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Michael F. Schmidt

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Michael F. Schmidt is a trial and appellate attorney, who has successfully represented numerous clients in circuit and district courts throughout the State of Michigan, the United States District Court for the Eastern District and the Western District of Michigan, the Michigan Court of Appeals, the Michigan Supreme Court and the United States Court of Appeals for the Sixth Circuit. In addition, he is admitted pro hac vice to handle cases in other states including Kansas, Ohio, Indiana and South Carolina. He has obtained fifteen (15) to twenty (20) summary dispositions, directed verdicts and/or successful trial verdicts every year for the past forty-five (45) years. His appellate successes have been of substantial importance to Michigan jurisprudence, including many cases which changed the law.

Mike has also served as mediator/case evaluator, including for the Wayne County Mediation Tribunal, for the past forty (40) plus years. In addition, he often acts as an arbitrator in insurance coverage and tort liability cases. In addition, he regularly presents seminars to insurer claims staff in numerous states including Arizona, California, Indiana, Massachusetts, Michigan, Missouri, Ohio, Texas, and Wisconsin.

He enjoys golf, hockey and a variety of other sports and activities..

Experience

- Trial and appellate attorney, successfully represented numerous clients in circuit and district courts throughout the state of Michigan, United States District Court for both the Eastern District and Western District of Michigan, Michigan Court of Appeals, Michigan Supreme Court and the United States Court of Appeals for the Sixth Circuit, in additional admitted pro hac vice to handle cases in other states including Kansas, Ohio, Indiana and South Carolina.
- Obtained fifteen (15) to twenty (20) summary dispositions, directed verdicts and/or successful trial verdicts every year for the past forty-five (45) years.

Areas of Practice

- Civil Litigation
- Appellate Law
- Insurance Coverage
- Construction Accidents
- Premises Liability
- Contract Disputes
- Product Liability
- Third Party Auto
- No-Fault

Education

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

Bar Admissions

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

- Obtained successful judgments, verdicts and appellate decisions in numerous cases, including numerous appellate cases which have substantial importance to Michigan jurisprudence, including many cases which changed the law.
- Served as mediator/case evaluator, including for the Wayne County Mediation Tribunal, for the past forty (40) plus years.
- Served as an arbitrator in numerous insurance coverage and tort liability cases.
- Presented numerous seminars to insurer claims staffs in numerous states including Arizona, California, Indiana, Massachusetts, Michigan, Missouri, Ohio, Texas, and Wisconsin.

Honors & Awards

- Michigan Lawyers Weekly Hall of Fame Class of 2023
- Martindale Hubbell Rating: A/V Preeminent and Judicial Edition
- The Best Lawyers in America 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025
- "Super Lawyer" 2010, 2011, 2012, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024
- Leading Lawyer 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024
- Leading Lawyer - Advisory Board Member 2024
- Leading Lawyer – Top 100 Lawyers in State of Michigan
- dBusiness Top Lawyer 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024
- Lawyers of Distinction 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024
- Claims & Litigation Management Alliance, Member
- Who's Who in the World
- Who's Who in America
- Who's Who in American Law
- Alpha Sigma Nu, National Jesuit Honor Society

Memberships

- State Bar of Michigan
- Oakland County Bar Association
- Association of Defense Trial Counsel
- Fellow of the Michigan State Bar Foundation, Life Fellow
- Michigan Supreme Court Advocates Guild
- Michigan Supreme Court Historical Society
- University of Detroit Mercy School of Law Dean's Advisory Board
- University of Detroit Jesuit High School Board of Advisors
- Marian High School Advancement Committee, Member
- Marian High School Board of Directors, Former Member
- Marian High School President's Council, Former Member
- University of Detroit President's Cabinet
- University of Notre Dame Sorin Society
- University of Detroit Jesuit High School Xavier Society
- St. Hugo of the Hills Parish Council, Past President
- St. Hugo of the Hills Parish Parent/Teacher Group, Past President
- Oakland Hills Country Club
- Detroit Athletic Club, Former Member
- Indianwood Golf and Country Club, Former Member
- Detroit Golf Club, Former Member
- University of Detroit Alumni Hockey Team, 1971-Present
- United States Army, 70th Division (1971-1977)

Publications and Speeches

- "Bad Faith," Harvey Kruse Website
- "Extra Contractual Claims Against Insurers," Harvey Kruse Website
- "Liability for Construction Accidents in Michigan," Harvey Kruse Website
- "Misrepresentations in Applications for Insurance," Harvey Kruse Website
- "Ordinary Negligence Versus Professional Negligence," Harvey Kruse Website
- "Synopsis of Premises Law," Harvey Kruse Website

