

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT**

**HFG HOLDINGS, INC. d/b/a HALL
FINANCIAL f/k/a HFG HOLDINGS, LLC,**

Plaintiff,

Case No. 24-209532-CB

Hon. Victoria A. Valentine

v.

**SWIFT HOME LOANS, INC. d/b/a
LOCK IT LENDING, HENRY HOANG
DO, JACOB DANIEL RADOM, and
ROBERT CHARLES NOONAN,**

Defendants.

and

**JACOB DANIEL RADON, and ROBERT
CHARLES NOONAN**

Counter-Plaintiffs,

v

**HFG HOLDINGS, INC. d/b/a HALL
FINANCIAL f/k/a HFG HOLDINGS, LLC,**

Counter-Defendant.

**At a session of said Court held
on the 3rd day of October 2025
in the County of Oakland, State of Michigan**

PRESENT: HON. VICTORIA A. VALENTINE

OPINION AND ORDER ON THE MOTION FOR SUMMARY DISPOSITION OF DEFENDANTS HENRY HOANG DO, JACOB DANIEL RADOM AND ROBERT CHARLES NOONAN and THE MOTION FOR SUMMARY DISPOSITION OF DEFENDANT SWIFT HOME LOANS, INC. D/B/A LOCK IT LENDING

This matter is before the Court on the Motion for Summary Disposition of Defendants Henry Hoang Do, Jacob Daniel Radom, and Robert Charles Noonan and on the Motion for Summary Disposition of Defendant Swift Home Loans, Inc. d/b/a Lock It Lending. This Court has reviewed the motions, responses, and replies and has heard oral argument.

OPINION

I.

Overview

Plaintiff HFG Holdings, Inc. d/b/a Hall Financial (“Hall Financial”) is a residential mortgage lender operating in Michigan and certain other states. Defendants Henry Hoang Do (“Do”), Jacob Daniel Radom (“Radom”) and Robert Charles Noonan (“Noonan”) are former employees of Hall Financial and current employees of Defendant Swift Home Loans, Inc. d/b/a Lock It Lending (“Swift”). Swift is also a residential mortgage lender and operates a branch office in Houston, Texas where it operates under the name “Lock It Lending.” Swift’s services are available in 41 states, including Michigan.

While at Hall Financial Do was a sales team leader. Radom and Noonan were on Do’s sales team.¹ Do resigned from Hall Financial effective May 1, 2024, and began working for Swift in Houston.² Noonan resigned his employment with Hall Financial and began working remotely for

¹ Evidentiary Hearing Transcript, pp 22, 44.

² Individual Def’s Motion, Exhibit 9, Do Affidavit, ¶ 21.

Swift on August 1, 2024. Radom was terminated from his employment with Hall Financial in July 2024 and began working for Swift in the Houston office on August 12, 2024.

Hall Financial brings the instant action alleging Breach of Contract against Do, Radom, and Noonan for breach of non-solicitation and non-compete clauses in their employment contracts (Counts I-III); Tortious Interference with a Contract against Do and Swift (Counts IV and V); Tortious Interference with Business Relationships or Expectancies against Radom and Noonan (Counts VI and VII); and Breach of Duty of Good Faith, Loyalty, and Fair Dealing against Radom and Noonan (Counts VIII and IX). Defendants Radom and Noonan filed counterclaims against Hall Financial alleging unjust enrichment for failure to pay commissions (Counts I and II).

Hall Financial filed a motion for a preliminary injunction which was denied after an evidentiary hearing.³ Further, at the hearing the Court determined the noncompete agreement was not at issue with regard to Defendant Do.⁴

Defendants now move for summary disposition under MCR 2.116(C)(10) on Hall Financial's Amended Complaint. In its response to Defendants' motion Hall Financial elects to voluntarily dismiss Count IV and Counts VI-IX. Thus, the only Counts of the Amended Complaint at issue in this Motion are the Breach of Contract Claims against the individual Defendants (Counts I-III) and the Tortious Interference with a Contract Claim against Defendant Swift (Count V).

