

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

MAZIN SAMONA and
LEVEL UP VENTURES, LLC,

Plaintiffs,

v

Case No. 25-213227-CB
Hon. Michael Warren

RYAN JUNDT, et al.,

Defendants.

OPINION AND ORDER DENYING
PLAINTIFFS' EMERGENCY MOTION FOR PRELIMINARY INJUNCTIVE RELIEF
PURSUANT TO MCR 3.310(A), OR ALTERNATIVELY, FOR
TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE

At a session of said Court, held in the
County of Oakland, State of Michigan
The Day After "Liberation Day" (April 3), 2025

PRESENT: HON. MICHAEL WARREN

OPINION

I
Introduction

Before the Court is the Plaintiffs' Emergency Motion for Preliminary Injunctive Relief Pursuant to MCR 3.310(A), or Alternatively, for Temporary Restraining Order and an Order to Show Cause.¹ Having reviewed the Motion and Response, presided over

¹ The request for a temporary restraining order was denied on March 27, 2025.

lengthy oral argument, and the Court otherwise being fully informed in the premises, the Court issues this Opinion and Order.

At stake is whether a preliminary injunction should issue when (1) the public interest does not favor a preliminary injunction in light of the merits and lack of any irreparable harm, (2) Mazin Samona (“Samona”) and Level Up Ventures, LLC (“Level Up”) (collectively, the “Plaintiffs”) have not demonstrated they are likely to prevail on the merits, (3) the Plaintiffs have not demonstrated the harm by denying injunctive relief outweighs the harm if injunctive relief is granted, (4) the Plaintiffs have not demonstrated irreparable harm, and (5) the Plaintiffs do not seek to preserve the status quo but to create a new one? Because the answer is “no,” the requested relief is denied.

II Background

This cause of action arises out of a business dispute concerning four outdoor cannabis cultivation facilities (the “Four Facilities”).² Samona and Defendant Ryan Jundt (“Jundt”) purportedly have a lending, management and/or ownership interest in the Four Facilities.

Samona has a controlling interest in Level Up. According to Samona’s affidavit, Level Up is a “vertically integrated cannabis enterprise with eight (8) operating retail

² Neither the Verified First Amended Complaint nor the Motion concisely identify the parties and their relationships to the Plaintiffs.

dispensaries, two (2) processing facilities, and three (3) cultivation facilities in the State of Michigan.” At Jundt’s urging, he invested in the Four Facilities. Samona avers “I have \$7.5 million dollars invested in these facilities” The Plaintiffs allege that they have been the victim of fraudulent practices, questionable financial conduct, misappropriation of funds, unauthorized and unilateral actions by Jundt, and disruptive litigation initiated by Jundt and his collaborators.

Defendants Wayne St Holdings, LLC (“Wayne St”), Judah Holdings, LLC (“Judah”), Comandante, LLC (“Comandante”) and 420 Medz LLC (“420 Medz”) constitute the Four Facilities. Wayne St, Judah, and Comandante are each owned 50% by Level Up and 50% by Jundt. A Management Services Agreement exists between Defendants Jefe Farms, LLC and Comandante, LLC. Defendant Shanin Haddad is the managing manager of Jefe. Defendant Jeffrey Yatooma is both a manager and a member of Defendant 420 Medz.

The Plaintiffs allege that this dispute began when Samona requested accounting information regarding the use of his \$7.5 million investment, along with the investment of others. When he was denied this accounting, he filed a demand for arbitration. In response, Defendant Jundt ceased the prior inventory sales process and shifted the location of approximately 56,000 pounds of marijuana. The Verified First Amended Complaint alleges that “this action seeks equitable relief that permits the immediate sale of the cannabis products and the escrow of the sales proceeds into a joint account until the accounting reconciliation, remaining deadlock issues, and/or corporate dissolution

issues have been resolved through binding arbitration or otherwise by this Honorable Court;" that "this action seeks to compel arbitration of certain disputes in accordance with the express provisions and procedures stipulated by the parties pursuant to the corporate governing documents;" and that the "Plaintiffs assert claims for member oppression, breach of fiduciary duty, breach of contract, fraud, defamation, tortious interference, dissolution and other related allegations seeking to protect [the] Plaintiffs' rights and interests in their substantial investments in this business venture." [Verified First Amended Complaint, ¶19, ¶21-¶22.]

