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STATE OF MICHIGAN

COURT OF APPEALS

JAMIE LEE BAKER,

Plaintiff-Appellant,

v

MICHAEL A. ROBBINS and MICHAEL A. ROBBINS PLLC,

Defendants-Appellees.

UNPUBLISHED
November 13, 2026
2:09 PM

No. 372704
Oakland Circuit Court
LC No. 2023-204249-NM

Before: LIEVENSE, P.J., and SWARTZLE and MARIANI, JJ.

PER CURIAM.

Michael A. Robbins, as sole member of Michael A. Robbins PLLC (collectively, "Robbins"), represented plaintiff in her divorce proceedings, which resulted in a settlement agreement between plaintiff and her former husband. In the settlement agreement, property settlement payments were secured by assignments of the husband's membership interests in certain limited liability companies. When the husband later died, plaintiff discovered that the husband did not have any direct ownership interest in some of the LLC's, and that the husband's interests in these LLCs may not provide the collateral as intended. Plaintiff sued Robbins, alleging that he committed legal malpractice. Robbins moved for summary disposition, and the trial court granted the motion. Plaintiff now appeals, and because there was a genuine issue of material fact when Robbins' motion was granted, we reverse.

I. BACKGROUND

Plaintiff's former husband was a real estate broker and investor. The husband was an equal member of LIP Holdings, LLC; the other member of LIP Holdings was the Daniel Kukes Living Trust (Kukes Trust). The husband initiated divorce proceedings, and plaintiff retained Robbins as her counsel. During the valuation of investments and interests, the husband provided a list of 14 LLCs that he had membership interests in and indicated that LIP Holdings owned five of those membership interests.

The divorce proceedings resulted in a settlement agreement which included property settlement payments of $13,000 per month for 111 months. The property settlement payments

were to be secured by assignments of husband's membership interests in the following entities: LIP GTC, LLC; LIP LIMA, LLC; LIP Auburn, LLC; LIP Cascade, LLC; LIP Hall Road Crossing Holdings, LLC; and LIP Madison, LLC. Five of the entities (collectively, the "LIP entities") were assets of LIP Holdings while the husband held his interest in LIP Cascade directly. The husband did not assign his interest in LIP Holdings as part of the settlement agreement.

After the consent judgment of divorce was entered, the husband made 27 monthly property settlement payments. The husband then passed away, which left 84 property settlement payments outstanding, for a total exceeding $1 million. During the resulting probate proceedings, plaintiff attempted to collect on the collateral, including the LIP entities and LIP Cascade. For LIP Cascade, the probate court found that the assignment to plaintiff was "valid and binding" and ordered that the husband's 80% interest in LIP Cascade be assigned to plaintiff in accordance with the divorce settlement agreement. For the other five LLCs, it was discovered that LIP Holdings, not the husband, owned the LIP entities, and therefore, the husband did not have any personal interest in those companies to assign to plaintiff. For those entities, the probate court issued the following order:

> The 07/15/2022 petition concerning L.I.P. entities having been unopposed, the court determines, and it is ordered that the following business entity(ies) are non-probate assets pursuant to the assignment of the same to [plaintiff], triggered by the death of [the husband], to-wit:
>
> a. LIP GTC;
>
> b. LIP LIMA (now close);
>
> c. LIP AUBURN;
>
> d. LIP CASCADE;
>
> e. LIP HALL ROAD CROSSING;
>
> f. LIP MADISON;
>
> g. LIP HOLDINGS, as some or all of the preceding items/entities/Limited Liability company(ies)/business vehciles (sic) are called.

Almost a year later, the previous order was amended to the following:

> The Court hereby determines, and it is ordered that the following business entity(ies) are non-probate assets pursuant to the assignment of the same to Jamie Baker, triggered by the death of Kevin Baker, to-wit:
>
> 1. LIP Hall Road Crossing, LLC
>
> 2. LIP Hall Road Crossing Holdings, LLC
>
> 3. LIP GTC Holdings, LLC

4. LIP GTC, LLC

5. LIP Madison, LLC

6. LIP Madison B, LLC

7. LIP Lima, LLC

8. LIP Cascade, LLC

9. LIP Cascade Manager, LLC

A month after the probate court's determination, the Kukes Trust notified plaintiff that it was exercising its option under the LIP Holdings operating agreement to purchase the membership interests in the LIP entities that plaintiff purportedly held. LIP Holdings' operating agreement had an involuntary transfer provision, which provided that if a member's interest was the subject of any involuntary transfer, the other member had the option to purchase the membership interest for 50% of the book value of the husband's interest in LIP Holdings. The Kukes Trust claimed that the probate court's order, and the underlying assignment that gave rise to the order, constituted an involuntary transfer of the husband's interest. The Kukes Trust offered $137,244 to purchase any membership interests that plaintiff claimed to hold in the LIP entities. Plaintiff eventually reached a settlement with the Kukes Trust for $235,000 in exchange for her purported membership interests in the LIP entities, "recognizing the cost, expense, complexities, and uncertainties attendant to litigation" if the parties chose not to settle. Even with the additional $194,000 from the sale of LIP Cascade, the amount plaintiff received from the collateral was less than half of the outstanding debt owed by her former husband.