II.

Standard of Review

³ Order Denying Preliminary Injunction issued November 26, 2024.

⁴ Transcript 11/25/24 Hearing, p The Court determined that the severance agreement between Hall Financial and Do released Do from the terms of the noncompete.

A motion under MCR 2.116(C)(10) tests the factual support for a claim. *Universal Underwriters Group v Allstate Ins Co*, 246 Mich App 713, 720; 635 NW2d 52 (2001). The court, in reviewing a motion under MCR 2.116(C)(10), “considers affidavits, pleadings, depositions, admissions, and documentary evidence filed in the action or submitted by the parties in the light most favorable to the party opposing the motion.” *Quinto v Cross and Peters Co*, 451 Mich 358, 362; 547 NW2d 314 (1996) (citation omitted). The motion may be granted “if the affidavits or other documentary evidence show that there is no genuine issue in respect to any material fact, and the moving party is entitled to judgment as a matter of law.” *Id.*

III.

Analysis of the Individual Defendants’ Motion for Summary Disposition

“A party asserting a breach of contract must establish by a preponderance of the evidence that (1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach.” *Miller-Davis Co v Ahrens Constr, Inc*, 495 Mich 161, 178; 848 NW2d 95 (2014). “[T]he damages recoverable for breach of contract are those that arise naturally from the breach or those that were in the contemplation of the parties at the time the contract was made.” *Kewin v Massachusetts Mut Life Ins Co*, 409 Mich 401, 414-415; 295 NW2d 50 (1980); *Wright v Genesee Cnty*, 504 Mich 410, 419; 934 NW2d 805 (2019).

Count I- Breach of Contract against Do with regard to employee non-solicitation clause

Hall Financial alleges that Do breached the non-solicitation provisions of the Employment Agreement as it relates to solicitation of employees. Specifically, Hall Financial asserts that “[b]y at least the week of July 20, 2024, Do was soliciting Radom to become employed by Swift and/or

encouraging Radom to terminate his employment with Hall Financial, including but not limited to, having Radom visit Do in Houston, Texas.”⁵

Section 7(b) of the Employment Agreement states:

Other Employees. During the Restricted Period Employee shall not, directly or indirectly, on Employee’s own behalf or on the behalf of another, contact, solicit or encourage other individuals employed by Employer to leave their employment with Employer. Notwithstanding the foregoing, the restrictions in this Section shall not apply with regard to (i) general solicitations that are not specifically directed to a person then currently employed by Employer, including without limitation public status updates posted over social media announcing Employee’s new position and contact information, or (ii) serving as a reference at the request of an employee.⁶

Defendants argue that summary disposition is proper with regard to the breach of contract claim against Do based upon Section 7(b) because there is no genuine issue of material fact that Do did *not* “contact, solicit or encourage”⁷ Radom to leave his employment with Hall Financial.

In an affidavit attached to Individual Defendants’ Motion, Do states:

I never solicited Jacob Daniel Radom to work for Swift Home Loans, d/b/a Lock It Lending, in Texas, Michigan, or any other geographic location⁸

⁵ Amended Complaint, paragraph 75. At oral argument on the Motion, Hall also asserted that Do improperly solicited another Hall employee, Micheal Muller. Defendants assert that Muller was not named as a witness on any witness list or initial disclosure. Motion, p 15.

Plaintiff acknowledges that Muller did not leave his employment with Hall. Additionally, Hall in its response bases its counterargument on the breach of employee non-solicitation provision on the alleged recruitment of Radom. *See* Response, pp 16-17. Accordingly, this Court will not address any claim based upon the alleged recruitment of Muller.

