



## Shelly Lee Griffin

(she/her/hers)

PARTNER

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### Practice Areas

Insurance Coverage Law

### Education

- University of Detroit Mercy School of Law, J.D., 1993
- Michigan State University, B.S., 1989

### Admissions

Illinois, 2000

Michigan, 1994

Shelly Lee Griffin is a partner in Plunkett Cooney's Insurance Coverage Practice Group. With over 25 years of experience, Ms. Griffin represents insurance companies in litigation involving property coverage, first-party and third-party property-casualty insurance, coverage disputes, and fraud and arson investigations.

An experienced trial attorney, Ms. Griffin is licensed to practice in Michigan's state and federal courts. Her litigation practice also includes expertise in the areas of construction liability, employment law and multi-party complex litigation with particular expertise in gas explosion cases.

Ms. Griffin is a frequent speaker on insurance coverage topics for several professional, industry and trade organizations, and she is a content contributor to national insurance publications. Her professional memberships include the Claims and Litigation Management Alliance, DRI – The Voice of the Defense Bar, Property & Liability Resource Bureau, Michigan Defense Trial Counsel, and Women Lawyers of Michigan.

In addition, Ms. Griffin is a longtime member of the International Association of Special Investigation Units (IASIU). Her involvement in IASIU includes the organization's U.S. chapter, and she serves as the legal adviser to the Michigan chapter.

### Noteworthy Cases

- *Moore, Claudia v MemberSelect Insurance Company*, 2021-188692-CZ, Oakland County Circuit Court; Jury found no cause of action in favor of the insurer in first party property breach

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of contract claim related to a water loss claim.

- *Mileski v. Frankenmuth Mutual Insurance Company*, 19-0951-GC, 10<sup>th</sup> District Court; Trial court granted directed verdict in favor of the insurer in first party property breach of contract claim after finding the plaintiff/insured violated the policy's fraud and misrepresentation provision, thereby barring his theft loss claim.
- *Dedivanaj, Maria and Nikola v Farm Bureau*, 19-003549-CK, Macomb County Circuit Court; Jury found no cause of action against the insurers after finding the plaintiffs/insureds had violated the policy's fraud and misrepresentation provision, thereby barring the water loss claim.
- *Brown, Johnnie v Allstate*, 19-000227-CK, Wayne County Circuit Court; Jury found no cause of action against the insurer after finding the plaintiff/insured had violated the policy's fraud and misrepresentation provision, thereby barring the fire loss claim.
- *Verdun, Paul v. Allstate*, 2:17-cv-11729, USDC, Eastern District of Michigan; Jury found no cause of action against the insurer after finding the plaintiff/insured intentionally caused the loss, violated the policy's fraud and concealment provisions and was not residing at the residence at the time of the fire, thereby barring his claims.
- *Banks-Williams, Krystal and Douglas v. Allstate*, 2:16-cv-10052, USDC, Eastern District of Michigan; Jury found no cause of action against the insurer after finding the plaintiffs/insureds had violated the policy's fraud and misrepresentation provision, thereby barring the fire loss claim.
- *Sims, Valerie v. Allstate*, 2:16-cv-10437, USDC, Eastern District of Michigan; Jury found no cause of action against the insurer after finding the plaintiff did not reside at residence when the property was intentionally damaged by fire, thereby barring the claim.
- *Williams, Marcus v. Allstate*, 2:14-cv-14552, USDC, Eastern District of Michigan; Jury found no cause of action against the insurer after finding the plaintiff/insured intentionally caused the fire loss and violated the policy's fraud and misrepresentation provision, thereby barring his claims.
- *Reaves, Jacqueline v. Allstate*, 2:14-cv-11258, USDC, Eastern District of Michigan; Jury found no cause action against the insurer after finding the plaintiff's kitchen fire was not accidental, but was intentionally set, and the plaintiff had violated the policy's fraud and concealment provisions, thereby barring her claims.
- *Hudson, Erica v. State Farm Fire and Casualty Company*, 13-021302-CK-3, Saginaw County Circuit Court; Jury found no cause of action against the insurer after finding that the plaintiff had violated the policy's fraud, misrepresentation and concealment provision, thereby voiding the policy and barring her fire loss claims.
- *Shaba, Rita v. Allstate* 2:13-cv-10690, USDC, Eastern District of Michigan; Jury found no cause of action against the insurer after finding that the plaintiff had intentionally set or arranged the fire, concealed and misrepresented her connection to the fire and the true ownership of the premises.

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- *Bell, Arthur v. Allstate* 2:12-cv-14737; USDC, Eastern District of Michigan; Jury found no cause of action against the insurer following a fire loss which insurer denied the plaintiff's claims on the grounds of lack of residency, intentional acts exclusion and violation of fraud, misrepresentation and concealment provision.

### Noteworthy Appellate Cases

- *Banks-Williams, Krystal v. Allstate Vehicle and Property Insurance Company*, 17-1797; Sixth Circuit Court of Appeals affirmed district court and upheld verdict in favor of the insurer following denial of the plaintiff's fire loss claim on the grounds of fraud and misrepresentation.
- *Rizka, Nahid v. State Farm Fire and Casualty Company*, 16-1055, Sixth Circuit Court of Appeals, unpublished; (USDC 2:13-cv-14870); Appellate court upheld lower court's grant of summary disposition on grounds that the plaintiff had committed fraud as a matter of law and was further judicially estopped from presenting claim for water damage against the insurer which was inconsistent with her prior bankruptcy case.
- *McCartha v. State Farm Fire and Casualty Company*, COA: 326689 Michigan Court of Appeals, unpublished; (WCC: 14-006477-CZ); Appellate court upheld lower court's grant of summary disposition on grounds that there was no genuine issue of material fact that the property had pre-existing damage that was not covered under the policy.

### Professional Affiliations

- Illinois State Bar Association
- State Bar of Michigan
- Claims and Litigation Management Alliance
- International Association of Special Investigations Units
- Michigan Defense Trial Counsel
- Women Lawyers Association of Michigan
- DRI
- Property & Liability Resource Bureau

### Publications & Lectures

- "Using Technology in Trial Practice," Presenter, Michigan Defense Trial Counsel 2024 Winter Meeting, Nov. 1, 2024
- "Staged Water Losses," Presenter, Michigan Chapter of IASIU's Fall Seminar, Schoolcraft College, Oct. 17, 2023

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### **Honors & Recognitions**

- Women in the Law honoree, Michigan Lawyers Weekly, 2019