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STATE OF MICHIGAN
IN THE MICHIGAN SUPREME COURT

MOHAMMED ABDULLA,

Plaintiff/Appellee,

and

PRECISE MRI OF MICHIGAN, LLC

Intervening Plaintiff/Appellee,

v

AUTO CLUB GROUP INSURANCE COMPANY,

Defendant/Appellant,

and

PROGRESSIVE SOUTHEASTERN INSURANCE COMPANY, GREAT AMERICAN INSURANCE COMPANY, MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY/MICHIGAN ASSIGNED CLAIMS PLAN and UNNAMED SERVICING INSURER,

Defendants.

Supreme Court Case No. 167532

Court of Appeals Case No. 364797

Wayne County Circuit Court
Case No. 2021-006382-NF
Hon. Dana M. Hathaway

CONSOLIDATED WITH:

Court of Appeals Case No. 364866

Wayne County Circuit Court
Case No. 2021-006382-NF
Hon. Dana M. Hathaway

PLAINTIFF/APPELLEE MOHAMMED ABDULLLA'S SUPPLEMENTAL BRIEF IN OPPOSITION TO DEFENDANT/APPELLANT AUTO CLUB GROUP INSURANCE COMPANY'S APPLICATION FOR LEAVE TO APPEAL

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INTRODUCTION

This Court has asked the parties to address two questions in supplemental briefing. The first question is "whether the plaintiff was an "owner" of the motor vehicle at issue within the meaning of MCL 500.3101(3)(l)(i), see *Twichel v MIC Gen Ins Corp*, 469 Mich 524, 530-532[; 676 NW2d 616] (2004). The second question is "whether the plaintiff is entitled to personal protection insurance benefits as a relative of the named insured domiciled in the same household, see MCL 500.3111, MCL 500.3114." The answer to the first question is clearly "No". And consequently, the answer to the second question is "Yes". Accordingly, Abdulla is entitled to recover PIP benefits from Auto Club and the Court of Appeals' decision should stand in this case and this Court should deny leave to appeal.

Without question, Abdulla did not own the truck that he was driving when the accident occurred that injured him. First, the truck was titled (and registered) in the name of his business, Tornado Trucking. Second, while Abdulla regularly used the truck, he did so only as an agent of Tornado and he never used the truck for personal reasons. Stated differently, Abdulla personally did not have use of the truck for more than 30 days in Michigan, and thus, he was not a statutory owner of the truck under MCL 500.3101(3)(l)(i).

The fact that Abdulla owned Tornado Trucking changes nothing where, as in this case, there is no evidence to support a claim that he ever used the truck for personal reasons. While he arguably could have done so, the more essential point is that he never did. Without such evidence, the claim that Abdulla had a possessory right to use the truck is completely unfounded. Simply put, Abdulla recognized that the truck was for business use only. Whenever he drove it, he did so either to pick up a load, i.e., bobtailing, or to haul

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a load on behalf of Land Trucking. He did not have use of the truck for a period that was greater than 30 days in Michigan. Tornado Trucking did. He also had no proprietary right to it. He did not own it. He bought it for Tornado. He could sell it only on behalf of Tornado.

Auto Club (and the MAIPF) ask this Court to ignore corporate form to reach a different holding than the Court of Appeals did. According to them, an individually owned company like Tornado is not worthy of the same corporate status as larger corporations, regardless of how business was conducted. Because Abdulla ostensibly "could have used" the truck for personal reasons if he wanted to do so, and no one would have stopped him, the company is therefore a sham and the protection that it afforded to him can be ignored. This Court should reject that reasoning as the law does not support ignoring corporate form merely because the result is that an insurer pays a claim for which no premium was paid.

This Court addressed a similar question in *Ross v Auto Club Group*, 269 Mich App 356, 711 NW2d 787 (2006) when it asked whether a sole shareholder of a corporation who receives wages from the company as an employee may claim work-loss benefits. Auto Club argued that the plaintiff was not entitled to wage loss benefits because the corporation yielded no profit before the accident occurred. But, this Court affirmed that the corporate entity was distinct from him even though all its stock was owned by him. It noted that the company's separate existence must be respected. Accordingly, the plaintiff was entitled to recover wage loss benefits in that case based on what he was paid as an employee of the company even though he was also the sole shareholder of the company. The same respect for Tornado Trucking as a separate and distinct legal entity from Abdulla should be afforded in this case even though he is the sole owner and manager of Tornado.

