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STATE OF MICHIGAN

COURT OF APPEALS

JOYS MALCOLM KING, JR.,

Plaintiff-Appellant,

v

MEMBERSELECT INSURANCE COMPANY,

Defendant-Appellee,

and

JOHN DOE, MICHIGAN ASSIGNED CLAIMS PLAN, and MICHIGAN AUTOMOBILE INSURANCE PLACEMENT FACILITY,

Defendants.

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No. 375797
Wayne Circuit Court
LC No. 22-013145-NI

Before: ACKERMAN, P.J., and BAZZI and LIEVENSE, JJ.

PER CURIAM.

In this no-fault insurance case, plaintiff, Joys Malcolm King, Jr., appeals as of right the stipulated order dismissing his claims against defendants, MemberSelect Insurance Company (MemberSelect) and the Michigan Automobile Insurance Placement Facility (MAIPF), with prejudice. In substance, plaintiff seeks reversal of the trial court's earlier order granting MemberSelect's motion for partial summary disposition dismissing Counts 2 and 3 of his amended complaint, which asserted claims for underinsured motorist (UIM) and uninsured motorist (UM) coverage under an insurance policy by MemberSelect. Pursuant to *Stanley v Farmers Ins Exch*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 374881), we dismiss this appeal for lack of jurisdiction.

I. BASIC FACTS AND PROCEDURAL HISTORY

This case arises from a motor-vehicle accident that occurred on June 11, 2022, in Detroit, Michigan. Plaintiff was walking on the sidewalk near Joy Road and Rosemont Avenue when he was struck by a hit-and-run driver. Plaintiff contends that he sustained significant injuries and

incurred medical expenses and other losses because of the collision. At the time of the accident, plaintiff did not own a vehicle or have his own no-fault insurance, but his mother did through MemberSelect.

Following MemberSelect's denial of plaintiff's claims for personal injury protection (PIP) benefits as well as UM and UIM claims, plaintiff filed the underlying action alleging five counts: a third-party negligence claim against John Doe, the hit-and-run driver (Count 1); third-party UM and UIM claims against MemberSelect for damages permitted under the policy (Counts 2 and 3); a first-party claim for PIP benefits against MemberSelect (Count 4); and a first-party claim for PIP benefits against the MAIPF in the event he was ineligible for benefits from MemberSelect (Count 5). During the lower court proceedings, defendants questioned where plaintiff was domiciled at the time of the accident to determine whether plaintiff was covered by the MemberSelect policy issued to plaintiff's mother and the order of priority for his first-party claims for PIP benefits. Because there was conflicting evidence about whether plaintiff was domiciled with his mother or his girlfriend at the time of the accident, the trial court ultimately denied the MAIPF's and MemberSelect's competing motions for summary disposition under MCR 2.116(C)(10) (no genuine issue of material fact) as to the first-party claims (Counts 4 and 5).

MemberSelect further moved for partial summary disposition under MCR 2.116(C)(8) (failure to state a claim on which relief can be granted) and (C)(10) as to plaintiff's UM and UIM motorist claims (Counts 2 and 3), arguing that the policy did not cover plaintiff, but that, even if it did, plaintiff was not entitled to UM or UIM coverage under MemberSelect's policy because plaintiff failed to make a "written report" of the hit-and-run accident to "local law enforcement" within 24 hours or "as soon as it is reasonably possible." MemberSelect further asserted that this requirement served to limit fraud. Plaintiff responded that the 911 call and Detroit Fire Department report authored the day of the accident met the policy's requirements and satisfied the antifraud purpose of that policy provision.

Following a hearing, the trial court agreed with MemberSelect and granted partial summary disposition under MCR 2.116(C)(10), ruling that plaintiff's failure to file a police report complying with MemberSelect's policy barred plaintiff's recovery of benefits. The court's order dismissed Counts 2 and 3 against MemberSelect with prejudice, and it specified that it was not a final order. The parties subsequently entered into a stipulated order dismissing the remaining claims against MemberSelect and the MAIPF with prejudice. That order closed the case, contained no language preserving any right to appeal prior orders, and constituted the final order from which plaintiff now appeals.

II. STANDARD OF REVIEW

"The jurisdiction of the Court of Appeals is governed by statute and court rule." *Chen v Wayne State Univ*, 284 Mich App 172, 191; 771 NW2d 820 (2009). The interpretation of statutes and court rules is a question of law subject to de novo review. *Estes v Titus*, 481 Mich 573, 578-579; 751 NW2d 493 (2008). "Hence, whether this Court has jurisdiction is a question of law that this Court reviews de novo." *Chen*, 284 Mich App at 191.

