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

GLENN E. CHAPMAN,

Plaintiff-Appellee,

v

CHRISTOPHER CHAPMAN and JAIME CHAPMAN,

Defendants-Appellants.

UNPUBLISHED
November 13, 2026
12:07 PM

No. 376018
Shiawassee Probate Court
LC No. 2023-24040841-CZ

Before: M. J. KELLY, P.J., and RIORDAN and RICK, JJ.

PER CURIAM.

In this inheritance dispute, defendants Christopher and Jaime Chapman, husband and wife, appeal as of right the trial court's order[1] awarding each of them $5,500 in attorney fees and costs from plaintiff Glenn Chapman, Christopher's brother. On appeal, Christopher and Jaime argue that the trial court's award was erroneously low and that they should have been awarded all requested attorney fees and costs in light of Glenn's frivolous complaint against them. For the reasons discussed below, we conclude that the trial court did not clearly err in any of its factual findings or otherwise err in its ruling. Therefore, we affirm.[2]

I. FACTS

[1] We refer to the Shiawassee Probate Court as the trial court in our opinion.

[2] The trial court's May 22, 2025 final order, from which Christopher and Jaime appealed the following month, dismissed the case and awarded each of them "costs and attorney fees of $5,500.00 ($11,000 total) against Plaintiff and his attorneys pursuant to MCR 1.109, MCR 2.625 and MCL 600.2591." However, on July 11, 2025, the trial court entered an amended final order "to reflect the intent of what was stated on the record." The amended order was substantively identical to the original order, except that attorney fees and costs simply were awarded "against the Plaintiff" and without citation to statutory or court-rule authority.

This overall dispute involves three separate cases that were initiated in Livingston Probate Court but subsequently transferred to Shiawassee Probate Court (i.e., the trial court) in December 2023: No. 24-408-40-DE, No. 24-40841-TV, and No. 24-40841-CZ. The CZ case is the subject of the instant appeal, and the DE and TV cases are incidental to our discussion. Therefore, references to "this case" and "the case" in our opinion generally refer to the Shiawassee Probate Court CZ case alone unless otherwise indicated.

Briefly stated, Leonard Chapman died in April 2017, and his wife, Frieda Mae Chapman, died in November 2021. She had three sons, two of whom are relevant to this appeal—Christoper and Glenn. Christopher largely managed Frieda's finances during the final years of her life in his capacity as a trustee for her trust, and as having power of attorney for her affairs. Upon her death, Frieda generally left her three sons unequal shares of her financial assets—Glenn received 20%, Kurt Chapman received 37%, and Christopher received 40%. Thereafter, Glenn initiated two probate cases, the DE case and the TV case, in Livingston Probate Court, essentially challenging Christopher's management of Frieda's finances. In particular, the DE case concerned Frieda's estate, while the TV case concerned her trust.

After initiating those two cases and conducting discovery over the course of several months, Glenn filed his complaint initiating the instant CZ case in Livingston Probate Court against Christopher and Jaime in October 2023.[3] In his complaint, Glenn alleged that, as a result of discovery in the other two cases, he learned that Christopher and Jaime had abused Christopher's status as power-of-attorney and trustee to spend Frieda's money on such personal items as "concert tickets, tobacco, firearms, lovers lane, essential oils, numerous amazon purchases, tens of thousands in cash withdrawals and more." Essentially, according to Glenn, Christopher used his fiduciary status to improperly acquire financial benefits for himself and his wife, Jaime.[4] Glenn thus maintained eight claims against Christopher and/or Jaime: Count I (breach of fiduciary duty), Count II (embezzlement), Count III (conversion), Count IV (undue influence), Count V (conspiracy), Count VI (unjust enrichment), Count VII (quantum meruit), and Count VIII (fraud). Glenn was represented by Gormley Law Offices, PLC.

In December 2023, the Livingston Probate Court transferred all three cases to the trial court. In February 2024, Christopher, represented by the Law Firm of Parker & Parker, moved to dismiss this case to the extent that he was named as a party. In March 2024, Jaime, represented by

[3] The complaint was maintained by Glenn in his personal capacity and as personal representative of the estate, while Christopher was named in his personal capacity, his capacity as trustee, and his capacity as power of attorney. Jaime was named in her personal capacity only. While not clearly explained in the record, it is implied that Glenn initiated the instant civil case instead of challenging Christopher's conduct in the other two probate cases because he wanted to add Jaime as a party and could not do so in the other two cases.

