

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

A123 SYSTEMS, LLC,

Plaintiff,

v

Case No. 25-213486-CB
Hon. Michael Warren

VOLTARI MARINE ELECTRIC INC.,
VOLTARI ELECTRIC INC., and
VOLTARI POWER SYSTEMS INC.,

Defendants.

**OPINION AND ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY
DISPOSITION PURSUANT TO MCR 2.116(C)(1) IN LIEU OF AN ANSWER**

At a session of said Court, held in the
County of Oakland, State of Michigan
December 5, 2025

PRESENT: HON. MICHAEL WARREN

OPINION

I

This cause of action arises out of a dispute regarding unpaid purchase orders for battery products from 2021 and 2022. A123 Systems, LLC (the "Plaintiff") alleges Breach of Contract (Count I) against Voltari Marine Electric Inc., Voltari Electric Inc., and Voltari Power Systems Inc. (collectively, the "Defendants") for their refusal to resolve the outstanding balance owed to the Plaintiff for unpaid invoices.

Before the Court is the Defendants' Motion for Summary Disposition Pursuant to MCR 2.116(C)(1) in Lieu of an Answer. Oral argument is dispensed as it would not assist the Court in its decision-making process.¹

At stake is whether the Plaintiff has met its burden of demonstrating that this Court has jurisdiction over the Defendants, two Canadian corporations and a Florida corporation? Because sufficient minimum contacts do not exist between the Defendant and Michigan to support Michigan's exercise of limited personal jurisdiction, the answer is "no," and the Motion for Summary Disposition Pursuant to MCR 2.116(C)(1) in Lieu of an Answer is granted.

II Background

The Plaintiff is a manufacturer of lithium-ion batteries used in the automotive industry. The Plaintiff is a Delaware limited liability company that is headquartered in Novi, Michigan. The Defendants, Voltari Electric Inc. ("VEI"), Voltari Power Systems Inc. ("VPS"), and Voltari Marine Electric Inc. ("VME"), design and manufacture electric

¹ MCR 2.119(E)(3) provides courts with discretion to dispense with or limit oral argument and to require briefing. MCR 2.116(G)(1) specifically recognizes application of MCR 2.119(E)(3) to summary disposition motions. Subrule (G)(1) additionally authorizes courts to issue orders establishing times for raising and asserting arguments. This Court's Scheduling Order clearly and unambiguously set the time for asserting and raising arguments, and legal authorities to be in the briefing – not to be raised and argued for the first time at oral argument. Therefore, both parties have been afforded due process as they each had notice of the arguments and an opportunity to be heard by responding and replying in writing, and this Court has considered the submissions to be fully apprised of the parties' positions before ruling. Because due process simply requires parties to have a meaningful opportunity to know and respond to the arguments and submissions which has occurred here, the parties have received the process due.

powered speedboats. VEI is a Florida corporation with its principal place of business in St. Petersburg, Florida. VPS is a Canadian corporation with its principal place of business in Quebec, Canada. VME is a Canadian corporation with its principal place of business in Ontario, Canada.

The parties began conducting business in 2021, executing fourteen (14) purchase orders in 2021 and 2022 for the sale of Plaintiff's battery-related products to the Defendants, who would then utilize the parts in their production of electric boats. The invoiced total for the fourteen purchase orders (the "POs") is \$1,848,605.00. The Plaintiff provided the products as contracted; however, the Defendants failed to pay in full for the seventh order and failed to pay anything for the last seven orders (orders eight through 14). The Plaintiff alleges the Defendants owe \$1,585,754.00 for the unpaid orders and contractual interest (1.5 percent per month). The Defendants have acknowledged the debt but failed to take any action to resolve the outstanding balance.

The Plaintiff filed this cause of action on March 14, 2025, for Breach of Contract. The three Defendants argue that this Court lacks personal jurisdiction over them.

Bruno Tellier, President of Defendant VPS (formerly LTS Marine, Inc. ("LTS")), attests that between 2021 and 2022, VPS (in Quebec) issued several POs to Wanxiang A123 Systems Asia Co. Ltd ("Wanxiang A123"), the Plaintiff's parent company, in China for the purchase of batteries; VPS payments were directed to accounts in China; Wanxiang A123 manufactured the products in China, and VPS would then arrange for

the goods to be picked up in China and shipped to Quebec; VPS never contracted with the Plaintiff, A123 Systems, LLC; VPS did not transact any business in the State of Michigan relating to the claims and allegations in the Plaintiff's Complaint; VPS does not maintain an office, facility, or other physical location in the State of Michigan; and VPS does not have any officers or employees in the State of Michigan. [Tellier Affidavit.]

