

Court of Appeals, State of Michigan

ORDER

Great Lakes Landscapes & Snow Removal LLC v Village West

Docket No. 346268

LC No. 17-011078-AV

David H. Sawyer
Presiding Judge

Jane M. Beckering

Douglas B. Shapiro
Judges

Pursuant to MCR 7.205(E)(2), in lieu of granting the application for leave to appeal, the Court VACATES the September 19, 2018 order of the circuit court and AFFIRMS the November 17, 2017 judgment of the district court.

The district court did not abuse its discretion in admitting Exhibit 9 under MRE 1006. *Dep't of Transp v Frankenlust Lutheran Congregation*, 269 Mich App 570, 575; 711 NW2d 453 (2006). Exhibit 9 was not based on any financial information that the district court did not require plaintiff to disclose. Plaintiff provided copies of paystubs of the employees who would have worked at defendant had defendant not breached the contract to plaintiff. The expected number of hours that those employees would have worked was based on plaintiff's proposal. Although plaintiff's owner testified that he uses Quickbooks to determine FICA costs, FICA costs are simply a percentage of an employee's wages. 26 USC 3111. Plaintiff provided defendant invoices for the items that it had bought and expected to use at defendant. No information could have been provided regarding the cost of an air compressor rental because plaintiff never rented an air compressor. Defendant's argument that Exhibit 9 should not have been admitted into evidence because it did not "take into account many business costs" goes to the weight of Exhibit 9, not its admissibility. MRE 1006 requires that the chart, summary, or calculation accurately reflect the underlying documents. Defendant makes no argument that Exhibit 9 did not accurately reflect the documents that plaintiff used to create it. The circuit court erred in concluding that the district court abused its discretion in admitting Exhibit 9 and in vacating the November 17, 2017 judgment and remanding for a new trial.

The district court also did not abuse its discretion in determining a reasonable attorney fee. *Pirgu v United Servs Auto Ass'n*, 499 Mich 269, 274; 884 NW2d 257 (2016). The case was litigated in district court; the case involved a breach of contract claim that did not present any novel or difficult questions; and the jury awarded plaintiff \$8,393 in damages. Under these circumstances, the trial court's decisions that a downward adjustment of the "baseline figure" of \$62,460 was needed and that \$15,000 constituted a reasonable attorney fee did not fall outside the range of reasonable and principled outcomes. *Id.* at 274, 281-282; *Hodge v State Farm Mut Auto Ins Co*, 499 Mich 211, 221 n 30; 884 NW2d 238 (2016).



A true copy entered and certified by Jerome W. Zimmer Jr., Chief Clerk, on

MAY - 1 2019

Date

Chief Clerk