

STATE OF MICHIGAN
IN THE SUPREME COURT

Appeal from the Court of Appeals
(Talbot, P.J., and Cavanaugh and Zahra, JJ)

SHAUN BONKOWSKI,

Plaintiff-Appellee,

Supreme Court Docket No. 137672

v

ALLSTATE INSURANCE COMPANY,

Court of Appeals Docket No. 273945

Defendant-Appellant.

Oakland Circuit Case No. 01-035172-NF

**AMICUS CURIAE BRIEF OF COALITION PROTECTING AUTO NO-FAULT IN
SUPPORT OF PLAINTIFF-APPELLEE'S APPLICATION FOR LEAVE TO APPEAL**

Respectfully submitted,

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STATEMENT OF INTEREST OF AMICUS CURIAE CPAN

The Coalition Protecting Auto No-Fault (“CPAN”) is a broad-based, bipartisan coalition of 27 professional associations. These member associations include 16 medical provider organizations and 11 consumer organizations. The members of CPAN formed this organization for the sole purpose of preserving and protecting the unique and highly acclaimed reparations system that was created by the passage of the Michigan Automobile No-Fault Insurance Act in 1972 (MCL 500.3101, *et seq.*). Ever since the no-fault act went into effect in October of 1973, it has consistently garnered national accolades as a “model system.” The central mission of CPAN is to oppose the erosion of the no-fault system and to remedy any erosion that has occurred to date. CPAN’s member organizations are identified below:

CPAN: Coalition Protecting Auto No-Fault

Medical Provider Groups

1. *Michigan Academy of Physicians Assistants*
2. *Michigan Assisted Living Association*
3. *Michigan Association of Chiropractors*
4. *Michigan Association of Rehabilitation Organizations*
5. *Michigan Brain Injury Providers Council*
6. *Michigan College of Emergency Physicians*
7. *Michigan Dental Association*
8. *Michigan Health & Hospital Association*
9. *Michigan Home Health Association*
10. *Michigan Nurses Association*
11. *Michigan Orthopedic Society*
12. *Michigan Orthotics and Prosthetics Ass'n*
13. *Michigan Osteopathic Association*
14. *Michigan Rehabilitation Association*
15. *Michigan State Medical Society*
16. *Disability Network Michigan*

Consumer Organizations

1. *Brain Injury Association of Michigan*
2. *Disability Advocates of Kent County*
3. *Michigan Association for Justice*
4. *Michigan Citizens Action*
5. *Michigan Consumer Federation*
6. *Michigan Paralyzed Veterans of America*
7. *Michigan Partners for Patient Advocacy*
8. *Michigan Protection and Advocacy Service*
9. *Michigan State AFL-CIO*
10. *Michigan Tribal Advocates*
11. *UAW Michigan CAP*

In its April 24, 2009, order, this Court has asked the parties to address in supplemental briefing “whether 12 percent no-fault penalty interest under MCL 500.3142 ceases to accrue once the judgment is entered.” CPAN takes the position that it clearly does not.

Aside from the no-fault penalty attorney’s fee provision under MCL 500.3148(1), the penalty interest sanction under MCL 500.3142 is a primary enforcement mechanism under the no-fault act to penalize no-fault insurers who delay or wrongly deny payment of no-fault benefits. In Michigan, there is no separate “bad faith” cause of action when insurance benefits are not paid in a timely fashion. MCL 500.3142 is designed to ensure prompt payment of benefits, which is absolutely essential to medical providers who treat auto accident victims and the victims themselves who have medical bills and other expenses that need to be paid.

CPAN and its members are concerned about the likely effect of the Court of Appeals’ holding in this case. Not only is the holding that penalty interest ceases to accrue upon entry of judgment inconsistent with the plain language of MCL 500.3142, it is contrary to the underlying purposes of the no-fault act to ensure prompt payment of benefits and to penalize carriers who refuse to comply with the act’s prompt-pay provisions. CPAN believes that Michigan has a superior no-fault system, which was formed for the very purpose of preserving quality health care, and that prompt payment of medical bills and other no-fault benefits remains vital to its proper functioning. CPAN urges this Court to grant the pending application for leave to appeal and reverse the Court of Appeals’ holding that penalty interest ceases to accrue once the judgment is entered.