Cameron Heaps, CEO of Defendant VME (formerly Carbon Marine, Inc.), attests that VME is a Canadian corporation with its principal place of business in Ontario; VME, while related to other entities named as Defendants in this case, is a separate corporate entity; VME was not a party to any of the transactions at issue in the Complaint; VME did not issue any of the respective POs; VME did not receive any products or invoices from the Plaintiff, A123 Systems, LLC, or Wanxiang A123; VME did not make any payments to the Plaintiff, A123 Systems, LLC, or Wanxiang A123; VME did not contract for goods or services with either the Plaintiff or Wanxiang A123; VME did not transact any business in the State of Michigan relating to the claims and allegations in the Plaintiff's Complaint; VME does not maintain an office, facility, or other physical location in the State of Michigan; and VME does not have any officers or employees in the State of Michigan. [Heaps Affidavit.]

Todd Plaskacz, sole Director of Defendant VEI, attests that VEI is a Florida corporation with its principal place of business in Florida; VEI, while related to other entities named as Defendants in this case, is a separate corporate entity; VEI was not a party to any of the transactions at issue in the Complaint; VEI did not issue any of the

respective POs; VEI did not receive any products or invoices from the Plaintiff, A123 Systems, LLC, or Wanxiang A123; VEI did not make any payments to the Plaintiff, A123 Systems, LLC, or Wanxiang A123; VEI did not contract for goods or services with either the Plaintiff or Wanxiang A123; VEI did not transact any business in the State of Michigan relating to the claims and allegations in the Plaintiff's Complaint; VEI does not maintain an office, facility, or other physical location in the State of Michigan; and VEI does not have any officers or employees in the State of Michigan. [Plaskacz Affidavit.]

Manuel Spitzlay, a Global Key Account Manager for the Plaintiff in Michigan, attests that the Plaintiff handled all aspects of the contract negotiations with the Defendant VPS (formerly LTS), and the Plaintiff's parent company, Wanxiang A123, was not involved; the Plaintiff coordinated the manufacture of the battery products through its parent company Wanxiang A123; he had many conversations and discussions with Voltari executives on the Plaintiff's behalf about doing business together, desired products, POs, invoices, and outstanding balances, and said communications occurred while he was physically located in Michigan; during all of his interactions involving business between the Plaintiff and VPS, it was understood that the Plaintiff would be sales office that worked directly with Voltari and Wanxiang A123 would manufacture the products; VPS and Voltari were required to work with the Plaintiff in Michigan directly and the sale of the battery products was conditioned upon Plaintiff being directly involved in the business; and the Plaintiff's parent company, Wanxiang A123, does not work directly with North American customers. [Spitzlay Affidavit.]

Matthew Nowak, the Plaintiff's Director of Legal in Novi, Michigan, attests that, until the Complaint was filed, the Defendants consistently presented themselves as "Voltari;" the Defendants repeatedly acknowledged the legitimacy of the debt owed to Wanxiang A123; and in May of 2024, two of Voltari's executives (Heaps and Markou), traveled to Michigan and attended meetings in the Plaintiff's Novi office. [Nowak Affidavit.]

III Standard of Review

A motion for summary disposition alleging lack of personal jurisdiction is resolved on the basis of the pleadings and the evidentiary support, if any, then filed in the action or submitted by the parties. MCR 2.116(C)(1); MCR 2.116(G)(3) and (G)(5). Allegations in the complaint must be taken as true to the extent they are uncontested by affidavits or documentary evidence submitted by the defendant. Evidence supporting the motion must be submitted only "when the grounds asserted do not appear on the face of the pleadings" MCR 2.116(G)(3)(a). Submitted affidavits or other documentary evidence "shall only be considered to the extent that the content or substance would be admissible as evidence to establish or deny the grounds stated in the motion." MCR 2.116(G)(6).

The burden of establishing the necessary jurisdictional facts is on the plaintiff, but the plaintiff need only make a *prima-facie* showing of jurisdiction to defeat a motion for summary disposition. *Jeffrey v Rapid American Corp*, 448 Mich 178, 184 (1995); *Oberlies v*

Searchmont Resort, Inc, 246 Mich App 424, 426 (2001). “All factual disputes for the purpose of deciding the motion are resolved in the plaintiff’s (non-movant’s) favor.” *Id.*

IV **Applicable Law**

Personal jurisdiction is governed by statute. Michigan courts can acquire personal jurisdiction over limited liability companies by two means: general (“all purpose”) jurisdiction under MCL 600.711 or limited (“long arm” or “specific”) jurisdiction under MCL 600.715.

