STATE OF MICHIGAN

COURT OF APPEALS

PATRICK PAPALAS,

Plaintiff-Appelant,

v

FORD MOTOR COMPANY,

Defendant/Crossplaintiff/Third-Party Plaintiff,

and

METRO INDUSTRIAL PIPING, INC.,

Defendant/Crossdefendant-Appellee,

and

WALBRIDGE ALDINGER COMPANY,
Defendant-Crossdefendant,

and

ROUGE STEEL COMPANY, DETROIT EDISON COMPANY and COMMERCIAL CONTRACTING COMPANY,

Defendants,

and

METRO INDUSTRIAL PAINTING, INC.,

Third-Party Defendant.

UNPUBLISHED
November 8, 2005

No. 252470
Wayne Circuit Court
LC No. 00-034152-NO

PATRICK PAPALAS,

Plaintiff,

v

No. 252527
Wayne Circuit Court
LC No. 00-034152-NO

FORD MOTOR COMPANY,

Defendant/Crossplaintiff/Third-Party Plaintiff-Appellant,

and

METRO INDUSTRIAL PIPING, INC.,

Defendant/Crossdefendant-Appellee,

and

4, WALBRIDGE ALDINGER COMPANY,
Defendant/Crossdefendant,

and

ROUGE STEEL COMPANY, DETROIT EDISON COMPANY and COMMERCIAL CONTRACTING COMPANY,

Defendants,

and

METRO INDUSTRIAL PAINTING, INC.,

Third-Party Defendant-Appellee.

Before: Donofrio, P.J., and Murphy and Borrello, JJ.

PER CURIAM.

In Docket No. 252470, plaintiff appeals as of right from an order dismissing all claims by, between and among plaintiff, defendant/crossplaintiff/third-party plaintiff Ford Motor

Company ("Ford") and defendant/crossdefendant Walbridge Aldinger Company ("Walbridge"). However, the issue on appeal is related to an earlier order granting summary disposition in favor of defendant/crossdefendant Metro Industrial Piping, Inc. ("Piping") and against plaintiff. We reverse and remand in accordance with this opinion. In Docket No. 252527, Ford appeals as of right from an order dismissing all claims by, between and among plaintiff, Ford and Walbridge. However, the issues on appeal are related to an earlier order granting summary disposition in favor of third-party defendant Metro Industrial Painting, Inc. ("Painting") and against Ford, and another order granting summary disposition in favor of Piping and against Ford. We reverse and remand to the trial court Docket No. 252527.

FACTS

This is a personal injury action where plaintiff alleges that he sustained injuries on November 24, 1999, when he fell into a pipe access channel through a hole in the floor of the Swarf Building ("accident hole"). The "accident hole" had been covered by a thin sheet of plywood. At the time of plaintiff's injury, Ford was in the process of renovating its Dearborn Engine and Fuel Tank Plant (DEFTP) at the Rouge complex, owned by Rouge Steel Company. Walbridge and CCC were Ford's general contractors performing work on the construction project at DEFTP. Painting was a subcontractor of Commercial Contracting Company (CCC) and plaintiff was an employee of Painting. Detroit Edison Company ("Edison") supplied the Ford substation with electricity. Ford operated and maintained the electrical distribution system for the Ford facilities at the Rouge Steel Complex.

On November 24, 1999, plaintiff and three coworkers were working in the "G" Building of the Ford DEFTP. They were using man lifts to paint various pipes along column line "W" at the ceiling level. At approximately 8:20 p.m., the Ford DEFTP sustained a total power outage due to an equipment failure inside Ford's "Substation 41." As a consequence, all permanent lighting was extinguished in the G Building and the Swarf building. Emergency lights and battery powered machine HMI screens provided some lighting in the G Building. Plaintiff and his co-workers ceased painting and waited for approximately thirty minutes to see if the power would be restored. At approximately 9:00 p.m., they decided to leave the worksite. Plaintiff and his coworkers proceeded to walk through the adjacent Swarf Building. Since no battery-operated emergency lights and exit lamps had been installed in the Swarf Building, plaintiff and his coworkers testified in their depositions that the Swarf Building was "pitch black," and that they had to feel their way through the darkness. Before exiting the Swarf Building, Walin and Metzke, who were walking along with plaintiff, heard a noise, which was later discovered to have been plaintiff falling approximately 28' 3'' through the two by five foot floor opening to the concrete basement floor. Apparently plaintiff stepped on a piece of plywood covering one of eight floor openings in the Swarf Building, and the plywood gave way. Plaintiff sustained two broken vertebras, a fractured ankle, a fractured heel, a broken foot and a concussion.