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In addition, the simple fact is that Auto Club was in a position to protect itself from the possibility that a truck driver like Abdulla would make a claim for PIP benefits under a personal auto policy issued to a relative domiciled in the same household. All Auto Club (or any other insurer in Michigan) needed to ask before writing PIP coverage was whether anyone residing in the household regularly drove a motor vehicle not otherwise disclosed.

If asked, that question would have yielded the information needed for Auto Club to recognize that there was a problem with writing the coverage requested. In short, that there was the potential for a valid claim for coverage for which no premium was paid. If the question was answered "Yes", the named insured would be obligated to disclose whether someone in the household regularly operated another motor vehicle. If answered "No", coverage could be rescinded if, in fact, the only correct answer to that question was "Yes".

Instead of doing its job in underwriting, Auto Club is asking this Court to now correct its mistake by holding that PIP benefits are not owed. The insurance industry likewise seeks this Court's assistance in correcting what admittedly is not an optimal result in these circumstances. But, while it is not an optimal result – as coverage exists and no premium was paid – it is the correct result as otherwise Abdulla is unprotected. Moreover, it is a problem that should be corrected not by this Court but by insurers performing more diligent underwriting. This Court should affirm the Court of Appeals' published decision in this case and let the insurance industry make underwriting changes needed to avoid similar results.

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SUPPLEMENTAL FACTUAL DISCUSSION

The facts in this case are not disputed. As previously stated, Abdulla largely agrees with the facts as stated by Auto Club in its leave application and as now repeated in its supplemental briefing.[1] Likewise, the factual recitation in the Court of Appeals' majority opinion, which the dissenting opinion did not disagree with, is both accurate and mostly complete in this case. For brevity's sake, the facts need not be restated again. But, that said, there are a few points that should be addressed and clarified in supplemental briefing.

* * *

Mohammed Abdulla is not some mastermind who conjured up a way to "game the system" to obtain PIP coverage without paying for it. He has no sophisticated knowledge of the complex inner workings of insurance coverage in Michigan.[2] He is simply a truck driver working as an independent contractor hauling loads for a larger trucking operation.

After a few years as an independent contractor, using trucks owned by companies he worked with, he did what many truck drivers do – he bought a truck for his business and titled it to his company to insulate himself personally from liability for damages caused by operating it. [Apx 301a]. Accordingly, Abdulla drove the truck for business purposes only.

Simply put, Abdulla did what he was told he should do in setting up his business and insuring it. When deposed, Abdulla (mistakenly) identified the owner of Land Trucking as

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[1]The first paragraph of Auto Club's Statement of Facts in its Supplemental Briefing again is conclusory and more properly characterized as argument than a factual recitation. Abdulla does not agree with that first paragraph. The balance of its Statement of Facts, however, is basically accurate in its recitation of pertinent facts.

[2]Abdulla was born in Yemen. [Apx 0435a]. He has only lived in the United States since 2014. [Apx 0436a]. He is not an American citizen. [Apx 0435a]. When deposed, an interpreter was present with him because he is not fluent in English. [Apx 0431a].

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the person he got insurance from. [Apx 469a]. It is clear from his deposition that he has no understanding of insurance coverage. He simply relied on Land Trucking [Apx 475a] and National Transportation Associates, i.e., the same agency that Land used.[Apx 261a].

With help from NSA, Abdulla secured bobtail coverage with PIP benefits. [Apx 261a-264a]. He did so with the understanding that Land would insure the truck when hauling. As a company incorporated in Indiana, Land insured its existing fleet with liability coverage, but not Michigan PIP benefits, because its fleet was garaged in Indiana. [Apx 046a-049a]. Unfortunately, that meant Abdulla had no PIP coverage on his truck when not bobtailing. That fateful decision, however, was made by Land., through its agent, NSA, not Abdulla.

ARGUMENT

I. ABDULLA WAS NOT AN OWNER OF THE TRUCK UNDER MCL 500.3101(3)(l)(i) AS HE WAS NOT ITS TITLED OWNER AND THERE WAS NO EVIDENCE OF HIM EXHIBITING A POSSESSORY OR PROPRIETARY RIGHT TO USE THE TRUCK.

