STATE OF MICHIGAN

COURT OF APPEALS

TIMOTHY YAMAOKA, JOE BURGETT, and TINA PHILLIPS,

Plaintiffs/Counterdefendants-Appellants,

v

SUN COMMUNITIES, INC., and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP,

Defendants-Appellees,

and

ASPEN-TOWN & COUNTRY ASSOCIATES II, LLC,

Defendant/Counterplaintiff/Third-Party Plaintiff-Appellee,

and

APPLE-CARR VILLAGE MOBILE HOME PARK, LLC,

Defendant/Counterplaintiff-Appellee,

and

ANA SIEKIERK and GABRIEL KOEWERS,

Third-Party Defendants.

UNPUBLISHED
December 28, 2021

No. 355446
Muskegon Circuit Court
LC No. 19-000585-CZ

Before: GADOLA, P.J., and SWARTZLE and CAMERON, JJ.

PER CURIAM.

Plaintiffs filed a class-action lawsuit, claiming conversion and unjust enrichment on the basis that defendants violated the Mobile Home Commission Act, MCL 125.2301 *et seq*., by applying for title to plaintiffs' mobile homes. The trial court: (1) denied plaintiffs' motion for class certification; (2) granted summary disposition to defendants under MCR 2.116(C)(10) with regard to the individual claims by Joe Burgett and Tina Phillips; and (3) granted summary disposition to defendants on jurisdictional grounds under MCR 2.116(C)(4) on the only remaining claims—Timothy Yamaoka's individual claims—because the amount in controversy did not exceed $25,000. Plaintiffs appeal as of right. As we explain in this opinion, we affirm.

I. BACKGROUND

Defendants are interrelated corporate entities that own and operate mobile-home parks in Michigan. The named plaintiffs are former mobile-home owners, who each once lived in one of defendants' mobile-home parks. Specifically, Yamaoka owned a 1970 Vindale mobile home, and he rented a mobile-home lot from Aspen-Town & Country Associates II, LLC in Traverse City, Michigan.[1] Burgett and Phillips owned a 1974 Schult mobile home, and they rented a mobile-home lot from Apple-Carr Village Mobile Home Park, LLC in Muskegon, Michigan.

In 2016, Burgett and Phillips failed to make their rental payments under the terms of their lease and, as a result, Apple-Carr filed a district-court action against them for nonpayment of rent. Apple-Carr terminated the lease after Burgett and Phillips defaulted based on Paragraph 20, which states in full:

> **20. Default.** If the Resident should default under this Lease or the Management's Rules and Regulations, or if Resident's statements in the rental application are false, Management shall have the right, among others, to terminate this Lease and to repossess the premises and cause the Resident to vacate the premises in the manner provided by law. If this should occur, Resident shall pay Management the expenses incurred in obtaining possession of the premises and all other damages sustained by Management to the extent permitted by law.

The district court entered a judgment in Apple-Carr's favor, and when Burgett and Phillips failed to pay the past-due rent, an order of eviction was entered against them. Burgett and Phillips vacated their mobile-home lot at Apple-Carr; they did not remove their mobile home from the site when they left.

[1] Yamaoka had two roommates: third-party defendants Ana Siekierk and Gabriel Koewers. They were both also listed on the lease with Aspen-Town, but they did not own an interest in the mobile home. Siekierk and Koewers are not parties on appeal. We also note that defendants filed third-party complaints and countercomplaints, but the claims raised by defendants are not relevant to the issues on appeal.

Relying on Paragraph 28 of the lease, Apple-Carr treated the mobile home as "abandoned" by Burgett and Phillips. The paragraph states in full:

> **28. Notice of Intention to Vacate or Renew.** At least thirty (30) days before the end of this Lease, Resident shall notify Management in writing that (1) Resident desires to sign a new Lease or (2) Resident and/or his or her home will be vacating the premises or (3) Resident wishes to continue possession of the premises as a month to month tenant under the terms and rest established by Management and allowed by law. In the event that the resident desires to sign a new Lease or desires a month to month tenancy, the Resident's written notice shall indicate the names and relationships of each of the occupants. Notwithstanding anything herein to the contrary, Management shall not be obligated to enter into a new lease with the Resident or to agree to the continuation of possession on a month to month tenancy except as required by law. Any of the Resident's property at or about the premises at the time the Resident vacates the premises shall be deemed to be abandoned by the Resident, and Resident hereby authorizes Management to dispose of the same as abandoned property.

