



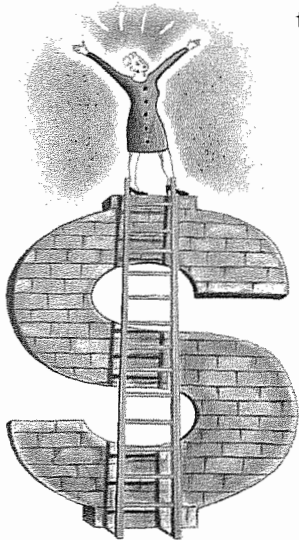
2008 Million-Dollar Verdicts & Settlements

#7

Basis of oral partnership agreement argued

Witnesses: Alliance 'carried on as co-owners of a business for profit'

The plaintiff claimed he had an oral 50-50 partnership agreement covering the formation, growth and sale of a business. Relying on the oral agreement, plaintiff allowed defendant to acquire 100 percent of the shares of stock in the corporation.



Plaintiff sued after the parties sold the company for a significant profit, but defendant failed to pay plaintiff half of the proceeds. No writing existed to memorialize the 50-50 partnership agreement.

However, plaintiff's counsel took nearly two dozen depositions, submitted a dozen affidavits, and established that plaintiff and defendant co-managed the corporation, were equally responsible for the success of the company, and had "carried on as co-owners of a business for profit" pursuant to

the Uniform Partnership Act standard for finding a partnership, as applied in *Byker v. Mannes*, 465 Mich 637 (2002).

Defendant moved for summary disposition, arguing, inter alia, that there were insufficient facts to establish a partnership. The court denied the motion.

The case evaluation of \$1.25 million was rejected by the plaintiff and accepted by the defendant. In subsequent negotiations, plaintiff obtained a settlement for \$600,000 more than the case evaluation, bringing the settlement to \$1.85 million.

Type of action: Breach of oral partnership agreement

Type of injuries: Half of the partnership profits

Name of case: Confidential

Court/Case no./Date: Confidential

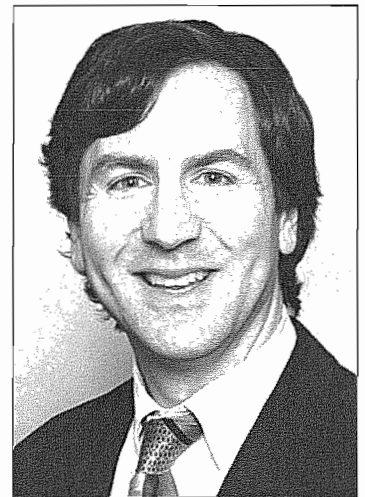
Highest offer: \$1.25 million

Settlement amount: \$1.85 million

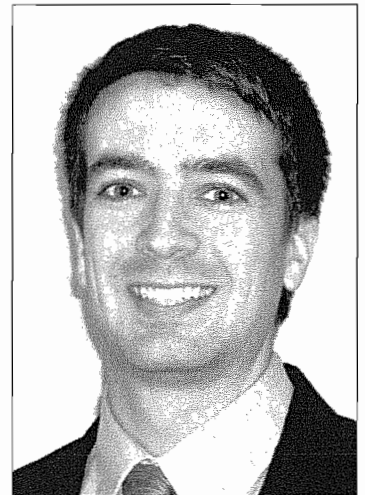
Attorneys for plaintiff: Gerard V. Manteese, Brendan H. Frey

Attorney for defendant: Withheld

Key to winning: Thorough discovery, obtaining affidavits from key witnesses, and exhaustive legal research



MANTESE



FREY