Tornado Trucking, LLC is the titled owner of the truck that Abdulla was driving when the motor vehicle accident occurred. Thus, Tornado is an owner of the truck. But, title is not the only thing that determines ownership of a motor vehicle in Michigan and titled owners do not always own motor vehicles exclusively. There is also ownership of a motor vehicle in Michigan when it is rented for "a period that is greater than 30 days."[3] That is true whether it is rented via a formal leasing arrangement "or otherwise". Similarly, there is also

[3]Land Trucking, for example, also owned the truck that Abdulla was driving when the motor vehicle accident occurred. Because it leased the truck from him, it was an owner under MCL 500.3101(3)(l)(i). That part of the legal analysis is straightforward.

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motor vehicle ownership in Michigan when a person has "the use of a motor vehicle, under a lease or otherwise, for a period that is greater than 30 days." See MCL 500.3101(3)(l)(i).[4]

Here, as this Court recognized by citing its prior decision in *Twichel v MIC Gen Ins Corp,* 469 Mich at 530-532, the question is whether Abdulla had use of the truck in question for a period of more than 30 days. To answer that question, Abdulla's use of the truck must be examined. In short, it must be determined whether he used the truck as if he had a possessory or proprietary right to do so. See *Ardt v Titan*, 233 Mich App 685, 690; 593 NW2d 215 (1999), holding "ownership follows from possessory or proprietary usage".

The facts surrounding Abdulla's use of the truck are not disputed. It is fundamentally clear from the lower court record that Abdulla never used the truck for personal reasons. He used it exclusively for business purposes. He did so as an agent of Tornado and Land. Effectively, his relationship with Tornado was no different than his relationship with Land. He no more used it personally when driving for Tornado than he did when hauling for Land.

As an independent contractor, Abdulla hauled loads for Land using his truck. When hauling, he was an agent of Land. He was also at all times an agent of Tornado. At no time was he acting solely upon his own interests – he was working for Tornado and Land. When the motor vehicle accident occurred, he was traveling to Texas for Tornado and Land – he was not on vacation and he was not working a side gig to earn himself money.

Even more importantly, there is no evidence that Abdulla ever used the truck for any purpose not directly related to the interests of either Tornado or Land. When hauling a

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[4]MCL 500.3101(3)(l)(i) defines the term "owner" as meaning "[a] person renting a motor vehicle or having the use of a motor vehicle, under a lease or otherwise, for a period that is greater than 30 days." Other subsections of MCL 500.3101(3)(l) have no bearing on this case other than the titled owner provision, i.e., MCL 500.3101(3)(l)(iii).

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load, he was working as an agent of both Tornado and Land. When bobtailing, he was working as an agent of Tornado and traveling short distances to pick up loads for Land. There was no evidence of any occasion where he used the truck solely for his own benefit.

In its supplemental briefing, Auto Club states that "Abdulla was both the agent for the LLC *and* the exclusive driver of the vehicle." But, as the only driver of the truck, he was always acting as an agent for Tornado because he used the truck for business exclusively. Effectively, Auto Club is saying merely that he alone used the truck for business purposes. But, that is true only because of the simple fact that he was also the sole agent of Tornado.

A. Tornado Trucking is a separate legal entity distinct from Abdulla.

Auto Club turns a blind eye to well-established concepts of corporate ownership in order to make its arguments on appeal in this case. Oddly, there is no discussion of the Court of Appeals' holding that corporate law and agency law supported Abdulla's position. Auto Club has tried to disregard corporate form in the past. *Ross*, supra. But, this Court previously reminded Auto Club that an agent is not the same as the company. Id. See also *Brown v Home-Owners Ins Co*, 298 Mich App 678, 688-689, 828 NW2d 400 (2012) (separate corporate existence respected in determining entitlement to work-loss benefits).

Michigan law respects the corporate form, and the courts generally recognize and enforce separate corporate entities. *Gallagher v Persha,* 315 Mich App 647, 653-654; 891 NW2d 505 (2016). See, e.g., *Wells v Firestone Tire & Rubber Co*, 421 Mich 641, 650-651; 364 NW2d 670 (1984);*Seasword v Hilti, Inc (After Remand)*, 449 Mich 542, 547-548; 537 NW2d 221 (1995) ("[i]t is a well-recognized principle that separate corporate entities will be respected"). Business entities are generally treated as legal entities that are distinct

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from their shareholders, even where just one person owns all of the corporation's stock. *Foodland Distrib v Al-Naimi*, 220 Mich App 453, 456; 559 NW2d 379 (1996). Only where fraud, sham or other improper use of the corporate form is established will the corporate entity be disregarded. *Robards v Estate of Kantzler*, 98 Mich App 414, 417; 296 NW2d 265 (1980), citing *Williams v American Title Ins Co*, 83 Mich App 686; 269 NW2d 481 (1978).

