still paid a higher wage than the male who was training her in production. The trial court granted summary disposition to the defendant holding that there was no evidence of either direct or circumstantial evidence of discrimination.</p>
Ronald Jay Dupuis v. Prema Graham, et.al. <u>Motion for Summary Judgment</u>	Intentional Tort, Constitutional Violations	United States District Court, Eastern	<p>Plaintiff, a former Hamtramck police officer, was fired from the Hamtramck Police Department after Defendant reported to her superiors that Plaintiff "tased" her with a department-issued Taser while the two officers were on duty and patrolling in a squad car. Plaintiff was then charged with criminal assault and battery. After a criminal trial in which Plaintiff was acquitted, Plaintiff sought reinstatement with the Hamtramck Police Department, which was denied after an arbitrator determined that Plaintiff did in fact shock Defendant with a Taser. Plaintiff then brought action in Federal Court, alleging that Defendant committed various Constitutional violations and intentional torts. Specifically, Plaintiff claimed that Defendant engaged in malicious prosecution and defamation and violated his 1st, 4th and 14th Amendment rights contrary to 42 USC 1983 by reporting the "tasing" incident to her superiors. The Court granted our Motion for Summary Judgment, agreeing that Plaintiff's claim of defamation was barred by the arbitrator's conclusion that Plaintiff did shock Defendant with a Taser; that Plaintiff's claim of malicious prosecution was barred because Defendant did not initiate the prosecution against Plaintiff, because the prosecutor did not act solely on the basis of information provided by Defendant, and because Defendant reported truthfully that Plaintiff had "tased" her; and that Defendant did not commit any Constitutional violations against Plaintiff under 42 USC 1983, as she was not a "State Actor" when she reported the "tasing" incident to her superiors.</p>

Case Name	Case Type	Court	Result
Safeco v MIC	insurance coverage	53rd District Court	Claim by the plaintiff insurer for recovery of collision insurance benefits from two other insurers. We obtained a summary disposition on the basis that the claim was barred by the statute of limitations.
			<u><i>Motion for Summary Disposition</i></u>
Samborski v Universal Warranty Corporation	insurance coverage	Wayne County Circuit Court	Claim by the plaintiff for vehicle repairs pursuant to an alleged service contract issued by Universal Warranty Corporation. We represented Universal Warranty Corporation and following discovery filed a motion for summary disposition on the basis that the plaintiff's application for a vehicle service contract was rejected because the plaintiff's vehicle had too many miles on it and was not eligible for the coverage written. In addition, the plaintiff had failed to follow procedures required for filing a claim. In response to our motion for summary disposition the claim was dismissed with prejudice.
			<u><i>Motion for Summary Disposition</i></u>
Schomer v MIC General Insurance Corporation	insurance coverage	Oakland County Circuit Court	The MIC insured filed a declaratory judgment action to determine whether the criminal act exclusion in the MIC policy excluded coverage for claims made against the insured as owner of the insured vehicle resulting from multiple accidents from the permissive use of the insured's granddaughter's boyfriend while involved in a police chase. After discovery including deposing the driver in prison we filed a motion for summary disposition to enforce the criminal act exclusion in excess of the Financial Responsibility limits. The insured and the underlying plaintiff argued that the exclusion was contrary to public policy and also ambiguous and unenforceable. We were successful in obtaining summary disposition with the trial court ruling that the exclusion was not ambiguous or contrary to public policy or the No Fault Act or Financial Responsibility Act and applied to bar coverage.
			<u><i>Motion for Summary Disposition</i></u>
Scott v. Meijer, Inc.	Premises Liability	Kent County Circuit Court	Claim for injuries incurred by Plaintiff as a result of a slip and fall. Summary disposition was granted in favor of our client given the expirations of the Summons & Complaint prior to its being filed upon Meijer, and the running of the applicable statute of limitations.
			<u><i>Motion for Summary Disposition</i></u>

Case Name	Case Type	Court	Result
Sean Peter Cloyd v Nagy Trucking, et al, <u>Motion for Summary Disposition</u>	Negligence	Macomb County Circuit Court	<p>Motion for Summary Disposition. The Court granted Defendants' Motion for Summary Disposition dismissing the Plaintiff's claim in its entirety. The Plaintiff was a cement truck driver working for Nagy Ready Mix. A tractor trailer driven by a Nagy Trucking employee allegedly crushed the Plaintiff between his tractor trailer and the Plaintiff's cement truck which was parked in the Nagy Ready Mix fueling yard. The Plaintiff brought a negligence action against Nagy Trucking, the Defendant tractor trailer driver and another entity that owned the tractor trailer. The Plaintiff alleged that the Defendants were separate and distinct corporate entities. An independent case evaluation awarded the Plaintiff \$1.6 million. Defendants brought a Motion for Summary Disposition arguing that pursuant to the economic realities test, all the corporate Defendants would be construed as the Plaintiff's employer and thus his claim would be barred by the exclusive remedy provision of the Worker's Disability Compensation Act (WDCA). The trial Court agreed granting Defendants' motion dismissing the Plaintiff's case in its entirety against all the Defendants.</p>

Case Name	Case Type	Court	Result
Sophia Gore v Nationwide Mutual Fire Insurance Company <u>Motion for Summary Disposition</u>	No Fault	Wayne County Circuit Court	<p>Gore filed a claim for no fault benefits with USAA. USAA paid benefits from the date of the accident of November 9, 2005, until approximately November 8, 2007. USAA had paid \$75,000 in benefits and an additional \$25,000 to secure a release of any future no fault benefits that it might owe. USAA had determined that Gore was an ex-spouse of its insured and hence not an insured under the policy. After settling with USAA, Gore filed suit against Nationwide, the insurer of the owner of the motor vehicle that Gore was operating at the time of the motor vehicle accident. Gore alleged that Nationwide was responsible for the payment of no fault benefits and based on representations made to Gore through Nationwide's policyholder that Gore had been misled into not suing Nationwide in the first place. The motion for summary disposition of Nationwide was based on the statute of limitations bar of MCL 500.3145 in that Gore had never provided written notice of the accident to Nationwide within one year of the accident, that if the claim was not completely barred it was partially barred for all benefits more than one year prior to the filing of the suit against Nationwide, and there was no fraudulent misrepresentation based on the opinion of an insurance agent made to a third party, who allegedly then conveyed that information to the plaintiff. Plaintiff had indicated to the third party that she was fully insured with USAA. This information had been conveyed to the insurance agent. The court granted the motion for summary disposition finding that the claim was totally barred by the statute of limitations since no written notice was provided to Nationwide within one year of the accident and that any representations made by the insurance agent to a third party could not be relied on by the plaintiff. The court applied the rule of law that there can be no detrimental reliance based on an allegation of fraud or misrepresentation made to a third party who in turn related it to Gore. In this case, there was no representation made to Gore by the insurance agent and furthermore, the opinion of the insurance agent was just that and was an accurate statement of the law based on the facts known at that time, i.e. that Gore was fully insured through her own carrier, USAA. The plaintiff was precluded from obtaining lifetime no fault benefits from Nationwide.</p>
State Farm Fire & Casualty Company v S. R. Jacobson Development Corp., et al. <u>Motion for Summary Disposition</u>	Construction/n egligence	Oakland County Circuit Court	<p>We obtained summary disposition on our cross-claim for complete indemnification against the co-defendant furnace installer resulting in an eventual settlement where our clients paid zero.</p>

