

## J. Adam Behrendt

Member

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J. Adam Behrendt represents a variety of businesses in their day-to-day disputes. He focuses on finding pragmatic and cost-effective solutions to problems both large and small.

These matters often concern commercial law and contract disputes, land use, and affairs concerning shareholder and minority owner oppression. Adam has significant experience in assisting financial institutions in virtually all aspects of their business including litigation surrounding insolvency, loan workout and receivership matters, and issues regarding vendor management.

Adam also actively represents several international media companies in the outdoor advertising and cable industries related to zoning, land use, First Amendment rights, and other aspects of constitutional law. He has handled copyright and trademark infringement matters, successfully representing a global fast-food restaurant company in a trademark infringement action and defeating an international competitor's preliminary injunction motion.

### practices & industries

Litigation and Alternative  
Dispute Resolution  
Intellectual Property

### education

University of Illinois Law  
School, J.D., *magna cum  
laude*

Michigan State University,  
B.A., with *high honor*

### admissions

Michigan

He has been included in *The Best Lawyers in America*® since 2012 for Banking and Finance Litigation. He is listed as a 2024 “Top Lawyer” for Litigation-Banking and Finance and Litigation-Real Estate by metro Detroit business magazine *DBusiness* and he is listed in *Michigan Super Lawyers 2023* for Business Litigation.

Adam is active in the management of the firm, serving as a member of the Business Continuity Planning Committee, the Finance Committee, the Insurance, Loss Prevention and Conflicts Committee, and the Technology Committee.

## HONORS, AWARDS, AND RECOGNITION

- *The Best Lawyers in America*® 2012-2024, Litigation-Banking and Finance
- *DBusiness* Magazine “Top Lawyers” 2013-2018, 2021-2024, Litigation-Banking and Finance, Litigation-Real Estate
- *Michigan Super Lawyers 2018-2023*, Business Litigation

## PUBLICATIONS

- Co-Author, “The Use of Bifurcation and Direct Testimony Witness Statements in International Commercial Arbitration Proceedings,” 20 *Journal of International Arbitration* 295-305 (2003).

## REPRESENTATIVE MATTERS

- **Court of Appeals Rejects Claim that Financial Institution and Loan Officer Defrauded Investor**  
Represented a bank in a dispute before the Michigan Court of Appeals, which rejected claims that the bank and a loan officer defrauded an investor into guaranteeing a business loan and ultimately finding there was sufficient consideration to support the execution of a guaranty.  
*Mercurio v. Huntington Nat’l Bank*, 2023 Mich. App. LEXIS 5522

### court admissions

U.S. Ct. of Appeals, 6th Cir.  
U.S. District Ct., E.D. Mich.  
U.S. District Ct., W.D. Mich.

- **Sixth Circuit Rules that Bank Did Not Violate Equal Credit Opportunity Act in National Origin Discrimination Case**  
Represented a bank at the federal trial and appellate court levels after a naturalized U.S. citizen from Iraq alleged that the lender had violated the Equal Credit Opportunity Act, 15 U.S.C. §1691, *et seq.*, by discriminating against him on the basis of national origin when it refused to refinance a loan for a second time. *16630 Southfield Ltd. Partnership v. Flagstar Bank, F.S.B.*, 727 F.3d 502 (6th Cir. 2013).
- **Sixth Circuit Holds that High-Speed Internet Customers of Cable Provider Cannot Sue Company for Violating Cable Privacy Laws**  
Represented a cable company in a privacy dispute before the U.S. Court of Appeals for the Sixth Circuit, which held that the provider's high-speed internet customers cannot sue the company for privacy violations under the Cable Communications Policy Act ("the Cable Act"), 47 U.S.C. § 551, because broadband internet access is not "cable service." *Klimas v. Comcast Cable Communications, Inc.*, No. 03-2012, 2006 U.S. App. LEXIS 24366 (6th Cir. Sept. 28, 2006).
- **Trial Court Holds that Property Dispute over Media Company's Use of a Billboard on Property Is a Lease and Not a License**  
Represented a billboard media group in a property dispute where the landlord framed a decades-long rent payment dispute as a licensing issue than a leasing issue in attempts to gain greater payments, but the court found that the relationship was a landlord-tenant relationship and not a licensor-licensee one. *Cecil v. Viacom Outdoor Group, Inc.*, No. 05-71805, 2005 U.S. Dist. LEXIS 19361 (E.D. Mich. Sept. 8, 2005).
- **Federal Trial Court Finds Amount-in-Controversy Requirement Not Satisfied in Consumer Class Action Lawsuit**  
Defended a cable internet service provider in a consumer

class action lawsuit filed in federal district court where the trial court found that the plaintiff did not satisfy the amount-in-controversy requirement needed for diversity jurisdiction. *Mentzel v. Comcast Cable Communications*, 222 F. Supp. 2d 923 (E.D. Mich. 2002).

- **National Fast-Food Restaurant Loses Attempt to Obtain Preliminary Injunction Against Competitor in Trademark Infringement Action**

Represented an American global chain of hamburger fast food restaurants against the world's largest chain of hamburger fast food restaurants in a trademark infringement action related to its "Big Kid's Meal" mark, and successfully defeating plaintiff's motion for a preliminary injunction to have defendant cease its "Big Kid's Meal" campaign. *McDonald's Corp. v. Burger King Corp.*, 87 F. Supp. 2d 722 (E.D. Mich. 1999).

- **State Court of Appeals Holds that a Billboard Lessee Can Terminate Lease Agreement if Rent Costs Makes Location Economically Undesirable.**

Represented a billboard company in a breach of contract dispute before the Michigan Court of Appeals, which held that under the plain language of a termination clause in a lease, the lessee may terminate the lease if the high rent costs makes the location economically undesirable. *M-59 Joy, LLC v. Lamar Advertising of Mich., Inc.*, No. 333266 (Mich. Ct. App. Oct. 26, 2017).

- **State Court of Michigan Court of Appeals rejects City of Detroit's appeal of decision of the Detroit Zoning Board of Appeals and concludes that variance applicant billboard company was entitled to issuance of variance allowing for the erection of a billboard based on showing of unnecessary hardship.**

*City of Detroit v. City of Detroit Board of Zoning Appeals and International Outdoor*, No.339018 (Mich. Ct. App. October 23, 2018).

- Michigan Court of Appeals concludes that property owner cannot state a claim for adverse possession over portion of property where she maintained a fence line showing a different boundary.

In reversing, in part, and affirming, in part, a grant for summary disposition, the court of appeals concluded that plaintiff could not show exclusive possession of portion of dispute property outside of her fence line that would otherwise permit her to state a claim for adverse possession. *Bernice Peeples v. Outfront Media, LLC*, No. 340427 (Mich. Ct. App. January 15, 2019).

- Michigan Court of Appeals affirms trial court's grant of summary disposition concluding that purchaser of property on which billboard was located was not a good faith purchaser where the record showed that purchaser had actual and constructive knowledge of billboard prior to purchasing the property.

The trial court also correctly dismissed purchaser's claims for damages relating to trespass where purchaser refused to allow billboard company to remove sign from location. *Outfront Media, LLC v. CYA Properties*, No. 338335 (Mich. Ct. App. October 25, 2018).

- Michigan Court of Appeals rejects beneficiary's challenge to discharge provided to financial institution under interpleader court rule where claimant did not bring timely claim of appeal and otherwise affirmed probate court's conclusions and determinations after trial.

*In re Estate of Donna M. Moore*, No. 338553 (Mich. Ct. App. October 18, 2018).