

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

DOMINIC CHIUDIONI,
An individual,

Plaintiff,

vs.

Case No. 2024-209421-CB

STEVEN STREIT,
An individual,

HON. VICTORIA VALENTINE

STEVE MOVES DETROIT, LLC,
A Michigan limited liability company,

15523 MACK, LLC,
a Michigan limited liability company,

Jointly and severally,

Defendants.

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OPINION AND ORDER GRANTING PLAINTIFF DOMINIC CHIUDIONI'S MOTION
FOR SUMMARY DISPOSITION

At a session of said Court held on the
6th day of January 2025 in the County of
Oakland, State of Michigan

PRESENT: HON. VICTORIA A. VALENTINE

This matter is before the Court on Plaintiff DOMINIC CHIUDIONI'S motion for summary disposition under MCR 2.116(C)(10). Plaintiff and Defendants' counsel appeared at a Case Management Conference on December 20, 2024, where

Defendants' counsel acknowledged Defendants' awareness of the pending Motion for Summary Disposition, scheduled for hearing on January 8, 2025. Counsel further acknowledged that the Defendants had limited defenses. Despite subsequent communication from the court's chambers regarding the Motion, the Defendants have failed to file a response.¹

The Court, having reviewed Plaintiff's Brief and pleadings, dispenses with oral argument under MCR 2.119(E)(3). For the reasons set forth below, the Court respectfully GRANTS Plaintiff CHIUDIONI's Motion under MCR 2.116(C)(10).

FACTS

On September 16, 2022, Plaintiff Dominic Chiudioni ("Chiudioni") and Defendant Steve Moves Detroit, LLC ("SMD LLC") executed a Promissory Note ("Note").² Under the Note, Defendant SMD LLC borrowed \$50,000.00 from Plaintiff and agreed to pay the monies back with interest. The Note was signed by Defendant Steve Streit ("Streit") on behalf of Defendant SMD LLC. Payment under the loan was due on September 16, 2023. Plaintiff alleges that SMD LLC failed to repay Plaintiff the money borrowed as required and agreed.

A year later, on or about September 22, 2023, Plaintiff and Defendant 15523 Mack LLC ("Mack") entered into an Equity Investment Agreement ("Agreement").³ Plaintiff claims that to entice him to enter into this deal, Defendant Streit provided Plaintiff with marketing material regarding this project.⁴

¹ The Court file also reflects that Defendants failed to contribute to the Joint Case Management Conference Plan as ordered by the Court.

² See Plaintiff's MSD Exhibit A.

³ See Plaintiff's MSD Exhibit B.

⁴ See Plaintiff's MSD Exhibits C & D.

According to the "Agreement" Plaintiff was an "Investor" in Defendant Mack with the stated purpose that the funds were to be used to purchase and rehabilitate a 19-unit mixed-use building located at 15523 Mack, Detroit, MI 48224. Defendant Streit was the managing member of Defendant Mack. Under the Agreement, Plaintiff agreed to invest \$75,000.00.

Plaintiff argues that he entered into this "Agreement" based upon representations made by Defendant Streit, which are mostly listed in the Agreement, and which include:

- a. Defendant Mack would purchase or was in the process of purchasing a 19-unit mixed use building located at 15523 Mack, Detroit, MI 48224 ("Property").
- b. Said Property needed to be rehabilitated.
- c. Plaintiff would receive a 5% membership interest in Defendant Mack in exchange for the investment.
- d. Plaintiff's \$75,000.00 investment was based on Defendant Mack's total capital cost for the renovation to be \$1,500,00.00.
- e. Plaintiff would be entitled to his pro-rata share of profits and cash flow generated by the rehabilitation of the Property.
- f. Defendant Mack would refinance within 18-24 months, returning Plaintiff's investment while allowing Plaintiff to keep his 5% membership interest in the company.

Plaintiff agreed to reallocate the amounts owed to him under the Note⁵ to the current transaction.⁶ The terms of this agreement are outlined in a 'Substitution

⁵ Plaintiff's MSD Exhibit A.

⁶ Plaintiff's MSD Exhibit B.

Form.⁷ According to the Substitution Form, Plaintiff authorized Defendant SMD LLC, represented by Defendant Streit, to transfer a sum of \$57,500.00 from SMD LLC to 15523 Mack, LLC. This sum of \$57,500.00 represents the amount owed to Plaintiff under the Note.

Plaintiff was then instructed to wire an additional \$17,500.00 of the \$75,000 investment for the Defendant Mack property to the bank account of Defendant SMD LLC.⁸

Plaintiff argues that he later discovered that, prior to his execution of the Substitution Form:

- The property was purchased by Defendant SMD LLC.
- It was financed with a mortgage.
- SMD LLC defaulted under the mortgage.
- The lender foreclosed on the mortgage in December 2022.
- The foreclosure redemption period had expired, and title was transferred to Grand Properties, LLC.⁹

Consequently, at the time the Substitution Form was signed, Defendant SMD LLC was involved in property that was subject to a mortgage foreclosure, which had been lost due to the foreclosure process, with the redemption period having expired.

