STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

HAPPY LITTLE TREE COMPANY, LLC,

Plaintiff/Counter-Defendant,

v

PROFESSIONAL PROPERTY DEVELOPMENT, LLC, a Michigan limited liability company, GOOD DEAL PROPPERTY'S, LLC, a Michigan limited liability company, and ANDRIJA MARKOVIC, an individual, jointly and severally,

Defendants/Counter-Plaintiffs.
_____/

No. 17-777-CB

FINDINGS OF FACT AND CONCLUSIONS OF LAW

At a session of said Court held in Lansing, Ingham County, Michigan, on January 7, 2020

PRESENT: Honorable Joyce Draganchuk
Circuit Judge

This was a bench trial that was taken under advisement for issuance of written findings of fact and conclusions of law. The parties also requested the opportunity to file post-trial briefs after a transcript of the trial was prepared.

Plaintiff's First Amended Complaint has six counts: Count I (breach of commercial lease), Count II (promissory estoppel), Count III (fraudulent misrepresentation), and Count IV (negligent/innocent misrepresentation), Count V (unjust enrichment), and Count VI (Michigan Anti-Lockout Law). Partial summary disposition was granted on Count I

(breach of lease), with the Court ruling that Good Deal Propperty's, LLC[1] (Good Deal) breached the lease by not performing repairs to the premises within the time frames set forth in the lease. The Counter-Claim consists of claims for breach of lease and fraud.

The Court has considered the testimony of all witnesses and the exhibits admitted into evidence. The Court has assessed credibility of witnesses and has applied the standard of proof by a preponderance of the evidence to the Plaintiff for the allegations in the First Amended Complaint and to the Defendants[2] for the allegations in the Counter-Claim.

Background facts

Plaintiff is a limited liability company formed for the purposes of owning and subleasing commercial marijuana growing facilities. It was originally formed by four individuals, Tom Blasen, Tim Brogan, John Bassett, and Pete Poletes. The latter two individuals were, during the times at issue in this case, licensed caregivers under the Michigan Medical Marijuana Act (Plaintiff's Ex. 23).

Plaintiff's business plan was to lease a location that it could then sublet to the two licensed caregivers. The licensed caregivers would then operate out of the premises. Despite being formed in 2014 or 2015, Plaintiff never conducted any business because a suitable location could not be found. Brogan looked at properties, but they were either too big or too expensive. Then Brogan's brother introduced him to Defendant Adrija Markovic. Markovic, through his single-member limited liability company Professional Property Development, LLC (Professional Property), had purchased a commercial

[1] This is how it is misspelled in the case caption.
[2] For ease of reference, the Defendants will be referred to collectively as Defendants except when it is necessary to distinguish them individually.

building at tax auction that was in total disrepair. Despite the state of the premises, it was otherwise suitable for Plaintiff's purposes.

On April 28, 2017, Plaintiff entered into a Commercial Lease Agreement with Good Deal Properties, LLC (Plaintiff Ex. 1). Good Deal was also a single-member limited liability company owned by Markovic and used to manage the rental properties owned by Professional Property.

The lease contained provisions for the landlord, Good Deal, to make repairs to the premises on a timetable of 15, 30, and 45 days from the date of execution of the lease and further provided that the term would only commence upon completion of the repairs. It also provided that Plaintiff would pay up to $9,000 as advance rent, as requested by Good Deal, for materials and labor.

Plaintiff paid $7,000 to Good Deal on May 5, as requested by Markovic (Plaintiff Ex. 2). Throughout the month of June, Brogan purchased paint and other supplies to get the property into shape (Plaintiff Ex. 7). However, from May 16 to August 2, Brogan and Markovic texted back and forth about the on-going state of repairs (Plaintiff Ex. 3). Although Markovic maintained that he had completed all the repairs, his own text messages reveal that he was still working on them beyond the 45-day deadline. On August 15, 2017, Brogan wrote a note to Markovic that listed a number of outstanding issues surrounding the property, including some of the repairs that were still required under the terms of the lease (Plaintiff's Ex. 4).