⁶ Amended Complaint, Exhibit 1, Do Employment Agreement, Section 7. The “Restricted Period” is defined as the period “while Employee is employed by Employer and for the 18 months following Employee’s employment, regardless of whether the termination is voluntary or involuntary.” *Id.* Section 6. Do resigned from Hall Financial effective May 1, 2024. Individual Defs Motion, Exhibit 9, Do Affidavit, paragraph 21.

⁷ The term “solicit” is not defined in Section 7; therefore, the Court may consider the plain and ordinary meaning of the term “solicit” which is “[t]o seek to obtain by persuasion, entreaty, or formal application[.]” *Total Quality, Inc v Fewless*, 332 Mich App 681, 695; 958 NW2d 294 (2020).

⁸ Individual Defs Motion, Exhibit 9, Do Affidavit, paragraph 9.

Radom states in his affidavit that after Do had left Hall Financial Radom “took a trip to Texas to visit my friend Mr. Do, as well as two other friends of mine that live in Texas.” Radom further stated that “[a]t no time did Mr. Do solicit me to work at Swift Home Loans d/b/a Lock It Lending although I did ask him questions about what it was like to work at Swift Home Loans d/b/a Lock It Lending.”⁹ Similarly, during his sworn testimony at the evidentiary hearing on Hall Financial’s motion for a preliminary injunction Radom stated that Do did not encourage him to apply for a job at Lock It Lending.¹⁰ Although Radom visited Do at the Lock It Lending Houston location in July 2024, Radom stated that it was on his own initiative that he met with Hanh Dao the CEO of Lock It Lending and that Defendant Do did not have anything with Radom’s meeting with the CEO.¹¹ Do testified that he was not involved in Radom’s efforts to get a job with Swift/Lock It Lending.¹²

Hall Financial argues that certain text messages between Radom and Dao, the Lock It Lending CEO, contradict the statements by Do and Radom denying Do’s involvement with Radom’s hiring at Swift. The Court agrees that the text messages are sufficient to raise a question of fact as to whether Do “contact[ed], solicit[ed] or encourage[d]” Radom to leave Hall Financial.¹³

⁹ *Id.*, Exhibit 10, Radom Affidavit, paragraphs 27-28.

¹⁰ 11/25/24 Evidentiary Hearing Transcript, p73.

¹¹ *Id.* at pp 69-70.

¹² *Id.* at pp 44-45.

¹³ In particular, certain messages dated after Do left Hall Financial and before Radom was hired by Swift call into question the assertions made by Do and Radom in their affidavits and hearing testimony that Do was not involved with Radom’s hiring at Swift. There is no dispute that the “Henry” referred to in the text messages is Defendant Do.

In a text message on June 23 Radom writes to the CEO:

It was my pleasure to come to Houston to visit you and Henry. I really enjoyed hearing your vision for the company and meeting you in person. It has gotten me very excited! . . . I look forward to our future discussions on working everything out. I feel better about it now than ever. . . .

In a text message dated June 27 Radom writes the CEO:

I had a conversation with Henry yesterday and plan to speak with him again this evening about arranging a visit once you return to Houston.

To the extent that Do and Radom's affidavits or evidentiary hearing testimony is inconsistent with the text messages, the credibility of Do and Radom is a question for the trier of fact. *See White v Taylor Distrib Co*, 482 Mich 136, 142-143; 753 NW2d 591 (2008) citing *Bridwell v Segel*, 362 Mich 102, 106; 106 NW2d 386 (1960) (A party's inconsistent statements create issues of material fact precluding summary disposition.)

Summary disposition is denied as to Count I based upon allegations that Do breached the employee non-solicitation provision of the Employment Agreement.¹⁴

I've been thinking about our conversation we had at dinner and I'm excited to talk or get together with you again to hammer out the details. I think we can do great things and really build this call center to compete with anyone in the country.

I'm looking forward to returning to Houston to shadow Henry, get comfortable with the office environment, and explore more of the city.

Henry mentioned you are traveling – I hope you have a wonderful trip and a safe return. Hope to see you soon!