It is important to recognize that Abdulla was not simply operating his business as a d/b/a. He actually took the affirmative steps needed to form a limited liability company in Michigan. The purpose of doing so obviously was to protect his personal assets. In other words, to protect him personally from liability resulting from his business operations. A member or manager of an LLC is generally not liable for the acts, debts, or obligations of the LLC. See *Duray Dev LLC v Perrin*, 288 Mich App 143, 151; 792 NW2d 749 (2010).

While a d/b/a would be more difficult to distinguish from Abdulla personally – it is, of course, nothing more than a fictitious name used for business purposes -- that is not true when a limited liability company has been formed. Unlike a d/b/a, a limited liability company constitutes a separate, distinct legal entity under MCL 450.4210 with "all powers necessary or convenient to effect any purpose for which the company is formed, including all powers granted to corporations under the business corporation act . . . [MCL 450.1101, et seq]."

Even more importantly, as the Court of Appeals noted in its majority opinion, with a limited liability company, "a member has no interest in specific limited liability company property." MCL 450.4504(2). Abdulla as a member, and thus, manager was merely an agent. MCL 450.4406. That was true whenever he drove the truck for Tornado and Land. Auto Club seemingly has no answer to these observations that the Court of Appeals made in its majority opinion. The dissenting opinion likewise completely ignored these statutes.

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B. There is no apt comparison to ownership cases where a motor vehicle was titled to one family member but used by a different family member.

In an effort to support its position, Auto Club mistakenly relies on cases where family members operating a motor vehicle for more than 30 days (or with the right to operate a motor vehicle for more than 30 days) are deemed co-owners despite the fact that the motor vehicle was titled to a different family member. See *Kessel v Rahn*, 244 Mich App 353; 624 NW2d 220 (2001); *Chop v Zielinski*, 244 Mich App 677; 624 NW2d 539 (2001). Unlike those cases, Abdulla was at all times acting as an agent of Tornado. A family member with a possessory or proprietary right to use the motor vehicle in question is not doing so as an agent; instead, he or she is doing so only and solely for his or her own benefit. That is the fundamental distinction between those cases and Abdulla's situation – the concept of agency was not involved in any of the cases relied on by Auto Club to support its position.

C. The "or otherwise" wording under MCL 500.3101(3)(l)(i) was intended to broadly cover all possible leasing and family member scenarios but not to apply so broadly as to include agents (or employees) of a separate distinct legal entity using a motor vehicle solely for business.

In a valiant effort to broaden the meaning of MCL 500.3101(3)(l)(i), Auto Club now contends for the first time at this late stage of the appellate proceedings that the "or otherwise" language in that section was included so that this situation would be covered. But, its focus on the "or otherwise" wording simply begs the question. Here, Abdulla did not personally have use of the truck. He used it only as an agent of Tornado (and Land) Trucking. While Auto Club is correct that the use of the words "or otherwise" broaden the meaning beyond mere leasing scenarios, it does not change the fact that Abdulla himself did not engage in any personal usage of the truck. He used it only for business purposes.

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The "or otherwise" language under MCL 500.3101(3)(l)(i) merely clarifies that there may be more than one owner of the motor vehicle in question. Additional owners aside from the titled owner include not only lease holders like Land Trucking but also any other person who have use of the motor vehicle in question for a period of more than 30 days.

The meaning of the "or otherwise" wording under MCL 500.3101(3)(l)(I) is amply illustrated by the cases that Auto Club has cited ostensibly in support of its position. But, simply put, none of these cases are remotely similar to the facts in this case where the motor vehicle in question was not only titled to a business but used exclusively for business purposes. Each case cited and discussed by Auto Club involved an individual, who was not the titled owner, using a motor vehicle in a way that comports with concepts of ownership. None involved a person acting as an agent of the titled owner – here, Tornado.

