STATE OF MICHIGAN

COURT OF APPEALS

YUSSEF JOHNSON,

Plaintiff-Appellant,

v

COMER HOLDING LLC and CL AUTOMOTIVE LLC,

Defendants-Appellees.

UNPUBLISHED
March 9, 2010

No. 288719
Wayne Circuit Court
LC No. 07-733084-CK

Before: Hoekstra, P.J., and Stephens and M. J. Kelly, JJ.

PER CURIAM.

In this employee-employer dispute, plaintiff Yussef Johnson appeals as of right the trial court's order granting summary disposition in favor of defendants Comer Holdings LLC (Comer Holdings) and CL Automotive LLC (CL Automotive). On appeal, we conclude that the trial court properly dismissed Johnson's claims. For that reason, we affirm.

I. Basic Facts and Procedural History

A. Basic Facts

Comer Holdings and Lear Corporation (Lear) established CL Automotive as a joint venture with Comer Holdings owning a majority of the shares. In September 2006, Jason Linton and Mike Renner, who both worked for Lear, recruited Johnson to serve as an operations manager for CL Automotive's Highland Park plant.[1] At the time, Linton managed the Highland Park plant and Renner was a vice president with Lear overseeing Leer's joint ventures. Johnson eventually met with Jim Comer (Comer), who was the owner of Comer Holdings.

Comer testified at his deposition that when he acquired the predecessor of CL Automotive there were many Lear employees working at the Highland Park plant. He stated that Lear provided the employees to help with issues at the plant. However, after Comer acquired CL Automotive, he took steps to convert the Lear employees at the plant: "We review them, we

[1] CL Automotive apparently ceased operations in January 2008.

either keep them or replace them and the ones we wanted to keep, they had a choice of staying—they had no choice about being a Lear or CL employee, they became a CL Employee." Comer stated that he wanted to meet Johnson before Linton and Renner hired him. Comer, who is African-American, explained that there had been some "difficulties" at the plant, which was predominately staffed by African-Americans, and that he wanted a "diverse operations manager."

Johnson testified at his deposition that he met with Comer and that at some point he felt obliged to tell Comer that he was a Muslim. Johnson said that he felt comfortable speaking with Comer and that Comer told him not to "worry about that." Johnson also testified that Comer did not say anything offensive or inappropriate at the meeting. Johnson stated that Comer spoke of the possibility that Johnson might be able to run the plant. Comer noted that Linton would not be at the plant much longer and that he was looking for someone to "step in" and "run the place." Johnson said he asked Cromer about the timeframe for turning the operations around at the plant and Comer told him to just go in and build a relationship with the employees. Comer also told him not to worry about anyone firing him, because "I'm the only one that can fire you."

Comer testified that he told Johnson that he would be hiring him with the understanding that he wanted him to perform well and that he might have the opportunity to become the plant manger "provided he was successful in what he does." Comer stated that he also emphasized that Johnson would be working for CL Automotive; he explained that, although Renner and Linton were Lear employees, "you are hired into CL Automotive as an employee, not into Lear as a Lear employee." He said he told Johnson that any termination of employment would be done by CL Automotive.

On September 13, 2006, Johnson signed an offer of employment from CL Automotive. Under the terms of the offer, CL Automotive would hire Johnson to serve as operations manager for the Highland Park plant and pay him a salary of $90,000 per year. It was also noted in the offer that Johnson's employee status was at-will, that the length of the employment term was "unspecified," and that the relationship "may be terminated at will by either party, with or without cause or notice." Johnson completed and signed an employment application on the next day. The employment application also contained terms stating that the employment was at-will and that the employment relationship could be terminated at-will by either party with or without cause.

Johnson began working for CL Automotive on September 18, 2006. Johnson testified that, although Linton was his supervisor, as operations manager he had "overall responsibility" for the plant. He had to ensure that the product was in good quality and shipped to the customer on time. He was also responsible for ensuring that the employees had a safe work environment.

