

STATE OF MICHIGAN  
IN THE OAKLAND COUNTY CIRCUIT COURT

IVON PARTNERS, LLC,

Plaintiff,

v.

MOTORCITY DETAIL, LLC and  
RODERICK DOWDELL,

Defendants.

Case No. 25-213355-CB

Hon. Victoria Valentine

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OPINION AND ORDER REGARDING THE DEFENDANTS' MOTION FOR SUMMARY  
DISPOSITION UNDER MCR 2.116(C)(7) and (8)

At a session of said Court, held in the  
County of Oakland, State of Michigan  
July 16, 2025

HONORABLE VICTORIA A. VALENTINE

This matter is before the Court on Defendants' Motion for Summary Disposition pursuant to MCR 2.116(C)(7) and (8), which seeks dismissal of Plaintiff's Complaint. Plaintiff filed a Response to which Defendant filed a Reply. The Court has reviewed the parties' submissions and heard oral arguments. For the reasons below, the Court GRANTS in Part and DENIES in Part Defendants' Motion.

## *I. FACTUAL OVERVIEW AND PROCEDURAL HISTORY*

This case involves a commercial lease dispute between IVON Partners, LLC (“IVON”) (Plaintiff/Landlord) and Motorcity Detail LLC (“Motorcity”) (Defendant/Tenant), along with Roderick Dowdell (Defendant/Guarantor). The dispute centers on alleged breaches of the commercial lease agreement and a related personal guaranty, resulting in claims for unpaid rent and property damages.

The original Commercial Lease Agreement was executed on September 29, 2015, between IVON Partners, LLC and Motorcity Detail LLC, for a thirty-eight (38) month term, commencing October 1, 2015.<sup>1</sup> Simultaneously, Roderick Dowdell executed a 12-month limited personal guaranty.<sup>2</sup>

The lease was subsequently extended and amended multiple times, with the third lease amendment dated May 13, 2024, extending the lease term through June 30, 2029.<sup>3</sup>

Following Motorcity’s failure to pay rent, IVON Partners, LLC filed a complaint for nonpayment of rent on November 5, 2024, in the 52-1 District Court, naming both Motorcity Detail LLC and Roderick Dowdell as defendants.<sup>4</sup> The Complaint sought possession of the property and “Total rent due now” in the amount of \$21,035.23, plus additional rent at the rate of \$5110.00 per month until judgment, along with costs. It also sought damages for unpaid water fees, unpaid late fees, unpaid interest and attorney fees and costs.”<sup>5</sup>

On November 21, 2024, the District Court entered a judgment for possession and for

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<sup>1</sup> First Amended Complaint, ¶ 7 and Exhibit A: Lease, attached thereto.

<sup>2</sup> First Amended Complaint, ¶ 9 and Exhibit A: Guaranty, attached thereto.

<sup>3</sup> First Amended Complaint, Exhibit A: First Lease Amendment; Second Amendment; and Third Amendment.

<sup>4</sup> Defendants’ MSD Exhibit G: Complaint Nonpayment of Rent (Landlord-Tenant).

<sup>5</sup> Defendants’ MSD Exhibit G: Complaint Nonpayment of Rent (Landlord-Tenant).

money damages in the amount of \$23,114.73, which included \$21,21,290.73 in damages and \$1,824.00 in attorney fees.<sup>6</sup> The Judgment provided that “defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.”<sup>7</sup>

Subsequently, IVON obtained an order to seize property on March 18, 2025, and property was seized pursuant to that order on the same date.<sup>8</sup>

Thereafter, On March 10, 2025, Plaintiff filed the present complaint, which was subsequently amended on April 30, 2025 against Defendants Motorcity Detail LLC and Roderick Dowdell, asserting the following causes of action: Breach of Lease (Count I); Nonpayment of Rent (Count II); Breach of Guaranty (Count III); Unjust Enrichment (Count IV); Promissory Estoppel (Count V); Nuisance (Count VI); and Common Law Indemnity and Contribution (Count VII).

Attached to the Amended Complaint is the following ledger, asserting a total balance due in the amount of \$356,467.69:<sup>9</sup>

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<sup>6</sup> Defendants’ MSD Exhibit H: Judgment Landlord-Tenant.