Apple-Carr applied for title to the mobile home, using what has been referred to as the "surety-bond method" of obtaining title. At the time, this method had been endorsed by the Secretary of State as one of three methods for obtaining title to an abandoned mobile home.[2] Apple-Carr submitted an application for title accompanied by a surety bond and a certification statement regarding the abandonment of the mobile home. Thereafter, Apple-Carr was issued a Certificate of Manufactured Home Ownership. Apple-Carr later transferred the mobile home to a third party.

The basic facts are similar with regard to Yamaoka and Aspen-Town. In the amended complaint, Yamaoka alleges that he purchased his mobile home in April 2016 for $10,000. In support, however, he points to a certificate of assignment that indicates that he only paid $5,000 for the mobile home. In any event, by the fall of 2016, Yamaoka and his roommates had failed to make their rent payments, resulting in summary proceedings in district court and eventually an order of eviction. Yamaoka and the others vacated the premises. When he left, Yamaoka did not remove his mobile home, but he did attempt to sell it. Unlike Burgett and Philips's lease with Apple-Carr, Yamaoka's lease with Aspen-Town did not contain a provision regarding whether property left behind would be deemed abandoned, i.e., there was no provision materially similar to the other lease's Paragraph 28. Instead, Yamaoka's lease had the following provision:

> **REMOVAL OF HOME BY LANDLORD**. If LANDLORD is required to remove TENANT'S manufactured home from the lease site for any reason,

[2] Plaintiffs filed a lawsuit in federal court against the Secretary of State challenging the constitutionality of the surety-bond method. We have examined the public records of that case, see *Edwards v Detroit News, Inc*, 322 Mich App 1, 4-5 n 2; 910 NW2d 394 (2017), and the matters at issue in the federal case do not affect our decision here. The parties do not argue that we need consider it and, therefore, we will not address the federal case further.

> including but not limited to, TENANT'S abandonment of the home or LANDLORD'S right to remove the home pursuant to a Writ of Restitution, TENANT shall be responsible for any and all expenses incurred in removing the manufactured home or other property from the leased site.

Aspen-Town treated the mobile home as abandoned. Using the surety-bond method, Aspen-Town applied for, and obtained, a certificate of title for the mobile home. Aspen-Town later transferred the mobile home to a third party.

In February 2019, Yamaoka, Burgett, and Phillips filed a class-action complaint against defendants, alleging statutory conversion, common-law conversion, and unjust enrichment. Briefly stated, plaintiffs allege that, in violation of the Mobile Home Commission Act, defendants had an ongoing practice of converting former tenants' mobile homes by claiming ownership of a mobile home on grounds of abandonment after the owner left the mobile-home park without removing the mobile home from the park. Plaintiffs assert that the surety-bond method is not a permissible means of obtaining title to a mobile home.

Plaintiffs accompanied their complaint with a motion for class certification. In their brief in support of their motion for class certification, plaintiffs define the proposed class as:

> All mobile home owners throughout Michigan who have rented lots in mobile home parks owned or operated by defendants . . . and whose title to their mobile homes were unlawfully converted by Defendants, and will be unlawfully converted by Defendants in the future, through mobile home title applications that contained materially false information that Defendants submitted to the Michigan Department of State, and through surety bonds that Defendants obtained from insurance companies through false pretenses.

On the basis of a search of public records involving mobile-home applications by defendants, plaintiffs estimated a class of 183 members.

The trial court denied the motion for class certification, concluding that plaintiffs failed to demonstrate commonality. Following motions by defendants, the trial court also granted summary disposition to defendants under MCR 2.116(C)(10) with regard to the claims by Burgett and Phillips, concluding that the undisputed facts established that they had abandoned their mobile home. Defendants also sought summary disposition under MCR 2.116(C)(10) with regard to Yamaoka's individual claims, but the trial court denied the motion, concluding that material questions of fact remained regarding whether he intended to abandon the mobile home. With Yamaoka's individual claims the only remaining claims, the trial court granted summary disposition to defendants under MCR 2.116(C)(4) because Yamaoka failed to establish that the amount in controversy exceeded $25,000. Plaintiffs now appeal to this Court.