Plaintiff then sued Robbins for legal malpractice alleging that Robbins failed to obtain sufficient security and collateral under the divorce settlement agreement; failed to recognize and advise about the assignments' consequences; and failed to involve the Kukes Trust during the assignment process. In lieu of filing an answer, Robbins moved for summary disposition under MCR 2.116(C)(7) and MCR 2.116(C)(10). The trial court granted summary disposition under MCR 2.116(C)(10), finding that plaintiff "did, in fact, receive the specific collateral for which she bargained." Plaintiff moved for reconsideration, which the trial court denied.

Plaintiff now appeals.

II. ANALYSIS

Plaintiff argues that the trial court erred in granting summary disposition. To make a claim of legal malpractice, the plaintiff must establish four elements: "(1) the existence of a attorney-client relationship; (2) negligence in the legal representation of the plaintiff; (3) that the negligence was the proximate cause of an injury; and (4) the fact and extent of the injury alleged." *Manzo v Petrella & Petrella & Assoc, PC*, 261 Mich App 705, 712; 683 NW2d 699 (2004), lv den 472 Mich 865 (2005). "The second element requires proof that the defendant breached a professional standard of care." *Patel*, 344 Mich App at 273.

"We review de novo a trial court's decision to grant or deny a motion for summary disposition." *Sherman v City of St Joseph*, 332 Mich App 626, 632; 957 NW2d 838 (2020) (citations omitted). When deciding a motion for summary disposition under MCR 2.116(C)(10), we consider the evidence submitted in a light most favorable to the nonmoving party. *Payne v Payne*, 338 Mich App 265, 274; 979 NW2d 706 (2021). "Summary disposition is appropriate if there is no genuine issue regarding any material fact and the moving party is entitled to judgment as a matter of law." *Sherman*, 332 Mich App at 632.

Plaintiff argues that the trial court erred in granting summary disposition because defendants knew the husband could not have transferred membership interests in the LIP entities to her since he did not directly own them, making her divorce settlement undercollateralized as a result of Robbins' purported malpractice. Membership interests are assignable, but assignments entitle "the assignee to receive, to the extent assigned, only the distributions to which the assignor would be entitled." MCL 450.4505. Here, the husband had no membership interest himself in any of the five LIP entities at issue; rather, all five of the LIP entities were wholly owned by LIP Holdings. It appears that the husband intended or tried to assign LIP Holdings' interests in the LIP entities. A member, however, "has no interest in specific limited liability company property." MCL 450.4504(2). Because the member of an LLC has no specific interest in the property of the LLC, husband did not have his own membership interests in the LIP entities that he could assign to plaintiff. See *In re Estate of Nielsen*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 368054), slip op at 10 (stating that because the decedent's LLC owned a truck, the decedent's attempt to devise the truck to his sister was ineffective). Moreover, under the LIP Holdings' operating agreement, the husband had no authority to assign unilaterally the assets of LIP Holdings.

Robbins argues that any issue with the assignments was remedied by the probate court's orders recognizing the LIP entities (among others) as nonprobate assets. The probate orders recognized and held that the LIP entities were not probate assets.

The probate orders did not, however, purport to assign interests in the LIP entities by operation of the Probate Code or some other statute or common law. Rather, the probate orders simply recognized that the pre-death settlement agreement between the deceased husband and his ex-wife that purported to assign the interests in those entities, and so these were not assets to be considered in the deceased husband's estate. On their face, the orders do not grapple with the question of whether the deceased husband had any interest in the LIP entities in the first instance, nor how his interest in LIP Holdings factors into the assignment of the five LIP entities, if at all. Simply put, the probate orders held that the LIP entities were not assets of the estate, and to read anything beyond that holding would be mere dicta. See *Estate of Pearce by Pearce v Eaton Co Rd Comm*, 507 Mich 183, 197; 968 NW2d 323 (2021) (finding that any statements unnecessary to decide the issue before the court was nonbinding dicta).

Because the husband had no personal membership interests in the LIP entities, the trial court erred in determining that plaintiff was validly assigned any membership interests in those LIP entities. The trial court found that there was no genuine issue of material fact as to whether Robbins committed legal malpractice based on this incorrect premise. The fact that plaintiff settled with the Kukes Trust for some amount of money, an amount significantly less than what the husband still owed under the divorce settlement, does not change the trial court's legal error.

Therefore, we reverse the trial court's grant of summary disposition under MCR 2.116(C)(10). Given the early stage of this lawsuit, a party may seek summary disposition after discovery has completed.

Reversed and remanded. We do not retain jurisdiction.

/s/ Andrew J. Lievense
/s/ Brock A. Swartzle
/s/ Philip P. Mariani