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STATE OF MICHIGAN

COURT OF APPEALS

RUMMAN AHMED,

Plaintiff-Appellant,

v

AMERICAN MUSLIM DIVERSITY ASSOCIATION, also known as AMDA, MUHAMMAD AZIM, MARINA AZIM, FERDOUS GHAZI, JAVID KHATRI, SARIA SADIQUE, and AHMED KHAN,

Defendants-Appellees.

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No. 371185
Macomb Circuit Court
LC No. 2023-002457-CB

Before: LETICA, P.J., and RICK and GARRETT, JJ.

PER CURIAM.

Plaintiff, Rumman Ahmed, worked as an assistant Imam—a religious leader—for defendant American Muslim Diversity Association (AMDA). After two individuals alleged that Ahmed committed domestic violence against them, AMDA's board of trustees terminated Ahmed's contractual relationship with AMDA. Ahmed filed suit, alleging breach of contract, defamation, false-light invasion of privacy, intentional infliction of emotional distress, and concert of action. Ahmed appeals by right the trial court's order granting defendants' motion for summary disposition on the basis that the ecclesiastical abstention doctrine precluded the court from analyzing Ahmed's claims. Because the trial court correctly determined that the ecclesiastical abstention doctrine barred Ahmed's claims, we affirm.

I. FACTUAL BACKGROUND

AMDA is a Mosque located in Sterling Heights, Michigan. From 2009 until 2022, Ahmed worked as an assistant Imam in the Mosque and the associated school. Ahmed worked for AMDA pursuant to an independent-contractor agreement, which AMDA renewed every year with the most recent renewal occurring on January 8, 2022, for the 2022 year. The individual defendants are members of AMDA's board of trustees, board of representatives, or both. According to Ahmed, beginning in 2021 the individual defendants engaged in a "smear campaign" against him by falsely

accusing him of lying while performing his duties as a religious leader and refusing to lead certain prayers. He also alleged that defendants disparaged his character by discussing his recent divorce and the allegations of domestic violence that had been made against him.

Both Ahmed's sister and ex-wife accused Ahmed of domestic violence. An October 2020 Hamtramck police report indicated that Ahmed's sister accused him of smashing a glass object next to her head and threatening to kill her. The report stated that Ahmed grabbed her phone away from her when she tried to call the police, but she was able to call the police after she left Ahmed's residence, where the incident occurred. Although police officers arrested Ahmed, his sister declined to pursue charges against him the next day. A July 2021 Hamtramck police report indicated that a good Samaritan transported Ahmed's then-wife to the police station after she was observed crying on the sidewalk outside her home. She arrived in the lobby of the police station shortly after 10:00 p.m. and informed officers that Ahmed had a history of abusive conduct with her. She reported that she was attempting to clean up a spilled beverage that night when Ahmed asked her why she was acting like a dog, struck her twice on the left side of her face, and struck her once on the right side of her face. EMS arrived and treated her injuries, but she declined to be transported to the hospital.

At an April 9, 2022 special AMDA joint meeting,[1] defendants discussed the domestic-violence allegations, including Ahmed's denial of the allegations and insistence that his ex-wife had lied. The joint committee concluded that it was unable to verify the allegations after hearing "the evidence and the statements from both sides" and was unable to reach a unanimous determination about whether the allegations were true. The committee nevertheless determined that "it would be better for AMDA and would be the single best thing" for Ahmed to work elsewhere. It was agreed that "an amicable discussion" would be had with Ahmed regarding releasing him from his duties after May 31, 2022. Ahmed maintains that, thereafter, AMDA refused to allow him to speak at an April 16, 2022 Ramadan fundraising event he was scheduled to speak at and refused to allow him to lead certain prayers.

In June 2022, AMDA's board of trustees issued a report concerning its investigation of the domestic-violence allegations against Ahmed. Consistent with its finding at the April 9, 2022 special AMDA joint meeting, the report stated the allegations "could not be proved as credible." Ahmed was not advised of AMDA's decision to release him from his duties before the July 16, 2022 AMDA joint meeting was held. At that meeting, it was determined that Ahmed would be relieved of his duties after August 31, 2022. The participants also voted to give Ahmed four months' severance pay and to require him to sign a document indicating that AMDA was immune from liability before the compensation was payable. AMDA sent Ahmed a termination letter and a settlement letter stating it would pay Ahmed a single, lump-sum payment of $11,200 if he signed AMDA's proposed settlement agreement. Ahmed did not sign the agreement and did not receive severance pay.