I. ANALYSIS

A. CLASS CERTIFICATION

On appeal, plaintiffs first argue that the trial court erred by concluding that plaintiffs failed to show commonality and by denying their motion for class certification. A decision whether to certify a class involves both questions of fact and discretionary determinations. *Henry v Dow Chem Co*, 484 Mich 483, 496; 772 NW2d 301 (2009). We review the trial court's factual findings for clear error and the trial court's discretionary decisions for an abuse of discretion. *Id*.

Under MCR 3.501(A)(1), one or more members of a class may sue as representative members on behalf of all members in a class action only if five prerequisites—often referred to as numerosity, commonality, typicality, adequacy, and superiority—are established. *Id*. at 488. The party seeking class certification bears the burden of establishing each of these prerequisites. *Id*. at 500. When ruling on a motion for class certification, "[a] court may base its decision on the pleadings alone *only if* the pleadings set forth sufficient information to satisfy the court that each prerequisite is in fact met." *Id*. at 502. Otherwise, "the court must look to additional information beyond the pleadings to determine whether class certification is proper." *Id*. at 503.

We address commonality first. As explained by this Court:

> To establish commonality, the proponent of certification must establish that issues of fact and law common to the class predominate over those issues subject only to individualized proof. However, it is not sufficient to merely raise common questions. The common contention must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. [*Duskin v Dep't of Human Services*, 304 Mich App 645, 654; 848 NW2d 455 (2014) (cleaned up).]

Stated differently, all class members must have suffered "a common injury that could be demonstrated with generalized proof, rather than evidence unique to each class member." *A & M Supply Co v Microsoft Corp*, 252 Mich App 580, 600; 654 NW2d 572 (2002). Common issues of liability must predominate over other individualized issues. *Id*.

Plaintiffs argue that defendants unlawfully converted their mobile homes and the mobile homes of other purported class members and, thereafter, unlawfully obtained title to their mobile homes. Conversion is "any distinct act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with his rights therein." *Aroma Wines & Equip, Inc v Columbian Distribution Servs, Inc*, 497 Mich 337, 346; 871 NW2d 136 (2015) (cleaned up). Determining whether a specific mobile home was converted would require individualized proofs to establish whether defendants wrongfully exerted dominion over a particular purported class member's mobile home.

In the present case, for example, defendants defend against plaintiffs' claims by arguing that they did not convert plaintiffs' mobile homes because plaintiffs abandoned them. Defendants argue that their contracts with plaintiffs established that plaintiffs abandoned their mobile homes.

A party can relinquish property rights through a contract. See, e.g., *Smith Living Trust v Erickson Retirement Communities*, 326 Mich App 366, 394-395; 928 NW2d 227 (2018). As already discussed, however, Burgett and Phillips' contract differs from Yamaoka's contract in several material respects, including on the question of abandonment. Each purported class member's contract would need to be reviewed, as well as the facts and circumstances of each case, to determine whether the particular member abandoned the property under the parties' specific contract or otherwise under the common law. See *Ludington & Northern R v Epworth Assembly*, 188 Mich App 25, 33; 468 NW2d 884 (1991). The question of whether plaintiffs and the purported class members actually abandoned their mobile homes is central to this case because if they did abandon their mobile homes, then they relinquished any ownership right or interest in the mobile homes. See, e.g., *Sparling Plastic Indus, Inc v Sparling*, 229 Mich App 704, 714; 583 NW2d 232 (1998). Without any ownership right or interest in the mobile homes, plaintiffs and their purported class members cannot challenge how defendants subsequently obtained title to those homes.

Each of these inquiries requires individualized proofs. Indeed, the two leases at issue here differ materially with respect to the issue of abandonment. Thus, individualized proofs preponderate over commonality and the trial court correctly denied plaintiffs' motion for class certification. Because we conclude that the trial court correctly found that the purported class lacked commonality, we decline to address the other four prerequisites for class certification.

B. BURGETT AND PHILLIPS' CLAIMS

With regard to the individual claims by Burgett and Phillips, they argue that the trial court erred by granting summary disposition to defendants under MCR 2.116(C)(10) because there are disputes of material fact regarding whether they abandoned their mobile home. "We review de novo a trial court's decision to grant or deny a motion for summary disposition." *Sherman v City of St Joseph*, 332 Mich App 626, 632; 957 NW2d 838 (2020) (citations omitted). When deciding a motion for summary disposition under MCR 2.116(C)(10), we consider the evidence submitted in a light most favorable to the nonmoving party. *Payne v Payne*, ___ Mich ___, ___; ___ NW2d ___ (2021) (Docket No. 354057), slip op at 4. "Summary disposition is appropriate if there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a matter of law." *Sherman*, 332 Mich App at 632.

