If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

STATE OF MICHIGAN

COURT OF APPEALS

A1 SIGNS & GRAPHICS LLC and HASSAN KATTAN, Plaintiffs-Appellees,	UNPUBLISHED October 23, 2026 2:37 PM
v	No. 374547 Wayne Circuit Court
BRIAN RIHAN, Defendant-Appellant.	LC No. 22-008451-CB

Before: PATEL, P.J., and M. J. KELLY and GARRETT, JJ.

PER CURIAM.

Defendant appeals by right the judgment in the amount of $178,343.70 entered after the conclusion of a three-day jury trial. The judgment awarded plaintiff A1 Signs & Graphics LLC damages of $92,980, attorney's fees of $9,043.70, and $320 for costs against defendant. The judgment also awarded A1 Signs and plaintiff Hassan Kattan, jointly and severally, $76,000 against defendant. We affirm.

I. BACKGROUND

Defendant and Kattan are long-time acquaintances and former business partners. The two men formed A1 Signs in 2013. Defendant owns the commercial property that A1 Signs utilized as its principal place of business. Effective January 1, 2020, defendant completely divested himself of all interest in A1 Signs and moved to California. Although defendant divested himself, A1 Signs continued to rent the commercial property from defendant. Kattan attempted to remove defendant from A1 Signs' business account but the bank would not remove defendant without him being physically present. Kattan asked defendant on multiple occasions to go to the bank with him so that defendant could be removed from the business account. Defendant refused.

In June 2020, A1 Signs applied for a COVID-19 Emergency Injury Disaster Loan (EIDL) through the U.S. Small Business Administration (SBA). A1 Signs' bookkeeper included defendant

on the initial loan application.[1] The initial loan was in the amount of $104,000. The money was deposited in A1 Signs' business's bank account. Subsequently, plaintiffs requested two increases in the loan. Defendant's name was not included on either request for a loan increase. The first request increased the loan to $250,000 and the second increased the loan to $375,000. Once again, the money was deposited in the business's bank account.

In June 2020, defendant withdrew approximately $52,000 from the business account to pay personal expenses. He later withdrew approximately $75,000 for additional personal expenses. Kattan conceded that he authorized defendant to withdraw the first $52,500 because defendant's name was initially on the EIDL loan. But Kattan maintained that defendant was not authorized to withdraw any additional funds or to use any funds for personal expenses.

Defendant maintained that he was not part of the loan process and was not aware that his name was on the original application until 2022. When he discovered this information, he requested that Kattan remove him from the loan documents. Defendant claimed that from January 2020 to July 2020 he deposited over $100,000 of his own funds into the business account and the withdrawals that he made were withdrawals of his own money. In March 2022, defendant served A1 Signs with a notice to quit and Kattan maintains defendant engaged in a verbal and physical assault on him. Defendant denied the accusations.

In July 2022, plaintiffs filed this action against defendant alleging claims for statutory and common law conversion, unjust enrichment, fraudulent representation, defamation, retaliatory eviction, and assault. The matter proceeded to a jury trial. At the close of plaintiffs' proofs, defendant moved for a directed verdict on all claims. The trial court granted a directed verdict on plaintiffs' claims for retaliatory eviction but concluded there were questions of fact for the jury to resolve on the remaining claims. The jury returned a verdict in favor of A1 Signs on the claims for statutory and common law conversion finding that A1 Signs sustained actual damages in the amount of $23,222.50 for each conversion claim. The jury returned a verdict in favor of both plaintiffs on the unjust-enrichment claim finding that plaintiffs sustained actual damages in the amount of $75,000. The jury also returned a verdict in favor of Kattan on the fraudulent representation claim finding that Kattan sustained actual damages in the amount of $1,000. The jury returned a verdict of no cause of action on plaintiffs' remaining claims.

Plaintiffs moved for entry of a judgment consistent with the jury verdict and moved for costs and attorney's fees under MCL 600.2919a for the statutory conversion claim. Defendant filed objections arguing that there was no evidence that the conditions of the EDIL loan were satisfied or that the loan had been fully paid. Defendant further asserted that Kattan personally promised to notify the SBA of any lawsuit and pay the SBA any recovery. Defendant maintained that the SBA holds a security interest in all proceeds that plaintiffs recover for commercial tort claims and retains sole discretion over the distribution of such proceeds. Defendant requested that the trial court

[1] The bookkeeper claimed that defendant's name was included on the loan application because the information was taken from the 2019 corporate taxes. The SBA was later notified that defendant was not an owner in the business, and his name was removed from the loan.

notify the SBA of the pending matter. Following a hearing, the trial court entered a judgment as noted.

