

STATE OF MICHIGAN
COURT OF APPEALS

NICOLE L. VERMEYLEN,

Plaintiff-Appellant,

v

SCOTT L. ROUSTER, CHARLENE ROUSTER,
and JAMIE OETJENS,

Defendant-Appellees.

UNPUBLISHED
February 14, 2003

No. 233967
Washtenaw Circuit Court
LC No. 01-000035-CK

Before: Sawyer, P.J., and Jansen and Donofrio, JJ.

JANSEN, J. (*dissenting*).

I respectfully dissent from the majority opinion affirming the trial court's order granting defendants' motion for summary disposition under MCR 2.116(C)(10) because plaintiff raised a genuine issue of material fact whether there was an agreement regarding visitation. Specifically, there was a genuine issue of material fact whether defendants breached a contract implied in fact regarding the post-adoption visitation of the minor child. In support, plaintiff has attached an affidavit in which she asserts that defendants not only promised her continued contact with the minor child, but allowed her to visit the child for eight months after the adoption was finalized. Under the circumstances, the issue of whether there was an implied contract for post-adoption visitation thus presents a question of fact that should be submitted to a jury. See *Temborius v Slatkin*, 157 Mich App 587, 596; 403 NW2d 821 (1986).

/s/ Kathleen Jansen