The CEO responds and suggests that they “plan on you coming down to shadow” and on June 28 Radom replies:

Regarding dates, Henry and I discussed the 22nd-24th of July. Will those dates work for you as well?

On July 9 Radom texts the CEO:

I have everything booked coming in the 22nd through the 24th back to Houston and I cannot be more excited.

I would like to go through all the details for the job and employment with you in person and finalize everything with you so we can move forward. . .

On July 20 the CEO texted that she was looking forward to meeting with Radom on Monday but was not sure which office they would meet in. Radom responded:

Good morning!

Wherever we meet is good with me. I look forward to seeing you again. My anticipation is to finalize things with you and start to kill it!

[Plaintiff's Response, Exhibit 1.]

¹⁴ At oral argument on the Motion counsel for Defendants asserted that summary disposition is proper because no damages have been alleged. However, Hall brings this action, in part to enforce the employee non-solicitation provision in Section 7(b) of the Employment Agreement. Under Section 8(a) of the Employment Agreement

Count I-Breach of Contract against Do based on customer non-solicitation clause and Counts II and III- Breach of Contract against Radom and Noonan based on non-compete and customer non-solicitation clause

The breach of contract claims against Radom and Noonan are based upon allegations that they violated their non-compete agreements to the extent they sold mortgages with the 16 non-compete counties. It is also alleged that Do, Radom, and Noonan violated the customer non-solicitation agreements to the extent they sold mortgages to Hall Financial customers.

The non-compete provision states, in pertinent part:

Employee will not be employed by, consult with, act as an independent contractor for, or otherwise provide services to any entity engaged in the mortgage industry that offers goods or services that could be used as a substitute for the goods and services sold by Employer in the following counties located in Michigan: Wayne, Oakland, Macomb, Washtenaw, St. Clair, Sanilac, Lapeer, Lenawee, Monroe, Livingston, Genesee, Jackson, Ingham, Kalamazoo, Ottawa, or Kent.¹⁵

The non-solicitation of customers provision states:

During the Restricted Period Employee shall not directly or indirectly, on Employee's own behalf or on the behalf of another, contact or solicit Employer's Customers (defined below) for the purpose of attempting to sell goods or services that could be used as a substitute for the goods and services sold by Employer. For purposes of this Section, Employer's Customers shall mean those individuals to whom Employer sold goods or services beginning eighteen (18) months prior to the commencement of the Employment Term through the final day of the Employment Term.¹⁶

"Employee will reimburse Employer for all costs (including reasonable attorney's fees) incurred in connection with any action to enforce any of the provisions of Sections 6 and 7 if Employer is determined to be a prevailing party in such dispute." Complaint, Exhibit 1, Do Employment Agreement, § 8(a). Attorney fees awarded under a contractual provision are considered damages. *Fleet Business Credit v Krapohl Ford Lincoln Mercury Co*, 274 Mich App 584, 589; 735 NW2d 644 (2007).

¹⁵ Amended Complaint, Exhibits 1 and 3, Section 6. *See also* Exhibit 4, Noonan Employment Agreement, Section 10 which is substantially similar.

¹⁶ *Id.* Exhibits 1 and 3, Section 7(a). *See also* Exhibit 4, Noonan Employment Agreement Section 11 which provides that the Employee will not "contact, solicit, or sell substantially the same services as, or services competing with, those provided by the Company, to (i) any current customers of the Company, or (ii) any former customer to whom the Company sold services at any time during the (18) month period preceding the Participant's termination date."