Thereafter, Ahmed filed a complaint against defendants alleging that they falsely told members of the Muslim community he was terminated from his position because he was not

[1] It appears from the record that the joint meeting was a meeting attended by members of the board of trustees and board of representatives.

qualified to be a religious leader at the Mosque, he was not competent to perform his job responsibilities, and he was not educated enough, which implied he did not have a high school diploma. He maintained that defendants' "defamation campaign" against him to the broader Muslim community was ongoing, and his dentist interrogated him about his qualifications as an Imam after hearing he was terminated because of his lack of education. He further alleged that he was unable to find employment as an Imam in the Muslim community because of defendants' defamation. He asserted claims alleging breach of contract (Count I), defamation (Count II), false-light invasion of privacy (Count III), intentional infliction of emotional distress (Count IV), and concert of action (Count V).

Defendants moved for summary disposition under MCR 2.116(C)(8) and (10). Relevant to this appeal, defendants argued the ecclesiastical abstention doctrine, which requires deference to a religious entity's decisions in ecclesiastical matters, compelled the dismissal of Ahmed's claims. They asserted that adjudication of Ahmed's claims necessarily involved inquiring into AMDA's investigation and resolution of the allegations against Ahmed as well as AMDA's method of evaluating the allegations, which the First Amendment prohibits. Moreover, defendants argued that Ahmed's relationship with AMDA was at-will, and the independent-contractor agreement stated that either party could terminate the agreement at any time by providing written notice.

Ahmed opposed the motion, arguing it was premature because discovery was ongoing, and the ecclesiastical abstention doctrine did not preclude courts from resolving disputes based on a contract, such as the instant case. Ahmed asserted that defendants still had not provided a reason for his termination, and they conducted an extensive investigation into the allegations against him, ultimately concluding the allegations could not be proven credible. Ahmed maintained that his contract with AMDA specifically stated AMDA could take action *only* based on the outcome of its investigation, but AMDA nevertheless terminated the contract and breached it in doing so because the contract did not permit AMDA to terminate the contract without cause. He asserted that although a court cannot substitute its opinion for that of a religious tribunal in ecclesiastical matters, this case is a contract dispute rather than a religious one, and the ecclesiastical abstention doctrine did not preclude the court's ability to adjudicate the dispute.

The trial court granted defendants' motion. First addressing Ahmed's breach-of-contract claim, the court determined that resolving the claim "would require delving into the Board of Trustees' investigation and deliberations as well as the procedure it used when determining to terminate" the independent-contractor agreement. The court opined that the First Amendment prohibited such inquiries. Regarding Ahmed's tort claims, the court found *Perrone v Bugarin*, unpublished per curiam opinion of the Court of Appeals, issued December 21, 2021 (Docket No. 356201), persuasive despite being unpublished. The court stated:

> Consistent with *Perrone*, adjudicating Plaintiff's tort claims would require this Court to inquire into the investigatory and decision-making process of AMDA's leadership for domestic violence allegations and for choosing and evaluating its leaders and teachers. It would also require the Court to evaluate the method AMDA's leadership communicated with AMDA's members. All these matters are quintessentially ecclesiastical and the Court's intrusion into them is barred by the First Amendment.

Further, the court did not find *Perrone* distinguishable on the basis that it did not involve a contract. The court stated that Ahmed failed to cite caselaw indicating that "a court may interfere in a religious organization's decision over who may serve as its spiritual leader simply because there is an employment contract," and "[t]o the contrary, federal and state courts have established a near-bright-line rule that the government, including the courts, cannot dictate to a religious organization who its spiritual leader will be." Finding that all Ahmed's claims required the court to resolve ecclesiastical questions, the court determined that the ecclesiastical abstention doctrine barred the claims and granted defendants' motion for summary disposition. This appeal followed.

II. ANALYSIS

We review de novo a trial court's decision on a motion for summary disposition. *Houston v Mint Group, LLC*, 335 Mich App 545, 557; 968 NW2d 9 (2021). Defendants moved for summary disposition under MCR 2.116(C)(8) and (C)(10). It appears that the trial court granted the motion under subrule (C)(8) on the basis that Ahmed failed to state a claim upon which relief could be granted. See MCR 2.116(C)(8). A motion under subrule (C)(8) is decided based on the pleadings alone. *Laurel Woods Apartments v Roumayah*, 274 Mich App 631, 635; 734 NW2d 217 (2007). The trial court referenced the language of the independent-contractor agreement during oral argument, but it does not appear that the court relied on any other documentary evidence in deciding the motion. If a claim is based on a contract, the plaintiff must attach a copy of the contract to the complaint, and it "becomes part of the pleadings themselves, even for purposes of review under MCR 2.116(C)(8)." *Id*. Summary disposition under subrule (C)(8) "should be granted only when the claim is so clearly unenforceable as a matter of law that no factual development could possibly justify a right of recovery." *MacDonald v PKT, Inc*, 464 Mich 322, 332; 628 NW2d 33 (2001).

