

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NORMAN DEHKO, SABAH DEKHO,
JORDAN DEHKO, LINCOLN INTERNATIONAL,
LLC/1-800-PAIN-800, DEHKO INVESTMENTS,
INC./RENT A RIDE, LEVEL 1 HEALTH
SYSTEMS OF MICHIGAN PHYSICAL THERAPY
And SELECT MEDICAL GROUP OF MICHIGAN,
PLLC,

Case No 2023-203881-CB
Honorable Victoria Valentine

Plaintiffs,

v

PROGRESSIVE MARATHON INSURANCE
COMPANY and PROGRESSIVE MICHIGAN
INSURANCE COMPANY,

Defendants.

ORDER REMOVING CASE FROM BUSINESS COURT

At a session of said Court, held in the
County of Oakland, State of Michigan
November 27, 2024

HONORABLE VICTORIA A. VALENTINE

This matter is before the Court on the Court's own motion. The Court is obligated to question, sua sponte, its own jurisdiction over the subject matter of an action¹ and is duty bound to take appropriate action for want of subject matter jurisdiction when no such jurisdiction exists.²

Plaintiffs' Complaint failed to inform the Court of pending litigation between these same parties, which involves much of the same facts and controversy pending before this Court and the Honorable Jacob J. Cunningham, in Progressive Marathon Insurance Company v Michael Angelo, et al. Case No. 22-194523-CZ.c (the "Progressive Suit"). See MCR 1.109(D)(2). In fact, this Court had previously removed the Progressive Suit from the business court as the matter appeared to fall within the statutory exclusion under

¹ See e.g., *In re Estate of Fraser*, 288 Mich 392, 394 (1939).

² See e.g., *In re Estate of Fraser*, 288 Mich at 394. See also *Fox v Univ of Michigan Bd of Regents*, 375 Mich 238, 243 (1965) ("A court which has determined that it has no jurisdiction should not proceed further except to dismiss the action."), citing *Lehman v Lehman*, 312 Mich 102 (1945); *Yee v Shiawassee County Bd of Comm'rs*, 251 Mich App 379, 399 (2002).

MCL 600.8031(3)(l).³

Each and every Plaintiff in this case is a Defendant in the Progressive Suit. Defendants in this case are Plaintiffs in the Progressive Suit. Further, claims appear to be ultimately related to no-fault insurance coverage, (i.e. the Breach of Contract claim relates to Breach of No-Fault Policy) and allege civil rights violations, claims that are excluded from the Business Court jurisdiction under MCL 600.8031(3)(l) and (o).

THEREFORE, THE COURT HEREBY ORDERS: Consistent with the Court's Removal Order in the Progressive Suit this matter is REMOVED from the Business Court.

IT IS FURTHER ORDERED that the case is reassigned to Honorable Jacob J. Cunningham, the judge presiding over the Progressive Suit. See MCR 8.111(D).



Dated: 11/27/2024

HON. VICTORIA A. VALENTINE
CIRCUIT COURT JUDGE

³ Progressive Marathon Insurance Company v Michael Angelo, et al. Case No. 22-194523-CZ, Order dated December 22, 2022.