

STATE OF MICHIGAN
COURT OF APPEALS

INTERNATIONAL SPORTS MARKETING, INC.,

Plaintiff–Appellant,

v

SAATCHI & SAATCHI, HAROLD MARLBORO
GROUP, IMPEL MARKETING CO., TIVI
AMSTERDAM, ARENA, AND ISL MARKETING,
INC.,

Defendants–Appellees,

and

UNITED STATES OLYMPIC COMMITTEE,
ROBERT H. HELMICK, JOHN KRIMSKY, JR.,
HARVEY SCHILLER, RONALD T. ROWAN,
CRAIG BROWN, MICHAEL PLANT, EDGAR
HOUSE, HARRIS HELMICK BELIN, TURNER
BROADCASTING SYSTEM, LIFESTYLE
MARKETING GROUP, EDWARD EINHORN,
HOUSE & COMPANY, MEDALIST SPORTS, and
JOHN DOES #1 to 13,

Defendants.

Before: Hood, P.J., and Griffin and J. F. Foley,* JJ.

PER CURIAM.

Plaintiff appeals by right from orders granting defendants¹ summary disposition pursuant to MCR 2.116(C)(8). Plaintiff sued defendants for tortious interference with a business relationship and civil conspiracy, alleging that defendants intentionally interfered with a coin marketing agreement

UNPUBLISHED

July 30, 1996

No. 185792

LC No. 92-219867-CK

between plaintiff and the United States Olympic Committee (USOC). We affirm in part and reverse in part.

Plaintiff initially argues that the trial court did not use the proper standard in deciding defendants' motions because the court failed to confine itself to the pleadings. Although we are inclined to disagree, we need not decide the issue because our review of the lower court's decision is de novo. *Stehlik v Johnson (On Rehearing)*, 206 Mich App 83, 85; 520 NW2d 633 (1994).

Next, plaintiff contends that the trial court erred in holding that it had failed to state a claim for tortious interference with a business relationship. The elements of the tort are: the existence of a valid business relation or expectancy, knowledge by the interferor of the relationship or expectancy, an intentional interference which induces or causes a breach or termination of the expectancy or relationship, and damage to the plaintiff. *Lakeshore Community Hosp, Inc v Perry*, 212 Mich App 396, 401; 538 NW2d 24 (1995). The elements which are disputed in the present case are whether plaintiff properly pleaded that defendants knew about the business relationship between plaintiff and the USOC and whether defendants intentionally interfered with that relationship.

Plaintiff argues that it sufficiently pleaded that each defendant knew of the business relationship by alleging that Helmick, the USOC president, knew of the business relationship and that Helmick was an agent of each defendant. However, plaintiff only alleged Helmick's agency with regard to defendant Impel Marketing Company. Plaintiff's complaint does not contain any other allegations that Helmick was an agent of any other defendant.

Plaintiff also argues that the other defendants' constructive knowledge can be inferred from the allegations of the complaint that plaintiff's project was sizable and involved a celebrity, diver Greg Louganis, and that defendants improperly bribed or otherwise induced the USOC to conduct business with them and terminate business with competitors or potential competitors such as plaintiff. Although plaintiff alleged that defendants bribed USOC officials, there was no basis to conclude that defendants paid the improper bribes to deprive plaintiff of business rather than to gain an advantage for themselves. Plaintiff thus failed to state a claim for tortious interference with regard to all defendants except Impel.

We need not address the other contested element, intentional interference, with regard to any defendant other than Impel. This element requires an allegation that the defendant "acted for the purpose of invading the contractual rights or business relationship of another." *Jim-Bob, Inc v Mehling*, 178 Mich App 71, 96; 443 NW2d 451 (1989). Plaintiff alleged that Impel was a corporation engaged in "marketing activities," and that Helmick represented it. As Impel's representative, his knowledge may be imputed to Impel. *LaDuke v Ziebart Corp*, 211 Mich App 169, 173; 535 NW2d 201 (1995). Plaintiff also alleged that Impel engaged in wrongful acts undertaking to corrupt USOC officials through improper inducements and that it did so in order to induce the USOC not to conduct business with competitors or potential competitors such as plaintiff. Plaintiff therefore stated a claim for tortious interference with business relations with regard to Impel, only.

Next, plaintiff asserts that the trial court erred in granting defendants summary disposition of its civil conspiracy claim. A civil conspiracy is a combination of two or more persons, through some concerted action, to accomplish an unlawful purpose or to accomplish a lawful purpose by unlawful means. To state a claim for civil conspiracy, a plaintiff must state a claim for some other tortious action. *Admiral Ins Co v Columbia Casualty Ins Co*, 194 Mich App 300, 313; 486 NW2d 351 (1992), *Early Detection Center, PC v New York Life Ins Co*, 157 Mich App 618, 632; 403 NW2d 830 (1986). Because we have concluded that plaintiff has failed to state a claim for tortious interference against all defendants except Impel, as discussed above, and tortious interference is the only tortious action alleged against defendants, plaintiff's civil conspiracy claim must fail with regard to all defendants, other than Impel. With regard to Impel, plaintiff has alleged that Impel conspired to bribe USOC employees in order to influence USOC business, which is a crime under Michigan law. MCL 750.125; MSA 28.320. Plaintiff has stated a claim for civil conspiracy with regard to Impel, only.

Plaintiff finally argues that the trial court abused its discretion in denying it leave to amend its complaint. Amendments must be filed in writing and oral requests to amend are insufficient. MCR 2.118(A)(4); *Burse v Wayne Co Medical Examiner*, 151 Mich App 761, 768; 391 NW2d 479 (1986). However, plaintiff made only oral requests to amend its complaint and never filed a written motion to amend nor did it proffer written amendments to its complaint. Accordingly, the trial court did not abuse its discretion in denying plaintiff leave to amend its complaint.

Affirmed in part and reversed in part and remanded for proceedings consistent with this opinion. We do not retain jurisdiction.

/s/ Harold Hood
/s/ Richard Allen Griffin
/s/ John F. Foley

¹ "Defendants" refers to those defendants which are parties to this appeal.