



Stephen P. Brown

PARTNER

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Practice Areas

Insurance Coverage Law

Education

- Wayne State University Law School, J.D., 1993
- University of Michigan, B.A., 1990

Admissions

Michigan, 1993

U.S. Circuit Court of Appeals, Sixth Circuit, 2004

U.S. Circuit Court of Appeals, Seventh Circuit, 2021

U.S. District Court, Eastern District of Michigan, 1994

U.S. District Court, Western District of Michigan, 1995

U.S. District Court, Northern District of Indiana, 2001

U.S. District Court, Southern District of Indiana, 2003

U.S. District Court, Northern District of Illinois, 2015

Grand Traverse Band of Ottawa and Chippewa Indians Tribal Court, 2022

Sault Ste. Marie Chippewa Tribal Court, 2022

A Co-leader of the firm's Insurance Coverage Practice Group, Stephen P. Brown focuses his practice on the representation of insurance companies in complex third-party liability coverage disputes involving a spectrum of issues, including insurance coverage for underlying product liability and environmental contamination claims, among others. Mr. Brown has extensive experience with bad faith claims, extra-contractual claims and failure to settle claims on behalf of insurance companies. His insurance coverage practice also includes defense cost disputes involving the reasonableness and necessity of defense costs incurred by an insured.

Additionally, Mr. Brown has extensive experience handling first-party coverage litigation matters involving a range of issues, including intentional acts, fraud, concealment, misrepresentations and policy rescissions and reformations.

Mr. Brown has been successful in obtaining summary judgment on a number of key insurance coverage issues, including coverage for pollution/contamination claims, professional liability claims, advertising injury claims, sexual harassment, racial and sexual discrimination, assault and battery, defective products, and claims made/claims reported issues.

The principal author of several Plunkett Cooney national legal compendiums, Mr. Brown has also given carrier-specific presentations and seminars about various insurance coverage issues and topics.

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Pro Hac Vice Admissions in state or federal courts in Illinois, Indiana, Kentucky, Mississippi, Missouri, Ohio, Pennsylvania, Texas and West Virginia

Representative Client Work

- Represents insurance carriers in complex first-party automobile and homeowners policy fraud and rescission cases involving numerous insureds and claimants competing for a finite set of policy limits
- Represents insurance carriers as regional coverage counsel in numerous coverage matters involving issues such as construction defects, bad faith, class actions, mass torts, environmental, defective products, asbestos, mold, contaminated foods, general liability (primary and excess), assault and battery, employers liability and workers compensation policies, errors and omissions and professional liability
- Represented insurance carriers in several noteworthy coverage cases, including the Kuhlman PCB contamination litigation, Stryker defective knee product liability litigation, Dow Corning breast implant coverage litigation, 3M breast implant coverage litigation, Dow Chemical pollution coverage litigation, Indiana Gas pollution coverage litigation, American Bumper intentional tort/wrongful death coverage suit, and Consolidated Industries defective furnace coverage litigation

Notable Cases

- *David Fick and Christy Fick v. Liberty Mutual Personal Insurance Company*, Case No. 2:21-cv-11473-GAD-EAS – Eastern District of Michigan (Successfully obtained the dismissal of an action filed by plaintiffs based upon the filing of Liberty Mutual’s motion for summary judgment that contained dispositive proof, supported by extensive discovery and litigation efforts, that plaintiffs had committed fraud in the claim such that plaintiffs’ counsel filed a motion to withdraw as counsel and plaintiffs in *pro per* agreed to a dismissal of their claim with prejudice.)
- *Kuhlman Electric Corporation, et al. v. The Travelers Indemnity Company, et al.*, Civil Action No.: 251-07-549 CIV, Circuit Court of the First Judicial District of Hinds County, Mississippi (Successfully obtained summary judgment and the dismissal with prejudice of plaintiff BorgWarner’s claims seeking coverage under theories of contractual assignment, coverage by way of equitable subrogation and coverage by operation of law for underlying environmental

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investigation and remediation expenditures and related defense costs and settlement payments in excess of \$150 million.)

