STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE 29TH JUDICIAL DISTRICT

RANDALL RAUPP

Plaintiff,

-vs-

Case No. 88-597-GC
Hon. Carolyn A. Archbold

AUTO CLUB INSURANCE ASSOCIATION,
an Insurance Corporation

Defendant.

_____/

Gary M. Bloom P-10899
Attorney For Plaintiff
39040 W. Seven Mile Rd.
Livonia, Michigan 48152
(313) 464-1700

Clair W. Hoehn P-28271
2000 First Federal Building
Detroit, Michigan 48226
(313) 237-5638

_____/

ORDER RE: DEFENDANT'S MOTION FOR SUMMARY DISPOSITION

AND

JUDGMENT ON STIPULATED FACTS

This matter having been scheduled for trial; the parties having agreed to waive trial and oral argument and to submit the issue to the court through a stipulation of facts; the court having received and considered the stipulation of facts and briefs filed by both parties;

The court finds that M.C.L.A. 500.3017a states that work loss for an injured person who was temporarily unemployed on the date of the accident or during the period of disability shall be based on earned income for the last

month employed full time preceding the accident.

Relying on MacDonald v State Farm, 419 Mich 146, 1984 it is the opinion of the court that this statute applies to Plaintiff who at the time of the accident was temporarily unemployed due to the strike, therefore is entitled to benefits based on earned income for the last month employed full time preceding the accident. Counsel for both parties have agreed that this amount is $3,000.00.

IT IS HEREBY ORDERED that Defendant's motion for Summary Disposition is denied.

Judgment for Plaintiff in the amount of $3,000.00.

CAROLYN A. ARCHBOLD
District Judge

Dated: November 2, 1988

STATE OF MICHIGAN

IN THE DISTRICT COURT FOR THE 29TH JUDICIAL DISTRICT

RANDALL RAUPP,

Plaintiff,

Case No. 88 597 GC

v

Hon. Carolyn Archbold

AUTO CLUB INSURANCE ASSOCIATION,

Defendant.

_____/

GARY M. BLOOM (P 10899)
Attorney for Plaintiff

BRANDT, HANLON, BECKER, LANCTOT, McCUTCHEON, SCHOOLMASTER & TAYLOR
BY: CLAIR W. HOEHN (P 28271)
Attorney for Defendant
2000 First Federal Building
Detroit, Michigan 48226
(313)/237-5655

_____/

STIPULATED FACTS

This dispute concerns no fault wage loss benefits only. Medical benefits have not been discontinued by the defendant.

Randall Raupp had been employed by Pierson-Davidson Lumber Company since January, 1984. On September 21, 1985, the employees (including plaintiff) went on strike. Plaintiff was involved in the automobile accident on October 17, 1985. On November 4, 1985, the strike ended and on that same date, the plaintiff was laid off from his employment at Pierson-Davidson. Plaintiff's lay off was not related to his injuries nor to the automobile accident.

Plaintiff alleged that he was disabled from the date of the accident, October 17, 1985 for approximately two months. Even though he was no longer disabled, he was unable to return to work due to the fact he was all ready laid off as noted above.

Plaintiff collected full unemployment benefits with his initial check having been received on November 18, 1985.

Plaintiff testified he would not have worked during a sanctioned strike from his union, which this was.

Plaintiff attempts to avail himself of the temporary unemployment provisions of MCLA 500.3107 (a). Defendant claims that since the temporary unemployment provisions are subject to the provisions of MCLA 500.3107 (b), that no benefits are due.

In the event that the Court determines that benefits are due to plaintiff from the defendant, then it is agreed that the amount shall be amount of the mediation award, to wit: $3,000.00. If no benefits are due, then the Court shall enter an Judgment for no cause for action. In either event, no costs, interest, attorney fees, or mediation sanctions shall be awarded to either party.

GARY M. BLOOM (P 10899)
Attorney for Plaintiff
39040 W. Seven Mile Road
Livonia, Michigan 48152
(313)/464-1700

CLAIR W. HOEHN (P 28271)
Attorney for Defendant
2000 First Federal Building
Detroit, Michigan 48226
(313)/237-5655