Review of the record indicates that on September 9, 1999, Walbridge had installed a two by nine foot cover, made of multiple pieces of three-quarter inch plywood, over all of the eight floor openings on the Swarf Building's ground level to comply with MIOSHA regulations. The plywood covers had two by four inch cleats. The covers were also marked with fluorescent orange paint, "Danger Hole." Sometime between September 9, 1999, and the day of the

accident, the plywood cover was removed, modified, and not replaced properly after its initial installation.

Piping contracted with Ford to install coolant piping and city water piping in the Swarf Building. According to the affidavit of Oscar Munoz, a Piping employee, Piping installed three pipes through the "accident hole," through which plaintiff fell. Piping's standard procedure when it was required to put a pipe through the floor opening was to remove the cover that had been put down over the hole, do its work, and then reinstall the floor covering as best it could on a temporary basis. Piping admits that it does not employ any carpenters or similarly skilled employees to reinstall flooring that is removed. After the pipes were installed, tested, and painted, Piping notified Walbridge's project safety coordinator Christopher L. Merrifield to reinstall the covers over the hole. Munoz testified that one and a half weeks prior to plaintiff's accident, Munoz noticed that the plywood cover over the accident hole was loose and hanging, and notified Merrifield to recover it. According to Munoz, nothing was done about the temporary covers until after plaintiff was injured.

PROCEDURAL HISTORY

On October 17, 2000, plaintiff filed a complaint in circuit court against defendants Ford, Rouge Steel, Walbridge, and CCC alleging their negligence. Each original defendant, Ford, Rouge Steel, Walbridge, and CCC, filed notices of non-party fault naming Edison, Piping, and Painting. On June 25, 2001, the trial court allowed plaintiff to amend his complaint to add Edison and Piping as defendants. In plaintiff's amended complaint, he asserted a claim of negligence against all defendants. Plaintiff alleged that Piping was negligent as a subcontractor on the project by "compromising" certain safety devices that had been installed to cover the plywood hole. Plaintiff alleged that Piping's breach of its duty to reinstall these safety devices caused plaintiff to fall into the hole. Rouge Steel, CCC, and Edison were all stipulated out of the case by plaintiff.

On July 26, 2002, Ford filed a motion for leave to file a cross-claim for contractual indemnity against Walbridge which was granted. On December 23, 2002, Walbridge filed a motion to strike Ford's cross-claim against Walbridge, or, in the alternative, for summary disposition. Walbridge filed a motion for summary disposition against plaintiff on January 24, 2003. The trial court denied Walbridge's motion for summary disposition against plaintiff.

On January 24, 2003, plaintiff moved for summary disposition, alleging that neither Painting nor Piping's employee, were negligent as a matter of fact, which was granted.

Ford's Third-Party Claims against Painting:

Ford filed a third-party complaint against Painting seeking, among other things, express contractual indemnity based upon the indemnity provision in the Painting/CCC Contract. On January 3, 2003, Painting filed a motion for summary disposition, pursuant to MCR 2.116(C)(8) and (C)(10), on all of Ford's third-party claims against it. Painting asserted in its brief supporting the motion that Ford failed to identify the contract on which it was relying for its express indemnity claim against Painting. Also, Painting asserted that Ford's claim for implied contractual indemnity and common law indemnity must fail because plaintiff's complaint against Ford alleges active fault on the part of Ford. Ford also moved for summary disposition in its favor on its express contractual indemnity claim against Painting.

The trial court granted Painting's motion for summary disposition, holding that plaintiff's injury did not arise out of the performance of work under the contract. The trial court denied Ford's motion for summary disposition. On July 3, 2003, the trial court entered an order granting Painting's motion for summary disposition and dismissing Ford's motion for summary disposition.

Piping's Motion for Summary Disposition against Plaintiff:

In his amended complaint, plaintiff alleged that Piping was negligent as a subcontractor on the project by "compromising" certain safety devices that had been installed to cover the plywood hole. Plaintiff alleged that Piping's breach of its duty to reinstall these safety devices caused plaintiff to fall into the hole. Piping filed its motion for summary disposition, pursuant to MCR 2.116(C)(8) and/or MCR 2.116(C)(10), on plaintiff's negligence claim, arguing that the claim was deficient as a matter of law. Piping argued, among other things, that Piping, as a subcontractor, did not owe any duty to keep the premises safe for another subcontractor's employee, citing *Hughes v PMG Building*, 227 Mich App 1, 12; 574 NW2d 691 (1997), and also that Piping did not breach any duty to plaintiff. The trial court granted Piping's motion for summary disposition on the basis that Piping owed no duty to plaintiff and there was no factual nexus between the work performed by Piping and plaintiff's accident.