Case Name	Case Type	Court	Result
State Farm vs. The Davey Tree Expert Company <u>Motion for Summary Disposition</u>	General Negligence	Wayne County Circuit Court	<p>A summary disposition was obtained in favor of the defendant tree trimming company in a subrogation lawsuit brought by a homeowner's insurer in the Wayne County Circuit Court. The homeowner was advised by the cable installer that a tree growing in the homeowner's yard had come in contact with the service drop running from the utility pole to the house. The homeowner called the local utility who dispatched an inspector from the tree trimming company. The inspector noted that the service drop was severely worn with areas where the exterior coating had worn away and that the ground cable was broken. A crew was dispatched to the home the next day. During the course of clearing the line, one of the crew members noticed an arc. Shortly thereafter, the homeowner exited the home indicating that the home was on fire. It was alleged that as a result of movement of the service drop, the ground cable which ran into the home was energized, causing molten metal to splatter in the basement area which resulted in the fire. The plaintiff's expert offered an opinion as to the conduct of the tree trimmers, but admitted that he had no training or experience with tree trimming. He further admitted that although he had been retained to address electrical issues in over 400 cases, this was the first case where he ever rendered an opinion concerning the conduct of tree trimmers. Extensive depositions of the tree trimmers, supervisors and employees of the utility were taken. This testimony was consistent that the conduct of the tree trimmers was appropriate and the resultant fire was unforeseeable. After extensive argument, Judge Baxter of the Wayne County Circuit Court granted defendant's motion for summary disposition, holding that the plaintiff had failed to support its claim of negligence against the tree trimming company.</p>
Stieler vs. Robertson Orion, LLC <u>Motion for Summary Disposition</u>	Breach of Warranty/ Home Construction	Oakland County Circuit Court	<p>This matter involved a claim of property damage arising out of the building of a retaining wall at the Plaintiff's residence. The insureds were Robertson Orion, LLC and Robertson Brothers. The Robertson Defendants developed the subdivision that built the Plaintiff's home through various subcontractors. A retaining wall was built by Subcontractor Soulliere. In defending this matter, Soulliere was named as a non-party at fault. Soulliere was added as a party Defendant and ultimately settled its claim for \$110,000.00. Summary disposition was granted by Judge McDonald of the Oakland County Circuit Court in favor of the Robertson Defendants on the basis of the applicability of the Developer's One Year Limitation of Warranties and the Economic Loss Doctrine which negated any negligence claim. Further the Court held that no duty was owed by the builder (Robertson Brothers) to the Plaintiffs as no contract or other relationship existed. The Plaintiffs appealed the dismissal and the Court of Appeals affirmed.</p>

Case Name	Case Type	Court	Result
Sturlese v. Six-Chuter, Inc., et al. <u>Motion for Summary Judgment</u>	Product liability, safety restraint	Cameron Parish, LA; Louisiana Court of Appeals	Louisiana Court of Appeals, product liability case arising out of the use of a powered parachute in which Plaintiff sought recovery for paraplegia and sought over \$15 million. Representing the manufacturer of an automotive seatbelt, we obtained judgment notwithstanding the verdict from the trial court on the basis that the use of an automotive seatbelt in a powered parachute was not reasonably foreseeable. In a published decision, the Louisiana Court of Appeals affirmed this result.
Superior Pontiac Buick GMC v Nationwide <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	Claim by Superior Pontiac Buick GMC to obtain title to a vehicle allegedly stolen from Nationwide's insured. We obtained a summary disposition that Nationwide was entitled to full reimbursement for the amount paid to its insured for the vehicle plus all defense costs and attorney fees incurred in defending the case based on the insured's agreement to indemnify Nationwide as part of the settlement of his claim for the alleged stolen vehicle.
Swift v. Ameristep Corporation & Stokes Metal <u>Motion for Summary Disposition</u>	Product Liability	Ionia County Circuit Court	Claim by a Plaintiff who suffered serious and extensive injuries after falling to the ground while descending from a tree stand, from which he was hunting. Summary disposition was granted in favor of our client, Stokes Metal, on the basis that the Plaintiff failed to present evidence establishing that the product in question was improperly heat treated by our client. The Court agreed that the Plaintiff failed to come forth with evidentiary proof which created a genuine issue of material fact.
Sylvan Township v Kvetko, et al. <u>Motion for Summary Disposition</u>	Construction/negligence	Washtenaw County Circuit Court	This case involved a construction defect in which third-party plaintiff claimed our client, third-party defendant, Rothenberger Company, Inc., was liable for any damages arising from plaintiff's claim of constitutional takings and trespass based on the alleged defective installation of a sewer service line adjacent to defendants' property. We obtained summary disposition, arguing our client owed no duty to plaintiff and that, even assuming such a duty existed, any claims of defective installation of the sewer line failed on a matter of law.

