

## JEFFREY C. GERISH



**Partner**

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Jeffrey C. Gerish is a partner in the firm's Bloomfield Hills office who practices in the areas of appellate law, insurance coverage and commercial litigation.

Mr. Gerish is a member of Plunkett Cooney's Appellate Law Practice Group, which is one of the only dedicated law firm appellate practice groups in the State of Michigan. He has successfully represented parties in numerous published decisions issued by the United States Court of Appeals for the Sixth Circuit, the Michigan Supreme Court and the Michigan Court of Appeals. He is also a member of the firm's Insurance Coverage Practice Group.

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

- *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 and holding that Maryland law must apply to dispute filed in Indiana because of Maryland's greater contacts)

### Areas of Practice

- Appellate Law
- Commercial Litigation
- Insurance Law

### Honors & Awards

- Michigan Super Lawyer in Appellate, Michigan Super Lawyers, a Thomson Reuters publication, 2009-2011
- University of Michigan Journal of Law Reform, Associate Editor, 1992-94
- Campbell Moot Court Competition, Semifinalist, 1994

### Education

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

### Bar & Court 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

- *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)
- *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, 730 N.W.2d 682 (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)
- *Bartell v Lohiser*, 215 F.3d 550 (6th Cir. 2000) (extending qualified immunity to social workers and a contractor who were actively involved in terminating the plaintiff's parental rights)
- *Ireland v Tunis*, 113 F.3d 1435 (6th Cir. 1997) (extending absolute immunity to trial court judge and to prosecutor for activities associated with the judicial phase of criminal process in the context of investigation and subsequent ouster of mayor)

## Professional Affiliations

- Oakland County Bar Association
- State Bar of Michigan
- Michigan Defense Trial Counsel
- Defense Research Institute
- American Bar Association

## Articles and Lectures

- "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

## Publications

- Indiana Court of Appeals adopts site-specific approach to choice of law disputes
- Indiana Supreme Court Precludes Recovery of Pre-Tender Defense Costs, Clarifies Insurer's Duty to Defend
- Court Orders MCCA to Reimburse Member Insurers For All Personal Injury Protection Benefits Paid
- Michigan Supreme Court Considers Viability of 'Reasonable Expectations' Doctrine

## News

- Plunkett Cooney attorneys among Michigan 'Super Lawyers' 2011
- Plunkett Cooney attorneys among Michigan 'Super Lawyers' 2010
- Plunkett Cooney attorneys among Michigan 'Super Lawyers' 2009