[4] Glenn also suggested that Frieda suffered from aging-related cognitive issues that affected her competency, although these allegations were never proven during any of the proceedings.

the Law Firm of Gerkin & Decker, PC, similarly moved to dismiss this case to the extent that she was named as a party.[5] [6]

At the April 2024 motion hearing, after entertaining some arguments, the trial court observed that, on the record before it at the time, at least Christopher might have spent substantial sums of money in his fiduciary capacity that "don't pass the smell test." However, the trial court observed, Glenn was "hangin' on by dental floss in terms of the complaint against Jaime." Ultimately, the trial court declined to dismiss the entire case but instead dismissed Counts II and V and allowed Glenn to file an amended complaint as to the other counts.

The case proceeded in a pretrial posture for several months, with the parties engaging in discovery disputes and exchanging other motions. In October 2024, after the trial court denied Christopher's and Jaime's joint motion to dismiss the case, they filed an application for leave to appeal in this Court, arguing that the trial court erred by failing to dismiss the case and award them all attorney fees and costs. We dismissed the application for lack of jurisdiction to the extent that it challenged an April 2024 order and denied the remainder of the application "for failure to persuade the Court of the need for immediate appellate review." *Estate of Frieda Mae Chapman v Chapman*, unpublished order of the Court of Appeals, entered January 8, 2025 (Docket No. 372882).

Six days before this Court disposed of the application for leave to appeal, on January 2, 2025, Glenn moved to dismiss this case with prejudice. In that motion, Glenn explained that he no longer had any available funds to pursue the matter and pay his counsel. Christopher responded by requesting $37,352.10 in attorney fees and costs for this allegedly frivolous action, while Jaime responded by requesting $46,467.50.[7]

At the March 2025 evidentiary hearing, the trial court granted the motion of Glenn's counsel to withdraw from his representation of Glenn, adjourned the hearing so Glenn could consider hiring new counsel, and awarded Christopher and Jaime each $300 in attorney fees for the delay in resolving their motions.

At the May 2025 continued evidentiary hearing, Glenn personally attempted to elicit some testimony from Christopher and Jaime regarding the merits of his case. As a pro se litigant, he was mostly unsuccessful in his questioning. At one point, however, Christopher denied that he paid his "house taxes" from Frieda's account, which Glenn was successfully able to dispute by showing him a cancelled check from Frieda's account bearing his signature. Christopher then clarified his testimony by explaining that his signature on that cancelled check was "[w]ith authorization from mom in a Trust account."

---

[5] Apparently, the DE and TV cases were largely ignored while the parties litigated the CZ case.

[6] Despite being married, Christopher and Jaime retained separate law firms to represent them each.

[7] Christopher later increased his requested award to $41,772.10, while Jaime later increased her requested award to $47,922.50.

At the conclusion of the hearing, the trial court explained its reasoning on the record:

> I had several – we have several delays and discussions with counsel. I found them all, including Mr. Stevenson [Glenn's counsel] as well as Ms. Pearson [Christopher's counsel] and Mr. Gerkin [Jaime's counsel], eager to engage in additional litigation. And so I think they were all part of these large bills.
>
> I – I do not find this case to have been frivolous because I believe Judge Cavanaugh would have found that having it for two years before it was sent on and she did not.
>
> I also do not find Chris Champman particularly credible because . . . he's dodging around questions being clever. Saying he didn't sign a check and then saying, well, he didn't sign a check without permission. I don't – I don't find that to give him a great deal of credibility.
>
> * * *
>
> I – I do find at least, at some point, that the case was credible enough although I do think it started to fall apart and could have been recognized much earlier than it was.
>
> So, I am going to – I don't find it was vexatious or done for the purpose of harassment. Even though the motivation of the Plaintiff might have been to stick it to his brother or whatever legally. Relevant issues. Dispositive motions that had merit even if not granted were filed. And, so I'm going to find that at some point earlier than what was done the – the Plaintiff should have realized it was going nowhere at least on its current course with his current lawyer.
>
> * * *
>
> I don't know cuz we never got to the point of litigating issues of competence or mismanagement. But I do know there is a prima facie case.
>
> I am going to find in favor of the Petitioners but only in the amount of Five Thousand Five Hundred Dollars each after careful consideration of this action.