By November 2006, Linton began to send e-mails to Johnson regarding areas of concern. The areas of concern included the handling of employee relations, customer relations, and documentation. At his deposition, Johnson acknowledged the areas of concern, but noted that some of the problems were pervasive at the plant before he arrived and that he had made significant progress with areas such as the system for employee attendance points.

Teresa Williams-Johnson testified that she was the human resources manager for CL Automotive at the Highland Park plant. She stated that Johnson had inherited numerous

problems at the plant. Indeed, she stated that Johnson's predecessor was given an ultimatum and eventually left in lieu of termination. Nevertheless, she stated that she was aware that Johnson's performance had become an issue by February 2007.

In February 2007, Linton created a spreadsheet—referred to as the operations actions item list—"to identify key initiatives" for operations. According to an accompanying e-mail, Linton developed the action list because "Operations" had not identified "all [the] key activities" that needed to be implemented along with the target dates for the implementation. Linton also indicated that Johnson was to review the initiatives and provide target completion dates. Finally, Linton noted that it was hoped that the action list would "eliminate potential confusion on roles and responsibilities to ensure the most effective method of ensuring success in this role."

In March 2007, Linton created a performance improvement plan from the previous action list and sent it to Johnson. In addition to the list of performance issues contained in the earlier document, the improvement plan contained commentary regarding Johnson's handling of the issues. Johnson sent a written reply to Linton concerning the improvement plan in which he admitted that he had not been able to meet many of the listed goals. Johnson also indicated that he would not make excuses for failing to meet the goals. Linton left the Highland Park plant in April 2007.

Randall Harris testified at his deposition that he took over for Linton as plant manager. Harris said that, after he became the plant manager, he soon realized that Johnson was not performing at the level he was supposed to be performing as an operations manager. Harris consulted with Johnson and gave him notes about several areas of concern. Specifically, there were issues with scrap, employee attendance, and employee overtime.

Harris stated that, sometime in April, a customer sent written notice to CL Automotive that it had received bad parts. Harris said he spoke to Johnson about the issue and gave Johnson "clear direction" on how to ensure that "containment was put in place." However, when he later spoke with Johnson about the containment procedure, Harris said that Johnson told him that he had forgotten to implement the procedure. As a result, Harris indicated that faulty product continued to be shipped for two shifts.

Harris testified that he learned about the action performance improvement plan established by Linton and decided to meet with Johnson to again review it. Harris testified that he met with Johnson and Johnson recognized the document and agreed to it during the meeting. However, Johnson failed to meet additional deadlines for improvement after this meeting. Harris testified that he became frustrated at Johnson's failure to meet the deadlines and sent Johnson home to "think about it and come back . . . with renewed rejuvenated energy."

Johnson testified that, at a subsequent meeting, Harris accused him of making excuses for certain performance issues. Johnson stated that when he replied that he was not making excuses, Harris told him that he was going to have a "come to Jesus meeting" with him. Harris testified that, by the end of April, he had concluded that Johnson was not showing improvement and wrote a letter to Derrick McDonald, who handled human resources for Comer Holdings, wherein he recommended that Johnson's employment be terminated. Both Comer and McDonald reviewed Harris' letter and agreed with the recommendation. On April 27, 2007, Harris fired Johnson.

B. Procedural History

In December 2007, Johnson sued Comer Holdings. Johnson later amended his complaint to include CL Automotive.

In his amended compliant, Johnson alleged that Comer told him that no one other than Comer could fire him and that he could not be fired without cause. Johnson further alleged that his termination was wrongful because Comer did not fire him—Harris did—and there was no cause for his termination. Johnson further alleged that Comer Holdings and CL Automotive discriminated against him on the basis of his religion and permitted his work environment to become hostile on the basis of religion. Johnson alleged that the discriminatory treatment violated the Elliott Larsen Civil Rights Act.

