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STATE OF MICHIGAN

COURT OF APPEALS

LUCIOUS CONWAY,

Plaintiff-Appellant,

v

WARREN EVANS, CATHY GARRETT, DONNA WILSON, DWAYNE SEALS, CHERYL JORDAN, CYNTHIA DEPAULIS, REMINTA WINTERS, STEPHANIE FOSTER, GWENDOLYN A. DE JONGH, WAYNE COUNTY, AFSCME LOCAL 1659, DARLENE BUFFINGTON, and RICHARD JOHNSON,

Defendants-Appellees.

UNPUBLISHED
January 09, 2026
9:26 AM

No. 374952
Wayne Circuit Court
LC No. 24-012817-CK

Before: BOONSTRA, P.J., and O'BRIEN and YOUNG, JJ.

PER CURIAM.

Plaintiff, Lucious Conway, proceeding *in propria persona*, appeals as of right the final order dismissing his claims against defendants, Wayne County and the American Federation of State, County and Municipal Employees (AFSCME) Local 1659,[1] under MCR 2.116(C)(4) (circuit court lacks subject matter jurisdiction) and MCR 2.116(C)(7) (agreement to arbitrate). For the reasons set forth in this opinion, we affirm.

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Wayne County employed plaintiff and through that employment, plaintiff was a union member of AFSCME Local 1659. Wayne County terminated plaintiff's employment in early January 2024. In response to that termination, AFSCME filed a grievance on plaintiff's behalf,

[1] Plaintiff's complaint lists several other individual defendants who are all employees of either Wayne County or AFSCME.

alleging that Wayne County terminated plaintiff without just cause. After an investigation, Wayne County determined plaintiff's termination was for cause.

The parties entered into a Settlement Agreement in which Wayne County agreed to convert plaintiff's discharge to a voluntary resignation and pay plaintiff at a wage rate of $18.73 per hour for three months (520 hours) totaling $9,739.60 in back pay. The payment was subject to all wage deductions and withholdings, and would be reduced by any unemployment benefits paid to plaintiff, or any wages he earned between January and March 2024. The Settlement Agreement contained language that stated: "If a dispute arises as to the enforcement or interpretation of this Agreement, said dispute shall be resolved through the grievance and arbitration process set forth in the [Collective Bargaining Agreement (CBA)] between the Employer and the Union." The grievance and arbitration process is set forth in Article 10 of the CBA. According to that article, employees must first avail themselves of the grievance procedure and then, if the grievance remains unresolved, may submit the issue to an arbitrator in accordance with the rules of the American Arbitration Association, the expenses equally shared by the parties.

On September 4, 2024, plaintiff, proceeding *in propria persona*, filed a complaint against defendants for breach of contract (Count I), alleging defendants breached the Settlement Agreement and did not pay him what he was owed, and this amounted to civil conspiracy (Count II), and intentional infliction of emotional distress (IIED) (Count III). In lieu of an answer, Wayne County sought summary disposition under MCR 2.116(C)(7), arguing that plaintiff's claims were subject to the grievance and arbitration process in the CBA per the Settlement Agreement. AFSCME also sought summary disposition under MCR 2.116(C)(4) because the amount in controversy did not exceed $25,000 as required under MCL 600.8301.

Plaintiff responded to both motions, arguing AFSCME refused to arbitrate the payment dispute, attaching an email from AFSCME Local 1659's President Darlene Buffington stating: "Your matter is out of the locals [sic] hands and with HR . . . . Where it goes from here I have no knowledge . . . ." According to plaintiff, this email indicated AFSCME would not be involved in any matters after the Settlement Agreement was signed, which left plaintiff without a forum to resolve the alleged breach of the Settlement Agreement. Plaintiff also pursued summary disposition on his IIED claim and civil conspiracy claims under MCR 2.116(C)(9), arguing that because neither defendant addressed the IIED and civil conspiracy claims in any pleading or motion, they failed to present a valid defense, entitling plaintiff to default judgment on those claims.