In the instant case, the Complaint alleges that the Court has personal jurisdiction over the Defendants because they have transacted business within the state under MCL 600.715. [Complaint, ¶¶ 2-4, 10.] In particular, the Defendants have solicited business within the state and have negotiated and entered into contracts for the purchase of goods within the state. [Complaint, ¶¶ 8, 11.]

A **General Personal Jurisdiction**

MCL 600.711 provides for the exercise of general personal jurisdiction over a corporation in three circumstances: (1) incorporation under the laws of this state, (2) consent to jurisdiction, or (3) the carrying on of a continuous and systematic part of its general business within the state. Michigan courts require foreign corporations to “actually be present within the forum state on a regular basis, either personally or

through an independent agent.” *Glenn v TPI Petroleum, Inc*, 305 Mich App 698, 707 (2014). Michigan courts consider “whether the particular corporate entity has a physical location, officers, employees, or bank accounts in Michigan,” and “conduct in soliciting and procuring sales and purchases within Michigan.” *Id.*

In the instant case, despite the Parties’ business relationship, the Plaintiff does not present evidence that the Defendants were present within Michigan on a regular basis. The Defendants do not have a physical location, employees, agents, or a bank account in Michigan. [Heaps, Tellier, and Plaskacz Affidavits.] As a result, the Defendants are not subject to the exercise of general personal jurisdiction under MCL 600.711.

B **Limited Personal Jurisdiction**

“Limited” or “specific” jurisdiction exposes a defendant to suit in the forum state only as to those claims that “arise out of or relate to” the defendant’s contact with the forum. See, e.g., *Columbia, SA v Hall*, 466 US 408, 414-415 (1984); *Witbeck v Bill Cody’s Ranch Inn*, 428 Mich 659, 665 (1987). Michigan employs a two-step analysis when examining whether the State may exercise limited personal jurisdiction over a defendant under MCL 600.715, namely (1) whether the defendant’s conduct falls within a provision of the long-arm statute, MCL 600.715, and (2) whether the exercise of jurisdiction comports with due process. See, e.g., *Green v Wilson*, 455 Mich 342, 347 (1997), citing *Starbrite Distributing Inc v Exceda Mfg Co*, 454 Mich 302, 304 (1997). “Long-arm statutes establish the nature, character and types of contacts that must exist for purposes of exercising personal

jurisdiction." *Green*, 455 Mich at 348. "Due process, on the other hand, restricts permissible long-arm jurisdiction by defining the quality of contacts necessary to justify personal jurisdiction under the constitution." *Id.* Further, although Michigan's long arm statute is "coextensive" with due process, the coextensive nature of Michigan's long-arm jurisdiction - i.e., the due process inquiry - becomes pertinent and necessary "only if the particular acts or status of a defendant first fit within a long-arm statute provision." *Green*, 455 Mich at 350-351.

1 Michigan's Long-Arm Statute

MCL 600.715 identifies five relationships sufficient to constitute a basis for personal jurisdiction to enable courts of record of Michigan to exercise limited personal jurisdiction and enable such courts to render personal judgments against corporations:

- (1) The transaction of any business within the state.
- (2) The doing or causing any act to be done, or consequences to occur, in the state resulting in an action for tort.
- (3) The ownership, use, or possession of any real or tangible personal property situated within the state.
- (4) Contracting to insure any person, property, or risk located within this state at the time of contracting.
- (5) Entering into a contract for services to be performed or for materials to be furnished in the state by the defendant.

Here, the Plaintiff's Complaint alleges that the Defendants transact business in Oakland County, Michigan. [Complaint, ¶¶ 2-4.] "The standard for deciding whether a party has transacted any business under § 600.715(1) is extraordinarily easy to meet." *Viches v MLT, Inc*, 127 F Supp2d 828, 830 (ED Mich, 2000). "Our Legislature's use of the

word 'any' to define the amount of business that must be transacted establishes that even the slightest transaction is sufficient to bring a corporation within Michigan's long-arm jurisdiction." *Oberlies v Searchmont Resort, Inc*, 246 Mich App 430 (2001); *Sifers v Horen*, 385 Mich 195, 199 n 2 ("Within long-arm statute giving Michigan courts jurisdiction over nonresident who transacts any business within state, "any" includes "each" and "every" and comprehends "the slightest"). See also *SRS Techs, LLC v National Minority Trucking Ass'n, Inc*, opinion of the United States District Court for the Eastern District of Michigan, issued February 16, 2018 (Case No. 17-13207), p 3 ("The Sixth Circuit has held that an exchange of correspondence and telephone calls between a non-resident defendant and the plaintiff in Michigan, along with sending payments to Michigan, can be enough to satisfy limited personal jurisdiction for the purposes of Michigan's long-arm statute").