On May 22, 2025, the same day as the hearing itself, the trial court entered its final order disposing of the case, stating that "Plaintiff's complaint is dismissed with prejudice as to all counts and all parties. . . . Christopher and Jaime Chapman are <u>each</u> awarded costs and attorney fees of $5,500.00 ($11,000 total) against Plaintiff and his attorneys pursuant to MCR 1.109, MCR 2.625, and MCL 600.2591."

On June 11, 2025, Christopher and Jaime filed their claim of appeal from this order. Then, on July 11, 2025, the trial court entered the following amended order:

> Upon further review of the Order dated May 22, 2025 the Order is hereby amended to reflect the intent of what was stated on the record.

* * *

> Plaintiff's complaint is dismissed with prejudice as to all counts and all parties. . . . Christopher and Jaime Chapman are each awarded costs and attorney fees of $5,500.00 ($11,000 total) against the Plaintiff. [Emphasis omitted.]

On appeal, Christopher and Jaime, now both represented by Parker & Parker, argue that the trial court erred by limiting its award of attorney fees and costs to $11,000 total, when they should have been awarded all requested attorney fees and costs because Glenn's October 2023 complaint initiating this action was frivolous. Christopher and Jaime also moved to vacate the trial court's amended order, asserting that the court was prohibited from amending its final order under MCR 7.208(A) after they filed their claim of appeal. We denied that motion "without prejudice to a case call panel of this Court determining whether the order should be vacated once the case is submitted on a session calendar." *Chapman v Chapman*, unpublished order of the Court of Appeals, entered July 28, 2025 (Docket No. 376018).[8]

II. STANDARD OF REVIEW

"[W]e review the court's decision whether to award attorney fees . . . for an abuse of discretion." *In re Temple Marital Trust*, 278 Mich App 122, 128; 748 NW2d 265 (2008). "The trial court abuses its discretion when it chooses an outcome outside the range of reasonable and principled outcomes." *Id*. "A trial court's finding that an action is frivolous is reviewed for clear error." *Kitchen v Kitchen*, 465 Mich 654, 661; 641 NW2d 245 (2002). "A decision is clearly erroneous where, although there is evidence to support it, the reviewing court is left with a definite and firm conviction that a mistake has been made." *Id*. at 661-662. This Court reviews issues of statutory and court-rule interpretation de novo. *Reed v Breton*, 279 Mich App 239, 242; 756 NW2d 89 (2008).

---

[8] Generally, under MCR 7.208(A), "[a]fter a claim of appeal is filed or leave to appeal is granted, the trial court or tribunal may not set aside or amend the judgment or order appealed from . . . ." However, MCR 7.208(C) provides that "until the record is filed in the Court of Appeals, the trial court or tribunal has jurisdiction (1) to grant further time to do, properly perform, or correct any act in the trial court or tribunal in connection with the appeal that was omitted or insufficiently done, other than to extend the time for filing a claim of appeal or for paying the entry fee or to allow delayed appeal; [and] (2) to correct any part of the record to be transmitted to the Court of Appeals, but only after notice to the parties and an opportunity for a hearing on the proposed correction."

Here, the lower-court record was filed in this Court on November 18, 2025, a few months after the trial court amended its final order. Further, the amended order better comports with the trial court's oral ruling from the bench because it omits the citation to MCL 600.2591, which only applies when an entire action is frivolous. Thus, we decline to vacate the trial court's amended order because it was authorized by MCR 7.208(C)(1) as a "correct[ion] [of] any act in the trial court or tribunal in connection with the appeal that was omitted or insufficiently done . . . ."

III. DISCUSSION

Christopher and Jaime argue that the trial court erred by failing to award them all requested attorney fees and costs because the October 2023 complaint initiating this action was frivolous. We disagree.

MCL 600.2591 provides as follows:

> (1) Upon motion of any party, if a court finds that a civil action or defense to a civil action was frivolous, the court that conducts the civil action shall award to the prevailing party the costs and fees incurred by that party in connection with the civil action by assessing the costs and fees against the nonprevailing party and their attorney.
>
> (2) The amount of costs and fees awarded under this section shall include all reasonable costs actually incurred by the prevailing party and any costs allowed by law or by court rule, including court costs and reasonable attorney fees.
>
> (3) As used in this section:
>
> (a) "Frivolous" means that at least 1 of the following conditions is met:
>
> (*i*) The party's primary purpose in initiating the action or asserting the defense was to harass, embarrass, or injure the prevailing party.
>
> (*ii*) The party had no reasonable basis to believe that the facts underlying that party's legal position were in fact true.
>
> (*iii*) The party's legal position was devoid of arguable legal merit.
>
> (b) "Prevailing party" means a party who wins on the entire record.

