

STATE OF MICHIGAN
COURT OF APPEALS

FR FLORIAN RADU ROMAN,

Plaintiff-Appellant,

v

ST. SIMON INDEPENDENT ROMANIAN
ORTHODOX CHURCH and ROMANIAN
ORTHODOX ARCHDIOCESE IN THE
AMERICAS,

Defendants-Appellees.

UNPUBLISHED

October 01, 2026

9:27 AM

No. 375554

Wayne Circuit Court

LC No. 21-003644-CK

Before: LETICA, P.J., and RICK and GARRETT, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court’s order enforcing the parties’ prior settlement and granting summary disposition to defendants. We affirm.

I. FACTUAL BACKGROUND

Plaintiff served as the priest of a Romanian Orthodox parish in Westland from approximately 2012 through 2016. According to plaintiff, the parish agreed to pay him a salary, provide a housing allowance, and reimburse his expenses. Plaintiff maintains the parish fell short by not paying him everything it owed.

In September 2015, the parish council purportedly approved a plan to satisfy much of that debt by transferring a parish house in Westland, Michigan to plaintiff. The parish executed a quitclaim deed conveying the property to him. The Archdiocese disputed the validity of the transfer. It maintained that the parish lacked authority to convey the property.

That dispute led to a lawsuit in 2017. The Romanian Orthodox Metropolia of the Americas, a local parish identified as St. Simeon Romanian Orthodox Church, and several parishioners sued plaintiff and others over control of the parish and title to the parish house. Plaintiff responded with a countercomplaint against the archdiocesan body, the local parish, and several parishioners.

In the countercomplaint, plaintiff alleged that he had been a paid parish employee since 2012, that the parish had promised him a salary and housing allowance, and that he remained owed compensation. He also sought reimbursement for money he had spent improving the parish house. His countercomplaint included claims for breach of contract, unjust enrichment, and innocent misrepresentation.

The parties resolved the 2017 action through facilitation. Their October 2018 settlement memorandum affirmed that it was binding, that the parties were represented by counsel, and that both the complaint and the counterclaim would be dismissed with prejudice. It also provided that the plaintiff church would hold title to the parish house and that plaintiff would vacate the property. In February 2019, the court in the 2017 action entered a consent judgment implementing those terms.

The parties continue to disagree about the local parish's identity. Defendants maintain that St. Simeon Romanian Orthodox Church, the parish named in the 2017 action, and St. Simon Independent Romanian Orthodox Church, the defendant named here, are the same Westland congregation operating under variations of the same name. Plaintiff maintains that they are legally distinct entities and that a later amendment to the parish's corporate name was not properly authorized.

Plaintiff filed this action in 2021, asserting breach of contract, unjust enrichment, tortious interference with a contractual relationship, and civil conspiracy. He again sought compensation for his pastoral services and related expenses. His theory was that the transfer of the parish house had served as payment. He alleged that once the 2017 action concluded and the property was returned to the church, he was left unpaid. He therefore characterized the present claims as arising only after the resolution of the 2017 action.

The Archdiocese moved to enforce the settlement and for summary disposition. St. Simon did not file a separate dispositive motion; instead, it filed a one-page concurrence in the Archdiocese's motions and requested dismissal as to both defendants. Plaintiff responded that his current claims were not ripe during the 2017 action and that St. Simon was not the same parish that had participated in that case. The trial court rejected those arguments. It concluded that plaintiff had already asserted compensation claims in the 2017 action and that any additional compensation theory could have been raised before he agreed to dismiss his counterclaim with prejudice. The court dismissed the complaint as to both defendants.

Plaintiff moved for reconsideration, focusing on St. Simon's failure to file a separate motion and on his contention that St. Simon was not a party to the 2017 action. The trial court denied reconsideration, and this appeal followed.

II. ANALYSIS

A. STANDARD OF REVIEW

We review de novo a trial court's decision on a motion for summary disposition and the application of res judicata. *Mecosta Co Med Ctr v Metro Group Prop & Cas Ins Co*, 509 Mich

276, 282; 983 NW2d 401 (2022). A motion under MCR 2.116(C)(7)¹ may be granted when a prior judgment bars the claim. In reviewing such a motion, a court considers the pleadings and any documentary evidence submitted by the parties. The court accepts the complaint's well-pleaded allegations as true unless the documentary evidence contradicts them. It also construes the evidence in the nonmoving party's favor. *RDM Holdings, Ltd v Continental Plastics Co*, 281 Mich App 678, 687; 762 NW2d 529 (2008). If no material factual dispute exists, the issue of whether the claim is barred presents a question of law. *Id.*

B. SUMMARY DISPOSITION IN FAVOR OF ST. SIMON

Plaintiff first argues that the trial court could not dismiss the claims against St. Simon because St. Simon filed only a concurrence in the Archdiocese's motions rather than a separate dispositive motion. We disagree.