<sup>7</sup> Defendants’ MSD Exhibit H: Judgment Landlord-Tenant.

<sup>8</sup> Defendants’ MSD Exhibit I: Request and Order to Seize Property.

<sup>9</sup> Amended Complaint, Exhibit B: Ledger. The Court notes that, contrary to Defendants’ argument that the Complaint fails to reference the \$39,932.79 in damages claimed by Plaintiff (Reply Brief, p 4), the ledger attached to the Complaint itemizes these damages as follows: temporary heating installation (\$1,667.50); repairs to drywall, flooring, doors, and related items (\$33,303.28); installation of a new unit heater (\$3,584.00); and detailed cleaning of the unit (\$1,375.00).

MOTORCITY DETAIL

Date	Description	Amount
8/1/2024	August 2024 Rent	\$ 1,171.73
9/1/2024	September 2024 Rent	\$ 5,110.00
9/9/2024	September Late Fee	\$ 255.00
10/1/2024	October 2024 Rent	\$ 5,110.00
10/28/2024	October late fee	\$ 255.50
11/1/2024	November 2024 Rent	\$ 5,110.00
11/12/2024	November 2024 Late Fee	\$ 255.50
12/1/2024	December 2024 Rent	\$ 5,110.00
12/9/2024	December 2024 Late Fee	\$ 255.50
12/18/2024	Legal Fees Through 11/30/24	\$ 2,370.23
1/22/2025	Professional Services Through 12/31/2024	\$ 1,191.45
1/24/2025	Temporary Heating Installation	\$ 1,667.50
2/7/2025	Repairs to drywall, flooring, doors etc.	\$ 33,303.28
2/12/2025	Install new unit heater	\$ 3,587.00
2/12/2025	Detail clean unit	\$ 1,375.00
	<b>SUBTOTAL</b>	<b>\$ 66,127.69</b>
	ACCELERATED RENT - JAN 2025-JUNE 2025	\$ 30,660.00
	ACCELERATED RENT - JULY 2025 - JUNE 2026	\$ 62,760.00
	ACCELERATED RENT - JULY 2026 - JUNE 2027	\$ 64,200.00
	ACCELERATED RENT - JULY 2027 - JUNE 2028	\$ 65,640.00
	ACCELERATED RENT - JULY 2028 - JUNE 2029	\$ 67,080.00
	<b>TOTAL BALANCE DUE</b>	<b>\$ 356,467.69</b>

Defendants now move for summary disposition under MCR 2.116(C)(7) and (8).

*II. STANDARD OF REVIEW*

A party is entitled to summary disposition under MCR 2.116(C)(7) if, among other things, a “prior judgment” has been entered. *Clay v Doe*, 311 Mich App 359, 362 (2015). A party is not required to submit any material in support of a motion under MCR 2.116(C)(7); the motion can be evaluated on the pleadings alone. *Maiden v Rozwood*, 461 Mich 109, 119 (1999). “The contents of the complaint are accepted as true unless contradicted by documentation submitted by the movant.” *Id.* However, “[a] party may support a motion under MCR 2.116(C)(7) by affidavits, depositions, admissions, or other documentary evidence.” *Maiden*, 461 Mich at 119. “In reviewing the motion, a court must review all documentary evidence submitted by the parties, accepting as true the contents of the complaint unless affidavits or other appropriate documents specifically contradict them.” *Yono v Dep’t of Transp (Yono I)*, 495 Mich 982, 982-983 (2014); see also MCR 2.116(G)(5). “If the movant properly supports his or her motion by presenting facts that, if left un rebutted,

would show that there is no genuine issue of material fact that the movant [is entitled to summary disposition], the burden shifts to the nonmoving party to present evidence that establishes a question of fact.” *Yono v Dep’t of Transp (On Remand) (Yono II)*, 306 Mich App 671, 679-680 (2014), rev’d on other grounds, 499 Mich 636 (2016).

A motion for summary disposition pursuant to MCR 2.116(C)(8) tests the legal sufficiency of the complaint, not whether the complaint can be factually supported. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159-160 (2019); *Pawlak v Redox Corp*, 182 Mich App 758, 763 (1990). A motion for summary disposition based on the failure to state a claim upon which relief may be granted is to be decided on the pleadings alone. *Bailey v Schaaf*, 494 Mich 595, 603; (2013); *Parkhurst Homes, Inc v McLaughlin*, 187 Mich App 357, 360 (1991).

