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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

LATHFIELD HOLDINGS, LLC;
LATHFIELD PARTNERS, LLC; and
LATHFIELD INVESTMENTS, LLC,

Plaintiffs,

Case No. 20-016190-CB

Hon. Muriel D. Hughes

-v-

DAHL REAL ESTATE, LLC;
AJBINDER KAUR DHALIWAL; and
JITENDRA (“JET”) SINGH DHALIWAL,

Defendants.

OPINION AND ORDER

**GRANTING DEFENDANTS’ MOTION FOR SUMMARY DISPOSITION
AND DENYING PLAINTIFFS’ MOTION FOR SUMMARY DISPOSITION**

At a session of said Court held in the Coleman A.
Young Municipal Center, Detroit, Wayne County,
Michigan,
on this: 9/19/2022

PRESENT: Muriel D. Hughes
Circuit Judge

This civil matter is before the Court on a motion for summary disposition filed by Plaintiffs Lathfield Holdings, LLC, Lathfield Partners, LLC, and Lathfield Investments, LLC (collectively “Lathfield”) and a motion for summary disposition filed by Defendants Dahl Real Estate, LLC, Ajbinder Kaur Dhaliwal; and Jitendra (“Jet”) Singh Dhaliwal. For the reasons stated below, the Court grants Defendants’ motion and denies Plaintiffs’ motion.

I. BACKGROUND

On October 4, 2019, Defendant Dahl Real Estate, LLC (“Dahl”), as the seller, entered into a purchase agreement with Michigan Asset Holdings, LLC, an agent of Lathfield for the purchase of three commercial properties located in Lathrup Village, Michigan. The properties are 27236 Southfield Rd., Lathrup Village, MI 48076 (“Parcel 1”); 28600 Southfield Road, Lathrup Village, MI 48076 (“Parcel 2”); and 28820 Southfield Road, Lathrup Village, MI 48076 (“Parcel 3”). The properties were being used as mixed use, office, and services. The Lathfield entities were formed in contemplation of the purchase of the subject properties, and the rights under the purchase agreement were assigned to Lathfield.

The relevant portions of the purchase agreement are:

3. CLOSING

... the Closing shall occur on or before 5:00 pm on February 28, 2020, or at such other time as the parties may mutually agree upon in writing...

4. EARNEST MONEY

... Upon Expiration of the Inspection Period (Section 6.1 Below)/ Approval Period (Section 6.2 Below), then Purchaser will deposit One Hundred, Forty Thousand \$140,000.00 with Title Company as additional Earnest Money, in addition to the existing Earnest Money, and Authorize Title Company to Release all Funds to Seller. ...

5. SELLER DELIVERIES

Seller shall deliver to Purchaser no later than seven (7) days; after the Agreement Date, the following documents ...

(h) zoning, building, health or environmental notices received from any governmental authority with jurisdiction over the Property, including notices of violations, if any, to the extent in existence and in Seller’s possession. Seller shall advise Purchaser in writing the date upon which all of Seller’s Deliveries have been delivered to Purchaser. ...

6. INSPECTION PERIOD; APPROVAL PERIOD; PURCHASER'S INTENDED USE

6.1 Inspection Period. For a period of Sixty (60) days beginning on the contract date, including times following the "**Inspection Period**", Purchaser, its agents and representatives shall be entitled, at Purchaser's sole cost and expense, to conduct a "**Basic Property Inspection**," which includes, without limitation, the rights to: (i) enter upon the Land and Improvements, on reasonable notice to Seller, to perform inspections and tests of the Property, (ii) make investigations with regard to zoning, environmental and other legal requirements; (iii) make or obtain market studies and real estate tax analyses; and (iv) otherwise evaluate the Property for Purchaser's use. Purchaser shall have the right to cause to be performed any additional environmental inspections and tests (the "Additional Assessment"), whether involving an ASTM "Phase II" evaluation or otherwise. If, at any time during the Inspection Period, Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Purchaser's criteria for the purchase, financing or operation of the Property in the manner contemplated by Purchaser, or if Purchaser, in its sole discretion, otherwise determines that the Property is unsatisfactory to it, then Purchaser may terminate this Agreement by written notice to Seller (the "**Termination Notice**"), at any time prior to the expiration of the Inspection Period, as extended, and upon delivery of such notice, this Agreement shall terminate, the Real Property Earnest Money shall be forthwith returned to Purchaser. Seller is selling the property "as is, where is". Seller will not be responsible for any deferred maintenance from the purchase price.