Defendant now appeals.

II. NECESSARY JOINDER

Defendant claims that the SBA is a necessary party under MCR 2.205(A) because it holds a security interest in all proceeds that plaintiffs recover for commercial tort claims and retains sole discretion over the distribution of such proceeds.

We generally review a trial court's decision on joinder for an abuse of discretion. *PT Today, Inc v Comm'r of Office of Fin & Ins Servs*, 270 Mich App 110, 135; 715 NW2d 398 (2006). The trial court does not abuse its discretion when it chooses an outcome within the range of reasonable and principled outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006).

However, defendant raised this argument for the first time on appeal.[2] "In civil cases, Michigan follows the 'raise or waive' rule of appellate review." *Tolas Oil & Gas Exploration Co v Bach Servs & Mfg, LLC*, 347 Mich App 280, 289; 14 NW3d 472 (2023) (cleaned up). A litigant must raise an issue in the trial court to preserve it for appellate review. *Id*. We will generally decline to address an unpreserved issue unless the failure to do so "would result in manifest injustice, if consideration is necessary for a proper determination of the case, or if the issue involves a question of law and the facts necessary for its resolution have been presented." *Id*. at 289-290. Our Supreme Court has cautioned that this discretion should be exercised sparingly and only in exceptional circumstances. *Napier v Jacobs*, 429 Mich 222, 233-234, 414 NW2d 862 (1987). As we explained in *Jawad A Shah, MD, PC v State Farm Mut Auto Ins Co*, 324 Mich App 182, 194; 920 NW2d 148 (2018), a party "may not remain silent in the trial court and then hope to obtain appellate relief on an issue that [he or she] did not call to the trial court's attention." No such exceptional circumstances exist here and thus we decline to exercise our discretion to review this issue. See *Tolas Oil & Gas Exploration*, 347 Mich App at 289-290.

[2] Although defendant asserted in his objections to the proposed judgment that the SBA holds a security interest in all proceeds that plaintiffs recover for commercial tort claims and retains sole discretion over the distribution of such proceeds, he did not argue that the SBA was a necessary party to the action under MCR 2.205(A). Rather, he maintained that Kattan could not retain proceeds that the SBA is legally entitled to and requested that the trial court notify the SBA of the pending matter. An appellant must establish "that the same basis for the error claimed on appeal was brought to the trial court's attention." *Tolas Oil & Gas Exploration*, 347 Mich App at 289. "[A]n objection on one ground is insufficient to preserve appellate attack on different grounds." *Meagher v Wayne State University*, 222 Mich App 700, 724; 565 NW2d 401 (1997).

III. CONVERSION

Defendant further argues that the evidence did not support the conversion claims because he was a joint account holder with full legal authority to withdraw funds.

A party preserves a claim that a jury's verdict was against the great weight of the evidence by filing a motion for a new trial in the trial court. *Barnes v 21st Century Premier Ins Co*, 334 Mich App 531, 552; 965 NW2d 121 (2020). Defendant did not do so and thus this issue is unpreserved. We decline to exercise our discretion to review this unpreserved issue. See *Tolas Oil & Gas Exploration*, 347 Mich App 289-290.

Defendant also appears to claim that Kattan was not entitled to be awarded damages on the conversion claims because Kattan, in his individual capacity, was not entitled to receive or control the loan proceeds. Defendant never objected to the jury verdict form that asked the jury to determine whether defendant converted the funds in the business bank account and whether Kattan, individually, sustained damages as a result of defendant's conduct. In fact, defendant agreed to the jury verdict form. Accordingly, defendant has waived this issue. See *Dresselhouse v Chrysler Corp*, 177 Mich App 470, 477; 442 NW2d 705 (1989) ("A party is not allowed to assign as error on appeal something which his or her own counsel deemed proper at trial since to do so would permit the party to harbor error as an appellate parachute."). Further, the jury found that Kattan did not sustain damages as a result of defendant's conversion of the funds and thus only A1 Signs was awarded damages for the conversion claims.

Affirmed. Plaintiffs may tax costs as the prevailing parties. MCR 7.219(A).

/s/ Sima G. Patel
/s/ Michael J. Kelly
/s/ Kristina Robinson Garrett