In August 2008, Comer Holdings and CL Automotive moved for summary disposition of Johnson's claims. In their motion, Comer Holdings and CL Automotive argued and presented evidence that Johnson was an at-will employee and, for that reason, could properly be fired without cause. Comer Holdings and CL Automotive also argued that, even when considered in the light most favorable to him, Johnson's evidence of discrimination could not support his claim that he was fired for being Muslim or subjected to a hostile work environment on the basis of his faith. The trial court agreed and granted the motion.

The trial court entered an order dismissing Johnson's claims on October 10, 2008.

This appeal followed.

II. Just Cause Employment

A. Standard of Review

Johnson first argues that the trial court erred when it dismissed his breach of contract claim because there was evidence that Comer promised him that he would only be terminated for cause. This Court reviews de novo a trial court's decision to grant summary disposition. *Barnard Mfg, Inc v Gates Performance Eng Co, Inc*, 285 Mich App 362, 369; 775 NW2d 618 (2009).

B. Analysis

There is a presumption under Michigan law that all employment relationships are terminable at the will of either party. *Lytle v Malady (On Rehearing)*, 458 Mich 153, 163; 579 NW2d 906 (1998). However, Michigan courts have recognized that this presumption can be overcome through proof that the normal at-will employment relationship has been contractually modified. An employee may prove that the at-will relationship was contractually modified in three ways: (1) through proof of a contract provision for a definite term of employment or forbidding discharge without just cause, (2) by presenting evidence of a clear an unequivocal agreement, either written or oral, regarding job security, (3) or through evidence that the employer's policies and procedures created a legitimate expectation of job security in the employee. *Id.* at 164.

In the present case, Johnson did not present any evidence that his employment contract provided for a definite term of employment or precluded his discharge except for cause. He also did not present any evidence or rely on a claim that his employer's policies or procedures left him with a legitimate expectation of job security. Instead, during summary disposition, Johnson argued that there was evidence that established a question of fact as to whether he was orally promised that he would only be fired for cause. Specifically, Johnson cited his deposition testimony wherein he stated that, after his interview with Comer, he had the impression that he could only be fired for cause. He also cited Comer's deposition testimony wherein he stated that he told Johnson that he would be an employee of CL Automotive and that only CL Automotive could fire him. This evidence was insufficient to rebut the presumption that Johnson's employment relationship was terminable at the will of either party.

The testimony by Comer established—at best—that Comer believed that Lear could not unilaterally fire Johnson; it did not establish that Johnson could be fired only for cause. Indeed, during his deposition, Johnson never testified that Comer actually told him that he could only be fired for cause. Instead, Johnson testified that, after he asked Comer about the timeframe for turning the plant's operations around, Comer told him not to worry about that: "And I didn't understand him saying that either at the time. 'But don't worry about anybody firing you. I'm the only one that can fire you, so just go in there,' you know, 'and do what you do.'" Accordingly, when considered in the light most favorable to Johnson, the evidence does not establish that Comer made an unequivocal promise that Johnson would not be fired except for cause. *Rowe v Montgomery Ward & Co, Inc*, 437 Mich 627, 645; 473 NW2d 268 (1991) (holding that oral statements of job security must be clear and unequivocal to overcome the presumption). Rather, the evidence establishes that, if Johnson were to be fired, that decision could only be made with Comer's approval. Moreover, although Johnson did testify that he came away from the interview with the impression that he could only be fired for cause, Johnson's subjective impressions concerning his interview do not establish a clear and unequivocal agreement regarding job security. *Nieves v Bell Ind, Inc*, 204 Mich App 459, 464; 517 NW2d 235 (1994). Because Johnson failed to present any evidence to rebut the presumption of at-will employment, the trial court properly dismissed Johnson's contract claim. *Lytle*, 458 Mich at 164.