STATEMENT OF BASIS OF JURISDICTION

A timely application is pending before this Court in this matter. CPAN wishes this Court to review this brief as amicus curiae of plaintiff-appellee in support of the position that penalty interest under MCL 500.3142(3) does not cease to accrue once judgment is entered, but only after overdue benefits are paid.

INTRODUCTION

If the statute has provisions that are harsh, they undoubtedly reflect the compromises that were hammered out in the Legislature at the time mandatory coverage automobile no-fault insurance was enacted by the Michigan Legislature. Votes were cast for the statute by legislators on the basis that the compromises would be honored. It was for them, the legislators, not us, the judges, to weigh the “competing interests” and “chose the result” It is the legislators who establish the statutory law because the legislative power is exclusively theirs. We cannot revise, amend, deconstruct, or ignore their product and still be true to our responsibilities that give our branch only the judicial power. By what theory can we not recognize these undeniable constitutional truths? The only one is that we have the raw power, because we rule after they have enacted, to refuse to honor the bargain they struck. This is an indefensible position whose illegitimacy was classically outlined by Chief Justice Marshall in the celebrated case of *Marbury v Madison*, 5 U.S. (1 Cranch) 137, 177; 2 L.Ed 60 (1803), which has been the lodestar for generations of judges in questions of statutory construction: ours is to declare what the law is, not what it ought to be.¹

This Court has made eminently clear to insurance carriers and no-fault claimants alike that it is not the responsibility of the courts to redress the effect—objectionable to some—of clear and unambiguous statutory provisions absent the implication of either the Michigan or United States Constitutions. Indeed, they lack the power to do so. Yet this is precisely what the Court of Appeals has done here for Allstate and other insurance companies. MCL 500.3142(3) plainly provides that 12% penalty interest accrues at the rate of 12% per annum. To judicially stop the

¹ *Cameron v Auto Club Ins Association*, 476 Mich 55, 65; 718 NW2d 784 (2006), internal citations omitted.

accrual of interest upon the entry of judgment, where our Legislature has not done so, directly violates the expressed intentions of our Legislature as well as the public policies underlying the no-fault act and its penalty provisions.

When our Legislature enacted the no-fault act in 1973, it chose to penalize insurers who fail to timely pay no-fault benefits. Overdue payments accrue simple penalty interest at a rate of 12% per annum. Our Legislature did not chose to stop the accrual of penalty interest upon the entry of judgment. It certainly could have done so. In fact, it could still do so now. But the Court of Appeals' decision to accept Allstate's invitation to cap the accrual of penalty interest upon entry of judgment is, in effect, a policy decision the result of which was to re-write MCL 500.3142(3) to say: "An overdue payment bears simple interest at the rate of 12% per annum, *which ceases to accrue upon the entry of judgment in a lawsuit filed to obtain payment of benefits.*" The courts cannot do this. In fact, as this Court has pronounced, Allstate brought its grievance to the wrong forum:

What this all comes down to is that the proponents . . . are simply in the wrong place. They should go to the Legislature. There the increased premium costs to the drivers of this state occasioned by the revisions they seek for this mandatory insurance can be measured against the important goals of, among other things, affordability of this mandatory insurance. We have neither the tools nor the authority to strike that balance and we recognize it. It may be that the proponents of change will prevail in the Legislature or it may be that in the Legislature's wisdom the benefits will not justify the burden of increased premiums and potentially more uninsured drivers that will be occasioned by the changes sought. But, again, it must be emphasized, no one on this Court, or any other, has warrant to impose our view on the balance striking and make it law.²

² *Cameron, supra* (internal citations omitted). This Court, in its recent pronouncements, has also typically directed grievants seeking change, such as that sought and received by Allstate here, to the Legislature. Make no mistake, change is what Allstate seeks and what the Court of Appeals effected. Postjudgment penalty interest under MCL 500.3142(3) has been the norm in this state since 1973, with trial courts regularly awarding postjudgment penalty interest, when requested, without objection by insurance carriers.

Consistent with this Court's several recent rulings, this Court should grant the pending application for leave to appeal and reverse the Court of Appeals' holding that 12% penalty interest under MCL 500.3142(3) ceases to accrue upon entry of judgment as inconsistent with plain language of the no-fault act and the policies underlying its penalty provisions.

