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Editor's Note: A previous article ("Future Damages – Reduction to Present Value," Vol. 18, No. 2, Michigan Defense Quarterly, November 2001) addressed the legal rationale behind the application of a 5% non-compounded discount rate to reduce damages to present value and argues that the rationale for applying a non-compounded interest method was deficient. In this article, the authors present a detailed economic analysis of how the rule works in practice.

MICHIGAN'S DISCOUNT RATE: 5.0% NON-COMPOUNDED AND UNFAIR?

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Executive Summary

Most states allow reductions of future damages to present value based on reasonable assumptions and using compound interest assumptions. Michigan, however, mandate that reductions to present value use 5% interest and a non-compounded (simple interest) assumption.

This is at odds with real world practices, and leads to serious imbalances in the calculation and award of damages. The inequity results from the artificiality of the use of simple interest and from the fact that compound interest is used in calculating the future damages, but simple interest is used to reduce that figure to present value.

In addition to being out of touch with real-world practices and internally inconsistent, the Michigan practice results in an unwarranted windfall for personal injury plaintiffs.

Economists are often retained to calculate losses in legal matters in which economic issues exist. The economist usually reviews information about earnings, employment, benefits, household services and other relevant factors, and frequently reviews data made available by government agencies and other sources.

In those cases in which economic losses are expected to continue into the future the economist must determine the rate at which those losses will grow over a specific period of time such as the life expectancy of the injured party, retirement age, or the anticipated work-life expectancy of the decedent. The economist then must reduce those losses to present value assuming a particular discount rate. In some cases, that discount rate is subject to the economist's judgment and may be based on interest earned on corporate bonds or treasury notes. However, in a personal injury case pending in a Michigan state court, the discount rate is set by statute at five percent.¹ This is unlike

most jurisdictions where both the growth rate and the discount rate are subject to an analysis by the economist. Should future wages grow annually at 2% or 4%, more or less? Should the reduction to present value assume a discount rate of 3% or 5%, or more or less?

[I]n a personal injury case pending in a Michigan state court, the discount rate is set by statute at five percent. This is unlike most jurisdictions where both the growth rate and the discount rate are subject to an analysis by the economist.

Simple reduction, compound growth

Whether a jurisdiction allows the economist to determine growth and

discount rates or not, these factors are always applied in a compound manner. Always that is, unless the economist is working on a matter in a Michigan state court. In those cases, not only is the discount rate fixed at 5%, but the calculation done to apply that 5% rate requires the economist to assume the rate of interest is simple, not compound. However, the growth rate an economist assumes is not subject to the same simple interest restriction. When making the calculation about the growth of wages, the economist assumes it will grow in a compounded fashion as that is the way the real world works. Not so when the economist makes the reduction to present value. Then, the economist is required to ignore reality and make the calculation based on a simple interest formula. Is that fair? No. Is it the law? Without any doubt. Should the law change to reflect the reality of economic forces in calculating losses into the future in personal injury matters? That depends on the legislature and the governor.

When making the calculation about the growth of wages, the economist assumes it will grow in a compounded fashion as that is the way the real world works. Not so when the economist makes the reduction to present value. Then, the economist is required to ignore reality and make the calculation based on a simple interest formula.

Though MCL 600.6306 has been effective since 1986, there has been debate over the years regarding whether the “gross present cash value” of future damages should be determined using a simple or compound interest calculation. Over the years case law has reflected a preference for simple interest.² In one instance, the Court of Appeals held that a compound interest calculation was required, although that was not in the context of a personal injury matter.³

Nation v WDE

The Supreme Court of Michigan has addressed the issue of compound versus simple interest. In *Nation v WDE Electric Co*,⁴ the court granted leave to decide whether simple or compound interest should be used to reduce future damages to gross present cash value. The trial court reduced plaintiff’s future damages using compound interest, rejecting plaintiff’s request that simple interest be used.⁵ The Court of Appeals affirmed, relying not on its own statutory construction, but rather on the logic from *Kirchgessner v United States*,⁶ which held:

The statute calls for the future damages to be reduced for

each year, using the five percent rate. Were we to adopt a simple interest rate methodology, the later years would be discounted to present cash value at substantially less than five percent. We see no basis for utilizing a simple interest rate in determining ‘gross present cash value,’ and find no error in the compound method.⁷

The federal court was particularly persuaded that the legislature took into account the difficulty in reducing future damages to present value using a compound rate when in the 1986 legislation it took that responsibility from the jury and vested it in the trial court.