The trial court concluded that the lease Burgett and Phillips signed with Apple-Carr barred their conversion claims because it established that they abandoned their mobile home. This issue, therefore, requires us to interpret that contract. "In ascertaining the meaning of a contract, we give the words used in the contract their plain and ordinary meaning that would be apparent to a reader of the instrument." *Rory v Continental Ins Co*, 473 Mich 457, 464; 703 NW2d 23 (2005). "A fundamental tenet of our jurisprudence is that unambiguous contracts are not open to judicial construction and must be enforced as written." *Id*. at 468. Contracts are enforced "according to their unambiguous terms because doing so respects the freedom of individuals freely to arrange their affairs via contract." *Id*.

Paragraph 28 of the contract provides that any property left on the premises after Burgett and Phillips vacated the premises was abandoned:

> **28. Notice of Intention to Vacate or Renew.** At least thirty (30) days before the end of this Lease, Resident shall notify Management in writing that (1) Resident desires to sign a new Lease or (2) Resident and/or his or her home will be vacating the premises or (3) Resident wishes to continue possession of the premises as a month to month tenant under the terms and rest established by Management and allowed by law. In the event that the resident desires to sign a new Lease or desires a month to month tenancy, the Resident's written notice shall indicate the names and relationships of each of the occupants. Notwithstanding anything herein to the contrary, Management shall not be obligated to enter into a new lease with the Resident or to agree to the continuation of possession on a month to month tenancy except as required by law. *Any of the Resident's property at or about the premises at the time the Resident vacates the premises shall be deemed to be abandoned by the Resident, and Resident hereby authorizes Management to dispose of the same as abandoned property.* [Emphasis added.]

The italicized language plainly provides that any property left at the premises after a resident vacates the premises is abandoned. The language is plain and unambiguous and, therefore, we enforce it as written.

Plaintiffs argue that the abandonment provision applies only to circumstances in which the resident voluntarily vacates the premises. While provisions of Paragraph 28 do deal with the situation when a resident voluntarily vacates the premises, there is no language limiting other provisions from dealing with an involuntary situation. Indeed, the italicized language is sufficiently broad to cover both situations.

Under plaintiffs' proposed interpretation, whether property was abandoned would depend on the circumstances in which a resident vacates the premises. For example, under plaintiffs' interpretation, residents who had their requests to renew denied under Paragraph 28 would not be subject to the abandonment provision in Paragraph 28 because they did not voluntarily vacate after giving 30 days' notice. Plaintiffs' narrow interpretation of the term "vacates" in the last sentence of Paragraph 28 does not accord with the plain language of the contract, and it would lead to absurd results, which we strive to avoid when interpreting a contract. See *Hastings Mut Ins Co v Safety King, Inc*, 286 Mich App 287, 297; 778 NW2d 275 (2009).

Moreover, Paragraph 28 cannot be read in isolation; the contract must be considered as a whole. *Royal Prop Group, LLC v Prime Ins Syndicate, Inc*, 267 Mich App 708, 715; 706 NW2d 426 (2005). Elsewhere, in Paragraph 20, the contract also expressly uses the word "vacate" in relation to a resident having to "vacate the premises" following default and eviction proceedings. "When a document repeatedly uses a term or phrase, we assume that it carries the same meaning throughout." *Thiel v Goyings*, 504 Mich 484, 502; 939 NW2d 152 (2019). As used throughout the agreement, "vacate" simply means "to give up the . . . occupancy" of the mobile-home lot. See *Merriam-Webster's Collegiate Dictionary* (11th ed). Considering the contract as a whole, there is no basis for limiting the term "vacates" in the last sentence of Paragraph 28 solely to voluntary situations. Plaintiffs' argument to the contrary lacks merit.

