

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EMCASCO INSURANCE COMPANY and )  
EMPLOYERS MUTUAL CASUALTY )  
COMPANY, )

Plaintiffs, )

v. )

PENINSULA TOWNSHIP; WINERIES OF )  
THE OLD MISSION PENINSULA )  
(WOMP) ASSOC.; BOWERS HARBOR )  
VINEYARD & WINERY, INC.; BRYS )  
WINERY LC; CHATEAU GRAND )  
TRAVERSE, LTD.; CHATEAU )  
OPERATIONS, LTD.; GRAPE HARBOR, )  
INC.; MONTAGUE DEVELOPMENT LLC; )  
OV THE FARM LLC; TABONE )  
VINEYARD, LLC; TWO LADS LLC; )  
VILLA MARI LLC; WINERY AT BLACK )  
STAR FARMS LLC; and PROTECT THE )  
PENINSULA, INC., )

Defendants. )

Case No. 25-cv-01081

Hon. Paul L. Maloney

**JOINT STATUS REPORT**

NOW COME Plaintiffs, EMCASCO Insurance Company and Employers Mutual Casualty Company (together, “EMC”), and Defendants, Peninsula Township (the “Township”), Wineries of The Old Mission Peninsula Association (“WOMP”), Bowers Harbor Vineyard & Winery, Inc. (“Bowers Harbor”), Brys Winery, LLC (“Brys”), Chateau Grand Traverse, Ltd. (“Grand Traverse”), Chateau Operations, Ltd. (“Chateau Operations”), Grape Harbor, Inc. (“Grape Harbor”), Montague Development, LLC (“Montague”), OV The Farm, LLC (“OV”), Tabone Vineyards, LLC (“Tabone”), Two Lads, LLC (“Two Lads”), Villa Mari LLC (“Villa Mari”), Winery at Black Star Farms, LLC (“Black Star”) (collectively, the “Winery Defendants”), and

Protect The Peninsula, Inc. (“PTP”), by and through their respective undersigned counsel, and submit their Joint Status Report pursuant to the Court’s January 8, 2026, Order Setting Rule 16 Scheduling Conference [Dkt. 18], and state as follows:

A Rule 16 Scheduling Conference is scheduled for February 9, 2026, at 1:30 PM before the Hon. Paul L. Maloney. Appearing for the parties as counsel will be:

Attorney Jason M. Taylor will appear on behalf of Plaintiffs, EMC.

Attorney D. Andrew Portinga or Stephen J. van Stempvoort will appear on behalf of Defendant, the Township.

Attorney Joseph M. Infante will appear on behalf of the Winery Defendants.

Attorney Tracy Jane (TJ) Andrews will appear on behalf of Defendant, PTP.

1. Jurisdiction: The basis for the Court’s jurisdiction is:

Diversity Jurisdiction. Jurisdiction over this matter is appropriate pursuant to 28 U.S.C. § 1332(a) as the matter in controversy exceeds the sum of \$75,000 exclusive of interest and costs and is between citizens of different states. Venue is appropriate in this district pursuant to 28. U.S.C. § 1391(a), in that the Underlying Lawsuit that is the subject of this declaratory action is pending in this district and a substantial part of the events giving rise to this claim occurred in this district.

2. Jury or Non-Jury: This case is to be tried by the Court as a trier of law and fact.

3. Judicial Availability: The parties do not agree to have a United States Magistrate Judge conduct any and all further proceedings in the case, including trial, and to order the entry of final judgment.

4. Statement of the Case: This case involves:

This is an insurance coverage dispute. EMC issued a series of consecutive Commercial General Liability, Linebacker Public Officials and Employment Practices Liability and Commercial Umbrella policies to the Township for consecutive one-year policy periods commencing July 1, 2019, through April 15, 2021, respectively (the “EMC Policies”).

EMC seeks judicial declaration with respect to its or their duties to defend and/or indemnify the Township in connection with an underlying lawsuit styled, *Wineries of the Old Mission Peninsula (WOMP) Assoc., a Michigan Nonprofit Corporation et al. v. Peninsula Township*, Case No. 1:20-cv-01008, filed in the U.S. District Court for the Western District of Michigan (the “Underlying Lawsuit”). EMC seeks a declaration that no coverage is available under the EMC Policies and that Plaintiffs have no obligation to defend or

indemnify the Township in connection with the Underlying Lawsuit and/or the resulting Judgment against the Township therein.

The Township's counterclaim for breach of contract asks the Court to award damages to the Township due to EMC's failure to defend and indemnify the Township in connection with the Underlying Lawsuit.

As alleged in their Answer and Affirmative Defenses, ECF No. 12, the Winery Defendants are not parties to the subject insurance policies, nor are they parties to any of the communications between EMC and the Township. Accordingly, the Winery Defendants have not been able to fully evaluate their coverage position. Discovery may reveal the existence of defense, whether affirmative or otherwise, that may disadvantage EMC or advance the Winery Defendants or the Township, including but not limited to the doctrines of waiver or estoppel.

PTP, as a party to the Underlying Lawsuit, has knowledge of those proceedings but lacks actual knowledge of the EMC Policies or the relationship between EMC and Peninsula Township beyond Plaintiff's allegations in its Complaint.

The factual and legal issues in this matter requiring judicial resolution include determining whether the allegations of the Underlying Lawsuit triggered EMC's duty to defend the Township and whether EMC has a duty to indemnify the Township for any part of a Judgment entered against the Township in the Underlying Lawsuit.