ARGUMENT

THIS COURT SHOULD GRANT LEAVE TO APPEAL AND REVERSE THE COURT OF APPEALS' HOLDING THAT 12% PENALTY INTEREST UNDER MCL 500.3142(3) CEASES TO ACCRUE UPON ENTRY OF JUDGMENT. THE COURT OF APPEALS' HOLDING IGNORES THE CLEAR AND UNAMBIGUOUS LANGUAGE OF THE STATUTE, WHICH DOES NOT CAP THE ACCRUAL OF PENALTY INTEREST UPON THE ENTRY OF JUDGMENT. TO THE CONTRARY, OUR LEGISLATURE HAS DIRECTED THAT PENALTY INTEREST ACCRUES ON OVERDUE BENEFITS AT THE RATE OF 12% PER ANNUM. A PAYMENT THAT IS OVERDUE REMAINS OVERDUE UNTIL IT IS PAID AND DOES NOT CEASE BEING OVERDUE ONCE JUDGMENT IS ENTERED. OUR LEGISLATURE COULD HAVE STOPPED THE ACCRUAL OF INTEREST UPON THE ENTRY OF JUDGMENT BUT CHOSE NOT TO DO SO.

1. The Controlling Statutory Language, MCL 500.3142.

MCL 500.3142 provides as follows:

500.3142 Personal protection benefits payable as loss accrues; overdue benefits.

Sec. 3142.

(1) Personal protection insurance benefits are payable as loss accrues.

(2) Personal protection insurance benefits are overdue if not paid within 30 days after an insurer receives reasonable proof of the fact and of the amount of loss sustained. If reasonable proof is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 30 days after the proof is received by the insurer. Any part of the remainder of the claim that is later supported by reasonable proof is overdue if not paid within 30 days after the proof is received by the insurer. For the purpose

of calculating the extent to which benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail in a properly addressed, postpaid envelope, or, if not so posted, on the date of delivery.

(3) An overdue payment bears simple interest at the rate of 12% per annum.

The rules of statutory construction are well-established. When interpreting a statute, the Court's primary goal is to give effect to the intent of our Legislature.³ The first step is to review the language of the statute.⁴ If the statute is unambiguous on its face, the courts must presume that our Legislature intended the meaning expressed, and judicial construction is neither required nor permissible.⁵ It is also the case that "when construing a statute, a court must read it as a whole."⁶ To discover legislative intent, "the entire act must be read, and the interpretation to be given to a particular word in one section arrived at after due consideration of every other section so as to produce, if possible, a harmonious and consistent enactment as a whole."⁷ Also, subsections of a statute are not to be read discretely, but as part of a whole.⁸

MCL 500.3142 is clear and its operation straightforward. An insurance carrier must pay no-fault benefits within 30 days after it receives reasonable proof of the fact and the amount of the loss. If it does not, that payment becomes overdue and "bears simple interest at

³ *Brown v Detroit Mayor*, 478 Mich 589, 593; 734 NW2d 514 (2007).

⁴ *Id.*

⁵ *Id.*

⁶ *Apsey v Mem Hosp*, 477 Mich 120, 130; 730 NW2d 695 (2007).

⁷ *Grand Rapids v Crocker*, 219 Mich 178, 182-183; 189 NW 221 (1922); see also *Macomb Co Prosecutor v Murphy*, 464 Mich 149, 159; 627 NW2d 247 (2001) (provisions must be read in the context of the entire statute so as to produce a harmonious whole).

⁸ *Lansing Mayor v Pub Service Comm*, 470 Mich 154, 167-168; 680 NW2d 840 (2004).

the rate of 12% per annum.”⁹ The payment remains overdue until the carrier mails or delivers, as the case may be, the payment to the claimant.¹⁰ Notably, our Legislature did not state that an overdue payment no longer bears penalty interest upon entry of judgment in a civil action. Instead, penalty interest accrues, and continues to accrue, on the overdue payment until the payment is made in accordance with MCL 500.3142(2). There are certainly, and unfortunately, cases where suit must be filed to compel payment of no-fault benefits. In those cases where benefits are awarded, penalty interest accrues on all benefits that are overdue. The entry of a judgment for those benefits, which must include an award of penalty interest if the benefits are overdue, does not operate to make the benefits no longer overdue. Nor, therefore, does it cease the accrual of penalty interest. The Court of Appeals’ reading of the statute is inconsistent with the plain language of the statute.