On November 12, 2003, after a settlement between plaintiff, Ford and Walbridge, the trial court issued a final order of dismissal of all claims by, between, and among plaintiff, Ford and Walbridge with prejudice and without costs.

Docket No. 252470

Plaintiff argues that the trial court erred in granting Piping's motion for summary disposition based on the premise that a subcontractor cannot be held liable to an employee of another subcontractor as a matter of law. Specifically, plaintiff argues that he alleged, in his complaint, Piping's active negligence in recovering the accident hole, and in active negligence cases, a subcontractor can be liable for resulting injuries to an employee of another subcontractor. We agree.

A trial court's decision on a motion for summary disposition is reviewed de novo. *Dressel v Ameribank*, 468 Mich 557, 561; 664 NW2d 151 (2003). A motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004). When deciding a motion for summary disposition, a court must consider the pleadings, affidavits, depositions, admissions and other documentary evidence submitted in the light most favorable to the nonmoving party. *Id.* A motion for summary disposition pursuant to MCR 2.116(C)(10) may be granted when the moving party is entitled to judgment as a matter of law, or the affidavits or other proofs show that there is no genuine issue of material fact. *Morales v Auto Owners Ins Co*, 458 Mich 288, 294; 582 NW2d 776 (1998). Review is limited solely to the evidence that had been presented to the trial at the time the motion was decided. *Pena v Ingham County Road Comm*, 255 Mich App 299, 313 n 4; 660 NW2d 351 (2003).

A plaintiff in a negligence case must establish four elements: 1) that the defendant owed the plaintiff a duty, 2) a breach of that duty, 3) an injury proximately resulting from the breach and 4) damages. *Hughes v PMG Building*, 227 Mich App 1, 5; 574 NW2d 691 (1997). The

general rule at common law was that a property owner is not liable for the negligence of an independent contractor, *DeShambo v Anderson*, 471 Mich 27, 31; 684 NW2d 332 (2004), nor is a general contractor liable for the negligence of a subcontractor, *Ormsby v Capital Welding, Inc*, 471 Mich 45, 48; 684 NW2d 320 (2004). Exceptions include a violation of safety regulations, *Riddle v McLouth Steel Products*, 440 Mich 85, 103; 485 NW2d 676 (1992), common work areas, *Ormsby*, *supra* at 54, and the involvement of inherently dangerous work, *DeShambo*, *supra* at 31. A subcontractor has the general common law duty to exercise ordinary care to another subcontractor. *Johnson v A&M Custom Built Homes of West Bloomfield, LPC*, 261 Mich App 719, 722-723; 683 NW2d 229 (2004).

The trial court ruled that Piping owed no general common law duty to plaintiff and that there was no factual nexus between the work performed by Piping and plaintiff's accident. We disagree. The question of duty has been explained by our Supreme Court as follows: "The question whether a duty exists depends in part on foreseeability: whether it was foreseeable that a defendant's conduct may create a risk of harm to another person and whether the result of that conduct and intervening causes was foreseeable." *Schultz v Consumers Power Co*, 443 Mich 445, 464; 506 NW2d 175 (1993), citing *Buczkowski v McKay*, 441 Mich 96, 101; 490 NW2d 330 (1992), and *McMillan v State Hwy Comm'n*, 426 Mich 46, 61-62; 393 NW2d 332 (1986). Here, it is foreseeable that the existence of plywood which was not replaced properly and covering a very deep hole could cause an injury. We disagree with the trial court's finding that the mere passage of time and the suggestion in the record that others may have, or should have, noticed that the plywood had been improperly re-installed can release Piping from its common law duty to plaintiff.