Despite the timelines having come and gone, Brogan still wanted to lease the building for Plaintiff's operations, but he had become increasingly frustrated with Markovic's inaction. Although Brogan offered to have the roof repaired himself, Markovic

refused and indicated that he could do it cheaper. Brogan met with Markovic on September 16, 2017, again in an effort to come to a resolution. At that meeting, Brogan even offered to purchase the property for $250,000, but Markovic declined.

Unbeknownst to Brogan or Markovic, at the time that the lease was signed, the City of Lansing had a moratorium in place that halted the creation of new medical marijuana establishments (Plaintiff's Ex. 22). David Vincent worked for Lansing Code Enforcement up to 2018 and he had known Markovic for many years. In late August, 2017, Vincent mentioned to Markovic that he thought there was a moratorium in place and suggested that he contact someone with knowledge. Markovic investigated and discovered that there was a moratorium in place that he believed would prevent Plaintiff from operating out of the premises under the Medical Marijuana Act.

Markovic presented this new information to Brogan and informed him that he could not start operations out of the premises and that Markovic was unwilling to sell the building to Brogan. Markovic informed Brogan that he would have to decide whether he wanted to "continue paying rent" while not being able to use the premises or they would have to come to terms on terminating the lease. Brogan was upset and declined either option, maintaining that Markovic owed him lost profit damages of $70,000.

On September 17, 2017, the City of Lansing lifted the moratorium on new medical marijuana establishments and allowed them in areas zoned for light industrial use, which would have qualified the premises for medical marijuana. Markovic was never aware that the moratorium had been lifted and testified that he remained unaware until trial when he was shown the City Council Minutes reflecting the Ordinance that passed (Plaintiff's Ex. 11).

Brogan had keys to the building and continued to access it until the end of February or the first part of March, 2018, when he found he could not access the premises because the locks had been changed. Markovic leased the premises to a new tenant as of May 1, 2018.

Breach of Lease: Complaint and Counter-Claim

Plaintiff takes issue with Defendants' counter-claim for breach of lease because, Plaintiff says, the Court already ruled that Defendants breached the lease. The Court did indeed rule that Defendants breached the lease by failing to make repairs on time, but issues of fact remained as to Defendants' claims that Plaintiff was the *first* to breach and whether Defendants' breach was material. Defendants' arguments in that regard are that the Plaintiff committed the first material breach by failing to pay rent, taxes, utilities, and insurance and that Defendant's failure to make repairs on time was not material because the moratorium prevented the property from being used as intended anyway.

First, Defendants maintain that Plaintiff breached by failing to pay rent, taxes, utilities, and insurance. Several sections of the lease must be examined in order to address Defendants' arguments.

Section 3 – **TERM OF LEASE**:

> The term shall commence upon the completion of the acts required in paragraph 31(e) ____ day of _____, 2017, or such earlier date as mutually agreed upon by both Lessor and the Lessee, and terminate on the ____ of ____, 2019, a term of Two year, such premises to be used by the Lessee for growing, testing, processing, cultivating Marihuana or other agreed use between Lessor and Lessee.

Section 4 – **RENT PAYABLE**:

The Lessee agrees and promises to pay One Thousand Five Hundred Dollars and 00/10 per month ($1,500.00) in monthly rental installments for the Demised Premises as follows:
1500.00 per month during the initial term of the Lease.

Up to $9000 Shall be paid in rent in advance and is to be applied as a rental credit. Said sums shall be paid as requested by Lessor for materials and labor.

The monthly rental payments are due on the First (1) day of each month during the term of this lease agreement or any extension thereof.

Section 8 – **UTILITIES**:

Lessee agrees to pay promptly when due all charges made against the premises for all utilities (EXCEPT WATER) during the term of this lease. Utilities shall be placed in Lessee's name as of the date of the commencement of this lease.