In the present action, the Plaintiff has presented evidence that in 2021 and 2022, Defendant VPS (formerly known as LTS Marine) purchased battery products from the Plaintiff. It began when VPS/LTS contacted the Novi-based Plaintiff in 2019 to discuss doing business together. VPS/LTS then executed a confidentiality agreement with the Plaintiff. [Response, Exhibit 1.] The following year, VPS/LTS reached out to the Plaintiff again, seeking to do business. [Response, Exhibit 2.] In January 2021, VPS/LTS and the Plaintiff continued to discuss doing business together. [Response, Exhibit 4.] In February 2021, VPS/LTS requested a quote from the Plaintiff. [Response, Exhibit 5.] Shortly thereafter, the Plaintiff provided a proposal to VPS/LTS as requested. The proposal was created and sent by the Plaintiff, and included delivery terms specifying "FCA -

Hangzhou, China.” [Response, Exhibit 6.] The Plaintiff’s Terms and Conditions were provided with the proposal, stating that any contracts made shall be governed by the laws of Michigan. [Response, Exhibit 7.] The Plaintiff and VPS/LTS negotiated various aspects of the proposal. [Response, Exhibit 8.] Following negotiations, VPS/LTS issued a PO to the Plaintiff’s parent company, Wanxiang A123, in Zhejiang, China. [Id.] The Plaintiff coordinated the order fulfillment and shipping details. [Response, Exhibits 9 and 10.]

The Plaintiff continued to send VPS/LTS additional proposals throughout 2021 and 2022. [Response, Exhibits 11, 20 and 22.] Additional POs were issued by VPS/LTS to the Plaintiff’s parent company, Wanxiang A123 in China. [Motion, Exhibit B.] The Plaintiff continued to be the point of communication with VPS/LTS, coordinating the orders, and handling all price negotiations, delivery issues, and product related issues. [Response, Exhibits 12-14, 28-30.] The invoices were issued by Wanxiang A123 to VPS/LTS in Quebec. [Motion, Exhibit D.] Invoice payments were made by VPS/LTS to Wanxiang A123’s bank account in China. [Motion, Exhibit E.]

In sum, the Plaintiff (i) handled all aspects of the contract negotiations with VPS/LTS; (ii) coordinated the manufacture of the battery products through its parent company Wanxiang A123; (iii) was the point of contact with VPS/LTS regarding their business partnership, products, POs, invoices, and outstanding balances; and (iv) was the sales office that worked directly with the VPS/LTS to order, source and ship the products manufactured by Wanxiang A123. [Spitzlay Affidavit.]

These circumstances establish the Defendant VPS/LTS's "transaction of any business within the state." MCL 600.705(1); see *Sifers v Horen*, 385 Mich 195, 199, n 2 (1971) (explaining that the word "any" within MCL 600.705[1] "means just what it says. It includes 'each' and 'every.' . . . It comprehends 'the slightest.'"). Accordingly, the Court may exercise limited personal jurisdiction over Defendant VPS under Michigan's long-arm statute. The Court must proceed to the second step of the analysis – whether the exercise of personal jurisdiction over the Defendants would offend due process.

However, the respective transactions involved the Plaintiff; the Plaintiff's parent company, Wanxiang A123; and Defendant VPS. The Plaintiff has failed to provide any evidence of a transaction with the other two Defendants, VEI and VME. Accordingly, the Court may not exercise limited personal jurisdiction over Defendants VEI and VME under Michigan's long-arm statute.