Nor do we find persuasive Piping's argument that the general contractor solely assumed all risks associated with the re-installation of the plywood when Piping notified the general contractor that the plywood was loose. Our Supreme Court recently restated in *Ghaffari v Turner Construction Co*, 473 Mich 16, 20; 699 NW2d 687 (2005) that:

> We regard it to be part of the business of a general contractor to assure that reasonable steps within its supervisory and coordinating authority are taken to guard against *readily observable, avoidable dangers* in common work areas which create a high degree of risk to a significant number of workmen. [*Funk v Gen Motors Corp*, 392 Mich 91, 104; 220 NW2d 641 (1974) (emphasis added).][1]

While we find that the potential exists for the general contractor to also be liable to plaintiff for its failure to guard against "readily observable, avoidable dangers in common work areas," *Funk*, *supra*, the potential liability of the general contractor does not release Piping from its common law liability. As this Court held in *Johnson*, *supra*, a subcontractor still maintains a common law duty to exercise ordinary care. "When a person voluntarily assumes a duty not otherwise imposed by law, 'that person is required to perform it carefully, not omitting to do what an ordinarily prudent person would do in accomplishing the task.'" *Zine v Chrysler Corp*,

[1] We also note that *Ghaffari*, *supra*, stands for the proposition that the open and obvious doctrine is not a defense in common work area cases. *Id.* at 17.

236 Mich App 261, 277; 600 NW2d 384 (1999) (citations omitted). In this case, the question of whether Piping improperly recovered the "accident hole" is left open. According to Piping's standard procedure, when it was required to put a pipe through a floor opening, Piping removed the cover that had been put down over the hole, completed its work, and then reinstalled the floor covering, but only on "temporary" basis. Piping argues that because others walked by the hole and did not take any action to alleviate any improper installation of the flooring, they could not have been negligent. However, Piping also admits that its agent, just days before the accident, was complaining to the safety inspector that the plywood was loose and created a hazard. Additionally, plaintiff has averred, and the evidence remains undisputed, that Piping employees were the only persons to remove the flooring.

For the reasons set forth herein, we reverse and remand the matter to the trial court.

Docket No. 252527

Ford argues that the trial court erred in granting summary disposition in favor of Painting on the issue of express contractual indemnity. Specifically, Ford argues that it was entitled to indemnification from Painting on the basis of the indemnity provision in the Painting/CCC Contract because the evidence established that plaintiff's claim for bodily injury arose out of Painting's performance of its contract. We agree. A trial court's decision on a motion for summary disposition is reviewed de novo. *Dressel*, *supra* at 561. The proper interpretation of a contract, which is a question of law, is also reviewed de novo. *Schmalfeldt v North Pointe Ins Co*, 469 Mich 422, 426; 670 NW2d 651 (2003).

"An indemnity contract is construed in the same manner as other contracts." *DaimlerChrysler Corp v G-Tech Professional Staffing, Inc*, 260 Mich App 183, 185; 678 NW2d 647 (2003). An indemnity contract will be construed strictly against the drafting party and the indemnitee. *Triple E Produce Corp v Mastronardi Produce, Ltd*, 209 Mich App 165, 172; 530 NW2d 772 (1995); *Sherman v DeMaria Bldg Co*, 203 Mich App 593, 596; 513 NW2d 187 (1994). However, the principle of construing an indemnity contract against the drafter, like any other contract, only applies where (1) an ambiguity exists and (2) all other means of construing the ambiguity have been exhausted. See *Klapp v United Insurance*, 468 Mich 459, 470-474; 663 NW2d 447 (2003). "An unambiguous written indemnity contract must be enforced according to the plain and ordinary meaning of the words used in the instrument." *DaimlerChrysler*, *supra* at 185. This Court should interpret the indemnity provision to provide a reasonable meaning to all of its terms. *MSI Construction Managers, Inc v Corvo Iron Works, Inc*, 208 Mich App 340, 343; 527 NW2d 79 (1995). The indemnity provision should be construed to effectuate the intentions of the parties. This may be determined by the language of the provision, the situation of the parties, and the circumstances surrounding the making of the contract. *Triple E Produce Corp*, *supra* at 172, *Sherman*, *supra* at 596. A broad indemnification provision may be interpreted to protect an indemnitee against its own negligence if that intent can be found in other language of the contract, the circumstances surrounding the contract, or from the purposes sought to be accomplished by the parties. *Sherman*, *supra* at 597.

The pertinent language of the indemnity provision in the Painting/CCC Contract provides:

> Subcontractor Indemnification: The SUBCONTRACTOR [Painting] shall secure, protect, defend, hold harmless, and indemnify COMMERCIAL and its agents, servants and employees as well as the OWNER [Ford] and its agents, servants and employees against any and all loss, cost, claim, suit, demand or expense attributable to personal injury, bodily injury, . . . and any other liability whatsoever arising out of the performance of all work in connection with the Contract . . . based upon any act or omission, negligent or otherwise, of the SUBCONRACTOR[Painting], its SUBCONTRACTORS or materialmen, any of the respective employees, agents or servants and representatives, any other person or persons directly or indirectly employed by them or anyone for whose acts they may be liable, COMMERCIAL, its respective employees, agents, servants and representatives, or the Owner and its employees, agents, servants and representatives. It is specifically provided that SUBCONTRACTOR[Painting] shall not be required to indemnify for claims caused by the sole negligence of COMMERCIAL or the OWNER [Ford].

