

STATE OF MICHIGAN
COURT OF APPEALS

CECIL A. COLLINS, JR.,

Plaintiff-Appellant,

v

WILMER JONES HAM, CAROL COTTRELL,
and DARNELL EARLEY,

Defendants-Appellees.

UNPUBLISHED

June 17, 2008

No. 275493

Saginaw Circuit Court

LC No. 05-058461-CK

CECIL A. COLLINS, JR.,

Plaintiff-Appellant,

v

CITY OF SAGINAW,

Defendant-Appellee.

No. 275494

Saginaw Circuit Court

LC No. 06-059867-CK

Before: Gleicher, P.J., and Fitzgerald and Hoekstra, JJ.

PER CURIAM.

Plaintiff filed two separate actions arising from his termination as the city manager for the city of Saginaw, one against the city and the other against various individual defendants. The actions were consolidated below and the trial court granted defendants' joint motion for summary disposition, dismissing plaintiff's various claims under MCR 2.116(C)(7), (8), and (10). Plaintiff appeals as of right. Because the trial court did not err in dismissing plaintiff's claims, we affirm.

I. Underlying Facts

Plaintiff was hired as the city manager for the city of Saginaw. His written employment contract contained the following term regarding termination of the agreement:

3. TERM OF AGREEMENT. This Agreement is for an indefinite term as required by Section 25 of the City Charter. The Agreement may be terminated

by either party at any time for any reason subject to the requirements of Section 27 of the City Charter and as provided in Paragraphs 4 and 5 below.

Section 27 of the city charter provides:

Removal

Section 27. The manager may be removed by a majority vote of the members of the council as herein provided, except that no manager who has been in the service of the city for one (1) year or more prior to a regular city election shall be removed within the ninety (90) days subsequent to such election unless by a two-thirds vote of the members of the council. At least thirty (30) days before removal of the manager, the council shall adopt a resolution stating its intention to remove him and the reasons therefor, a copy of which shall be served forthwith on the manager, who may within ten (10) days demand a public hearing, in which event the final resolution removing the manager shall not be adopted until such public hearing has been held. Upon passage of a resolution stating the council's intention to remove the manager, the council may suspend him from duty, but his pay shall continue until his removal. The action of the council in removing the manager shall be final.

At a meeting on September 12, 2005, the city council voted to terminate plaintiff's employment by a vote of five to four. A written resolution, dated September 16, 2005, provided:

Whereas, Councilwoman Cottrell stated it was her opinion that the relationship between Council and the Manager had irreparably deteriorated, she moved to terminate the employment relationship with the City Manager effective immediately.

Adopted by the following vote:

Ayes: Councilpersons Cottrell, Coulouris, Federspiel, Coleman and Mayor Ham - 5.

Nays: Councilpersons Haynes, O'Neal, Soza and Thurin - 4.

Plaintiff was later notified that he was suspended as city manager, effective September 12, 2005, subject to his right to request a public hearing. Defendant Darnell Earley replaced plaintiff as interim city manager. Following a public hearing on November 3, 2005, the council voted to terminate plaintiff's employment.

Plaintiff filed an action against three city officials, Wilmer Jones Ham, the city's mayor, Carol Cottrell, a city council member and mayor pro tem, and Earley, who had been the deputy city manager until July 2005, when plaintiff decided to eliminate that position. Earley declined reassignment as the city's director of finance and agreed to the termination of his employment on August 31, 2005. Plaintiff's complaint against these individual defendants included a claim for tortious interference with a contract or advantageous business relationship or expectancy, alleging that Ham, Cottrell, and Earley conspired to terminate his employment in order to

appoint Earley as city manager, contrary to the terms of plaintiff's employment agreement, the city charter, and the Open Meetings Act (OMA), MCL 15.261 *et seq.*

Plaintiff filed a separate action against the city, asserting claims for (1) breach of contract, (2) breach of fiduciary duty, (3) defamation, and (4) violation of the OMA. Plaintiff alleged that the city breached his employment agreement by failing to comply with § 27 of the city charter. Plaintiff also alleged that he was defamed by the city counsel's attorney and others at the November 3, 2005, public hearing. Plaintiff alleged that the city violated the OMA when Mayor Ham and Councilperson Cottrell conferred with other council members in private and took a vote to terminate plaintiff's employment and appoint Earley as the city manager.¹