Employment

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

Significant Published Appellate Decisions Which Changed the Law

- ***Meemic Insurance Company v Jones*, 509 Mich 333, 984 NW2d 57 (2022)**, the Supreme Court reversed the Court of Appeals and agreed with our argument that portions of a rescinded contract may nonetheless be enforceable, if there is evidence from the contract language that the parties intended a portion of the contract to remain enforceable notwithstanding rescission, and specifically held that the subrogation clause in the Home-Owners policy, subrogating the insurer to the rights of the lienholder/mortgagee was part of the separate contract with the lienholder/mortgagee and survived the rescission of the policy with the insured.
- ***Buschlen v Ford Motor Company*, 421 Mich 192, 364 NW2d 619 (1984)**, effectively ended die entrustment liability in the state of Michigan for automobile manufacturers in conjunction with Fredericks v General Motors, 411 Mich 712, 311 NW2d 725 (1981).
- ***Pritts v. J.I. Case Co*., 108 Mich App 22, 310 NW2d 261 (1981), lv den, 413 Mich 909 (1982)**, first appellate case in Michigan which ended the rule that a party could only obtain contractual indemnity for its own negligence if this intent was specifically stated in the indemnity agreement. Convinced court to enforce contractual indemnity for "all claims" language to apply to all claims.
- ***Manier v MIC General Insurance Corporation*, 281 Mich App 485; 760 NW2d 293 (2008)**, first appellate case in Michigan which enforced a household exclusion in an automobile liability policy which limits liability coverage for any claim by the insured or any family member to the Michigan Financial Responsibility Law limits of $20,000/$40,000.
- ***Scott v Detroit*, 113 Mich App 241, 318 NW2d 32 (1982), lv den 422 Mich 892, 368 NW2d 236 (1985)**, in conjunction with Smith v Allendale Mutual, 410 Mich 685 (1981), effectively ended liability of workers' compensation insurers for liability for alleged negligently conducted safety inspections.
- ***Tope v Waterford Hills Road Racing*, 81 Mich App 591, 265 NW2d 761 (1978)**, first appellate case in Michigan enforcing a pre-sport event release agreement.
- ***Michigan Millers Mutual Insurance Co. v West Detroit Building Co*., 196 Mich App 367, 494 NW2d 1 (1992)**, first appellate case in Michigan applying the contractor statute of repose, MCL 600.5839(1), to a claim by the owner for damage to the improvement itself.
- ***Ford Motor Company v Insurance Company of North America*, 157 Mich App 692, 403 NW2d 200 (1987), lv den 429 Mich 853, 412 NW2d 220 (1987)**, first appellate case in Michigan holding that loading or unloading of a motor vehicle is not a use of the motor vehicle for purpose of no fault property protection insurance benefits, where Ford mistakenly directed that a load of catalyst from a tanker truck be pumped into a resin tank at a Ford plant resulting in an explosion causing in excess of one million dollars damage to the Ford plant.
- ***Staffney v Michigan Millers Insurance Co*., 140 Mich App 85, 362 NW2d 897 (1985), lv den, 423 Mich 851, 376 NW2d 113 (1985), in conjunction with Smith v Allendale Mutual, 410 Mich 685 (1981)**, effectively ended liability for property insurers' inspections of an insured's premises for fire hazards as a basis for liability for injuries incurred in a subsequent fire or explosion, on the basis that the undertaking was to serve the insurer's interest in underwriting, rating and loss prevention, and not to provide for safety of individuals on the premises.
- ***Alyas v Illinois Employers Insurance of Wausau*, 208 Mich App 324, 527 NW2d at 548 (1995); lv den, 451 Mich 893, 549 NW2d 575 (1996)**, first appellate case in Michigan holding that when a garnishee defendant denies a garnishment claim and files its garnishment disclosure, the plaintiff must proceed with discovery within 14 days or the garnishment disclosure must be accepted as true, thereby defeating plaintiff's claim for $275,000 in insurance coverage.
- ***Wausau Underwriters Insurance Company v Ajax Paving Industries, Inc*., 256 Mich App 646, 671 NW2d 539 (2003), lv den 469 Mich 970, 671 NW2d 884 (2003)**, first Michigan appellate decision holding that a contractual requirement to purchase insurance does not eliminate or replace a contractual indemnity agreement, thereby allowing the insurer to seek contractual indemnity as subrogee of its insured, obtaining a judgment in excess of one million dollars against the contractor indemnitor.

- ***Berger v Mead*, 127 Mich App 209, 338 NW2d 919 (1983)**, first appellate case in Michigan holding that a non-commercial joint venture and all of its employees were co-employees thereby barring the plaintiff's tort claim pursuant to the exclusive remedy defense.
- ***Ledl v Quik-Pik Food Stores*, 133 Mich App 583, 349 NW2d 529 (1984)**, first appellate case in Michigan holding that termination of employment for a store inventory shortage does not constitute a "public policy" exception to the general rule enforcing employment contracts terminable at will.
- ***Mahdesian v Joseph T. Ryerson & Son*, 782 F Supp 63 (ED Mich, 1992); aff'd, 986 F2d 1421 (6th Cir, 1993)**, first appellate decision under Michigan law applying judicial estoppel to hold that plaintiff's filing of a claim for no fault benefits arising from alleged injuries incurred while unloading a truck in the course of his employment, judicially estopped his tort claim which alleged that he was an independent contractor.
- ***Michigan Sugar v Employers Insurance of Wausau*, 107 Mich App 9, 308 NW2d 684 (1981)**, first appellate decision under Michigan law finding that ensuing loss provisions must be read with the rest of the policy and cannot create coverage contrary to the policy language, and only appellate case in Michigan enforcing the "change in temperature" exclusion in an all risk policy, applying the exclusion where the damaged sugar was caused by a change in temperature, which in turn was caused by a malfunction in the heating system.
- ***Darin & Armstrong v Ben Agree Co.*, 88 Mich App. 128, 276 NW2d 869 (1979), lv den 406 Mich 1007 (1979)**, first Michigan appellate case holding that a general contractor's liability for a construction accident in a common work area constituted active negligence barring any claim for common law indemnity.
- ***Harry v Fairlane Club Properties*, 126 Mich App 122, 337 NW2d 1 (1983)**, first Michigan appellate decision holding that a successor judge could grant a rehearing of his predecessor's ruling and held that the plaintiff was not entitled to a new trial. It was also the first Michigan appellate case holding that a jury which had requested the trial exhibits could conclude that it could reach a verdict without the exhibits before receiving the exhibits for their review.
- ***West v Cyril J. Burke, Inc.*, 137 Mich App 191, 357 NW2d 856 (1984), lv den, 422 Mich 852, 364 NW2d 286 (1985)**, first Michigan appellate case holding that a mobile crane while being used to lift a load of pipe was not a motor vehicle pursuant to the Motor Vehicle Code and thus the owner of the crane was not liable pursuant to the Owner Liability Statute for the alleged negligent operation of the crane.
- ***Crosby v City of Detroit*, 123 Mich App 213, 333 NW2d 557, lv den, 422 Mich 891, 368 NW2d 231 (1985)**, one of three Michigan appellate cases holding that the construction of a sewer was a 'governmental function' and not a 'proprietary' function and thus the owner was entitled to the defense of governmental immunity and further set the standard for an intentional nuisance claim that the defendant must have intentionally created or continued the alleged activity causing the alleged nuisance with full knowledge that the harm to the plaintiff was substantially certain to follow.
- ***Deboer v Whispering Woods Limited Dividend Housing Association*, unpublished per curiam decision of the Michigan Court of appeals docket number 179987 (1997)**, first appellate case in Michigan holding that screens are to allow ventilation and exclude insects, but are not meant to serve as a safety barrier.