The Plaintiffs move for a preliminary injunction to, in part, restrain and enjoin "the parties and persons acting in concert or participating, with them, including non-party Storage Facilities . . . from directly or indirectly transferring, selling, alienating, liquidating, encumbering, pledging, leasing, loaning, assigning, concealing, dissipating, converting, withdrawing, distributing, or otherwise disposing of the Business Assets of the Outdoor Cultivation Facilitation." The Plaintiffs also move to prohibit any unilateral actions by Defendant Jundt. Exhibit 18 to the Motion is the Plaintiffs' proposed 10-page order. At oral argument, the Plaintiffs agreed to apply the unilateral prohibition provision to the Plaintiffs.

III
The Plaintiffs Have Not Met Their Burden
of Demonstrating that Injunctive Relief Should Be Granted

A
The Law Regarding Injunctive Relief

Under MCR 3.310(A), this Court is vested with the authority to grant a preliminary injunction. The burden is on the party seeking injunctive relief to prove why such relief should be issued. MCR 3.310(A)(4) (“At the hearing on an order to show cause why a preliminary injunction should not issue, the party seeking injunctive relief has the burden of establishing that a preliminary injunction should be issued”). “Whether a preliminary injunction should issue is determined by a four-factor analysis” *MSEA v Dep’t of Mental Health*, 421 Mich 152, 157 (1984). This analysis must address the following factors:

- 1) Harm to the public interest if an injunction issues;
- 2) Whether harm to the moving party in the absence of injunctive relief outweighs the harm to the opposing party if a stay is granted;
- 3) The strength of the moving party’s demonstration that the moving party is likely to prevail on the merits; and
- 4) Demonstration that the applicant will suffer irreparable injury if injunctive relief is not granted.

[*MSEA*, 421 Mich at 157-158.]

In addition, this inquiry “often includes the consideration of whether an adequate legal remedy is available to the applicant.” *Id.* at 158. Other considerations to be

addressed when considering injunctive relief “are whether it will preserve the status quo so that a final hearing can be held without either party having been injured and whether it will grant one of the parties final relief prior to a hearing on the merits.” *Campau v McMath*, 185 Mich App 724, 729 (1990). See also *Thermatool Corp v Borzym*, 227 Mich App 366, 376 (1998).

Moreover, “[t]he general rule is that whenever courts have found a mandatory injunction essential to the preservation of the status quo and a serious inconvenience and loss would result to plaintiff and there would be no great loss to defendant, they will grant it.” *Steggles v National Discount Corp*, 326 Mich 44, 50 (1949). See also *Gates v Detroit & Mackinac Railway Co*, 151 Mich 548, 552 (1908); *L & L Concession Co v Goldhar-Zimmer Theatre Enterprises, Inc*, 332 Mich 382, 388 (1952), quoting *Steggles*, 326 Mich at 50.

Furthermore, this Court’s ruling “must not be arbitrary and must be based on the facts of the particular case.” *Thermatool*, 227 Mich App at 376. Generally, the granting of such relief falls within the broad discretion of the court. *Steggles*, 326 Mich at 50 (holding that granting injunctive relief “is largely a matter of discretion of the trial court”); *Campau*, 331 Mich at 729; *Bratton v DAIIE*, 120 Mich App 73, 79 (1982).

A preliminary injunction should not be issued if an adequate legal remedy is available, and the mere apprehension of future injury or damage cannot be the basis for injunctive relief. *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 9 (2008). Economic injuries generally are not sufficient to demonstrate irreparable injury because

such injuries typically can be remedied by damages at law. *Alliance for Mentally Ill of Mich v Dep't of Community Health*, 231 Mich App 647, 664 (1998).

