

STATE OF MICHIGAN
COURT OF APPEALS

ALEXANDER SZECSKU,

Plaintiff-Appellee,

UNPUBLISHED
September 17, 2026
12:17 PM

v

DAVID MILLS, MICHAEL THOMPSON, METRO
DETROIT MEDIA OUTDOORS, LLC, and GREAT
LAKES MEDIA, LLC,

No. 372092
Wayne Circuit Court
LC No. 19-010366-CB

Defendants-Appellants.

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

PER CURIAM.

This action involves a dispute between plaintiff Alexander Szecsku and defendant David Mills over the ownership of defendant Metro Detroit Media Outdoors, LLC (MDM). Following extensive discovery, the parties entered into a confidential settlement agreement. Szecsku claimed that defendants breached the settlement agreement and moved to reopen the case and enforce the agreement. The trial court concluded that defendants breached the settlement agreement and issued an order with explicit instructions to the parties. Subsequently, Szecsku moved to enforce the trial court’s order because defendants allegedly failed to comply with the trial court’s instructions. In two additional orders, the trial court ordered defendants to produce certain documents and, once again, provided explicit instructions to the parties on the outstanding issues. Defendants moved to partially vacate or modify the trial court’s orders arguing that they were obtained by Szecsku’s fraud and damages were improperly calculated. The trial court denied defendants’ motion as untimely and frivolous, and entered a judgment in favor of Szecsku against all defendants. Defendants now appeal the trial court’s order and judgment by right. Finding no error warranting reversal, we affirm.

I. BACKGROUND AND PROCEDURAL HISTORY

Szecsku maintains that he and Mills verbally agreed in 2013 to form a partnership to operate MDM, which owns and operates two outdoor advertising billboards—one on Telegraph Road in Redford and one in Howell. MDM owns the land on which the Howell billboard is located.

Cedan Holdings, LLC owns the land on which the Telegraph billboard is located and has leased the property to MDM since 2013. Under the terms of the lease, the annual rent was the greater of \$6,000 or “twenty percent (20%) of the total gross revenues earned by lessee from advertising on the premises during the year.” From 2014 through 2017, the average annual rent payments were \$21,000. From 2018 through 2021, Szecsku made the minimum \$6,000 annual rental payment.¹

In April 2019, Mills and MDM executed an eight-year lease agreement with defendants Michael Thompson and Great Lakes Media (GLM) that authorized GLM to sell advertising on the billboards. Under the terms of the agreement, MDM would receive 65% of the first \$300,000 in annual gross revenue for the first five years of the agreement and 50% for the remainder of the agreement. In July 2019, Mills and MDM had Szecsku served with a cease-and-desist letter and locked him out of access to the billboards.

In August 2019, Szecsku brought this action alleging a multitude of claims against defendants. Among other things, Szecsku sought a determination of his ownership interest in the partnership MDM, an accounting, control of the billboards, and damages. Following extensive discovery, the parties entered into a confidential settlement agreement in December 2022. The agreement required Szecsku to refinance or pay off two outstanding loans held by Stark Capital Solutions, Inc. by July 15, 2023.² Until Szecsku refinanced or paid off the loans, MDM was required to continue to make timely monthly payments on the loans and all ongoing MDM business expenses, which included the rent owed to Cedan Holdings for the land on which the Telegraph billboard is located. If Szecsku refinanced or paid off the loans by the deadline, MDM was obligated to relinquish all ownership interest in the two billboards to Szecsku and deliver all assets of MDM to Szecsku free from all liens and debt. GLM was permitted to sell advertising on the billboards until Szecsku refinanced or paid off the loans. If Szecsku did not refinance or pay off the loans by the deadline, then the agreement provided Mills and MDM would buy out Szecsku’s interests in MDM by October 31, 2023.³

On June 26, 2023, Szecsku’s counsel e-mailed defense counsel requesting confirmation that all outstanding rent owed to Cedan Holdings had been satisfied. On June 28, 2023, Blake Group Funding, LLC issued a financing commitment letter stating in pertinent part:

This letter serves as proof that Blake Group Funding, LLC has the ability to provide a line of credit facility in the amount of \$900,000 to Alexander Szecsku. These funds are specifically intended for use in the acquisition of business assets/operations related to Metro Detroit Media by Alexander Szecsku.

