

**File Name: 12a0096n.06**

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

**Jan 26, 2012**

**ON APPEAL FROM THE  
UNITED STATES DISTRICT  
COURT FOR THE EASTERN  
DISTRICT OF MICHIGAN**

No. 10-2162

*McNaughton-McKay v. Linamar Corporation*

McNaughton under the parties' supplier contract. AAM's creditor took possession of the special purpose machines, which were subsequently sold at auction.

McNaughton sued Linamar under a theory of unjust enrichment alleging, *inter alia*, that the Michigan Court of Appeals' decision in *Morris Pumps v. Centerline Piping, Inc.*, 273 Mich. App. 187 (Mich. Ct. App. 2006) supported a general contractor's liability for materials provided by a subcontractor's unpaid supplier. The parties filed cross-motions for summary judgment. Distinguishing *Morris Pumps*, the district court denied McNaughton's motion and granted Linamar's motion for summary judgment. McNaughton appeals the district court's order.

After carefully reviewing the district court's opinion, the record, and the applicable law, we are satisfied that the issues were thoroughly and correctly resolved by the district court and that summary judgment in favor of Linamar was proper. We are similarly satisfied that the instant case is factually dissimilar from *Morris Pumps*, wherein the general contractor retained and used the materials of its subcontractor's supplier despite constructive knowledge that the supplier had not been paid. *See id.* at 195-96. Accordingly, we **AFFIRM** the judgment of the district court on the grounds stated in its well-reasoned opinion dated August 11, 2010.