Section 18 – **TAXES AND INSURANCE**:

Lessee shall pay bi-annually its proportionate share (22.5%) of real estate taxes and all special assessments levied or assessed against Demised Premises payable from date of occupancy and during the term of lease for Demised Premises.

Section 19 – **INSURANCE:**

Lessee agrees to carry minimum of $1,000,000.00 public liability insurance and a minimum of $1,000,000.00 property damage insurance protecting both Lessor and Lessee as their respective interest may appear. A copy of said insurance policy shall be provided by Lessee.

Lessor Section 31 – **OTHER PROVISIONS: ADDENDUM #1 incorporated by reference**

Lessor Section 32 – OTHER PROVISIONS: ADDENDUM #1 incorporated by reference

E. The Lease shall commence within 30 days or earlier of the execution of this Lease Agreement upon the Lessor completing the following requirements:

1. The following within 15 days of execution date;
    a. Lessor to remove all contents within the premises
    b. panel all windows

2. The following within 30 days of execution date;
    a. installation of roof
    b. remove all [debri] on outside of premises
    c. test and repair heating system
    (Lessee shall supply paint at their cost)
3. The following within 45 days of execution date
    a. power wash ceilings, floors and walls, Paint interior of premise

F. Failure of Lessor to perform timely all conditions above are grounds for [for] terminating this agreement and Lessor agrees to return to Lessee all prepaid rent and damages sustained by Lessee.

Reading the lease as a whole, as must be done, it can be summarized as obligating the landlord to make certain repairs and improvements before the term, or occupancy, of the lease would begin. Upon occupancy, the tenant would be obligated to pay monthly rent and pay taxes, utilities, and insurance. Support for that interpretation of the lease comes from Section 3, which explicitly provides that the term shall not commence until the repairs listed in the Addendum are completed. Section 4 provides that rent is due only during the term of the lease. Section 18 makes taxes payable only from the date of occupancy. Section 8 provides for utilities to be placed in tenant's name only upon commencement of the lease, which again does not occur until the landlord has completed the Addendum 1 repairs.

Defendants' argument that the lease commenced 30 days after execution is directly at odds with Section 3 and Addendum #1, both of which expressly condition the commencement of the lease with the landlord's completion of the repairs. While occupancy and the obligation to pay rent did not commence until the repairs were completed, the repairs were nonetheless an obligation under the lease to be performed by landlord and to entitle Plaintiffs to damages and refund of pre-paid rent if breached.

The Court previously ruled that the Defendants failed to make the required repairs within the timeframes of the lease. Such a failure is a breach of the lease. The Court now rules that there is no breach of the lease by Plaintiff's non-payment of rent because the term of occupancy, and corresponding obligation to pay rent, never began. There was no obligation to pay taxes, utilities, and insurance for the same reason.

Plaintiffs have proved by a preponderance of the evidence that Defendants committed the first and only breach of the lease.

Next, Defendants argue that any breach in failing to make repairs was not material because there was a moratorium on marijuana businesses that was in place at the time the lease was signed.[3] This argument is also rejected to two reasons. First, the moratorium was lifted on September 7, 2017. As late as three weeks before the moratorium was lifted, at least some of the repairs had still not been completed. As shown in Defendants' Ex. R, Brogan wrote to Markovic on August 15, 2017 saying "We need to come to Resolution Today concerning the following issues Between us." Among the items he then listed are finishing the roof without leaks, windows secured on the outside, and test and repair heating system – all obligations in Addendum #1 of the lease. Moreover, Markovic testified at trial that he did not get the roof to stop leaking until October, 2017.[4] So despite having missed the time deadlines in the lease, Plaintiff was still trying to get Defendants to complete the repairs right up to the time the moratorium was lifted and the roof did not stop leaking until after the moratorium was lifted. The

[3] In a related argument, Defendants note in a footnote to their brief that the lease was void as being for an illegal purpose. The Court rejects that argument. The moratorium was a temporary hold on new marijuana businesses. A temporary hold on new businesses does not make a proposed new business illegal.
[4] Markovic's claim that the lease only required him to install a roof and not a roof that doesn't leak is too preposterous to address.

moratorium did not defeat the materiality of the repairs because the moratorium was lifted and the plan for the premises could have still come to fruition.