6.2 For a period of Sixty (60) days beginning on the contract date (the "**Approval Period**"), Purchaser shall diligently pursue all zoning, land use, site plan, signage, curb cuts, and other approvals (governmental or otherwise) necessary for Purchaser to develop the Property for Purchaser's use, including without limitation (collectively, the "**Approvals**"). Seller shall cooperate with Purchaser in connection with the satisfaction of the Approvals, without additional cost or expense to Seller. Without limiting the generality of the foregoing, Seller agrees that Seller shall execute, within a reasonable time period after having been provided the same by Purchaser, such petitions, agreements and other instruments as Purchaser may reasonably request which are

related. to obtaining the Approvals. Seller will cooperate with Purchaser by executing all applications and documents relative to utilities, traffic facilities and development of the Property which may be required by Purchaser for submission to governmental authorities and utility providers. If Purchaser is unable to obtain the Approvals prior to the expiration of the Approval Period, Purchaser may terminate this Agreement by delivering to Seller a written termination notice at any time prior to the expiration of the Approval Period. Upon delivery of such notice, Purchaser shall **receive** a prompt refund of the Real Property Earnest Money and this Agreement shall be deemed to be terminated and the parties shall have no further obligations to one another, except for any obligations which expressly survive such termination.

8.12 Survival The representations and warranties contained in or to be made pursuant to this Agreement shall be deemed to be continuing and shall survive **the** Closing. In addition, Seller shall indemnify, defend and hold Purchaser harmless from and with respect to all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of or related to a breach of any of the foregoing representations and warranties by Seller including, without limitation, the cost of any required or necessary repair and clean up of the Property. Seller's satisfaction of the covenants, representations and warranties of Seller contained in this Agreement shall be a further condition precedent to Purchaser's obligation to consummate the purchase of the Property.

[Emphasis added].

The closing took place on January 28, 2020. It should be noted that the Lathfield entities drafted the purchase agreement. “Well-settled principles of contract interpretation require one to first look to a contract's plain language. If the plain language is clear, there can be only one reasonable interpretation of its meaning and, therefore, only one meaning the parties could reasonable expect to apply. If the language is ambiguous, longstanding principles of contract law require that the ambiguous provision be construed against the drafter.” *Wilkie v Auto-Owners Ins Co*, 469 Mich 41, 61; 664 NW2d 776, 787 (2003), quoting *Singer v American States Ins.*, 245 Mich App 370, 381 n. 8; 631 NW2d 34 (2001). Although it may appear that ¶¶ 6.1 and 6.2 of the

agreement conflict with ¶ 8.12, if the language is ambiguous, longstanding principles of contract law require that the ambiguous provision be construed against the drafter. *Id.*

The sole member in all of the Lathfield entities is Jason Curis. Curis has at least 20 years' experience in residential and commercial real estate. Jitendra Singh Dhaliwal ("Jet") and Ajbinder Kaur Dhaliwal are the members of Dahl, LLC.

After the closing, Lathrup Village inspected the property and issued a report sometime in July 2020. According to Plaintiffs, the report included the following complaints about the properties:

- a. Failure to obtain site-plan approval;
- b. Numerous code Violations;
- c. A multitude of modifications to the Properties without proper permits being issued and approved;
- d. Failure of the prior owner to submit architectural drawings;
- e. Zoning violations for improper use;
- f. Improper dumpster placement;
- g. Unauthorized building renovations;
- h. Hazardous conditions;
- i. Signs that violate City codes; and
- j. Threats from the City of condemnation of the Properties.

[Complaint, ¶33, p. 5-6].

Plaintiffs also claim that Dahl had been issued several citations for ordinance violations and that Dahl was aware of the numerous defects identified in the inspection report prior to the closing. Plaintiffs further allege that Dahl never took steps to cure any of the defects identified in the report.

As a result of these claimed deficiencies, Plaintiffs filed a complaint alleging fraud as to all defendants (Count I), breach of contract as to Dahl, LLC (Count II), innocent misrepresentation as to Dahl, LLC (Count III), promissory estoppel as to Dahl, LLC (Count IV), and fraudulent / innocent / negligent misrepresentation as to all defendants (Count V).