Additional Significant Published Decisions

- ***Depositors Insurance Company v William Sammut and Yvonne Brown, as Personal Representative of the Estate of James Brown III, Deceased*, 2023 U.S. Dist. LEXIS 151298; 2023 WL 55341898 (ED Mich, 2023).** Filed a declaratory complaint in U.S. District Court to enforce the Business Exclusion in the policy issued to the insured in regard to claims made against the insured in an underlying wrongful death suit pending in Macomb County Circuit Court, Yvonne Brown, as Personal Representative of the Estate of James Brown III, Deceased, v King Custom Design, Inc., Emad Kahmo, William J. Sammut, Sammut Properties, LLC and Circle Engineering, Inc., Macomb County Circuit Court Civil Action No. 21-004032-NO. Following discovery including the deposition of the insured William J. Sammut, filed a motion for summary judgment on the basis that discovery had determined that at the time of the alleged incident, William J. Sammut was engaged in a business involving cleaning out a building owned by Sammut Properties, LLC in which Circle Engineering,

Inc. had conducted a tool and die business. The insured filed a cross-motion for summary judgment arguing that the exclusion did not apply. The Court issued a written opinion agreeing with all of our arguments and rejecting the arguments made by the insured holding that the language of the policy presented no ambiguity and no concern for public policy, that the arguments by the insured regarding other policy provisions were "mistaken" and that the coverage exclusion of the policy "must be honored." The Court further held that the Business exclusion pursuant to the policy definitions of "Business" applied based upon the undisputed facts and William J. Sammut's own testimony as to the activities going on at the time of the accident. The Court concluded that Depositors was entitled to summary judgment that there was no duty to provide coverage or a defense to the insured in the underlying action.

- ***Tanger Grand Rapids, LLC v Rockford Construction Company, Materials Testing Consultants, Inc., Nederveld, Inc., Michigan Paving Materials Company and Kamminga & Roodvoets, Inc.*, 2023 Wl 3000428; 2023 U.S. Dist. LEXIS 68882 (WD Mich, 2023)**. Claim by plaintiff Tanger Grand Rapids, LLC seeking to recover damages for alleged degradation and failure of a parking lot at the Tanger Outlet Mall in Byron Township, Michigan. The claim was for in excess of $2.9 million. After substantial discovery involving multiple lengthy depositions of contractors involved in the project and reports from multiple experts, we filed a motion for summary judgment on behalf of Kamminga & Roodvoets, Inc. who was the excavation subcontractor for the project on the basis that Kamminga & Roodvoets only moved soils in compliance with all project specifications, requested approval of every completed subgrade, subbase and aggregate base and did not proceed without approval and had no knowledge or information that any materials approved for use on the project were improper or in violation of any specifications. The trial court granted summary judgment in a lengthy opinion agreeing with our arguments that the plaintiff Tanger Grand Rapids, LLC had no breach of contract claim and also had no tort claim against Kamminga & Roodvoets as there was no evidence that Kamminga & Roodvoets owed a separate and distinct duty apart from the contract and agreed with our argument that the plaintiff's expert's opinion were legal conclusions not based on the facts. The court also held that the plaintiff had no claim for unjust enrichment, because there was a contract in place.
- ***Associated Industries Insurance Company, Inc. v Plaka Restaurant, LLC*, 2023 U.S. Dist. LEXIS 84649; 2023 WL 3467727 (ED, Mich, 2023)**, in which the court granted our motion for default judgment holding that there was no coverage for the insured for claims made for assault, battery and negligent hiring and supervision pursuant to the assault and battery exclusion endorsement.
- ***Security National Insurance Company v Salient Landscaping, Inc.*, 2022 U.S. Dist. LEXIS 194971; 2022 WL 15088848 (ED Mich, 2022)** in which the court granted our motion for summary judgment rescinding the insurance policy based upon a misrepresentation in the application and secondly held that the insurer could recover the "reasonable defense costs" expended to defend the insured in the underlying suit.
- ***O.L. Matthews MD PC v Harleysville Insurance Company*, 412 FSupp 3d 717 (ED Mich, 2019)**, summary judgment granted in favor of Harleysville Insurance Company as to plaintiff's claim seeking to recover in excess of $1 million for alleged damage to plaintiff's medical office building from an alleged roof leak. The court granted summary judgment agreeing that the policy exclusions and limitations applied based upon testimony of the roofers who worked on the roof before the incident, and the admissions made by the plaintiff's own expert, including that the alleged ponding on the roof was caused by the excluded faulty, inadequate or defective design, workmanship, repair, construction or maintenance. The court further held that plaintiff's anti-concurrent causation and proximate cause arguments were rejected by the Sixth Circuit Court of Appeals in Iroquois on the Beach v General Start Indemnity, 550 F3d 585 (6th CA 2008).
- ***Liberty Insurance Corp. v Bowles*, 36 F Supp 3d 756 (ED Mich, 2014)**, in which we obtained a summary judgment on the basis that there was no duty to defend or provide coverage for the underlying allegations of an assault because there was no "occurrence", that the self-defense exception did not apply, and that coverage was also barred by the sexual molestation, corporal punishment or physical or mental abuse exclusion.
- ***Liberty Mutual v Davenport*, 947 F Supp 2d 773 (ED Mich, 2013)**, in which we obtained a summary judgment that the insurer did not owe a duty to provide coverage or a defense to its insured on the basis of the business exclusion and for misrepresentation or fraudulent conduct by the insured relating to the insurance.

- ***Reed et al v Netherlands Insurance Company*, 860 FSupp2d 407 (ED Mich, 2012)**, claim for insurance coverage owed to the underlying defendant cemetery. Motion for summary judgment granted that there was no coverage because the claims were outside of the policy period, there was no "bodily injury" or "property damage" and no "personal or advertising injury" and there was no coverage created by any endorsement and coverage was excluded by the Exclusion Funeral Services Endorsement.
- ***Auto Club v All-Glass Aquarium Company*, 716 F Supp 2d 686 (2010)**, summary judgment granted on the basis that the plaintiff could not prove beyond speculation that the fire damaging the subrogors' property was caused by the defendant's aquarium hood light.
- ***Rasmussen v Louisville Ladder*, 211 Mich App 541, 536 NW2d 221 (1995)**, applied collateral negligence rule to reverse verdicts of 5.5 million dollars to the plaintiffs holding that the owner was not responsible for inherently dangerous activities when the accident was caused by the collateral negligence of the subcontractor.
- ***Nicklas v Joseph T. Ryerson & Son*, 995 F2d 1067 (6th Cir, 1994)**, the court affirmed summary judgment that the plaintiff's claim, that his fall from the defendant's truck was caused by a defect in the vehicle, was based on speculation and conjecture.
- ***Schmidt v Wilbur*, 775 F Supp 216 (E.D. Mich, 1991)**, held that the district court had personal jurisdiction over general partners of a limited partnership whose agent had sold partnership interests in Michigan and that the defendant could be re-served following removal from state court to district court.
- ***Perry v INA Life Insurance Co.*, 749 F Supp 806 (W.D. Mich, 1989), aff'd 914 F2d 257 (1990)**, determined that having accepted an offer of continued employment in another position under the employer's ERISA severance plan, the plaintiff was not entitled to severance benefits.
- ***Thomas v Process Equipment*, 154 Mich App 78, 397, NW2d 224 (1986)**, determined that filing a John Doe complaint does not toll the statute of limitations and the filing of an amended complaint naming the defendants does not relate back to the original John Doe complaint, and rejected plaintiff's argument that the discovery rule should pertain to identification of defendants to toll the statute of limitations.
- ***Leahan v Stroh Brewery Co.*, 420 Mich 108, 359 NW2d 524 (1984)**, required plaintiff to tender back any consideration received pursuant to a release before challenging the validity of the release.
- ***Kircos v Goodyear Tire & Rubber Co.*, 108 Mich App 781, 311 NW2d 139 (1981)**, enforced a pre-sport event release agreement.
- ***McMath v Ford Motor Company*, 77 Mich App 721, 259 NW2d 140 (1977)**, held that partial performance of a contract as an exception to the statute of frauds does not apply to employment contracts for more than one year, and that allegations of reliance to support an estoppel claim must be definite and clear.