Second, the lease provides in Section 3 that the premises will be used for cultivating marijuana or other agreed use between the parties. Had Defendants made the repairs that were contracted for in the lease in a timely fashion, the moratorium still did not prevent Plaintiff from using the premises for some other agreed use.

Damages

Plaintiff claims as damages its prepaid rent payment of $7,000 plus its additional contribution toward repairs in the amount of $11,704.07. Plaintiff also claims lost profits of $514,808.75 or, alternatively, in an amount not less than $220,156.75, and attorney fees in the amount of $44,501.75.

The Court will address the request for attorney fees summarily first. Attorney fees are not awardable unless there is a statute, court rule, or common law exception that provides for them. *Dessart* v *Burak*, 470 Mich 37; 678 NW2d 615 (2004). Plaintiff has pointed to no such authority for an award of attorney fees. A contract may provide for an award of attorney fees, but there is no provision in this lease for attorney fees. Plaintiff is not entitled to attorney fees.

The request for lost profits is based on the expert testimony of Dan Warmels. Warmels is an accountant and an expert in business valuation. He evaluated Plaintiff's prospective business of subleasing the premises to caregivers. He spoke over the phone to the two caregivers that Plaintiff was intending to sublease to and he spoke to marijuana experts.

He calculated $10,438 in lost profits from August 2017 through December 2018 based on the law as it existed at the time that would allow caregivers to provide to their clients. Although the lease began in April 2017, he calculated no revenue until August to allow for a time period where repairs were to be made to the building before it could be used.[5] He did a separate analysis for the time period from January to March, 2019, based on the change in the law that allowed caregivers to sell their overages. Those lost profits were $43,200. Finally, for the time period April, 2019 to March 2021, he calculated lost profits of $416,669 representing profits under the law that would allow growers' licenses (Plaintiff's Ex. 9).

Damages recoverable for breach of contract are those that arise naturally from the breach or those that were reasonably in the contemplation of the parties at the time the contract was made. *Kewin* v *Massachusetts Mut Life Ins Co*, 409 Mich 401, 414; 295 NW2d 50, 52–53 (1980). Lost profits may be recoverable as damages if they were reasonably in contemplation of the parties at the time the contract was made.

Defendants argue that there was no language, condition, provision or even a mention of lost profits as an element of damages in the lease. Such express language or mention of lost profits is not necessarily required. The rule is that lost profits must be *reasonably* said to have been in contemplation of the parties at the time the contract was made. In *Lawrence* v *Will Darrah & Associates, Inc*, 445 Mich 1, 516 NW2d 43 (1994), an insurance policy on a truck used for commercial purposes was sufficient to establish that lost profits were reasonably within the contemplation of the parties at the time the

[5] This allowed for four months to complete the repairs and get the building in order despite the lease providing that the repairs would have to be done within 45 days or else Plaintiffs could have terminated the lease and obtained damages at that point.

truck was insured. Here, the premises was being rented for a commercial purpose. It can reasonably be said that lost profits would have been in contemplation of the parties at the time the lease was signed.

Defendants argue that since Plaintiff had never engaged in business, it is entirely too speculative to assess what profits it could have made in the marijuana business. However, a newly started business *may* recover anticipated lost profits for breach of a contract or lease. The issue is simply one of sufficiency of proof.[6] *Fera* v *Vill Plaza, Inc*, 396 Mich 639, 643; 242 NW2d 372, 373-374 (1976).

