STATE OF MICHIGAN

COURT OF APPEALS

MGSI KARAS, INC., Plaintiff-Appellant,	UNPUBLISHED December 13, 2011
v	No. 298323 Macomb Circuit Court
AMERICAN ARBITRATION ASSOCIATION, INC., Defendant-Appellee.	LC No. 2010-000624-CZ

Before: MARKEY, P.J., and SAAD and GLEICHER, JJ.

PER CURIAM.

Plaintiff appeals by right the trial court's order granting defendant's motion for summary disposition. We affirm.

Plaintiff entered into a contract with Thomas E. Toolson, D.D.S., Inc. (Toolson). The agreement provided for arbitration of any disputes arising under the contract. Toolson filed a demand for arbitration with defendant, which appointed an arbitrator. Plaintiff claimed that defendant lacked "jurisdiction" over the arbitration and refused to participate.

In a prior action, plaintiff sought to enjoin defendant from conducting the arbitration. The trial court determined that plaintiff's motion to order defendant to cease arbitration lacked merit and dismissed defendant from that case. This Court affirmed. *MGSI Karas, Inc v American Arbitration Ass'n*, unpublished opinion per curiam of the Court of Appeals, issued May 14, 2009 (Docket No. 284332).

Plaintiff thereafter filed this action seeking a declaration that defendant "does not have jurisdiction or authority to hear this arbitration" and requesting an injunction prohibiting defendant "from proceeding with the arbitration relating to the dispute" between plaintiff and Toolson. The trial court determined that plaintiff's complaint was barred by the doctrine of res judicata, but even if the doctrine did not apply, plaintiff's claims were "substantively unavailing under the plain language of the parties' agreement." In sum, the trial court concluded plaintiff's claims were unavailing on the basis of both res judiciata and their lack of merit. Still, plaintiff asks for us to again review these same issues involving essentially the same parties and events.

A trial court's rulings on dispositive motions, declaratory judgments, and questions of law are all reviewed de novo on appeal. *Wills v State Farm Ins Co*, 222 Mich App 110, 114; 564

NW2d 488 (1997). "The interpretation of a contract is also a question of law this Court reviews de novo on appeal[.]" *DaimlerChrysler Corp v G-Tech Prof Staffing, Inc*, 260 Mich App 183, 184-185; 678 NW2d 647 (2003).

After careful review of the trial court's decision and the case we previously decided and cited above, we agree with the trial court in concluding that the instant case is barred by res judicata. All of the requisites of res judicata that were addressed below and in our prior opinion have been met. Indeed, plaintiff does not deny that that is the case. Res judicata, of course, obviates further judicial review.

Finally, although one may indeed challenge a court's jurisdiction at any time, *Polkton Twp v Pellegram*, 265 Mich App 88,by t97; 693 NW2d 170 (2005), that fact does not provide any support for overruling or re-addressing issues that have already been presented to and decided by the court. Res judicata precludes further judicial review and requires that this court's previous ruling stand.

In light of our decision, it is unnecessary to determine whether the trial court erred in also concluding that plaintiff's claim fails on its merits.

We affirm. As the prevailing party, defendant may tax costs pursuant to MCR 7.219.

/s/ Jane E. Markey
/s/ Henry William Saad
/s/ Elizabeth L. Gleicher