¹ Cedan Holdings did not receive MDM’s annual gross revenue numbers for the years 2018 through 2021 to calculate 20% of the total gross revenues earned during those years.

² In 2014 and 2015, MDM obtained financing from Stark Capital to fund the acquisition of the Howell billboard. The principal amount due at the time of the settlement was approximately \$818,000.

³ The agreement stated that Mills and MDM would pay Szecsku \$250,000.

The availability of these funds has been confirmed through Blake Group Funding, LLC's. We hereby declare our intention to make these funds available for the aforementioned purpose, subject to the finalization of the borrowing terms and completion of necessary due diligence.

Please be aware that Blake Group Funding, LLC is currently evaluating the borrower and the terms of the acquisition. We reserve the right to perform the necessary due diligence and are not obligated to fund if the borrowing terms are not in line with our requirements.

On June 30, 2023, Szecsku's counsel e-mailed the financial commitment letter to defense counsel and a letter from Stark with the payoff amounts. Szecsku's counsel maintained that the letter from Blake Group Funding demonstrated that Szecsku "has the funds to pay off the Stark loans." Szecsku's counsel stated, "The only remaining due diligence requirement of the financier is to receive proof that the debt to Cedan Holdings has been paid in full by Mills." Szecsku's counsel requested a phone call to coordinate the closing.

On July 6, 2023, Szecsku's counsel e-mailed defense counsel that Szecsku was prepared to close on the refinancing loans on July 13, 2023, but could not do so unless Cedan Holdings was paid the full amount of outstanding rent owed. Szecsku's counsel offered to extend the deadline if Mills was unable to pay Cedan Holdings before the deadline. On July 8, 2023, Szecsku's counsel once again requested a status on the outstanding rent owed to Cedan Holdings and offered to extend the closing deadline by 30 days conditioned on all advertising revenue earned after July 15, 2023, was paid to Szecsku.

On July 10, 2023, defense counsel e-mailed Szecsku's counsel stating that the terms of the settlement agreement required Szecsku "to pay off the loans to Stark by July 15 and then [Mills] is required to transfer ownership in Metro Detroit Media . . . and satisfy all debt to Cedan" Defense counsel further asserted that the financing letter from Blake Group Funding "does not actually commit to loan [Szecsku] monies to pay off the Stark loan. In this letter, Blake states that it is currently evaluating the borrower and reserving the right to perform necessary due diligence." Because defendants perceived the letter from Blake Group Funding as a "lack of commitment," they declined to delay the closing. Defense counsel maintained that he was holding in escrow an "Assignment of Membership Interest" and the outstanding rental payments due to Cedan Holdings, which would be released if Szecsku presented proof that Stark was paid in full by the July 15 deadline. Otherwise, Mills intended to invoke the buyout provision of the settlement agreement.

On July 10, 2023, Szecsku's counsel e-mailed defense counsel seeking confirmation of the amount of rent owed to Cedan Holdings and the amount that was being held in escrow, stating, "No financier will loan \$800,000.00 with an outstanding lien in place." Later that same day, Szecsku's counsel sent another e-mail to defense counsel noting that Cedan Holdings indicated that it had not spoken with Mills and, once again, requested confirmation of the amount being held in escrow. Cedan Holdings noted that it could not determine the amount of outstanding rent owed until it received information regarding MDM's annual gross revenue from 2017 to the present.

On July 12, 2023, defense counsel informed Szecsku's counsel that defendants' position had not changed. On the same date, Szecsku's counsel e-mailed defense counsel an updated "Proof of Funds | Lending Statement" from Blake Group Funding, which stated:

This letter serves as proof that Blake Group Funding, LLC has the availability and approved Alex Szecsku with the financing up to the amount of \$900,000 to pay off the two loans currently owing by Metro Detroit Media Outdoors, LLC (and personally guaranteed by David Mills) to Stark Capital or its successors/assigns, including FB investors. Blake Group Funding, LLC is prepared to provide the necessary funding by July 15, 2023 as soon as we receive from the attorney for Metro Detroit Media Outdoors, LLC/David Mills confirmation that he has communication with Cedan Holdings and that Cedan Holdings and Metro Detroit Media Outdoors, LLC have agreed on the amount of rent owing to Cedan Holdings by Metro Detroit Media Outdoors, LLC and that the attorney is holding in escrow the necessary funds to pay off the outstanding rent to Cedan Holdings. As soon as such documents have been received from the attorney for Metro Detroit Media Outdoors, LLC, Blake Group Funding, LLC will execute a loan agreement with Alex Szecsku [sic] to make the necessary funds available for payment to Stark Capital or its successors to satisfy the two outstanding loans.

