

STATE OF MICHIGAN
COURT OF APPEALS

DR. JOHN R. COTNER and BARBARA
KRASNY, as Co-Conservators of MICHAEL
GILLESPIE, a Legally Incapacitated Person,

Plaintiffs-Appellees,

v

FARMERS INSURANCE EXCHANGE,

Defendant-Appellant,

and

AMERISURE INSURANCE COMPANY and
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendants.

ROSEMARY L. SHARP and ROBERT J.
SHARP, as Co-Conservators of ROBERT JOHN
SHARP, JR., a Legally Incapacitated Person,

Plaintiffs-Appellees,

v

ALLSTATE INSURANCE COMPANY,

Defendant-Appellant.

BARBARA A. KRASNY, as Guardian of the
Estate of TERRY W. BUCKLER,

Plaintiff-Appellee,

v

UNPUBLISHED
May 23, 2006

No. 259060
Washtenaw Circuit Court
LC No. 01-000836-NF

No. 259338
Washtenaw Circuit Court
LC No. 04-000705-NF

No. 259848

SECURA INSURANCE,

Washtenaw Circuit Court
LC No. 02-001086-NF

Defendant-Appellant.

Before: Murphy, P.J., and O'Connell and Murray, JJ.
MURRAY, J. (*concurring in part, dissenting in part*).

The majority concludes that *Cameron v ACIA*, 263 Mich App 95; 687 NW2d 354 (2004), lv gtd 472 Mich 889 (2005), was wrongly decided. I disagree with that assertion, as the *Cameron* Court correctly applied the plain language of the 1993 amendment, while recognizing the statutory change that was effectuated by the 1993 legislation. *Cameron, supra* at 98-103. See, also, *Hatcher v State Farm Mut Auto Ins Co*, 269 Mich App 596; ___ NW2d ___ (2005). There is no need to further discuss the issue, however, because the Supreme Court will be announcing its decision in *Cameron* this year. That decision will certainly control the final disposition in this case. I otherwise concur in the remainder of the majority opinion.

/s/ Christopher M. Murray