Relatedly, MCR 1.109(E) provides, in relevant part:

> (5) *Effect of Signature*. The signature of a person filing a document, whether or not represented by an attorney, constitutes a certification by the signer that:
>
> (a) he or she has read the document;
>
> (b) to the best of his or her knowledge, information, and belief formed after reasonable inquiry, the document is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law; and
>
> (c) the document is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.
>
> (6) *Sanctions for Violation*. If a document is signed in violation of this rule, the court, on the motion of a party or on its own initiative, shall impose upon the

> person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the document, including reasonable attorney fees. The court may not assess punitive damages.
>
> (7) *Sanctions for Frivolous Claims and Defenses*. In addition to sanctions under this rule, a party pleading a frivolous claim or defense is subject to costs as provided in MCR 2.625(A)(2). The court may not assess punitive damages.

Under both the statute and court rule, "[w]hether a claim was frivolous must be determined using an objective standard considering the circumstances concerning the claim at the time it was asserted." *Tolas Oil & Gas Exploration Co v Bach Servs & Mfg, LLC*, 347 Mich App 280, 321; 14 NW3d 472 (2023). "[N]ot every error in legal analysis constitutes a frivolous position." *Id*. "If the trial court goes beyond assessing the merits of a legal position, such as when a trial court finds that an action was brought for an improper purpose, this Court must defer to the trial court's superior position to judge the parties and the evidence." *Id*.

The court rule concerns particular filings that are frivolous, while the statute concerns the "entirety" of a civil action that is frivolous. See *Maryland Cas Co v Allen*, 221 Mich App 26, 32 n 1; 561 NW2d 103 (1997). Moreover, "although MCR 1.109(E)(6) provides the trial court with the discretion to select an appropriate sanction for signing a document in violation of the court rule, the Legislature did not give trial courts the discretion to fashion a remedy for filing a frivolous action." *Tolas Oil*, 347 Mich App at 321. Instead, MCL 600.2591 "requires the trial court to order the party filing the frivolous action to compensate the opposing party for their reasonable attorney fees and costs incurred in defending the frivolous action if the trial court finds that the action was frivolous." *Id*. In this regard, the prevailing party is entitled to "reasonable" attorney fees under MCL 600.2591, which may be different from the actual attorney fees requested. *In re Attorney Fees and Costs*, 233 Mich App 694, 705; 593 NW2d 589 (1999).

MCR 1.109(E)(6) "permits the trial court discretion to impose an appropriate sanction, under which a court may hold the attorney signing the frivolous document jointly responsible with the represented party for the sanctions imposed." *Bradley v Frye-Chaiken*, 514 Mich 679, 706; 22 NW3d 458 (2024) (emphasis omitted). In contrast, MCL 600.2591 "clearly envisions that sanctions be awarded against 'the nonprevailing party and their attorney.' " *Id*. at 708, quoting MCL 600.2591(1). However, "attorney liability is [not] implicated in the instance in which an attorney is retained at a different stage of the proceedings and had no influence on the nature and manner of legal arguments. The attorney in that instance had no control or oversight of the arguments in order to restrain frivolous proceedings and costs." *Bradley*, 514 Mich at 710.

To summarize, for the purposes of this appeal, the primary difference between MCL 600.2591 and MCR 1.109(E)(6) is that the statute concerns an entire action that is frivolous, while the court rule concerns individual filings that are frivolous. See *Bradley*, 514 Mich at 706-708. Further, the statute requires an award of all reasonable attorney fees and costs, both from the party itself and its counsel, while the court rule allows the trial court discretion in fashioning a remedy, both in terms of the amount and whether counsel itself is sanctioned. See *id*.

