

STATE OF MICHIGAN
COURT OF APPEALS

DORLEEN RYDER,

Plaintiff-Appellants,

v

BORGESS HEALTH ALLIANCE, INC. and
MARRIOTT MANAGEMENT SERVICES
CORPORATION,

Defendants-Appellees.

UNPUBLISHED
September 5, 1997

No. 193780
Kalamazoo Circuit Court
LC No. A94-2426-CL

Before: Saad, P.J., and Neff and Reilly, JJ.

PER CURIAM.

In this wrongful discharge from employment case, plaintiff appeals as of right from an order of summary disposition in favor of defendants, pursuant to MCR 2.116(C)(10). We affirm.

I

Plaintiff first claims that the trial court erred when it granted summary disposition to defendant Borgess, contrary to plaintiff's claim that Borgess' employment policies reasonably instilled in her a legitimate expectation of just cause employment. However, we need not determine whether the parties had a just cause relationship because, even if they did, defendant had just cause, as a matter of law, to terminate plaintiff.

II

Plaintiff contends that she submitted sufficient evidence to create a dispute of fact about whether Borgess had just cause to terminate her. We disagree.

Borgess produced eight corrective action forms dated from April 1986 to May 1993. Each form reflects numerous instances of tardiness, which are undisputed by plaintiff. Borgess also presented eight specific incidents in which plaintiff violated department policies and procedures in a manner that was potentially detrimental to the health and well-being of patients. Most of those incidents involved errors in menu preparation, resulting in patients on restricted diets receiving improper food items. In

support of its claims, defendant presented the affidavit of plaintiff's supervisor, Chris Granaderos, which included extensive supporting documentation. In addition, defendant relied upon plaintiff's deposition testimony.

As the party opposing the motion, plaintiff has the burden of showing by admissible evidence that a genuine issue of disputed fact exists. *Skinner v Square D Co*, 445 Mich 153, 160; 516 NW2d 475 (1994). Plaintiff failed to meet her burden. Indeed, plaintiff does not deny many of the policy violations set forth by defendant, and what she does dispute, she fails to support with specific evidence.

Borgess' five-step corrective action policy was utilized here. Although plaintiff disputes the validity of some of the incidents of discipline, she does not dispute that she moved through each of the five steps. Moreover, defendant was not required to pass through all five steps of the corrective action policy before terminating plaintiff. On this record, reasonable minds could not differ – Borgess had just cause to terminate plaintiff. Summary disposition was properly granted in favor of Borgess.

III

Finally, plaintiff says that the trial court erred in granting summary disposition on her tortious interference claim against Marriott. A claim for interference with a contract or business relationship requires proof of the following elements: (1) the existence of a valid contract or business relationship; (2) knowledge of the relationship or expectancy on the part of the defendant interferor; (3) an intentional interference inducing or causing a breach or termination of the relationship or expectancy; and (4) resultant damage to the party whose relationship or expectancy has been disrupted. *Michigan Podiatric Ass'n v Nat'l Foot Care Program*, 175 Mich App 723, 735; 438 NW2d 349 (1989). As to the third element, a plaintiff must prove the intentional doing of a *per se* wrongful act, or the doing of a lawful act with malice and unjustified in the law for the purpose of invading the plaintiff's contractual rights. *Feldman v Green*, 138 Mich App 360, 369; 360 NW2d 881 (1984).

Plaintiff believes that her supervisor, Chris Granaderos (who was employed by defendant Marriott) has a personal vendetta against her. However, plaintiff does not claim that Granaderos performed a "per se wrongful act"; rather, plaintiff claims that Marriott, through its agent Granaderos, performed a lawful act with malice and unjustified in the law for the purpose of invading plaintiff's contractual rights or business relationship with Borgess. In so claiming, plaintiff must demonstrate with specificity, affirmative acts by the interferor which corroborate the lack of justification for the interference. *Feldman, supra* at 369-370; *BPS Labs v Blue Cross & Blue Shield of Michigan, (On Remand)*, 217 Mich App 687, 699; 552 NW2d 919 (1996). Plaintiff provides nothing more than her subjective beliefs in support of her claim that Granaderos sought to have her discharged in retaliation for her reports to the hospital ombudsman. Because plaintiff failed to present specific evidence to corroborate the unlawful purpose of the interference, summary disposition in favor of Marriott was appropriate.

Affirmed.

/s/ Henry William Saad
/s/ Janet T. Neff
/s/ Maureen Pulte Reilly