- *Yolanda Peatross v. Liberty Mutual Insurance Company*, Case No. 2-20-cv-10919, U.S. District Court – Eastern District of Michigan (Secured summary judgment for Liberty Mutual upholding Liberty Mutual's pre-litigation rescission of a homeowners policy based upon plaintiff's material misrepresentations at the time of the policy application that the real property taxes on the insured property were not overdue or in arrears when, in fact, the property taxes were overdue.)
- *William Saoud, Patricia Boland-Saoud and Bill Saoud Financial, LLC v. Everest Indemnity Insurance Company*, Case No. 19-12389, U.S. District Court – Eastern District of Michigan (Successfully obtained judgment in Everest's favor based upon an "unregistered securities" policy exclusion involving a coverage dispute under a professional liability policy over plaintiffs' providing professional financial and investment services in the form of offering unregistered securities to plaintiffs' clients. Affirmed by the U.S. Court of Appeals for the Sixth Circuit.)
- *Liberty Mutual Fire Insurance Company, et al. v Michael Angelo, et al.*, Case No. 2:19-cv-1205, U.S. District Court – Eastern District of Michigan (Successfully pursued a significant reimbursement for no-fault benefits paid by Liberty Mutual to several provider defendants that had charged Liberty Mutual for services that were either not performed or performed at higher rates/charges than the services actually performed.)
- *Worldwide Underwriters, LTD, et al., v Liberty Mutual Insurance Co., et al.*, Case No. 19-CV-10985, U.S. District Court – Eastern District of Michigan (Successfully obtained judgment for Liberty Mutual/Safeco dismissing plaintiffs' claims for breach of contract as a result of Safeco's alleged wrongful termination of plaintiffs' agency agreement and plaintiff Mullins' age discrimination claim.)
- *Tanisha Taybron v. Liberty Mutual Personal Insurance Company*, Case No. 20-10925, U.S. District Court – Eastern District of Michigan (Secured summary judgment for Liberty Mutual upholding Liberty Mutual's pre-litigation rescission of a homeowners policy based upon plaintiff's material misrepresentations in the policy application that she did not operate an in-home daycare service when, in fact, she did.)
- *Anntionette Davis and Renato C. Davis v. Liberty Insurance Corporation*, Case No. 20-001276-CK, Wayne County Circuit Court (Secured a favorable order granting summary disposition in Liberty's favor based upon a pre-litigation appraisal award that resolved the amount of loss for fire damage under a Liberty homeowners' policy.)
- *Lusher Site Remediation Group v. National Fire Insurance Company of Hartford*, 2021 WL 1108686, (1:18-CV-03785-JRS-DLP) (S.D. Ind., March 23, 2021) (Successfully obtained an order by the Southern District of Indiana federal court enforcing a default judgment in the insurers' favor against their named insured such that the default judgment was binding and given collateral estoppel effect in Indiana to dismiss a purported injured parties' request for a coverage determination)