It is clear that, when enacting MCL 500.3142 in its entirety,¹¹ our Legislature intended penalty interest on overdue payments to accrue until the overdue payments are paid in accordance with MCL 500.3142(2). The decision of the Court of Appeals contravenes the plain language of the statute and our Legislature’s intent.

2. *Penalty Interest Under MCL 500.3142(2) Is Not An Element Of Compensatory Damages. Instead, It Is A Sanction Imposed Upon A No-Fault Carrier For Not Timely Paying Benefits Under The No-Fault Act.*

In its opinion, the Court of Appeals, without citation to any case law, asserts that “[i]nterest awardable under MCL 500.3142(3) is a substantive element of the damages suffered

⁹ MCL 500.3142(3).

¹⁰ MCL 500.3142(2).

¹¹ All subparts of MCL 500.3142 must be read as a whole when ascertaining the meaning and effect of the statute. *Crocker, supra.*

by plaintiff.”¹² This statement, which appears to serve as the linchpin for the Court of Appeals’ analysis and holding, is inconsistent with previous appellate case law and the policies underlying the penalty provisions of the no-fault act.

“No-fault interest is awarded as a penalty for the insurer’s misconduct and is not intended to compensate the insured for damages.”¹³ CPAN recognizes that, in some cases, there might be a dispute, accompanied by an underlying question of fact, in regard to when, or even whether, a no-fault carrier received “reasonable proof of the fact and the amount of the loss sustained,” as contemplated under MCL 500.3142(2), with respect to claimed benefits. But once that question of fact is resolved, and the date on which reasonable proof was supplied is fixed, 12% penalty interest under MCL 500.3142(3) is mandatory on all overdue benefits awarded. Importantly, a penalty interest award is not required in order to compensate the claimant for damages; it is mandatory in order to penalize the no-fault carrier for not making a timely payment in compliance with the no-fault act.¹⁴ Moreover, “[p]enalty interest must be assessed against a no-fault insurer if the insurer refused to pay benefits and is later determined to be liable, irrespective of the insurer’s good faith in not promptly paying the benefits.”¹⁵ Thus, the penalty interest calculation on awarded overdue benefits is just that—a calculation. According to our

¹² *Bonkowski v Allstate Insurance Company*, 281 Mich App 154, 176; 761 NW2d 784 (2008). The Court of Appeals relies upon the standard civil jury instruction (M Civ JI 35.04) and the standard verdict form (M Civ JI 67.01) for this proposition. The cases annotated in the standard verdict form and instruction support that interest is a penalty to be assessed against the insurer and not an element of compensatory damages. Indeed, it is questionable whether the standard verdict form and instruction accurately reflect the law.

¹³ *Regents of the Univ of Michigan v State Farm*, 250 Mich App 719, 735; 650 NW2d 129 (2002), citing *Attard v Citizens Ins Co of America*, 237 Mich App 311, 320; 602 NW2d 633 (1999); see also *Wood v DAIIE*, 413 Mich 573, 589 n 17; 321 NW2d 653 (1982), adopting the reasoning of the Court of Appeals in *Wood v DAIIE*, 99 Mich App 701, 709; 299 NW2d 370 (1980) (“The 12 percent interest provision is intended to penalize the recalcitrant insurer rather than compensate the claimant.”)

¹⁴ *Id.*

¹⁵ *Davis v Citizens Ins Co of America*, 195 Mich App 323, 328-329; 489 NW2d 214 (1992), citing *Clute v General Accident Assurance Co of Canada*, 179 Mich App 527, 539; 446 NW2d 839 (1989), and *Bach v State Farm Mutual Automobile Ins Co*, 137 Mich App 128, 131-132; 357 NW2d 325 (1984).

Legislature, penalty interest shall continue to accrue until the payment is no longer overdue, i.e., until it is paid in accordance with MCL 500.3142(2), which does not occur simply upon entry of judgment but only upon payment of the benefits under the statute.

Thus, where the Court of Appeals expressed concern that “MCL 500.3142(3) does not entitle plaintiff to judicial enhancement of the substantive damages awarded by the jury,”¹⁶ that concern is misplaced when the proper purpose for penalty interest is not to compensate the claimant for damages suffered but is, instead, to penalize a recalcitrant insurer for not timely paying benefits. By properly recognizing that 12% penalty interest continues to accrue on overdue benefits until those benefits are no longer overdue, i.e., until they are paid, this Court will be giving effect to the intentions of our Legislature as plainly expressed in MCL 500.3142.