After the trial court consolidated the two cases, defendants jointly moved for summary disposition under MCR 2.116(C)(7), (8), and (10). The trial court dismissed the breach of contract claim under MCR 2.116(C)(10), finding that the evidence showed that the city substantially complied with the requirements of § 27 of the city charter and, therefore, plaintiff could not establish a breach of his employment contract. The court dismissed the defamation claim under MCR 2.116(C)(7) and (8), concluding (1) that any statements made by the city's attorney at the public hearing were not defamatory, and (2) that the challenged comments were made at a legislative hearing regarding government activity, entitling the city to immunity. The court dismissed the OMA claim under MCR 2.116(C)(10), because the evidence showed that the city council voted to terminate plaintiff's employment at duly noticed meetings, and the record established that only informal discussions were held among council members, which was insufficient to establish a violation of the OMA. Lastly, the court dismissed the tortious interference claim against the individual defendants under MCR 2.116(C)(10), because plaintiff failed to establish that defendants, in terminating plaintiff's employment, committed any per se wrongful act or committed a lawful act with malice.

II. Standard of Review

This Court reviews a trial court's summary disposition decision *de novo*. *Spiek v Dep't of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998). The trial court granted summary disposition under MCR 2.116(C)(7), (8), and (10).

Summary disposition may be granted under MCR 2.116(C)(7) when a claim is barred by governmental immunity.

A defendant who files a motion for summary disposition under MCR 2.116(C)(7) may (but is not required to) file supportive material such as affidavits, depositions, admissions, or other documentary evidence. MCR 2.116(G)(3); *Patterson v Kleiman*, 447 Mich 429, 432; 526 NW2d 879 (1994). If such documentation is submitted, the court must consider it. MCR 2.116(G)(5). If no such documentation is submitted, the court must review the plaintiff's complaint, accepting its well-pleaded allegations as true and construing them in a light most

¹ Plaintiff does not challenge the dismissal of his claim for breach of fiduciary duty.

favorable to the plaintiff. [*Turner v Mercy Hosps & Health Services of Detroit*, 210 Mich App 345, 348; 533 NW2d 365 (1995).]

A motion under MCR 2.116(C)(8) tests the legal sufficiency of the plaintiff's complaint by the pleadings alone. *Gillie v Genesee Co Treasurer*, 277 Mich App 333, 344; 745 NW2d 137 (2007). All well-pleaded factual allegations are taken as true, as well as any reasonable inferences or conclusions that can be drawn from the allegations. *Peters v Dep't of Corrections*, 215 Mich App 485, 486; 546 NW2d 668 (1996). The motion should be granted only if a claim is so clearly unenforceable as a matter of law that no factual development could justify recovery. *Id.* at 487.

A motion under MCR 2.116(C)(10) tests the factual support for a claim. *Farm Bureau Ins Co v Abalos*, 277 Mich App 41, 44; 746 NW2d 886 (2008). The court must consider the pleadings, affidavits, depositions, admissions, and other documentary evidence submitted in a light most favorable to the nonmoving party. MCR 2.116(G)(5); *Abalos, supra* at 44. Summary disposition should be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Babula v Robertson*, 212 Mich App 45, 48; 536 NW2d 834 (1995).

III. Tortious Interference with a Business Relationship or Contract

“The elements of tortious interference with a contract are (1) the existence of a contract, (2) a breach of the contract, and (3) an unjustified instigation of the breach by the defendant.” *Health Call of Detroit v Atrium Home & Health Care Services, Inc*, 268 Mich App 83, 89-90; 706 NW2d 843 (2005). A claim for tortious interference with a business relationship or expectancy requires proof of

(1) the existence of a valid business relationship or expectancy, (2) knowledge of the relationship or expectancy by the interferer, (3) an intentional and wrongful interference inducing or causing a breach or termination of the relationship or expectancy, and (4) resultant damage to the party whose relationship or expectancy was disrupted. [*PT Today, Inc v Comm'r of the Office of Financial & Ins Services*, 270 Mich App 110, 148; 715 NW2d 398 (2006).]

Tortious interference with a business relationship or expectancy need not be predicated on an enforceable contract. *Health Call of Detroit, supra* at 90.