Michigan’s Supreme Court in *Nation* reversed and held:

Under tort reform legislation passed in 1986, § 6306 transferred the obligation to perform the calculation [the reduction to present value] to the trial judge. We decline the invitation to hold that this transfer abrogated the method in place under the common law scheme....

For nearly eighty years before the enactment of § 6306, Michigan approved the use of simple interest to reduce damages to present value.⁸

It is beyond question that the court must reduce future damages to present value using a five percent calculation, but that does not eliminate questions about the fairness of the court’s interpretation of the statute.

According to the standard jury instructions, the overriding concept to be taken into account by a jury in awarding damages is that it must reasonably, fairly and adequately compensate the plaintiff for each of the elements of damage proved.

It is beyond question that the court must reduce future damages to present value using a five percent calculation, but that does not eliminate questions about the fairness of the court’s interpretation of the statute. Specifically, (1) is a 5.0% discount rate appropriate and (2) is a non-compounded rate appropriate?

When asked to determine a discount rate, most economists assume that a very safe investment instrument should be used. U.S. Government Treasury Securities fulfill this requirement. The average market yield over the last ten years was 4.7% for five-year securities, 5.0% for ten-year securities and 5.6% for twenty-year securities. The annual yields in 2006 were 4.75% for five-year securities, 4.8% for ten-year securities and 5.0% for twenty-year securities. Furthermore, the National Association of Forensic Economists surveyed its members in 2006 concerning the values of key economic variables and found the average discount rate (compounded) was 5.08% and the median rate was 5.0%.⁹ Therefore, the specified use of a 5.0% discount rate in Michigan seems reasonable at least under the present circumstances.

Simple vs compound

However, requiring simple rather than compound interest is **not** appropriate, and can result in **substantial** overpayments, as will be illustrated.

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According to the standard jury instructions, the overriding concept to be taken into account by a jury in awarding damages is that it must reasonably, fairly and adequately compensate the plaintiff for each of the elements of damage proved.¹⁰ If, for example, an individual is injured and unable to earn wages in the future, the appropriate remedy is an award which when invested would provide an amount equivalent to the wages plaintiff would have earned but for the injury. An economist would make a calculation taking into account an appropriate growth rate for wages into the future and an interest rate for investment of the balance of the settlement so that when the plaintiff reached retirement age all of the award including interest earned would have been used fairly and adequately to compensate the plaintiff for the lost earning capacity.

For example, assume the plaintiff was injured at age 17, and unable to earn wages of \$25,000 annually at age 18. Assume wages would increase an average of 3.5%¹¹ per year and that the plaintiff would work to age 67. To reduce the future wages to present value the Michigan discount rate of 5.0% non-compounded is assumed.

Table 1 shows initial wages of \$25,000 for 2008 with an increase of 3.5% to \$25,875 for 2009, which is then divided by the 5.0% non-compounded discount factor of 1.05 for a present value of \$24,643. This process is repeated each year. The result is a Cumulative Present Value of \$1,401,743.

It is further assumed the plaintiff upon receipt of the damage award of \$1,401,743 would invest that amount (after withdrawing \$25,000 for the first year) in an investment instrument earning 5.0% per year. Table 2 shows the year by year changes as interest is earned and funds are withdrawn. Note that the Amount Withdrawn column in Table 2 is identical to the Wages column in Table 1.

Also note that the Amount Available at age 67 is not zero, but \$5,504,780. The Beginning Balance (the damages awarded) of \$1,401,743 has grown to \$5,504,780 over a period of fifty years while simultaneously paying all the wages that would have been earned if there was no injury. Is that a windfall for this plaintiff? Does the amount awarded reasonably, fairly and adequately compensate this plaintiff for his loss of earning capacity? It does, and then some. Why is that? Obviously, the Beginning Balance (\$1,401,743) does not have to be that large to adequately compensate this plaintiff for all the wages he would have earned over the fifty-year period. Why is that? How does that happen?

Table 3 shows the calculation of Cumulative Present Value (the same as in Table 1) with only one change - the 5.0% discount rate is **compounded**. The Cumulative Present Value after 50 years is \$897,704, not \$1,401,743.00.