“All well-pleaded factual allegations are accepted as a true and construed in a light most favorable to the nonmovant.” *Maiden v Rozwood*, 461 Mich 109, 119 (1999); *Wade v Dep’t of Corrections*, 439 Mich 158, 162 (1992). Summary disposition is proper when the claim is so clearly unenforceable as a matter of law that no factual development can justify a right to recovery. *Parkhurst Homes*, 187 Mich App at 360; *Spiek v Dep’t of Transportation*, 456 Mich 331, 337 (1998). “A mere statement of a pleader’s conclusions and statements of law, unsupported by allegations of fact, will not suffice to state a cause of action.” *Varela v Spanski*, 329 Mich App 58, 79 (2019) (plaintiff failed to plead facts in support of his claim but instead made conclusory statements and conclusions of law).

### III. ANALYSIS

#### A. *Res Judicata*

Defendants argue that this action is barred by *res judicata* where the judgment in the District Court resolved the damage claim. “The doctrine of *res judicata* is employed to prevent multiple suits litigating the same cause of action.” *Adair v Michigan*, 470 Mich 105, 121 (2004). It “bars a second, subsequent action when (1) the prior action was decided on the merits, (2) both actions involve the same parties or their privies, and (3) the matter in the second case was, or could have been, resolved in the first.” *Id.* See also *Sewell v Clean Cut Mgt, Inc*, 463 Mich 569, 575 (2001). Michigan law takes a broad approach to *res judicata*—“it bars not only claims already litigated, but also every claim arising from the same transaction that the parties, exercising reasonable diligence, could have raised but did not.” *Adair*, *supra*.

The first two factors are not in dispute. Accordingly, the issue now before the Court is whether the Plaintiff’s claims were actually adjudicated or could have been resolved in the prior District Court action. Defendants contend that the District Court judgment conclusively resolved the issues of possession and damages, precluding litigation in this forum. In response,

Plaintiff argues that the prior District Court Judgment for money damages was constrained by the court’s jurisdictional limit of \$25,000.00, and therefore Plaintiff was not required—nor permitted—to bring all monetary claims in that forum. Plaintiff maintains that the primary focus of the District Court action was possession, not full recovery of damages.

Specifically, Plaintiff contends that the judgment entered by the District Court was limited to unpaid rent through November 2024 and did not encompass amounts for rent

accruing after that date or for physical damage to the premises. Plaintiff submits invoices dated after Defendants vacated the premises, reflecting repair costs that were not included in the prior judgment and were incurred following Defendants' departure. These post-judgment charges include costs for repairs to drywall and flooring, replacement of a heater, and cleaning expenses.<sup>10</sup>

As such, Plaintiff argues these claims were not and could not have been fully litigated in the earlier District Court proceedings, which were limited in scope to possession and the amount of unpaid rent due at that time. Accordingly, Plaintiff contends that the current claims are not barred by the doctrine of *res judicata*. Plaintiff alleges that the total damages owed by Defendants amount to \$356,467.69, representing unpaid rent and other obligations through the remainder of the Lease and Guaranty.

The Court agrees with Plaintiff. As the Court of Appeals very recently stated in the published opinion of *Core Values Construction, LLC v Sheehan's On The Green, Inc.*, \_\_Mich App\_\_, at slip opinion pp 4-5 (COA 369250, rel'd 7/9/2025):

Circuit courts have original jurisdiction to hear and determine all civil claims and remedies, except where exclusive jurisdiction is given in the constitution or by statute to some other court or where the -5- circuit courts are denied jurisdiction by the constitution or statutes of this state.' MCL 600.605. 'The district court has exclusive jurisdiction in civil actions when the amount in controversy does not exceed \$25,000.00.' MCL 600.8301(1); *Hodge v State Farm Mut Auto Ins Co*, 499 Mich 211, 216; 884 NW2d 238 (2016). '[I]n its subject-matter jurisdiction inquiry, a district court determines the amount in controversy using the prayer for relief set forth in the plaintiff's pleadings, calculated exclusive of fees, costs, and interest.' *Hodge*, 499 Mich at 223-224.