It should also be noted that Plaintiff Lathfield Partners, LLC, has sued the City of Lathrup Village in Oakland County Circuit Court, which was removed to Federal Court, alleging that a Lathrup Village Inspector, Jim Wright, conducted an inspection on one of the Subject Properties (28600 Southfield Rd, Lathrup Village, MI), using the wrong inspection codes. *Lathfield Investments, LLC, et al v City of Lathrup Village, et al*, U.S. District Court for Eastern District of Michigan, Case No. 21-CV-10193.

During the course of discovery in the instant case, the depositions of Jason Curis, Susan Stec, Community and Economic Development Director of Lathrup Village, Andrew Battersby, the commercial broker for the sale of the properties, and Jitendra Singh Dhaliwal were taken. The parties have also submitted various communications between the parties and communications from Lathrup Village officials. Plaintiffs and Defendants then both filed motions for summary disposition, which are now before the Court.

II. STANDARDS FOR DETERMINING MOTIONS FOR SUMMARY DISPOSITION

Defendants base their motion on MCR 2.116(C)(4) and MCR 2.116(C)(10). Plaintiffs base their motion on MCR 2.116(C)(10). A motion under MCR 2.116(C)(4), alleging that the court lacks subject-matter jurisdiction, raises an issue of law. “When viewing a motion under MCR 2.116(C)(4), this Court must determine whether the pleadings demonstrate that the defendant was entitled to judgment as a matter of law, or whether the affidavits and other proofs show that there was no genuine issue of material fact.” *Cork v Applebee's of Michigan, Inc*, 239 Mich App 311, 315; 608 NW2d 62 (2000); *Weishuhn v Catholic Diocese of Lansing*, 279 Mich App 150, 155; 756 NW2d 483 (2008).

In reviewing a motion under MCR 2.116(C)(10), a court must consider the pleadings, admissions, affidavits, and other relevant documentary evidence submitted in the light most

favorable to the nonmoving party. *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004). If no genuine issue of material fact is established, the moving party is entitled to judgment as a matter of law. *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). “A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue upon which reasonable minds might differ.” *West v General Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003). “Courts are liberal in finding a factual dispute sufficient to withstand summary disposition.” *Patrick v Turkelson*, 322 Mich App 595, 605; 913 NW2d 369 (2018), quoting *Innovative Adult Foster Care, Inc v Ragin*, 285 Mich App 466, 476; 776 NW2d 398 (2009).

The moving party has the initial burden of supporting its position through documentary evidence. *Quinto v Cross and Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996). The burden then shifts to the opposing party to establish the existence of a genuine issue of material fact. *Id.* The non-moving party “. . . may not rest on the mere allegations or denials of his or her pleadings, but must, by affidavit or otherwise provided in this rule, set forth specific facts showing that there is a genuine issue for trial.” MCR 2.116 (G)(4). If the opposing party fails to do so, the motion for summary disposition is properly granted. *Id.*; *Quinto, supra* at 363. Finally, a “reviewing court may not employ a standard citing the mere possibility that the claim might be supported by evidence produced at trial. A mere promise is insufficient under our court rules.” *Maiden, supra* at 121.

III. DISCUSSION

A. Defendants’ Motion for Summary Disposition

In support of their motion, Defendants offer four arguments: (1) the claim for fraud fails because Plaintiffs were given several opportunities to cancel the agreement and “full disclosures

were made on least 4 independent times to Plaintiff (sic) [from both Lathrup Village and Defendants] regarding the issues with the properties;” (2) caveat emptor precludes the remaining claims against Plaintiffs; (3) Plaintiffs’ claims are not ripe and damages are speculative and dependent upon the outcome of Plaintiffs’ federal lawsuit against Lathrup Village; and (4) the Court should dismiss claims against Jet and his wife, Abjinder, because there are no factual disputes regarding whether the Court may pierce the corporate veil to hold them personally liable for any damages.

