STATE OF MICHIGAN

COURT OF APPEALS

SANDEEP SOHAL, Plaintiff-Appellant,	UNPUBLISHED May 17, 2011
v	No. 295557 Court of Claims
MICHIGAN STATE UNIVERSITY BOARD OF TRUSTEES and DAVOREN CHICK M.D., Defendants-Appellees.	LC No. 09-000094-MK

Before: DONOFRIO, P.J., and BORRELLO and BECKERING, JJ.

PER CURIAM.

In this action for breach of contract and rescission, plaintiff Sandeep Sohal appeals as of right the October 26, 2009, Court of Claims order granting judgment to defendants Michigan State University Board of Trustees (MSU) and Davoren Chick, M.D. under MCR 2.116(I)(2). We affirm.

I. FACTS AND PROCEDURAL HISTORY

Plaintiff asserted in his complaint that he "is of the Sikh heritage with ancestry from Punjab, India," but was born and raised in the United States. From July 2003 to December 2005, he was a participant in MSU's internal medicine residency program. According to plaintiff, during his residency, he underwent mockery, bias, and prejudice because of his Sikh faith, and that when he reported this improper treatment to Dr. Chick, the program director, she dismissed it as a "sectarian conflict" and accused him of manufacturing excuses to cover his own inadequacies. Plaintiff asserts that his performance was not inadequate and he was always professional despite being mistreated.

Defendants, on the other hand, assert that plaintiff's performance in the residency program was poor and that he exhibited a continuing pattern of unprofessional behavior. At her deposition, Dr. Chick testified that she received complaints about plaintiff throughout his training, particularly in regard to his professionalism and communication with staff. Defendants have presented numerous evaluations and memos documenting the complaints against plaintiff during his first and second year. Further, in August 2005, at the beginning of plaintiff's third year, Dr. Rafael Javier reported that plaintiff had only marginal medical knowledge, no initiative, and was the "weakest resident we have had." In an October 2005 evaluation, Dr. Hassan Pervaiz expressed concern with plaintiff's aggressive and nonprofessional behavior. In November 2005,

Dr. Bradley Ropp sent Dr. Chick a letter reporting that plaintiff was inappropriately argumentative and confrontational with him and another physician and that such behavior is inexcusable. After receiving the letter, Dr. Chick met with plaintiff to express her concern with his performance. She explained that plaintiff's dismissal was an option and that he had one more chance to prove himself. Three days later, on November 15, 2005, plaintiff was on rotation in an intensive care unit (ICU). He attempted to perform a high-risk cardiac catheterization. He did not obtain approval to perform the procedure, failed to report complications suffered by the patient as a result of the procedure, and did not respond to nurse concerns about the procedure and complications. As a result, the attending physicians dismissed plaintiff from the ICU.

On November 17, 2005, Dr. Chick sent plaintiff a letter stating that the training evaluation committee (TEC) had unanimously determined that he should be dismissed from MSU's residency program. At a December 1, 2005, follow-up meeting that plaintiff attended, the TEC again unanimously voted to recommend his dismissal. On December 7, 2005, Dr. Ropp sent Dr. Chick a letter reporting that he and his staff had received numerous, bothersome telephone calls and visits from plaintiff. Following a December 20, 2005, hearing, plaintiff was informed that the decision to dismiss him from the program would be upheld.

Thereafter, in a letter dated January 6, 2006, plaintiff's attorney advised general counsel for MSU that plaintiff planned to proceed with the internal grievance process unless MSU agreed to his resignation proposal. The parties executed a Resignation Agreement and Release ("resignation agreement") on March 9, 2006. Plaintiff agreed to resign from his position, and MSU agreed to segregate any records regarding the dismissal hearing from his file. The parties agreed that they would not "knowingly disparage" the other and waived the right to "sue, grieve, or otherwise bring a complaint against the other."[1]

In January 2007, plaintiff filed suit against defendants in federal district court, alleging violations of his civil rights under both federal and state law, stemming from his alleged forced withdrawal from MSU's residency program. Plaintiff subsequently acknowledged that if the resignation agreement was valid, his federal law claims were barred due to the waiver in the agreement. Accordingly, on March 11, 2009, the court awarded defendants summary disposition of plaintiff's federal law claims. The court declined supplemental jurisdiction over the remaining state law claims and dismissed the claims without prejudice.

