

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MILFORD TOWN CENTER ASSOCIATES, LLC,

Plaintiff,

v

Case No. 2016-154961-CB  
Hon. Wendy Potts

MOHAMMED ALI DIAB,

Defendant.

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**OPINION AND ORDER RE: BUSINESS COURT JURISDICTION**

At a session of Court  
Held in Pontiac, Michigan On  
SEP 15 2016

On September 8, 2016, Plaintiff filed the present Complaint, alleging that Defendant is in default under the parties' Standard Lease Agreement and has failed to perform under the terms of the Guaranty. Contemporaneous with the filing of the Complaint, Plaintiff filed a Notice of Assignment to Business Court – claiming that this is a business or commercial 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 defines a business or commercial dispute as:

- (i) An action in which all of the parties are business enterprises.
- (ii) An action in which 1 or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers,

shareholders, members, directors, officers, agents, employees, suppliers, or competitors, and the claims arise out of those relationships.

- (iii) An action in which 1 of the parties is a nonprofit organization, and the claims arise out of that party's organizational structure, governance, or finances.
- (iv) An action involving the sale, merger, purchase, combination, dissolution, liquidation, organizational structure, governance, or finances of a business enterprise. [MCL 600.8031(1)(c)].

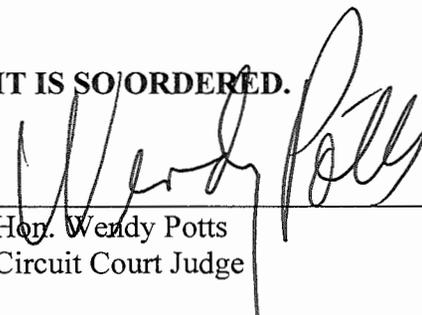
In the present action, Plaintiff has initiated this lawsuit against Defendant in his individual capacity, despite making the assertion within the Complaint that Defendant is doing business as Mediterranean Breeze. Upon review of the parties' Standard Lease Agreement, Rider, and Guaranty, the Court observes that Defendant entered into, and executed, all three contracts in his individual capacity. Thus, the Court finds that Defendant does not qualify as a business enterprise as claimed by Plaintiff under MCL 600.8031(1)(c)(i). The Court further finds that this action does not qualify as a business or commercial dispute as defined by MCL 600.8035(1).

For all of these reasons, this action is excluded from business court jurisdiction and the Court orders the case reassigned to the general civil docket.

The case code will be changed to CZ unless the parties stipulate otherwise.

Dated: **SEP 15 2016**

**IT IS SO ORDERED.**

  
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Hon. Wendy Potts  
Circuit Court Judge