STATE OF MICHIGAN

COURT OF APPEALS

ACAR LEASING LTD., INC. doing business as GM FINANCIAL, Plaintiff-Appellee,	UNPUBLISHED September 11, 2026 2:34 PM
v	No. 374866 Wayne Circuit Court
TOYCO COLLISION LLC, Defendant-Appellant.	LC No. 23-001343-PD

Before: BAZZI, P.J., and PATEL and ACKERMAN, JJ.

PER CURIAM.

In this conversion action, defendant-appellant Toyco Collision LLC appeals the trial court's judgment that it violated the Garage Keeper's Lien Act, MCL 570.301 *et seq*., and interfered with plaintiff-appellee ACAR Leasing Ltd.'s interest in a vehicle ACAR was leasing to a customer. We affirm.

I. FACTS

On August 2, 2021, Dante Foster leased a 2021 GMC Sierra 1500 from Golling Buick GMC in Lake Orion. The lease agreement was with plaintiff, a financial services company that facilitates transactions of this sort for General Motors. Foster later defaulted on his obligations under the lease agreement, which prompted plaintiff to begin efforts to repossess the vehicle. Foster ultimately told plaintiff that the vehicle was at defendant's garage in Redford.

Because Foster was only leasing the vehicle, plaintiff remained the vehicle's titled owner, and on October 10, 2022, plaintiff contacted defendant to inquire about its vehicle. Defendant said that it had been in possession of the vehicle since June 24 and provided a "repair order" from that day as well as a "preliminary estimate" dated October 10, with the latter itemizing charges totaling $37,241.76. Plaintiff sent defendant a letter on October 13 offering to pay $5,000 to recover the vehicle. Defendant responded on November 30 with a letter advising that it intended to sell the vehicle under the Garage Keeper's Lien Act to satisfy a $27,384.28 lien against the vehicle. That letter also included an invoice dated October 8 for $21,909.28 in charges for the vehicle.

In January 2023, plaintiff initiated this action in Wayne Circuit Court. It alleged counts of claim and delivery, MCL 600.2920,[1] and statutory conversion, MCL 600.2919a, as well as counts requesting a declaratory judgment as to the amount of the lien and an injunction barring a sale of the vehicle. The complaint pointed to the inconsistent charges defendant had supposedly incurred according to the various documents the parties had exchanged and asserted that under the Garage Keeper's Lien Act, plaintiff was obliged to pay no more than $5,000 to recover the vehicle.

No injunction issued, and the Sierra was eventually sold. As a result, by the time plaintiff filed a motion for summary disposition under MCR 2.116(C)(9) and (10), the case had been reduced to a conversion action based on defendant's allegedly unlawful sale of the vehicle. In a written order issued August 22, 2024, the trial court granted partial summary disposition to plaintiff, concluding that defendant had violated the Garage Keeper's Lien Act and awarding plaintiff the value of the vehicle less the $5,000 that plaintiff had said was the maximum it might owe under the statute, or $43,825. That said, the court held that there were remaining issues of material fact as to plaintiff's conversion action and denied summary disposition as to plaintiff's request for treble damages. When defendant did not appear at a settlement conference a few days later, the trial court directed that plaintiff was "awarded judgment for all of its remaining relief," and the court entered a final judgment trebling plaintiff's damages under MCL 600.2919a and awarding costs and attorney fees. Defendant now appeals as of right from that judgment.

II. ANALYSIS

Defendant purports to raise three issues on appeal, challenging the trial court's decision to award (1) conversion damages, (2) treble damages under MCL 600.2919a, and (3) costs and attorney fees under that same statute. But all three arguments rely on an identical premise: that the trial court erred because defendant acted properly under the Garage Keeper's Lien Act. Defendant's argument has no merit.

All of defendant's arguments on appeal are premised on the unsupported assertion that it complied with the Garage Keeper's Lien Act. When a party "fails to cite authority in support of [a] proposition, he effectively has abandoned th[e] issue," because an "appellant may not merely announce his position and leave it to this Court to discover and rationalize the basis for his claims, nor may he give issues cursory treatment with little or no citation of supporting authority." *Palazzola v Karmazin Prod Corp*, 223 Mich App 141, 156 n 7; 565 NW2d 868 (1997) (citations omitted). In particular, defendant offers no argument whatsoever to rebut the trial court's reliance on *Joy Oil Co v Fruehauf Trailer Co*, 319 Mich 277; 29 NW2d 691 (1947). There, the garage-keeper performed work on the vehicle but "fail[ed] to prove that the repairs were made at the request of or with the consent of" the owner, meaning it "ha[d] not sustained the burden of establishing a statutory garage-keeper's lien." *Id*. at 282. Defendant has produced no evidence that plaintiff consented to the work for which it asserted the lien and does not even acknowledge *Joy Oil Co* in its brief, let alone distinguish it. It has therefore abandoned whatever challenge it was trying to pose to the trial court's judgment.

[1] The action is named "claim and delivery" by MCR 3.105(A).

Affirmed.

/s/ Mariam S. Bazzi
/s/ Sima G. Patel
/s/ Matthew S. Ackerman