In a written order, the circuit court granted summary disposition to defendants on all of plaintiff's claims under MCR 2.116(C)(4) because plaintiff's breach of contract claim did not exceed $25,000 and he failed to bring forth any facts supporting that his damages claim was over $25,000. The circuit court determined it lacked subject matter jurisdiction under MCL 600.8301(1), which vests exclusive jurisdiction in district courts to adjudicate civil actions when the amount in controversy does not exceed $25,000. Nevertheless, the circuit court went on to hold that "[e]ven if this [c]ourt had subject matter jurisdiction, [d]efendants would still be entitled to dismissal [under MCR 2.116(C)(7)] because the claims raised by [p]laintiff are subject to the arbitration clause in the Settlement Agreement." The circuit court also denied plaintiff's motion for partial summary disposition under MCR 2.116(C)(9) on his civil conspiracy and IIED claims, reasoning defendants' motions for summary disposition were not considered responsive pleadings

and did not need to contain affirmative defenses to these claims. This final order closed the case. Plaintiff now appeals.

II. ANALYSIS

A circuit court's decision whether to grant summary disposition is reviewed de novo. *Goldstone v Bloomfield Twp Pub Library*, 479 Mich 554, 558; 737 NW2d 476 (2007). Although plaintiff raises issues with the circuit court's order under MCR 2.116(C)(7), the court dismissed plaintiff's case in its entirety under MCR 2.116(C)(4) and only ruled *arguendo* under MCR 2.116(C)(7), (C)(9), and (C)(10). We review the circuit court's order under MCR 2.116(C)(4) first.

A. THE CIRCUIT COURT LACKED SUBJECT MATTER JURISDICTION AND DID NOT ERR IN DISMISSING PLAINTIFF'S CLAIMS UNDER MCR 2.116(C)(4)

Because plaintiff failed to supply the circuit court with any evidence to substantiate that damages in this case exceeded $25,000, the circuit court lacked subject matter jurisdiction over his case and properly dismissed it under MCR 2.116(C)(4). Summary disposition may be granted where "[t]he court lacks jurisdiction of the subject matter." MCR 2.116(C)(4). "Subject-matter jurisdiction is a prerequisite for a court to hear and decide a claim." *Core Values Constr, LLC v Sheehan's on the Green, Inc*, ___ Mich App ___, ___; ___ NW2d ___ (2025) (Docket No. 369250) (cleaned up). "Whether subject-matter jurisdiction exists is a question of law for the court." *Dep't of Natural Resources v Holloway Constr Co*, 191 Mich App 704, 705; 478 NW2d 677 (1991).

In civil actions where the "undisputed facts show that the amount in controversy could not exceed $25,000, the circuit court properly grant[s] summary disposition under MCR 2.116(C)(4) because it lack[s] subject-matter jurisdiction, which lay[s] exclusively with the district court. MCL 600.605; MCL 600.8301(1)." *Meisner Law Group, PC v Weston Downs Condo Ass'n*, 321 Mich App 702, 715-716; 909 NW2d 890 (2017). Generally, "in its subject-matter jurisdiction inquiry [a 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 v State Farm Mut. Auto Ins Co*, 499 Mich 211, 223-224; 884 NW2d 238 (2016). However, when deciding a motion for summary disposition under MCR 2.116(C)(4), which requires a court to consider evidence in the record such as affidavits, depositions, admissions, or other documentary evidence, a circuit court must go beyond the pleadings to determine whether the amount in controversy could not exceed $25,000. *Meisner*, 321 Mich App 717-718; MCR 2.116(G)(2) and (G)(5).

A party cannot plead the amount in controversy exceeds $25,000 in "bad faith," which exists when a plaintiff's claim to damages in the pleadings are "unjustifiable" because "they could not be proved." *Hodge*, 499 Mich at 222 n 31, citing *Fix v Sissung*, 83 Mich 561, 563; 47 NW 340 (1890). For example, in *Meisner*, 321 Mich App at 720-721, the plaintiff pleaded that the amount in controversy exceeded $25,000, but the circuit court determined, based on the evidence the parties submitted on the defendant's motion for summary disposition under MCR 2.116(C)(4), that the amount in controversy, at most, could not exceed $16,000. The undisputed facts established plaintiff did 32 hours of work at $325 per hour, which would entitle him to $10,400 in compensation. If the amount were increased by 50% for any support staff services and for winding up the plaintiff's legal representation of the defendant, the total expense would still be under

$16,000. *Id*. This Court in *Meisner* held the circuit court properly granted summary disposition under MCR 2.116(C)(4) because it lacked subject-matter jurisdiction, which lay exclusively with the district court. *Id*. at 725.