On July 22, 2009, plaintiff filed an action in Ingham County Circuit Court against defendants for civil rights violations and tortious interference with a business expectancy or relationship. On the same day, plaintiff filed this Court of Claims action alleging breach of contract and rescission of contract. In his complaint in this action, plaintiff alleged that since leaving MSU, he "attempted on numerous occasions to associate with another residency program . . . . In each case, he was initially accepted into the program but as soon as the program

[1] Interestingly, defendants attached a letter to their brief on appeal from plaintiff's attorney to general counsel for MSU stating that plaintiff was revoking his consent to the resignation agreement and requesting a hearing pursuant to the grievance process. The parties have not further referred to this alleged revocation.

contact[ed] Defendants . . . , [he] was denied a resident position based on information conveyed by the Defendants." According to plaintiff, Dr. Chick told "prospective programs" that his "MSU rotations and residency semester" were wholly or at least partially "non-creditable," she disparaged and defamed him by asserting that he was not "competent or qualified" to practice medicine, and her statements were directly responsible for his failure to be accepted into another program. Plaintiff attached two emails and one letter in support of this assertion to his complaint. According to plaintiff, defendants breached the resignation agreement by disparaging him, entitling him to rescission of the contract. The circuit court and Court of Claims cases were assigned to the same judge, sitting as both a circuit court judge and Court of Claims judge.

Defendants moved for summary disposition of plaintiff's claims in this action under MCR 2.116(C)(7) and (8) on August 13, 2009. Defendants claimed, among other things, that Dr. Chick was not a proper defendant because she was not a party to the resignation agreement and that the Court of Claims lacked jurisdiction over claims asserted against her. Further, defendants, citing a Black's Law Dictionary definition of the term "disparagement," claimed that plaintiff failed to put forth any evidence that Dr. Chick or anyone else associated with MSU disparaged him. In regard to the definition, defendants stated: "'Disparagement' is 'a false and injurious statement that discredits or detracts from the reputation of another's property, product, or business.' Black's Law Dictionary (7th ed. 1999)." The court granted defendants' motion as to Dr. Chick, but denied it as to MSU.

On September 17, 2009, plaintiff moved for summary disposition without specifying a ground. He relied on a different definition of "disparagement," stating: "The American Heritage Dictionary states that 'disparagement' is '(1) To speak of in a slighting or disrespectful way; belittle. (2) To reduce esteem or rank.' . . . See also Webster's New World Dictionary . . . (also including a definition of disparage that does not include an element of falsehood.)" MSU responded and requested summary disposition under MCR 2.116(I)(2).[2]

The trial court heard oral arguments on plaintiff's motion for summary disposition on October 14, 2009. The court treated it as a motion under MCR 2.116(C)(10). The court noted that it would not use the Black's Law definition of disparagement previously proffered by defendants and, instead, cited the definition proffered by plaintiff. But the court held that even under that definition, nothing in the emails or letter attached to plaintiff's complaint could be construed as slighting, disrespecting, or belittling him. Therefore, plaintiff could not establish disparagement. Accordingly, the court denied plaintiff's motion, granted judgment to defendants, and dismissed the case. At the same hearing, the trial court dismissed plaintiff's circuit court case, holding that there was a valid release with respect to his civil rights claims. His tortious interference claim was barred by governmental immunity.

Thereafter, plaintiff filed a motion for reconsideration of the trial court's decision in this action, which the court denied.

[2] Defendants actually moved for summary disposition under MCR 2.116(I)(7), but the trial court noted that defendants must have intended to move under (I)(2). There is no subsection (I)(7).

II. STANDARD OF REVIEW

The trial court treated plaintiff's motion for summary disposition as a motion under MCR 2.116(C)(10), and granted defendants summary disposition under MCR 2.116(I)(2). We review a trial court's decision on a motion for summary disposition de novo, viewing the evidence in the light most favorable to the nonmoving party. *Maiden v Rozwood*, 461 Mich 109, 118-120; 597 NW2d 817 (1999). A motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. *Maiden*, 461 Mich at 119. If the evidence fails to establish a genuine issue of material fact, the moving party is entitled to judgment as a matter of law. *Id*. at 120. Under MCR 2.116(I)(2), summary disposition is properly granted in favor of the nonmoving party if that party, rather than the moving party, is entitled to judgment. *DaimlerChrysler Corp v Wesco Distribution, Inc*, 281 Mich App 240, 245; 760 NW2d 828 (2008).