The individual defendants argue that no issue of material fact exists that the individual defendants have not violated the non-competition agreements.¹⁷ In support of this assertion the individual defendants note that Hall answered Individual Defendant's Interrogatories 4, 5, and 6 by stating that it has no evidence that the individual Defendants competed in the restricted counties.¹⁸

In its response brief, Hall asserts that:

Swift has failed to answer [Hall's Second Set of Interrogatories 8-12] that directly related to whether Radom and Noonan have violated with their non-compete agreements or Do, Radom and Noonan have violated their customer non-solicitation agreement by providing services for which they received compensation from Swift for mortgages closed by Swift either (1) in one of the 16 counties subject to the non-compete agreements (non-compete restriction Radom and Noonan), or (2) for customers who had closed a mortgage with [Hall] during the individual defendants last 18-months of employment with [Hall] (customer non-solicitation restriction Do, Radom and Noonan.)

In accordance with MCR 2.116(H) Hall has submitted an affidavit of counsel which states that "[o]nly Swift possesses the information to answer these interrogatories. [Hall] does not possess this information."¹⁹ Further, counsel for Hall stated:

¹⁷ The Individual Defendants do not argue that the non-compete or non-solicitation provisions are unenforceable.

¹⁸ The Interrogatories ask Hall to "[d]escribe or identify any loans [Do, Radom, or Noonan] [have] written or originated having any relation, in any manner, with the 16 Prohibited Counties since [their] departure from Hall that you are aware of." Motion, Exhibit 13.

Do, Radom, and Noonan attached affidavits to their motion denying writing loans for customers of Hall during the restricted period or soliciting Hall customers. Motion, Exhibits 9, 10, and 11.

¹⁹ Response, Exhibit 16. Interrogatories 8 and 9 ask for Radom and Noonan:

For any mortgage closed by Swift for a property located in either the Counties of Wayne, Oakland, Macomb, Washtenaw, St. Clair, Sanilac, Lapeer, Monroe, Livingston, Genesee, Jackson, Ingham, Kalamazoo, Ottawa, or Kent in the State of Michigan, for which [Radom or Noonan] received any compensation from Swift, please provide the address for the property, the date the mortgage closed, the amount of money Swift received for the closing of the mortgage and the amount of money [Radom or Noonan] received from Swift for the closing of the mortgage. [Response, Exhibit 14, Pl's Second Set of Interrogatories.]

Interrogatories 10-12 ask regarding Do, Radom, and Noonan:

12. This information should either support or refute the fact that [Radom] violated his non-compete agreement and his customer non-solicit agreement.

13. This information should either support or refute the fact that defendant Robert Noonan violated his non-compete agreement and his customer non-solicit agreement.

14. This information should either support or refute the fact that defendant Henry Do violated his customer non-solicit agreement.²⁰

Hall asserted that no ruling on this motion should issue until Swift provides answers to the outstanding interrogatories. On August 21, 2025, Swift filed its answers to Hall's Second Set of Interrogatories. However, the answers were not in conformance with the Court Rules and after oral argument on this Motion, Swift filed answers which included a verification of the answers by a representative of Swift.²¹ In response to Hall's Interrogatories 8 and 9 Swift stated:

There were no mortgages closed by Swift for any property located in the Counties of Wayne, Oakland, Macomb, Washtenaw, St. Clair, Sanilac, Lapeer, Monroe, Livingston, Genessee, Jackson, Ingham, Kalamazoo, Ottawa, or Kent in the State of Michigan, for which [Radom, Noonan] received any compensation from Swift.²²

In response to Hall's Interrogatories 10-12 Swift stated:

There were no mortgages closed by Swift for a property that had a mortgage closed by [Hall] between [November 1, 2022, and May 1, 2024 (Do); January 25, 2023, and July 25, 2024 (Radom); January 15, 2023, and July 15, 2024 (Noonan)] for which [Do, Radom, Noonan] received any compensation from Swift.²³

For any mortgage closed by Swift for a property that had a mortgage closed by [Hall] between [November 1, 2022 and May 1, 2024 (Do); January 25, 2023 and July 25, 2024 (Radom); and January 15, 2023 and July 15, 2024 (Noonan)] for which [Do, Radom, Noonan] received any compensation from Swift, please provide the address for the property, the date of the mortgage closed, the amount of money Swift received for the closing of the mortgage and that amount of money [Do, Radom, Noonan] received from Swift for the closing of the mortgage. [Response, Exhibit 14, Pl's Second Set of Interrogatories.]