Case Name	Case Type	Court	Result
Sznerch, et. al. v. Honeywell International, Inc. <u>Motion for Summary Disposition</u>	Product Liability, Seatbelt	Kissimmee, Fla.	While driving to Florida, the Plaintiff family were hit by a drunk driver, causing their van to roll. During the rollover event, the daughter was thrown from the vehicle and killed. The driver's head was crushed between the door and vehicle frames during the roll over event. Plaintiff alleged that the child's seatbelt released, and that the driver's retractor spooled out webbing. The trial court granted summary judgment noting that the plaintiff could not trace the vehicle defect into the hands of the defendant, and that the defendant could not be liable as a component part supplier.
Takata v. Key Safety Systems <u>Motion for Summary Disposition</u>	Unfair Trade Practices, Employment	Macomb County, Michigan	Plaintiff sued former employee and new employer for alleged violation of Michigan's Unfair Trade Practices Act, and for the hiring of its former employer in violation of its non-compete agreement. The trial court granted summary disposition on the Unfair Trade Practices Act claims, and awarded actual costs and attorneys fees to the Defendant as sanctions for the prosecution of the case.
Talaski v Carsten <u>Motion for Summary Disposition</u>	Auto Negligence	Genesee County Circuit Court	This is a third party automobile accident that was dismissed upon our filing of a Motion for Summary Disposition arguing that the plaintiff failed to meet the injury requirements of Kreiner v Fisher. Plaintiff had sustained shoulder injuries that necessitated his missing work for over six months and having physical restrictions thereafter. The court granted our motion, ruling that plaintiff's life had not been significantly affected by the accident and his physician imposed restrictions were short and based upon subjective complaints.
Tearra Lofton, as Personal Representative of the Estate of Mychal Matthews, Deceased, v Detroit Board of Education, Detroit Public Schools, et al. <u>Motion for Summary Disposition</u>	Wrongful death	Wayne County Circuit Court	This case arose from allegations that a 16-year-old boy, a severely mentally and physically handicapped "special needs student", was choked to death while wearing his doctor-approved safety vest and while riding on a school bus owned by the Detroit Public Schools. Plaintiff alleged that the defendants, along with two of its employees, were negligent and violated his constitutional rights under 42 USC §1983. After extensive discovery, defendants filed a motion for summary disposition on the basis the state law claims against the defendant employees were barred by governmental immunity, the defendants did not deprive the decedent of his due process rights guaranteed by the 14th Amendment and that the plaintiff lacked standing since there was no person who could actually recover damages under the Wrongful Death Act. The trial court agreed with the defendants and entered an order granting the defendant's motion for summary disposition. The decision of the trial court was affirmed by the Michigan Court of Appeals.

Case Name	Case Type	Court	Result
Terry D. Manier, Individually and Next Friend of James Anthony Manier, a minor, Shaniqua Jean Hughes, a minor and William D. Manier, a minor v MIC General Insurance Corporation <u>Motion for Summary Disposition</u>	insurance coverage	Washtenaw County Circuit Court	Plaintiff filed suit seeking a declaratory judgment that MIC had improperly rescinded and reformed an auto liability insurance policy based on a misrepresentation in the application. The minor plaintiffs were all severely injured in an auto accident and sought recovery under the MIC policy issued to Terry D. Manier for the policy limits of \$100,000/\$300,000. We succeeded on a motion for summary disposition on the basis that the policy of insurance issued to Manier's parents was reformed due to an intentional misrepresentation made by Manier's mother that Manier resided with his parents and that his vehicles were garaged there. MIC discovered this misrepresentation after the accident involving one of Manier's vehicles in which his three children were injured. We successfully argued that under the reformed policy the children were "family members", and thus pursuant to the household exclusion, any liability coverage available to them would be limited to the Michigan financial responsibility limits of \$20,000/\$40,000.
Terry v MIC General Insurance <u>Motion for Summary Disposition</u>	insurance coverage	Wayne County Circuit Court	Claim for no fault benefits and uninsured motorist benefits arising out of a motor vehicle accident. We determined during the course of discovery that the insured misrepresented his residence at the time he applied for the policy of insurance, misrepresented the residence of his insured girlfriend, misrepresented the garage location of the insured vehicles in the application for the policy, and also misrepresented his planned future employment which served as the basis for obtaining no fault wage loss benefits. The trial court granted summary disposition finding that the insurance policy was properly rescinded from its inception based on the misrepresentations in the application, and further that the plaintiff's claim for no fault benefits was also barred by the misrepresentations in making the claim for wage loss benefits.
Thomas Craig v Walsh Construction Company of Illinois <u>Motion for Summary Judgment</u>	construction accident	U. S. District Court for the Eastern District of Michigan	Plaintiff brought suit against Walsh Construction Company of Illinois as general contractor for injuries from a construction accident. Craig fell approximately 25 feet from shoring which was being dismantled by his employer's work crew. The plaintiff claimed permanent disability from his work as a carpenter from alleged multiple injuries from the fall. There was a comp lien of approximately \$200,000. We removed the case to U. S. District Court, to complete discovery and filed a motion for summary judgment on the basis that the plaintiff's claim against Walsh as general contractor was barred because there was no common work area. We obtained a summary judgment from Judge Arthur Tarnow on the basis that there was no evidence of a common work area.

Case Name	Case Type	Court	Result
Titan Insurance v. Michigan Auto Recovery Service <u>Motion for Summary Disposition</u>	Commercial dispute, insurance contract	Wayne County, MI	In this dispute the Plaintiff sought recovery for insurance proceeds for a new BMW that one of the Defendant's employees had destroyed using equipment owned by the Defendant. The trial court granted summary disposition to the Defendant on the basis that the employee exceed his authority and was not acting within the course and scope of his employment when the vehicle was crushed.
Towner v. Lakestates Workplace Solutions <u>Motion for Summary Disposition</u>	Product Liability	United States District Court, Eastern	Claim for injuries incurred by Plaintiff as a result of an alleged failure of a chair manufactured and distributed by our client, resulting in serious and permanent back and neck injuries. Summary Disposition was granted in favor of our client on the basis that the Plaintiff failed to establish a case of manufacturing defect or design defect and that there was no basis for a breach of express or implied warranty claim.
Tyler vs. Professional Grounds Services <u>Motion for Summary Disposition</u>	Snow Removal Negligence/ Indemnity	Wayne County Circuit Court	Allene Tyler suffered a slip and fall on snow and ice in the Westland Plaza Shopping Center sustaining a fractured ankle. Subsequently she developed a thrombosis whereupon a blood clot migrated to her brain causing a stroke. Professional Grounds Services, contracted with the shopping center owner to plow and salt the parking lot. It entered into a subcontract with Seal Snow Removal to perform this work. The subcontract contained an indemnity and additional insured clause. After the close of discovery a Motion for Summary Disposition was filed on behalf of Professional Grounds as to the Plaintiff on the basis that Professional Grounds Services owed no duty. Further, a motion for summary disposition for indemnity was filed as to Seal Snow Removal pursuant to the contract. The court granted both motions. Ultimately, Seal's carrier reimbursed Professional Grounds' carrier for its costs and attorney fees.
Warren v. Heritage Service Centre <u>Motion for Summary Disposition</u>	Motor Vehicle Service & Repair Act & MI Consumer Protection Act	61st District Court	The court granted the Defendant's Motion to Dismiss with prejudice after the Plaintiff refused to comply with the court's Order regarding discovery.

