

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

RELIABLE LANDSCAPING, INC.,

Plaintiff,

v

Case No. 19-172152-CB
Hon. Martha D. Anderson

**LL CUSTOM CONTRACTING OF MICHIGAN,
INC., ET AL.,**

Defendants.

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OPINION AND ORDER REMOVING CASE FROM BUSINESS COURT

On February 27, 2019, Plaintiff filed its Complaint on allegations that Defendants have breached the parties' agreement for residential landscaping services by failing and refusing to pay for the labor and materials provided by Plaintiff. Contemporaneous with the filing of the Complaint, Plaintiff filed a Notice of Assignment to the Business Court, claiming that this is a business or commercial dispute because "one or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers, shareholders, members of a limited liability company or a similar business organization, directors, officers, agents, employees, suppliers, guarantors of a commercial loan, or competitors, and the claims arise out of those relationships." See MCL 600.8031(1)(c)(ii).

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). Although this matter appears to fall within the definition of a business or commercial dispute under MCL 600.8031(1)(c)(i), the statute excludes certain types of disputes from business court jurisdiction.

Pursuant to MCL 600.8031(3)(k), business or commercial disputes expressly exclude “[l]and contract, mortgage, construction, and condominium lien foreclosure matters and actions involving the enforcement of condominium and homeowners associations governing documents.” As indicated in Paragraph Seven of the Complaint, “[t]his action is for lien foreclosure of property.” The Court notes further that Count I of the Complaint seeks lien foreclosure. Consequently, this matter is excluded from business court jurisdiction. Even though Plaintiff has asserted other claims including a breach of contract claim, the Court notes that this type of case – involving the foreclosure of a residential construction lien - was not contemplated or intended by the business court statute, MCL 600.8031 *et seq.*, to fall within the definition of a business or commercial dispute to qualify for business court jurisdiction.

For 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.

IT IS SO ORDERED.

March 14, 2019
Date

/s/ Martha D. Anderson
Hon. Martha D. Anderson
Circuit Court Judge