Regardless of the theory, plaintiff must prove improper interference by defendants:

In order to establish tortious interference with a contract or business relationship, plaintiffs must establish that the interference was improper. *Patillo v Equitable Life Assurance Society of the United States*, 199 Mich App 450, 457; 502 NW2d 696 (1992). In other words, the intentional act that defendants committed must lack justification and purposely interfere with plaintiffs' contractual rights or plaintiffs' business relationship or expectancy. *Winiemko v Valenti*, 203 Mich App 411, 418 n 3; 513 NW2d 181 (1994) (citations omitted); *Feldman v Green*, 138 Mich App 360, 369; 360 NW2d 881 (1984). The “improper” interference can be shown either by proving (1) the intentional doing of an act wrongful per se, or

(2) the intentional doing of a lawful act with malice and unjustified in law for the purpose of invading plaintiffs' contractual rights or business relationship. *Id.* [*Advocacy Org for Patients & Providers v Auto Club Ins Ass'n*, 257 Mich App 365, 383; 670 NW2d 569 (2003), *aff'd* 472 Mich 91 (2005).]

Actions motivated by legitimate business reasons do not constitute improper motive or interference. *Badiee v Brighton Area Schools*, 265 Mich App 343, 366; 695 NW2d 521 (2005).

It appears that plaintiff's claim is based exclusively on defendants' alleged tortious interference with a contract. First, as discussed in part IV of this opinion, *infra*, plaintiff failed to show that his employment contract was breached.

Second, plaintiff failed to show that there was an unjustified interference with his contract. Plaintiff's employment relationship with the city was at will, subject only to the requirements of § 27 of the city charter, and plaintiff's removal as city manager was within the scope of defendant Cottrell's and defendant Ham's authority as city officials.

Under a claim of tortious interference with an at-will employment contract, where the defendant is an officer of the employer, a plaintiff has the particularly heavy burden of proving that the officer was acting outside the scope of her authority. *Feaheny v Caldwell*, 175 Mich App 291, 304-305; 437 NW2d 358 (1989). Further, such a claim requires "proof, with specificity, of affirmative acts by the defendants which corroborated the unlawful purpose of the interference." *Id.* at 305. [*Coleman-Nichols v Tixon Corp*, 203 Mich App 645, 657; 513 NW2d 441 (1994).]

Such proof is required because the actions of officers, when serving as agents on behalf of a corporation, are privileged, as opposed to acting to further strictly personal motives. *Feaheny v Caldwell*, 175 Mich App 291, 305; 437 NW2d 358 (1989), overruled in part on other grounds in *Health Call*, *supra*.

Plaintiff failed to show that defendants Cottrell or Ham were acting solely for their own benefit. Although plaintiff alleges that defendants Cottrell and Ham conspired to remove him as city manager, it was within the scope of their authority to do so. Even if plaintiff could offer admissible evidence that Cottrell was involved in a personal relationship with Earley, plaintiff failed to refute defendants' evidence that numerous other city employees had complained about plaintiff's management style, providing justification for the city council's decision. Further, the decision to terminate plaintiff's employment was made by the city council as a body whole, and plaintiff failed to show that the other council members who voted to terminate plaintiff's employment were wrongfully motivated or that either Cottrell or Ham falsified any evidence that was used to convince their fellow council members to vote to terminate plaintiff's contract. Also, the fact that Cottrell wanted to replace plaintiff with Earley is not a per se wrongful or malicious act. The city needed to have an acting manager in place if plaintiff's employment was terminated or suspended.

Defendant Earley was not an elected city official, but plaintiff also failed to establish support for the tortious interference claim against him. Plaintiff relies on a letter that Earley wrote to city council members about plaintiff and the circumstances surrounding Earley's

termination as deputy city manager. But nowhere in the letter did Earley state that plaintiff should be terminated from his position. Further, plaintiff has not shown that the letter constitutes a wrongful act, e.g., by containing false or defamatory statements, and nothing in the letter supports a finding that it was written with malice or without justification. Thus, the letter does not support plaintiff's tortious interference claim against Earley.

For these reasons, the trial court did not err in dismissing plaintiff's tortious interference claim against the individual defendants.

IV. Breach of Contract

Next, plaintiff argues that the trial court erred in dismissing his breach of contract claim against the city, because his employment contract required the city to comply with § 27 of the city charter and the city failed to comply with those requirements.