While the Court does not reject out-of-hand the Plaintiff's claim for lost profits, it does agree with Defendants that ultimately the evidence in this case is not sufficient to prove lost profits. Plaintiffs were going to sublease to caregivers who would be doing the growing and selling of the marijuana. Other than speaking to two caregivers on the phone, Mr. Warmels did no further investigation to verify that these caregivers were in fact viable, that they had a real client base, that they had necessary equipment and skill levels. Mr. Warmels asked them how much marijuana was needed to treat their patients, but this fails to account for whether they would maintain their maximum number of patients allowed and what the particular needs of each patient were as well as whether those needs would change over time. Plaintiff need not necessarily have conducted this type business before to claim lost profits, but in this case the caregivers allegedly had some

[6] Defendants cite *The Vogue* v *Shopping Centers, Inc*, 58 Mich App 421, 228 NW2d 403 (1975), in support of its argument that a history of lost profits is important before a trier of fact can even consider lost profits. In the case cited by Defendants, the judge let the issue of lost profits for a never-before operated business go to the jury and the Court of Appeals reversed. However, Defendants have incorrectly cited this case. The Court of Appeals was subsequently reversed by the Supreme Court in *The Vogue* v *Shopping Centers, Inc*, 402 Mich 546, 266 NW2d 148 (1978). The Supreme Court applied the established rule that such damages may be shown in some cases and that it is a matter for the trier of fact.

history. Mr. Warmels' failure to verify their track record or investigate it in depth is fatal to the claim for lost profits.

Although the parties may have reasonably contemplated lost profits at the time the lease was made, Mr. Warmels' analysis included profits based on changes to the law that nobody could have known about when the lease was made. Even if most people sensed change was coming, Mr. Warmels' analysis becomes all that much more speculative when it extends to profits that even the established caregivers – or for that matter, anyone else – had ever experienced.

Likewise, Mr. Warmels' attempt to cover all bases by valuing an automotive storage business is also unpersuasive. The lease does potentially allow the premises to be used for something other than growing marijuana, but such a use must be agreed upon by the parties. It cannot reasonably be said that the parties contemplated profits from an automotive storage business when they signed the lease. Moreover, even when the delay in repairs stretched into months, Brogan never even so much as hinted at wanting to use the property for automotive storage and automotive storage was not the purpose for which Plaintiff entity was formed. Likewise, Markovic testified that in one of their meetings, he discussed the proposition of Plaintiff paying rent without using the premises or else terminating the entire agreement. Automotive storage was not on the landlord's mind either. Although other uses were potentially allowed under the lease, that is not a sufficient basis upon which to award lost profits.

Anti-Lockout Statute

Plaintiff claims an illegal lock-out under MCL 600.2918(2)(c). Markovic testified that he changed the locks on the premises in April, 2018 because he had received no rent payments. The anti-lockout statute protects a tenant's possessory interest in a premises and treats the landlord's changing of locks as an interference with that interest. Defendants claim an exception under the law where the owner believes in good faith that the tenant has abandoned the premises and, after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is unpaid. MCL 600.2918(3)(c).

Good Deal has met none of the requirements of the exception. Markovic had no good faith belief that Plaintiff had abandoned the premises and made absolutely no diligent inquiry. The last conversation Markovic described having with Brogan was the one in which Brogan declined to come to terms on terminating the lease. Furthermore, Markovic described no action taken by him to inquire of Plaintiff's intentions prior to Marcovic putting a new lock on the premises. Finally, as discussed above, rent was not due until the term began and the term did not begin until the repairs were done. The rent was not unpaid.

Damages under the anti-lockout statute are actual damages or $200, whichever is greater. Plaintiff reverts to the lost profit argument to claim it is entitled to $470,370 in actual damages under the anti-lockout statute. The Court rejects lost profit damages in this case for the reasons already stated. Plaintiff is entitled to $200 in damages for the unlawful lockout.

Promissory Estoppel

Promissory estoppel is an equitable remedy available when there is no remedy at law. There is a written, enforceable contract in this matter and, as such, Plaintiff has a remedy at law. There is no basis for any damages based on promissory estoppel.