²⁰ Motion, Exhibit 16, Affidavit of Plaintiff Counsel.

²¹ See Amended Reply Brief filed August 28, 2025.

²² *Id.*, Exhibit 1.

²³ Amended Reply, Exhibit 1, Answers.

As was stated, Hall has asserted that Swift's answers would either support or refute the allegations that Radom and Noonan violated their non-competes. The answers to interrogatories 8 and 9 refute the allegations as to the breach of the non-compete provisions. Hall has also asserted that Swift's answers would either support or refute the allegations that Do, Radom, and Noonan violated their customer non-solicit agreement. The answers to interrogatories 10-12 refute the allegations as to the breach of the customer non-solicit provisions.²⁴

Accordingly, summary disposition in favor of Defendant Radom and Noonan is granted as to any breach of contract claim based upon alleged violations of the non-compete provision. Additionally, summary disposition in favor of Do, Radom, and Noonan is granted as to any breach of contract claim based upon alleged violation of the customer non-solicitation provision.

IV.

Analysis of Swift's Motion for Summary Disposition

In Count V it is alleged that "Swift has intentionally and knowingly, and without reasonable justification or excuse, caused or induced Do to breach Do's Employment Agreement and Radom's Employment Agreement. This interference was *per se* wrongful and maliciously

²⁴ Hall also alleges that Noonan "while was still an employee of Hall Financial . . . informed at least 1 customer, who had already closed a previous mortgage with Hall Financial and who Noonan was serving on behalf of Hall Financial in connection with a new mortgage application, that Noonan would not be further contacting them until August 1, 2024." Amended Complaint, ¶ 81. First, to the extent that Hall makes this allegation in support of a claim of customer solicitation by Noonan it is not self-evident that informing a customer that he would not be contacted until a later date constitutes "contact[ing] or solicit[ing] Employer's Customers (defined below) for the purpose of attempting to sell goods or services that could be used as a substitute for the goods and services sold by Employer." Moreover, Noonan in his response submitted an affidavit denying that his message to the customer had anything to with customer solicitation and explained that the message was concerning VA loan rules. Motion, Exhibit 11, Noonan Affidavit. Hall does not attach the message it relies on in ¶ 81 and provides no evidence to counter Noonan's Affidavit.

committed and unjustified in law.”²⁵ It is also alleged that Swift caused or induced Radom and Noonan to breach their Employment Agreements.²⁶

The elements of a tortious interference with a contract claim are: “(1) a contract, (2) a breach, and (3) an unjustified instigation of the breach by the defendant.” *Badiee v Brighton Area Schools*, 265 Mich App 343, 366; 695 NW2d 521 (2005).

A plaintiff asserting a claim of tortious interference with a contract must establish that the interference was improper. *Advocacy Org for Patients & Providers v Auto Club Ins Ass'n*, 257 Mich App 365, 383; 670 NW2d 569 (2003) (citations omitted).

In other words, the intentional act that defendants committed must lack justification and purposely interfere with plaintiffs’ contractual rightsThe “improper” interference can be shown either by proving (1) the intentional doing of an act wrongful per se, or (2) the intentional doing of a lawful act with malice and unjustified in law for the purpose of invading plaintiffs’ contractual rights or business relationship. [*Id.*]

“A wrongful act per se is an act that is inherently wrongful or an act that can never be justified under any circumstances.” *Relative Time Films, LLC v Covenant House Michigan*, 344 Mich App 155, 162; 999 NW2d 64 (2022). “To establish that a lawful act was done with malice and without justification, the plaintiff must demonstrate, with specificity, affirmative acts by the defendant that corroborate the improper motive of the interference. Where the defendant's actions were motivated by legitimate business reasons, its actions would not constitute improper motive or interference.” *Badiee*, 265 Mich App at 365-366 (quotation marks and citations omitted).

