STATE OF MICHIGAN

COURT OF APPEALS

REBECCA JANE LIPTOW, as Personal Representative of the Estate of JELINDA JOANNE BURNETTE-LIPTOW,

Plaintiff-Appellee,

and

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH,

Intervening Plaintiff-Appellee,

v

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Defendant-Appellant.

UNPUBLISHED
October 4, 2012

No. 301858
Wayne Circuit Court
LC No. 03-301611-CK

Before: DONOFRIO, P.J., and JANSEN and SHAPIRO, JJ.

MEMORANDUM.

Defendant, State Farm Mutual Automobile Insurance Company, appeals by right the trial court's opinion and order granting relief from the amended judgment and enforcing the stipulated order in favor of plaintiff, Rebecca Jane Liptow, as personal representative of the estate of Jelinda Joanne Burnette-Liptow, and intervening plaintiff, Michigan Department of Community Health, in this no-fault automobile lawsuit.

On October 25, 2004, prior to trial, the parties entered a stipulated order, which specified, inter alia, that (a) if the "ultimate appellate process determines that *Cameron v ACIA*[1] does not apply or limit Plaintiff's claims," then defendant is liable to plaintiff for $735,000 and to intervening plaintiff for $800,000; (b) if "the appellate process determines that *Cameron v ACIA* does apply and limits Plaintiff's claims to those incurred on/or after January 24, 2002," and if

[1] 476 Mich 55, 718 NW2d 784 (2005).

"the Appellate process determines that Intervening-Plaintiff," is only entitled to costs incurred at state health care facilities, defendant is liable to plaintiff for $76,000 and to intervening plaintiff for $300,000; and (c) if "the appellate process determines that *Cameron v ACIA* does apply and limits Plaintiff's claims to those incurred on/or after January 24, 2002, and further determines that the Intervening-Plaintiff . . . is not entitled to any benefits from the saving clause," then defendant is liable to plaintiff for $9,800 and is liable to intervening plaintiff for nothing.

During the course of the litigation, *Cameron* was overruled by *Regents of the University of Michigan v Titan Insurance Company*.[2] However, on May 15, 2012, while this case was pending before this Court, the Supreme Court overruled *Regents* and reinstated *Cameron* in *Joseph v ACIA*.[3] Accordingly, we determine that, when the terms of the stipulated order are read along with the Supreme Court's rationale from *Joseph*, "defendant is liable to plaintiff for $9,800 and is liable to intervening plaintiff for nothing."

Reversed for an entry of judgment consistent with this opinion.

/s/ Pat M. Donofrio
/s/ Kathleen Jansen
/s/ Douglas B. Shapiro

[2] 487 Mich 289; 791 NW2d 897 (2010).

[3] 491 Mich 200; 815 NW2d 412 (2012).