III. JURISDICTION

Plaintiff appeals from a stipulated order dismissing his remaining claims against MemberSelect and the MAIPF with prejudice. This Court lacks jurisdiction over plaintiff's appeal because plaintiff is not an aggrieved party under *Stanley*.

MCR 7.203(A)(1) provides that this Court's jurisdiction over an appeal of right is limited to appeals filed by an aggrieved party from a final judgment or final order. But as explained in *Stanley*, ___ Mich App at ___; slip op at 2 (quotation marks and citations omitted):

> A party is not aggrieved, however, by an order to which that party has consented. Indeed, it is well settled that a party may not appeal from a consent judgment or stipulated order because such an order reflects the parties' agreement rather than a judicial determination of contested rights. Consistent with that principle, a party cannot stipulate a matter and then argue on appeal that the resulting action was error.
>
> Stipulated orders that are accepted by the trial court are generally construed under the same rules of construction as contracts, because they are agreements reached by and between the parties. Accordingly, when a party expressly reserves the right to appeal a prior ruling in a stipulated dismissal, that reservation may be enforced. Conversely, where a party agrees to a final dismissal with the same opposing party and fails to reserve appellate rights, the stipulated dismissal extinguishes any claim of appeal from earlier rulings involving that party. In that circumstance, the appellant is not an aggrieved party within the meaning of MCR 7.203(A)(1), and this Court lacks jurisdiction over the appeal.

In accordance with these principles, the *Stanley* Court examined whether the plaintiff was barred from challenging a prior order granting partial summary disposition, when the order appealed from was a stipulated dismissal broadly dismissing the plaintiff's remaining claims against the defendant with prejudice and did not "exclude the claims affected by the earlier summary disposition ruling or otherwise preserve any appellate issue arising from that ruling." *Id*. at ___; slip op at 3. The Court distinguished the matter from *Jaber v P & P Hospitality, LLC*, ___ Mich App ___; ___ NW3d ___ (2024) (Docket No. 363572), noting that *Jaber* involved an appellant seeking review of an earlier order concerning one defendant, despite later entering into a stipulated order with a different defendant. *Stanley*, ___ Mich App at ___; slip op at 3. The *Stanley* Court clarified that because the *Jaber* defendant who benefited from the earlier ruling was not a party to the subsequent stipulated dismissal, that defendant could not require the plaintiff to preserve appellate rights in an agreement to which it was not party. *Id*. *Stanley*, by contrast, involved a plaintiff who entered into a stipulated dismissal with the same party that obtained the earlier ruling. *Id*. Accordingly, this Court reasoned, the plaintiff was required to expressly preserve any appellate challenge to that ruling in the stipulated dismissal, and because the plaintiff failed to do so, her "consent to the final dismissal forecloses appellate review, and this Court lacks jurisdiction over the appeal." *Id*.

Much like *Stanley*, here, plaintiff contests an earlier summary disposition ruling involving the same party with whom plaintiff subsequently entered into a stipulated dismissal with prejudice,

i.e., MemberSelect, and the stipulated order omitted language preserving plaintiff's right to appellate review of the previous ruling. Plaintiff attempts to differentiate this case from *Stanley* by asserting that the claims addressed in the prior summary disposition ruling were distinct from those resolved by the stipulated dismissal. But *Stanley* contains no such limitation. Instead, the Court broadly held that when a plaintiff seeks to challenge a prior interlocutory ruling involving the same defendant with whom the plaintiff later enters into a stipulated order of dismissal, the plaintiff must preserve its appellate rights in that stipulated order. *Id*. Otherwise, the plaintiff is not an "aggrieved party" entitled to appellate review under MCR 7.203(A)(1). *Id*. Accordingly, under *Stanley*, the dispositive consideration is whether the plaintiff stipulated to the final dismissal with the same party that obtained the prior interlocutory ruling—not whether the claims addressed in the prior ruling were identical to those resolved by the stipulated dismissal. Thus, like *Stanley*, this Court lacks jurisdiction over the present appeal.[1]

Dismissed.

/s/ Matthew S. Ackerman
/s/ Mariam S. Bazzi

[1] Plaintiff argues that this Court should convene a conflict panel under MCR 7.215(J) "to resolve the friction between *Stanley* and *Jaber* and establish a clear and universal precedent as to what is required to preserve an issue or issues for appeal while resolving other issues in the trial court." We decline plaintiff's request to initiate conflict-panel proceedings.