Preliminarily, the Court notes that “[a]s is’ clauses transfer the risk of loss where the defect should have reasonably been discovered upon inspection, but was not.” *Lorenzo v Noel*, 206 Mich App 682, 687; 522 NW2d 724 (1994). However, they do not transfer the risk of loss where “a seller makes fraudulent representations before a purchaser signs a binding agreement.” *Clemens v Lesnek*, 200 Mich App 456, 460; 505 NW2d 283 (1993). *See also Conahan v Fisher*, 186 Mich App 48, 50; 463 NW2d 118 (1990) (Plaintiffs’ termite expert stated that “a competent inspector qualified to make recommendations regarding structural soundness for residences should reasonably have been expected to have discovered evidence of active termites in that home” and thus caveat emptor applied to a claim by purchaser against seller for termite problem.). As will be explained below, the seller, Defendants herein, made no fraudulent representation prior to signing the agreement.

Defendants first assert the fraud claim should be dismissed because they notified Plaintiffs on four occasions of issues with the properties prior to closing. They are as follows:

- Disclosure 1 - On or about October 30, 2019, less than one month after the agreement was executed and several months before closing was set to take place, Jet Dhaliwal emailed Curis explaining that Dhal was notified by Lathrup Village about specific zoning, maintenance, and parking issues associated with Property #1. Curis responded to Defendant Jet Dhaliwal’s email by stating that he would be happy to cut ties from the

binding purchase agreement, but he would need be reimbursed for the costs \ he expended that amounted to \$28,750.00.

The same day, Jet agreed to pay Plaintiffs' out of pocket expenses because of the issues he disclosed to Plaintiffs regarding Property #1. Jet stated, "[p]ursuant to your previous email and my response, I accept your offer of payment of your costs of approximately \$28,000.00. Again as previously requested simply send me the receipts so I can make the check payable in the exact amount of your costs. Thank you for the quick resolution."

- Disclosure 2 - In his deposition, Andrew Battersby testified that, October 31, 2019, he, Jet, and Curis had a three-way telephone call during which they discussed the issues with Building #1. Battersby recommended that Curis go to Lathrup Village and meet with Susan Stec to discuss the issues with property.
- Disclosure 3 – This disclosure is a letter dated January 6, 2020 that Defendants received from Lathrup Village and which Jet sent to Curis to notify him of what the city would require once he closed on the sale. The letter stated in relevant part:

“As you are well aware, the City of Lathrup Village has been trying to work with you to resolve building, fire, and code enforcement related issues that exist at all three (3) of your properties within the city.” A specific example was cited in the letter regarding Property #3 and its inadequate parking. It stated:

“ For example, your property at 28820 Southfield Road has a total of 57 parking spots; however, utilizing the tenant list that you provided, there should be 74 spaces provided. The result is that this property is under-parked by 30% causing patrons to park in the neighborhoods.” The letter also indicated that there were no approved site plans on file for the buildings.

- Disclosure 4 – In a deposition, Susan Stec of Lathrup Village testified that she met with Curis before the closing of the sale. She took notes on the meeting which have also been submitted herein. She advised Curis of health and safety issues with the properties. The deposition testimony indicates that Curis was aware of problems with the properties and had formulated a plan for rectifying them after closing. Stec's deposition in relevant part is as follows:

Q. And as I look back, it looks like Mr. Curis took notes. He says: "I want to summarize our meetings with the below note in order to make sure that we're all on the same page. We will be providing the following." And he talks about contact information. He's gonna take you on a tour of similar buildings. He's gonna apply for site plan approval. Detailed inspections are gonna be made, detailed reports of corrections are gonna be prepared, ownership to submit a plan concerning parking deficiency, and ownership is going to meet with Mr. Wright to develop a strategy to correct all deficiencies in these buildings.

A. Yes.

Q. That's the way you remember it? This was an agreement that Mr. Curis made. Nobody was threatening him. He made this agreement.

A. Correct.

Thus, as indicated by these acknowledgments of disclosure, Curis was well aware of problems before closing. Emails between Jet and Curis also demonstrate that Curis demanded that the closing be expedited to January 28, 2020. Curis also threatened that, if Jet did not attend the closing on that day, he would deem him to have defaulted on the agreement. He stated that he wanted to avoid more “potential litigation.” As Defendants assert, one would think that Curis would want to use the extra time to further investigate the problems with the properties. However, he refused to wait until the time set forth in the agreement, which provides that “Closing shall occur on or before 5:00 p.m. on February 28, 2020, or at such other time that the parties may mutually agree upon in writing...”