Here, Christopher argues that the trial court should have awarded him all of his requested attorney fees and costs, from both Glenn personally and Glenn's attorneys, the Gormley Law Offices, because the claims against him in the original October 2023 complaint "were frivolous when filed and continued to be frivolous until dismissed."[9] In particular, Christopher contends that the claims were frivolous because there was no express or implied contract between him and Glenn, so any contract or quasi-contract claims were without basis; beneficiary-designated accounts are non-probate transfers, see MCL 700.6101(1)(c), so "all claims made by the Estate/Glenn as Personal Representative" were without basis; and the statute of limitations for torts is three years, see MCL 600.5805(2), so all tort claims that accrued before October 18, 2020, were without basis. Christopher adds that his fiduciary duties as trustee were owed to trust beneficiaries Leonard and Frieda, see MCL 700.7802(1); that his fiduciary duties as power-of-attorney for Frieda were owed to Frieda alone, see *In re Susser Estate*, 254 Mich App 232, 234-235; 657 NW2d 147 (2002); and that Glenn admitted that he had no personal knowledge about Leonard and Frieda since 2015. Christopher reasons that because these facts were known to both Glenn and Gormley Law Offices before they filed the October 2023 complaint, it follows that the complaint, i.e., the filing initiating the entire action, was frivolous, so he is entitled to all attorney fees and costs under MCL 600.2591 and MCR 1.109(E).

Jaime also argues that she was entitled to all attorney fees and costs under MCL 600.2591 and MCR 1.109(E). Jaime reasons that she never had any type of fiduciary relationship with Frieda and that, essentially, she only was named as a defendant because she is Christopher's wife. As with Christopher, Jaime only challenges the original October 2023 complaint.

We agree with Christopher and Jaime that some of the claims in the eight-count October 2023 complaint clearly were meritless. For example, the embezzlement claim (Count II) was maintained against both Christopher and Jaime. However, as Jaime correctly notes on appeal, she did not have any type of agent relationship with Frieda, such as trustee, that would warrant a claim of civil embezzlement against her. See MCL 600.2919a(1)(a); *People v Lueth*, 253 Mich App 670, 683; 660 NW2d 322 (2002). In addition, the conversion claim (Count III) cited MCL 600.2919a as its basis, meaning that Counts II and III were redundant, and one of them should not have been maintained in the complaint. See *Fast Splash Car Wash, Inc v Sobh*, unpublished per curiam opinion of the Court of Appeals, issued July 14,2026 (Docket No. 375805), at 5 (explaining that MCL 600.2919a sets forth a method of recovery for civil embezzlement).[10] Further, the claims of unjust enrichment (Count VI) and quantum meruit (Count VII) had doubtful merit as well, given that, allegedly, Christopher wrongfully acquired funds in a legally-recognized fiduciary relationship, which provides a distinct basis for recovery beyond generalized equitable principles. See generally, *Deschane v Klug*, 344 Mich App 744, 753-754; 2 NW3d 131 (2022) (discussing the doctrines of unjust enrichment and quantum meruit).

Nonetheless, we conclude that the trial court did not clearly err by finding that the overall October 2023 complaint was not frivolous under MCL 600.2591 or MCR 1.109(E). See *Kitchen*,

---

[9] Christopher does not challenge any other particular filings beyond the October 2023 complaint.

[10] "Unpublished opinions are . . . not binding authority but may be persuasive or instructive." *Haydaw v Farm Bureau Ins Co*, 332 Mich App 719, 726 n 5; 957 NW2d 858 (2020).

465 Mich at 661. The primary, leading claim in the complaint was breach of fiduciary duty against Christopher. "To establish a claim for breach of fiduciary duty, a plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages caused by the breach of duty." *Highfield Beach at Lake Mich v Sanderson*, 331 Mich App 636, 666; 954 NW2d 231 (2020). In this regard, the complaint alleged that Christopher was nominated with "durable power of attorney" for Frieda in July 2014 and again in March 2015.[11] The complaint further alleged that, in this capacity, he breached his fiduciary duty by, for example, "removing money from investment accounts and CDs in the Decedent's name and liquidating them into the trust account to pay his personal credit card." According to the complaint, "[t]he Estate, through the Decedent suffered damages to the tune of hundreds of thousands of dollars due to the breach because these funds would not have been spent had Chris and Jaime Chapman not misappropriated them." On the basis of these and other similar allegations, Glenn sought relief for not only breach of fiduciary duty, but also related claims such as embezzlement and undue influence as well.[12]

