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UNPUBLISHED OPINION. CHECK COURT RULES BEFORE CITING.

Michigan Circuit Court.  
 Matthew VAN EMAN, Plaintiff,

v.

C.A.R.S. PROTECTION PLUS, INC., Defendant.

**No. 04-407867-CP.**

Dec. 9, 2005.

[Gerard V. Mantese](#) (P34424), Mantese and Associates, P.C., Troy, MI, for Plaintiff.

[Michael D. Weaver](#) (P43985), David C. Nelson (P55645), Plunkett & Cooney, P.C., Bloomfield Hills, MI, for Defendant.

*FINAL JUDGMENT IN FAVOR OF PLAINTIFF  
 MATTHEW VAN EMAN AND PERMANENT INJUNCTION  
 AGAINST CARS*

GIOVAN, J.

\*1 After trial in this matter was held on July 18 and July 19, 2005; and a hearing was held on this matter on November 18, 2005; and the Jury having returned a verdict in favor of the Plaintiff as follows:

- (1) A finding that Defendant, C.A.R.S. Protection Plus, Inc. violated the Michigan Consumer Protection Act;
- (2) A finding that Defendant, C.A.R.S. Protection Plus, Inc. caused damages to Plaintiff, Matthew Van Eman;
- (3) A finding that the amount of economic damages to Plaintiff, Matthew Van Eman was \$4,047; and
- (4) The jury having entered the words, "attorney fees" in the jury verdict form section for mental distress damages, and the Court having ruled that the jury's intention by this was not to award damages for mental distress.

And the Court having made the following findings with respect to Plaintiff's request for attorney fees:

- (1) A finding that attorney fees should be awarded to

Plaintiff pursuant to the Michigan Consumer Protection Act; and

(2) A finding that a reasonable attorney fee of \$225 per hour is awarded for all of Plaintiff's counsels' time, set forth on Hearing Exhibit 3, less 25.75 hours. The total compensable hours are therefore 184 x \$225 = \$41,400.00, through November 17, 2005.

(3) Further, the Plaintiff shall be awarded half of the following hours:

8 hours of time for Gerard Mantese for 11-18-05

5 hours of time for Robert Kaatz for 11-18-05

1 hour of time for Gerard Mantese for 11-20-05 for preparation for hearing

3 hours of time for Gerard Mantese for 11-21-05

2 hours of time for Gerard Mantese for preparation and entry of Judgment

1/2 of Judge Stacey's fees for 11-21-05 ( 1/2 of \$2,500.00 = \$1,250.00)

For a total of 9.5 additional hours plus \$1,250.00. 9.5 hours x 225 = \$2,137.50 plus \$1,250 = \$3,387.50. Therefore, the total fees and expert costs awarded are \$41,400.00 + \$3,387.50 = \$44,787.50.

And the Court having made the following findings with respect to Plaintiff's request for injunctive relief:

- 1) A finding that justice requires injunctive relief; and
- 2) A finding that there exists a real and imminent danger of irreparable injury and that C.A.R.S. Protection Plus, Inc. is engaged in a pattern of violating the Michigan Consumer Protection Act.

And the Court having been fully advised in the premises:

IT IS ORDERED that Judgment be and hereby is entered in favor of Plaintiff, Matthew Van Eman and against C.A.R.S. Protection Plus, Inc. for:

Economic Damages:

\$ 4,047.00;

Attorney Fees + 1/2 expert fees:

Not Reported in N.W.2d  
Not Reported in N.W.2d, 2005 WL 3358685 (Mich.Cir.Ct.)  
(Cite as: **2005 WL 3358685 (Mich.Cir.Ct.)**)

\$ 44,787.50;

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Interest pursuant to MCL 600.6013:  
\$ 316.78;

Deposition Transcript of Corporate Rep  
\$ 309.50;

Total  
\$ 49,460.78

Additional attorneys' fees for current  
Motion for Entry of Judgment  
\$ 900.00

Total  
\$ 50,360.78

Accordingly, it is hereby ordered that JUDGMENT BE AND HEREBY IS ENTERED in favor of Plaintiff Matthew Van Eman and against Defendant C.A.R.S. Protection Plus, Inc. in the total amount of \$50,360.78, plus statutory interest from the date of this Judgment forward.

\*2 With regard to the power train value limited warranty at issue in this action,

IT IS FURTHER ORDERED that the Court orders the following permanent injunction against C.A.R.S. Protection Plus, Inc.:

C.A.R.S. Protection Plus, Inc. is prohibited from imposing tear down and diagnostic testing costs on its warranty holders for the mere purpose of determining the precise reason why the covered part was damaged or failed where it is evident that a covered part has been damaged or failed and there is no legitimate reason to suspect that the failure of the covered part was caused by negligent maintenance by the warranty holder.

This is a final judgment that resolves the last pending claim and closes the case.

Not Reported in N.W.2d, 2005 WL 3358685 (Mich.Cir.Ct.)