

STATE OF MICHIGAN
COURT OF APPEALS

JESSICA PAGE WEBER, CRP,

Plaintiff-Appellant,

v

COMMON GROUND,

Defendant-Appellee,

and

STAR EMS,

Defendant.

UNPUBLISHED

December 17, 2020

No. 352733

Oakland Circuit Court

LC No. 19-178429-CZ

Before: CAVANAGH, P.J., and JANSEN and SHAPIRO, JJ.

PER CURIAM.

Plaintiff, acting *in propria persona*, appeals the trial court’s order dismissing her case without prejudice in favor of defendant, Common Ground.¹ On appeal, plaintiff argues the trial court erred in entering the order of dismissal under MCR 2.111, finding plaintiff’s pleadings were “unintelligible” and failed to conform to the court rules. We affirm.

I. FACTS AND PROCEDURAL BACKGROUND

This case arises from an alleged “non-contractual money obligation” between plaintiff and Common Ground. It is unclear, on the basis of plaintiff’s pleadings and statements, what specific

¹ We note Common Ground’s jurisdictional challenge regarding this appeal because the dismissal order was without prejudice, and thus, not a final order appealable by right. However, even if we agreed with the argument, in the interest of judicial economy we would exercise our discretion to treat plaintiff’s appeal as an application for leave to appeal, grant leave, and address the issues presented. See *Wardell v Hincka*, 297 Mich App 127, 133 n 1; 822 NW2d 278 (2012).

issue gave rise to plaintiff's complaint; however, it appears the basis for plaintiff's claim arose in January 2012, when an ambulance was called to plaintiff's residence. Plaintiff was then transported to Common Ground's facility. A month later, plaintiff was sent an invoice from Star EMS (Star) for the ambulance transport service. Plaintiff alleges she erroneously or involuntarily paid the invoice. Plaintiff alleges because Common Ground and Star were aware of "the benefit[,] . . . it was unfair for either party to accept or retain the benefit without paying for it[.]" and, as a result, she sustained a loss of income, loss of self-esteem, humiliation, and embarrassment.

Plaintiff sued; however, plaintiff did not specify counts in her complaint against Common Ground or Star. Instead, plaintiff provided information regarding unemployment benefits, reference to a medical order, and broad statements accusing Common Ground and Star of unfairly "accept[ing] or retain[ing] the benefit without paying for it." Common Ground answered the complaint, denying plaintiff's claims and requesting attorney's fees. Common Ground argued plaintiff's complaint failed to state a cause of action and was barred by the running of the applicable statute of limitations. Plaintiff responded, arguing Common Ground's allegations lacked a factual basis preventing her from properly responding to Common Ground's answer, the statute of limitations was 10 years under MCL 600.5809(3), and Common Ground was not entitled to attorney fees.

The trial court entered an order, requiring plaintiff to file an amended complaint or appear at a show cause hearing because plaintiff's complaint failed to comply with the pleading requirements under MCR 2.111(B)(1), and did not contain specific allegations to reasonably inform Common Ground and Star of the nature of the claims. Plaintiff filed an amended complaint but, again, did not specify counts in her complaint against Common Ground or Star. Instead, plaintiff included further incoherent details surrounding the purported incident and her involuntary payment of Star's invoice. Common Ground objected to the amended complaint, arguing plaintiff's allegations in her complaint and amended complaint were vague, disconnected, and did not enable Common Ground to understand the nature of the claims against it. Common Ground contended it could not reasonably be required to answer plaintiff's claims without understanding the substance of the claims against it. Plaintiff responded, arguing Common Ground's objection was "direct attempt to harass, belittle, judge, and go to [p]laintiff's sanity or mental health" and made without proof or specificity. Following plaintiff's response, plaintiff filed a motion for judgment on the pleadings, under MCR 2.116(C)(8), arguing she was entitled to reimbursement of Star's invoice and her case "should not be dismissed based on the existence of an express contract" because "a contract between Common Ground and [Star] and other parties . . . is missing. Here, the file cannot be found; there is no contract."