When addressing the complaint during the April 2024 motion hearing, the trial court suggested that at least some of Christopher's alleged transactions "don't pass the smell test." This observation is supported by the allegations in the complaint itself and other documents that subsequently were introduced into the record by Glenn and his counsel. For instance, according to copied checks attached to an April 1, 2024 brief, Christopher paid at least $688.03 to Owosso Orthodontics in 2017 from an account owned by Frieda and Leonard by signing the check, "Christopher Chapman POA." According to the brief itself, this exhibit shows that "[t]he Decedent's funds were used to pay for Orthodontic work for Jaime's daughter from a prior relationship," and "[p]lease note that these exhibits do not show the full amount of money spent on orthodontic work." Indeed, the record suggests that Christopher used his authority as power of attorney for personal expenditures on a repeated basis, as the trial court noted at the conclusion of the May 2025 evidentiary hearing that it did "not find Chris Chapman particularly credible . . . . Saying he didn't sign a check and then saying, well, he didn't sign a check without permission." Simply put, the record shows that Glenn's initiation of litigation against Christopher was not entirely unwarranted.[13]

---

[11] "Generally, a power of attorney is a written instrument by which a principal authorizes and appoints an agent, known as an attorney in fact, and delegates to the agent the power to perform acts on behalf of, in the place of, and instead of the principal." *Persinger v Holst*, 248 Mich App 499, 503; 639 NW2d594 (2001).

[12] Christopher observes that the estate could not have been damaged by his alleged conduct because the funds at issue were beneficiary-designated accounts, which are non-probate transfers pursuant to MCL 700.6101(1)(c). However, it appears that most or all of the documents designating these funds as non-probate were signed by Frieda in 2017. Thus, there is a non-frivolous argument that Christopher used his position of confidence and trust to induce Frieda to sign these documents.

[13] Certainly, we agree with Christopher and Jaime that Frieda "had full authority to spend her money any way she wanted while she was alive." Thus, it was not necessarily wrongful for Christopher to sign one or more checks in his capacity as power of attorney for personal use, as Frieda undoubtedly was permitted to allow him to do so. We discuss these facts only to the extent

We acknowledge that Glenn's claims against Jaime were significantly less persuasive, as she did not have a legally recognized relationship with Frieda such as power of attorney. Rather, it appears likely that she was included in this litigation because she was married to Christopher and directly or indirectly received some funds from his financial activities. However, the overall facts of this case also indicate that Jaime had knowledge of her husband's activities and worked with him to secure financial benefits from those activities. Thus, at the preliminary stage of this case, it arguably was proper for Glenn to name her as a defendant in the hypothetical future event that he would be entitled to some type of equitable relief from her. See *Deschane*, 344 Mich App at 753-754. Moreover, it is not necessarily frivolous to name a person as a defendant even if the facts, as later developed during the case, indicate that the person should not have been named as a defendant. See *Contel Sys Corp v Gores*, 183 Mich App 706, 711-712; 455 NW2d 398 (1990).

To summarize, the trial court found that this case, initiated by the October 2023 complaint, was "credible" at the early stages and that the case was not "vexatious or done for the purpose of harassment." For the reasons explained above, these findings were not clearly erroneous. Therefore, Christopher and Jaime are not entitled to their entire attorney fees and costs under MCL 600.2591. See MCL 600.2591(3)(a)(*i*)-(*iii*). Nor, for the same reason, are Christopher and Jaime entitled to their entire attorney fees and costs under MCR 1.109(E). See MCR 1.109(E)(5)(b)-(c). Because Christopher and Jaime have not challenged any of Glenn's filings beyond the October 2023 complaint, we have no basis to reverse the trial court.[14]

IV. CONCLUSION

The trial court did not clearly err in any of its factual findings or otherwise err in its disposal of this case. Therefore, we affirm.

/s/ Michael J. Kelly
/s/ Michael J. Riordan
/s/ Michelle M. Rick

---

that they are relevant for whether the instant action was "frivolous" for the purposes of MCL 600.2591 and MCR 1.109(E).

[14] To be clear, the trial court awarded Christopher and Jaime each $5,500 in attorney fees and costs from Glenn, reasoning that at some point after the original complaint was filed, the case "started to fall apart and could have been recognized much earlier than it was." Thus, the trial court implied that at least one of Glenn's filings later in the case was sanctionable under MCR 1.109(E). Because Glenn has not filed his own claim of appeal or a cross-appeal, we have no basis to reduce this award. See *Reidenback v City of Kalamazoo*, 327 Mich App 174, 181-182; 933 NW2d 335 (2019). Further, because Christopher and Jaime have only challenged the October 2023 complaint, we need not address whether the trial court's award should have been higher in light of subsequently-filed documents.