III. THE MEANING OF THE TERM "DISPARAGE"

Plaintiff first argues that the term "disparage" in the non-disparagement clause of the resignation agreement is ambiguous and that extrinsic evidence should have been considered in ascertaining the intended meaning of the term. We disagree.

The interpretation of a contract, including whether the language of a contract is ambiguous, is generally a question of law that we review de novo on appeal. *Klapp v United Ins Group Agency, Inc*, 468 Mich 459, 463; 663 NW2d 447 (2003). An unambiguous contract must be enforced according to its terms. See *Wilkie v Auto-Owners Ins Co*, 469 Mich 41, 51-52; 664 NW2d 776 (2003). Interpretation of an ambiguous contract, however, is a question of fact that must be decided by the factfinder. See *Klapp*, 468 Mich at 469. A contract is ambiguous if the words may reasonably be understood in different ways or the provisions irreconcilably conflict with each other. *Id*. at 467; *Scott v Farmers Ins Exch*, 266 Mich App 557, 561; 702 NW2d 681 (2005). If contractual language is ambiguous, the factfinder may consider relevant extrinsic evidence to ascertain the meaning of the parties, particularly evidence that indicates the contemporaneous understanding of the parties. See *Klapp*, 468 Mich at 469-470.

The non-disparagement clause of the resignation agreement states: "The University agrees that its Trustees, President, directors, officers, and administrators will not knowingly disparage Dr. Sohal. Dr. Sohal agrees that he will not knowingly disparage the University, its Trustees, President, directors, officers, employees, and administrators." At issue in this action is whether defendants knowingly disparaged plaintiff in violation of the agreement.

As indicated, in their motion for summary disposition, defendants cited a Black's Law Dictionary definition of the term "disparagement," stating: "'Disparagement' is 'a *false* and injurious statement that discredits or detracts from the reputation of another's property, product, or business.' Black's Law Dictionary (7th ed. 1999)" (emphasis added). In his motion for summary disposition, plaintiff cited a different definition of "disparagement," stating: "The American Heritage Dictionary states that 'disparagement' is '(1) To speak of in a slighting or disrespectful way; belittle. (2) To reduce esteem or rank.' . . . See also Webster's New World Dictionary . . . (also including a definition of disparage that does not include an element of falsehood.)" In denying plaintiff's motion and granting judgment to defendants, the trial court

noted that it had previously decided not to use the Black's Law definition of disparagement proffered by defendants. Instead, the court applied the definition proffered by plaintiff, explaining that "contracts are interpreted by the commonly understood meaning of their words." Defendants did not challenge the definition of "disparage" adopted by the trial court and, ultimately, the court held that even under that definition, plaintiff failed to present any evidence establishing that defendants disparaged him, i.e., slighted, disrespected, or belittled him.

Plaintiff argues on appeal that the term "disparage" as used in the non-disparagement clause of the resignation agreement is ambiguous. According to plaintiff, defendants argue that the term "disparage" requires falsehood and wrongful intent, the trial court "suggested a commonly understood meaning of the word, requiring conduct which would 'slight, disrespect, or belittle,'" and plaintiff has always understood the non-disparagement clause to proscribe any communication of any negative information. Plaintiff claims that in signing the resignation agreement, he "intended that MSU should not have made any statements to potential programs which could have prevented him from becoming employed." He argues that because the term "disparage" can reasonably be understood in at least three different ways, the term is ambiguous and extrinsic evidence should have been considered to ascertain the intended meaning of the term and the non-disparagement clause.[3]

We hold that the term "disparage" in the non-disparagement clause is not ambiguous. While plaintiff attempts to ascribe several "reasonable" meanings to the term "disparage," and thus the non-disparagement clause, the term fairly admits of but one interpretation. See *Meagher v Wayne State Univ*, 222 Mich App 700, 722; 565 NW2d 401 (1997); see also *Scott*, 266 Mich App at 561. Other state courts have determined that the term "disparage" in non-disparagement clauses of settlement agreements are unambiguous. See, e.g., *Halco v Davey*, 919 A2d 626, 630 (Me, 2007); *Eichelkraut v Camp*, 236 Ga App 721, 724; 513 SE2d 267 (1999). The term should be given its ordinary and plain meaning. See *Meagher*, 222 Mich App at 722. As proffered by plaintiff and adopted by the trial court, the "American Heritage Dictionary states that 'disparagement' is '(1) To speak of in a slighting or disrespectful way; belittle. (2) To reduce esteem or rank.' American Heritage Dictionary (4th Ed. 2000)." Similarly, the Random House Webster's College Dictionary (2005) defines "disparage" as: "1. to speak of or treat slightingly. 2. to discredit; lower the estimation of." Several courts of other jurisdictions have similarly