Common Ground filed a motion for bond as security for costs and sanctions, arguing plaintiff's amended complaint violated MCR 2.111(B)(1) because it did not reasonably inform Common Ground of the nature of the claims against it. Common Ground contended the trial court should order plaintiff to provide a \$10,000 bond to continue her case because the complaint was "an incoherent and rambling pleading[.]" "untimely, as it claims wrongdoing in January of 2012[.]" and "frivolous and sanctionable." In addition, Common Ground argued sanctions were appropriate because of plaintiff's improper ex-parte communication with an employee of Common Ground. Plaintiff responded and filed her own motion for bond as security for costs and sanctions, arguing Common Ground "provided no legal merit or basis to say why [plaintiff's complaints are]

incoherent other than mere words of speculation intended to allegedly harass, intimidate, defame and demean [p]laintiff.” Plaintiff asserted she did not engage in improper ex-parte communications because Common Ground’s counsel was a recipient of plaintiff’s email communication to Common Ground’s employee and plaintiff was instructed by an unknown attorney to contact Common Ground’s employee.

The trial court held a hearing and entered a written order dismissing plaintiff’s complaint without prejudice, concluding plaintiff failed to state a specific cause of action:

[T]he problem is, you [plaintiff] don’t state a cause of action. You [plaintiff] don’t say this happened or that happened, and you know, you don’t have counts in here.

* * *

[B]ecause your Complaint did not file—you did not—failed to file conforming pleadings I’m going to dismiss your case without prejudice which means you could still file but your pleadings would have to conform with the court rules and state specific causes of action to which [Common Ground’s counsel] would then be able to respond to. So, I’m dismissing your Complaint without prejudice.

Plaintiff filed an objection to the order for dismissal and motion for rehearing, objecting to the formatting of the trial court’s order, the dismissal of plaintiff’s case, and the lack of time plaintiff was given to respond to the order. The trial court entered an order affirming the dismissal order and denying plaintiff’s motion for rehearing, stating:

[Common Ground] did not and was not required to file a proposed order pursuant to MCR 2.602(8)(3). [Plaintiff] does not have the opportunity to file an [o]bjection when an order was issued pursuant to MCR 2.602(8)(1), as was the case with the Order of Dismissal Without Prejudice entered on February 12, 2020. . . . Plaintiff has failed to show that this Court committed palpable error by dismissing her action without prejudice.

II. ANALYSIS

Plaintiff argues the trial court erred in dismissing her case. We disagree.

The trial court’s decision to dismiss an action is reviewed for a clear abuse of discretion. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006). A trial court abuses its discretion when it selects an outcome outside the range of reasonable and principled outcomes. *In re Temple Marital Trust*, 278 Mich App 122, 128; 748 NW2d 265 (2008).

The Michigan Court Rules (MCR) contain requirements to file a lawsuit. MCR 2.111 states “[e]ach allegation of a pleading must be clear, concise, and direct[.]” and that the pleading must contain, “[a] statement of the facts, without repetition, on which the pleader relies in stating the cause of action, with the specific allegations necessary reasonably to inform the adverse party of the nature of the claims the adverse party is called on to defend[.]” MCR 2.111(A)(1); MCR 2.111(B)(1). A party’s status as a pro se litigant does not excuse them from complying with

procedural requirements set forth in the court rules. *Bachor v City of Detroit*, 49 Mich App 507, 512; 212 NW2d 302 (1973).

We note plaintiff failed to present any argument or analysis regarding whether the trial court erred in entering the order of dismissal. While plaintiff stated “[w]ill supplement” in the argument section of her appeal brief for this issue, plaintiff provided no argument or authority in support of this issue. Therefore, we could consider this issue abandoned. See *Bank of America, NA v Fidelity Nat Title Ins Co*, 316 Mich App 480, 517; 892 NW2d 467 (2016) (quotation marks and citation omitted). Nevertheless, this issue is without merit.