Even if the testimony cited by Johnson could be construed to establish a question of fact as to whether Johnson could only be fired for cause, it is undisputed that, after his interview with Comer, Johnson signed a letter offer and an employment application that each declared the employment relationship to be terminable at the will of either party. This Court has held that an employee cannot rely on a prior oral agreement for just-cause employment where he later signs an agreement that expressly provides for employment at-will. *Nieves*, 204 Mich App at 463; see also *Scholz v Montgomery Ward & Co, Inc*, 437 Mich 83, 93; 468 NW2d 845 (1991) (noting that any prior oral agreement was modified when the employee later signed a sign-off sheet that expressly provided for at-will employment). For that reason, even if there were a question of fact as to whether Comer promised Johnson that he would not be fired except for cause, that promise was expressly repudiated by the letter offer and employment application.

The trial court properly dismissed Johnson's contract claim.

III. Civil Rights Claims

A. Standard of Review

Johnson also argues that the trial court erred when it dismissed his claims under the Elliott-Larsen civil rights act. See MCL 37.2101 *et seq*. This Court reviews de novo a trial court's decision whether to grant a motion for summary disposition. *Barnard Mfg*, 285 Mich App at 369.

B. The Governing Law

Under the civil rights act, an employee may not be discharged or otherwise discriminated against with respect "to employment, compensation, or a term, condition, or privilege of employment, because of religion . . . ." MCL 37.2202(1)(a). A plaintiff alleging religious discrimination in violation of the civil rights act may establish a prima facie case of unlawful discrimination by presenting direct evidence that his or her employer took an adverse employment action against the employee as a result of religious bias. *Hazle v Ford Motor Co*, 464 Mich 456, 462; 628 NW2d 515 (2001). However, if there is no direct evidence that the employer's decision was motivated by an unlawful discrimination, the plaintiff must then present evidence from which a finder of fact could infer that the plaintiff was a victim of unlawful discrimination using the burden shifting approach established in *McDonnell Douglas Corp v Green*, 411 US 792; 93 S Ct 1817; 36 L Ed 2d 668 (1973). *Hazle*, 464 Mich at 462. In order to establish a prima facie case under the burden shifting approach, the plaintiff must present evidence that he or she (1) belongs to a protected class, (2) suffered an adverse employment action, (3) was qualified for the position, and (4) and the action was taken under circumstances giving rise to an inference of unlawful discrimination. *Id.* at 463. Once a plaintiff presents sufficient evidence to establish a prima facie case in this manner, a presumption of discrimination arises. *Id.* The presumption arises because it is presumed that the adverse action, if otherwise unexplained, was more likely than not based on the consideration of impermissible factors. *Id.* However, this presumption is rebuttable; if the employer presents evidence that the adverse employment action was taken for a legitimate, nondiscriminatory reason, the presumption created by the prima facie case drops away. *Id.* at 464-465. At that point, the plaintiff must present evidence from which the finder of fact could infer that the proffered reason was a mere pretext for unlawful discrimination. *Id.* at 465-466.

C. Direct Evidence

Johnson first argues that the trial court erred when it dismissed his civil rights claims because he presented direct evidence that he was unlawfully terminated because he is Muslim. On summary disposition, Johnson cited three incidents that he argues constitute direct evidence of discrimination.[2]

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[2] Johnson originally also cited an incident where an employee told him that there were pig's feet in the break room and asked him if he wanted some. However, at oral arguments on the motion
(continued…)

Johnson presented evidence that he received an e-mail message from McDonald, who was the director of human resources for Comer Holdings, which shows that he was fired based on his religion. The e-mail at issue was apparently drafted by someone other than McDonald and was forwarded to McDonald as a "chain-letter." McDonald then forwarded it to Johnson. A copy of the e-mail shows that McDonald forwarded it to nine other persons as well.

The e-mail was entitled "I don't understand it" and contained a story with a Christian theme. In the story, a small boy repeatedly refers to a biblical verse, John 3:16, in order to obtain the aid of kindly woman. After invoking the verse to gain warmth, food, and sleep, the boy exclaims that he does not understand what the verse means, but that it sure makes a poor boy warm, full, and rested. In the story, the kindly woman eventually explains the meaning of the verse and the boy immediately gives his "heart and life to Jesus." After relating the story, the author of the e-mail invites the reader to pray for the person who sent the e-mail and then forward the e-mail to ten other people, who will presumably pray for the listener.