Case Name	Case Type	Court	Result
William Washeleski v. Ameristep	Product Liability	Mecosta County Circuit Court	Claim for injuries suffered by the Plaintiff in a hunting accident when he fell from a tree stand. We represented the manufacturer of a safety belt that Plaintiff claimed he properly attached to himself and the tree on which his tree stand was mounted. Plaintiff's expert alleged that the product was defectively designed and manufactured since it failed to prevent the Plaintiff's fall from the tree stand. Plaintiff, who had no recollection of the events surrounding his fall from the tree, suffered a traumatic brain injury with permanent neurologic deficits, a fractured pelvis, dislocated and fractured ribs, torn ligaments to his left knee, and a ruptured disc at L2-3, with permanent and ongoing nerve damage and a chronic pain condition. After aggressive expert discovery, our Motion for Summary Disposition was granted on the basis that the Plaintiff's allegation that the safety belt was somehow defective was based upon speculation and conjecture, and not supported by any factual evidence.
			<u>Motion for Summary Disposition</u>
Wiseman v. Adamczak	Auto Negligence	Newaygo County Circuit Court	Plaintiff suffered soft-tissue injury to his neck and knee. We filed a Motion for Summary Disposition based on the no-fault threshold. Plaintiff dismissed his case with prejudice.
			<u>Motion for Summary Disposition / Voluntary</u>
Wiseman v. Adamczak	Auto Negligence	Newaygo County Circuit Court	Plaintiff suffered soft-tissue injury to his neck and knee. We filed a Motion for Summary Disposition based on the no-fault threshold. Plaintiff dismissed his case with prejudice.
			<u>Motion for Summary Disposition / Voluntary</u>
Yee v. State Court Administrator, et al.	Civil rights	Sixth Circuit Court of Appeals	This case involved a disgruntled litigant who had been involved in numerous unsuccessful lawsuits and sought to recover damages for violations of his civil rights in prior state court proceedings. Judge Rosen granted our motion for summary judgments on various grounds, including the Rooker-Feldman doctrine. The Sixth Circuit Court of Appeals subsequently affirmed in a written opinion and the United States Supreme Court denied a writ of certiorari.
			<u>Motions and Appeals</u>

Other Proceedings

Auto Club Group Insurance Company v. DeWalt Industrial Tool Company & Black & Decker (U.S.), Inc.

Dismissal

Product Liability

United States District Court, Western

Claim by the insurer of homeowners Doug and Kris Stratz, seeking reimbursement of damages caused by a fire allegedly the result of a product manufactured by our client. After aggressive expert discovery, we were able to demonstrate to Plaintiff's attorney that their experts' opinions were not well grounded. Auto Club agreed to a voluntary dismissal of their \$150,000.00 claim without payment of any settlement monies.

Bert v Ferguson Enterprises, Inc., et al.

Dismissal

Automobile negligence

Wayne County Circuit Court

We obtained a dismissal in this case involving a three-vehicle intersection accident involving a bus, our client's tractor-trailer and a third vehicle which ran a stop sign at a high rate of speed. Dismissal was entered on behalf of our client after cross-examination of the plaintiff at deposition during which we exonerated our client's driver of fault.

Campbell v. Nationwide Mutual Fire Insurance Company

Dismissal

Breach of contract, insurance

Wayne County, MI

Wayne County Circuit Court, insurance coverage dispute alleged breach of contract, consumer protection act, bad faith, and insurance code sought payment for a vehicle allegedly stolen. We obtained a voluntary dismissal with prejudice after cross examination of Plaintiff at her deposition demonstrating that Plaintiff had misrepresented a material fact (that she had continuous coverage on the vehicle for six months preceding the application) in her application, thus voiding the policy ab initio.

Cleola Black v Nationwide Insurance Company

Dismissal

Insurance coverage

45-B District Court

We obtained a dismissal of our client with respect to a case involving a claim by the plaintiff for property damage benefits as a result of a house fire. After submitting discovery to the plaintiff to ferret out the nature of the claim, plaintiff failed to provide discovery responses which resulted in a court order compelling the same. After continual refusals by the plaintiff to respond, the court dismissed the case with an award of costs to the defendant.

Case Name	Case Type	Court	Result
Cynthia Penn, as Special Administrator of the Estate of Holley Penn, deceased v. George Campbell & Sons, Bennett Truck Transport and "Sonny" Hiler <u>Dismissal</u>	Wrongful Death	Cass County Circuit Court	<p>Claim arising from a fatality accident involving two semi-truck operators and the decedent, who was the driver of a passenger vehicle. We represented Bennett Trucking and its driver, Michael Bogue, who was traveling behind the Co-Defendant semi-truck driver, who drifted across the centerline, forcing the decedent to take evasive action, by leaving the roadway. When Penn attempted to steer back onto the roadway, he crossed the centerline directly into the path of our driver. The collision resulted in Penn's death. The Co-Defendant truck driver denied crossing the centerline, which resulted in extensive lay and expert witness discovery. We eventually filed a Motion for Summary Disposition on behalf of our clients, but prior to oral arguments on the motion, Facilitative Mediation took place, at which we took an aggressive position and refused to make any settlement offer to the Estate. The Estate agreed to a voluntary dismissal of our clients, without payment of any settlement monies after we secured an agreement from the Co-Defendants that they would not file a notice of non-party at fault should our clients be voluntarily dismissed.</p>
Darlene Cybula v Arbor Village Apartments LP <u>Dismissal</u>	Premises Liability	Washtenaw County Circuit Court	<p>Plaintiff sued for negligence and violations of defendant's statutory duty to maintain the premises in a condition fit for its intended use, and deliberate indifference and reckless disregard. After conducting some initial discovery that cast serious doubt on plaintiff's position and claims, plaintiff agreed to an order of dismissal with prejudice and without payment of any money.</p>
Doctor's Associates v Sal Bashi <u>Motions, Injunctions and Contempt</u>	Trademark infringement	USDC	<p>This case involved trademark infringement in which Judge Cook granted a motion for a permanent injunction requiring all Subway trademarks, signs, and other materials be removed from a restaurant. When strikingly similar signs later appeared, an evidentiary hearing was conducted and defendant was held in contempt of court and a \$10,000 fine was imposed.</p>
Dubowsky v General Motor Corporation and Commercial Contracting Corporation <u>Dismissal</u>	Construction accident	Wayne County Circuit Court	<p>This case involved a construction accident claim in which the plaintiff claimed he suffered a serious knee injury after being struck by a hi-lo while performing electrical work on behalf of a subcontractor at the General Motors Poletown Plant. We obtained dismissal of the claim against our client, Commercial Contracting Corporation, on the basis that discovery revealed that the hi-lo did not belong to it and that it did not control or otherwise supervise the area where the accident occurred.</p>