Plaintiff's employment contract specified that his employment could be terminated at any time, subject to the requirements of § 27 of the city charter. Under § 27, the city council was required to comply with the following procedures before plaintiff's employment could be terminated:

- (1) adopt a resolution at least 30 days before the manager's removal, stating its intention to remove him and why,
- (2) approve the resolution by a majority vote,
- (3) serve a copy of the resolution on the manager,
- (4) upon passage of the resolution to remove the manager, the council could suspend the manager with pay until his removal,
- (5) within ten days of receiving the resolution, the manager must make a request for a public hearing, if one is desired, and
- (6) if a public hearing is requested by the manager, the final resolution removing the manager shall not be adopted until that hearing is held.

First, it is undisputed that the city council voted to terminate plaintiff's employment at a meeting on September 12, 2005, by a vote of five to four. That vote was reflected in a written resolution that was approved on September 16, 2005, which provided that "Councilwoman Cottrell stated it was her opinion that the relationship between Council and the Manager had irreparably deteriorated, she moved to terminate the employment relationship with the City Manager effective immediately." It is undisputed that plaintiff was served with a copy of the resolution. Thus, the evidence showed that the city council adopted and approved a resolution reflecting its intent to terminate plaintiff's employment and the reason why, that the resolution was served on plaintiff, and that the resolution was adopted at least 30 days before the public hearing was held in November 2005.

Plaintiff argues that the fourth requirement was not followed because the language of the September 12, 2005, resolution indicated that he was terminated immediately, rather than

suspended pending his right to request a hearing. Although the resolution indicates that the council voted to “terminate” plaintiff’s employment, it is undisputed that the city notified plaintiff that he had been suspended, effective September 12. Additionally, it is undisputed that plaintiff continued to be paid during the interim period before the public hearing, as required by § 27. Thus, despite the language of the September 12, 2005, resolution, the procedures required by § 27 were complied with. See *Gibson v Group Ins Co of Michigan*, 142 Mich App 271, 275-276; 369 NW2d 484 (1985) (“Michigan follows the substantial performance of contract rule”).² Thus, there is no merit to plaintiff’s argument that the city’s actions amounted to an amendment of § 27’s requirements. Rather, the city amended its actions to conform to § 27’s requirements.

We also reject plaintiff’s argument within this issue that his right to due process was violated. “A public employee does not have a property interest in continued employment when the position is held at the will of the employee’s superiors and the employee has not been promised termination only for just cause.” *Manning v Hazel Park*, 202 Mich App 685, 694; 509 NW2d 874 (1993). Public employment alone is not a property interest automatically entitling the employee to procedural due process. *Id.* A public employer need not comply with procedural due process protections unless the employee has a property right in his employment. *Id.*; see also *James v City of Burton*, 221 Mich App 130, 134; 560 NW2d 668 (1997). A property right can arise by contract or statute. *Manning, supra* at 694.

Plaintiff’s employment was at the will of the city council. The council was permitted to terminate plaintiff’s employment “at any time,” subject only to the requirements of § 27 of the city charter. Contrary to what plaintiff argues, he was an at-will employee because there were no promises that his employment would be terminated only for just cause. See *Rood v Gen Dynamics Corp*, 444 Mich 107, 116-117; 507 NW2d 591 (1993) (“To overcome the presumption of employment at will, a party must present sufficient proof . . . of . . . a provision forbidding discharge absent just cause”). Although the city council was obligated by § 27 to provide reasons for its decision, those reasons were not required to meet the just-cause standard. Thus, for purposes of procedural due process, the city was only obligated to follow the requirements of § 27, because that is all it agreed to do in its contract with plaintiff.

Plaintiff also argues that, under § 27, only he could request a public hearing and that he withdrew his request for a public hearing after the city council refused to allow a full adversarial hearing before the council. The record does not support plaintiff’s claim.

It is undisputed that plaintiff requested a public hearing. After plaintiff’s attorney raised issues concerning the nature and scope of the public hearing, however, the city’s attorney responded in a letter dated October 21, 2005, requesting clarification whether plaintiff was withdrawing his request for a public hearing. Plaintiff has not submitted any evidence showing that he contacted the city after October 21, 2005, to indicate that he did not desire a public

² “A contract is substantially performed when all the essentials necessary to the full accomplishment of the purposes for which the thing contracted has been performed with such approximation that a party obtains substantially what is called for by the contract.” *Gibson, supra* at 275.

hearing. Absent a clear indication by plaintiff that he was withdrawing his request for a public hearing, the city properly proceeded with the scheduled hearing. Plaintiff has not demonstrated an error on this basis.