Plaintiffs additionally argue that the contract is illegal because it violates the Mobile Home Commission Act by allowing Apple-Carr to apply for title to their mobile home without being the

mobile home's owner. "Contracts founded on acts prohibited by a statute, or contracts in violation of public policy, are void." *1031 Lapeer LLC v Rice*, 290 Mich App 225, 231; 810 NW2d 293 (2010) (cleaned up). Plaintiffs are correct that the Mobile Home Commission Act includes provisions addressing the transfer of title for a mobile home. See MCL 125.2330; MCL 125.2330a; MCL 125.2330c. Plaintiffs' argument ignores, however, the distinction between abandoning property and selling or transferring property. When property is abandoned, the abandoning party relinquishes all rights and interests in the property, but the party does not necessarily intend to transfer title to any particular person. See *Ludington & Northern R*, 188 Mich App at 33; *Roebuck v Mecosta Co Rd Comm*, 59 Mich App 128, 132; 229 NW2d 343 (1975).[3] Plaintiffs' claims are premised on whether they did or did not abandon their property—i.e., whether plaintiffs retained ownership of their mobile home or, instead, they relinquished any ownership interest in it. This is separate from the question whether, if defendants took possession and ownership of abandoned property, did they then subsequently obtain legal title of that property through proper means. The contract's abandonment provision does not violate the Mobile Home Commission Act because it does not address transfer of title.

Plaintiffs also argue that the contract is unconscionable because it allowed defendants to claim ownership of Burgett and Phillips' mobile home without compensating them.

> In order for a contract or contract provision to be considered unconscionable, both procedural and substantive unconscionability must be present. Procedural unconscionability exists where the weaker party had no realistic alternative to acceptance of the term. If, under a fair appraisal of the circumstances, the weaker party was free to accept or reject the term, there was no procedural unconscionability. Substantive unconscionability exists where the challenged term is not substantively reasonable. However, a contract or contract provision is not invariably substantively unconscionable simply because it is foolish for one party and very advantageous to the other. Instead, a term is substantively unreasonable where the inequity of the term is so extreme as to shock the conscience. [*Clark v DaimlerChrysler Corp*, 268 Mich App 138, 143-144; 706 NW2d 471 (2005) (citations omitted).]

The party seeking to avoid enforcement of the contract bears the burden of proof. *Barton-Spencer v Farm Bureau Life Ins Co of Mich*, 500 Mich 32, 42; 892 NW2d 794 (2017).

Burgett and Phillips argue that they were compelled to rent from Apple-Carr, but they offer no evidence whatsoever that they did not have any realistic alternatives, such as leasing property from a mobile home park other than Apple-Carr. Thus, the contract was not procedurally unconscionable. See *Clark*, 268 at 143-144.

[3] "Although cases decided before November 1, 1990, are not binding precedent, MCR 7.215(J)(1), they nevertheless can be considered persuasive authority." *In re Stillwell Trust*, 299 Mich App 289, 299 n 1; 829 NW2d 353 (2012) (citation omitted).

Substantively, the provision is not so inequitable as to shock the conscience given that it did not leave Burgett and Phillips without alternatives and it did not result in any great advantageous outcome for Apple-Carr. Burgett and Phillips remained free to take the mobile home when they vacated the premises; they also had statutory rights to attempt to sell the mobile home following termination of the tenancy, provided that they paid rent while the mobile home remained on the property, which they made no attempt to do. See MCL 600.5781(b). Fairly considered, the provision as written merely served to provide a remedy for disposition of property that a tenant abandoned. A provision allowing a landlord to dispose of abandoned property left behind on the leased premises, following default by a tenant and the tenant's departure from the premises, does not shock the conscience, particularly in this case when the mobile home does not appear to have significant economic value. Plaintiffs' unsupported claim of unconscionability fails.

Plaintiffs raise additional arguments seeking to avoid the application of Paragraph 28's abandonment provision. Phillips averred in an affidavit that she "did not abandon" the mobile home. This conclusory assertion is belied by the undisputed record evidence that neither she nor Burgett paid the rent due on their lot, they vacated the home, they left the home on the lot, and, prior to filing suit, they took no action to assert possession or continued ownership over the mobile home after vacating it. This constituted abandonment under the parties' agreed-upon lease terms and conditions, and, except in circumstances not present here, parties are free to arrange their affairs by contract, and courts must enforce the contract as written. See *Rory v Continental Ins Co*, 473 Mich 457, 468, 470; 703 NW2d 23 (2005). Burgett and Phillips also argue that the contract is vague and ambiguous, but as we have explained, we find that the contract is clear with respect to the material terms relevant to this dispute. Thus, based on our review of the record, we find no merit in plaintiffs' arguments on appeal with respect to their statutory and common-law conversion claims and, accordingly, we affirm the trial court's grant of summary disposition in favor of defendants on those claims.

