STATE OF MICHIGAN

COURT OF APPEALS

GARY LONSBY,

Plaintiff-Appellant,

v

POWERSCREEN, USA, INC., d/b/a SIMPLICITY ENGINEERING, INC., POWERSCREEN INTERNATIONAL DISTRIBUTION LTD., POWERSCREEN INTERNATIONAL, PLC, LUKENS, INC. d/b/a SIMPLICITY ENGINEERING, INC., BETHLEHEM STEEL CORPORATION and S A TORELLO, INC.,

Defendants-Appellees.

UNPUBLISHED
December 10, 2002

No. 230292
St. Clair Circuit Court
LC No. 98-001809-NO

Before: Murray, P.J., and Cavanagh and Bandstra, JJ.

PER CURIAM.

In this products liability and intentional tort case, plaintiff appeals as of right an order granting summary disposition for defendants. Plaintiff claims that defendants Powerscreen USA, Powerscreen International, Powerscreen International Distribution, Bethlehem Steel Corporation and Lukens were liable for injuries he sustained when his arm was severed by the conveyor belt of a crushing and sorting machine ("machine"). Plaintiff also claimed in the lower court that because defendant Torello specifically intended his injury, his tort claim fell outside the Worker's Disability Compensation Act (WDCA), MCL 418.101 *et seq.*[1] We affirm.

This Court reviews a trial court's ruling on summary disposition de novo. *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999). Where, as here, the motion was granted under MCR 2.116(C)(10), this Court must consider the pleadings, affidavits, depositions, and other documentary evidence submitted to the trial court in a light most favorable to the nonmoving party and determine whether the moving party was entitled to judgment as a matter of law. *Michigan Educational Employees Mutual Ins Co v Turow*, 242 Mich App 112, 114; 617

[1] After oral argument, the parties stipulated to an order dismissing plaintiff's intentional tort claim, leaving only the products liability issues for our determination on appeal.

NW2d 725 (2000); *Unisys Corp v Comm'r of Ins*, 236 Mich App 686, 689; 601 NW2d 155 (1999). If the substantively admissible evidence does not create a genuine issue on any material fact, judgment must be entered for the moving party. *Maiden, supra.*

I. Defendants Lukens, Bethlehem, Powerscreen International and Powerscreen International Distribution

We initially note that plaintiff has abandoned his claim against defendant Lukens and its successor, Bethlehem, by not addressing why the trial court erred in dismissing those defendants. This Court will not search for legal authority to support a party's position, and where a party fails to cite any supporting legal authority for its position, the issue is effectively abandoned. *Schellenberg v Rochester Elks*, 228 Mich App 20, 49; 577 NW2d 163 (1998).

Additionally, plaintiff did not present evidence creating a genuine issue of material fact that Powerscreen International or Powerscreen International Distribution were involved in the production of the crushing and sorting machine. Plaintiff brought forward no evidence showing a relationship between these two Powerscreen companies and Powerscreen USA, which made a component part to the machine. Because plaintiff merely rested on the allegations contained in his pleadings, the trial court did not err in granting summary disposition in favor of these two defendants. See MCR 2.116(G)(4); *Karbel v Comerica Bank*, 247 Mich App 90, 97; 635 NW2d 69 (2001).

II. Defendant Powerscreen USA

Plaintiff also claims that Powerscreen USA[2] was involved in the "production" of the machine and is thus liable for his injuries. A products liability action is "an action based on a legal or equitable theory of liability brought for the death of a person or for injury to a person or damage to property caused by or resulting from the production of a product." MCL 600.2945(h). A "product" is defined as "any and all component parts to a product." MCL 600.2945(g). Key to resolution of this case is the statutory term "production," which is defined as "manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling." MCL 600.2945(i).

We initially recognize that plaintiff cannot prevail on the basis of Powerscreen USA's production of the powerscreen, because it is uncontested that plaintiff was injured on a conveyor belt that was part of the larger crushing and sorting machine, not on the component triple deck screen made by Powerscreen USA. Thus, there was no causal connection between the triple deck screen and plaintiff's injury, and Powerscreen USA cannot be held liable for plaintiff's injuries. *Skinner v Square D Co*, 445 Mich 153, 160; 516 NW2d 475, reh den 445 Mich 1233 (1994).

Nevertheless, in the less than two pages of his brief attributable to this argument, plaintiff asserts that even if Powerscreen USA did not produce the conveyor belt, it should still be liable

[2] For purposes of this opinion "Powerscreen USA" refers also to Simplicity Engineering, which was purchased by Powerscreen USA.

because it "left the crucial phase of manufacturing the chassis and conveyor to the haphazard conduct of the ultimate user." However, "under Michigan law, a component part manufacturer has no duty, independent of the completed product manufacturer, to analyze the design of the completed product which incorporates its non-defective component part." *Childress v Gresen Mfg Co*, 888 F2d 45, 49 (CA 6, 1989). Or, as stated in *Citizens Insurance Co v Sears Roebuck and Co*, 203 F Supp 2d 837, 847 (WD Mich 2002), quoting *Jordan v Whiting Corp*, 49 Mich App 481; 212 NW2d 324 (1973), rev'd in part on other grounds, 396 Mich 145; 240 NW2d 468 (1976):

> The obligation that generates the duty to avoid injury to another which is reasonably foreseeable does not-at least not yet-extend to the anticipation of how manufactured components not in and of themselves dangerous or defective can become potentially dangerous dependent upon the nature of their integration into a unit designed, assembled, installed, and sold by another.

Hence, there was no duty placed upon Powerscreen USA to analyze the overall machine after it sold the component powerscreen to Torello.

We also agree with the trial court that plaintiff did not create a genuine issue of material fact as to whether Powerscreen USA was otherwise involved in the "production" of the machine under MCL 600.2945(i). Viewed in the light most favorable to plaintiff, the evidence at most showed that a Powerscreen USA representative showed Torello pictures and a slideshow of plants using Powerscreen screens, and that a Powerscreen USA representative visited Torello several times during construction of the machine to ensure that the *triple deck screen* was properly leveled to within 1/8 inch of the target. However, there were no discussions between the Powerscreen USA representative and the Torellos regarding the construction or guarding of conveyors.[3] Indeed, plaintiff's brief on appeal points to no evidence in the record which would reveal that Powerscreen USA had any involvement in the "production" of the machine except to provide the component powerscreen which, as noted, did not cause plaintiff's injuries. As such, summary disposition was correct as to defendant Powerscreen USA.

Affirmed.

/s/ Christopher M. Murray
/s/ Richard A. Bandstra

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[3] The only exhibit attached to plaintiff's brief on appeal which addresses the product liability issue is a fax cover sheet from a Powerscreen USA representative which had a postscript containing a reference to conveyor manufacturers for the Torello's potential use. That document, however, does not create a genuine issue of material fact because (1) the testimony shows that the Torellos never utilized this information and (2) a casual reference such as that on the cover sheet is insufficient evidence to establish that a party was involved in the "production" of a product so as to be subject to a product liability claim.