[3] Plaintiff points to two letters that should have been considered in ascertaining the meaning of "disparage." The first is the January 6, 2006, letter that plaintiff's attorney sent to the general counsel for MSU, stating that plaintiff planned to proceed with the internal grievance process unless MSU agreed to his resignation proposal. The letter indicated that plaintiff wanted to settle the matter so that he could apply for other residency programs and requested that defendants provide other program directors with a letter stating that he "resigned, with no negative references." The second is a January 27, 2006, letter, also from plaintiff's attorney to MSU's general counsel, stating that if plaintiff could not "remain within the MSU system," the only other acceptable option was for MSU to accept his resignation "and proffer no adverse information to prospective programs, whether it is termed a letter of recommendation or statement of competency."

defined the term "disparage" in non-disparagement clauses of severance and settlement agreements. See e.g., *Rain v Rolls-Royce Corp*, 626 F3d 372, 379-380 (CA 7, 2010); *Kempen v Town of Middletown*, unpublished opinion of the Rhode Island Superior Court, issued January 15, 2010 (Docket No. NC-2008-0577); *Halco*, 919 A2d at 630; *Merrell v Renier*, unpublished opinion of the United States District Court of the Western District of Washington, issued November 16, 2006 (Docket No. C06-404JLR); *Eichelkraut*, 236 Ga App at 723; *Patlovich v Rudd*, 949 F Supp 585, 595 (ND Ill, 1996).

Accordingly, we hold that the trial court did not err in finding the term "disparage" unambiguous and giving the term its plain and ordinary meaning. Because it is unambiguous, extrinsic evidence should not be considered in ascertaining the meaning of the term or the non-disparagement clause of the resignation agreement.

IV. DEFENDANTS' ALLEGED DISPARAGEMENT OF PLAINTIFF

Plaintiff argues that the trial court accepted Dr. Chick's statements about his alleged poor performance as true and, in so doing, wrongfully chose Dr. Chick's version of the facts over his own. Plaintiff claims that his performance was not poor and that questions of fact regarding his performance exist for the finder of fact.[4] We note, however, that the central issue in this action is not whether Dr. Chick's allegedly disparaging statements about plaintiff were true or false, but whether they were knowingly disparaging, i.e., slighting, disrespectful, belittling, reducing in esteem or rank, lowering the estimation of. Arguably, plaintiff could have been disparaged by statements that were true or false. We agree with the trial court that defendants did not knowingly disparage plaintiff.

Plaintiff has pointed to only two instances when Dr. Chick allegedly disparaged him in violation of the non-disparagement clause. First, plaintiff points to a June 21, 2006, email from Dr. Chick to MSU staff members Dianne Wagner and Theresa Kelley. In the email, Dr. Chick states that she received a telephone call from a doctor at Cherry Hill Hospital in Michigan, where plaintiff had applied to work. The doctor asked to confirm plaintiff's credentials and whether there were any complaints regarding his performance. Dr. Chick replied that although there were complaints regarding his professionalism and communication with colleagues, there were no complaints regarding his communication with patients. In a subsequent email from Dr. Chick to Wagner, Dr. Chick stated that she did not feel comfortable completing plaintiff's training documentation and asked Wagner to do so. She further stated that in the future, she would have programs and potential employers contact Wagner directly regarding plaintiff's reasons for leaving MSU and his future options. Second, plaintiff points to a July 23, 2008, letter from counsel for the American Board of Internal Medicine (ABIM) to plaintiff stating that he could not take a certification exam because he did not complete his third year of residency training and because MSU's residency program director rated his performance during his third year as unsatisfactory.

[4] Plaintiff requests a jury determination of the facts. As defendants note, however, there is no right to a jury trial in the Court of Claims. See MCL 600.6443. The judge serves as the factfinder.