Similarly, Burgett and Phillips's unjust enrichment claim fails because they had a contract with Apple-Carr addressing ownership of their mobile home after they vacated the premises. See *Landstar Express America, Inc v Nexteer Auto Corp*, 319 Mich App 192, 204; 900 NW2d 650 (2017). Accordingly, the trial court correctly granted summary disposition to defendants on this claim as well.

C. YAMAOKA'S CLAIMS—CIRCUIT COURT JURISDICTION

Yamaoka asserts that the trial court erred by dismissing his claims under MCR 2.116(C)(4). We review de novo the trial court's decision on a motion for summary disposition under MCR 2.116(C)(4). *Meisner Law Group PC v Weston Downs Condo Ass'n*, 321 Mich App 702, 713; 909 NW2d 890 (2017). Jurisdictional questions present questions of law, which are also reviewed de novo. *Id.*

> MCR 2.116(C)(4) permits a trial court to dismiss a complaint when "[t]he court lacks jurisdiction of the subject matter." A motion under Subrule (C)(4) may be supported or opposed by affidavits, depositions, admissions, or other documentary evidence. MCR 2.116(G)(2). When affidavits, depositions, admissions, or other documentary evidence are submitted with a motion under MCR 2.116(C)(4), they "must be considered by the court." MCR 2.116(G)(5). So,

> when reviewing a motion for summary disposition brought under MCR 2.116(C)(4) that asserts the court lacks subject-matter jurisdiction, the court must determine whether the pleadings demonstrate that the defendant is entitled to judgment as a matter of law, or whether the affidavits and other proofs show that there was no genuine issue of material fact. [*Id*. at 714.]

"[A] party opposing a motion for summary disposition must present more than conjecture and speculation to meet its burden of providing evidentiary proof establishing a genuine issue of material fact." *Id*. at 723 (quotation marks and citation omitted).

"Circuit courts are courts of general jurisdiction, vested with original jurisdiction over all civil claims and remedies 'except where exclusive jurisdiction is given in the constitution or by statute to some other court . . . .' " *Papas v Gaming Control Bd*, 257 Mich App 647, 657; 669 NW2d 326 (2003), quoting MCL 600.605. "The district court has exclusive jurisdiction in civil actions when the amount in controversy does not exceed $25,000.00." MCL 600.8301(1). Thus, in a civil action where the undisputed facts show that the amount in controversy does not exceed $25,000, the circuit court lacks subject-matter jurisdiction. *Meisner Law Group*, 321 Mich App at 714-715.

"A court's subject-matter jurisdiction is determined only by reference to the allegations themselves, not the subsequent proceedings." *Luscombe v Shedd's Food Prod Corp*, 212 Mich App 537, 541; 539 NW2d 210 (1995). The prayer for relief determines the amount in controversy unless the pleadings were made in bad faith. *Hodge v State Farm Mut Auto Ins Co*, 499 Mich 211, 221-224; 884 NW2d 238 (2016). "When there is a complaint that asserts damages in excess of $25,000 but the affidavits, depositions, admissions, or other documentary evidence show without dispute that that amount could not be proved, the complaint would essentially be one pleaded in bad faith." *Meisner Law Group*, 321 Mich App at 720 (cleaned up).

Neither party disputes that, when considering whether the trial court had subject-matter jurisdiction over Yamaoka's claims, we do not aggregate his claims with the claims of Burgett and Phillips. See, e.g., *Michigan Head & Spine Institute PC v Auto-Owners Ins Co*, ___ Mich App ___, ___; ___ NW2d___, ___ (2021) (Docket No. 354765), slip op at 2-4; and *Boyd v Nelson Credit Ctrs, Inc*, 132 Mich App 774, 780-781; 348 NW2d 25 (1984). Thus, we look solely to what Yamaoka has claimed in good-faith with respect to the amount in controversy.

In the amended complaint, Yamaoka alleges that defendants converted his mobile home. He seeks damages based on the value of the mobile home at the time that defendants took possession of it, including treble damages under MCL 600.2919a(1) as well as "court costs, including all costs related to the class, notice to the class, administration of claims and damages, etc., and reasonable attorney fees."