Plaintiff also argues that his right to due process, US Const, Am XIV; Const 1963, art 1, § 17, was violated because of the lack of notice regarding specific reasons for his removal and because an adversarial hearing was not permitted. Plaintiff complains that he was not permitted to confront the city council about the reasons for his removal. As the trial court found, § 27 only required a “public hearing,” and the hearing in this case satisfied the due process requirements of notice and an opportunity to be heard. *Cleveland Bd of Ed v Loudermill*, 470 US 532, 546; 105 S Ct 1487; 84 L Ed 2d 494 (1985); *Tomiak v Hamtramck School Dist*, 426 Mich 678, 700-701; 397 NW2d 770 (1986). The city council’s written resolution provided the reason for its decision, and plaintiff had the opportunity to address that reason at the public hearing. Plaintiff cannot establish a violation of his due process rights on the basis of his own decision not to appear and participate in the hearing. See *Mollett v City of Taylor*, 197 Mich App 328, 345; 494 NW2d 832 (1992) (no violation of the plaintiff’s due process rights when the plaintiff failed to avail himself of the available remedial procedures and the available procedures comported with due process). Plaintiff has not established that he was entitled to a full evidentiary hearing as a matter of due process.

For these reasons, we affirm the trial court’s dismissal of plaintiff’s breach of contract claim.

V. Open Meetings Act Claim

Plaintiff argues that the city violated the OMA because Ham and Cottrell met with other council members before the September 12, 2005, meeting at which the council voted to terminate plaintiff’s employment.

Plaintiff relies on MCL 15.263, which provides, in relevant part:

(1) All meetings of a public body shall be open to the public and shall be held in a place available to the general public. All persons shall be permitted to attend any meeting except as otherwise provided in this act. . . .

(2) All decisions of a public body shall be made at a meeting open to the public.

(3) All deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public except as provided in this section and sections 7 and 8.

A public body that purposely divides itself into subquorum groups to deliberate on public policy violates the OMA. *Booth Newspapers, Inc v Univ of Michigan Bd of Regents*, 192 Mich App 574, 581; 481 NW2d 778 (1992), aff’d in part and rev’d in part on other grounds 444 Mich 211 (1993); *Booth Newspapers, Inc v Wyoming City Council*, 168 Mich App 459, 471-473; 425 NW2d 695 (1988). However, in *St Aubin v Ishpeming City Council*, 197 Mich App 100, 102-103; 494 NW2d 803 (1992), this Court held that the OMA was not violated when a mayor held

individual discussions with each council member on whether the plaintiff should be retained as the city manager. Because the mayor was only polling the members to get their opinions about the plaintiff, rather than attempting to avoid the OMA, his informal canvassing of the members to determine the status of the votes on a particular issue did not violate MCL 15.263(2). *Id.*

Plaintiff relies principally on testimony from Kenneth Gamble about what Cottrell told him of her efforts to have plaintiff removed. However, Gamble only testified that Cottrell told him that she was attempting to line up votes to remove plaintiff. Gamble did not know how she was going about doing this. Gamble's testimony does not support plaintiff's claim that Cottrell organized subquorum meetings of council members to discuss plaintiff's removal.³

Plaintiff also argues that the OMA was violated when Ham, Cottrell, and Councilperson Coleman met with him just before the September 12, 2005, meeting and asked him to resign because they had five votes to terminate his employment. In *St Aubin*, the OMA was violated when the entire city council privately met with the city manager, expressed their dissatisfaction with the manager, and asked her to resign or face termination at the subsequent council meeting. *Id.* at 101, 103. This Court held that the meeting violated the OMA because a decision was made at that time to terminate the manager's employment. *Id.* at 103.

This case is distinguishable from *St Aubin*, because here there was no quorum present to constitute a meeting. Without a quorum, the council members were unable to make any decision concerning plaintiff's employment with the city. MCL 15.263(2), (3). They could only advise plaintiff that they believed they would have the necessary votes to support his termination. Accordingly, plaintiff failed to establish a violation of the OMA.