Significant Unpublished Successful Appellate and Trial Court Decisions

- ***Home-Owners Insurance Company v AMCO Insurance Company*, Michigan Court of Appeals Docket No. 357273 (2023)**. In a second appeal in this case, the Court of Appeals reversed the trial court and held that AMCO could obtain reimbursement of a $980,000 settlement made in the underlying case from Home-Owners and that Home-Owners could not raise the no-action clause in its policy as a defense.
- ***George Krawczynski v Dunigan Bros., Inc. and Blu A. Brodock, et al.*, Michigan Court of Appeals Docket No. 344965 (2021)**. The plaintiff George Krawczynski filed suit against Dunigan Bros., Inc. and its employee Blu A. Brodock and Michigan Paving and Materials Company alleging injuries incurred in a traffic accident in which a van driven by Krawczynski collided with a front-end loader driven by Brodock in a construction area in downtown Coldwater. After substantial discovery and depositions, we filed a motion for summary disposition for contractual indemnity and insurance on behalf of Dunigan Bros., Inc. and Blu A. Brodock against Michigan Paving. Michigan Paving filed its own counter-motion for summary disposition against Dunigan and Brodock. The trial court issued a written opinion denying summary disposition to Dunigan Bros. and Brodock but granted summary disposition to Michigan Paving. We filed an application

for leave to appeal to the Michigan Court of Appeals which was granted and the Court of Appeals issued an 8-page opinion reversing the trial court and holding that Dunigan Bros., Inc. and Blu A. Brodock were entitled to contractual indemnity and a full defense by Michigan Paving, who was also required to reimburse all defense costs and attorney fees which were in excess of $220,000.

- ***Roye Investment Group, LLC v AMCO Insurance Company*, Oakland County Business Court, (2022)**. Suit was filed by Roye Investment Group, LLC to recover alleged water damage in excess of $459,000 including penalty interest. Plaintiff claimed that it was an insured or an additional insured under the policy or that the policy should be reformed to include the plaintiff as an additional insured and to obtain a declaration that AMCO breached the policy by failing to pay the plaintiff's claim. Following discovery, we filed a motion for summary disposition on the basis that the plaintiff was not a Named Insured under the policy or an Additional Insured under any provision of the policy, that the plaintiff was not entitled to coverage under any provision of the policy, that the plaintiff had no standing to attempt reformation of the policy, that there was no mutual mistake or fact in issuing the policy and no fraud in issuing the policy. In addition, we argued that the insurance agent was an independent agent and not an agent of AMCO and that two Certificates of Insurance relied upon by the plaintiff did not establish coverage. The trial court, Judge Michael Warren, issued a 17-page opinion granting summary disposition to AMCO based on our arguments that the plaintiff was not a named insured or an additional insured under the policy, the plaintiff did not have standing to seek reformation of the policy, the plaintiff did not demonstrate a mutual mistake of fact or fraud, the agent was an independent insurance agent and not an agent of AMCO, and the Certificates of Insurance relied upon by plaintiff could not alter the terms and conditions of the policy and thus AMCO was entitled to summary disposition as to all claims made by the plaintiff.
- ***Christopher Grady as Next Friend of Christopher Grady, Jr. v State Automobile Mutual Insurance Company, Marie Grissom, Citizens Insurance Company and MAIPF*, Wayne County Circuit Court (2022)**. Suit was filed by Christopher Grady as next friend of his minor son, Christopher Grady, Jr., claiming multiple injuries from an alleged accident in which Grady, Jr. alleged that he was driving a moped when it was hit by a hit-run vehicle. After investigation and discovery including depositions of the plaintiffs, we filed a motion for summary disposition on the basis that Christopher Grady, Jr. did not qualify for uninsured/underinsured motorist coverage or first-party no-fault benefits pursuant to the policy. We argued that there was no claim for uninsured/underinsured motorist benefits because the policy was a business auto policy issued to Serenity Brown Life Insurance, LLC which was owned Grady, Jr.'s grandmother. We argued that to qualify for uninsured/underinsured motorist benefits, Grady, Jr. had to be "'occupying' a covered 'auto'". We argued that pursuant to the coverage provision, a "covered auto" was defined as "only those 'autos' you own." The policy defined "you" as "the named insured shown in the Declarations" which was Serenity Brown Life Insurance, LLC, and the moped was owned by Grady, Jr. and thus did not qualify as a "covered 'auto'". Regarding the claim for first-party no-fault benefits, we argued that Grady, Jr. did not qualify under any of the requirements to be an insured. He was not "you" which was Serenity Brown Life Insurance, LLC. He was not a "family member" because first the insured was a business which cannot have any "family member" but that even if his grandmother was considered to be the "named insured," he did not meet the requirement of being a "family member" because he did not reside with her. We argued that he also was not "occupying" a "covered 'auto'" because the coverage provision required that for PIP coverage, it only applied to "those 'autos' you own that are required to have no-fault benefits." We argued that first Serenity Brown Life Insurance did not own the moped, second, mopeds are not required by Michigan law to have no-fault coverage, and that third, the moped was not an "auto" which was defined by the policy as not including any vehicles with fewer than three wheels. The trial court agreed with all of our arguments and granted summary disposition as to any and all claims for uninsured/underinsured motorist coverage and first-party PIP coverage.
- ***Home-Owners Insurance Company v AMCO Insurance Company*, unpublished per curiam decision of the Michigan Court of Appeals Docket No. 347089 (2020), 2020 WL 3475974**. The trial court had granted summary disposition to Home-Owners, ruling that the policy of insurance issued by AMCO to Kool Chevrolet was required to provide primary coverage to its $1 million limits to Benjamin Stewart, who was driving a car rented from Kool Chevrolet by his father when involved in an accident. We argued in the trial court that the AMCO policy did not apply because Benjamin Stewart was a non-permissive user of the vehicle. The trial court disagreed and held that the amendments to the owner liability statute, MCL 257.401(3)-(5), created a new class of permissive users comprised of immediate family members of the renter of a vehicle. The trial court further held that since AMCO had denied coverage, its coverage for Benjamin Stewart was not limited to $20,000/$40,000 but pursuant to Auto-Owners v Martin, 284 Mich App 427 (2009), AMCO was required