2 Due Process

"The Due Process Clause of the Fourteenth Amendment 'does not contemplate that a state may make binding a judgment in personam against an individual or a corporate defendant with which the state has no contacts, ties, or relations.'" *Witbeck v Bill Cody's Ranch Inn*, 428 Mich 659, 666 (1987). Due process requires that a defendant have certain minimal contact with the state so that the suit does not offend the traditional notions of fair play. *International Shoe Co v Washington*, 326 US 310 (1945); *Keifer v May*, 46

Mich App 566 (1973). A critical inquiry is whether the defendant had sufficient minimum contacts with Michigan such that the exercise of jurisdiction by Michigan courts would comport with “traditional notions of fair play and substantial justice.” *Oberlies*, 246 Mich App at 432-433, quoting *Int'l Shoe Co v Washington*, 326 US at 316. “In determining whether sufficient minimum contacts exist between a defendant and Michigan to support Michigan’s exercise of limited personal jurisdiction, the Court must apply” the following three-prong test: “First, the defendant must have purposefully availed himself of the privilege of conducting activities in Michigan, thus invoking the benefits and protections of this state’s laws. Second, the cause of action must arise from the defendant’s activities in the state. Third, the defendant’s activities must be substantially connected with Michigan to make the exercise of jurisdiction over the defendant reasonable.” *Starbrite Distributing*, 454 Mich at 309. “All three prongs of this test must be satisfied.” *Green v Wilson*, 211 Mich App 140, 142 (1995), affirmed in part and reversed in part by *Green v Wilson*, 455 Mich 342 (1997); *Knight v Rhodes Aviation, Inc*, unpublished per curiam opinion of the Court of Appeals, issued January 12, 2006 (Docket No. 255952), p 2 (“Three conditions must be met to satisfy due process.”); *McAlpine, PC v Tiara Condominium Association, Inc*, unpublished per curiam opinion of the Court of Appeals, issued January 11, 2018 (Docket No. 334240), p 2 (“all of the elements of the three-part test were satisfied and defendants’ motion for summary disposition based on lack of personal jurisdiction was denied”).

Purposeful availment exists if a defendant engaged in “a deliberate undertaking to do or cause an act or thing to be done in Michigan.” *Jeffrey*, 448 Mich at 187-188. “[T]he primary focus when analyzing personal jurisdiction should be on ‘reasonableness’ and ‘fairness.’” *Oberlies*, 246 Mich App at 433. “When undertaking a due process analysis case by case, a court should examine the defendant’s own conduct and connection with the forum to determine whether the defendant should reasonably anticipate being hauled into court there.” *W H Fro, Inc v Domanski*, 252 Mich App 220, 230 (2002).

In the instant case, Defendant VPS/LTS reached out to the Michigan based Plaintiff in 2019 to solicit the Plaintiff’s business, prompting the Plaintiff and VPS/LTS to execute a Non-Disclosure Agreement. Defendant VPS/LTS reached out to the Plaintiff again in 2020, further petitioning the Plaintiff to work with it. In the following months, Defendant VPS/LTS continued to seek a proposal from the Plaintiff for the purchase of its products. A proposal was subsequently provided by the Plaintiff, resulting in several years of follow-up correspondence and communication, additional proposals from the Plaintiff, issuance of POs, further negotiations, and the sale of goods from the Plaintiff’s parent company to Defendant VPS/LTS. Representatives of Defendant VPS/LTS also made at least two trips to Michigan to visit with the Plaintiff at their Michigan office to meet and discuss its business with the Plaintiff and its parent company. In addition, VPS/LTS contacted the Plaintiff on a few occasions to request the Plaintiff’s investment in the Voltari business. Specifically, Defendant VPS/LTS pitched a proposed Note and

Investor Presentation, seeking money from the Plaintiff.² Lastly, the Plaintiff has provided evidence that Defendant VPS/LTS has transacted business with other Michigan-based companies for the past seven years, for over \$750,000 in sales, and at least 25 Michigan-based business transactions. [Response, Exhibits 43 and 44.] In review of the foregoing, Defendant VPS/LTS's contacts with the Plaintiff and other Michigan companies are not random, fortuitous, or attenuated. In sum, Defendant VPS/LTS has purposefully availed itself of the privilege of conducting activities in Michigan. The Plaintiff has met the first prong of the due process analysis.

The second factor in the due process inquiry is whether the cause of action arose from the Defendant VPS/LTS's activities in Michigan. *Starbrite*, 454 Mich at 312. "It is fundamental that for limited personal jurisdiction to attach, the cause of action must arise from the circumstances creating the jurisdictional relationship between the defendant and the foreign state." *Oberlies*, 246 Mich at 435 (quotation marks and citation omitted). The "arising from" element of the second prong is satisfied when "the operative facts of the controversy arise from the defendant's contacts with the state." *Calphalon Corp*, 228 F3d at 723. For a plaintiff's cause of action to arise from defendant's activities within the forum state, it must be "'related to' or 'connected with' the defendant's forum contacts." *Youn v Track, Inc*, 324 F3d 409, 419 (CA 6, 2003). The Sixth Circuit has articulated the appropriate standard for the second prong of the due process analysis as "whether the