“Michigan's contract law recognizes several interrelated but distinct common-law doctrines - loosely aggregated under the rubric of ‘fraud’- that may entitle a party to a legal or equitable remedy if a contract is obtained as a result of fraud or misrepresentation. These doctrines include actionable fraud, also known as fraudulent misrepresentation; innocent misrepresentation; and silent fraud, also known as fraudulent concealment.” *Titan Ins Co v Hyten*, 491 Mich 547, 555; 817 NW2d 562 (2012). Furthermore, “[a] fraud arising from the suppression of the truth is as prejudicial as that which springs from the assertion of a falsehood, and courts have not hesitated to sustain recoveries where the truth has been suppressed with the intent to defraud.” *Id* at 557, quoting, *Tompkins v Hollister*, 60 Mich 470, 483; 27 NW 651 (1886).

To prevail on the claim for fraud, the circumstances constituting fraud must be delineated with particularity. MCR 2.112(B)(1). “As a general rule, actionable fraud consists of the following elements: (1) the defendant made a material representation; (2) the representation was false; (3) when the defendant made the representation, the defendant knew that it was false, or made it recklessly, without knowledge of its truth as a positive assertion; (4) the defendant made the representation with the intention that the plaintiff would act upon it; (5) the plaintiff acted in reliance upon it; and (6) the plaintiff suffered damage.” *M&D, Inc v W B McConkey*, 231 Mich App 22, 27; 585 NW2d 33 (1998). Generally, a plaintiff cannot maintain their claim of fraud if the plaintiff had the means to determine the truth of the matter. *Alfieri v Bertorelli*, 295 Mich App 189, 194–195; 813 NW2d 772 (2012). This rule applies when the plaintiff was “either presented with the information and chose to ignore it or had some other indication that further inquiry was needed.” *Id* at 195 [Citation omitted].

Here, Defendants made no material misrepresentations to Plaintiffs. Curis was well aware of issues regarding health, safety, and zoning with the properties prior to closing. Under the contract, he was afforded 60 days to inspect the properties for fitness, including zoning, environmental, legal requirements, and to obtain market studies and tax analyses. [Contract, ¶ 6.1]. Under this section, the purchaser may terminate the agreement if the properties are unsatisfactory to the purchaser.

Furthermore, under this section, the “Seller is selling the property ‘as is, where is’ and the “Seller will not be responsible for any deferred maintenance from the purchase price.” Under paragraph 6.2 of the agreement, Curis had 60 days during which it was his obligation to “diligently pursue all zoning, land use, site plan, signage, curb cuts, and other approvals

(governmental or otherwise) necessary for Purchaser to develop the Property for Purchaser's use, including without limitation (collectively, the "Approvals").”

In the Court’s view, Plaintiffs should have reasonably discovered any defects in the properties upon inspection where they were afforded sufficient time to do so. *Lorenzo, supra*. Hence, the risk of loss is transferred to Plaintiffs. *Id.* Thus, because Curis was informed prior to closing regarding issues that Lathrup Village indicated to him about the properties, and, because Jet informed him of these issues, Curis’ claim for fraud fails. Moreover, because there are no fraudulent misrepresentations on the part of Defendants, Plaintiffs are bound by the “as is” clause in the contract. *Clemons, supra; Conahan, supra*.

Therefore, there is no genuine issue of material fact that Defendants did not make any misrepresentations, fraudulent or otherwise, regarding the subject properties. MCR 2.116(C)(10). Plaintiffs have also failed to demonstrate what facts regarding the fitness of the properties were concealed from them. Accordingly, the Court grants Defendants’ motion for summary disposition. The Court need not address the issue of piercing the corporate veil for purposes of holding the individual defendants, Ajbinder Kaur Dhaliwal and Jitendra Singh Dhaliwal, liable for any damages. The Court also need not address the issue of ripeness because Defendants have committed no wrong under the agreement. Thus, no damages have been incurred and liability is no longer an issue.

B. Plaintiffs’ Motion for Summary Disposition

In support of their motion, Plaintiffs first assert that Defendants are in breach of the contract. They contend that, pursuant to the contract, Dahl represented and warranted that the properties had no code violations and were in compliance with city codes and ordinances. They further maintain that Dahl must indemnify, defend, hold them harmless for all claims, damages,

losses, and expenses... arising out of or related to a breach of any... representations and warranties including, without limitation, the cost of any required or necessary repair and cleanup of the Property.” [Contract, ¶ 8.12]. In deposition testimony, Curis stated that he does not go to a city or township building department and inquire about any issues with a particular property. He stated, “I don't do that because our purchase agreements, which provide representations and warranties. I hold the seller accountable to them acknowledging whether or not they're disclosing honest and ethically what's going on with the structure.”