"The ecclesiastical abstention doctrine arises from the Religion Clauses of the First Amendment of the United States Constitution[.]" *Winkler v Marist Fathers of Detroit*, 500 Mich 327, 337; 901 NW2d 566 (2017). The First Amendment states, "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." US Const, Am I. "The First Amendment applies to the states through the Fourteenth Amendment." *Weishuhn v Catholic Diocese of Lansing*, 279 Mich App 150, 156; 756 NW2d 483 (2008). The ecclesiastical abstention doctrine reflects the

> longstanding recognition that it would be inconsistent with complete and untrammeled religious liberty for civil courts to enter into a consideration of church doctrine or church discipline, to inquire into the regularity of the proceedings of church tribunals having cognizance of such matters, or to determine whether a resolution was passed in accordance with the canon law of the church, except insofar as it may be necessary to do so, in determining whether or not it was the church that acted therein. [*Winkler*, 500 Mich at 337-338 (quotation marks and citation omitted).]

In accordance with the ecclesiastical abstention doctrine, a court "may not substitute its opinion in lieu of that of the authorized tribunals of the church in ecclesiastical matters." *First Protestant Reformed Church of Grand Rapids v DeWolf*, 344 Mich 624, 631; 75 NW2d 19 (1956). "[A]pplication of the ecclesiastical abstention doctrine is not determined by reference to the

category or class of case the plaintiff has stated." *Winkler*, 500 Mich at 341. "Whether a claim sounds in property, tort, or tax, for instance, is not dispositive." *Id*. "What matters instead is whether the actual adjudication of a particular legal claim would require the resolution of ecclesiastical questions; if so, the court must abstain from resolving those questions itself, defer to the religious entity's resolution of such questions, and adjudicate the claim accordingly." *Id*. Notably, the ecclesiastical abstention doctrine does not divest a court of jurisdiction to hear matters involving ecclesiastical questions; instead, in exercising its jurisdiction, a court must resolve "the matter consistent with any determinations already made by the religious entity." *Id*. at 340 (quotation marks and citation omitted).

Ahmed's breach-of-contract claim alleged that AMDA violated the independent-contractor agreement by terminating it without just cause, which Ahmed asserts was required to terminate the contract. The contract stated as follows:

> If any allegation of violation of contractual agreements [sic], any activities against principles of Islam, or any activity subversive to the mission and objective of AMDA is raised against the Qa'ari Imam, the Board of Trustees will immediately initiate an investigation. The Qa'ari Imam will be subjected to the due process and will have opportunity to defend. Action will only be taken based on the outcome of the investigation and the due process.
>
> The Board of Trustee[s] shall reserve the right to cancel this contract at any time with a written notice, if there are any violation [sic] in contractual agreement, any activities against principles of Islam, or any activity subversive to the mission and objective of AMDA by the Qa'ari Imam as determined by the Board of Trustees.
>
> * * *
>
> This contract can be cancelled at any time by either party provided a written notice is served with an effective date.

Ahmed alleged in his complaint, and argues in his brief on appeal, that he never violated the contract, and the board of trustees did not determine that he violated the contract after its investigation. He asserts that the contract could not be terminated without cause.

Initially, we note that Ahmed asserted in his appellate brief that the contract contains specific language that it does not. Ahmed argued:

> Plaintiff's 2021 contract with the Defendant AMDA states, in pertinent part: " . . . The Board's right to cancel an Imam's contract is NOT a severable provision, and the contract DOES NOT allow AMDA to cancel an Imam's contract without cause." ***(See Exhibit 5, 2021 AMDA Contract)***.

As Ahmed acknowledged during oral argument, the independent-contractor agreement contains no such language. In any event, even if the contract could be terminated only with cause, Ahmed's argument is unavailing.

The trial court correctly determined that resolution of Ahmed's breach-of-contract claim would require the court to delve into ecclesiastical matters. The contract stated that the board of trustees reserved the right to cancel the contract "if there are any violation [sic] in contractual agreement, any activities against principles of Islam, or any activity subversive to the mission and objective of AMDA by the Qa'ari Imam as determined by the Board of Trustees." Although the board of trustees determined the domestic-violence allegations could not be substantiated, it may have also determined that Ahmed violated the contract or engaged in activity contrary to the principles of Islam or subversive to AMDA's mission and objective. The ecclesiastical abstention doctrine precluded the trial court from examining and second-guessing the decision of the board of trustees that it would be best for AMDA if Ahmed no longer served as an assistant Imam. "Civil courts will not enter into a consideration of church doctrine or church discipline nor will they inquire into the regularity of the proceedings of church tribunals having cognizance of such matters, since to do so would be inconsistent with complete and untrammeled religious liberty." *First Protestant Reformed Church*, 344 Mich at 632 (quotation marks and citation omitted). In accordance with the ecclesiastical abstention doctrine, the trial court properly resolved Ahmed's breach-of-contract claim consistent with the determination of AMDA's board of trustees. See *Winkler*, 500 Mich at 340.