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- *EQMD, Inc. v. Farm Bureau General Insurance Company of Michigan*, 2021 WL 843145, (19-13698) (E.D. Mich.) (March 5, 2021) (Successfully obtained the dismissal of plaintiffs' RICO, Section 1985, declaratory judgment and injunctive relief claims)
- *Resco Holdings, L.L.C. v. AIU Insurance Co.*(Ohio App. 8 Dist.) (July 19, 2018) (Successfully obtained a declaration regarding the settling insurers right to equitable contribution from non-settling insurers)
- *Alford v. Liberty Mutual Insurance Company*, 2017 WL 431492 (E.D. Mich., Feb. 1, 2017) (Successfully obtained summary judgment with respect to finding that the defendant insurer properly and validly rescinded the subject personal automobile policy and cut-off any of the claimants' rights to collect benefits under such policy)
- *Jackson v. Liberty Mutual Fire Insurance Company*, 2017 WL 5153074 (W.D. Mich., March 16, 2017) (Successfully obtained summary judgment based upon enforcement of the one-year contractual limitations period in the defendant insurers' policy.)
- *Katz v. Safeco Insurance Company of America*, 2016 WL 1161525 (E.D. Mich. 2016) (Case involved damage to personal property and home when asbestos was released during cleanup and remediation after a major flood. Plaintiff sought coverage for the asbestos-related damages under home insurance policy.)
- *Decker Mfg. Corp. v. Travelers Indmen. Co.*, 106 F.Supp.3d 892 (W.D. Mich. 2015) (Time-on-the-risk method of apportionment was applicable to apportion pollution remediation costs)
- *Anderson v. Liberty Insurance Company*, 2016 WL 4089216 (E.D. Mich. 2015) (Obtained summary judgment in claim involving breach of contract and violation of the Michigan Uniform Trade Practices Act. Plaintiff filed claim of loss under the vandalism and malicious mischief provision of his homeowner's insurance.)
- *Sweet v. Liberty Insurance Corporation*, 2014 WL 12614487 (E.D. Mich., Sept. 30, 2014) (Successfully obtained summary judgment, holding that the defendant homeowners insurance policy only required the payment of additional living expenses for the insured's benefit for a maximum period of 12 months following the date of loss, which was affirmed in the U.S. Court of Appeals for the Sixth Circuit and ultimately resulted in a dismissal of the defendant insurers' need to maintain its counterclaim)
- *Travelers Cas. and Sur. Co. v. Maplehurst Farms, Inc.*, 18 N.E.3d 311 (Ind. 2014) (Insured's costs to settle claim to remediate contamination were incurred when insured entered settlement before providing notice to insurer)
- *Jones v. CR Meyer Const. Co.*, 2014 WL 2040045 (W.D. Mich. 2014) (Obtained summary judgment in *pro se* civil rights case on basis of failure to state a claim upon which relief can be granted)
- *Liberty Mutual Fire Ins. Co. v. Holka*, 984 F.Supp.2d 688 (E.D. Mich. 2013) (Moped involved in accident was a "motorized land conveyance" excluded from coverage under homeowners' policy)

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- *Travelers Cas. and Surety Co. v. United States Filter Corp.*, 895 NE 2d 1172, 2000 WL 4837453 (S. Ct. Indiana 2008) (Liability corporations could not seek coverage for product liability claims under liability policies issued to predecessors-in-interest)
- *Joshua Doepker v Everest Indemnity Insurance Company*, 2008 WL 163606 (N.D. Ohio, Jan. 16, 2008) (Successfully removed a supplemental complaint that required defeating a motion to remand the supplemental complaint filed in Ohio state court seeking coverage for a \$50 million default judgment ultimately resulting in a favorable resolution/settlement)
- *Nugent Sand Company v Century Indemnity Company*, 2006 WL 3469612 (W.D. Mich., Nov. 16, 2006) (Obtained summary judgment as to the enforceability of the absolute pollution exclusion regarding claims seeking coverage for underlying groundwater contamination)
- *Stryker Corporation v National Union Fire Insurance Company of Pittsburgh, PA*, 2005 WL 1610663 (W.D. Mich., July 1, 2005) (Obtained summary judgment with respect to multiple occurrences for underlying product liability claims and applicability to insured Stryker's self-insured retention such that Stryker could not show exhaustion of the SIR amounts)

Professional Affiliations

- State Bar of Michigan
- American College of Coverage Counsel, Fellow
- Federation of Defense and Corporate Counsel
- Chartered Property & Casualty Underwriter – (successfully completed 5 of 10 CPCU courses)

Publications and Lectures

- "Insurance Transfer in Asset Deals/Stock Deals," American Bar Association's 24th Annual Insurance Coverage Litigation Committee Mid-year Program: The Heat is on: Hot Topics in the World of Insurance, Panelist, Phoenix, AZ, Feb. 20, 2016
- "Transfer of Insurance Rights Under Liability Policies as the Result of the Sale of Business," American Bar Association's 24th Annual Insurance Coverage Litigation Committee Mid-year Program: The Heat is on: Hot Topics in the World of Insurance, co-author, Feb. 20, 2016
- "Out With the Old - In With the New: Coverage For Corporate Successors," ABA-TIPS Insurance Coverage Litigation Program: Finding Balance in the Shifting Sands of Insurance Coverage, Panelist, Feb. 24-26, 2011
- The Wayne Law Review; Insurance Law, Wayne State University – Detroit, MI; Vol. 49. No. 2, Summer 2003