Table 4 is similar to Table 2 except the Beginning Balance is \$897,704 rather than \$1,401,743. Again, the Wage column in Table 3 is the same as the Amount Withdrawn column on Table 4. The Ending Balance at age 67 is \$3.00 (Due to the rounding in the computer program the Ending Balance is not exactly zero). Since the Amount Withdrawn in 2008 of \$25,000 is less than the interest received \$44,885, the Beginning Balance in Year 2009 increases and this increase continues until 2036 when the Ending Balance begins to decrease. It decreases until 2057 when the Amount Withdrawn is equal to the Ending Balance of the preceding year. Therefore, the settlement amount of \$897,704 when invested at a 5.0% rate **compounded** provides exactly the wages this plaintiff would have earned. It makes the individual whole, at least as it concerns this economic loss, and fairly, adequately and reasonably compensates him for his loss.

Therefore, the 5.0% **non-compounded** discount rate, results in a damages award that is \$504,039 (\$1,401,743-\$897,704) greater than needed to replace the wages plaintiff would have earned but for the injury. Plaintiff receives an award that is 56.1% more than needed to make him whole. Since the \$504,039 is an overpayment, plaintiff could invest that amount at an annual compound rate of 5.0% and after fifty years have \$5,504,780 or 613.2% more than the amount needed. Obviously, there is a substantial inequity in this illustration resulting from the use of a 5.0% non-compounded discount rate.

Not all cases will cover fifty years. The overpayment will be less over shorter time periods. To illustrate, consider a man who is 48 years old and cannot work the next twenty years to his retirement. The average earnings for all men (all races and all education levels) was \$66,508 in 2006 reported by the U.S. Census Current Population Survey in 2007. Using a growth rate of 3.5% per year, the Cumulative Present Value of Wages at age 67 is \$1,366,453 with a 5.0% non-compounded discount rate and \$1,247,134 with a 5.0% compounded discount rate. The overpayment is \$119,319. However, if invested in government treasuries at a 5.0% yield he will have \$301,513 in twenty years. This represents a total overpayment of 24.2% (\$301,513/\$1,247,134). Making the same calculations for men of all races with a high school education produces an initial overpayment of \$89,078 that when invested results in a total overpayment of \$225,096 or 24.2%. These overpayments are significant and would not exist if a compound discount rate was used.

The illustrations are not applicable solely to wages lost or earning capacity impaired. Economists increasingly are asked to determine the Cumulative Present Value of Life-Care Plans, which for young children can go on

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TABLE 1

ECONOMIC DAMAGES: JOHN SMITH

Discount Year	Present Age	Cumulative Wages	Factor	Value	Present Value
2008	18	25000	1.0000	25000	25000
2009	19	25875	1.0500	24643	49643
2010	20	26781	1.1000	24346	73989
2011	21	27718	1.1500	24103	98091
2012	22	28688	1.2000	23907	121998
2013	23	29692	1.2500	23754	145752
2014	24	30731	1.3000	23640	169391
2015	25	31807	1.3500	23561	192952
2016	26	32920	1.4000	21514	216467
2017	27	34072	1.4500	23498	239965
2018	28	35265	1.5000	23510	263475
2019	29	36499	1.5500	23548	287023
2020	30	37777	1.6000	23610	310633
2021	31	39099	1.6500	23696	334329
2022	32	40467	1.7000	23804	358134
2023	33	41884	1.7500	23934	382067
2024	34	43350	1.8000	24083	406150
2025	35	44867	1.8500	24252	430103
2026	36	46437	1.9000	24441	454844
2027	37	48063	1.9500	24647	479491
2028	38	49745	2.0000	24872	504363
2029	39	51486	2.0500	25115	529478
2030	40	53288	2.1000	25375	554853
2031	41	55153	2.1500	25652	580506
2032	42	57083	2.2000	25947	606453
2033	43	59081	2.2500	26258	632711
2034	44	61149	2.3000	26587	659298
2035	45	63289	2.3500	26932	686229
2036	46	65504	2.4000	27293	713523
2037	47	67797	2.4500	27672	741195
2038	48	70170	2.5000	28068	769263
2039	49	72626	2.5500	28481	797744
2040	50	75168	2.6000	28911	826654
2041	51	77799	2.6500	29358	856012
2042	52	80522	2.7000	29823	885835
2043	53	83340	2.7500	30305	916140
2044	54	86257	2.8000	30806	946946
2045	55	89276	2.8500	31325	978271
2446	56	92400	2.9000	31862	1010133
2047	57	95634	2.9500	32418	1042552
2048	58	98981	3.0000	32994	1075545
2049	59	102446	3.0500	33589	1109134
2050	60	106031	3.1000	34204	1143338
2051	61	109743	3.1500	34839	1178177
2052	62	113584	3.2000	35495	1213672
2053	63	117559	3.2500	36172	1249844
2054	64	121674	3.3000	36871	1286714
2055	65	125932	3.3500	37592	1324306
2056	66	130340	3.4000	38335	1362641
2057	67	134902	3.4500	39102	1401743
Totals:			3274948		1401743