to provide coverage to the entire $1 million limits of the policy. We appealed to the Michigan Court of Appeals and the Court of Appeals reversed holding that Benjamin Stewart was a non-permissive user of the vehicle, because pursuant to the Rental Agreement, he was not an "Authorized Driver" and was engaged in a "Prohibited Use" of the vehicle. The Court of Appeals held that the trial court improperly conflated Kool Chevrolet's responsibility to insure its vehicles under the No-Fault Act with Kool's strict liability under the owner liability statute and that Kool was not in violation of the No-Fault Act. The Court of Appeals further held that pursuant to DeHart v Joe Lunghamer Chevrolet, 239 Mich App 181 (1999), the terms of the Rental Agreement were violated when Benjamin Stewart drove the car, and therefore, Home-Owners, through its insured, Christopher Stewart, waived the right to hold Kool Chevrolet responsible under the owner's liability statute.

- ***OL Matthews MD PC v Harleysville Ins Co*, 826 Fed Appx 508 (CA 6, 2020) 2020 WL 5413005.** The plaintiff, O.L. Matthews, MD, PC, filed an appeal to the Sixth Circuit Court of Appeals from the summary judgment we obtained in the US District Court for Harleysville Insurance Company. Matthews had filed suit against Harleysville seeking to recover in excess of $1 million for alleged damage to Matthews' medical office building from an alleged roof leak. Following discovery including multiple depositions, we filed a motion for summary judgment on the basis that coverage was excluded by multiple exclusions contained in the policy. Judge Drain agreed issuing an opinion granting summary judgment reported at 412 FSupp 3d 717 (ED Mich 2019). The plaintiff then appealed to the Sixth Circuit Court of Appeals and oral argument was held in June 2020. The court subsequently issued its opinion affirming the summary judgment based on two separate and distinct arguments we made. First, the court held that coverage was excluded by the exclusion for "loss or damage caused by or resulting from . . . wear and tear" based on the testimony of the witnesses and experts and agreed with our argument that the anti-concurrent causation rule applied, and thus, since wear and tear contributed to the loss, the policy did not provide coverage regardless of any other cause. The court also agreed with our argument that the exceptions to the "wear and tear" exclusion did not apply, because there was no applicable "specified cause of loss" as required by the policy. Second, the court also agreed with our argument that the Limitation that "we will not pay for loss or damage to . . . the interior of any building . . . caused by or resulting from rain" also applied to bar coverage, and the exception to this Limitation did not apply because the building did not "first sustain damage by Covered Cause of Loss to its roof, or walls through which the rain . . . enters," because the damage to the roof was excluded by the "wear and tear" and negligent design exclusions. This is an important decision because it enforced the anti-concurrent causation rule which holds that if an excluded cause is a cause of a loss, other causes of the loss are irrelevant.
- ***Roncelli, Inc. and Amerisure Partners Insurance Company v Bumler Mechanical, Inc. and Secura Insurance*, Oakland County Circuit Court (2020).** We filed suit on behalf of Roncelli, Inc., individually and as assignee of William Beaumont Hospital and Amerisure Partners Insurance Company, individually and as subrogee of Roncelli, Inc. and as assignee of William Beaumont Hospital, against Bumler Mechanical, Inc. and Secura Insurance to recover $744,952.09 in damages incurred from a water intrusion event at the East Medical Building at the Beaumont Hospital in Royal Oak. Roncelli had contracted with Beaumont to install new HVAC and duct work in the East Medical Building and subcontracted the mechanical HVAC work to Bumler Mechanical. During the course of the project, a water leak occurred causing damage to the eight story East Medical Building. Roncelli repaired the damages incurring costs of $744,952.09. Expert investigation and discovery determined that the leak was through an outlet in piping installed by Bumler and was the responsibility of Bumler. Following a facilitation, the matter was resolved with Bumler and its insurer, Secura, reimbursing Roncelli and Amerisure for the entire damage amount of $744,952.09.
- ***AMCO Insurance Company v Invecor*, unpublished per curiam decision of the Michigan Court of Appeals docket number 342498 (2019)**, affirming summary disposition in favor of insurer in declaratory action that it had no duty to provide coverage or defense for an underlying $17 million judgment against the insured on the basis that the insurer provided notice to the insured through notice to the insured's independent insurance agent of a new exclusion added to the policy which excluded coverage for "Violation of Statutes that Govern Emails, Fax, Phone Calls or Other Methods of Sending Materials or Information."
- ***AMCO Insurance Company v Westborn Chrysler Jeep, Inc.*, Wayne County Circuit Court (2021).** We filed suit on behalf of AMCO against Westborn to enforce the Transfer of Rights of Recovery Conditions of the insurance policy. An underlying suit was filed by TD Auto Finance against Westborn Chrysler alleging Westborn had breached the contract between TD Auto and Westborn regarding Westborn's sale of a vehicle to an individual who turned out to be an imposter.

TD's sued Westborn for recovery of the amount it paid to Westborn pursuant to its finance agreement of $73,164.88 plus interest, costs and attorney fees. AMCO defended the suit and settled the suit by TD Auto against Westborn pursuant to the policy of insurance issued by AMCO to Westborn. In the interim, Westborn recovered the vehicle. Westborn refused to turn over the vehicle to AMCO after AMCO settled the TD Auto suit against Westborn. We then filed suit on behalf of AMCO against Westborn to enforce the policy condition regarding Transfer of Rights of Recovery Against Others to Us. We filed a motion for summary disposition against Westborn to recover the vehicle or its value. The trial court initially denied our motion on the basis that it was an improper subrogation attempt against AMCO's own insured but we filed a motion for reconsideration and on reconsideration, the trial court issued a 9-page written opinion granting our motion for reconsideration and ordered summary disposition in favor of AMCO requiring Westborn to transfer to AMCO any and all sale and insurance proceeds received from the recovered vehicle.