As indicated above, Curis did in fact visit the offices of Lathrup Village where he learned of the various issues enumerated. The section of the contract referred to by Curis pertains to representations and warranties which survive the closing. It also specifically states that the seller's duty to hold harmless and indemnify the buy relates to any breach of representations and warranties. [Contract, ¶8.12]. As indicated above, Defendants never misrepresented the condition of the properties nor did they make fraudulent representations as to the city's requirements. They notified Plaintiffs prior to closing and Plaintiffs chose to proceed to closing knowing their own obligations to cure any defects once closing took place.

As explained above, a plaintiff cannot maintain a claim of fraud if the plaintiff had the means to determine the truth of the matter or the plaintiff has the information and chooses to ignore the information *Alferi, supra*. Here, Curis was aware of issues with the property because the issues were disclosed to him prior to closing and he “chose to ignore” the information. *Id.* No warranties or representations were made to him that the properties had no problems. On several occasions prior to closing, he was made aware that the properties were not in compliance with city regulations for various reasons. As such, Defendants have no duty to indemnify or hold Curis harmless for any “claims, damages, losses and expenses... arising out of or related to a

breach of... representations and warranties.” Therefore, there is no genuine issue of fact that Defendants breached the contract as it pertains to warranties and representations.

Plaintiffs’ next argument is that there is no question that Defendants committed fraud and made misrepresentations as to the fitness of the properties. As already determined above, Plaintiffs have failed to demonstrate that Defendants made any misrepresentations, fraudulent or otherwise, regarding the subject properties or that any facts regarding the fitness of the properties were concealed from them.

Plaintiffs also argue that the “as is” clause does not protect Defendants from liability where they knew of risks and misrepresented them. Again, Plaintiffs were aware of problems, but chose to ignore them and Defendants provided notice of the problems prior to closing. *Lorenzo, supra; Clemons, supra*. As indicated above, Plaintiffs should have discovered with reasonable diligence and did, in fact, discover the zoning, ordinance, health, and safety issues with the properties given the four instances of notice and the 60-day inspection period. *Lorenzo, supra*. Hence, they are bound by the “as is” clause in the agreement. *Clemons, supra; Conahan, supra*.

IV. CONCLUSION

Because Defendants informed Plaintiffs of various issues with the properties prior to closing, all of Plaintiffs’ fraud claims fail. Moreover, because there are no fraudulent misrepresentations on the part of Defendants, Plaintiffs are bound by the “as is” clause in the contract. *Clemons, supra; Conahan, supra*.

Therefore, there is no genuine issue of material fact that Defendants made any misrepresentations, fraudulent or otherwise, regarding the subject properties. MCR 2.116(C)(10). Plaintiffs have also failed to demonstrate what facts regarding the fitness of the properties were

concealed from them. Accordingly, the Court grants Defendants' motion for summary disposition.

Defendants also have no duty to indemnify or hold Plaintiffs harmless for any "claims, damages, losses and expenses... arising out of or related to a breach of... representations and warranties." Therefore, there is no genuine issue of fact that Defendants breached the contract as it pertains to warranties and representations. MCR 2.116(C)(10).

On the basis of the foregoing opinion;

IT IS ORDERED that the motion for summary disposition filed by Defendants Dahl Real Estate, LLC, Ajbinder Kaur Dhaliwal; and Jitendra ("Jet") Singh Dhaliwal is hereby **GRANTED**;

IT IS FURTHER ORDERED that the motion for summary disposition filed by Plaintiffs Lathfield Holdings, LLC, Lathfield Partners, LLC, and Lathfield Investments, LLC is hereby **DENIED**;

IT IS FURTHER ORDERED that Plaintiffs' complaint is hereby **DISMISSED** with prejudice;

IT IS FURTHER ORDERED that this resolves the last pending claim and **CLOSES** the case.

IT IS SO ORDERED.

DATED: 9/19/2022

/s/ Muriel D. Hughes 9/19/2022

Circuit Judge