MCR 2.116(I)(1) provides that "[i]f the pleadings show that a party is entitled to judgment as a matter of law, or if the affidavits or other proofs show that there is no genuine issue of material fact, the court shall render judgment without delay." Under this rule, a trial court may grant summary disposition sua sponte. It must, however, afford the affected party notice and a meaningful opportunity to be heard. *Al-Maliki v LaGrant*, 286 Mich App 483, 485, 489; 781 NW2d 853 (2009).

St. Simon's concurrence expressly adopted the Archdiocese's motions and requested dismissal of the complaint as to both defendants. Plaintiff's written response and oral argument addressed whether the settlement and preclusion doctrines extended to St. Simon. They also addressed whether the parish named in the 2017 action was the same parish named in this action. At the hearing on the Archdiocese's motion for summary disposition, the trial court expressly clarified that its ruling applied to both St. Simon and the Archdiocese. Plaintiff therefore had notice that St. Simon sought dismissal. He also had a meaningful opportunity to present arguments specific to that defendant. Even if the concurrence did not independently satisfy the requirements for a motion, MCR 2.116(I)(1) permitted the trial court to enter judgment in favor of St. Simon. The court determined that the record established St. Simon's entitlement to judgment as a matter of law. The trial court properly dismissed the claims against St. Simon.

C. RES JUDICATA

Plaintiff argues that the trial court erred by concluding that res judicata barred his claims. He maintains that the present action concerns a new injury that arose only after the settlement of the 2017 action deprived him of the parish house allegedly transferred as compensation for his services. Plaintiff further contends that the parties are not identical because St. Simon Independent Romanian Orthodox Church was not a party to the 2017 action. We disagree.

¹ The trial court did not identify the subrule under which it granted summary disposition. Because the court relied on the prior settlement and res judicata, and because a claim barred by a prior judgment falls within MCR 2.116(C)(7), we analyze the ruling under that subrule.

Res judicata prevents parties from bringing multiple actions involving the same cause of action. *Foster v Foster*, 509 Mich 109, 120; 983 NW2d 373 (2022). It bars a later action when “(1) the prior action was decided on the merits, (2) both actions involve the same parties or their privies, and (3) the matter in the second case was, or could have been, resolved in the first.” *Id.* at 120-121 (quotation marks and citation omitted). Michigan applies the doctrine broadly. It bars claims actually litigated and claims arising from the same transaction that the parties could have raised through reasonable diligence. *Adair v State*, 470 Mich 105, 121; 680 NW2d 386 (2004). Whether claims arise from the same transaction is a pragmatic inquiry. A court considers how closely the facts are related in time, place, origin, and motivation. It also considers whether the facts would ordinarily be tried together. *Id.* at 125.

Here, the prior action was decided on the merits. The 2017 action ended in a written settlement memorandum and a consent judgment. The memorandum stated that it was binding and that the parties were represented by counsel. It also provided that the complaint and counterclaim would be dismissed with prejudice. Under the memorandum, the plaintiff church would hold title to the parish house, and plaintiff would vacate the property. The court in the 2017 action later entered a consent judgment implementing those terms and closing the case. Plaintiff’s counsel acknowledged in the present case that plaintiff was represented in the 2017 action. Counsel also did not dispute that the settlement agreement had been executed.

A voluntary dismissal with prejudice is treated as a decision on the merits for purposes of res judicata. *Limbach v Oakland Co Bd of Co Rd Comm’rs*, 226 Mich App 389, 395; 573 NW2d 336 (1997). The dismissal with prejudice of plaintiff’s counterclaim therefore satisfies the first element. Plaintiff contends that the parish representatives lacked authority to settle, that the parties were incorrectly named, and that fraud affected the settlement or consent judgment. Those assertions amount to a collateral challenge to the consent judgment. *Foster* explains that a final judgment generally cannot be collaterally attacked on grounds that it was legally erroneous. *Foster*, 509 Mich at 121, 124-125. Plaintiff does not contend that the court in the 2017 action lacked personal or subject-matter jurisdiction. Rather, his arguments concerning the authority of the parish representatives, the names of the entities, the amendment of the parish’s corporate documents, and any alleged fraud are instead a challenge to the validity or correctness of the consent judgment entered by a court with jurisdiction over the action. His remedy was to seek relief from that judgment in the 2017 action, subject to the applicable requirements and time limitations governing relief from judgment. Plaintiff did not obtain such relief and may not avoid the judgment’s preclusive effect by challenging its validity in this separate action.

Additionally, the actions involve the same parties or their privies. The parties need not be perfectly identical. A nonparty is in privity with a party to an earlier action when their interests are sufficiently aligned and they assert the same legal right. *Peterson Novelties, Inc v City of Berkley*, 259 Mich App 1, 12-13; 672 NW2d 351 (2003). Privity also requires a functional relationship in which the party to the earlier litigation represented and protected the nonparty’s interests. *Id.* at 13.

