

SEP - 6 2023

9TH JUDICIAL CIRCUIT  
COUNTY OF KALAMAZOO  
KALAMAZOO, MICHIGAN

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO

**FREMONT INSURANCE COMPANY,**

PETITIONER,

vs.

Case No. 23-0406-CK  
Hon: Curtis J. Bell

**310 E. MICHIGAN, LLC,**

RESPONDENT.

MICHAEL T. RYAN (PS3634)  
ASHLEY J. BURRESS (P79614)  
Merry, Farnen & Ryan, P.C.  
ATTORNEY FOR PETITIONER  
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**FREMONT INSURANCE COMPANY'S AMENDED PETITION**

Petitioner, **FREMONT INSURANCE COMPANY**, ("Fremont") states as follows in support of its Petition for Declaration of No Coverage, or in the alternative, an Appointment of Umpire:

1. Fremont is a Michigan corporation doing business in Michigan.
2. **310 E. MICHIGAN, LLC** ("310 E MICHIGAN") is a domestic limited liability company conducting business in the County of Kalamazoo, State of Michigan, at 310 E. Michigan Avenue, Kalamazoo, Michigan.
3. Fremont insured 310 E. Michigan's property under a businessowner's policy a copy of which is attached as Exhibit A.

4. Jurisdiction exists in this court pursuant to §500.2833(1)(m) because the property at issue is located in Kalamazoo County, Michigan.

**COUNT I—DECLARATION OF NO COVERAGE**

5. On January 30, 2022, the insured property sustained a covered loss.

6. While the applicability of coverage is not disputed, the parties fail to agree on the amount of the loss.

7. The parties therefore wish to proceed to appraisal pursuant to the conditions applicable to Section I of the attached Fremont policy. See Section I – Conditions, paragraph 6., page 13.

8. Fremont has selected **Mark Camaj of Camaj Consulting LLC** as its appraiser.

9. 310 E MICHIGAN has selected Ryan Reedy as its appraiser.

10. Upon information and belief, Ryan Reedy is a member of the Limited Liability Corporation (LLC) that owns the property at 310 E. Michigan.

11. Reedy has refused to agree to an umpire to preside over the appraisal process.

12. Reedy has not only refused to select an umpire, he has refused to participate in any fashion with the appraisal process.

13. Reedy's failure to cooperate is a direct breach of the terms and conditions of the policy.

14. Without the appraisal, Fremont is severely prejudiced from determining the amount of loss and therefore cannot finalize the underlying claim for loss.

15. Fremont asks this Court for a declaration of no coverage based on 310 E. Michigan's failure to adhere to the conditions of the policy and complete the appraisal process.

WHEREFORE, FREEMONT INSURANCE COMPANY requests a declaration of no coverage for policy CPP 0107913-01, and the right to deny coverage for all claims for loss by 310 E. MICHIGAN, LLC under the policy pertaining to claim number 22-02764.

**COUNT II—APPOINTMENT OF UMPIRE**

16. Fremont repeats paragraphs 1-14 as if they were fully restated here.
17. In the event, this Court does not grant Fremont the right to deny coverage, Fremont asks this court to appoint an umpire to preside over this appraisal proceeding.
18. Fremont has selected Mark Camaj as its appraiser.
19. Reedy, 310 E. Michigan's appraiser, has refused to cooperate with Camaj to select an umpire or to otherwise participate in the appraisal process.
20. MCLA §500.2833(1)(m) requires all property insurance policies, to contain an appraisal clause mandating that any disputes as to the amount of loss or any actual cash value be resolved by the appraisal process.
21. MCLA §500.2833(1)(m) further provides that if the parties respective appraisers are unable to agree upon a competent, impartial umpire, then the insured or the insurer may ask a judge of the circuit court of the county in which the loss occurred or in which the property is located to select an umpire.
22. Fremont therefore asks the court pursuant to MCLA §500.2833(1)(m) to appoint a competent, impartial umpire to preside over this appraisal proceeding.

WHEREFORE, Petitioner, **FREMONT INSURANCE COMPANY** requests that the Court grant its request and issue an Order which includes the following relief:

- A. A Declaration of No Coverage for claim number 22-02764, policy CPP 0107913-00, allowing Fremont to deny all claims for coverage under the policy; or in the alternative,

- B. Appointment of a competent, impartial umpire for the proceedings if the parties respective appraisers are unable to agree upon an umpire within 15 days;
- C. That the parties each pay one one-half of all costs and fees associated with the umpire;
- D. That the parties are responsible for all costs and fees for their own appraiser.
- E. Grant all other relief as would be appropriate.

**MERRY, FARREN & RYAN, P.C.**

By:   
**MICHAEL T. RYAN (P53634)**  
**ASHLEY J. BURRESS (P79614)**  
ATTORNEYS FOR PETITIONER  
300 Maple Park Blvd., Suite 301  
St. Clair Shores, MI 48081  
586-776-6700 / 586-776-5927 (direct)

DATED: August 31, 2023

# **EXHIBIT A**



Fremont Insurance  
Since 1876  
[www.fmic.com](http://www.fmic.com)

## COMMERCIAL PACKAGE POLICY



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Previous Policy No. CPP 0107913-00

YOUR AGENCY IS:  
INSURANCE ADVANTAGE AGENCY INC  
0382010  
5234 PLAINFIELD AVE, NE  
SUITE C  
GRAND RAPIDS, MI 49525  
616/458-2929

### RENEWAL DECLARATION

POLICY NO. CPP 0107913-01 ISSUE DATE 12/14/2022

MAILING ADDRESS  
310 E Michigan LLC  
c/o Ryan Reedy  
625 Kenmoor Ave SE  
Ste 350 Pmb 97304  
Grand Rapids, MI 49546-2395

FORM OF BUSINESS  
Limited Liability Company

POLICY TERM  
12:01 a.m. 12:01 a.m.  
01/01/2023 To 01/01/2024

PREMIUM IS PAYABLE  
Annual

NAMED INSURED(S):  
310 E Michigan LLC

### Summary of Coverages And Premiums

#### Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COVERAGE PARTS	PREMIUM
Commercial Property Coverage Part	\$20,570
Commercial General Liability Coverage Part	\$4,073
<b>Total Provisional Annual Premium</b>	<b>\$24,643</b>

### Policy Locations

1	2	3
310 & 332 E Michigan Ave Kalamazoo, MI 49007	137 Edwards Kalamazoo, MI 49007	135 Edwards Kalamazoo, MI 49007