

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

**ANTHONY HALL,**

**Plaintiff,**

v

**Case No. 2019-173139-CB**  
**Hon. Martha D. Anderson**

**SHAWN LINDBLOM,**

**Defendant.**

\_\_\_\_\_ /

**OPINION AND ORDER REMOVING CASE FROM BUSINESS COURT**

On April 9, 2019, Plaintiff filed the present Complaint on allegations that Defendant has breached the parties' contract that governed the dissolution of their partnership companies.<sup>1</sup> The Court observes that Plaintiff has not filed a Notice of Assignment to the Business Court in this matter, however, Plaintiff does state on the face of the Complaint that this case meets the definition of a business court case as it involves former business partners.

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.

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<sup>1</sup> According to Plaintiff's Complaint, the parties were partners in a Georgia company called ISG Resources, LLC, which is in the process of dissolving and a company called Northern Holdings, LLC, which has sold its assets and no longer operates. See Paragraph 5 of the Complaint.

- (ii) An action in which 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.
- (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.  
MCL 600.8031(1)(c).

In this case, Plaintiff has not provided any factual allegations within the Complaint to support the assertion that this action qualifies as a business or commercial dispute under any of the provisions set forth above. The Court notes that neither a business enterprise nor a nonprofit organization has been named in this lawsuit. Rather, the individual Plaintiff has initiated litigation against the individual Defendant on the claim that Defendant has breached the parties' Dissolution Agreement.

As such, the Court finds that this action does not qualify as a business or commercial dispute as defined by MCL 600.8031(1)(c) and MCL 600.8035(1). For these reasons, this action is excluded from business court jurisdiction and the Court orders the case to be coded CZ and assigned to the general civil docket.

**IT IS SO ORDERED.**

April 25, 2019  
Date

/s/ Martha D. Anderson  
Hon. Martha D. Anderson  
Chief Circuit Judge Pro Tem