Case Name	Case Type	Court	Result
Empire Fire & Marine Insurance Company as Subrogee of General RV Center, Inc. v Minuteman International, Inc. <i><u>Motion for Entry of Judgment</u></i>	indemnity	Oakland County Circuit Court	On remand of this case from the Michigan Court of Appeals, reversing the trial court and ordering summary disposition in favor of Minuteman for full contractual indemnity from Lester Electrical, we filed a motion for entry of judgment for reimbursement of attorney fees. Lester Electrical then agreed to reimburse attorney fees in excess of \$140,000.
Erickson's Flooring & Supply Co. v. All Tile, Inc. <i><u>Dismissal</u></i>	Commercial litigation	U.S. District Court, Eastern District, Southern	United States District Court for Eastern District of Michigan, commercial dispute arising out of the alleged breach of an exclusive distribution agreement for certain flooring material in which Plaintiff was seeking several million dollars in compensation. After cross examination of Plaintiff's CEO, we convinced the CEO that there was no cause of action against our client, and obtained a voluntary dismissal.
Frank Poules d/b/a Van's Liquor v National Alarm, Inc. <i><u>Settlement</u></i>	Negligence, Product Liability and Breach of Contract	37th Judicial District Court (Macomb)	A claim for damage to property, theft loss and business interruption as a result of several break-ins and thefts at a liquor store in Detroit. Plaintiff claimed that the security system sold, installed and maintained by Defendant had failed to work properly, and that security monitoring provided by Defendant was negligently performed. We filed a Motion For Summary Judgment based on the liquidated damages provision [\$250 per loss] in the security agreement. Rather than oppose the motion, Plaintiff accepted a nominal \$1,000 settlement.
Fred Tice v. Lake Express, LLC <i><u>Dismissal</u></i>	Negligent Operation of Lake Express Ferry	Muskegon County Circuit Court	Claim arising from an accident allegedly occurring when the wake of the Lake Express Ferry struck the Plaintiff, who was fishing on the north breakwall of the channel between Lake Michigan and Muskegon Lake. Plaintiff claims that when the rolling wake of the ferry struck him it caused him to lose his balance and fall onto the rocky pier, resulting in a torn medial meniscus and a low back injury. The meniscus was surgically repaired. Aggressive discovery uncovered a history of pre-accident complaints involving the Plaintiff's low back and knees, which Plaintiff failed to disclose in Answers to Interrogatories and in his deposition. We then took an aggressive position on behalf of our client and refused to make any settlement offer, and eventually provided Plaintiff's counsel with the evidence that we had obtained. Plaintiff agreed to a voluntary dismissal without receipt of any settlement monies.

Case Name	Case Type	Court	Result
Gary Fannon and Karen Fannon, Individually and as Next Friends of W. F. and O. F., minors, v Bass Pro, Inc., et al. <u>Dismissal</u>	Product liability	United States District Court, Eastern	Claim by the plaintiff, Gary Fannon, that a tree stand from which he was hunting was defective because a strap holding it to a tree broke while he was sitting in it, resulting in his fall to the ground and subsequent paraplegia. It was alleged that our clients, Bass Pro, Inc., and Bass Pro Outdoor World, L.L.C., purportedly sold the subject tree stand and its securing strap. After engaging in discovery and obtaining an affidavit from the actual designer of the subject tree stand, a motion for summary judgment was filed on behalf of Bass Pro, Inc., and Bass Pro Outdoor World, L.L.C., on the basis that neither entity sold, supplied, distributed or otherwise placed into the stream of commerce the aforementioned products. Subsequent to the filing of the motion for summary judgment, the subject case was dismissed without prejudice.
Gregg Denike v Nationwide Mutual Fire Insurance Company <u>Dismissal</u>	No Fault	Lapeer Circuit Court	Plaintiff was seeking no fault benefits from a motor vehicle accident as well as collision loss damage from his no fault carrier. Two orders were entered compelling discovery. When plaintiff failed to fully comply with the discovery orders, a motion to dismiss resulted in the case being dismissed with prejudice.
Hilaski v Bass Pro Shop <u>Dismissal</u>	product liability	U. S. District Court for the Western District of Michigan	Claim by the plaintiff for injuries including a fractured ankle resulting in surgery and internal fixation from falling from a tree stand which he claimed was improperly designed, manufactured and sold. We filed a motion for summary judgment on the basis that there was no proof or evidence that the tree stand was sold by Bass Pro Shop, that the claim was based on speculation and conjecture, and that even if the tree stand was sold by Bass Pro Shop, there was no proof of any negligence by Bass Pro Shop in the sale of the tree stand, no evidence of any express warranty, and no evidence of any breach of an express warranty. In response to our motion for judgment, the case was dismissed.
Hilligoss v Cole <u>Motions and settlements</u>	Medical malpractice	Macomb County Circuit Court	This was a medical malpractice case involving a breast reduction in which a lack of informed consent case was pursued concerning the technique the doctor assured plaintiff he would use (i.e., free nipple graft technique rather than an inferior pedicle technique). The case involved experts from New Jersey, Illinois, and Michigan, it survived various motions for summary disposition, and was eventually settled for 90 percent of policy limits.