B **Application of the Law**

1. Harm to the Public Interest.

Under this factor of the analysis, this Court must address whether the public policy of Michigan is furthered or undermined by the granting of the injunctive relief.

Michigan law generally favors enforcing written contracts and agreements. See e.g., Const 1963, art 1, § 10 (“No bill of attainder, ex post facto law or law impairing the obligation of contract shall be enacted”); MCL 566.132; *Rory v Cont'l Ins Co*, 473 Mich 457, 468 (2005) (internal footnotes and quotation marks omitted) (“A fundamental tenet of our jurisprudence is that unambiguous contracts are not open to judicial construction and must be enforced as written. Courts enforce contracts according to their unambiguous terms because doing so respects the freedom of individuals freely to arrange their affairs via contract. This Court has previously noted that “[t]he general rule [of contracts] is that competent persons shall have the utmost liberty of contracting and that their agreements voluntarily and fairly made shall be held valid and enforced in the courts.”)³ There is nothing in this case that would otherwise affect this public policy analysis.

³ The *Rory* Court, quoting *Wilkie v Auto-Owners Ins Co*, 469 Mich 41, 51-52 (2003) (internal citations omitted), elaborated:

Notwithstanding the foregoing, as revealed below, Michigan public policy and jurisprudence prohibit the issuance of injunctive relief unless there is a risk of irreparable harm. The absence of irreparable harm governs this public interest analysis in the instant case, and the public interest favors denying injunctive relief.

2. Balance of Harm.

Under this prong of the analysis, this Court must evaluate whether the harm suffered by the nonmoving parties caused by granting the proposed injunctive relief will outweigh the harm suffered by the moving parties if the injunctive relief is denied.

In the instant action, the Plaintiffs argue that they face financial and operational harm without injunctive relief but claim the Defendants will not suffer any undue

This approach, where judges . . . rewrite the contract . . . is contrary to the bedrock principle of American contract law that parties are free to contract as they see fit, and the courts are to enforce the agreement as written absent some highly unusual circumstance such as a contract in violation of law or public policy. This Court has recently discussed, and reinforced, its fidelity to this understanding of contract law in *Terrien v Zwit*, 467 Mich. 56, 71 (2002). The notion, that free men and women may reach agreements regarding their affairs without government interference and that courts will enforce those agreements, is ancient and irrefutable. It draws strength from common-law roots and can be seen in our fundamental charter, the United States Constitution, where government is forbidden from impairing the contracts of citizens, art. I, § 10, cl. 1. Our own state constitutions over the years of statehood have similarly echoed this limitation on government power. It is, in short, an unmistakable and ineradicable part of the legal fabric of our society. Few have expressed the force of this venerable axiom better than the late Professor Arthur Corbin, of Yale Law School, who wrote on this topic in his definitive study of contract law, *Corbin on Contracts*, as follows:

“One does not have ‘liberty of contract’ unless organized society both forbears and enforces, forbears to penalize him for making his bargain and enforces it for him after it is made.” [15 Corbin, *Contracts* (Interim ed.), ch. 79, § 1376, p. 17.]

hardship as an injunction will merely enforce agreements and prevent unauthorized actions. However, the Jundt parties argue that injunctive relief would deprive them of their contractual right to act as co-manager; Defendant Jefe Farms argues that the Plaintiffs' proposed order "would essentially treat Jefe Farms as a non-entity with no legal rights;" and Defendant 420 Medz argues that the Plaintiffs' requested relief will effectively dispose of this case and 420 Medz's claims in Case No. 25-213060-CB. Indeed, the position of Defendant Jundt is different from the other Defendants, and the Plaintiffs do not demonstrate why injunctive relief should apply to all parties.