- ***Latonya Hurt v Depositors Insurance Company*, unpublished per curiam decision of the Michigan Court of Appeals Docket No. 346995 (2020).** Plaintiff filed suit to obtain additional property loss from a house fire pursuant to a homeowner policy issued by Depositors Insurance Company. We obtained summary disposition on the basis that the additional claim was barred because the plaintiff failed to file a proof of loss and failed to comply with the policy condition regarding making any additional claim for personal property within one year plus 180 days after the date of loss. The Court of Appeals affirmed in an 8-page per curiam decision holding that pursuant to the policy, Depositors requested that the plaintiff file a proof of loss and despite plaintiff's claim that she did not receive the request, the court held that since the defendant established that it mailed the request to the plaintiff this satisfied defendant's duty per the policy condition. This is a very important ruling regarding the insured's and the insurer's duties regarding proof of loss. The court further agreed that according to the record, the plaintiff failed to comply with the policy condition regarding the time for making the claim for replacement costs.
- ***Home-Owners Insurance Company v Liberty Mutual Insurance Company and Central Mutual Insurance Company*, unpublished per curiam decision of the Michigan Court of Appeals docket number 345629 (2019)**, affirming summary disposition in favor of defendant Liberty Mutual as to plaintiff Home-Owners' attempt to obtain reimbursement of $622,000 in no-fault benefits holding that the trial court correctly ruled that domicile was established with Home-Owners' insured and not Liberty Mutual's insured specifically rejecting Home-Owners' argument that there had to intent to make domicile permanent, and agreeing with our argument that domicile could be established by an intent to have a particular domicile for an indefinite or unlimited length of time.
- ***MIC General Insurance Corporation, individually and as assignee of the Michigan Catastrophic Claims Association v Lynn Peridore, Mid Valley Interim HealthCare Services, Inc., et al*., Saginaw County Circuit Court (2019).** Investigation disclosed that over the period April 2012 to January 2017, MIC had been billed $379,608.90 for nursing services allegedly performed by Lynn Peridore through Mid Valley Interim HealthCare Services, Inc. A subsequent criminal investigation determined that Peridore had submitted time records for performing services which she had not performed and which were then billed to MIC. Suit was Filed against Lynn Peridore, Mid Valley Interim HealthCare Services, Inc. and several additional related entities in Saginaw County Circuit Court to obtain reimbursement. After some discovery, the matter was resolved by payment to MIC of the entire amount of $379,608.90 plus interest of $77,850.52 for a total of $457,459.42. Full reimbursement was then made to the Michigan Catastrophic Claims Association.
- ***Home-Owners Insurance v Liberty Mutual*, Eaton County Circuit Court (2018)**, summary disposition in favor of defendant Liberty Mutual as to Home-Owners attempt to obtain reimbursement of $622,000 in no-fault benefits paid on the basis that domicile was established with Home-Owners insured and not Liberty Mutual's insured regarding the residence of Liberty Mutual's insured's son who had moved in with his grandmother.
- ***Anna Geck v Allied Property and Casualty*, Wayne County Circuit Court (2018)**, summary disposition granted as to plaintiff's claim for insurance coverage for alleged property damage on the basis that the suit was filed two full years after the formal denial of liability contrary to the limitation provision in the policy.
- ***Thurman v Pies, Inc*., unpublished per curiam decision of the Michigan Court of Appeals docket number 334821 (2017)**, in which the Court of Appeals affirmed summary disposition we obtained in the Washtenaw County Circuit Court for an auto/pedestrian accident in which the trial court held the plaintiff was more than 50% at fault in causing the accident and the Court of Appeals affirmed on the basis that there was no evidence including from the plaintiff's expert that there was any negligence on the part of the defendant driver.

- ***Nationwide Property & Casualty Insurance v Brown*, 2017 U. S. Dist. LEXIS 61377 (ED Mich, 2017)**, summary judgment granted on the basis that there had been misrepresentations made in the application for the policy and that the insured failed to cooperate in the claims process thus voiding the policy. The court further granted our request for reimbursement of in excess of $40,000 in benefits paid to the insured.
- ***Angela Jones v Meemic Insurance Company*, Michigan Court of Appeals order (2017)**, claim for property damage from a house fire. We filed a motion for summary disposition on the basis that the plaintiff's claim was barred because the policy of insurance was rescinded because of misrepresentations made in the application. The trial court denied the motion on the basis that the policy had been renewed before the fire and at the time of the renewal there was no longer a misrepresentation. We appealed to the Michigan Court of Appeals who issued an order reversing the trial court and ordering summary disposition in favor of Meemic on the basis that although the representation was no longer false at the time of the renewal and as of the date of loss, this was irrelevant since the plaintiff's eligibility for the renewal hinged on the representations made in the initial application.
- ***Naseef v Wallside, Inc.*, unpublished per curiam decision of the Michigan Court of Appeals docket number 329505 (2017)**, in which the Michigan Court of Appeals affirmed summary disposition we obtained in the trial court that the defendant Wallside, Inc., who had hired an independent contractor to service the plaintiff, was not responsible for any alleged negligence in performance by the independent contractor.
- ***State Farm v National General Insurance Company*, U. S. District Court for Western District of Michigan (2017)**, in which State Farm sought reimbursement from National General Insurance Company for no fault benefits paid to Marvin Cannon. After discovery we filed a motion for summary judgment on behalf of National General Insurance Company that State Farm had sued the wrong insurer and had failed to amend the complaint before the statute of limitations expired for filing a no fault claim. The trial court granted summary judgment finding that State Farm had sued the wrong insurer, that it was the wrong insurer not just the wrong name, and denied State Farm's motion to amend on the basis that no good cause had been shown.
- ***Lamb, Manciel, Bagby and White v Integon National Insurance Company*, Wayne County Circuit Court (2017)**, suit by four plaintiffs as alleged passengers in a vehicle allegedly insured by Integon seeking recovery of no-fault benefits. Motion for summary disposition granted on the basis that the policy of insurance issued for the vehicle in which the plaintiffs were allegedly passengers had been rescinded based on misrepresentations made in the application for the policy.
- ***Harleysville Lake States Insurance Company v Alexander Comparoni and Encompass Insurance Company*, Oakland County Circuit Court (2017)**, summary disposition granted that the Harleysville homeowner policy did not provide coverage to the insured Comparoni for a subrogation claim made against him by Encompass Insurance Company for alleged multi-million dollar house fire on the basis of a policy exclusion for property damage arising out of or in connection with a business engaged in by the insured.
- ***McBurrows v Safeco and American County Insurance*, Wayne County Circuit Court (2017)**, summary disposition granted as to plaintiffs' claim for uninsured motorist benefits and no-fault benefits arising from a motor vehicle accident in which the plaintiff was a passenger in a taxi allegedly involved in a multi vehicle accident on the basis that the policy was void based upon multiple misrepresentations made in the application including failing to disclose household residents including the plaintiff, failure to provide notice or suit within one year after the accident and failure to establish that there was an uninsured motor vehicle involved in the accident.
- ***AMCO Insurance Company v Bari J. MacNeill d/b/a MacNeill Contracting*, U.S. District Court for the Eastern District of Michigan (2016)**, summary judgment granted in declaratory action that AMCO Insurance Company did not owe coverage or defense to MacNeill for allegations and claims made against him in an underlying wrongful death suit on the basis that the underlying complaint did not raise claims with respect to MacNeill's insured business but rather regarding his personal, non-business and hobby activities, and in addition, even if the underlying complaint raised issues regarding MacNeill's business, coverage would be excluded by the mobile equipment exclusion.
- ***Safeco Insurance Company of America v Yreva Muhammad, Personal Representative of the Estate of Robert Muhammad, deceased*, Kent County Circuit Court (2016)**, declaratory action filed and summary disposition granted on the basis that there was no coverage because there was no "occurrence" and coverage was excluded by the intentional act exclusion for claims that the insured injured and killed the plaintiff's decedent.