Szecsku's counsel reiterated that his client was prepared to close on the loan by July 15, 2023.

On July 13, 2023, defense counsel confirmed that defendants remained firm that the settlement agreement required Szecsku to pay off the Stark loans by the July 15 deadline, which would then trigger Mills' obligation to transfer ownership in MDM and pay Cedan Holdings. On the same date, Szecsku's counsel suggested that the parties meet and pay off Stark and Cedan Holdings simultaneously. Once again, defense counsel stated that his clients remained firm in their position and contended that the outstanding rent was being held in escrow. But defense counsel did not confirm the amount being held in escrow. Szecsku's counsel asserted that Mills's "refusal to have paid Cedan the rent due to date, in and of itself, constitutes a breach of the Settlement Agreement which requires Mills to 'make timely payments of all ongoing business expenses of metro Detroit Media.'" ⁴

On July 25, 2023, Szecsku moved to reopen the case and enforce the settlement agreement. Szecsku maintained that he "had obtained financing and was prepared to pay off the two outstanding debts" But defendants allegedly owed \$90,000 in rent to Cedan Holdings and refused to pay. Consequently, there was a threat of eviction from the property on which the billboard was erected. Because defendants could not transfer all ownership interests in MDM to Szecsku free from all outstanding debt, Szecsku maintained that he could not pay off the loans by the deadline. Szecsku contended that he "continues to be ready, willing and able to pay off the Stark loans, as soon as the Defendant is able to pay the outstanding debts to Cedan Holdings." Szecsku's motion included copies of the extensive written communications between his counsel

⁴ Cedan Holdings confirmed that it had not "been contacted by anyone from Metro Detroit Media nor has been presented with any gross revenue figures from Metro Detroit Media and absolutely no rent has been paid for the years 2022 or 2023."

and defense counsel demonstrating the efforts that Szecsku made to close on the loan by the July 15, 2023 deadline. The motion also included an affidavit from Olga Wierszewski, the owner of Cedan Holdings. Wierszewski averred that Cedan Holdings was not “provided with the annual revenue numbers for the billboard in order to determine the appropriate amount of rent due to Cedan Holdings.” Wierszewski further averred that MDM was in default of the lease agreement and rent was overdue from 2018 through 2023.

In response, defendants argued that their duties under the settlement agreement were triggered “upon” Szecsku refinancing or paying off the Stark loans by the July 15, 2023 deadline. Defendants contended that they demonstrated they were ready to close by the deadline by placing the funds in escrow to satisfy the outstanding rent owed to Cedan Holdings and by Mills signing the necessary transfer documents. Because Szecsku did not refinance or pay off the loan by the deadline, defendants asserted that he waived his rights under section one of the settlement agreement and thus the buyout provision of the agreement should be enforced.

Following a hearing, the trial court granted Szecsku’s motion concluding that defendants had breached the settlement agreement. The trial court ordered, within 30 days of the August 25, 2023 order, defendants “to determine the amount of rent owing by Defendants to Cedan Holdings and the parties are to meet at a bank location and simultaneously the Plaintiff is to wire the amount of outstanding loans to Stark Capital and the Defendants are to wire the amount of outstanding rent due to Cedan Holdings.” Alternatively, the trial court held, “[T]he parties can agree on a Title Insurance Company and each escrow the moneys to pay off the Sark [sic] loans and the rent due by Defendants to Cedan Holdings[.]” The trial court further ordered defendants to pay Szecsku “all revenue from advertising on the MDM Billboards after July 15, 2023” The trial court also ordered defendants to transfer all ownership interest in MDM to Szecsku “free of all outstanding debts” at the closing.