The parties disagree about the value of the mobile home. There is significant discussion by the parties based on valuations from the National Automobile Dealers Association (NADA) mobile-home value report. We find these discussions to be speculative and unhelpful, as these valuations are not in the pleadings and there is very little in the record with respect to the condition of this mobile home, the amenities in this home, the quality and condition of the amenities, the applicability of the NADA report to this home, whether depreciation is reasonably accounted for,

etc. Moreover, we remain mindful that our subject-matter jurisdiction review is focused on the pleadings, and we look to the factual record developed during discovery with respect to whether the plaintiff pleaded in bad faith. *Meisner Law Group*, 321 Mich App at 720.

Generally speaking, a reasonable value for real and personal property is the sale price, assuming no material changes in condition of the property, etc. See *Mackey v Dep't of Human Servs*, 289 Mich App 688, 699; 808 NW2d 484 (2010); *Willis v Ed Hudson Towing, Inc*, 109 Mich App 344, 350; 311 NW2d 776 (1981). Here, although Yamaoka alleges that he purchased the mobile home in the spring of 2016 for $10,000, the certificate of assignment that he attached to his amended complaint confirms that the sale price was $5,000. It is this latter value that we will use to determine whether Yamaoka has pleaded the jurisdictional amount.

Under the statutory-conversion statute, a successful plaintiff "may recover 3 times the amount of actual damages sustained, plus costs and reasonable attorney fees." MCL 600.2919a(1). Thus, if Yamaoka was successful on this claim, he could recover $15,000 in damages, plus costs and reasonable attorney fees. While ordinarily the amount in controversy is calculated exclusive of interest, fees, and costs, *Hodge*, 499 Mich at 223-224, there are circumstances in which interest, fees, and costs are included, *ABCS Troy, LLC v Loancraft, LLC*, ___ Mich App ___, ___; ___ NW2d ___ (2021) (Docket No. 349835); slip op at 1, 7-8 (holding that contractual attorney fees are an element of damages for purposes of the amount in controversy); *Peters v Gunnell, Inc*, 253 Mich App 211, 224 n 10; 655 NW2d 582 (2002) (noting that "while costs and attorney fees generally are not considered part of an amount in controversy, the statute at issue expressly provides for attorney fees and costs").

With that said, Yamaoka has not asserted on appeal that the amount in controversy includes reasonable attorney fees, nor has he provided an estimate of such fees, and the interest that he contends should be included in the amount in controversy is less than $1,000. Thus, even if the interest that Yamaoka believes should be included is taken into account, the amount in controversy on Yamaoka's statutory-conversion claim is less than $16,000. Furthermore, while a plaintiff can aggregate two or more separate claims to reach the threshold, *Michigan Head & Spine Institute PC* ___ Mich App at ___; slip op at 2-4, Yamaoka does not argue that he would be entitled to damages for common-law conversion or unjust enrichment in addition to those for statutory conversion.

Nor can Yamaoka rely on other prayers for relief in his amended complaint to establish subject-matter jurisdiction. This is not a class-action suit, as explained earlier, and therefore jurisdiction cannot hinge on class allegations in the amended complaint. See *Dix v Am Bankers Life Assur Co of Fla*, 429 Mich 410, 420; 415 NW2d 206 (1987). As for declaratory relief, a district court can grant such relief in appropriate circumstances, notwithstanding plaintiff's argument to the contrary. See MCL 600.8101(1); MCL 600.8315; MCR 2.605(A). Finally, with respect to both declaratory and injunctive relief, such relief is intended to guide future conduct, *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 8-9; 753 NW2d 595 (2008); *UAW v Central Mich Univ Trustees*, 295 Mich App 486, 495; 815 NW2d 132 (2012), and there are no plausible allegations that such relief would be appropriate with respect to defendants' conduct vis-à-vis Yamaoka, and Yamaoka cannot pursue the rights of others with respect to future conduct, *Pontiac Fire Fighters Union Local 376*, 482 Mich 1, 8-9. Accordingly, the trial court did not err in granting summary disposition to defendants under MCR 2.116(C)(4).

III. CONCLUSION

For the reasons stated in this opinion, we affirm the trial court's order denying plaintiffs' motion for class certification. Similarly, we affirm the trial court's grant of summary disposition under MCR 2.116(C)(10) with respect to the claims of Burgett and Phillips as well as its grant of summary disposition under MCR 2.116(C)(4) with respect to the claims of Yamaoka. Having prevailed in full, defendants may tax costs. MCR 7.219.

/s/ Michael F. Gadola
/s/ Brock A. Swartzle
/s/ Thomas C. Cameron