

STATE OF MICHIGAN

MACOMB COUNTY CIRCUIT COURT

THOMAS HOSPITALITY GROUP,
INC., a Michigan corporation,

Plaintiff,

vs.

Case No. 2014-2406-CZ

MORNING STAR GROUP, INC.,
a Michigan corporation,

Defendant.

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OPINION AND ORDER

Defendant Morning Star Group, Inc. has filed a motion for reconsideration of the Court's April 13, 2015 Opinion and Order granting Plaintiff's motion for summary disposition.

In the interests of judicial economy the factual and procedural statements set forth in the Court's April 13, 2015 Opinion and Order are herein incorporated.

Standard of Review

Motions for reconsideration must be filed within 21 days of the challenged decision. MCR 2.119(F)(1). The moving party must demonstrate a palpable error by which the Court and the parties have been misled and show that a different disposition of the motion must result from correction of the error. MCR 2.119(F)(3). A motion for reconsideration which merely presents the same issue ruled upon by the Court, either expressly or by reasonable implication, will not be granted. *Id.* The purpose of MCR 2.119(F)(3) is to allow a trial court to immediately correct any obvious mistakes it may have made in ruling on a motion, which would otherwise be subject to correction on appeal but at a much greater expense to the parties. *Bers v Bers*, 161 Mich App

457, 462; 411 NW2d 732 (1987). The grant or denial of a motion for reconsideration is a matter within the discretion of the trial court. *Cole v Ladbroke Racing Michigan, Inc*, 241 Mich App 1, 6-7; 614 NW2d 169 (2000).

Arguments and Analysis

In its motion, Defendant contends that it should not be bound under the Agreement because its board of directors did not authorize Mr. Salem to execute the Agreement. However, as set forth in the April 13, 2015 Opinion and Order, the sole member of Defendant's board, Mrs. Salem, was involved throughout the negotiation process, was aware of the Agreement's terms, and stood by while her husband executed the Agreement. Based upon the facts and circumstances surrounding the preparation and execution of the Agreement, the Court is convinced that Defendant is estopped from contesting whether it is bound by its terms. Consequently, the Court is satisfied that Defendant's position is without merit.

In addition, Defendant once again contends that Plaintiff is not entitled to recover its commission because it did not find a seller/lessee prior to Defendant's actions/inaction making Plaintiff's ability to complete its responsibilities under the Agreement impossible. Defendant's position has already been raised and addressed. A motion for reconsideration which merely presents the same issue ruled upon by the Court, either expressly or by reasonable implication, will not be granted. MCR 2.119(F)(3). For the reasons set forth in the April 13, 2015 Opinion and Order, the Court remains convinced that Defendant's position is without merit.

Conclusion

Based upon the reasons set forth above, Defendant's motion for reconsideration of the Court's April 13, 2015 Opinion and Order is DENIED. This Opinion and Order neither resolves the last claim nor closes the case.

IT IS SO ORDERED.

/s/ John C. Foster
JOHN C. FOSTER, Circuit Judge

Dated: May 19, 2015

JCF/sr

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