



## Jeffrey C. Gerish

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### Practice Areas

Appellate Law

Banking & Financial  
Services Litigation

Commercial Litigation

Employment Litigation

Insurance Coverage Law

### Education

- University of Michigan Law School, J.D., 1994
- University of Michigan, B.A., 1989

### Admissions

Michigan, 1994

U.S. Court of Appeals for  
the Sixth Circuit, 1994

U.S. District Court for the  
District of Columbia, 1997

U.S. Court of Appeals for  
the Eighth Circuit, 2010

Indiana, 2013

Pro hac vice admissions  
include Iowa, Delaware,  
Wisconsin and Wyoming

Jeffrey C. Gerish serves as President & CEO of Plunkett Cooney. He dedicates a significant amount of his time to managing the firm's 140 attorneys and 300 employees in 11 offices across Michigan, Illinois, Indiana and Ohio.

In addition to his executive duties, Mr. Gerish maintains a robust appellate law practice with particular expertise in insurance coverage, commercial liability, employment liability and medical malpractice cases. He also has the distinction of having participated in appellate cases that resulted in over 100 published opinions in Michigan and Indiana, where he is also licensed and regularly practices, as well as in several federal appellate courts.

Mr. Gerish received both his undergraduate and law degrees from the University of Michigan, and he is a member of several professional organizations.

### Notable Cases

- *City of Southfield v Shefa*, \_\_\_ Mich. App. \_\_\_ (2022) (reversing dismissal of claim, finding trial court erred in holding bankruptcy court had exclusive jurisdiction over all cases under or related to title 11)
- *Estate of Pfafman v. Lancaster*, 67 N.E.3d 1150 (Ind. App., 2017) (reversing order granting new trial in significant electric shock case and reinstating verdict of no liability)
- *Stryker Corp. v. Nat. Union Fire Ins. Co.*, 842 F.3d 422 (6<sup>th</sup> Cir. 2016) (vacating \$8.6 million judgment against excess insurer and remanding for entry of summary judgment in insurer's favor in claim)

JEFFREY C. GERISH Cont.

for coverage of underlying settlements entered into without insurer's consent)

- *2513-2515 S. Holt Rd. Holdings, LLC v. Holt Rd., LLC*, 40 N.E.3d 859, 860 (Ind. Ct. App.), *transfer granted, opinion vacated*, 40 N.E.3d 857 (Ind. 2015), *order vacated and transfer denied*, *2513 S. Holt Rd. Holdings, LLC v. Holt Rd., LLC*, 43 N.E.3d 1275 (Ind. 2015) (reversing summary judgment against, and ordering summary judgment in favor of, lender on claim that tax refund was part of collateral pledged to secure loan; footnote commending appellate counsel for effective advocacy)
- *Wells Fargo Bank, N.A. v. Null*, 304 Mich. App. 508 (2014) (reversing summary disposition against mortgagee, holding mortgagee was entitled to coverage under insurance policy issued to mortgagor for fire loss)
- *Travelers Cas. and Sur. Co. v. Maplehurst Farms, Inc.*, 18 N.E.3d 311 (Ind.App., 2014) (reversing judgment against, and ordering summary judgment in favor of, Travelers, holding that trial court erred when it interpreted *Maplehurst I* to require Travelers to pay costs incurred as result of underlying settlement)
- *Chubb Custom Ins. Co. v. Standard Fusee Corp.*, 2 N.E.3d 752 (Ind.App., 2014) (reversing trial court, holding that under Maryland law the total pollution exclusion precludes coverage for release of perchlorate and, therefore, Chubb's duty to defend and indemnify was not triggered; footnote commending counsel for excellent advocacy)
- *U.S. Fidelity and Guar. Co. v. Warsaw Chemical Co., Inc.*, 990 N.E.2d 18 (Ind.App., 2013) (reversing trial court, holding that USF&G was entitled to summary judgment notwithstanding language in recitals supporting insured's argument; footnote commending counsel for excellent advocacy)
- *Travelers Ins. Companies v. Maplehurst Farms, Inc.*, 953 N.E.2d 1153 (Ind.App., 2011) (reversing summary judgment in favor of insured, extending *Dreaded's* holding on pre-tender defense costs to indemnity payments; footnote commending counsel for excellent advocacy)
- *Liberty Mut. Ins. Co. v. Pella Corp.*, 650 F.3d 1161 (C.A.8, 2011) (in large exposure case, reversing lower court's finding of duty to reimburse defense costs, holding that underlying class-action lawsuits alleging defective windows did not allege "occurrence")
- *Sutton Funding, LLC v. Jaworski*, 945 N.E.2d 705, 710 (Ind.App., 2011) (reversing trial court's grant of summary judgment in favor of lienholder in priority dispute, directing lienholder to release its mortgage to Sutton Funding, and entering summary judgment in Sutton Funding's favor)
- *National Union Fire Ins. Co. of Pittsburgh, PA v. Standard Fusee Corp.* 940 N.E.2d 810, 817 (Ind., 2010) (reversing trial court's grant of summary judgment to insured and appellate court's decision, adopting uniform-contract-interpretation approach to choice-of-law disputes)
- *Dreaded, Inc. v. St. Paul Guardian Ins. Co.*, 904 N.E.2d 1267 (Ind. 2009) (reversing Indiana Court of Appeals decision and holding that an insurer is not obligated to reimburse pre-notice defense costs regardless of whether prejudice to the insurer is caused by the delay in providing notice)