In essence, the Plaintiffs' position is that because they will prevail on the merits, the balance of harm weighs in their favor. However, viewing the case objectively from a higher resolution, effectively the same harm plays out across all the parties. A counter-example helps to illustrate the point. Consider a case in which a developer desires to demolish an historic building. The harm to be suffered by the owner of the building will almost certainly outweigh the harm suffered by the developer in having to wait for a decision on the merits. While the developer loses the time value of money and perhaps lost profits, the historic building can never be restored. Here, there is no such balance of harms. Instead, the parties are all arguing over the management of cannabis and its sale into the market, i.e, money damages. The Plaintiffs own only half of the companies at the center of the dispute, so any losses (or profits) are distributed evenly between both sides. Meanwhile, the non-owner Defendants would be subject to their own losses. In the end, the Plaintiffs have not demonstrated that they will suffer more harm if injunctive relief is

denied than the collectivity of the Defendants will suffer if injunctive relief is granted. This factor favors denying injunctive relief.

3. The Merits.

Under this prong of the analysis, the moving parties must demonstrate that they are likely to prevail on the merits of a fully litigated action. That is, the moving parties must demonstrate a substantial likelihood of success.

In the instant case, the Plaintiffs argue that they “have a strong likelihood of success on the merits, as they can demonstrate clear breaches of corporate agreements and fiduciary duties by Jundt.” However, setting aside whether the Plaintiffs have even demonstrated evidence of such breaches, the Plaintiffs fail to address most of their twelve claims and, other than Jundt, disregard almost all of the Defendants. Moreover, the arbitrability of this cause of action is a threshold issue that may preclude the Plaintiffs’ success. For example, the operating agreement governing Wayne St provides “If the Managers or Members fails to agree concerning any decision, the question in disagreement shall be submitted for arbitration to an arbitrator mutually agreed upon by the Managers with each Manager splitting the cost equally” and the operating agreement governing Judah provides “If the Members fail to agree concerning any decision, the question in disagreement shall be submitted for arbitration to an arbitrator mutually agreed upon by the Member with each Member splitting the cost equally.” As is evident by the Motion and the oral argument, the Plaintiffs concede that at least part of this

Complaint should be subject to arbitration but argue that time is of the essence justifying injunctive relief and their efforts to arbitrate have been stymied. However, the Plaintiffs cite no authority to support the proposition that urgency alone is enough to negate an arbitration agreement. To avoid this issue, the Plaintiffs claim that they have asserted other claims that are not subject to arbitration, but that is not so clear. As the oral argument revealed, the gravamen of this dispute is that the equal owners cannot agree on the management of the Four Facilities. The Plaintiffs have not shown that they are likely to avoid arbitration by reframing the issues through clever draftsmanship of the Complaint. The Defendants also argue the Plaintiffs are liable for withholding company product which may also preclude the Plaintiffs' recovery.

In the end, the Plaintiffs have not met their burden of demonstrating they are more likely to prevail on the merits. This factor favors denying injunctive relief.

4. Irreparable Harm.

"[A] particularized showing of irreparable harm is an indispensable requirement to obtain a preliminary injunction." *Pontiac Fire Fighters Union Local 376*, 482 Mich at 9 (quotation marks, citation, and ellipses omitted). Irreparable harm means harm that cannot be remedied by damages. *Thermatool*, 227 Mich App at 377. In other words, "to establish irreparable injury, the moving party must demonstrate a noncompensable injury for which there is no legal measurement of damages or for which damages cannot be determined with a sufficient degree of certainty." *Id.* Moreover, the "[t]he injury must

be both certain and great, and it must be actual rather than theoretical.” *Id.* Our Supreme Court elaborated in *Michigan Coalition of State Employee Union v Civil Service Comm’n*, 465 Mich 212, 225-226 (2001) (footnote omitted) in the context of injunctive relief sought pursuant to Const 1963, art 11, § 5:

Thus, it is clear that in 1940 it was beyond dispute in the legal community that a party needed to make a particularized showing of concrete irreparable harm or injury in order to obtain a preliminary injunction. Moreover, there is no basis to conclude that the requirements to secure a preliminary injunction changed in any pertinent way between the adoption of the amendment in 1940 and the adoption of its successor, § 5, in the present Michigan Constitution in 1963, or even up to this day. The requirement of a showing of irreparable harm remains as it did a century ago. In our latest statement on this issue in *Michigan State Employees Ass’n v Dep’t of Mental Health*, 421 Mich 152, 157-158 (1984), this Court reiterated the requirement of a showing of irreparable harm as a prerequisite for a preliminary injunction, explaining that it was a requirement for the issuance of a preliminary injunction to demonstrate “that the applicant will suffer irreparable injury if a preliminary injunction is not granted.”