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TABLE 2 **ECONOMIC DAMAGES: JOHN SMITH**

Year	Age	Beginning Balance	Amount Withdrawn	Amount Available	Interest Received	Ending Balance
2008	18	1401743	25000	1376743	70087	1445580
2009	19	1445580	25875	1419705	72279	1490690
2010	20	1490690	26781	1463910	74535	1537105
2011	21	1537105	27718	1509387	76855	1584857
2012	22	1584857	28668	1556169	79243	1633977
2013	23	1633977	29692	1604285	81699	1684499
2019	24	1684499	30731	1653768	84225	1736456
2013	25	1736456	31807	1704649	86823	1789882
2016	26	1789882	32920	1756961	89494	1844809
2017	27	1844809	34072	1810737	92240	1901274
2018	28	1901274	35265	1866009	95064	1959309
2019	29	1959309	36499	1922810	97965	2018951
2020	30	2018951	37777	1981174	100948	2080233
2021	31	2080233	39099	2041134	104012	2143190
2022	32	2143190	40467	2102723	107160	2207859
2023	33	2207859	41884	2165975	110393	2274274
2024	34	2274274	43350	2230925	113714	2342471
2025	35	2342471	44867	2297604	117124	2412484
2026	36	2412484	46437	2366047	120624	2484349
2027	37	2484349	48063	2436287	124217	2558101
2028	38	2558101	49745	2508356	127905	2633774
2029	39	2633774	51486	2582288	131689	2711403
2030	40	2711403	53288	2658115	135570	2791021
2031	41	2791021	55153	2735868	139551	2872661
2032	42	2872661	57083	2815578	143633	2956357
2033	43	2956357	59081	2897276	147818	3042140
2034	44	3042140	61149	2980991	152107	3130040
2035	45	3130040	63289	3066751	156502	3220089
2036	46	3220089	65504	3154584	161004	3312313
2037	47	3312313	67797	3244516	165616	3406742
2038	48	3406742	70170	3336572	170337	3503401
2039	49	3503401	72626	3430775	175170	3602314
2040	50	3602314	75168	3527146	180116	3703504
2041	51	3703504	77799	3625705	185175	3806990
2042	52	3806990	80522	3726469	190350	3912792
2041	53	3912792	83340	3829453	195640	4020925
2044	54	4020925	86257	3934669	201046	4131402
2045	55	4131402	89276	4042126	206570	4244233
2046	56	4244233	92400	4151832	212212	4359424
2047	57	4359424	95634	4263790	217971	4476979
2048	58	4476979	98981	4377998	223849	4596898
2049	59	4596898	102446	4494452	229845	4719174
2050	60	4719174	106031	4613143	235959	4843800
2001	61	4843800	109743	4734057	242190	4970760
2052	62	4970760	113584	4857177	248538	5100036
2053	63	5100036	117559	4982477	255002	5231600
2054	64	5231600	121674	5109927	261580	5365423
24x5	65	5365423	125932	5239491	268271	5501466
2o56	66	5501466	130340	5371126	275073	5639682
2057	67	5639682	134902	5504780	0	0