The indemnification provision states that Painting is obligated to indemnify Ford against any claim "arising out of the performance of all work in connection with" the Painting/CCC Contract provided such a claim is "based upon any act or omission, negligent or otherwise, of" Painting, Painting's employee, CCC, or Ford. The indemnity provision expressly provides that Painting is not required to indemnify "for claims caused by the sole negligence of" Ford. This limitation indicates an intent to provide indemnity in all situations involving Ford's negligence except when Ford's negligence was the sole cause of the injury. See *Paquin v Harnischfeger Corp*, 113 Mich App 43, 52-53; 317 NW2d 279 (1982). An indemnitee that is found to be comparatively negligent with others for the injury may enforce an indemnity provision, since, if comparatively negligent with others, the indemnitee is not solely negligent. *Fischbach-Natkin Co v Power Process Piping, Inc*, 157 Mich App 448, 452; 403 NW2d 569 (1987); see also *Sherman*, *supra* at 596-601. An indemnification provision that provides the indemnitee with protection from its own negligence, in the situation where the injury is not the result of the sole negligence of the indemnitee, does not violate MCL 691.991. *Sherman*, *supra* at 601; *Fischbach*, *supra* at 461.

Here, plaintiff's complaint alleged that Ford, Walbridge, CCC, Rouge Steel, Edison, and Piping were negligent. All claims by, between and among plaintiff, Ford and Walbridge were dismissed after a settlement, and it was possible that parties other than Ford were comparatively negligent. Thus, Ford was not seeking indemnification for its sole negligence, and indemnification was contractually required. *Sherman*, *supra* at 596-601; *Fischbach*, *supra*, 157 Mich App 452. As such, we hold that the trial court erroneously accepted Painting's argument that, pursuant to *Ormsby*, *supra* at 165, and *MSI Construction*, *supra* at 340, Ford was not entitled to indemnity because claims arose out of Ford's own negligence.

Moreover, we hold that the trial court erroneously accepted Painting's argument that, pursuant to *Ormsby* and *MSI Construction*, Painting's negligence was relevant. The language of the indemnification provision in *MSI Construction*, *supra* at 343, required the subcontractor to indemnify the contractor for the contractor's liability "to the extent caused in whole or in part by any negligent act or omission of the subcontractor." Thus, the subcontractor's liability was limited to its own acts of negligence. The language in *MSI Construction* differs significantly

from this case. Here, the indemnification provision does not limit Ford's right to indemnification to the extent that plaintiff's incident was caused by Painting. Instead, it requires plaintiff's claims to be "based upon any act or omission, negligent or otherwise, of" Painting, Painting's employee, CCC or Ford. Because the provision includes Ford as a potential indemnitee and does not necessarily require negligence of Painting, the trial court erred in granting the summary disposition in favor of Painting and against Ford.

Further, we hold that the trial court's determination that the injury did not arise out of the performance of the work under the Painting/CCC Contract is erroneous. Ford properly cited cases to support its conclusion that the injured worker's employer was required to indemnify an owner or general contractor when the injury arises out of, or in connection with, the contracted work. See *Walbridge Aldinger*, *supra* at 566 ("arising out of, resulting from or occurring in connection with the performance of the work"); *Sherman*, *supra* at 593 ("arising out of or in connection with the performance of any work"); *Fischbach*, *supra* at 448 (the provision contained the language "arising out of or resulting from or in any way connected with the work"). Contrary to Painting's argument, the cases Ford relies on do not deal with a much broader indemnity provision than the language of "arising out of the performance of all work in connection with" in this case.

