

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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NOVODAI, INC.,

Plaintiff-Counterdefendant-  
Appellant-Cross-Appellee,

v

PRO-CAM SERVICES, L.L.C., and MOL  
BELTING SYSTEMS, INC.,

Defendants-Counterplaintiffs-  
Appellees-Cross-Appellants.

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UNPUBLISHED  
July 25, 2013

No. 310000  
Ottawa Circuit Court  
LC No. 11-002428-CK

Before: MURPHY, C.J., and SAAD and SERVITTO, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting summary disposition in favor of defendants in this case that arose out of a fractured business relationship between the parties. The trial court summarily dismissed plaintiff's claims of breach of contract, promissory estoppel, fraudulent inducement, and unlawful interference with business opportunities. On the basis of an all-encompassing mutual release, we affirm the trial court's ruling under MCR 2.116(C)(7). We also reject plaintiff's argument that, under the doctrines of res judicata and collateral estoppel, the trial court lacked the authority to award attorney fees and costs to defendants as a sanction against plaintiff for filing a frivolous lawsuit. Defendants cross appeal the trial court's orders imposing those sanctions solely against plaintiff, absent an assessment against plaintiff's counsel. We reverse the orders regarding attorney fees and costs and remand for entry of an order imposing the sanctions against both plaintiff and counsel under MCL 600.2591.

In 2010, defendant Pro-Cam Services, L.L.C. ("Pro-Cam"), contacted plaintiff about producing thermoplastic conveyor belts for defendant Mol Belting Systems, Inc. ("Mol"). Plaintiff was to produce the belts and deliver them to Pro-Cam, and Pro-Cam, in turn, would sell the belts to Mol. Pro-Cam's Tom Bassett, along with Luke Dickson and Andy Quist of Mol, asked plaintiff to perform tests to determine whether plaintiff's CNC machine was capable of producing the belts. Pro-Cam and plaintiff did not enter into a written agreement, but it is undisputed that they entered into an oral agreement pursuant to which plaintiff would produce the belts. Pro-Cam intended to purchase its own CNC machine to manufacture the belts within a few months, and it maintained that the agreement with plaintiff was temporary. Mol and plaintiff did not enter into a direct contractual relationship relative to the conveyor belts.

Plaintiff and Pro-Cam exchanged purchase orders and invoices whenever Pro-Cam bought belts from plaintiff. Plaintiff never sent an invoice to Mol, and Pro-Cam paid the invoices. Not long after plaintiff began producing the belts, its business relationship with Pro-Cam deteriorated. In October 2010, Roger Meeuwsen, plaintiff's owner and sole officer, advised defendants that unless certain issues were resolved, he was going to file a lawsuit against defendants. As a result, the parties met in attempt to resolve their issues. As a preliminary matter, defendants paid \$47,220 to plaintiff by wire transfer in order to satisfy outstanding account balances. The parties engaged in negotiations on remaining issues, and two proposed releases were exchanged between the parties.

The first release, a three-page document, was sent by plaintiff's attorney, but it was never signed or agreed to by defendants. After receiving plaintiff's proposal, defendants sent a revised proposed release to Meeuwsen for his review. The revised release was titled "MUTUAL RELEASE," and it provided as follows:

In consideration of the payment of \$16,000.00 by ProCam Services, L.L.C. to Novodai, Inc., by wire transfer from Mol Belting Systems, Inc. and the assumption of liability for and the payment of \$11,305.24 to AAA Grinding by ProCam Services, LLC and in further consideration of Novodai, Inc. returning to Mol Belting Systems, Inc. the unmachined ThermoDrive belting owned by Mol Belting Systems, Inc. and held in storage by Novodai Inc. for which storage it has been paid. ProCam Services, L.L.C., Novodai, Inc., and Mol Belting Systems, Inc. for and on behalf of themselves and their respective successors and assigns, hereby irrevocably and unconditionally release and forever discharge each other and their respective agents, successors and assigns from any and all claims and liabilities of any kind whatsoever, whether now known or unknown, or whether arising under the law, in equity or otherwise, directly or indirectly arising out of the supply contract between the parties and/or course of dealing between them.

