

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SECURITY NATIONAL INSURANCE
COMPANY,

Plaintiff,

Case No. 16-cv-13659
Hon. Matthew F. Leitman

v.

JASON IBRAHIM d/b/a MERIDIAN
CONSTRUCTION COMPANIES, PDP
ENTERPRISES, INC., a Michigan
Corporation, d/b/a SATURN FOOD
CENTER and FREMONT INSURANCE
COMPANY,

Defendants.

**CONSENT JUDGMENT IN FAVOR OF SECURITY NATIONAL
INSURANCE COMPANY AND AGAINST PDP
ENTERPRISES, INC. d/b/a SATURN FOOD CENTER**

WHEREAS, on or about August 4, 2016, PDP Enterprises, Inc. d/b/a Saturn Food Center (“PDP Enterprises”) filed a Second Amended Complaint against Meridian in Wayne County Circuit Court styled, *PDP Enterprises, Inc. v. Meridian Construction Companies*, Case No. 16-004128-CP (“Underlying Action”), asserting a breach of contract claim and a negligence claim against Meridian Construction Companies (“Meridian”) arising out of a contractual agreement to remove and re-pour a portion of PDP Enterprises’ concrete floor and to repair and trench a portion of its existing floor. PDP Enterprises seeks approximately \$1,979,992.36 in damages from Meridian in the Underlying Action.

WHEREAS, Meridian tendered the Underlying Action to Security National Insurance Company (“Security”) for defense and indemnity.

WHEREAS, on October 14, 2016, Security filed its “Complaint for Declaratory Relief and Rescission” (**Doc # 1** Case No. 2:16-cv-13659)(“hereinafter Complaint”) against the following interested parties: Jason Ibrahim d/b/a Meridian Construction Companies, PDP Enterprises and Fremont Insurance Company. Security’s Complaint seeks a declaration of its rights under two Commercial Lines policies issued to Jason Ibrahim d/b/a Meridian Construction Companies, Policy No. NA108189100 for the policy period May 6, 2014 to May 6, 2015 (“2014 Security Policy”) and Policy No. NA108189101 for the policy period May 6, 2015 to May 6, 2016, each of which included Commercial General Liability Coverage (“Security Policies”).

WHEREAS, Security filed the instant action requesting that this Court enter judgment in its favor and find and declare as follows:

- A. The 2014 Security Policy is rescinded and Meridian is entitled to a full reimbursement of any premium it paid in connection with said policy;
- B. The 2014 Security Policy is void *ab initio*;
- C. That Security has no duty to defend or indemnify Meridian under the Security Policies in connection with the Underlying Lawsuit as a result of: the rescission of the 2014 Security Policy or, alternatively, one or more of the bases asserted in Counts I, III, IV and/or V;
- D. That the Security Policies provide excess coverage for the Underlying Lawsuit;
- E. That Security is entitled to reimbursement of the attorneys’ fees and costs it paid in defense of Meridian from Fremont; and

F. Any other relief this Court deems proper under the evidence and circumstances.

WHEREAS, PDP Enterprises seeks to avoid the time and expense associated with defending the above-referenced action and therefore acknowledges and agrees to be bound by whatever disposition is reached in this action, including but not limited to summary judgment, a jury verdict, ruling by the Court, settlement by the parties, ruling by an appellate court and/or any other resolution of Security's claims in the Complaint.

IT IS HEREBY AGREED by the consent of both Security and PDP, both of whom have had the advice of counsel, that Consent Judgment be entered against PDP and in favor of Security in accordance with the following terms and conditions:

PDP Enterprises consents to judgment against it and agrees to be bound by whatever final determination and/or disposition is reached in the instant action, including but not limited to summary judgment, a jury verdict, ruling by the Court, settlement by the parties, ruling by an appellate court and/or any other resolution or disposition of Security's claims in this matter.

IT IS SO ORDERED AND ADJUDGED.

s/Matthew F. Leitman
MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Dated: November 10, 2016

Approved as to form and substance and may be signed by the Court immediately:

/s/ Alan G. Gregory

ALAN G. GREGORY (P28486)
GREGORY AND MEYER, P.C.
Attorneys for Plaintiff
340 E. Big Beaver Rd., Ste. 520
Troy, MI 48083
(248) 689-3920
agregory@gregorylaw.com

/s/ Frank T. Aiello w/ Consent

FRANK T. AIELLO (P41573)
SHEA AIELLO, PLLC
Attorneys for Defendant PDP
2610 American Drive, 2nd Floor
Southfield, MI 48034
(248) 354-0224
frank.aiello@sadplaw.com