

STATE OF MICHIGAN
COURT OF APPEALS

AJAY SHAH,

Plaintiff/Intervening Defendant,

and

BHARATI SHAH

Plaintiff,

v

CITY OF FARMINGTON HILLS,

Defendant,

and

OXFORD ESTATES CONDOMINIUM
ASSOCIATION,

Intervening Plaintiff/Garnishor-
Appellee,

and

FORD MOTOR COMPANY,

Garnishee Defendant-Appellant.

FOR PUBLICATION
February 21, 2008

No. 271252
Oakland Circuit Court
LC No. 2001-033790-CZ

Advance Sheets Version

Before: Schuette, P.J., and Hoekstra and Meter, JJ.

METER, J. (*dissenting*).

Because I do not believe that the severance payment at issue in this case constituted "earnings" under 15 USC 1672(a), I respectfully dissent. I would affirm the trial court's order.

15 USC 1672(a) defines "earnings" as "compensation paid or payable for personal services, whether denominated as wages, salary, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension or retirement program." As noted in *Vanderlaan v Tri-County Community Hosp*, 209 Mich App 328, 332; 530 NW2d 186 (1995), clear statutory language should be applied as written. The severance payment Shah received was not provided "for personal services." Instead, it was provided, in essence, in exchange for having Shah *cease to provide* personal services. As Ford's Involuntary Salaried Separation Policy (ISSP) manual states, the separation policy "applies during times when it is necessary to have an involuntary reduction in the U.S. salaried workforce." Ford's severance payments under the ISSP help to ease the burden of unemployment but are not provided in exchange for personal services, and the fact that they are based, in part, on the number of years that an employee worked for Ford does not change this fact.

Moreover, Shah elected an enhanced benefits package under the ISSP. He received a larger lump-sum payment in exchange for agreeing to forgo any legal action against Ford in connection with the termination of his employment. Therefore, in Shah's individual case, a large part of the severance payment was received in exchange for a liability waiver and not in exchange for personal services. This lends further support to my conclusion that the severance payment at issue here should not be considered "earnings" under 15 USC 1672(a).

I would affirm the trial court's order. While the trial court may have relied on slightly different reasoning from mine, this Court will not reverse a trial court's decision if it reached the right result for a different reason. *Lane v KinderCare Learning Centers, Inc*, 231 Mich App 689, 697; 588 NW2d 715 (1998).¹

I would affirm.

/s/ Patrick M. Meter

¹ Although its opinion is not entirely clear, the trial court appeared to find dispositive the fact that the severance payment was disbursed as a lump sum and not as periodic payments. While this type of analysis is supported by *Pallante v Int'l Venture Investments, Ltd*, 622 F Supp 667 (ND Ohio, 1985), I do not find that case to be dispositive here because it relied on *Kokoszka v Belford*, 417 US 642; 94 S Ct 2431; 41 L Ed 2d 374 (1974). See *Pallante*, *supra* at 669. In *Genesee Co Friend of the Court v Gen Motors Corp*, 464 Mich 44, 56 n 7; 626 NW2d 395 (2001), the Michigan Supreme Court rejected as dicta the pertinent portion of *Kokoszka*.