Defendants assert that Dr. Chick's statements to Cherry Hill Hospital and the ABIM cannot be considered disparagement because she was required to respond to inquiries about plaintiff from those institutions. In support of this assertion, defendants present the affidavit of Dr. Randolph Pearson, an MSU professor and Director of Graduate Medical Education. Dr. Pearson is responsible for securing compliance with professional and accreditation authorities, including the ABIM. The Accreditation Council for Graduate Medical Education has promulgated a set of standards and regulations to which MSU must adhere. Under those requirements, when a resident transfers from one residency program to another, the new program director must receive verification of previous education experience and a performance evaluation, including the resident's competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal communication skills, professionalism, and systems-based practice. Dr. Chick stated in her June 21, 2006, email that Cherry Hill Hospital's inquiry about complaints against plaintiff was "a standard credentialing question." Furthermore, the letter to plaintiff from the ABIM suggests that it was required to obtain a rating of plaintiff's performance from MSU before permitting him to take a certification exam.

We find, considering Dr. Chick's statements in context and the evidence that she was required to provide information regarding plaintiff's competence to inquiring residency programs and accreditation bodies under industry standards and regulations, that her statements were not disparaging. Plaintiff has not presented any evidence refuting defendants' position that they were required to provide such information. Plaintiff only asserts that pursuant to the non-disparagement clause of the resignation agreement, defendants had a duty to remain silent regarding his alleged poor performance. But in so stating, plaintiff ignores the undisputed fact that institutions such as Cherry Hill Hospital, where he attempted to gain employment as a resident, and the ABIM were required to obtain information on his past education and performance. Plaintiff asserts that Dr. Chick's statements precluded him from reentering another residency program and becoming certified in his profession, but based on the evidence of record, he would not have been able to complete his residency and become certified through those institutions without defendants providing at least some information about his education and performance. Moreover, plaintiff has not established that the specific statements made by Dr. Chick were knowingly slighting, disrespectful, or belittling. Her statements were directly responsive to specific inquiries she was required to answer and, considering the numerous complaints against plaintiff and the reason for his dismissal from MSU's residency program, extremely tempered. In her June 21, 2006, email, Dr. Chick stated that she attempted to respond to Cherry Hill Hospital's inquiries by placing plaintiff in the best possible light.

Therefore, we affirm the trial court's conclusion that there was no material factual dispute regarding defendants' alleged disparagement of plaintiff. Defendants did not knowingly disparage plaintiff in violation of the resignation agreement.

V. DOMESTIC VIOLENCE ALLEGATION AGAINST PLAINTIFF

Plaintiff also argues that defendants' presentation of evidence regarding an August 2006 domestic violence allegation against him "prejudiced his right to a fair and full adjudication." We disagree.

In July 2006, after plaintiff was dismissed from MSU, he resumed internal medicine residency at Overlook Hospital in New Jersey. On August 12, 2006, plaintiff was arrested pursuant to a complaint that he had beaten another hospital employee, his wife. On September 5, 2006, plaintiff's employment at Overlook Hospital was terminated. Assistant general counsel for the hospital subsequently informed plaintiff's counsel that plaintiff was discharged pursuant to "Human Resource Policy No. 11" ("policy no. 11"), which requires employees to report being arrested and states that employees may be discharged for conduct bringing their fitness for duty into question.

In plaintiff's complaint, he alleged that after leaving MSU, he "attempted on numerous occasions to associate with another residency program . . . . In each case, he was initially accepted into the program but as soon as the program contact[ed] Defendants . . . , [he] was denied a resident position based on information conveyed by the Defendants." At his deposition, plaintiff testified that he was discharged from the residency program at Overlook Hospital due to information transmitted to the hospital by MSU, specifically by Dr. Chick. In their brief in response to plaintiff's motion for summary disposition, defendants stated that plaintiff was arrested following an allegation of domestic violence against him, and that he was discharged from Overlook Hospital after the arrest under policy no. 11. Attached to defendants' brief was the hospital incident report, the police report recording plaintiff's arrest, a letter from plaintiff's counsel to the hospital noting his discharge from the program, a letter from the hospital's assistant general counsel stating the reason for plaintiff's discharge, and a copy of policy no. 11. On appeal, plaintiff asserts that it was improper for defendants to insert any information related to the domestic violence allegation against him into this case.

