

# Michael A. Roberts

**Associate**

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Cincinnati – 513.372.6802



Michael concentrates his practice in the areas of professional liability and health care liability defense. Prior to joining Marshall Dennehey, Michael gained valuable litigation experience as an associate at a regional defense firm, where he supported high-exposure medical malpractice cases and contributed to successful outcomes at both the trial and appellate levels.

Michael is a graduate of Northern Kentucky University Chase College of Law, where he graduated *magna cum laude* and finished in the top 10% of his class. Early into law school, Michael demonstrated exceptional leadership abilities and a commitment to excellence. Michael was elected by the student body to serve as President of the Student Bar Association, where he was instrumental in organizing events and initiatives that fostered student engagement and professional development. He would then go on to serve as the Executive Editor of the *Northern Kentucky Law Review*, contributing to the publication of both the general and symposium issues. Prior to this election, Michael's scholarly work was widely recognized when his student note, "The Failure of HB 463: How Retributive Justice Policies Have Destroyed the Initiative of Rehabilitation, 50 N. Ky. L. Rev. 205," was selected for publication in the 50th volume of the *Northern Kentucky Law Review*.

Before attending law school, Michael graduated *summa cum laude* from Eastern Kentucky University where he obtained his Bachelor of Science in Criminal Justice and a Minor in Political Science. During his undergraduate career, Michael was a member of the Eastern Kentucky University Honors Program and published an Honors Thesis entitled, "The School-to-Prison Pipeline & Its Sustainability: How Violent Video Games Perpetuate School Violence in the 21st Century."

Michael is a proud product of Central Kentucky and is incredibly grateful for all of the educational opportunities the Commonwealth has provided him. He now resides in Northern Kentucky with his wife and looks forward to contributing to the legal community

## Practices

- Miscellaneous Professional Liability
- Medical Malpractice

for years to come. He is admitted to practice in Kentucky and Ohio, as well as the U.S. Court of Appeals for the Sixth Circuit.

## Education

- NKU Salmon P. Chase College of Law (J.D., *magna cum laude*, 2024)
- Eastern Kentucky University (B.S., *summa cum laude*, 2021)

## Admissions

- Kentucky, 2024
- Ohio, 2024
- U.S. Court of Appeals 6th Circuit, 2025

## Honors & Awards

Ohio Super Lawyer Rising Star, 2026

## Associations & Memberships

- Kentucky Bar Association
- Northern Kentucky Bar Association
- Ohio State Bar Association

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## Results

### **Summary Judgment Secured, Preserving \$750,000 in Coverage for Insured in Major Trucking Liability Dispute**

**Ray Freudiger** and **Michael A. Roberts** (both of Cincinnati) successfully obtained summary judgment on behalf of their client in a coverage dispute arising from a May 19, 2022, motor vehicle accident. A permissive driver operated a box truck for an interstate trucking company and caused severe injuries to two tort victims. Prior to the accident, the insured had procured a commercial auto policy for the trucking company with stated limits of \$1,000,000. Following the accident, the insurer initiated a declaratory judgment action asserting that only reduced bodily injury limits of \$25,000/\$50,000 applied and later counterclaimed, alleging it would not have insured the driver had he been properly submitted for approval under the policy. After extensive discovery, briefing, and oral argument, the court rejected the insurer's attempt to shift responsibility for the \$750,000 in coverage it was legally required to provide for permissive drivers under Ohio law, granting summary judgment in favor of the insured and preserving \$750,000 in liability exposure.

### **Defense Verdict Received in an Insurance Exclusionary Clause Dispute**

We received a defense verdict after bench trial in an insurance exclusionary clause dispute. The plaintiff's personal property in a storage unit was damaged when a municipal water main broke outside the storage facility. The claims representative offered

the full policy limits before trial. However, the plaintiff sought recovery of the full claim amount for her damaged property. We argued that her recovery was specifically excluded by the water damage exclusion provision within her insurance policy. The judge agreed and concluded that the water main was part of a containment system for water and the exclusionary clause was applicable.