In February 2024, Szecsku moved to enforce the trial court’s August 25, 2023 order, hold defendants in civil contempt, and appoint a receiver. Szecsku maintained that defendants had not complied with any provisions of the August 2023 order. Szecsku asserted that he was prepared to pay off the Stark loans but defendants had refused to produce MDM’s and GLM’s financial records to Cedan Holdings so that the amount of outstanding rent could be calculated for the Telegraph billboard.⁵ Szecsku also stated that defendants had not paid him any revenue generated after July 15, 2023. Szecsku argued that a receiver should be appointed to review MDM’s and GLM’s financial records to determine the gross revenue for the Telegraph billboard in order to calculate the rent owing to Cedan Holdings and the revenue due to Szecsku from July 15, 2023. Szecsku also requested costs and attorney fees to be awarded to him for defendants’ civil contempt.

Defendants asserted that Cedan Holdings was provided with MDM’s profit and loss statements from 2017 to 2023 and that the amount of rent owed was calculated to be \$51,632.80,

⁵ Wierszewski, the owner of Cedan Holdings, averred that defendants had paid “some money” to Cedan Holdings and provided “some records” from MDM but had not provided the necessary records from GLM. She maintained that “Cedan Holdings needs to receive and review all of the records of Great Lakes Media LLC which reveal the total gross revenue received from advertising on the billboard. Such records would reveal the gross revenue before any expenses.”

which was paid to Cedan Holdings in October 2023. However, defendants acknowledged that Cedan Holdings disputed that it received payment in full for the outstanding rent. Defendants further argued that Szecsku had failed to make any effort to set up a closing, had not signed the necessary paperwork, and had not placed the funds in escrow to pay off the Stark loans as ordered by the court. Consequently, defendants argued that the buyout provision of the settlement agreement was triggered.

Following a hearing, the trial court ordered defendants to produce to Szecsku by March 21, 2024 “all of the books and records of both Metro Detroit Media Outdoors LLC and Great Lakes Media LLC which reveal the total gross revenue received by both Metro Detroit Media LLC and Great Lakes Media LLC for advertising on the outdoor billboard located on Telegraph Road in Redford, Michigan owned by Metro Detroit Media LLC for the years 2018 through the present” including “all advertising contracts for advertising on the two billboards for that time period.” The trial court further ordered the parties to proceed to a closing within 30 days of the records being produced.

Pursuant to the trial court’s order, Szecsku escrowed \$811,759.24 to pay off the Stark loans but the parties did not proceed to a closing. Following a conference call with the parties, the trial court ordered defendants to immediately produce to Szecsku “all of the books and records of both Metro Detroit Media Outdoors LLC and Great Lakes Media LLC which reveal the total gross revenue received by both Metro Detroit Media Outdoors LLC and Great Lakes Media LLC for advertising on the outdoor billboards located on Telegraph Road in Redford and in Howell Michigan, owned by Metro Detroit Media Outdoors LLC, for the time period July 15, 2023 through the present” and immediately pay Szecsku “the total gross revenue received by both Metro Detroit Media Outdoors LLC and Great Lakes Media LLC for advertising on the outdoor billboards located on Telegraph Road in Redford and in Howell Michigan, owned by Metro Detroit Media Outdoors LLC, for the time period July 15, 2023 through the present.” Once the documents and funds were delivered, Szecsku was obligated to close on the Stark loans

On May 30, 2024, defendants moved to partially vacate or grant relief from the trial court’s three post-settlement orders under MCR 2.612(C)(1)(c) on the basis that Szecsku obtained the August 2023 order by fraud because he represented that he was ready and able to move forward with closing on the Stark loans. Defendants maintained that the Blake Group indicated in response to a subpoena in a separate lawsuit that Szecsku did not submit an application and a formal loan agreement was not executed. Defendants further argued that the trial court erred by awarding Szecsku all revenues for the alleged contractual breach and, at most, should have been awarded net profits from July 15, 2023 through closing but that there were no profits realized. Alternatively, defendants asserted that the trial court should have ordered the parties to close immediately and MDM to indemnify Szecsku “for any damages arising from the rental obligations until such obligations were resolved.” Defendants also argued that there was no evidence that GLM breached the settlement agreement, which specifically authorized GLM to continue to sell advertising for the billboards and to receive payment for advertising sold. Defendants contended that MDM could not pay all gross revenues to Szecsku without either breaching its obligation to GLM or paying GLM out of pocket.