Unjust enrichment

Unjust enrichment requires receipt of a benefit by the defendant from the plaintiff that would result in inequity were the defendant allowed to keep it. *Barber* v *SMH (US), Inc*, 202 Mich App 366, 375; 509 NW2d 791 (1993). The only proper remedy for unjust enrichment is restitution to correct for the benefit received by defendant. *Wright* v *Genessee Co*, 504 Mich 410, 422, 934 NW2d 805, 811 (2019).

Here, Good Deal received from Plaintiff the amount of $7,000 as prepaid rent. This was required under the lease to cover labor and materials. It is properly awarded as damages for breach of contract and not as restitution for unjust enrichment.

Plaintiff paid an additional $11,704 to repair the premises. Some of this was paint that Markovic requested and some appears to be for other items Brogan purchased in an attempt to get the property in shape on his own when Markovic was failing. It cannot be said that these were items requested by Good Deal under the lease to cover labor and materials. Nevertheless, the purchases were used to repair and improve the property and Good Deal benefitted from those repairs and improvements. Good Deal should not be allowed to retain that benefit and, in fact, use it toward the occupancy of a new tenant. The only proper remedy is to correct for the benefit received by Good Deal and award $11,704 to Plaintiff under its unjust enrichment claim.

Fraudulent misrepresentation

Fraudulent misrepresentation requires: (1) a material representation, (2) that was false, (3) made with knowledge of its falsity or made recklessly, (4) with the intent that it be relied upon, (5) and that was actually relied on, and (6) that resulted in injury. This claim is based on Markovic's promise to repair the premises, which Plaintiff maintains was false and known to be false because the Defendant entities were undercapitalized.

It is well-established that a promise to do something in the future cannot be the basis of a fraudulent misrepresentation claim. An action for fraudulent misrepresentation must be predicated upon a statement relating to a past or an existing fact. Future promises cannot constitute actionable fraud. *Kamalnath* v *Mercy Mem Hosp Corp*, 194 Mich App 543, 554, 487 NW2d 499, 506 (1992), citing *State Bank of Standish v. Curry,* 190 Mich.App. 616, 623, 476 N.W.2d 635 (1991). See also, *Hi–Way Motor Co. v. Int'l Harvester Co.,* 398 Mich. 330, 336, 247 N.W.2d 813 (1976).

Plaintiff's claim fails because it cannot be proved that when Markovic promised to do the repairs, his statement was false and he knew it to be false. Defendant entities may have been undercapitalized, but the lease provides that Plaintiff would provide the money for repairs. In fact, Brogan at one point offered to put a new roof on at his expense. Undercapitalization was not material to the failings of the landlord. Furthermore, the fact that Markovic actually did make some repairs completely cuts against a finding that the statement was false and known to be false. There is no proof that a false promise to make repairs was made knowing at the time that it was false and this claim fails.

Innocent misrepresentation

Negligent/innocent misrepresentation requires: (1) a material representation by the defendant, (2) that was unintentionally false, (3) that was made in connection with the

contract's formation, (4) where the defendant and plaintiff were in privity of contract, (5) that plaintiff acted in reliance on, (6) resulting in damages to plaintiff, and (7) the plaintiff's damages inured to the defendant's benefit. *Roberts* v *Saffeli*, 280 Mich App 397, 404, 760 NW2d 715 (2008).

Unlike fraudulent misrepresentation, innocent misrepresentation does not require proof that the party making the representation knew it was false. Nevertheless, there must be proof that the statement was actually false when made. Similar to fraudulent misrepresentation, the statement for innocent misrepresentation must relate to a past or existing fact and not be promissory in nature. *Derderian* v *Genesys Health Care Systems*, 263 Mich App 364, citing *Alibri* v *Detroit/Wayne Co Stadium Auth,* 254 Mich App 545, 563-564, 658 NW2d 167 (2002).

This claim fails for one of the same reasons discussed above. That is, the statement has not been shown to be false at the time it was made.

