

STATE OF MICHIGAN
COURT OF APPEALS

TOM NEILL,

Plaintiff-Appellant,

v

DELPHI AUTOMOTIVE SYSTEMS
CORPORATION and ANDY GILES,

Defendants-Appellees.

UNPUBLISHED

January 27, 2004

No. 243834

Ingham Circuit Court

LC No. 01-093391-CZ

Before: O’Connell, P.J., and Wilder and Murray, JJ.

PER CURIAM.

Plaintiff appeals as of right from an order granting summary disposition to defendants on plaintiff’s claim for tortious interference with a business relationship. We affirm. Plaintiff was assigned to defendant Delphi through an employment agency, Manpower, but Delphi terminated the assignment when it found a discrepancy in plaintiff’s time sheets. Plaintiff claims that the discovery of the discrepancy and termination of his assignment were malicious acts of defendant Giles.

Plaintiff argues that the trial court erred when it held that he failed to provide factual support for his claim that defendants improperly interfered in his business relationship with his ostensible employer, Manpower. We disagree. We review a grant of summary disposition de novo. *Spiek v Dep’t of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998).

To establish a claim for tortious interference with a business relationship, a plaintiff must prove that (1) a valid business relationship or expectancy existed; (2) the defendant knew of the relationship or expectancy; (3) the defendant’s intentional interference induced or caused a breach or termination of the relationship or expectancy; and (4) the plaintiff was damaged by the defendant’s interference. *BPS Clinical Laboratories v Blue Cross and Blue Shield of Michigan (On Remand)*, 217 Mich App 687, 698-699; 552 NW2d 919 (1996). The plaintiff must also allege (1) that the defendant either committed “a per se wrongful act” or “a lawful act with malice and unjustified in law” and (2) the act was “for the purpose of invading the contractual rights or business relationship of another.” *Feldman v Green*, 138 Mich App 360, 378; 360 NW2d 881 (1984). Further, a claim for tortious interference must arise out of interference with a contract to which the defendant is a third party. *Reed v Michigan Metro Girl Scout Council*, 201 Mich App 10, 13; 506 NW2d 231 (1993).

As an initial matter, Delphi was not a third party to the business arrangement that placed plaintiff in its employ, so its decision to terminate plaintiff's assignment was not, by definition, improper interference with the business relationship of another. To hold otherwise would provide temporary contract employees with a right to recover every time their temporary employer terminated them for arguably malicious reasons. This would give temporary employees greater rights than most of their permanent coworkers. Further, Delphi's business relationship with Manpower required Delphi to inform Manpower of the circumstances regarding the termination of any assignment. Therefore, Delphi told Manpower of its reasons for terminating plaintiff's assignment because it had legitimate business reasons for relaying the information, not because it had a desire to improperly interfere with plaintiff's and Manpower's business relationship. *BPS Clinical Laboratories, supra* at 699. Because plaintiff fatally failed to present any evidence of actionable interference, we do not address plaintiff's other claims of error.

Affirmed.

/s/ Peter D. O'Connell
/s/ Kurtis T. Wilder
/s/ Christopher M. Murray