² See *IA, Inc v Thermacell Techs, Inc*, 983 F Supp 697, 703 (ED Mich, 1997) (act of distributing the prospectus directly to Florida residents in an attempt to encourage them to invest in defendant constitutes the purposeful availment necessary to establish jurisdiction in Florida).

causes of action were ‘made possible by’ or ‘lie in the wake of’ the defendant’s contacts,” or “whether the causes of action are ‘related to’ or ‘connected with’ the defendant’s contacts with the forum state.” *Air Prods and Controls*, 503 F3d at 553 (internal quotations and citations omitted).

The Plaintiff’s cause of action arises from the breach of the POs and Defendant VPS/LTS’s refusal to pay the outstanding Invoices for the respective POs. The POs were issued by Canadian VPS/LTS to the Chinese company Wanxiang Al23, for the purchase of certain battery products manufactured by Wanxiang Al23 in China and then transported to the end user, VPS/LTS in Canada. Likewise, the invoices were issued by Wanxiang Al23 in China to VPS/LTS in Canada, with payment to be made by VPS/LTS to Wanxiang Al23’s Chinese bank account. The cause of action does not arise from any activities in the State of Michigan. Here, the cause of action arises from breached POs and unpaid Invoices. The Product was never intended to be shipped or delivered into Michigan. Invoicing and payment was never intended to occur in Michigan. There were no other Michigan contacts specifically related to the breach of contract claim made by the Plaintiff. The Plaintiff has failed to provide any evidence to support its position that there were any meaningful Michigan contacts by VPS/LTS in connection with their alleged breach of these particular POs and Invoices. In short, the Plaintiff has not met the second prong of the due process analysis.

Under the third prong of the due process inquiry, “[o]nce the threshold requirement of minimum contacts is satisfied, a court must still consider whether the

exercise of personal jurisdiction comports with fair play and substantial justice.” *Jeffery*, 448 Mich at 188-189. In making the determination whether the exercise of jurisdiction is reasonable “[t]he burden on the defendant is a primary concern, but, in appropriate cases, it should be considered in light of other relevant factors” *Starbrite*, 454 Mich at 313. The Michigan Supreme Court, quoting the United States Supreme Court, has elaborated:

As noted in *World-Wide Volkswagen Corp v Woodson*, 444 US 286, 292; 100 S Ct 559; 62 L Ed 2d 490 (1980), the burden on the defendant is a primary concern, but, in appropriate cases, it should be considered in light of other relevant factors, including

the forum State’s interest in adjudicating the dispute; the plaintiff’s interest in obtaining convenient and effective relief, at least when that interest is not adequately protected by the plaintiff’s power to choose the forum; the interstate judicial system’s interest in obtaining the most efficient resolution of controversies; and the shared interest of the several States in furthering fundamental substantive social policies . . . [citations omitted.]

[*Starbrite*, 454 Mich at 313.]

In this case, Michigan has a significant interest in adjudicating this dispute to obtain justice for a Michigan limited liability company. However, in *Starbrite* there were products shipped into the State of Michigan or other implications for the State in general. Further, the Plaintiff has failed to show how it would be denied effective relief if this case was litigated in another forum. Moreover, key witnesses involving the Products, POs, and Invoices at issue are not located in Michigan. Indeed, in light of the lack of any factual basis of the controversy actually occurring in Michigan, there is a substantial burden on

Defendant VPS to litigate the matter here. Notably, the Plaintiff's breach of contract claim is not substantially connected with the State of Michigan so as to make the exercise of jurisdiction in Michigan reasonable, and Defendant VPS has no presence in the State of Michigan. As such, the Plaintiff has failed to meet this prong as well.

In the end, because the Plaintiff has met only one prong of the three-part due process test, the Plaintiff has not made a *prima-facie* showing that sufficient minimum contacts exist between the Defendant VPS and Michigan to support Michigan's exercise of limited personal jurisdiction. For that reason, summary disposition is warranted.

ORDER

In light of the foregoing Opinion, the Defendants' Motion for Summary Disposition Pursuant to MCR 2.116(C)(1) in Lieu of an Answer is GRANTED. THIS RESOLVES THE LAST PENDING CLAIM AND CLOSES THE CASE

/s/ Michael Warren

**HON. MICHAEL WARREN
CIRCUIT COURT JUDGE**