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<sup>10</sup> Plaintiff's MSD Exhibit C.

In the present case, Plaintiff filed a District Court action for nonpayment of rent seeking possession of the property. Plaintiff sought rents owing “until judgment,” which entered on November 21, 2024. The District Court Judgment was silent as to future rents, and the Judgment contains no language extinguishing future claims, releasing Defendants, or otherwise terminating Plaintiff’s right to seek future damages. To the contrary, the Judgment includes a checkmark next to “Box 5,” which provides: “*The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.*”<sup>11</sup>

As a result, the Court finds that the damages sought by Plaintiff here—specifically for future rents and post-judgment physical damage to the premises—exceed the jurisdictional limits of the District Court and could not have been litigated in that forum. Accordingly, the Court finds that the doctrine of *res judicata* does not bar the present action.

The Court, therefore, finds that *res judicata* does not bar the present action. As a result, Defendants’ Motion for Summary Disposition under MCR 2.116(C)(7) is DENIED.

#### *B. Count III-Guaranty*

The Guaranty, signed on 9/28/2015, contemporaneous with the lease, provides in pertinent part as follows:

**This Guaranty provides a limited guarantee of twelve (12) months of Base Rent and any Additional Rent due under the Lease.** As an inducement to Landlord to lease the Leased Premises to Tenant, and for other valuable consideration, the receipt of which is hereby acknowledged, and because the Guarantor(s) have determined that executing and delivering this Guaranty is in the Guarantor(s)' best interest and to the financial benefit of the Guarantor(s), the **Guarantor(s) hereby irrevocably and unconditionally guarantee to Landlord, its**

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<sup>11</sup> Defendants’ MSD Exhibit H: Judgment Landlord-Tenant

**successor and assigns, to pay all Base Rent and Additional Rent and perform and execute all covenants on the part of Tenant under this Lease for a period of 12 months,** Guarantor(s) shall pay to Landlord all amounts that may be due under the Lease without requiring notice or proof of demand being made. (emphasis added).

Under Michigan law “[a] party asserting a breach of contract must establish by a preponderance of the evidence that (1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach.” *Miller-Davis Co v Ahrens Constr, Inc*, 495 Mich 161, 178 (2014). A court’s “goal in contract interpretation is to give effect to the intent of the parties, to be determined first and foremost by the plain and unambiguous language of the contract itself.” *Wyandotte Elec Supply Co v Electrical Technology Sys, Inc*, 499 Mich 127, 143-144 (2016). “[I]t has long been the law in this state that courts are not to rewrite the express terms of contracts.” *McDonald v Farm Bureau Ins Co*, 480 Mich 191, 199-200 (2008). See also *Rory v Continental Ins Co*, 473 Mich 457, 469 (2005).

With respect to Roderick Dowdell, the guarantor, Defendants argue that he should be dismissed from the action because his personal guaranty was expressly limited to a twelve (12) month period, expiring on September 29, 2016—well before the events giving rise to the current claims. Furthermore, the three subsequent Amendments to the Lease,<sup>12</sup> which extended the lease term through June 30, 2029, did not reference or incorporate the Guaranty, thereby supporting Defendants’ position that Mr. Dowdell’s obligations did not extend beyond the original guaranteed term.

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<sup>12</sup> First Amended Complaint, Exhibit A: First Lease Amendment; Second Amendment; and Third Amendment.

Plaintiff argues that the language of the Guaranty does not limit it to the *first* 12 months following lease execution, as Defendants contend. Rather, Plaintiff maintains it is a *floating* Guaranty, limiting Mr. Dowdell's liability to a twelve-month period at any point during the lease term. The Court agrees with Plaintiff and finds that Defendants interpretation would require the Court to insert language into the Guaranty that the parties themselves did not include. Specifically, Defendants ask the Court to interpret the Guaranty as applying only to the first twelve months following the Lease's commencement, which would have ended in September 2016. However, the term "first" does not appear in the Guaranty, and the Court declines to read it in. As a result, Defendant's Motion for Summary Disposition under MCR 2.116(C)(8) is DENIED. As our Courts have emphasized, "it has long been the law in this state that courts are not to rewrite the express terms of contracts." *McDonald v Farm Bureau Ins Co*, 480 Mich 191, 199-200 (2008). See also *Rory v Continental Ins Co*, 473 Mich 457, 469 (2005).

