

**FROM THE COMMITTEE ON
MODEL CIVIL JURY INSTRUCTIONS**

The Committee has adopted the following new model civil jury instructions effective January 23, 2020.

ADOPTED

**M Civ JI 143.01
Commission—Defined**

The term “commission” means compensation accruing to a sales representative for payment by a principal, the rate of which is expressed as a percentage of the amount of orders or sales or as a percentage of the dollar amount of profits.

Comment

MCL 600.2961(1)(a).

History

Adopted January 2020.

**M Civ JI 143.02
Principal—Defined**

The term “principal” means a person that either: manufactures, produces, imports, sells, or distributes a product in this state; or contracts with a sales representative to solicit orders for or sell a product in this state.

Comment

MCL 600.2961(1)(d). “Person” is defined in MCL 600.2961(1)(b).

History

Adopted January 2020.

**M Civ JI 143.03
Sales Representative—Defined**

The term “sales representative” means a person who contracts with or is employed by a principal for the solicitation of orders or sale of goods and is paid, in whole or in part,

by commission. Sales representative does not include a person who places an order or sale for a product on his or her own account for resale by that sales representative.

Comment

MCL 600.2961(1)(e). "Person" is defined in MCL 600.2961(1)(b).

History

Adopted January 2020.

M Civ JI 143.10

Payment of Commissions Due At The Time of Contract Termination

The Sales Representatives' Commissions Act requires all commissions that are due at the time of termination of a contract between a sale representative and a principal to be paid within 45 days after the date of termination.

Comment

MCL 600.2961(4).

History

Adopted January 2020.

M Civ JI 143.11

Payment of Commissions That Become Due After Contract Termination

The Sales Representatives' Commissions Act requires commissions that become due after the contract termination date to be paid within 45 days after the date on which the commission became due.

Comment

MCL 600.2961(4).

History

Adopted January 2020.

M Civ JI 143.12

When Commissions Become Due

The terms of the contract between the principal and sales representative determines when a commission becomes due.

If the time when the commission is due cannot be determined by a contract between the principal and sales representative, the past practices between the parties shall control or, if there are no past practices, the custom and usage prevalent in this state for the business that is the subject of the relationship between the parties.

Comment

MCL 600.2961(2) and (3).

History

Adopted January 2020.

M Civ JI 143.20

Failure to Pay Commissions Due At Time of Termination

Your verdict will be for [sales representative] if you find by a preponderance of the evidence that: (1) commissions were due at the time of termination of the contract between [sale representative] and [principal] and (2) [principal] failed to pay those commissions after the date of termination. Otherwise, your verdict will be for [principal].

Comment

MCL 600.2961(4).

History

Adopted January 2020.

M Civ JI 143.21

Failure to Pay Commissions Due After Termination

Your verdict will be for [sales representative] if you find by a preponderance of the evidence that: (1) commissions became due after the termination of the contract between [sale representative] and [principal] and (2) [principal] failed to pay those commissions. Otherwise, your verdict will be for [principal].

Comment

MCL 600.2961(4).

History

Adopted January 2020.

M Civ JI 143.22

Actual Damages / Intentional Failure to Pay Commissions When Due

If your verdict is for [sales representative], then you shall award [sales representative] the actual damages caused by the failure to pay the commissions when due.

In addition, you must determine whether [principal] intentionally failed to pay the commissions when due. If you find by a preponderance of the evidence that [principal] intentionally failed to pay the commissions when due, then you shall award [sales representative] an amount in addition to actual damages. That additional amount shall be the lesser of: (1) two times the amount of commissions due but not paid as required; or (2) \$100,000.00.

Comment

MCL 600.2961(5).

History

Adopted January 2020.

The Michigan Supreme Court has delegated to the Committee on Model Civil Jury Instructions the authority to propose and adopt Model Civil Jury Instructions. MCR 2.512(D). In drafting Model Civil Jury Instructions, it is not the committee's function to create new law or anticipate rulings of the Michigan Supreme Court or Court of Appeals on substantive law. The committee's responsibility is to produce instructions that are supported by existing law.

The members of the Committee on Model Civil Jury Instructions are:

Chair: Hon. Mark T. Boonstra

Reporter: Timothy J. Raubinger

Members: Benjamin J. Aloia; Matthew Aneese; Robert L. Avers; Hilary A. Ballentine; Hon. Annette Jurkiewicz-Berry; Hon. Kathleen A. Feeney; William B. Forrest, III; Hon. Michael F. Gadola; Donald J. Gasiorek; James F. Hewson; Hon. Michael L. Jaconette; Amy M. Johnston; Hon. Amy Ronayne Krause; Hon. Charles T. LaSata; C. Thomas Ludden; Daniel J. Schulte; Judith A. Susskind; Emily Thomas; Thomas Van Dusen; Thomas W. Waun.