Accordingly, we conclude that a particularized showing of irreparable harm was, and still is, as our law is understood, an indispensable requirement to obtain a preliminary injunction. Moreover, the people, in causing the Michigan Constitution to be amended in 1940, evidenced no desire, as they had done with standing, to modify the traditional rules that had pertained with regard to this requirement for a preliminary injunction. Therefore, when considering the request for a preliminary injunction in this matter, the trial court and the Court of Appeals were in error in granting any preliminary injunction without a showing of concrete irreparable harm to the interests of a party before the Court.

Here, the Plaintiffs argue that absent injunctive relief, they will suffer irreparable harm that cannot be remedied with money damages. In particular, the Plaintiffs argue expiration of the cannabis products will cause financial loss and continued

mismanagement and unauthorized actions by Jundt jeopardize the Plaintiffs' business reputation. Thus, the Plaintiffs readily acknowledge that any loss from expiration of the products is quantifiable with money damages. Indeed, the briefing reflects the price per pound and the number of pounds at risk. Additionally, Samona's affidavit fixes a precise amount of his investment at risk - \$7.5 million. Further, there is no evidence the Plaintiffs' reputation has been harmed or will be harmed; and the mere apprehension of future injury or damage cannot be the basis for injunctive relief. *Pontiac Fire Fighters Union Local 376*, 482 Mich at 9.

Even if the Plaintiffs met their burden of demonstrating irreparable harm, the nature of the harm is not so grave that it warrants injunctive relief when the likelihood of the merits strongly favors the Defendants.

Moreover, the Plaintiffs' underlying motivation distinguishes this matter from this Court's ruling in *Norma A Pappas Trust u/a/d 9/4/1974 v Vosotas*, unpublished opinion of the Oakland Circuit Court, issued October 29, 2021 (Docket No. 21-185649-CB). The Plaintiffs do not claim a threat to their rights under the operating agreements. Also, unlike *Papas*, the Plaintiffs' proposed order does not seek to compel compliance with those agreements. In fact, the operating agreements at issue likely require much (if not all) of this dispute to be resolved in arbitration. Indeed, the Plaintiffs are not moving to preserve the existing status quo, but rather to create a new status quo by adding a variety of operating conditions on the business practices of the Defendants. In the end, the Plaintiffs have not met their burden of demonstrating irreparable harm.

5. Other Considerations.

The brass tacks present in this case, are that all parties are at risk of losing substantial amounts of money if they fail to cooperate to sell the cannabis product at issue. Although no party put a timeframe on an expiration date, all parties agree that at some point the marijuana inventory will “expire” and lose all of its value. From the outside looking in, the broad strokes of the Plaintiffs’ order appear reasonable: sell the product, escrow the proceeds, proceed to arbitration and/litigate claims on the merits, and divvy up the proceeds upon the resolution of the merits. One can quibble over the details, but from an outsider’s perspective, this is common sense. Unfortunately, common sense does not often dictate business disputes, especially those in the burgeoning area of cannabis production and sales. Noticeably absent from the jurisprudence involving preliminary injunctions is the authority to mandate or order common sense. Indeed, that is for a Higher Power.

None of the other miscellaneous considerations set forth in Michigan jurisprudence favor granting injunctive relief. As noted above, the Plaintiffs are not seeking to preserve the status quo, but to create a new one. This factor favors denying injunctive relief.

In light of the foregoing analysis, under the totality of circumstances, injunctive relief is denied.

ORDER

In light of the foregoing Opinion, Plaintiffs' Emergency Motion for Preliminary Injunctive Relief Pursuant to MCR 3.310(A), or Alternatively, for Temporary Restraining Order and an Order to Show Cause is DENIED.

/s/ Michael Warren

**HON. MICHAEL WARREN
CIRCUIT COURT JUDGE**