### C. Count VI-Nuisance

Defendants argue that Plaintiff's tort claim of nuisance must be dismissed because Plaintiff fails to allege any duty separate and distinct from the written lease, citing *Sherman v Sea Ray Boats, Inc*, 251 Mich App 41, 52 (2002)( An action in tort may not be maintained where a contractual agreement exists, unless a duty, separate and distinct from the contractual obligation, is established) and *Hart v Ludwig*, 347 Mich 559 (1956)( To support an action of tort there must be some breach of duty distinct from breach of contract and there must be some active negligence or misfeasance). Defendants also argue that Plaintiff failed to properly plead a nuisance claim.

Plaintiff asserts, however, that because Defendants contend the guaranty and contract claims are barred by *res judicata*, Plaintiff is entitled to plead claims in the alternative pursuant to MCR 2.111(A)(2)(b).

Based on the Court's finding that the breach of lease claim is not barred by *res judicata*, this issue is now moot. Further, Plaintiff's Complaint fails to allege a duty distinct from the breach of contract claim. Consequently, the nuisance claim (Count VI) is dismissed.

#### *D. Count VII-Common Law Indemnity and Contribution Claim*

Defendants argue that this one Count for indemnity and contribution are two separate causes of action. Defendants argue that contribution actions are statutory and that common law indemnity is enforced only when liability of the indemnified party arises vicariously or by operation of law from the indemnifying party's conduct. Defendants argue that Plaintiff fails to allege that there is a common obligation or liability for which Plaintiff and either or both Defendants are jointly and severally liable. As a result, Defendants argue that Count, which alleges both indemnity and contribution, must be dismissed for failure to state a claim upon which relief can be granted.

Plaintiff, however, fails to address this argument. 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). 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.") See *Mercurio v Huntington Nat'l Bank*, 347 Mich App

662(2023) (it cannot be concluded that trial court erred by finding that the plaintiff made no substantive response to legal argument made by the defendant in a motion for summary disposition.). A trial court has no duty to independently scour the record; rather the parties have a duty to cite evidence in support of their respective positions. 2016 WL 5121944 at 10 citing 285 Mich App 362, 380-381 (2009). “A party may not leave it to [the] court to search for a factual basis to sustain or reject its position.” *Great Lakes Div of Nat’l Steel Corp v Ecorse*, 227 Mich App 379, 424 (1998). As a result, Defendants’ Motion for Summary Disposition under MCR 2.116(C)(8) is GRANTED and Count VII (Common Law Indemnity and Contribution) is DISMISSED.

#### IV. CONCLUSION

Based on the above:

IT IS HEREBY ORDERED that Defendants Motion for Summary Disposition under MCR 2.116(C)(7) is DENIED.

IT IS HEREBY ORDERED that Defendants’ Motion for Summary Disposition under MCR 2.116 (C)(8) as to Count III (Breach of Guaranty) is DENIED.

IT IS HEREBY ORDERED that Defendants’ Motion for Summary Disposition under MCR 2.116 (C)(8) as to Count VI (Nuisance) is GRANTED.

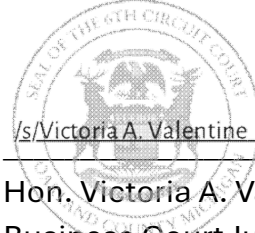
IT IS HEREBY ORDERED that Defendant’s Motion for Summary Disposition under MCR 2.116 (C)(8) as to Count VII (Common Law Indemnity and Contribution) is GRANTED.<sup>13</sup>

*This is not a final order and does not close the case.*

IT IS SO ORDERED.

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<sup>13</sup> Counts IV (Unjust Enrichment) and V (Promissory Estoppel) of the Amended Complaint were not addressed in Defendants’ Motion for Summary Disposition. Accordingly, these counts remain pending before the Court.



/s/Victoria A. Valentine

DATED: 7/16/25

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Hon. Victoria A. Valentine  
Business Court Judge