The mutual release was signed by both defendants. In an email response to Dickson and Bassett, Meeuwsen voiced concerns about some of the changes that were contained in the mutual release, namely, that he did not want to deliver the inventory to Mol until defendants paid the agreed upon sums of money. However, if defendants agreed to pay the money first, Meeuwsen promised to sign the mutual release on behalf of plaintiff. In particular, Meeuwsen's email provided as follows:

Luke and Tom,

I was not happy with the last minute changes. It only sends up more red flags. WE already created a release agreement but decided to just let the product go without it. Then, I find that you guys re-created one and then wanted to pay after the truck was loaded. Your terms are CIA (cash in advance) so I am not sure why this was attempted to be changed. This is what I am willing to do. I will release the material but I need the funds cleared before the truck leaves. *I will sign the agreement but nothing leaves until the funds are verified.* That might mean holding the truck for a period of time. Funds cleared, truck can leave. [Emphasis added.]

In reliance on the email, in November of 2010, defendants wire transferred \$16,000 to plaintiff and also paid \$11,305 to AAA Precision Tool & Cutter Grinding (“AAA”). Subsequently, Meeuwsen released the inventory, but he did not sign the release on behalf of plaintiff.

Approximately eight months later, on June 29, 2011, plaintiff filed a four-count complaint against defendants. Plaintiff alleged that defendants agreed to purchase belts from plaintiff and that defendants had agreed to pay plaintiff consistent with a pricing schedule to which defendants adhered with Paladin Industries, another West Michigan supplier. Plaintiff maintained that defendants falsified their pricing schedule and paid plaintiff less than 30 percent of the agreed upon prices. Plaintiff also maintained that the cost of running its machine for defendants was \$125 per hour, and that the machine ran 16 hours per day, seven days per week. Further, plaintiff alleged that the value of Meeuwsen’s services, of which defendants agreed to purchase pursuant to the parties’ agreement, was, at a minimum, \$300 per hour. In all, plaintiff asserted that the total value received by defendants was over \$250,000. Plaintiff sought damages commensurate with that figure, alleging theories of breach of contract, promissory estoppel, fraudulent inducement, and unlawful interference with business opportunities.

Defendants filed answers to the complaint, along with affirmative defenses, which included the defenses of mutual release and accord and satisfaction. On September 20 and 28, 2011, Meeuwsen was deposed. Meeuwsen testified that he had indeed received and read the mutual release, that he had indicated in his email that he was going to sign the release, that he never had any intent to execute the release, noting that he “was not going to sign it in a gazillion years,” and that he was “just lying” to defendants about his promise to sign the release upon payment. Meeuwsen further testified that after having agreed to the mutual release and promising to sign it, he received a \$16,000 payment, Mol paid \$11,305 to AAA, and plaintiff released the inventory it had in storage to Mol, all as referenced and contemplated in the mutual release. Finally, Meeuwsen testified that following those exchanges, plaintiff’s relationship with defendants ceased; plaintiff did not do any more work for defendants.

In a letter dated October 25, 2011, from Pro-Cam’s attorney to plaintiff’s counsel, the following was stated:

As a result of the depositions and disclosure and exchange of exhibits, together with the pleadings, it has become painfully apparent that the action filed against Pro-Cam and Mol is without any reasonable or plausible foundation in fact or in law.

We want to give you and your client the opportunity to voluntarily dismiss this case with prejudice and would ask that you do so by October 31, 2011.

If you will not do so, then please be aware that we will be asking the court for sanctions which entail actual attorneys fees incurred in this action.

Plaintiff refused to dismiss the case and continued the litigation. In November of 2011, the parties stipulated to allowing each defendant to file a counterclaim. Mol’s counterclaim alleged that plaintiff and defendants entered into the mutual release concerning the subject of the instant litigation, that plaintiff accepted funds in accord and satisfaction of the settlement

between the parties, and that plaintiff breached the release agreement by filing its complaint. Mol also alleged that plaintiff, through Meeuwsen, fraudulently misrepresented to defendants that it would sign the release if defendants paid the agreed upon sums of money. Mol sought relief against plaintiff that included a request for attorney fees. Pro-Cam set forth comparable allegations and demands in its counterclaim.