MICHIGAN'S DISCOUNT RATE: 5.0% NON-COMPOUNDED AND UNFAIR? __

TABLE 3 **ECONOMIC DAMAGES: JOHN SMITH**

Year	Age	Wages	Discount Factor	Present Value	Cumulative Present Value
2008	18	25000	1.0000	25000	25000
2009	19	25875	1.0500	24643	49643
2010	20	26781	1.1025	24291	73934
2011	21	27718	1.1576	23944	97877
2012	22	28688	1.2155	23602	121479
2013	23	29692	1.2763	23265	144744
2014	24	30731	1.3401	22932	167676
2015	25	31807	1.4071	22605	190281
2016	26	32920	1.4775	22282	212562
2017	27	34072	1.5513	21963	234526
2018	28	35265	1.6289	21650	256175
2019	29	36499	1.7103	21340	277516
2020	30	37777	1.7959	21035	298551
2021	31	39099	1.8856	20735	319286
2022	32	40467	1.9799	20439	339725
2023	33	41884	2.0789	20147	359872
2024	34	43350	2.1829	19859	379731
2025	35	44867	2.2920	19575	399306
2026	36	46437	2.4066	19296	418602
2027	37	48063	2.5270	19020	437622
2028	38	49745	2.6533	18748	456370
2029	39	51486	2.7860	18480	474850
2030	40	53288	2.9253	18216	493067
2031	41	55153	3.0715	17956	511023
2032	42	57083	3.2251	17700	528723
2033	43	59081	3.3864	17447	546169
2034	44	61149	3.5557	17198	563367
2035	45	63289	3.7335	16952	580319
2036	46	65504	3.9201	16710	597029
2037	47	67797	4.1161	16471	613500
2038	48	70170	4.3219	16236	629735
2039	49	72626	4.5380	16004	645739
2040	50	75168	4.7649	15775	661514
2041	51	77799	5.0032	15550	677064
2042	52	80522	5.2533	15328	692392
2043	53	83340	5.5160	15109	707500
2044	54	86257	5.7918	14893	722393
2045	55	89276	6.0814	14680	737073
2046	56	92400	6.3855	14470	751544
2047	57	95634	6.7048	14264	765807
2048	58	98981	7.0400	14060	779867
2049	59	102446	7.3920	13859	793726
2050	60	106031	7.7616	13661	807387
2051	61	109743	8.1497	13466	820853
2052	62	113584	8.5572	13274	834127
2053	63	117559	8.9850	13084	847211
2054	64	121674	9.4343	12897	860108
2055	65	125932	9.9060	12713	972820
2056	66	130340	10.4013	12531	885352
2057	67	134902	10.9213	12352	897704
Totals		3274948			897704

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TABLE 4 **ECONOMIC DAMAGES: JOHN SMITH WAGES**

Year	Age	Beginning Balance	Amount Withdrawn	Amount Available	Interest Received	Ending Balance
2008	18	897704	25000	872704	44885	916339
2009	19	916339	25875	890464	45817	934987
2010	20	934987	26781	908207	46749	953617
2011	21	953617	27718	925899	47681	972194
2012	22	972194	28688	943506	48610	990681
2013	23	990681	29692	960989	49534	1009039
2014	24	1009039	30731	978307	50452	1027223
2015	25	1027223	31807	995416	51361	1045186
2016	26	1045186	32920	1012266	52259	1062880
2017	27	1062880	34072	1028807	53144	1080247
2018	28	1080247	35265	1044982	54012	1097232
2019	29	1097232	36499	1060732	54862	1113769
2020	30	1113769	37777	1075992	55688	1129792
2021	31	1129792	39099	1090693	56490	1145228
2022	32	1145228	40467	1104760	57261	1159998
2023	33	1159998	41884	1118115	58000	1174020
2024	34	1174020	43350	1130671	58701	1187204
2025	35	1187204	44867	1142337	59360	1199454
2026	36	1199454	46437	1153017	59973	1210668
2027	37	1210668	48063	1162605	60533	1220735
2028	38	1220735	49745	1170991	61037	1229540
2029	39	1229540	51486	1178055	61477	1236957
2030	40	1236957	53288	1183669	61848	1242853
2031	41	1242853	55153	1187700	62143	1247085
2032	42	1247085	57083	1190002	62354	1249502
2033	43	1249502	59081	1190421	62475	1249942
2034	44	1249942	61149	1188793	62497	1248233
2035	45	1248233	63289	1184943	62412	1244191
2036	46	1244191	65504	1178686	62210	1237621
2037	47	1237621	67797	1169824	61881	1228315
2038	48	1228315	70170	1158145	61416	1216052
2039	49	1216052	72626	1143426	60803	1200598
2040	50	1200598	75168	1125430	60030	1181702
2041	51	1181702	77799	1103903	59085	1159098
2042	52	1159098	80522	1078577	57955	1132505
2043	53	1132505	83340	1049166	56625	1101624
2044	54	1101624	86257	1015367	55081	1066136
2045	55	1066136	89276	976860	53307	1025703
2046	56	1025703	92400	933303	51285	979968
2047	57	979968	95634	884334	48998	928550
2048	58	928550	98981	829569	46428	871047
2049	59	871047	102446	768601	43552	807031
2050	60	807031	106031	701000	40352	736050
2051	61	736050	109743	626307	36803	657623
2052	62	657623	113584	544039	32881	571241
2053	63	571241	117559	453682	28562	476366
2054	64	476366	121674	354693	23818	372428
2055	65	372428	125932	246495	18621	258820
2056	66	258820	130340	128480	12941	134905
2057	67	134905	134902	3	0	0