3. *Like The No-Fault Act’s Other Penalty Provision, MCL 500.3148(1) (Attorney’s Fees), Penalty Interest Under MCL 500.3142(3) Should Continue To Accrue Postjudgment Until The Judgment Is Satisfied.*

Under MCL 500.3148(1), an attorney is entitled to a reasonable fee for advising and representing a claimant in an action to recover overdue no-fault benefits. When awarded, the attorney’s fee shall be a charge against the insurer in addition to the benefits recovered, if the court finds that the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment.¹⁷ Like the penalty interest provision in MCL 500.3142, “the purpose of the no-fault act’s attorney-fee penalty provision is to ensure prompt payment to the insured.”¹⁸

¹⁶ *Bonkowski, supra* at 181.

¹⁷ *Ross v Auto Club Group*, 481 Mich 1, 11; 748 NW2d 552 (2008).

¹⁸ *Id.*

An attorney fee award under MCL 500.3148(1) is not limited to just the attorney's fees incurred up to the entry of judgment. Instead, our appellate courts have rightfully held that attorney's fees incurred on appeal are also properly awardable under the no-fault act:

This Court has held that a statutory provision for attorney fees applies to appellate proceedings when the statute does not place any restrictions on the recovery of attorney fees and does not limit attorney fees to services rendered at the trial court level. *Smolen v Dahlmann Apartments, Ltd*, 186 Mich App 292, 296; 463 NW2d 261 (1990) (provision for attorney fees under the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, applies to appellate proceedings). Although the provision for attorney fees at issue here, MCL 500.3148(1), restricts an award of attorney fees to cases in which the court finds that the insurer unreasonably refused to pay the claim or unreasonably delayed in making proper payment, no other restrictions are imposed, and the award of attorney fees is not limited to services rendered at the trial court level. We conclude that attorney fees for services on appeal can be awarded under MCL 500.3148(1).¹⁹

Much like MCL 500.3148(1)'s attorney's fee sanction, MCL 500.3142's penalty interest sanction also does not limit the sanction to the interest incurred at the trial court level before entry of judgment. To the contrary, both MCL 500.3148(1) and MCL 500.3142 recognize a sanction against a no-fault carrier who fails to pay "overdue benefits" until the benefits are paid. The penalty under both statutes, should it be awarded,²⁰ applies until the benefits are no longer overdue—in other words, until they are paid—even if proper payment of benefits is not made until after the entry of judgment.

4. *The Court of Appeals Wrongly Applied The "Doctrine of Merger."*

The Court of Appeals wrongly relies upon the "doctrine of merger" to hold that postjudgment interest ceases to accrue under MCL 500.3142(3) upon entry of judgment. First,

¹⁹ *Bloemsma v ACIA*, 190 Mich App 686, 690-691; 476 NW2d 487 (1991).

²⁰ Penalty interest under MCL 500.3142 must be awarded if benefits are determined to be overdue. Attorney's fees under MCL 500.3148(1) are awarded only if it is determined that the carrier's denial was unreasonable. Consequently, the mandatory penalty interest award is a pivotal, and often the only, sanction available to penalize a recalcitrant insurer.

notwithstanding the “doctrine of merger,” and as discussed above, the Court of Appeals’ decision contravenes the clear language of the no-fault act. Reliance upon judicially created doctrines to undo our Legislature’s will, as codified in our positive law, is not permitted.²¹ But equally important, the Court of Appeals misapplies the doctrine of merger in any event. The doctrine of merger, among other things, provides that a plaintiff cannot maintain subsequent action on an original claim after entry of judgment in the plaintiff’s favor on that original claim.²² It is said that the plaintiff’s rights on the original claim are extinguished upon entry of the judgment and “merged” in the judgment.²³ A no-fault claimant entitled to penalty interest under MCL 500.3142(3) on overdue benefits is not seeking to bring a subsequent action on his original claim when he properly requests the accrual of no-fault penalty interest postjudgment. The no-fault claimant is merely requesting what our Legislature permits, namely, that the judgment reflect that overdue benefits accrue penalty interest until they are paid. Such a result no more violates the “doctrine of merger” than does an award of postjudgment interest under MCL 600.6013. Our Legislature has authorized both awards.

