

Steven A. Roach

SERVICE AREAS

Business

- Bankruptcy, Restructuring + Insolvency
- Finance
 - Restructure, Enforcement, Insolvency + Bankruptcy
- Real Estate

Litigation + Trial

- Litigation + Trial Practice Overview

EDUCATION

- University of Michigan Law School, J.D.
- University of Michigan, A.B.

BAR ADMISSIONS

- Michigan

COURT ADMISSIONS

U.S. Supreme Court

U.S. Courts of Appeals

- Sixth Circuit
- Seventh Circuit

U.S. District Courts

- Eastern District of Michigan
- Western District of Michigan
- Northern District of Illinois
- Eastern District of Wisconsin
- District of Maryland



Principal

Detroit

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Steven A. Roach applies his more than 20 years of commercial transaction and litigation experience in restructuring lending relationships and enforcing loan transactions. His unique perspective as both a trial and transactional lawyer allows him to service the firm's financial institution clients, whether the loan transaction is complex, multi-jurisdictional, or international, and also when borrowers or guarantors are confrontational. Steve primarily represents lenders in the restructure, work out and enforcement of distressed loans, both in and out of court.

"Although I enjoy the opportunity to represent our clients in a court room, and in particular to assist them in accomplishing their goals in a judicial setting, I find much satisfaction when I provide value to a transaction and to our clients well before legal action is considered."

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EXPERIENCE

Steve has represented lenders in a variety of lending structures, including syndications, participations, and structured debt and equity financings, with collateral that includes operational assets, retail and wholesale inventory, real estate, intellectual property, aircraft and ships, with borrowers located in Michigan, throughout the United States, Mexico, Canada, and other international locations. His practice experience also includes jury trials, bench trials and arbitrations involving millions of dollars in damages, including lender liability, license and royalty contracts, real estate, construction disputes, various Uniform Commercial Code issues and, of course, the enforcement of loan agreements. He looks for both the immediate solution, when most cost effective, and also creative solutions, again when cost effective and beneficial for his clients. In one particularly memorable case, Steve represented the Trustees of

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Detroit's historic Mariners' Church in a property dispute with the Episcopal Diocese of Michigan, prevailing at both the trial and appellate levels.

"The Mariners' Church case always will be important to me. Mariners' Church is a Detroit landmark, built in 1848, a mere four years before the founding of Miller Canfield. It is also where my three children were baptized. This case provided me an opportunity to learn the history of Detroit, and the history of various religions in the United States. My father always told me that law was a learned profession, which this case certainly demonstrates."

REPORTED + PUBLISHED DECISIONS

Stawski Distrib. v Browary Zywiec S.A., 349 F.3d 1023, 1026(7th Cir. 2003), *leaved denied*. The Seventh Circuit enforced an arbitration clause contained in a contract. Under state law, such an arbitration clause was not enforceable. However, under the commerce clause, it was. The matter involved a constitution question that required a conflict between the commerce clause and the 21st Amendment.

Beaty v Hertzberg & Golden, P.C., 456 Mich. 247, 571 N.W.2d 716 (1997), reversing in part and affirming in part 214 Mich. App. 195, 543 N.W.2d 5 (1995). Legal malpractice claim against attorneys for bankruptcy trustee. Michigan Supreme Court reinstated trial court's opinions granting motions for summary disposition.

In re Everlock Fastening Systems, Inc., 171 Bankr. 251 (Bankr.E.D.Mich.1994). Payment of health insurance premium made during month of coverage is a contemporaneous transfer for new value under U.S.C. Section 547 (c)(1). United States District Court, Eastern District of Michigan affirmed.

Galper v United States Shoe Co., 815 F.Supp. 1037 (E.D.Mich.1993). Payment of percentage rent does not constitute payment of a franchise fee under the Michigan Franchise Investment Act.

Heide v Hunter Hamilton Limited Partnership, 826 F.Supp. 224 (E.D.Mich. 1993). This opinion discusses several interesting usury issues.

PROFESSIONAL ACTIVITIES

- American Bar Association
- Detroit Metropolitan Bar Association

Steven A. Roach

- Commercial Advisory Council for the American Arbitration Association, Michigan

HONORS + AWARDS

- Intercollegiate Center for Classical Studies, Spring 1982, Rome, Italy
- Chambers USA: America's Leading Lawyers for Business, Banking & Finance Law, 2006-present; Bankruptcy, 2008-present
- Michigan Super Lawyers, Bankruptcy & Creditor/Debtor Rights 2007-present
- Best Lawyers in America, Banking Law 2009-2011; Banking and Finance Law and Litigation-Banking & Finance 2012
- DBusiness Magazine, Top Lawyers, Banking 2011

CIVIC, CULTURAL + SOCIAL ACTIVITIES

- League of Michigan Bicyclists, Director Region 1, 2007-present
- United Way of Southeastern Michigan Annual Campaign, Chair of Professionals Unit for Major Markets, 2006, 2007
- Open Arms, Member, Fundraising Committee, 2006

PUBLICATIONS

"Bike commuter keeps a secret: it's more fun than it looks," (Interview), GrossePointeToday.com, August 11, 2009

Michigan Cause of Action Form Book, dealer and sales representative section, ICLE publication.