In response, Szecsku asserted that defendants were simply rehashing arguments that had already been rejected by the trial court. He acknowledged that MDM finally paid off Cedan

Holdings on April 23, 2024, but argued that defendants had not produced MDM's or GLM's financial records or paid him the revenue owed from the billboards. Szecsku requested over \$29,000 in costs and attorney's fees under MCL 600.1701(g).

The trial court waived oral argument and denied defendants' motion concluding that the arguments were untimely and frivolous. Relevantly, the trial court stated:

The Defendants' arguments raised in this motion have been previously raised and ruled upon by the Court. The failure of the Defendants to comply with the original settlement agreement has denied the Plaintiff the revenue from the billboards at issue. The Defendants have kept that revenue from the billboards since July 15, 2023. This court has ordered three times that Defendants are to disgorge that revenue to the Plaintiff. The Defendants have failed to do so. While the Defendants have only provided books and records demonstrating that the total gross revenue from the billboards from July 15, 2023 through March 31, 2024 was \$138,606.13, the Defendants have refused to deliver that revenue to the Plaintiff in violation of this Court's orders, and, moreover, the Defendants have failed to produce the books and records to determine the gross revenue from advertising on the billboards from April 1, 2024 to the present. The Defendants have failed to deliver to Plaintiff any revenue from the billboards from July 15, 2023 to the present in violation of this Court's previous orders.

The trial court further concluded Szecsku incurred interest expenses and attorney's fees as a result of defendants' failure to comply with the court's prior orders. Consequently, the trial court ordered defendants to jointly pay Szecsku \$53,000 for the interest accrued on the loan payoff funds he obtained and \$14,872 in attorney's fees under MCL 600.1701(g) and MCR 2.621(F).

Defendants now appeal.

II. STANDARDS OF REVIEW

We review a trial court's decision on a motion for relief from judgment for an abuse of discretion, which occurs when the trial court's decision falls outside the range of principled outcomes. *Adler v Dormio*, 309 Mich App 702, 707; 872 NW2d 721 (2015). We also review a trial court's decision to enforce a settlement agreement for an abuse of discretion. *Groulx v Carlson*, 176 Mich App 484, 493; 440 NW2d 644 (1989). "The existence and interpretation of a contract are questions of law reviewed de novo." *Kloian v Domino's Pizza, LLC*, 273 Mich App 449, 452; 733 NW2d 766 (2006). To the extent that our review requires "[t]he construction and interpretation of court rules," we apply a de novo standard of review. *Barclay v Crown Bldg & Dev, Inc*, 241 Mich App 639, 642; 617 NW2d 373 (2000).

III. FRAUD

Defendants argue that the trial court erred by concluding that their request to partially vacate the trial court's order on the basis of Szecsku's fraud was untimely and frivolous. We disagree.

MCR 2.612(C)(1)(c) provides, in pertinent part, “On motion and on just terms, the court may relieve a party or the legal representative of a party from a final judgment, order, or proceeding on the following grounds: . . . [f]raud (intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party.”

Defendants argue that Szecsku’s claim that he was ready and willing to close on the Stark loans was false and that he fraudulently used that claim and the July 12, 2023 proof of funds letter to persuade the trial court to reopen the case and grant him relief. In support of their argument, defendants rely on a December 6, 2023 e-mail from Bryan Barringer, the Blake Group’s Chief Financial Officer,⁶ in which he states that the July 12, 2023 funding letter “was furnished as the initial step toward initiating discussions regarding a potential Blake Group Funding loan or joint venture arrangement, with [MDM’s business] assets serving as collateral.” But because the parties did not resolve the outstanding rent by the July 15, 2023 deadline, Barringer explained that the business was unable “to access Blake Group funds and subsequently employ the then unencumbered business assets as collateral for the loan or deal.” As a result, “no formal loan agreement or application was submitted or executed.”