Allegations regarding tortious interference with non-compete (Radom and Noonan) and customer non-solicitation provisions (Do, Radom, and Noonan)

²⁵ Amended Complaint, ¶ 115.

²⁶ *Id.* at 116-117.

A tortious interference with contract claim requires that there be a breach of a contract. *Badiee*, 265 Mich App at 366. Because, as was explained above, summary disposition is proper as to Hall's breach of contract claims as to the non-compete and the customer non-solicitation provisions Hall cannot support a claim for tortious interference with a contract against Swift with regard to those provisions. Accordingly, summary disposition in favor of Swift is granted on Count V to the extent that Hall is claiming interference with the non-compete or customer non-solicitation provisions in the Employment Agreements of Do, Radom and Noonan.

Tortious interference with contract claim as to the employee non-solicitation provision in Do's Employment Agreement

As was discussed, there is a question of fact as to whether Do violated the employee non-solicitation provision in his Employment Agreement. Hall argues that emails show that on January 26, 2024, Do provided his employment agreement to Dao and on Monday, February 12, 2024, Dao "emailed Do asking if Dao could forward a copy of his employment agreement to her attorney to see how Do can get out of his employment agreement." Therefore, according to Hall, "when Do started to solicit Radom on behalf of Swift, it was done with Swift's knowledge of Do's employee non-solicitation restriction."

The January 26, 2024 email from Do to Dao referenced by Hall states "Please see attached for our Non-Compete Agreement."²⁷ On February 13, 2024 Dao asked "Is it ok if I forward this employee agreement to my attorney to see how you can get out of the non-compete?"²⁸ On February 15, Dao sent a text stating, in part "I spoke to my attorney about the non-compete. Call

²⁷ Response, Exhibit 5.

²⁸ *Id.*

me please when you can.”²⁹ Contrary to Hall’s assertion, these emails do not demonstrate an intentional act of Swift which lacks justification and which purposely interfered with Hall’s contractual rights under the employee non-solicit provision. *See Advocacy Org for Patients & Providers*, 257 Mich App at 383. The emails refer only to the non-compete provision. There is no indication that Swift was aware of the employee non-solicit provision and thus, no indication that Swift purposely interfered with Hall’s rights under the employee non-solicitation provision.

Accordingly, summary disposition is granted on the tortious interference claim against Swift based upon alleged interference with Hall’s rights under the employee non-solicit provision in the Do Employment Agreement.

ORDER

Based upon the foregoing opinion, the Court hereby orders that:

Defendants Do, Radom and Noonan’s Motion for Summary Disposition under MCR 2.116(C)(10) is hereby **GRANTED** on Count I (but only to the extent that the breach of contract claim is based on breach of the customer non-solicitation provision) the Motion is otherwise **DENIED** as to Count I;

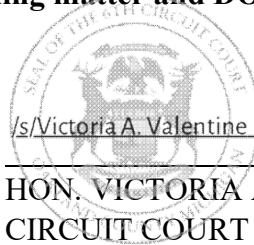
Defendants Do, Radom and Noonan’s Motion for Summary Disposition under MCR 2.116(C)(10) is hereby **GRANTED** as to Count II and Count III.

Defendant Swift’s Motion for Summary Disposition under MCR 2.116(C)(10) is hereby **GRANTED** as to Count V.

²⁹ *Id.*, Exhibit 6.

IT IS SO ORDERED.

This Order DOES NOT resolve the past pending matter and DOES NOT close the case.

The seal of the 6th Circuit Court is circular, featuring a central shield with a scale of justice and a sword. The text "SEAL OF THE 6TH CIRCUIT COURT" is inscribed around the perimeter of the seal.
/s/Victoria A. Valentine

HON. VICTORIA A. VALENTINE
CIRCUIT COURT JUDGE

Dated: 10/3/25