

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MAXIMUM REHAB PHYSICAL
THERAPY, LLC,

Plaintiff,

v

Case No. 14-140868-CK
Hon. Wendy Potts

ALLSTATE INSURANCE COMPANY,

Defendants.

OPINION AND ORDER RE: BUSINESS COURT JURISDICTION

At a session of Court
Held in Pontiac, Michigan

On

JUN 20 2014

Plaintiff Maximum Rehab Physical Therapy, LLC filed this complaint alleging that Defendant Allstate Insurance Company is the no-fault insurer for Jan Bato and breached its insurance contract by failing to pay for physical therapy treatment Plaintiff provided to Bato. Although the case was assigned to the General Civil Docket, on June 2, 2014, an order was entered assigning the case to Business Court. The assignment order states that this is a business dispute because “all of the parties are business enterprises.” See MCL 600.8031(1)(c)(i).

This Court has an obligation to question sua sponte its jurisdiction over the subject matter of an action. *Yee v Shiawassee Co Bd of Comm'rs*, 251 Mich App 379, 399; 651 NW2d 756 (2002). Subject matter jurisdiction is determined by the allegations in the pleadings. *Trost v Buckstop Lure Co, Inc*, 249 Mich App 580, 587-588; 644 NW2d 54 (2002).

Business Court jurisdiction is limited to actions involving a “business or commercial dispute.” MCL 600.8035(3). The statute has four categories of business or commercial disputes including “[a]n action in which all of the parties are business enterprises.” See MCL 600.8031(1)(c)(i). Although both parties in this case fall within the definition of a business enterprise under MCL 600.8031(1)(b), the statute excludes certain types of disputes from Business Court jurisdiction. Pertinent to this case, no-fault actions are excluded unless two or more of the parties are insurers. MCL 600.8031(3)(l). Also, insurance coverage disputes are excluded if the insured is an individual consumer. MCL 600.8031(3)(m).

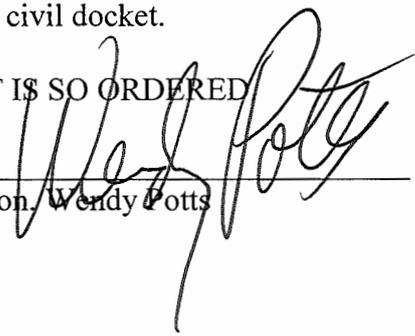
Because this dispute involves questions of no-fault insurance coverage for an individual consumer and there is only one insurer involved, it is excluded from Business Court jurisdiction and the Court orders the case reassigned to the general civil docket.

Dated:

JUN 20 2014

IT IS SO ORDERED

Hon. Wendy Potts

A handwritten signature in black ink, appearing to read "Wendy Potts", is written over a horizontal line. The signature is cursive and extends above and below the line.