Plaintiff was a party to the 2017 action. He filed his countercomplaint against the archdiocesan body, the local parish, and several parishioners. The Archdiocese was a defendant in plaintiff’s 2017 action and is a party to the instant case. Both actions concern the same Westland congregation and the same parish house. They also concern the same alleged employment and

compensation relationship and the same archdiocesan intervention in the parish's governance and property. Plaintiff's present complaint identifies St. Simon as the parish that allegedly transferred the property to him. It also alleges that the 2017 action was brought to undo that transfer. The present complaint likewise identifies the Archdiocese as the entity whose investigation, suspension decision, and challenge to the property transfer allegedly caused plaintiff's injury.

The record indicates that "St. Simeon Romanian Orthodox Church," the local parish named in the 2017 action, and St. Simon were the same Westland parish. It also indicates that the parish's corporate name was amended in November 2018. Plaintiff disputes whether the amendment was properly authorized. That dispute, however, does not show that the present defendant asserts a legal interest different from the local parish in the 2017 action.

Even assuming that St. Simon and St. Simeon were technically distinct legal entities, the parish in the 2017 action represented the same legal rights that St. Simon asserts here. That parish sought and obtained title to the same parish house and defended against plaintiff's counterclaim seeking compensation from the parish for the same pastoral services and expenditures. Its litigation position therefore presented and protected St. Simon's interests in both the property and the alleged compensation obligation. The entities were in privity for purposes of this dispute.

Moreover, plaintiff's countercomplaint asserted compensation claims against the local parish. Plaintiff and the parish were therefore adverse parties concerning the very compensation obligation at issue here, even if they shared certain interests concerning other aspects of the 2017 litigation. The second element of *res judicata* is met.

Finally, the present claims arise from the same transaction as plaintiff's 2017 counterclaim. In the prior action, plaintiff alleged that he became a paid parish employee in 2012 and was promised an annual salary and housing allowance. He alleged that he was still owed approximately \$67,145 in compensation and had spent more than \$33,000 improving the parish house. He sought full payment for his services and expenditures. In this action, plaintiff again alleges that the parish failed to pay his salary, housing allowance, travel expenses, and expenditures for the parish house. He again seeks compensation for the pastoral services he provided between 2012 and 2016. The present complaint adds allegations concerning the September 2015 parish-council resolution and calculates the amount owed differently. A new calculation of damages or a different legal theory, however, does not create a new transaction. Both actions derive from the same alleged promises, services, nonpayment, property transfer, and dispute over the validity of that transfer.

Plaintiff argues that the present claims were not ripe until the 2017 action deprived him of the parish house. The record belies that premise. Plaintiff had already pleaded a claim for unpaid compensation in his 2017 countercomplaint. Moreover, the October 2018 settlement memorandum expressly provided that the church would retain title to the property and that plaintiff would vacate it. Before plaintiff agreed to dismiss his counterclaim with prejudice, he knew that he would not retain the parish house as compensation.

Plaintiff did not merely possess a potential compensation theory during the 2017 action. He actually pleaded a claim for unpaid compensation and requested full payment for his services and expenditures. He could have pursued his alleged right to any unpaid balance, conditioned the settlement on additional payment, or expressly reserved claims arising from the alleged

compensation agreement. Instead, he agreed to dismiss his counterclaim with prejudice. The later consent judgment implemented settlement terms that plaintiff already knew and had accepted. At most, the loss of the parish house altered plaintiff's asserted measure of damages or eliminated one alleged means of satisfying the compensation obligation. It did not create a new claim arising from a different transaction.

Plaintiff also briefly argues that summary disposition was premature because discovery had not occurred. But he has not identified any discovery that could alter the preclusion analysis. Discovery concerning the amount of compensation allegedly owed would address the merits of claims that are already barred. Any additional discovery concerning the parishes' precise corporate identities would not alter the conclusion that the parish in the earlier action presented and protected the same legal interests that St. Simon asserts here.

Plaintiff's remaining theories do not allow him to avoid preclusion. The unjust-enrichment claim seeks payment for the same services and expenditures raised in the prior counterclaim. The tortious-interference and civil-conspiracy claims are based on the Archdiocese's investigation, plaintiff's suspension, the challenge to the property transfer, and participation in the 2017 litigation. Those events occurred before the settlement. Plaintiff could have asserted claims based on those events against the archdiocesan party in the 2017 action. He alleges no separate wrongful act occurring after the settlement. The consent judgment implemented plaintiff's agreement. It was not a new act that revived claims he had agreed to dismiss. Accordingly, the trial court properly granted summary disposition under MCR 2.116(C)(7).²

Affirmed.

/s/ Anica Letica
/s/ Michelle M. Rick
/s/ Kristina Robinson Garrett

² Because the doctrine of res judicata bars plaintiff's claims, we need not address his arguments concerning collateral estoppel.