



## **HARVEY KRUSE, P.C.**

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## **Nathan G. Peplinski**

### **Areas of Practice:**

- Appellate Practice
- Construction Liability
- Insurance Defense
- No-Fault First Party Automobile Liability
- Transportation Litigation
- Trial Practice

### **Education:**

- Wayne State University Law School (J.D.. *cum laude*, Order of Coif, 2003)
- Quincy University (B.A., Political Science, *summa cum laude*, 2000)
- North Branch High School, (*summa cum laude*, 1996)

### **Bar Admissions:**

- State Bar of Michigan (2004)
- Eastern District of Michigan (2007)
- Western District of Michigan (2016)
- Sixth Circuit Court of Appeals (2010)
- United States Supreme Court (2011)

### **Employment:**

- Partner/Shareholder at Harvey Kruse, P.C. (2014-present)
- 2007-2014 - Associate at Harvey Kruse, P.C. (2014-2017)
- Senior Legal Clerk to Justice Marilyn Kelly of the Michigan Supreme Court (2004-2007)

- Research Attorney, Prehearing Division, Michigan Court of Appeals (2003-2004)
- 2001-2003 - Head Legal Intern, Michigan Department of Attorney General, Children and Youth Services Division (2001-2003 and promoted to Head Legal Intern in 2002)
- Wayne State University Disability Law Clinic (2003)

### **Organizations:**

- State Bar of Michigan Appellate Section
- State Bar of Michigan Negligence Section
- Association of Defense Trial Counsel
- Detroit Athletic Club

### **Honors & Awards:**

- “Super Lawyer Rising Star” 2011, 2012, 2013, 2014, 2015, 2016, 2017
- Order of Coif Wayne State University Law School (Top 10% of graduating class) 2003
- Bonaventure Award for Outstanding Academic Achievement, Quincy University, 2000
- Phi Eta Sigma National Honor Society 1996-2000
- Dean’s List, Quincy University 1996-2000

### **Publications and Speeches:**

- “Adjusting the Closed Head Injury Case” by Michael F. Schmidt, James Sukkar, Barry B. Sutton, Jason R. Mathers, and Nathan Peplinski
- “Extra Contractual Claims Against Insurers by Michael F. Schmidt and Nathan Peplinski
- “Liability for Construction Accidents In Michigan” by Michael F. Schmidt and Nathan Peplinski
- “Misrepresentations in Applications For Insurance” by Michael F. Schmidt and Nathan Peplinski
- “Ordinary Negligence vs Professional Negligence” by Michael F. Schmidt and Nathan Peplinski

- “Summary of Michigan Wrongful Death And Survival Action Laws” by Michael F. Schmidt, Denise P. Hickey and Nathan Peplinski
- “Synopsis Of Premises Law” by Michael F. Schmidt and Nathan Peplinski
- “Tort Reform Brochure” by Michael F. Schmidt and Nathan Peplinski

## Representative Matters

*OL Matthews MD PC v Harleysville Ins Co*, unpublished decision of the 6th Circuit Court of Appeals, issued September 9, 2020 (Docket No. 19-1994), affirming summary disposition for the insurer based on applicable policy exclusions, including the wear and tear exclusion, and limitations provision for damage to the interior of the building resulting from rain, snow, sleet, ice, sand, or dust.

*Hurt v Depositors Ins Co* unpublished *per curiam* decision of the Court of Appeals, issued April 23, 2020 (Docket No. 346995), affirming summary disposition on the basis that the additional claim made under a fire policy 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 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 defendant’s establishment that it mailed the request to the plaintiff satisfied the defendant’s duty per the policy condition and required that the plaintiff file a 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.

*Buehehrer v Amerisure Mut Ins Co*, summary disposition order Wayne Circuit Court, (issued, June 14, 2019), granting summary disposition regarding plaintiff’s no fault claim when the plaintiff’s semi was not listed in any Amerisure policy and plaintiff as the owner of the truck admitted that he had not obtained insurance coverage for his semi but instead relied on an improper certificate of insurance that was not issued or approved by Amerisure.