Ahmed also argues that the trial court erred by determining that resolution of his tort claims would require analyzing questions involving religious doctrine and ecclesiastical polity. In his complaint, Ahmed alleged that defendants made statements and falsely portrayed him as an individual who lacked the education and character necessary to perform his duties as an assistant Imam and created the false impression that he engaged in criminal wrongdoing and did not follow religious teachings. He further alleged that defendants' conduct was extreme and outrageous.

To establish a defamation claim, a plaintiff must prove:

> (1) a false and defamatory statement concerning the plaintiff, (2) an unprivileged communication to a third party, (3) fault amounting at least to negligence on the part of the publisher, and (4) either actionability of the statement irrespective of special harm (defamation per se) or the existence of special harm caused by publication. [*Edwards v Detroit News, Inc*, 322 Mich App 1, 12; 910 NW2d 394 (2017) (citation omitted).]

"In order to maintain an action for false-light invasion of privacy, a plaintiff must show that the defendant broadcast to the public in general, or to a large number of people, information that was unreasonable and highly objectionable by attributing to the plaintiff characteristics, conduct, or beliefs that were false and placed the plaintiff in a false position." *Puetz v Spectrum Health Hosps*, 324 Mich App 51, 69; 919 NW2d 439 (2018) (quotation marks and citation omitted). Intentional infliction of emotional distress requires a plaintiff to prove: "(1) extreme and outrageous conduct, (2) intent or recklessness, (3) causation, and (4) severe emotional distress." *Swain v Morse*, 332 Mich App 510, 534; 957 NW2d 396 (2020) (quotation marks and citation omitted). Finally, "to establish a concert-of-action claim, a plaintiff must prove that all defendants acted tortiously pursuant to a common design that caused harm to the plaintiff." *Urbain v Beierling*, 301 Mich App 114, 132; 835 NW2d 455 (2013) (quotation marks and citation omitted).

In ruling on defendants' motion with respect to Ahmed's tort claims, the trial court relied on *Perrone*.[2] In that case, the plaintiff priest was removed from a parish because of sexual abuse allegations made against him. *Perrone*, unpub op at 1. The defendant announced the reason for the plaintiff's removal to the parish, stating that credible sexual abuse allegations had been made against the plaintiff. *Id*. at 1-2. The plaintiff filed suit, alleging defamation, intentional infliction of emotional distress, and false-light invasion of privacy. The defendant moved for summary disposition, asserting that the ecclesiastical abstention doctrine precluded the trial court from analyzing the plaintiff's claims. The trial court agreed and granted the motion. *Id*. at 2. On appeal, the plaintiff argued that the trial court was not required to determine matters involving church policy or doctrine to adjudicate his claims. *Id*. at 3. This Court disagreed, stating that whether the plaintiff could prove the falsity of the defendant's statement to the parish "turn[ed] on the manner in which the Archdiocese investigates and evaluates claims of sexual abuse made against its clergy." This Court also opined that analyzing the plaintiff's intentional infliction of emotional distress and false-light invasion of privacy claims required examining how the Archdiocese evaluated the sexual abuse allegation and the method by which the Archdiocese communicated with its parish. This Court thus upheld the trial court's determination that the ecclesiastical abstention doctrine barred the plaintiff's claims. *Id*. at 4.

In the instant case, analyzing Ahmed's defamation and false-light invasion of privacy claims would require determining the truth or falsity of defendants' alleged statements calling into question whether Ahmed was qualified to perform the duties of an assistant Imam. Ahmed alleged that defendants falsely stated he was not so qualified and lacked the character required and expected of an assistant Imam. As in *Perrone*, this Court will not second-guess a religious entity's investigation and evaluation of allegations involving its leaders or its method of communicating matters relevant to such allegations. Because Ahmed's intentional infliction of emotional distress and concert of action claims also involve evaluating defendants' decisions and method of reaching their decisions, those claims fail for the same reasons. Accordingly, the trial court did not err by granting defendants' motion for summary disposition with respect to Ahmed's tort claims.

Affirmed.

/s/ Anica Letica
/s/ Michelle M. Rick
/s/ Kristina Robinson Garrett

[2] Although unpublished decisions of this Court are not precedentially binding, MCR 7.215(C)(1), they may be instructive and persuasive. *Paris Meadows, LLC v City of Kentwood*, 287 Mich App 136, 145 n 3; 783 NW2d 133 (2010).