Case Name	Case Type	Court	Result
Inventor v Numerous Parties <u>Motions and Settlements</u>	Breach of contract	Wayne County Circuit Court	This case involved numerous business tort theories, including fraud, fraudulent transfer, misrepresentation, interference with contractual relations, and piercing the corporate veil as well as breach of contract claims involving patents for bathroom and kitchen solid surface countertops. Following extensive discovery, numerous motions, and Case Evaluation, the case was settled for a substantial amount of money which is subject to a Protective Order.
J. S. Vig Construction Company, Inc. v Amerisure Mutual Insurance Company <u>Dismissal</u>	insurance coverage	Washtenaw County Circuit Court	Claim for insurance coverage for collapse of a building during a construction project seeking damage in excess of \$300,000. On motion for summary disposition by plaintiff, J. S. Vig Construction Company, for coverage under the Amerisure policy issued to a subcontractor on the project, E. T. MacKenzie Company, the court initially granted summary disposition to Vig holding that it was an additional insured under the Amerisure policy. We filed for rehearing on behalf of Amerisure and on rehearing the court agreed that there were issues of fact and that the claim by J. S. Vig was premature as to what claims would be brought against J. S. Vig in regard to the collapse, including whether the claims would be excluded by the professional services exclusion in the additional insured endorsement. The court thus dismissed J. S. Vig's complaint.
Jomaa v. City of Detroit	Personal liability, statutory interpretation	Wayne County, MI	Wayne County Circuit Court, automobile negligence involving significant claims of closed head injury. We were successful in setting aside the five percent (5%) statutory cap for negligence for failing to wear the seatbelt on that basis that the non-party fault statute, which specifically uses the term "fault" rather than negligence, allows the jury to apportion "fault" to a plaintiff for failing to wear the belt, regardless of the amount of negligence assigned to them.
Key Safety Systems v. Invista <u>Motion for Preliminary Injunction</u>	Breach of contract	USDC	This case involved a dispute between our client, a manufacturer of air bags for 31 different vehicles, and a supplier of the yarn or thread used in that process. Following an extended hearing in which seven depositions and numerous documents were offered into evidence, Judge Steeh granted our motion for a preliminary injunction and required defendant to continue supplying the product to our client until a trial on the merits could be conducted.

Case Name	Case Type	Court	Result
Key Safety Systems v. John Gillen Co.	Commercial litigation, injunctive relief	Macomb County, Michigan	Macomb Country Circuit Court, commercial dispute arising out of the defendants refusal to ship component parts unless a price adjustment was made due to rising steel costs. Representing the plaintiff, we obtained a restraining order ensuring the clients continued supply of parts at the agreed upon price.
			<u>Restraining Order</u>
Key Safety Systems v. Proto Gage, Inc.	Commercial dispute, automotive contract	Macomb Cty, Michigan	In this commercial dispute arising out of the rising costs of steel and the supply of component parts in the automotive industry, we obtained a restraining order ensuring the clients continued supply of parts at the agreed upon price.
			<u>Restraining Order</u>
Key Safety Systems v. Textron	Commercial litigation, injunctive relief, breach of contract	Oakland County, MI	Oakland Country Circuit Court, commercial dispute arising out of the defendants refusal to ship component parts unless a price adjustment was made due to rising steel costs. Representing the plaintiff, we obtained a restraining order ensuring the clients continued supply of parts at the agreed upon price.
			<u>Restraining Order</u>
Lakowsky v Comcast Cablevision	Property damage	42nd Judicial District Court	This case involved a claim by plaintiff for damages to a new home resulting from the alleged improper installation of cable products. The Court entered an order striking plaintiff's complaint.
			<u>Dismissal</u>
Mahony v. Bravokilo, Inc.	Personal injury Food poisoning	Saginaw District Court	The plaintiff claimed that he became sick after dining at a restaurant. The action was voluntarily dismissed with prejudice against our client after we convinced plaintiff's counsel that our client did not operate the restaurant.
			<u>Dismissal</u>

Case Name	Case Type	Court	Result
Manuel v. Gordon Food Service	Product Liability	Eaton County Circuit Court	The Plaintiff sustained broken teeth and jaw injuries as the result of biting a foreign object in his bowl of soup that was purchased at a Finley's American Grill restaurant. We filed an Offer of Judgment of no cause for action with initial responsive pleadings since we believed that Plaintiff would be unable to provide evidence that the foreign object was present due to the conduct of our client. We secured a voluntary dismissal at the conclusion of necessary discovery and before argument on a Motion for Summary Disposition that, if granted, would have allowed us to recover sanctions against the Plaintiff.
			<u>Dismissal</u>
Mawby v. Bravokilo, Inc.	Premises liability personal injury	Wayne County Circuit Court	In this action, the plaintiff alleged that he sustained certain injuries when he fell in the lavatory in a restaurant. He claimed that there was water on the floor. We were able to convince plaintiff's attorney to dismiss the action without prejudice and without pay on the basis that there was no merit to the claim.
			<u>Dismissal</u>
McKissick v. Bravokilo, Inc.	Personal injury Food poisoning	Washtenaw County Circuit Court	The plaintiff alleged that she suffered food poisoning after consuming food from a Burger King restaurant. Discovery revealed that the plaintiff purchased and consumed food at about 12:30 a.m. and was admitted to a local hospital the following morning. We retained one of the leading medical experts in the country in the field of food poisoning, and he signed an affidavit indicating that the food purchased from the restaurant could not have been the source of the shigella bacteria because the incubation period between the time of consumption and the arrival of symptoms was insufficient. We filed a motion for summary disposition with the trial court. The plaintiff initially responded to the motion but then agreed to dismiss the matter with prejudice on the day before the scheduled hearing date.
			<u>Dismissal</u>
Meemic v Rima Hachemieh v Khalid Hachemieh and Nationwide Insurance Company	No Fault	35th Judicial District court	Meemic sued Rima Hachemieh for collision damage claiming that she was the owner or operator of an uninsured motor vehicle. Rima Hachemieh then sued her husband and his insurer, Nationwide Mutual Insurance Company. Since the vehicle was never requested to be added to the policy within 30 days after being acquired, there was no coverage. Meemic and Rima Hachemieh dismissed Nationwide with prejudice and without Nationwide paying anything.
			<u>Dismissal</u>