We find that this case is not distinguishable from *DaimlerChrysler*, *supra* at 183. In *DaimlerChrysler*, *supra*, the contract between DaimlerChrysler and G-Tech required G-Tech to indemnify DaimlerChrysler "from and against any and all . . . claims, or legal actions . . . arising out of the bodily injury . . . arising out of or related to the performance of any work in connection with this contract." G-Tech, in essence, argued that it must indemnify DaimlerChrysler only for personal injuries that occur when the workers it supplied to DCC are actually performing tasks for DCC. This Court disagreed with G-Tech and ruled:

> The plain language of the indemnity clause does not require that personal injury occur while work is being performed. It only requires that the personal injury arise out of, or be related to, the performance of any work in connection with the contract. The trial court correctly concluded that the contract language is expansive. The word "related" ordinarily means being "associated" or "connected." See *Random House Webster's College Dictionary* (2d ed, 1997). Likewise, "connection," in the context clearly employed here, plainly means "logical association or development . . . to make a connection between two events." *Id.* The undisputed facts of this case show a logical association connecting the contract, and Smith's work under the contract, to the accident. [*DaimlerChrysler*, *supra* at 186-187.]

Similar to G-Tech in *DaimlerChrysler*, *supra*, Painting essentially argues that it must indemnify Ford only for injuries that occurred while work is actually performed. Painting pointed out that the work covered by the indemnification Contract is the G Building, not the Swarf Building, and thus, the Contract did not apply to plaintiff's injury that occurred in the Swarf Building while he was leaving the workplace. Contrary to Painting's contention, nothing in the Contract shows that the scope of Painting's work was limited to the G Building. The Contract states that Painting was hired by CCC to provide all labor, material and equipment necessary to paint "the F/I compressed air lines installed by Ford – Dearborn Engine Plant." The

indemnity provision in the Contract thus intends to cover an injury which occurred in DEFTP, including the Swarf Building. Also, the Painting/CCC Contract's term "arising out of the performance of all work in connection with the Contract" is not narrower than the term "arising out of or related to the performance of any work in connection with this contract" in *DaimlerChrysler*, *supra* at 183. The *DaimlerChrysler* Court does not indicate its decision was based on the "related to" language and not the "arising out of" language. Also, the word "arise" means "to originate," "to stem (from)," or "to result (from)." See Black's Law Dictionary (2nd ed, 2001). Thus, the plain language of "arising out of" is broad enough to encompass any injury originating or resulting from the work Painting was hired to perform. Here, it is undisputed that plaintiff was Painting's employee and that plaintiff would not have walked through the Swarf Building, fallen through the "accident hole" and sustained injuries but for working for Painting at DEFTP on the day of incident. Because the facts of this case show the causal link between plaintiff's injury and plaintiff's work for Painting at DEFTP under the Painting/CCC Contract, his injury must be deemed as a matter of law to have arisen out of the performance of all work in connection with Painting/CCC Contract.

In addition, we hold that the existence of multiple indemnitors does not extinguish Painting's indemnification obligations. Recently, this Court, in *Eller v Metro Industrial Contracting, Inc*, 261 Mich App 569, 572-573; 683 NW2d 242 (2004), held that an indemnitor's indemnification of an indemnitee in full did not necessarily extinguish another indemnitor's "otherwise proven obligation of indemnity." Also, the fact that Ford is insured for plaintiff's claim is irrelevant because an insurer which pays defense costs and indemnification is entitled to invoke the doctrine of equitable subrogation. *Id.* at 573.

For the above reasons, we hold that the trial court erred when it granted Painting's motion for summary disposition.

Next, Ford argues that the trial court erred in granting summary disposition in favor of Piping and determining that plaintiff's injury and claim were not related to Piping's performance under the purchase order between Ford and Piping ("Ford/Piping Contract"). Specifically, Ford argues that a causal link between Piping's performance and plaintiff's claim existed to enforce Piping's indemnification obligation. The same rationale that allows Ford to prevail against Painting on its indemnification claim also holds true against Piping. The trial court had found that since there was no nexus between Piping's work and plaintiff's injury the indemnification agreement was not operable. However, because we have opined that there was a significant nexus between the work undertaken by Piping and plaintiff's injury, the indemnification agreement clearly requires Piping to indemnify Ford.

The indemnification provision expressly states that Piping is obligated to indemnify "all claims . . . that are related in any way to" Piping's performance or obligation under the Ford/ Piping Contract. As this Court in *DaimlerChrysler*, *supra* at 186-187, recognized, the term "related" is expansive, and thus, the provision only requires a logical association connecting the contract and the performance of the contracted work to the injury. Because the possibility of liability against Piping exists, the trial court erred when it granted Piping's motion for summary disposition. For the same reasons set forth in our opinion as to the trial court's action in granting summary disposition for Painting, we reverse and remand the matter to the trial court.

Reversed and remanded. We do not retain jurisdiction.

/s/ Pat M. Donofrio
/s/ William B. Murphy
/s/ Stephen L. Borrello