Similarly, in *Core Values Constr*, ___ Mich App at ___; slip op at 5, this Court held that where the request for relief in a breach-of-contract claim by the plaintiff demanded "a judgment against [the defendant] [] in the amount of $6,775.00, together with [the defendant's] accrued and accruing interest, costs, and attorney's fees," the demand brought the claim for breach of contract squarely within the jurisdiction of the district court, as opposed to the circuit court. Put differently, a concrete amount for breach-of-contract, coupled with a vague request for other costs and fees, is insufficient to meet the $25,000 amount-in-controversy to vest the circuit court with subject-matter jurisdiction.

Here, plaintiff's complaint stated broadly that he "suffered damages in excess of $25,000" on the breach of contract and civil conspiracy claims, and asked that the circuit court award him the costs and legal fees incurred. But like *Core Values Constr* and *Meisner*, his subsequent pleadings do not establish how breaching the Settlement Agreement, which puts the amount in controversy at no more than $10,000, cost him an additional $15,000 in damages. In a settlement offer to defendants in November 2024, plaintiff sought $75,000 in damages for "ailments and hospitalization during the period [p]laintiff was trying to get justice," but did not submit any medical records to the circuit court in response to AFSCME's motion under MCR 2.116(C)(4), or in any supplemental pleadings. Plaintiff also failed to file initial disclosures which could have substantiated his alleged damages. As the circuit court stated, plaintiff failed to come forward with *any* facts supporting his claim of over $25,000 in damages. Although "courts do not require absolute certainty from the parties when calculating the amount in controversy," and "the amount-in-controversy calculation is simply a reasonable estimate based on the parties' pleadings," *ABCS Toys, LLC v Loancraft*, LLC, 337 Mich App 125, 140; 972 NW2d 317 (2021), nothing in the record substantiates $15,000 in additional damages following the breach-of-contract claim to reach the circuit court's jurisdictional threshold. Accordingly, the circuit court lacked subject matter jurisdiction, and it did not err in granting summary disposition under MCR 2.116(C)(4) and dismissing plaintiff's claims.

B. PLAINTIFF'S CLAIMS ARE SUBJECT TO ARBITRATION AND WERE PROPERLY DISMISSED UNDER MCR 2.116(C)(7)

Even if plaintiff's motion could survive MCR 2.116(C)(4) on the basis of his complaint and settlement offer alone, this case was still properly dismissed. Dismissal of an action under MCR 2.116(C)(7) is appropriate when an agreement exists to arbitrate in a different forum. 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; 597 NW2d 817 (1999). Here, plaintiff's complaint alleged defendants breached the Settlement Agreement, attaching the Settlement Agreement as Exhibit 1 to the complaint. Wayne County submitted with its motion under MCR 2.116(C)(7) both the Settlement Agreement and the language of the CBA. Paragraphs 6, 7, and 9 of the Settlement Agreement are as follows:

> 6. [Plaintiff] agrees that the terms of this Agreement satisfy any claims he may have, whether known or unknown, to the matters addressed herein.

> 7. [Plaintiff] agrees and covenants not to sue for any claims or allegations related to the matters contained herein. Should he file any lawsuit or administrative complaint regarding matters addressed herein, this Agreement shall serve as complete defense and bar to such lawsuit or administrative complaint.
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> * * *
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> 9. If a dispute arises as to the enforcement or interpretation of this Agreement, said dispute shall be resolved through the grievance and arbitration process set forth in the [Collective Bargaining Agreement (CBA)] between the Employer and the Union.

The plain language of the Settlement Agreement supports dismissal under MCR 2.116(C)(7). *VHS Huron Valley Sinai Hosp, Inc v Sentinel Ins Co*, 322 Mich App 707, 715; 916 NW2d 218 (2018).

The above-enumerated clauses in the Settlement Agreement clearly and unambiguously establish plaintiff agreed not to sue regarding anything related to the agreement, and that the exclusive remedy for disputes related to the agreement was the CBA's arbitration process. All parties to this case signed the agreement, evidencing mutual assent.[2] In its motion for summary disposition under MCR 2.116(C)(7), Wayne County attached the language of CBA, which clearly laid out arbitration procedures and indisputably established plaintiff's exclusive remedy for a breach of the Settlement Agreement was the CBA's arbitration process. The burden then shifted to plaintiff to establish a genuine dispute of fact regarding whether his claims were subject to arbitration. *Yono v Dep't of Transp (On Remand) (Yono II)*, 306 Mich App 671, 679-680; 858 NW2d 128 (2014), rev'd on other grounds, 499 Mich 636 (2016).