Case Name	Case Type	Court	Result
Michael Balla v Gary Young, B.J. Young, Inc. et al <u>Tender of Defense Accepted by Co-</u>	Trucker Negligence	Lenawee County Circuit Court	Active Homes Group lent a trailer to B.J. Young, Inc., and its driver. The trailer lost a wheel that collided head on with the plaintiff's vehicle. At the time of the accident, the trailer was attached to a Kenworth tractor that was listed on the schedule of motor vehicles of B.J. Young, Inc. The defense was tendered by Active Homes to B.J. Young, Inc. and its insurer on several bases. The first was that the permit issued to B.J. Young, Inc. by the State of Michigan allowing for the transportation of the oversized load required the permittee to be responsible for all damage to the highway, persons, and property arising from the operations covered by the permit. We argued that this imposed absolute liability based on the "all responsibility for damages" language in the permit issued by the state. We also argued that pursuant to form MCS-90 that the insurance policy to which the endorsement is attached provides primary insurance coverage up to the amount of \$1,000,000. Furthermore, under the definition of covered auto in the insurance policy, any non-owned trailer attached to a covered auto was insured. The insurer for B.J. Young, Inc. accepted the tender of defense. Subsequently, plaintiff sought \$1.5 million in damages. The case was evaluated by a mediation panel appointed by the court and subsequently settled by the carrier for B.J. Young, Inc. for about \$400,000. Neither Active Homes nor its carrier paid any money to resolve the case.
Michelle Allen v. Titan Insurance Company <u>Settlement</u>	No Fault First Party benefits and Uninsured Motorist	Wayne County Circuit Court	The parties agreed to dismiss the lawsuit and place both claims into binding arbitration. However, when it was determined that Plaintiff had intentionally and fraudulently provided false information to support her wage loss claim, we took the position that, pursuant to the Fraud section in the insurance policy, there was no longer any coverage for either claim. We rescinded our agreement to arbitrate. Plaintiff filed a Motion to Reinstate For Purposes Of Compelling Arbitration. We agreed to reinstatement, but refused to arbitrate. Plaintiff then agreed to conclude both cases for a total of \$7,500, considerably less than the \$43,000 lien asserted by just one of the medical providers.evidence of either direct or circumstantial evidence of discrimination.
Moraitis v. Gateway Lodges, LLC <u>Dismissal</u>	Personal injury premises liability	Macomb County Circuit Court	The plaintiff alleged that he sustained certain injuries when he fell in a motel. Plaintiff's attorney agreed to dismiss the action with prejudice when we were able to convince him that the motel was not owned or operated by our client.

Case Name	Case Type	Court	Result
Nationwide Mutual Insurance Company v Pantall Gallup, LLC d/b/a Van Buren Oil <u>Declaratory Judgment</u>	insurance coverage	Macomb County Circuit Court	<p>Declaratory judgment action filed to determine whether Nationwide had a duty to provide coverage or a defense to its insured for claims made in the underlying action filed by Pantall Gallup, LLC d/b/a Van Buren Oil. We obtained a declaratory judgment that Nationwide had no duty to provide coverage or a defense for any of the claims made in the underlying action because there had been no “occurrence”, no “bodily injury” and no “property damage”, and coverage was also excluded by the expected or intended injury and contract exclusions, that there was no “personal advertising injury” alleged as defined by the policy and if there had been, the exclusions for knowing violation of the rights of another, contractual liability and breach of contract would apply, and that there was no coverage for any claim for injunctive relief for the claims which allegedly arose out of the operation of New Baltimore Fuel, LLC.</p>
Northstar Petroleum, Inc. v L & M Masonry Enterprises and Allied Insurance <u>Dismissal</u>	insurance coverage	Oakland County Circuit Court	<p>The plaintiffs, Northstar Petroleum, Inc., Atlantis Development Corporation and Atlantis Management Co., brought suit against L & M Masonry Enterprises, Inc. and Allied Insurance seeking to recover approximately \$300,000 in damages for the collapse of a wall which was part of a construction project for a shopping center. The wall collapsed due to high winds and as a result adjacent walls also had to be torn down and replaced. The plaintiffs were the owners and general contractor for the project and brought suit against L & M, the masonry subcontractor, and Allied Insurance. The claims against Allied were based on the contract documents which required L & M to obtain a policy of insurance naming the plaintiffs as insureds and also to obtain insurance providing liability coverage for L & M. We filed a motion for summary disposition on behalf of Allied arguing that the plaintiffs were not insureds under the policy issued by Allied to L & M, and even if they were insureds, the policy was a commercial general liability policy which did not provide any first party coverage. We also argued that there was no coverage available to L & M for any of the claims made by the plaintiffs because all of the damage was to L & M’s own work or was incurred in repair and replacement of L & M’s work, and thus there was no “occurrence”, no “property damage” and coverage was also excluded by the business risk exclusions. The plaintiffs entered a default against L & M in the amount of \$288,000 and we obtained an order of dismissal as to any and all claims against Allied determining that Allied provided no coverage to the plaintiffs, and also had no duty to provide any coverage or defense to L & M for any of the claims made by the plaintiffs.</p>

Case Name	Case Type	Court	Result
Pereira v. GMAC Insurance <i>Dismissal</i>	Collision loss benefits	47th Judicial District Court (Oakland)	A claim for collision loss benefits for a totaled automobile. The plaintiff was an attorney in pro per. He testified he had mailed his premium check on time, but we were able to demonstrate otherwise. The lawsuit was voluntarily dismissed without pay.
Proffit v Pulte Land Development Corporation, et al. <i>Dismissal</i>	Premise liability/construction defect	Washtenaw Circuit Court	We obtained the dismissal of the concrete subcontractor, Rotondo, with respect to a claim in which plaintiff suffered serious personal injuries, having tripped and fallen over a sidewalk discontinuity while attempting to avoid the base of a basketball stanchion on the basis of the statute of repose. We also obtained summary disposition on behalf of Pulte on the basis that the height discontinuity was open and obvious and that Pulte was entitled to this defense since the sidewalk was a "simple product".
Robert Randazzo v Nationwide Mutual Insurance Company <i>Motion for Dismissal</i>	No Fault	Macomb County Circuit Court	The claims of Robert and Maria Randazzo were settled to include all future no fault benefits. The settlement was placed on the record in open court with the attorney representing that he had the authority of his clients to enter into the settlement. His clients were not present in court. The attorney subsequently absconded with the money. The plaintiffs sought to set aside the settlement and to pursue Nationwide for additional benefits. Based on the applicable court rule, the fact that Nationwide had not engaged in fraud, was not complicit in the fraudulent activity of the attorney for the plaintiffs, was not aware of the alleged fraudulent activity, and the fact that the attorney for the plaintiffs had apparent authority to negotiate and enter into the settlement, the court refused to set aside or rescind the settlement agreement and reinstate the case. Plaintiffs were left to pursue other relief against their former attorney.
Safeco Insurance v. Kohler Company <i>Dismissal</i>	Subrogation for property damage	Oakland County Circuit Court	In this matter, a home sustained significant damage as a result of a water incursion. The insurance carrier for the home owner paid the claim and then brought a subrogation action. Our client designed, manufactured and sold the toilet. It was alleged that the product was defective. Plaintiff's attorney agreed to a dismissal with prejudice when we convinced him that the water incursion was not caused by the product of our client.