5. *The Court Of Appeals’ Reliance Upon MCL 600.6013 To Conclude That Our Legislature Intended For Postjudgment Interest Under The RJA To Be A Prevailing No-Fault Claimant’s Only Tool For Recovering Interest Is Misplaced Given The Distinct Purposes Served By MCL 600.6013 And MCL 500.3142(3).*

The Court of Appeals held that our Legislature’s decision to award postjudgment interest through the Revised Judicature Act under MCL 600.6013 supports its decision not to permit the postjudgment accrual of penalty interest under MCL 500.3142(3). The holding ignores this Court’s recognition that the interest available under MCL 500.3142 and MCL

²¹ *Feyz v Mercy Memorial Hosp*, 475 Mich 663, 667; 719 NW2d 1 (2006) (holding that a judicially created doctrine cannot supplant or supplement rights or immunities granted by our Legislature).

²² Restatement of Judgments 2d, § 18(1).

²³ *Id.* at “Comment A.”

600.6013 serve entirely different and distinct purposes. In *Wood v DAIIE*,²⁴ this Court agreed with and quoted the Court of Appeals' decision in the same case,²⁵ which provides:

The purpose of the six percent interest statute [MCL 600.6013] is to compensate the prevailing party for the expenses incurred in bringing an action and for the delay in receiving money damages. *Schwartz v Piper Aircraft Corp*, 90 Mich App 324, 326; 282 NW2d 306 (1979), *Waldrop v Rodery*, 34 Mich App 1, 4; 190 NW2d 691 (1979). The 12 percent interest provision [MCL 500.3142] is intended to penalize the recalcitrant insurer rather than compensate the claimant. See *O. J. Enterprises, Inc v Ins Co of North America*, 96 Mich App 271, 292; NW2d 207 (1980) (similar purpose intended under the Insurance Code, MCL 500.2006). We do not consider these statutes to be mutually exclusive. Therefore, the trial court correctly ordered both the six percent and the 12% interest.”

Given these uniquely different and judicially recognized purposes, the Court of Appeals is wrong that the postjudgment interest awarded under MCL 600.6013 must serve as the only postjudgment interest available to an aggrieved claimant who recovers a judgment for overdue benefits against an insurer. True, our Legislature expressly said in MCL 600.6013 that postjudgment interest accrues until the judgment is satisfied, but it is not true (as stated by the Court of Appeals) that MCL 500.3142(3) “is silent as it relates to the award of penalty interest after entry of judgment.”²⁶ While our Legislature did not use the same language as it did in MCL 600.6013, the language it did use in MCL 500.3142 has the same meaning and effect. Under MCL 500.3142(3), 12% penalty interest accrues on an “overdue payment.” An “overdue payment” is one that is not made within 30 days after the insurance carrier received reasonable proof of the fact and the amount of the loss.²⁷ An overdue payment ceases to be overdue only

²⁴ *Wood*, 413 Mich at 589 n 17.

²⁵ *Wood*, 99 Mich App at 701.

²⁶ *Bonkowski*, *supra* at 177.

²⁷ MCL 500.3142(2).

when the carrier pays the overdue benefits by mailing or delivering the payment to the claimant.²⁸ Until then, the payment remains overdue, penalty interest continues to accrue, and the entry of judgment does not stop the accrual of penalty interest.


CONCLUSION AND RELIEF REQUESTED

Penalty interest under MCL 500.3142(3) has been a valuable tool to ensure an insurer's prompt payment of no-fault benefits. Our Legislature has expressly recognized that penalty interest shall continue to accrue on overdue payments until those benefits are no longer overdue. Overdue payments become no longer overdue only upon payment of the benefits in accordance with MCL 500.3142(2). The Court of Appeals' holding that penalty interest ceases to accrue upon entry of judgment is inconsistent with the language of the no-fault act and its purpose to ensure prompt payment and to penalize an insurer that fails to comply with the act's prompt pay provisions. CPAN requests that this Court grant the application for leave to appeal and reverse the Court of Appeals' decision that holds that penalty interest under MCL 500.3142(3) ceases to accrue upon entry of judgment.

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²⁸ *Id.*