VI. Defamation

Plaintiff also challenges the trial court's dismissal of his defamation claim. Plaintiff alleges that defamatory statements about him were made by the city council's attorney and others at the November 3, 2005, public hearing. The trial court determined that the alleged statements were not capable of a defamatory meaning, and further, that governmental immunity precluded liability for the statements.

In general, a governmental agency is immune from tort liability when engaged in the exercise or discharge of a governmental function. *Rowland v Washtenaw Co Rd Comm*, 477 Mich 197, 202; 731 NW2d 41 (2007); MCL 691.1407(1).⁴ A governmental function "is an

³ In addition, the testimony of Cottrell and Ham does not support plaintiff's OMA claim. Cottrell testified that she contacted Ham and councilpersons Coulouris and Coleman by telephone before the September 12, 2005, meeting to inform them of her intent to make a motion to terminate plaintiff's employment. She denied asking them to support her motion. Ham testified that councilperson Thurin came to her home to discuss plaintiff's employment, but she denied contacting any council members.

⁴ Although there are exceptions to governmental immunity, plaintiff does not address the applicability of any exception and he did not plead any facts demonstrating that his claim arose
(continued...)

activity that is either expressly or impliedly mandated or authorized by constitution, statute, local charter or ordinance, or other law.” MCL 691.1401(f); *Mack v Detroit*, 467 Mich 186, 204; 649 NW2d 47 (2002). There is no dispute that the city was authorized by its city charter to hold the November 3, 2005, public hearing before terminating plaintiff’s employment. Therefore, the city is immune from liability for any statements alleged to have been made by either the city council’s attorney or other members of the public at the hearing.

Furthermore, apart from governmental immunity, the trial court did not err in determining that plaintiff failed to demonstrate the existence of an actual defamatory statement. To establish a claim for defamation, plaintiff was required to offer proof of

(1) a false and defamatory statement concerning the plaintiff, (2) an unprivileged communication to a third party, (3) fault amounting at least to negligence on the part of the publisher, and (4) either actionability of the statement irrespective of special harm (defamation per se) or the existence of special harm caused by publication. [*Mitan v Campbell*, 474 Mich 21, 24; 706 NW2d 420 (2005).]

“A court may determine, as a matter of law, whether a statement is actually capable of defamatory meaning.” *Kevorkian v American Medical Ass’n*, 237 Mich App 1, 9; 602 NW2d 233 (1999). “Where no such meaning is possible, summary disposition is appropriate.” *Id.*

A superintendent of a school district is a public figure. *Kefgen v Davidson*, 241 Mich App 611, 623-624; 617 NW2d 351 (2000). A city manager should likewise be considered a public figure.⁵ “A public figure claiming defamation must prove by clear and convincing evidence that the publication was a defamatory falsehood and that it was made with actual malice through knowledge of its falsity or through reckless disregard for the truth.” *Id.* at 624; see also MCL 600.2911(6). Ill will, spite, and hatred, standing alone, do not prove actual malice. *Kefgen, supra* at 624.

To the extent that plaintiff’s claim relies on the city council’s attorney’s statements at the public hearing that she had not heard from plaintiff and did not know whether plaintiff would be attending the hearing, the trial court properly determined that the statements did not support a claim for defamation. The submitted evidence established that the city council’s attorney sent a letter to plaintiff’s attorney requesting clarification whether plaintiff was withdrawing his request for the public hearing. There is no indication that plaintiff ever responded to this request. Thus, plaintiff failed to demonstrate that there was a genuine issue of material fact whether the city council’s statements at the public hearing were inaccurate. To the extent that plaintiff argues that defamatory statements about him were made by other unidentified persons at the public hearing, plaintiff’s failure to offer any evidence of the actual content of these statements is fatal to his claim. See *Royal Palace Homes, Inc v Channel 7 of Detroit, Inc*, 197 Mich App 48, 52-54; 495 NW2d 392 (1992) (a plaintiff who claims defamation must allege and identify with specificity

(...continued)

out of a nongovernmental or proprietary function. *Mack v Detroit*, 467 Mich 186, 204; 649 NW2d 47 (2002).

⁵ Plaintiff does not dispute that he was at least a limited-purpose public figure at the time the alleged defamatory statements were made.

the statements he believes form the basis for his claim). The trial court did not err in dismissing plaintiff's defamation claim.

Affirmed.

/s/ Elizabeth L. Gleicher
/s/ E. Thomas Fitzgerald
/s/ Joel P. Hoekstra