The information provided in Barringer’s e-mail was not a new revelation to defendants. In a July 10, 2023 e-mail to Szecsku’s counsel, defense counsel asserted that the financing letter from Blake Group Funding “does not actually commit to loan [Szecsku] monies to pay off the Stark loan. In this letter, Blake states that it is currently evaluating the borrower and reserving the right to perform necessary due diligence.” Because defendants perceived the letter from Blake Group Funding as a “lack of commitment,” they insisted that the closing proceed by the settlement agreement’s deadline. Subsequently, Szecsku’s counsel e-mailed defense counsel the July 12, 2023 “Proof of Funds | Lending Statement” from Blake Group Funding, which again made it clear that a loan agreement had not been executed and would not be until it received confirmation that Cedan Holdings and MDM agreed on the amount of rent owed and the necessary funds were being held in escrow. After receiving the updated proof of funds, defense counsel maintained that defendants’ position had not changed.

When Szecsku moved to reopen the case and enforce the settlement agreement, defendants did not raise any arguments attacking the financing letter or the alleged lack of documentation to establish that Szecsku was ready to close on the loans. Nor did defendants timely move for reconsideration of the court’s August 25, 2023 order. In response to Szecsku’s motion to enforce the trial court’s August 2023 order, defendants argued that Szecsku had not produced any documents to demonstrate that he was ready, willing, and able to close on the Stark loans or escrowed the funds. Notably, defendants asserted, “There is no approval letter indicating that some lender—any lender—is providing financing to Plaintiff for the purchase of the billboards[.]” At the hearing, defense counsel discussed, for the first time, Barringer’s December 2023 e-mail asserting, “They didn’t have final funding. They had the beginning of the process.” However, the trial court rejected defendant’s arguments and defendants did not timely move for reconsideration of the court’s March 13, 2024 or May 7, 2024 orders. Additionally, Szecsku obtained funding and

⁶ This e-mail was allegedly received in response to a subpoena in a separate lawsuit involving a third party.

placed the funds in escrow in April 2024. On the basis of these facts, we cannot conclude that the trial court's denial of defendants' motion to partially vacate the August 25, 2023 order on the basis of fraud falls outside the range of principled outcomes.

IV. DAMAGES

Defendants also assert that the trial court abused its discretion by ordering MDM to pay Szecsku all revenues, rather than lost profits. We disagree.

At the outset, we note that defendants argue that the trial court ordered them to pay Szecsku all revenue from advertising on the MDM billboards after July 15, 2023, as a civil contempt sanction in its July 25, 2024 order denying defendants' motion for relief from the trial court's orders. Defendants have misrepresented the trial court record. In moving to enforce the settlement agreement, Szecsku requested all revenue generated after July 15, 2023 "pursuant to the Settlement Agreement." The trial court concluded that defendants breached the settlement agreement and, in August 2023, ordered defendants to deliver to Szecsku "all revenue from advertising on the MDM billboards after July 15, 2023" In other words, the trial court concluded that the damages were warranted under the terms of the settlement agreement that defendants breached. And because defendants failed to comply with the trial court's August 2023 order, the trial court ordered defendants to deliver to Szecsku all advertising revenue received after July 15, 2023, in its March 2024 and May 2024 orders. The revenue was not awarded as a civil contempt sanction. In fact, the trial court initially declined Szecsku's invitation to hold defendants in civil contempt. However, in its opinion and order denying defendants' motion for relief from the court's orders, the trial court ordered defendants to pay Szecsku "\$53,000.00 for the interest accrued by the Plaintiff in obtaining funds to escrow the \$811,759.24 since April 2024" and \$14,872.00 for the attorney fees incurred by the Plaintiff" as civil contempt sanctions for defendants' failure to comply with the trial court's orders.

A settlement agreement is a binding contract. *Reicher v SET Enterprises, Inc.*, 283 Mich App 657, 663; 770 NW2d 902 (2009). Courts "enforce contracts according to their terms, as a corollary to the parties liberty to enter into a contract." *Id.* at 664. In doing so, courts "examine contractual language and give the words their plain and ordinary meanings." *Id.* "[T]he main goal in the interpretation of contracts is to honor the intent of the parties." *Mahnick v Bell Co.*, 256 Mich App 154, 158-159; 662 NW2d 830 (2003). "If the contractual language is unambiguous, courts must interpret and enforce the contract as written because an unambiguous contract reflects the parties' intent as a matter of law." *Hastings Mut Ins Co v Safety King, Inc.*, 286 Mich App 287, 292; 778 NW2d 275 (2009). "Further, contractual terms must be construed in context and read in light of the contract as a whole." *Auto Owners Ins Co v Seils*, 310 Mich App 132, 148; 871 NW2d 530 (2015) (cleaned up).