- *Holly Leshinsky v Livonia Ultimate Gymnasticz*, **Wayne County Circuit Court (2016)**, plaintiff sued for injuries incurred when she fell from a spotting block which was part of an obstacle court at the defendant's gym. Motion for summary disposition granted on the basis that plaintiff voluntarily engaged in the recreational activity and thus voluntarily subjected herself to the risk inherent in that activity.
- *Auto-Owners Insurance Company v Integon National Insurance Company*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 321396 (2015)**, in which Auto-Owners sought reimbursement from Integon of $838,610.48 in no fault benefits and $56,470.45 in legal expenses paid by Auto-Owners for catastrophic injuries incurred by Terry Dunn in a single vehicle accident while occupying a vehicle driven by his wife Laura Dunn. Auto-Owners had issued a no fault policy to Terry Dunn's parents with whom he lived at the time of the accident. Auto-Owners argued that a North Carolina auto policy issued by Integon to Laura Dunn should be required to provide Michigan no fault coverage per MCL 300.3012, claiming that Integon had knowledge that Laura and Terry Dunn were moving to Michigan and required Michigan no fault coverage. The trial court had ruled that Integon had such notice and that Terry Dunn was a "named insured" and thus Integon owed reimbursement to Auto-Owners. On appeal to the Michigan Court of Appeals, the Court of Appeals reversed the trial court and ordered entry of judgment in favor of Integon that Integon did not have notice that Laura and Terry Dunn had relocated to Michigan and did not need to reach the issue whether Terry Dunn was a "named insured".
- *Hatcher v Nationwide Insurance*, **610 Fed Appx 507 (6th Cir, 2015)**, where the Sixth Circuit Court of Appeals affirmed summary judgment for a fire loss claim in excess of $350,000 on the basis that the insurance policy was properly rescinded because of material misrepresentations made in the application.
- *Nationwide Mutual Fire Insurance Company v McDermont*, **603 Fed Appx 374 (6th Cir, 2015)**, the Sixth Circuit Court of Appeals affirmed summary judgment in regard to a $490,000 fire loss on the basis that coverage was barred because the insured failed to comply with the policy condition to advise of a change in use or occupancy of the premises and also affirmed that plaintiff had to reimburse Nationwide for payments made after the loss including to the loss payee.
- *Morales v Fluor Constructors*, **Wayne County Circuit Court (2015)**, summary disposition granted in favor of general contractor against subcontractor for contractual indemnity and breach of contract to procure insurance including reimbursement of in excess of $80,000 in defense costs.
- *Depositors Insurance Company v Henika*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 318269 (2014)**, in which the Michigan Court of Appeals affirmed summary disposition that the insurer had no duty to provide coverage or a defense to the insured's son in regard to three wrongful death claims resulting from an auto accident on the basis that serving minors with alcoholic beverages was not an "occurrence".
- *Williams v Nationwide Mutual Fire Insurance Company*, **2014 WL 2558328 (ED Mich, 2014)**, summary judgment in regard to a homeowner damage claim in excess of $280,000 on the basis that the plaintiff failed to timely file a proof of loss.
- *Telerico v Nationwide Mutual Fire Insurance Company*, **529 Fed Appx 729 (6th Cir, 2013)**, Sixth Circuit Court of Appeals affirmed summary judgment that the plaintiffs' claim for property damage was not covered by the policy because the plaintiff failed to timely file a proof of loss and failed to comply with the common law "mailbox rule" to raise a rebuttal presumption that the proof of loss had been received by Nationwide.
- *Jackson v PVS Transportation*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 315137 (2013)**, the Court of Appeals reversed the trial court and ordered summary disposition in favor of the defendants, agreeing that we established through discovery that the plaintiff was a Michigan resident who had failed to obtain a Michigan no fault policy which thus barred him from making any third party auto claim. The court further agreed that the plaintiff could not raise an issue of fact by filing an affidavit to contradict his prior testimony and interrogatory answers.
- *Liberty Mutual v McClintock*, **U.S. District Court for the Eastern District of Michigan (2013)**, summary judgment on the basis that the alleged dog bite injury in the underlying claim against the insured was not covered due to a business exclusion.