Piercing the corporate veil

Plaintiff also requests that the corporate veil of Good Deal, the entity that entered into the lease, and Professional Property be pierced and that any judgment entered should include Markovic personally. Where a plaintiff shows that the corporate form has been abused to the injury of a third party, it is appropriate to pierce the corporate veil and find alter-ego entities or individuals liable. Piercing the corporate veil requires three elements: (1) the corporate entity is a mere instrumentality of another individual or entity, (2) the corporate entity was used to commit a wrong or fraud, and (3) there was an unjust injury or loss to the plaintiff. *Lakeview Commons* v *Empower Yourself*, 290 Mich App 503, 802 NW2d 712 (2010).

There are five additional factors to be considered in deciding whether a corporate entity is a mere instrumentality of another individual or entity. Those "mere instrumentality" factors are: (1) whether the entity is undercapitalized, (2) whether separate books and records are timely kept, (3) whether finances are commingled, (4) whether there is evidence of fraud or illegality, and (5) whether corporate formalities have been followed. *Glenn* v *TPI Petroleum, Inc*, 305 Mich App 698, 716, 854 NW2d 509 (2014).

Plaintiff focuses most of its attention on the "mere instrumentality" factors. The Court will agree that the "mere instrumentality" factors as outlined by Plaintiff do favor a finding of the first of the three required elements to pierce the corporate veil. However, the linchpin of piercing the corporate veil is an *abuse* of a corporate entity. Using a corporate entity to shield a person from individual liability is legitimate. Using a corporate entity to commit a wrong or fraud and causing an unjust injury or loss to another is not a legitimate use.

Good Deal was not abused by Markovic to commit a wrong or fraud. The lease, signed on behalf of Good Deal by Markovic, was breached. But Markovic did not use Good Deal to commit a wrong or fraud. He used Good Deal to enter into a lease, a perfectly legitimate use, which lease was ultimately breached, a common occurrence in business. If every breach of a lease was used as a wrong to justify piercing the corporate veil, the value of the corporate entity would be jeopardized. Plaintiff's request to pierce the corporate veil is denied because there was no abuse of the corporate entity to commit a wrong or fraud.

Counter-claim for fraudulent misrepresentation

Defendants acknowledge in post-trial briefing that they have a claim for fraudulent misrepresentation, but have not have not addressed that claim with any law, facts, or argument. The Court considers it abandoned.

Summary of findings

For all the reasons stated above, the Court concludes as follows:

On Count I (breach of lease), Plaintiff is entitled to judgment in the amount of $7,000.00 against Defendant Good Deal Propperty's, LLC.

On Count II (promissory estoppel), there is no cause for action.

On Count III (fraudulent misrepresentation), there is no cause for action.

On Count IV (innocent misrepresentation), there is no cause for action.

On Count V (unjust enrichment), Plaintiff is entitled to judgment in the amount of $11,704.00.

On Count VI (anti-lockout law), Plaintiff is entitled to judgment in the amount of $200.00 against Defendant Good Deal Propperty's, LLC.

On Count I of the Counter-Claim (breach of lease), there is no cause for action.

On Count II of the Counter-Claim (fraudulent misrepresentation), there is no cause for action.

All liability is that of the landlord, Good Deal Properties, LLC. Professional Property Development, LLC and Andrija Markovic are dismissed from this case.

IT IS HEREBY ORDERED that within fifteen days of the date of this order, Plaintiff shall have a final judgment entered that closes this case and reflects the above conclusions. The judgment may include whatever costs and interest Plaintiff is entitled to by law.

/s/

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Joyce Draganchuk (P39417)
Circuit Judge

PROOF OF SERVICE

I hereby certify that I served a copy of the above Findings of Fact and Conclusions of Law upon the attorneys of record by placing said document in sealed envelopes addressed to each and depositing same for mailing with the United States Mail at Lansing, Michigan, on January 7, 2020.

/s/

_____

Michael Lewycky
Law Clerk/Court Officer