In response, plaintiff submitted an email from AFSCME Local 1659's President Darlene Buffington which stated only that the matter "was out of the locals [sic] hands." Plaintiff attempted to rebut that arbitration was the exclusive remedy by using Buffington's email to assert AFSCME refused to represent him in arbitration, and that it waived its right to arbitration. But the email does not establish that—it merely states the local chapter of AFSCME would not handle arbitration, and left open whether a different, or regional, chapter of AFSCME would handle arbitration. Plaintiff now argues AFSCME historically does not participate in arbitration but offered nothing to substantiate that argument below or in this Court. Because the clear and unambiguous language of the Settlement Agreement evidences an agreement to arbitrate, and a decision on whether the agreement was breached could only arise from interpretation of the agreement, plaintiff's remedy is arbitration. The IIED and civil conspiracy claims were also based on plaintiff's allegation that defendants breached the settlement agreement, and are claims related

[2] Plaintiff does not deny signing the document, nor does he assert his signature was obtained under duress, or that he did not sign the agreement knowingly or voluntarily. Thus, plaintiff's signature evidences mutual assent because "Michigan law presumes that one who signs a written agreement knows the nature of the instrument so executed and understands its contents." *Watts v Polacyzk*, 242 Mich App 600, 604; 619 NW2d 714 (2000); see also *Galea v FCA US LLC*, 323 Mich App 360, 369; 917 NW2d 694 (2018).

to the matters contained in the Settlement Agreement. Thus, the circuit court did not err in dismissing all of plaintiff's claims under MCR 2.116(C)(7).

C. THE CIRCUIT COURT DID NOT ERR IN DENYING PLAINTIFF'S MOTIONS FOR PARTIAL SUMMARY DISPOSITION

Plaintiff next argues that under MCR 2.111(F), because defendants did not raise arguments regarding the IIED and civil conspiracy claims, the trial court erred by denying plaintiff's motion for summary disposition under MCR 2.116(C)(9) on those claims.[3]

> Summary disposition under MCR 2.116(C)(9) is proper if a defendant fails to plead a valid defense to a claim. A motion under MCR 2.116(C)(9) tests the sufficiency of a defendant's pleadings by accepting all well-pleaded allegations as true. If the defenses are so clearly untenable as a matter of law that no factual development could possibly deny plaintiff's right to recovery, then summary disposition under this rule is proper. [*Village of Dimondale v Grable*, 240 Mich App 553, 564; 618 NW2d 23 (2000) (cleaned up).]

"Pleadings" as defined by MCR 2.110(A), include only a complaint, a cross-claim, a counterclaim, a third-party complaint, an answer to any of these, and a reply to an answer. "A motion for summary disposition is not a responsive pleading under MCR 2.110(A)" *Village of Dimondale*, 240 Mich App at 565. In this case, because both defendants filed motions for summary disposition in lieu of answers, there were no defendant-pleadings for the trial court to test for sufficiency. Thus, any argument that the trial court erred by denying plaintiff's motion under MCR 2.116(C)(9) fails.

Plaintiff relies on MCR 2.111(F)(2), which states, in relevant part, "A defense not asserted in the responsive pleading or by motion as provided by these rules is waived, except for the defenses of lack of jurisdiction over the subject matter of the action, and failure to state a claim on which relief can be granted." The rule plaintiff relies on defeats his own claim—it creates an exception for the defense of lack of jurisdiction over subject matter and failure to state a claim on which relief can be granted. "A challenge to subject-matter jurisdiction may be raised at any time, even if raised for the first time on appeal." *Bank v Michigan Education Ass'n-NEA*, 315 Mich App 496, 499; 892 NW2d 1 (2016) (citation omitted). Thus, AFSCME could have brought its motion for summary disposition under MCR 2.116(C)(4) at any time.

Affirmed.

/s/ Mark T. Boonstra
/s/ Colleen A. O'Brien
/s/ Adrienne N. Young

[3] Because plaintiff does not challenge the merits of the trial court's denial of his motions under MCR 2.116(C)(10), and all of his claims were properly dismissed under MCR 2.116(C)(4) and (C)(7), we need not address the parties' substantive arguments about the trial courts decisions on plaintiff's (C)(10) motion.