- ***Rodriguez v Dickson, Inc.*, Wayne County Circuit Court (2012)**, personal injury construction accident case in which summary disposition for contractual indemnity and insurance was granted ordering the defendant and cross-defendant to reimburse all attorney fees and defense costs and take over the defense.
- ***Mikulenas v Cedar Mill Lounge, Inc.*, Genesee County Circuit Court (2012)**, personal injury claim that plaintiff was injured by a Michigan Bureau of State Lottery television which fell or was knocked from its position in the bar and struck her. Summary disposition granted on the basis that the lounge was not in possession or control of the television set or how it was installed.
- ***Friedman v Professional Ground Services*, Wayne County Circuit Court (2012)**, claim by plaintiff of slip and fall in parking garage. Summary disposition granted on the basis that the defendant insured was not requested to provide any snow removal or salting to the interior of the garage.
- ***Auto Club as Subrogee of Kurri v ABL Electronic*, Oakland County Circuit Court (2012)**. Subrogation claim for fire loss damages in excess of $450,000, summary disposition granted on the basis that the plaintiff's expert's theories were all based on speculation and conjecture that the television had been negligently installed on top of a power cord.
- ***Felty v Skanska USA Building, Inc.*, unpublished per curiam decision of the Michigan Court of Appeals docket number 297991 (2011)**, affirming summary disposition in favor of defendant general contractor in wrongful death case for death of a mason who fell from a scaffold, on the basis that the plaintiff failed to prove common work area liability.
- ***Kent Companies, Inc. v Wausau Insurance Companies*, unpublished per curiam decision of the Michigan Court of Appeals docket number 295237 (2011)**, affirming summary disposition that the insurer under commercial general liability policy did not owe any coverage for claims against its insured resulting from alleged damage caused by the insured's construction work.
- ***In Re Romeo Montessori School Association*, 2011 WL 1485476 (U. S. Bankruptcy, 2011)**, summary judgment granted on the basis that the policy of insurance did not provide coverage for the claims by the students' parents for tuition reimbursement.
- ***Allard v Sova and Clarkston Steel*, unpublished per curiam decision of the Michigan Court of Appeals docket number 285633 (2010), lv den 488 Mich 1040 (2011)** affirming summary disposition that although the defendants' truck drove into a median to avoid a rear end accident, this could not have proximately caused the alleged injuries to the plaintiff who was in a vehicle which swerved to avoid the defendants' truck.
- ***Smith v Nationwide*, 2010 WL 5158538 (6th Cir, 2010)**, in which the Sixth Circuit Court of Appeals affirmed the trial court's dismissal of the plaintiffs' complaint based on discovery abuses.
- ***Auto-Owners as Subrogee of Larkin and Larkin v Albaugh Masonry*, Oakland County Circuit Court (2009)** claim for property damage for a $4.5 million fire loss against multiple defendants. We obtained summary disposition for Albaugh Masonry on the basis that it owed no duties regarding the negligence of an independent subcontractor.
- ***Empire Fire & Marine Insurance v Minuteman International, Inc.*, unpublished per curiam decision of the Michigan Court of Appeals docket number 274660 (2008)**, reversed the trial court's summary disposition in favor of the third party defendant and ordered summary disposition of contractual indemnity holding that the third party plaintiff did not have to establish that the primary plaintiff alleged a claim against the contractual indemnitor.
- ***Huda v Integon National Insurance Company*, 2008 WL 345513 (6th Cir, 2008)**, in which the Sixth Circuit Court of Appeals affirmed summary judgment granted on the basis that the plaintiff's claim for insurance coverage was barred because the policy was properly rescinded due to misrepresentations made in the application for the policy.
- ***Machining Enterprises, Inc. v Wausau Business Insurance Company*, unpublished per curiam decision of the Michigan Court of Appeals docket number 277950 (2008)**, affirming arbitration award that Wausau had no duty to provide coverage or a defense for underlying claims made against Machining Enterprises, Inc. based on a General Motors recall in which Machining Enterprises, Inc. sought in excess of $10,000,000 from Wausau for indemnification and defense costs.
- ***Barr v Franklin River Apartments*, unpublished per curiam decision of the Michigan Court of Appeals docket number 260399 (2005)**, which affirmed summary disposition that the defendant had no notice of the alleged black ice condition.

- *Miller v Bass Pro Shop*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 263364 (2005)**, affirmed summary disposition that the plaintiff's claim of distraction by the defendant's store displays was not an exception to the open and obvious defense.
- *Sarafopoulos v Romp*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 253214 (2005)**, which affirmed summary disposition that the plaintiff was more than 50% at fault in causing the accident by entering the center turn lane early.
- *Varilease Technology Group v Michigan Mutual Insurance Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 249121 (2004)**, which reversed summary disposition entered by the trial court in favor of the plaintiff and ordered judgment for defendant insurer that there was no duty to provide coverage or a defense to the underlying claims of copyright infringement or trademark infringement made against the insured.
- *Solomon v New Castle Hotels*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 234975 (2003)**, affirmed summary disposition that the plaintiff had failed to establish a prima facie case of race discrimination.
- *Citizens Insurance Co. v Chrysler Insurance Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 219332 (2001)**, affirmed judgment for $650,000 plus $24,350 in costs holding that the garage keepers policy issued by Citizens owed primary coverage over the Chrysler policy insuring the vehicle involved in the accident.
- *DeMaria Building Co. v Stewart Group*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 217143 (2001)**, which affirmed summary disposition of contractual indemnity.
- *Freidman v Bailey*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 211930 (2000)**, affirming summary disposition that there was no subject matter jurisdiction in the circuit court for the plaintiff's attorney fee claim in a workers' compensation case.
- *Elkour v Nationwide Mutual Insurance Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 187542 (1997)**, obtaining reversal of jury verdict of $95,000 against the defendant on the basis of errors in the jury instructions and inflammatory argument by the plaintiff's attorney.
- *G. B. Dupont Co., Inc. v Michigan Mutual Insurance Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 167847 (1996)**, affirming summary disposition in favor of insurer that there was no duty to defend or provide coverage to the insured for repair and replacement of the insured's product.
- *Anderson v Westin Mfg. Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 92137 (1988)**, affirmed summary disposition against a product liability claim alleging a defect in a water ski binding on the basis that the plaintiff's claim was based only on speculation and that the plaintiff's expert was not qualified.
- *Ford Motor Co. v Edward C. Levy Co.*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 71584 (1985),** affirming summary judgment of contractual indemnity for a 1.5 million dollar underlying judgment.
- *Childs v General Motors*, **unpublished per curiam decision of the Michigan Court of Appeals docket number 73942 (1984)**, affirmed summary disposition that the cause of the plaintiff's injury from a fall from a ladder was based on speculation and conjecture as to whether the plaintiff lost his balance or fell because of a defect in the condition of the floor.