5. Prospects of Settlement: The status of settlement negotiations is:

No settlement discussions between Plaintiffs and Defendants have yet taken place, although there have been settlement discussions regarding settlement of the Underlying Lawsuit, which remains pending on appeal.

6. Pendent State Claims: This case does not include pendent state claims.

7. Joinder of Parties and Amendment of Pleadings: The parties expect to file all motions for joinder or parties to this action and to file all motions to amend the pleadings by March 2, 2026.

8. Disclosures and Exchanges:

(a) Fed. R. Civ. P. 26(a)(1) requires initial disclosures unless the Court orders otherwise. The parties propose the following schedule for Rule 26(a)(1) disclosures:

Parties to exchange Rule 26(a)(1) initial disclosures on or before March 2, 2026.

(b) The parties do not anticipate the need for experts at this time. Should experts be required, the parties expect to be able to furnish the names of their initial expert

witness(es) and topics of anticipated testimony by December 31, 2026. The parties further expect to be able to furnish the names of any rebuttal expert witness(es) and topics of anticipated testimony by January 29, 2027.

- (c) In the event experts are retained, it would be advisable in this case to exchange written expert witness reports as contemplated by Fed. R. Civ. P. 26(a)(2). Reports, if required, should be exchanged according to the following schedule:

The parties' initial expert report(s), if any, to be produced on or before December 31, 2026; and

The parties' rebuttal expert report(s), if any, to be produced on or before January 29, 2027.

- (d) The parties have agreed to make available the following documents without the need of a formal request for production:

Copies of all relevant EMC Insurance Policies were attached to Plaintiffs' Complaint for Declaratory Judgment.

From Defendants to Plaintiffs by March 9, 2026:

Copies of all verified answers to written interrogatories and requests to admit exchanged between the parties in connection with the Underlying Lawsuit.

- 9. Discovery: The parties believe that all discovery proceedings can be completed by February 26, 2027. The parties recommend the following discovery plan:

EVENT	DEADLINE
Lay discovery to be completed by:	<b>November 30, 2026</b>
The parties' initial expert disclosures exchanged by:	<b>December 31, 2026</b>
The parties' rebuttal expert disclosures exchanged by:	<b>January 29, 2027</b>
Expert discovery completed by:	<b>February 26, 2027</b>
Dispositive Motions filed by:	<b>April 30, 2027</b>
Final Pre-Trial Conference:	<b>TBD</b>
Trial Date:	<b>TBD</b>

The parties do not believe any specific limitations on discovery need be set forth in this report. The presumptive time limit for depositions (seven hours) need not be modified.

10. Disclosure or Discovery of Electronically Stored Information: The parties have discussed the production of electronically stored information and suggest that such information be handled as follows:

Plaintiffs and/or Defendants possess electronically stored information that may be subject to disclosure or discovery. Such information, if any, will be produced in .PDF format and bates labeled where appropriate.

11. Assertion of Claims of Privilege or Work-Product Immunity After Production:

The parties agree that, in the event that items that are subject to claims of privilege or work product immunity from disclosure are inadvertently produced during discovery, the disclosing party shall immediately inform the receiving party of that inadvertent disclosure and the receiving party shall remove and permanently delete all such information or documents that may be inadvertently disclosed. The production of privileged or work-product protected documents, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding.

12. Motions: The parties acknowledge that W.D. Mich. L. Civ. R. 7.1(d) requires the moving party to ascertain whether the motion will be opposed, and in the case of all non-dispositive motions, counsel or pro se parties involved in the dispute shall confer in a good-faith effort to resolve the dispute. In addition, all non-dispositive motions shall be accompanied by a separately filed certificate.

The following dispositive motions are contemplated by each party:

Plaintiffs anticipate filing a Motion for Summary Judgment following the conclusion of discovery in this matter.

Defendant Township anticipates filing a Motion for Summary Judgment following conclusion of discovery.

The Winery Defendants are unable to evaluate whether they anticipate filing a dispositive motion at this time as they have not had access to discovery to evaluate their coverage position. The Winery Defendants reserve the right to file a dispositive motion and to respond to any such motion filed by any other party.

Defendant PTP may file a Motion for Summary Judgment following the close of discovery.

The parties anticipate that all dispositive motions will be filed by April 30, 2027.

13. Alternative Dispute Resolution: In the interest of conserving judicial resources, the parties acknowledge that the Court will require the parties to participate in some form of Alternative Dispute Resolution.

Prior to participating in any form of Alternative Dispute Resolution, however, the parties anticipate that it will be necessary to complete fact discovery in this matter and as such, it will be most effective to conduct alternative dispute resolution following the conclusion of lay discovery this matter.

All parties agree that voluntary facilitative mediation as provided in W.D. Mich. L. Civ. R. 16.3 will be most effective.

14. Length of Trial: Counsel estimate the trial will last approximately four (4) days total, allocated as follows: Two days for Plaintiffs' case and two days for Defendants' case.
15. Electronic Document Filing System: Counsel will adhere to the Court's order regarding Local Civil Rule 5.7(a) regarding use of the Court's CM/ECF system.
16. Other: None.

Dated this 3<sup>rd</sup> day of February, 2026.

Respectfully submitted,

/s/ Jason M. Taylor

One of the Attorneys for EMCASCO  
Insurance Company and Employers Mutual  
Casualty Company

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing document was electronically filed with the clerk of the court and served on all counsel of record via the court's CM/ECF filing system and by electronic mail on February 03, 2026.

*/s/ Jason M. Taylor* \_\_\_\_\_