for seventy years or more. The total overpayments in those instances will be significantly higher than the sums over paid in a fifty-year time period. Those medical care, home health care or institutional care costs can result in estimates of \$100,000 or more per year, and increase at a rate greater than 3.5%. In these situations, the overpayments would be **extremely** high.

It is likely that when plaintiff's and defendant's attorneys attempt to settle a case before trial they are quite aware of the higher Cumulative Present Value that results from the use of a 5% non-compounded discount rate (in the above initial illustration \$504,039). They may not realize, however, that this difference can be invested at 5.0% compounded and grow to over \$5,500,000 after fifty years. Therefore, the real inequity is not merely 56.1% higher than it ought to be (\$897,704 instead of \$504,039) but 613.2% higher (\$5,504,780 instead of \$897,704).

What can we conclude?

1. Using a 5.0% non-compounded discount rate in any calculation projecting future economic losses will result in an initial overpayment to plaintiff. In one illustration the amount is \$504,039 (\$1,401,743 minus \$897,704).
2. If plaintiff invested the \$504,039 at 5.0% **compounded** for fifty years the total overpayment would equal \$5,504,780 or 613.2% more than is needed to fairly and adequately compensate the plaintiff for this loss.
3. Interest rates in the real world, whether used for calculating investment earnings or discounting to present value, are compounded
4. The Michigan Legislature should act to correct what is technically incorrect, not reflective of real world prac-

tices and producing potentially substantial inequities in jury or judge's awards.

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Endnotes

1. MCL 600.6306(1)(c) states that a judgment shall include "all future economic damages, less medical and other health care costs, and less collateral source payments determined to be collectible under section 6303(5) reduced to gross present cash value." MCL 600.6306 (2) defines "gross present cash value" as "the total amount of future damages reduced to present value at a rate of 5% per year for each year in which those damages accrue".
2. *Gage v Ford Motor Co*, 423 Mich 250, 259; 377 NW2d 709 (1985).
3. In *Pontiac School District v Miller, Canfield, Paddock & Stone*, 221 Mich App 602; 563 NW2d 693 (1997), at the trial court level, the jury returned a verdict awarding the plaintiff roughly \$4 million in present damages and \$21 million in future damages. *Id.* at 611-612. In the Court of Appeals, criticism surrounded plaintiff's calculations of damages using simple rather than compound interest. *Id.* at 633. Though the court acknowledged that a simple interest rate was generally used to reduce future damages to present value, it was not applicable in this case. The court concluded rather that the defendant "suc-

cessfully rebutted the presumption for using the five percent simple interest rate because it presented undisputed evidence that the present value of plaintiff's future damages was determined by using actual market rates that are compounded". *Id.* at 636. The future damages at issue "consisted of fixed-debt obligations that were susceptible of a sum certain determination unaffected by inflation."

4. 454 Mich 489; 563 NW2d 233 (1997).
5. *Id.* at 491.
6. 958 F2d 158 (CA 6, 1992).
7. *Id.* at 162
8. *Nation* at 493.
9. "2006 Survey of Forensic Economists: Their Methods, Estimates and Perspectives". *Journal of Forensic Economists*, Vol 19, No. 1.
10. M Civ JI 50.01.
11. This was the average increase in the Employment Cost Index for Wages over the last twenty years according to the Bureau of Labor Statistics. For simplicity sake employee benefits, are not included.

MDTC'S NEW ASSISTANT EDITOR



MDTC Welcomes Its New Assistant Editor

Jenny L. Zavadil, of Bowman and Brooke, LLP has signed on as MDTC's new Assistant Editor. She will assist the current editor in working with authors, editing submissions to the *Michigan Defense Quarterly*, and preparing it for the printer.

Anyone who would like to submit an article or other writing for consideration for use in the Quarterly can submit it either to the current editor, Hal Carroll (hcarroll@VGpcLAW.com) or Jenny at (jenny.zavadil@bowmanandbrooke.com).