Case Name	Case Type	Court	Result
Smith v MIC	insurance coverage	52-4 District Court	Claim by the plaintiff for insurance coverage for his vehicle which he claimed was stolen. Following discovery we established that the plaintiff had left the vehicle at a car repair shop, that the car repair shop closed, the vehicle was impounded by the City of Warren and then sold at auction to a third party. The plaintiff's claim was dismissed following the filing of our motion for summary disposition on the basis that the plaintiff's claim for coverage was barred by the fact that he had abandoned the vehicle, and had received notice of the impoundment and failed to provide notice to MIC until several months after the vehicle was missing and after the vehicle had been sold to the prejudice of MIC.
			<u>Dismissal</u>
Spectrum v. Titan	No-Fault Insurance Coverage	61st District Court	In this case, a hospital filed suit seeking payment of expenses incurred by insured following accident. We filed a Motion for Summary Disposition establishing the insured was driving a vehicle he owned but had not insured. Plaintiff dismissed the Complaint.
			<u>Voluntary Dismissal</u>
Steven Nickell and Hayley Nickell v Howard Structural Steel, Inc., et al	construction accident	Wayne County Circuit Court	Claim by Steven Nickell, an ironworker, for construction accident injuries sustained in a fall on a construction project. The injuries included an acetabular fracture, lower back injuries and an alleged closed head injury and neuropsychological problems. We represented Howard Structural Steel, the structural steel contractor who contracted with Nickell's employer, American Erectors, to do the erection. We filed a motion for summary disposition arguing that the plaintiff's claim against Howard for failing to provide guardrails on the job failed to state a claim because the subcontractor, American Erectors, had contracted to provide 100% fall protection, pursuant to Fultz v Union-Commerce Associates, 470 Mich 460 (2004), even if Howard had a contractual duty to deliver guardrails, this did not create a negligence claim, and further the American Erectors' foreman testified that even if guardrails had been delivered he would not have installed them at the time of the accident. In response to our motion, the case was dismissed.
			<u>Dismissal</u>

Case Name	Case Type	Court	Result
Terrance Lamar Burt v State Farm Mutual Automobile Insurance Company, et al <u>Dismissal</u>	No Fault	Wayne County Circuit Court	<p>This was a case for no fault benefits that involved a priority dispute between State Farm and Esurance Insurance Company. Amerisure Insurance was added as a defendant as a servicing insurer through the Michigan Assigned Claims Facility. Due to the fact that there was a dispute between two no fault carriers, Amerisure as a servicing insurer paid no fault benefits and then sought reimbursement from State Farm and Esurance. Plaintiff's claim against Amerisure was dismissed upon State Farm and Esurance agreeing to pay the plaintiff no fault benefits pending the priority dispute resolution between those two carriers. Amerisure received full reimbursement for the amounts paid as the servicing carrier.</p>
Valvoline v Lube Clinic <u>Motion for Permanent Injunction</u>	Trademark infringement	USDC	<p>This case involved trademark infringement in which a motion for a permanent injunction was granted and a U.S. Marshall subsequently accompanied Valvoline representatives to remove signs and advertisements displaying our trademarks.</p>
Valvoline v Oil Exchange <u>Motion for Permanent Injunction</u>	Trademark infringement	USDC	<p>This case and two companion cases involved three oil change stores owned by the same individual who was accused of trademark infringement. Judge Friedman granted our motion for a permanent injunction and required that all Valvoline signs and marks be removed from the premises. He also imposed a \$250 daily fine for each day that the order was not obeyed.</p>
Valvoline v Rick's Best Oil & Lube Center <u>Motion for Permanent Injunction</u>	Trademark infringement	USDC	<p>This case involved trademark infringement in which Judge Duggan granted a motion for a permanent injunction after an evidentiary hearing on February 1, 2007.</p>
Valvoline v Zeeland Express <u>Motion for Permanent Injunction</u>	Trademark infringement	USDC	<p>This case involved trademark infringement in which Judge Quist granted a motion for a permanent injunction.</p>

Case Name	Case Type	Court	Result
VandenBosch v. Meijer, Inc. & Game Tracker, Inc.	Hunting Accident / Product Liability	Kent County Circuit Court	Claim for injuries incurred by the Plaintiff in a hunting accident when he fell 30 feet from a tree stand. Plaintiff suffered a burst fracture of his C6 vertebrae, resulting in disc fusion surgery, with permanent nerve loss in his lower extremities. Following discovery, we declined to make any settlement offer since no evidence was uncovered to establish that Meijer modified the hunter's safety belt or was aware of any potential hazard with its design. The safety belt manufacturer negotiated a settlement with the Plaintiff and our client was voluntarily dismissed.
			<u>Dismissal</u>
Waynick v. Level One, Inc.	Carbon monoxide exposure	Lenawee County Circuit Court	This was a claim by a husband, wife and their minor son for carbon monoxide exposure. The plaintiffs had an indoor pool in their house. Our client was the seller and installer of the pool. The three plaintiffs were rushed to the hospital when they were all overcome by carbon monoxide. The plaintiff husband and father claimed that he lost his business as a developer and contractor because of ongoing problems related to the carbon monoxide exposure. After considerable discovery, we were able to convince plaintiffs' counsel to voluntarily dismiss our client without pay on the basis that there was no negligence on the part of our client in the installation of the indoor swimming pool.
			<u>Dismissal</u>
Wendolowski v. Nationwide Mutual Fire Insurance Company	Breach of contract, insurance	Macomb County, Michigan	Macomb County Circuit Court, insurance coverage dispute alleged breach of contract and bad faith arising out of an alleged theft of a vehicle. We established that there was no "loss" under the policy because plaintiff was involved in the alleged theft and obtained a successful judgment requiring plaintiffs to pay Nationwide's costs and attorneys fees.
			<u>Declaratory Judgment</u>
Whitt v Titan Ins. Co.	No-Fault and Uninsured Motorist	Genesee County Circuit Court	This first party no-fault action and claim for uninsured motorist benefits was dismissed upon our filing a Motion for Summary Disposition. The minor plaintiff was injured while driving his unregistered and uninsured go-cart on a public roadway. We were able to persuade the court that a go-cart is subject to the mandatory motor vehicle registration and insurance requirements when on a public road. Then it was shown that since the minor plaintiff was the owner of the go-cart, he was statutorily precluded for bringing first or third party no-fault claims.
			<u>Dismissal</u>

Case Name	Case Type	Court	Result
Witham v. Allied Property & Casualty	First Party No-Fault	Muskegon County Circuit Court	Claim by a Plaintiff who was injured in an automobile accident alleging neck, back, and knee injuries. First party no-fault benefits were paid for 14 months but then were terminated based upon an independent medical examination. Following aggressive discovery, Plaintiff voluntarily dismissed the Complaint since the evidence established that the Plaintiff's alleged ongoing need for medical care and treatment was not proximately related to the motor vehicle accident in question.
			<u>Dismissal</u>