*York v Berger Realty Group Inc*, unpublished opinion *per curiam* of the Court of Appeals, issued April 23, 2019 (Docket No. 341603), affirming summary disposition in a slip and fall case where the plaintiff claimed she fell in a handicapped access area of a parking lot because the handicapped access area was a part of the parking lot, not something distinct, and the defendant did not breach the duty to keep the parking lot fit for its intended use of parking.

*Home-Owners Ins Co v Liberty Mut Ins Co*, Eaton County Circuit Court (2018), granting summary disposition in favor of defendant Liberty Mutual as to Home-Owner's attempt to obtain reimbursement of no-fault benefits on the basis that domicile was established with Home-Owners' insured and not Liberty Mutual's insured because Liberty Mutual's insured's son had moved in with his grandmother.

*Nationwide Property & Cas Ins Co v Brown*, 2017 U. S. Dist. LEXIS 61377 (ED Mich, 2017), granting summary judgment 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 the insurer's request for reimbursement of in excess of \$40,000 in benefits paid to the insured.

*Jones v Meemic*, unpublished order of the Court of Appeals, issued April 19, 2017 (Docket No. 337041) lv den 501 Mich 951 (2018), reversing the trial court's denial of summary disposition to the insurer, finding that plaintiff's subsequent actions could not cure misrepresentations in the insurance application regarding living in the insured residence when the insurer was not made aware of the misrepresentations before the loss.

*Naseef v Wallside, Inc*, unpublished opinion *per curiam* of the Court of Appeals, issued January 19, 2017 (Docket No. 329505), affirming summary disposition for Wallside as not responsible for the actions of an independent contractor who allegedly injured the plaintiff.

*State Farm Mut Auto Ins Co v National Gen Ins Co*, 2017 WL 5197609 (WD Mich, 2017), granting summary disposition because State Farm had sued the wrong insurer, not just the wrong name, and denying the motion to amend to name the correct insurer as untimely.

*Hatcher v Nationwide Ins Co*, 610 Fed Appx 507 (6th Cir, 2015), affirming summary disposition on the basis that the insurance policy was properly rescinded because of material misrepresentations made in the application.

*Nationwide Mut Fire Ins Co v McDermont*, 603 Fed Appx 374 (6th Cir, 2015), affirming summary judgment 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.

*Depositors Ins Co v Harris*, unpublished opinion *per curiam* of the Michigan Court of Appeals, issued January 13, 2015 (Docket No. 318269) affirming summary

disposition for the insurer for claims relating to multiple deaths due to the lack of coverage under the terms of the insurance policy because supplying alcohol to a minor did not constitute an “accident.”

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

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

*Reed et al v Netherlands Ins Co* 860 FSupp2d 407 (ED Mich, 2012), granting summary judgment, finding that there was no coverage for the insured cemetery because the claims were outside of the policy period, there was no “bodily injury” or “property damage” and no “personal or advertising injury,” there was no coverage created by any endorsement, and coverage was excluded by the Exclusion Funeral Services Endorsement.

*Felty v Skanska USA Building, Inc*, unpublished opinion *per curiam* of the Michigan Court of Appeals, issued July 19, 2011 (Docket No. 297991), affirming summary disposition in favor of defendant general contractor in wrongful death case for death of a mason who fell from a scaffold on the basis that the plaintiff failed to prove common work area liability.

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

*In Re Romeo Montessori School Ass’n*, 2011 WL 1485476 (Eastern District of Michigan Bankruptcy, 2011), granting summary judgment on the basis that the policy of insurance did not provide coverage for the claims by the students’ parents for tuition reimbursement.

*Smith v Nationwide Mut Fire Ins Co*, 410 Fed Appx 891 (6th Cir, 2010), affirming the trial court’s dismissal of the plaintiffs’ complaint based on discovery abuses.

*Auto Club Group Ins Co v All-Glass Aquarium Co Inc*, 716 F Supp2d 686 (ED Mich, 2010), granting summary judgment on the basis that the plaintiff could not prove beyond speculation that the fire damaging the subrogors' property was caused by the defendant's aquarium hood light.

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

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

*Huda v Integon National Ins Co*, 2008 US Dist. LEXIS 89372008; WL 345513 (6th Cir, 2008), affirming summary judgment granted on the basis that the plaintiff's claim for insurance coverage was barred because the policy was properly rescinded due to misrepresentations made in the application for the policy.

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