First, plaintiff’s original complaint did not meet the requirements of MCR 2.111(B)(1) because it did not contain “specific allegations necessary reasonably to inform the adverse party of the nature of the claims[.]” Instead, the facts plaintiff relied on were intertwined with her legal allegations and legal jargon, making it difficult to comprehend. Furthermore, the complaint did not contain counts or reasonably inform Common Ground of the nature of the claims against it. Plaintiff also failed to state in an understandable manner what she was alleging or how she supported her claims. Relying solely on this complaint, one could not discern what plaintiff sought to gain from this lawsuit. As a result, the trial court ordered plaintiff to file an amended complaint or appear at a show cause hearing to show why her complaint should not be dismissed. Plaintiff filed an amended complaint a couple days later, but that complaint did not comply with the court rules regarding pleadings and was still unintelligible. While plaintiff provided some additional factual information, she did not provide additional information about her claim against Common Ground that would allow Common Ground to respond. In fact, plaintiff’s additional information created more confusion about the basis for her claim. At the hearing, the trial court questioned plaintiff regarding the amended complaint:

Trial Court: [W]hat do you have to say about what [Common Ground] says about your pleadings? Because your pleadings don’t state a cause of action.

Plaintiff: Sure, yeah. This is a case for a non-contractual money obligation with punitive damages. It’s under MCL 600.5809[.]

Trial Court: Okay, but you’re . . .—your Complaint doesn’t say that.

Plaintiff: Yeah, it does say that.

Trial Court: I don’t think it does.

Plaintiff: At the very beginning it says it’s under that law.

Trial Court: No, it—you don’t—the problem is, you don’t state a cause of action. You don’t say this happened or that happened and, you know, you don’t have counts in here.

Plaintiff’s claims in the complaints and at the hearing were broad generalizations of alleged mistreatment by Common Ground and Star and were not expanded upon or supported by fact or law. While plaintiff, at one point, did present an invoice from Star and banking information to show plaintiff purportedly paid the invoice, plaintiff failed to allege how Common Ground was

related to her claim or liable for emergency services provided by Star. Instead, plaintiff's limited recitation of the facts is repetitive, vague, and disorganized. Common Ground is not informed of the nature of the claim plaintiff is alleging against it. See MCR 2.111(A)(1); MCR 2.111(B)(1). Because plaintiff failed to comply with the pleading requirements and relevant court rules, the trial court did not abuse its discretion by dismissing the case. See *In re Temple Marital Trust*, 278 Mich App at 128.

Plaintiff also questions whether "the trial court allow[ed] sufficient evidence on the term 'unintelligible[.]'" Similar to the complaints, plaintiff's brief on appeal and reply brief are confusing, often incoherent, and lack a legal argument supported by relevant authority. For example, plaintiff includes a list of case citations from various federal courts in her appeal brief to purportedly illustrate "[c]ourts have defined [p]leadings and unintelligible in many ways" and "this trial court used none." However, we do not understand what plaintiff is arguing. And federal court decisions are not binding on this Court. *Abela v Gen Motors Corp*, 469 Mich 603, 607; 677 NW2d 325 (2004). Because plaintiff has failed to provide a coherent analysis supported by relevant legal authority in support of her unintelligible-testimony argument, we deem it abandoned. See *Bank of America, NA*, 316 Mich App at 517 (quotation marks and citation omitted).

But we note that Common Ground's use of the term "unintelligible" appears to be equivalent to a motion for a more definite statement under MCR 2.115(A), in an attempt to understand plaintiff's claim. "A party may move for a more definite statement when the complaint is so vague or ambiguous that it does not comply with the court rules." *Woods v SLB Prop Mgt, LLC*, 277 Mich App 622, 627-628; 750 NW2d 228 (2008), citing MCR 2.115(A). Because plaintiff's complaint was not "clear, concise, and direct," Common Ground was within its rights to request plaintiff to provide further clarification of her allegations. And it is apparent from the record that the trial court gave plaintiff guidance on how to file a conforming pleading and allowed plaintiff several opportunities to provide additional information to make her pleadings conform to the court rules. In fact, plaintiff was given the opportunity to amend her complaint, respond to Common Ground's objection and motion, and give testimony at the hearing. Despite these opportunities, plaintiff failed to state a cause of action to prevent dismissal. Further, as the adverse party, Common Ground did not have the burden of explaining how plaintiff's pleadings failed to conform to the court rules. See MCR 2.111(B)(1). Under these circumstances, the trial court did not abuse its discretion in dismissing plaintiff's case without prejudice.

Affirmed.

/s/ Mark J. Cavanagh
/s/ Kathleen Jansen
/s/ Douglas B. Shapiro