In plaintiff's answer to Mol's counterclaim, it indicated that although plaintiff and defendants engaged in settlement negotiations, they never entered into a "global release" covering all of plaintiff's claims. Plaintiff also stated that it refused to sign the mutual release executed by defendants in November of 2010 because defendants refused to reimburse plaintiff for its time, materials, and the value of technology transferred to defendants, as alleged in plaintiff's complaint. Plaintiff admitted receiving \$16,000 from defendants, but argued that the sum only represented settlement of claims related to inventory held by plaintiff, and not to all of plaintiff's claims against defendants. Plaintiff failed to timely answer Pro-Cam's counterclaim, and a default was entered against plaintiff. In December 2011, plaintiff filed a motion to set aside the default; however, the motion was never heard, given that, in January 2012, Pro-Cam voluntarily dismissed its counterclaim without prejudice.

In December 2011, defendants filed separate motions for summary disposition, but the arguments presented were similar. Defendants argued that summary disposition was appropriate under MCR 2.116(C)(7) because plaintiff's claims were barred by the mutual release. They additionally asserted that under the doctrine of accord and satisfaction, plaintiff's complaint should be dismissed because plaintiff accepted the money tendered by defendants in satisfaction of its claims. Furthermore, defendants maintained that summary disposition was proper under MCR 2.116(C)(10), given that there was no genuine issue of material fact that each of the four counts alleged in plaintiff's complaint failed as a matter of law. Defendants supported the (C)(10) argument with documentary evidence. Lastly, defendants requested that costs and attorney fees be imposed as a sanction for plaintiff's frivolous lawsuit.

Plaintiff filed responses to both motions for summary disposition. Plaintiff argued that defendants attempted to mislead the trial court by arguing that the parties resolved all of their claims in one release. Plaintiff maintained that there were two releases: (1) a "global release" involving all claims; and (2) a specific release involving the inventory and tooling costs. Plaintiff contended that the mutual release signed by defendants involved a "crisis claim" by Mol, through Pro-Cam, where Mol desperately needed the inventory held by plaintiff. According to plaintiff, in response to Mol's desperation, the parties agreed to a release of plaintiff's claims regarding the inventory so that the inventory could be sent to Mol. Plaintiff maintained that this release was never intended to be a general release of all of its claims. In support of its position, plaintiff cited to an affidavit by Meeuwsen wherein he averred that he never intended to sign a "global release" in exchange for the sums of money paid by defendants in November of 2010. Plaintiff argued that Meeuwsen clarified in his affidavit that he did not lie to defendants when he offered to sign the mutual release in exchange for payment of the agreed-upon sums of money. Plaintiff contended that Meeuwsen simply misspoke in his deposition testimony. Plaintiff also contended that there was a genuine issue of material fact with regard to all of the claims in its complaint. Despite plaintiff's references to Meeuwsen's affidavit in its responses to defendants' respective motions for summary disposition, the affidavit was not actually attached to either of plaintiff's responses in the lower court record.

In January 2012, the trial court, ruling from the bench, granted the motions for summary disposition, and it granted the requests for sanctions.<sup>1</sup> The trial court found that summary disposition was proper under MCR 2.116(C)(10), as plaintiff failed to attach any documentary evidence in responding to the motions. The trial court also found that summary disposition was proper under MCR 2.116(C)(7) on the basis of the mutual release.<sup>2</sup> The trial court awarded sanctions, but only against plaintiff, not plaintiff's counsel. On the issue of sanctions, the trial court, noting Meeuwsen's deposition testimony about the mutual release, found the lawsuit to be "unconscionable" and also in violation of MCR 2.114. Subsequently, on February 13, 2012, the trial court entered an order granting defendants' motions for summary disposition and dismissing plaintiff's complaint with prejudice. The order awarded sanctions to defendants pursuant to MCR 2.114 and MCL 600.2591, and it requested defendants to schedule a hearing concerning the amount of the sanctions.

On February 28, 2012, plaintiff filed Meeuwsen's affidavit that had been referenced in plaintiff's responses to defendants' motions for summary disposition. Plaintiff also filed a motion to disqualify the trial judge based on his interactions with Tom Bassett relative to little league, which is the very matter that the judge had informed the parties about prior to summary disposition, with plaintiff stating that it had no objections to the judge's continued participation in the case. On March 5, 2012, plaintiff filed a motion for reconsideration of the order granting summary disposition in favor of defendants. Plaintiff maintained that defendants signed one release, the mutual release, but that said release did not relate to all of the parties' claims. Further, plaintiff argued that the mutual release had not been presented to plaintiff before plaintiff received payments from defendants. Plaintiff attached Meeuwsen's affidavit, along with approximately 100 exhibits, comprised almost exclusively of email communications between the parties.