A more apt comparison would be one made to an employee of a corporation who uses a corporate delivery truck as part of his or her job. If, as in this case, the employee does not use the delivery truck for personal reasons and is limited solely to using it for business purposes, he or she is merely an agent of the corporation. But, if Auto Club is correct that the "or otherwise" wording in MCL 500.3101(3)(l)(I) is as broad as it contends, the employee would be an owner of the delivery truck, and thus, responsible for seeing that it is properly insured for PIP benefits when operated in Michigan for greater than 30 days. Such a result would be absurd and it would put an unintended burden on all employees.

II. ABDULLLA IS ENTITLED TO PIP BENEFITS FROM AUTO CLUB AS A RELATIVE DOMICILED IN THE SAME HOUSEHOLD AS ITS NAMED INSURED.

The answer to this Court's second question depends on the answer to the first question. If the answer to the first question is "Yes", Abdulla will be completely precluded

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from recovering PIP benefits under MCL 500.3113(b) as the owner of a vehicle for which there was no PIP coverage at the time that the motor vehicle accident occurred. He would not be entitled to recover PIP benefits from Auto Club if he is deemed an owner of the truck despite it being titled to Tornado and the fact that he used it only as an agent of Tornado. Conversely, if the answer to the first question is "No", Abdulla will be entitled to recover PIP benefits from Auto Club as it is the PIP insurer highest in priority under MCL 500.3114.

Under MCL 500.3111, as amended in 2019, Abdulla as a Michigan resident injured outside Michigan, but within the United States or Canada, is entitled to recover PIP benefits. Before the No-Fault Act was amended in 2019, that was not the case unless there was PIP coverage on the motor vehicle that was involved in the accident outside Michigan.

Under MCL 500.3114(1), Abdulla would claim PIP benefits from Auto Club as a relative domiciled in the same household as its named insured. But, if he owned the truck that he was operating when the motor vehicle accident occurred, he would not be entitled to recover PIP benefits from Auto Club (or the MAIPF through the assigned claims plan).[5]

CONCLUSION

Auto Club falsely contends that Abdulla as the sole owner of Tornado was also the owner of the truck that he was driving for Tornado (and Land Trucking) when the motor vehicle accident occurred. But, there is no evidence in this case to support Auto Club's claim that Abdulla used Tornado as an "alter ego" to avoid paying for PIP coverage. There

[5]Unlike other cases involving a Michigan resident seeking to recover PIP benefits for injuries suffered outside Michigan, but within the U.S. or Canada, Abdulla has no claim to PIP benefits under the assigned claims plan. He is either not eligible to recover PIP benefits under MCL 500.3172a as the accident did not occur in this state or he is disqualified under MCL 500.3113(b) as he owned a truck not insured for PIP benefits.

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is no evidence that he was trying to "game the system." He did what he understood that he was supposed to do by setting up a company that bought the truck, insuring it for bob-tail coverage that included PIP benefits, leasing the truck to a larger trucking operation so he could haul loads exclusively for them and parking the truck nearby when not hauling.

Auto Club never asked its named insured if anyone else residing in the same household regularly operated a motor vehicle not otherwise identified. If it had, it would have known that Abdulla regularly drove a truck owned by his company. This Court should not fix a problem that was created by Auto Club's lax underwriting practices. Likewise, the insurance industry should use this case as an example of a problem warranting its attention, not simply through amicus briefing, but education about the risk of paying claims in similar cases, better underwriting, and if warranted, legislation to address the problem.

RELIEF REQUESTED

Plaintiff/Appellee, Mohammed Abdulla, respectfully requests that this Court affirm the Court of Appeals' majority opinion in this published PIP case as he is clearly entitled to recover PIP benefits from Defendant/Appellant, Auto Club Group Insurance Company, and he is not disqualified from recovering PIP benefits under MCL 500.3113(b) because he did not own the truck that he was driving when the motor vehicle accident occurred and there is no evidence in this case that he ever used it in a possessory or proprietary fashion.

Respectfully submitted:

Dated: October 16, 2025

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CERTIFICATE OF COMPLIANCE

I, Steven A. Hicks, certify that Plaintiff/Appellee Mohammed Abdulla's Supplemental Briefing complies with the type-volume limitation stated in MCR 7.212(B). I am relying on the word count of the word-processing software used to produce the supplemental briefing. It uses a 12 point proportional font and the word count is calculated as being 3,961 words.

Dated: October 16, 2025

/s/ Steven A. Hicks
Steven A. Hicks (P49966)