JEFFREY C. GERISH Cont.

- *United States Fidelity Ins. & Guar. Co. v Michigan Catastrophic Claims Ass'n*, 484 Mich. 1 (2009) (holding that the MCCA must reimburse 100 percent of settlement amounts regardless of reasonableness)
- *Citizens Ins. Co. v Pro-Seal Service Group, Inc.*, 477 Mich. 75 (2007) (reversing the Michigan Court of Appeals and holding that the insurer does not owe a duty to defend against trademark infringement claims where the policy limits coverage to trade dress infringement in the insured's advertisement)
- *Washington Mut. Bank, FA v ShoreBank Corp.*, 267 Mich. App. 111 (2005) (holding that a refinance mortgagee was a mere volunteer in paying off mortgagor's original mortgage, and, therefore, was not entitled to be subrogated to the original mortgage or to receive priority over intervening mortgages)
- *Gage Products Co. v Henkel Corp.*, 393 F.3d 629 (6th Cir. 2004) (reversing trial court's grant of summary judgment and holding that a question of fact exists as to whether purchase orders with different price terms from offers resulted in formation of contract under UCC § 2207)
- *Gilliam v High-Temp Products, Inc.*, 260 Mich. App. 98 (2003) (reversing trial court's denial of summary disposition and holding that claims against dissolving corporation were precluded by notice of dissolution; existence of insurance is not an asset allowing lawsuits to continue in the wake of dissolution)

### Professional Affiliations

- State Bar of Michigan
- Michigan Defense Trial Counsel
- DRI (Insurance Law Committee)
- American Bar Association

### Articles and Lectures

- "A Primer: Writing Compelling Appellate Briefs," Speaker, American Bar Association Young Lawyers Division, Feb. 15, 2022
- Indianapolis Bar Association's Winter Insurance Symposium, Insurance Coverage Section, Presenter, IndyBar Education Center, Dec. 9, 2021
- "Appellate Advocacy in the Age of Covid-19," Panel member for American Bar Association webinar on tips for remote oral arguments, May 5, 2020
- "Faulty Workmanship: Current Status," Lecture, Property Liability Resource Bureau 2016 Claims Conference, April 2016

JEFFREY C. GERISH Cont.

- "Current Status of Coverage for Faulty Workmanship," Lecture, DRI Insurance Coverage Conference, March 2015
- "Enforceable Contracts Without Agreement On Price," Co-author, Michigan Bar Journal, June 2005
- State Bar of Michigan Appellate Practice Section Newsletter, Editor, 1997-1999
- "Abandoning Congressional Intent: Modern-Day Applications of the ADA," Author, Detroit College of Law at Michigan State University Law Review 1997, Issue 3
- "The Rape Shield Law and Sexual Harassment," Co-author, Laches, Number 362, March 1996

### **Honors & Recognitions**

- Best Lawyers® Bloomfield Hills Appellate Practice "Lawyer of the Year," 2023
- Best Lawyers in America® for Appellate Law, 2014 - 2024
- Michigan Super Lawyer in Appellate, Michigan Super Lawyers, 2009 - 2011, 2013 - 2020, 2022
- Leading Lawyer in Civil Appellate Law / Insurance, Insurance Coverage & Reinsurance Law, Leading Lawyers Magazine Michigan, 2015 - 2021
- Top Lawyer in Appellate Law, dbusiness Magazine, 2017 - 2018, 2020
- University of Michigan Journal of Law Reform, Associate Editor, 1992 - 1994
- Campbell Moot Court Competition, Semifinalist, 1994