The trial court denied the motion for disqualification. At the same hearing, the trial court denied the motion for reconsideration with respect to the order granting summary disposition in favor of defendants. In regard to sanctions and the award of attorney fees, the court found, after posing a few questions to plaintiff's counsel, that counsel had been involved in drafting the original proposed release, which defendants did not sign, and that counsel had been aware that defendants made the payments totaling a little over \$27,000, with plaintiff then releasing the inventory. The court also found, however, that plaintiff's counsel had been unaware of the mutual release prior to the suit and unaware that Meeuwsen had lied to defendants about intending to sign the mutual release as an inducement to have defendants make the payments.

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<sup>1</sup> At the beginning of the hearing, the trial judge informed the parties that he had previously served on a little league board of directors with one of Pro-Cam's owners, Tom Bassett. The trial court indicated that it would have no impact on its ruling, but the court wanted the parties to be aware of the matter and it sought any objections. Plaintiff's counsel voiced no objection and stated that he trusted the court.

<sup>2</sup> At the hearing, the trial court granted summary disposition under MCR 2.116(C)(7) as to Pro-Cam only. However, at a later hearing, the court ruled that Mol was also entitled to summary disposition under MCR 2.116(C)(7).

Accordingly, the trial court declined to assess sanctions against plaintiff's counsel, but the sanctions remained in place with respect to plaintiff itself. The court rejected the argument that plaintiff's counsel should have been sanctioned because, even if he lacked knowledge prior to commencing suit, he should have dismissed the action or withdrawn his representation upon becoming aware of the actual facts in the discovery process. The court opined that it would not be appropriate to sanction counsel based on information he discovered after the suit was filed.

On March 28, 2012, a stipulation and order dismissing Mol's counterclaim was entered. Subsequently, after the filing of motions to assess particular dollar amounts in sanctions, as supported by attached documentation, an order was entered granting Mol \$35,310 in attorney fees and costs, along with an order granting Pro-Cam \$31,934 in attorney fees and costs.

On appeal, plaintiff argues that the trial court erred by enforcing the mutual release, given that plaintiff never agreed to the release and never signed it. Plaintiff further maintains that there existed genuine issues of material fact with respect to its causes of action; therefore, the trial court erred in granting summary disposition in favor of defendants under MCR 2.116(C)(10). Finally, plaintiff contends that the doctrines of res judicata and collateral estoppel barred the trial court's award of sanctions, considering that defendants dismissed their respective counterclaims that sought damages in the form of attorney fees and costs.<sup>3</sup> On cross-appeal, defendants argue that the trial court erred in solely sanctioning plaintiff instead of both plaintiff and his attorney.

This Court reviews de novo the trial court's decision to grant summary disposition. *Latham v Barton Malow Co*, 480 Mich 105, 111; 746 NW2d 868 (2008). Issues concerning the construction of a contract, such as a release, are likewise reviewed de novo. *Shay v Aldrich*, 487 Mich 648, 656; 790 NW2d 629 (2010). This Court reviews a trial court's decision regarding the imposition of a sanction under MCR 2.114 for clear error. *Schadewald v Brule*, 225 Mich App 26, 41; 570 NW2d 788 (1997). We will not disturb a trial court's finding that an action was frivolous under MCL 600.2591 unless the finding was clearly erroneous. *In re Costs & Attorney Fees*, 250 Mich App 89, 94; 645 NW2d 697 (2002). However, if the issue of sanctions requires interpretation of MCR 2.114 or MCL 600.2591, we apply de novo review. See *Estes v Titus*, 481 Mich 573, 578-579; 751 NW2d 493 (2008).

Summary disposition is appropriate under MCR 2.116(C)(7) when an action is barred because of a release. *Michigan Head & Spine Institute, PC v State Farm Mut Auto Ins Co*, 299 Mich App 442, 446; 830 NW2d 781 (2013). "When determining whether a motion for summary disposition brought pursuant to MCR 2.116(C)(7) was properly decided, we consider all documentary evidence and accept the complaint as factually accurate unless affidavits or other documents presented specifically contradict it." *Shay*, 487 Mich at 656.