The settlement agreement's terms were unambiguous. And Mills and MDM do not challenge the trial court's conclusion that they breached the settlement agreement. If defendants had not breached the settlement agreement, the parties would have closed on the loans by the July 15, 2023 deadline and, under the terms of the settlement agreement, Szecsku would have received all membership interests in MDM, which included all revenue generated. In response to Szecsku's motion to enforce the trial court's August 2023 order, defendants explained that they had not delivered any revenue to Szecsku because they "have continued to pay all operating

expenses of the billboards and after that, there are no additional funds to deliver to [Szecsku].” Defendants did not argue that the damages awarded by the trial court were contrary to Michigan law.

The first time that defendants argued that the revenue damages were contrary to Michigan law was in their motion for relief of the court’s orders. While defendants cited MCR 2.612(C)(1)(c) as grounds to partially vacate the orders on the basis of Szecsku’s alleged fraud, they did not cite a provision in support of their argument regarding the revenue damages. Even assuming that they were seeking relief under MCR 2.612(C)(1)(f), which permits a trial court to grant relief for “[a]ny other reason justifying relief,” defendants were required to bring their motion “within a reasonable time” under MCR 2.612(C)(2). The trial court ordered defendants to deliver to Szecsku all advertising revenue received after July 15, 2023, in its August 2023, March 2024, and May 2024 orders. Defendants did not move for reconsideration of any of those orders and waited nine months before filing their motion for relief from the trial court’s August 2023 order enforcing the settlement agreement. Defendants’ failure to move for relief from the trial court’s order on the basis that the damages ordered were allegedly contrary to Michigan law was not the result of any fraud or alleged improper conduct by Szecsku or his attorney. See *Heugel v Heugel*, 237 Mich App 471, 479; 603 NW2d 121 (1999) (holding that relief under subrule (f) is generally only warranted “when the judgment was obtained by the improper conduct of the party in whose favor it was rendered.”). Under the circumstances of this case, we conclude that defendants’ motion for relief was not made within a reasonable time and thus the trial court did not abuse its discretion by denying the motion.

V. CONTEMPT—GLM AND THOMPSON

Defendants further argue that the trial court erred by holding GLM and Thompson in contempt because there were no allegations or evidence that GLM or Thompson breached the settlement agreement. We disagree.

In moving to enforce the settlement agreement, Szecsku presented evidence that none of defendants, including GLM and Thompson, provided financial records to establish the annual revenue generated so that the rent owed to Cedan Holdings could be calculated and the parties could close on the Stark loans. Thompson and GLM had an eight-year lease agreement that authorized them to sell advertising on the billboards in exchange for payment of a portion of the annual gross revenue to MDM. Clearly, Thompson and GLM had access to GLM’s financial records and could have provided them to Cedan Holdings for the rent calculations. Thompson and GLM signed the settlement agreement and all defendants were represented by the same counsel. The trial court concluded that all defendants breached the settlement agreement and granted Szecsku’s motion to enforce the agreement. Thompson and GLM did not challenge that holding or move for reconsideration of the trial court’s March 2024 or May 2024 orders. Instead, defendants waited nine months before filing their motion for relief from the trial court’s August 2023 order enforcing the settlement agreement and raised, for the first time, the argument that there were no allegations or evidence that GLM breached the settlement agreement. While defendants cited MCR 2.612(C)(1)(c) as grounds to partially vacate the orders on the basis of Szecsku’s alleged fraud, they did not cite a provision in support of their argument regarding GLM. Even assuming that they were seeking relief under MCR 2.612(C)(1)(f), which permits a trial court to grant relief for “[a]ny other reason justifying relief,” defendants were required to bring their

motion “within a reasonable time” under MCR 2.612(C)(2). Under the circumstances of this case, we conclude that defendants’ motion for relief was not made within a reasonable time and thus the trial court did not abuse its discretion by denying the motion.

Affirmed.

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