According to Plaintiff, he nevertheless agreed to give Defendants an opportunity to return the monies. On July 12, 2024, Plaintiff, along with Defendant

⁷ Plaintiff's MSD Exhibit E.

⁸ Plaintiff's MSD Exhibit F.

⁹ Plaintiff's MSD Exhibits G & H.

Mack and Defendant Streit entered into a Dissolution Agreement,¹⁰ which was contingent upon the Defendants returning to Plaintiff the \$75,000.00 within 30 days of the Agreement. Defendant Streit signed the Agreement as an individual, and on behalf of Defendant Mack. To date, Plaintiff has not received any funds from any of the Defendants.

Accordingly, Plaintiff filed his 5-Count Complaint alleging breach of contract, fraud and misrepresentation, common law and statutory conversion, and civil conspiracy. Defendants filed a collective Answer and Affirmative Defenses, which fail to allege any facts denying that money is owed to Plaintiff. Plaintiff now files his Motion for Summary Disposition under MCR 2.116(C)(10), which attaches exhibits and an Affidavit evidencing his entitlement to a judgment in his favor. As previously indicated, Defendants failed to file a response to this motion and consequently failed to refute the claims and facts alleged by Plaintiff.

ANALYSIS

Summary disposition under MCR 2.116(C)(10) may be granted where “[e]xcept as to the amount of damages, there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law.” This motion tests the factual sufficiency of the complaint and “must specifically identify the issues as to which the moving party believes there is no genuine issue as to any material fact.” MCR 2.116(G)(4). The moving party bears the initial burden of supporting its position. *Smith v Globe Life Ins Co*, 460 Mich 446, 455 (1999).

¹⁰ Plaintiff's MSD Exhibit I.

“Affidavits, depositions, admissions, or other documentary evidence in support of the grounds asserted in the motion are required . . . when judgment is sought based on [MCR 2.116(C)(10)].” MCR 2.116(G)(3)(b).

“The burden then shifts to the opposing party to establish that a genuine issue of disputed fact exists. Where the burden of proof at trial on a dispositive issue rest on a nonmoving party, the nonmoving party may not rely on mere allegations or denials in the pleadings, but must go beyond the pleadings to set forth specific facts showing that a genuine issue of material fact exists. If the opposing party fails to present documentary evidence establishing the existence of a material factual dispute, the motion is properly granted.” *Smith*, 460 Mich at 455 (citations omitted; emphasis added).

If the motion for summary disposition is properly made and supported, an adverse party must, by affidavit or otherwise, “set forth specific facts showing there is a genuine issue for trial.” MCR 2.116(G)(4). If the adverse party fails to respond, and if appropriate, the court shall grant the summary disposition motion. MCR 2.116(G)(4).

Here, The Court file does not reflect that Defendants filed a response to the motion for summary disposition brought under MCR 2.116(C)(10). Consequently, Plaintiff’s uncontroverted evidence and legal authority demonstrate the non-existence of a genuine issue of material fact for purposes of granting summary disposition pursuant to MCR 2.116(C)(10).

Further, it is well-settled that “[t]rial courts are not the research assistants of the litigants” and that “the parties have a duty to fully present their legal arguments to

the court for its resolution of their dispute.” *Walters v Nadell*, 481 Mich 377, 388 (2008). A party may not “leave it up to this Court to discover and rationalize the basis for his claims, or unravel and rationalize the basis for his arguments, and then search for authority either to sustain or reject his position.” *Mitcham v City of Detroit*, 355 Mich 182, 203 (1959) “A party may not merely announce its position and leave it to this Court to discover and rationalize the basis for [its] claims, or give issues cursory treatment with little or no citation to supporting authority.” *Wolfe v Wayne-Westland Community Schs*, 267 Mich App 130, 139 (2005). *See also Moses, Inc v Southeast Mich Council of Governments*, 270 Mich App 401, 417 (2006) (“If a party fails to adequately brief a position, or support a claim with authority, it is abandoned.”). Consequently, by failing to challenge or respond to the Plaintiff’s legal authorities and argument, Defendants have abandoned any contrary position.

CONCLUSION

Based on the forgoing Opinion, Plaintiff’s Motion for Summary Disposition against Defendants is GRANTED. Accordingly, by January 20, 2025, Plaintiff is directed to present an Order and/or Judgment consistent with this Opinion pursuant to MCR 2.602(B)(2) or (B)(3), which shall be a final order and close out the case.

IT IS SO ORDERED.



DATED 1/6/25