The trial court did not err when it granted summary disposition in favor of defendants under MCR 2.116(C)(7) based on the mutual release, making it unnecessary for us to explore the

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<sup>3</sup> We note that the record citations in support of plaintiff's recitation of the facts are to hearing transcripts and the arguments of counsel, not any documentary evidence.

other arguments in support of summary disposition. With respect to the mutual release, our Supreme Court in *Shay*, 487 Mich at 660, observed:

This Court has traditionally applied theories of contract law to disputes regarding the terms of a release. “The cardinal rule in the interpretation of contracts is to ascertain the intention of the parties. To this rule all others are subordinate.” Generally, if the language of a contract is unambiguous, it is to be construed according to its plain meaning. [Citations omitted.]

“The scope of a release is controlled by the language of the release, and where . . . the language is unambiguous, we construe it as written.” *Adair v Michigan*, 470 Mich 105, 127; 680 NW2d 386 (2004).

Here, the mutual release provides that in consideration for the payment of \$16,000 to plaintiff, the payment of \$11,305 to AAA, and plaintiff’s return of certain inventory to Mol, all of which occurred, the parties

irrevocably and unconditionally release and forever discharge each other and their respective agents, successors and assigns from *any and all claims and liabilities of any kind whatsoever*, whether now known or unknown, or whether arising under the law, in equity or otherwise, directly or indirectly arising out of the supply contract between the parties and/or course of dealing between them. [Emphasis added.]

Despite plaintiff’s claim to the contrary, the unambiguous language of the mutual release, especially the language emphasized in the preceding passage, demonstrated that the parties intended for the release to include all of their potential claims, not just those related to inventory. There is no broader classification in a release than the term “all.” *Cole v Ladbroke Racing Mich, Inc*, 241 Mich App 1, 14; 614 NW2d 169 (2000). Accordingly, we reject plaintiff’s argument that the mutual release was not intended to be a global release; there is no ambiguity and therefore no basis to look outside the language of the release in discerning the parties’ intent. *Shay*, 487 Mich at 667 (parol evidence rule precludes the use of extrinsic evidence to interpret an unambiguous release).

Plaintiff argues that it should not be bound by the mutual release because it never signed the document. This argument lacks merit. A settlement agreement requires an offer, an acceptance, and mutual assent, or a meeting of the minds, on all the essential terms. *Kloian v Domino’s Pizza, LLC*, 273 Mich App 449, 452-453; 733 NW2d 766 (2007).<sup>4</sup> An acceptance is

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<sup>4</sup> The formation of a valid contract requires parties that are competent to contract, an appropriate subject matter, legal consideration, mutuality of agreement, and mutuality of obligation, with the mutuality components being linked to mutual assent or a meeting of the minds. *Calhoun Co v Blue Cross Blue Shield of Mich*, 297 Mich App 1, 13; 824 NW2d 202 (2012). Here, all of the elements are present.

sufficient to create a contract when a person to whom an offer is extended manifests an intent to be bound by the offer through a voluntary unequivocal act suitable for that purpose. *Id.* at 453-454. Importantly, an objective standard is used to judge whether there was a meeting of the minds, entailing examination of the parties' express words and visible acts, not their subjective states of mind. *Calhoun Co v Blue Cross Blue Shield of Mich*, 297 Mich App 1, 13; 824 NW2d 202 (2012); *Kamalath v Mercy Mem Hosp Corp*, 194 Mich App 543, 548; 487 NW2d 499 (1992); *Stanton v Dachille*, 186 Mich App 247, 256; 463 NW2d 479 (1990).

The documentary evidence, including Meeuwsen's own deposition testimony, established as a matter of law that there was an offer – defendants' presentation of the mutual release to plaintiff, an acceptance – plaintiff's agreement to the mutual release, and a meeting of the minds or mutual assent on all the essential terms – defendants and plaintiff's agreement to all of the language in the mutual release as reflected in their express words and visible acts. The parties thereafter completed the required performances under the mutual release. *Sanchez v Eagle Alloy, Inc*, 254 Mich App 651, 666, 658 NW2d 510 (2003) (“A meeting of the minds can be found from performance and acquiescence in that performance.”). As reflected in the caselaw cited above, Meeuwsen's subjective state of mind, i.e., that he apparently lacked the intent to abide by the agreement or to sign the release, was ultimately irrelevant, given that Meeuwsen manifested an intent to be bound by the mutual release as indicated in his express words and visible acts. Plaintiff cannot avoid the mutual release by way of Meeuwsen's gamesmanship in refusing to sign the release. A contract of release was formed and was binding. Accordingly, the trial court properly granted defendants' motions for summary disposition under MCR 2.116(C)(7).