In analyzing a motion for summary disposition under MCR 2.116(C)(10), a court should consider only substantively admissible evidence. *Maiden*, 461 Mich at 121. MCR 2.116(G)(6) provides that evidence submitted in support or opposition of a motion "shall only be considered to the extent that the content or substance would be admissible as evidence to establish or deny the grounds stated in the motion." In essence, plaintiff argues that the evidence related to the domestic violence allegation against him should not have been presented by defendants because it was irrelevant and unfairly prejudicial. MRE 402 provides that, in general, "all relevant evidence is admissible." MRE 401 defines relevant evidence as that "having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." MRE 403 provides that "[a]lthough relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice . . . ." In every case, each party attempts to introduce evidence that causes prejudice to the other party. In *People v Mills*, 450 Mich 61, 75-76; 537 NW2d 909 (1995), our Supreme Court stated: "All evidence offered by the parties is 'prejudicial' to some extent, but the fear of prejudice does not generally render the evidence inadmissible. It is only when the probative value is substantially outweighed by the danger of unfair prejudice that evidence is excluded." There must be "an undue tendency" for the evidence "to move the tribunal to decide on an improper basis, commonly, though not always, an emotional one." *People v Vasher*, 449 Mich 494, 501; 537 NW2d 168 (1995).

First, we find that the evidence regarding the domestic violence allegation against plaintiff was relevant. Defendants submitted the evidence to refute the allegation in plaintiff's complaint that he was discharged from a residency program due to information conveyed by defendants and his deposition testimony that he was discharged from Overlook Hospital due to information transmitted to the hospital by Dr. Chick. Plaintiff asserts that the evidence "was included for the sole purpose of casting him in a bad light" and lacked relevance because "the entire incident was expunged" and that any "problems between plaintiff and his wife are attributable to the behavior of Dr. Chick." But even if we were to consider plaintiff's assertions and accept them as true, the evidence presented by defendants was still highly relevant to establishing that plaintiff was discharged from Overlook Hospital for a reason other than defendants providing the hospital with information about him. The evidence tended to make plaintiff's claim that defendants disparaged him to other residency programs less probable and was, therefore, relevant to the case. See MRE 401.

Further, we find that the challenged evidence was not unfairly prejudicial. While the evidence certainly did not cast plaintiff in a positive light, it specifically refuted his claim that he was discharged from Overlook Hospital due to defendants' transmission of information about him and was, therefore, highly relevant to his disparagement claim. Plaintiff cannot establish that the evidence moved the trial court to decide his motion for summary disposition on an improper basis, see *Vasher*, 449 Mich at 501, especially considering that the court made no mention of the evidence in rendering its decision on the motion. The probative value of the evidence was not substantially outweighed by the danger of unfair prejudice. See MRE 403.

We note that it is arguable that at least some of the challenged evidence, such as the police report recording plaintiff's arrest, constituted inadmissible hearsay, see generally *Solomon v Shuell*, 435 Mich 104; 457 NW2d 669 (1990), and, therefore, should not have been considered in deciding his motion for summary disposition, see MCR 2.116(G)(6); *Maiden*, 461 Mich at 121; *SSC Assoc v Gen Retirement Sys of Detroit*, 192 Mich App 360, 364; 480 NW2d 275 (1991) (stating that "[o]pinions, conclusionary denials, unsworn averments, and inadmissible hearsay do not satisfy the court rule [MCR 2.116(C)(10)]; disputed fact (or the lack of it) must be established by admissible evidence"). But plaintiff does not raise this argument. Moreover, considering that the trial court made no mention of the evidence in rendering its decision on the motion, plaintiff cannot establish that he was prejudiced by defendants' presentation of the evidence.

VI. PLAINTIFF'S CIVIL RIGHTS AND TORTIOUS INTERFERENCE CLAIMS

Plaintiff finally argues that the trial court erred in dismissing his civil rights claims against MSU and holding that Dr. Chick is governmentally immune from his claim of tortious interference. Plaintiff raised his civil rights and tortious interference claims in his circuit court action against defendants. But plaintiff has not appealed the dismissal of his circuit court action. He has only appealed the dismissal of his Court of Claims action. Therefore, we will not

consider plaintiff's arguments on appeal regarding his civil rights and tortious interference claims.[5]

Affirmed.

/s/ Pat M. Donofrio
/s/ Stephen L. Borrello
/s/ Jane M. Beckering

[5] Additionally, we note that defendants assert that plaintiff failed to file a claim or notice of intent to file a claim with the Clerk of the Court of Claims within six months after the event giving rise to the cause of action as is required under MCL 600.6431. Plaintiff does not address this argument on appeal, and given our conclusions herein, we need not address it.