We next reject plaintiff's argument that, under the doctrines of res judicata and collateral estoppel, the trial court lacked the authority to award attorney fees and costs to defendants as a sanction against plaintiff for filing a frivolous lawsuit. The premise of this argument is that res judicata and collateral estoppel barred the award of attorney fees and costs, considering that defendants dismissed their counterclaims, which sought attorney fees and costs as damages. This argument is nonsensical. Res judicata does not apply because there was no “subsequent” or “prior” lawsuit, there was no decision on the merits relative to the counterclaims, where the dismissals, either expressly or by operation of MCR 2.504(A)(1), were without prejudice, the request for sanctions was not a cause of action, and because the dismissal of Mol's counterclaim did not even occur until after sanctions had been awarded. *Dart v Dart*, 460 Mich 573, 586; 597 NW2d 82 (1999); *Richards v Tibaldi*, 272 Mich App 522, 531; 726 NW2d 770 (2006); *Yeo v State Farm Fire & Cas Ins Co*, 242 Mich App 483, 484; 618 NW2d 916 (2000). Further, collateral estoppel is inapplicable because there was no relitigation of the same issues, nor was there even actual litigation of a question of fact that had a subsequent bearing on sanctions under MCR 2.114 and MCL 600.2591. *Estes*, 481 Mich at 585; *VanVorous v Burmeister*, 262 Mich App 467, 479-480; 687 NW2d 132 (2004).

Finally, with respect to the issue on cross-appeal, we initially note that plaintiff's sole argument against why plaintiff's counsel should not be sanctioned is the same meritless res judicata / collateral estoppel argument addressed and rejected above. Plaintiff does not contend that MCR 2.114 or MCL 600.2591 support the trial court's ruling that limited the imposition of sanctions to plaintiff only. The trial court awarded attorney fees and costs under both MCR 2.114 and MCL 600.2591, finding the lawsuit “unconscionable” under the circumstances but placing the blame on plaintiff, and in particular Meeuwsen, and not counsel. MCR 2.114(E) provides that “[i]f a document is signed in violation of this rule, the court, on the motion of a

party or on its own initiative, shall impose upon *the person who signed it, a represented party, or both*, an appropriate sanction . . . .” (Emphasis added.) This language gives discretion to the trial court to sanction the party alone, counsel alone, or both the party and counsel. However, the trial court here imposed the sanctions not only on the basis of MCR 2.114, but also MCL 600.2591, which provides in part:

(1) Upon motion of any party, if a court finds that a civil action or defense to a civil action was frivolous, the court that conducts the civil action *shall award* to the prevailing party the costs and fees incurred by that party in connection with the civil action by assessing the costs and fees *against the nonprevailing party and their attorney*. [Emphasis added.]

As argued by defendants, the plain and unambiguous language of MCL 600.2591 mandates an award of attorney fees and costs if a suit was frivolous, and it mandates assessment of the fees and costs against both the party and the party’s attorney. Had the trial court limited its ruling to MCR 2.114, perhaps there was no abuse of discretion in solely sanctioning plaintiff, although counsel continued to sign pleadings and motion responses after learning of the mutual release and Meeuwsen’s admission to lying about the release. Regardless, because MCL 600.2591 was also invoked, the sanctions had to be imposed against both plaintiff and counsel. And plaintiff presents no argument that MCR 2.114 should solely govern or that MCL 600.2591 does not demand the imposition of sanctions against both a party and counsel when a suit is frivolous. Accordingly, we reverse the orders regarding attorney fees and costs and remand for entry of an order imposing the sanctions against both plaintiff and counsel under MCL 600.2591.

Affirmed in part, reversed in part, and remanded for proceedings consistent with this opinion. We do not retain jurisdiction. Having fully prevailed on appeal, defendants are awarded taxable costs pursuant to MCR 7.219.

/s/ William B. Murphy  
/s/ Henry William Saad  
/s/ Deborah A. Servitto