Johnson also cited his own testimony wherein he described an incident where McDonald purportedly expressed a bias against Muslims. Johnson testified that one day he was talking with a union representative when she indicated that she had to get some medicine for McDonald, who had attended a meeting at the plant. When McDonald approached Johnson and the representative, Johnson said he jokingly told McDonald: "'I know you're not going to take, you know, her medicine.'" To which McDonald replied, "'If you was hurting like me, you know, you would take it too,' or something like that." Johnson said that, after he remarked that he would not, McDonald said: "Man, I'm hurting like a Muslim."

Johnson also argued that Harris' comment that he was going to have a "come to Jesus" meeting with Johnson shortly before Harris sought his termination was proof that Harris' decision was motivated by a religious bias. We do not agree that these incidents are direct evidence that Johnson's termination was motivated by a discriminatory animus.

Direct evidence of discrimination is evidence that, "'if believed, requires the conclusion that unlawful discrimination was at least a motivating factor in the employer's actions.'" *Hazle*, 464 Mich at 462, quoting *Jacklyn v Schering-Plough Healthcare Products Sales Corp*, 176 F3d 921, 926 (CA 6, 1999); see, e.g., *DeBrow v Century 21 Great Lakes, Inc (After Remand)*, 463 Mich 534, 538-539; 620 NW2d 836 (2001) (noting that the plaintiff's employer's statement that the plaintiff was "too old for this shit" was direct evidence of discrimination because it was made at the time the employer fired the plaintiff); *Harrison v Olde Financial Corp*, 225 Mich App 601, 608 n 7, 610; 572 NW2d 679 (1997) (holding that comments that the plaintiff was a good secretary "but the wrong color" and that the plaintiff should not be permitted to address an interviewer by his first name because the plaintiff was black are direct evidence that the decision not to hire the plaintiff was at least partially racially motivated); see also *Graham v Ford*, 237 Mich App 670, 678; 604 NW2d 713 (1999) (stating that evidence that the defendant had based job assignments and promotions on race was direct evidence that the decisions at issue were also

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(…continued)

for summary disposition, Johnson's attorney acknowledged that the employee was one of Johnson's subordinates and abandoned any reliance on that incident.

motivated by race). In this case, none of the cited evidence is direct evidence that Johnson was fired at least in part for being Muslim.

It is undisputed that Harris initiated Johnson's termination by sending a letter to McDonald requesting permission to fire Johnson. Johnson's only evidence that Harris' decision was motivated by a discriminatory animus was his testimony that Harris told him that he wanted to have a "come to Jesus" meeting with Johnson. This phrase has a neutral meaning and is commonly used to refer to a meeting where someone intends to lecture another person about some improper behavior and ask them to "shape up or ship out"; it can also refer to "dressing someone down" or calling him or her "on the carpet." Further, the context within which Harris made the statement leaves no doubt that he intended the phrase to have its commonly understood and religion-neutral meaning. Indeed, Johnson testified that he understood the phrase to generally mean that you were going to have a meeting "with someone in reference to getting something straight or what have you." Given the common understanding of this phrase and the context within which it was used, we conclude that no reasonable jury could find that the statement reflected a bias on Harris' part either in favor of Christians or against Muslims. Therefore, it is not evidence that Harris harbored a discriminatory animus and acted on that animus.

We also do not agree that McDonald's decision to forward the e-mail at issue or make the alleged "hurting like a Muslim" remark are evidence that McDonald harbored a bias against persons who are not Christian in general, or against Muslims in particular. The e-mail at issue clearly had a Christian focus and message, but it was not derogatory or demeaning towards other faiths—that is, it did not suggest that anyone adopting the message as his or her own harbored a discriminatory animus against persons of different faiths. Likewise, although one might readily conclude that it was impolite and insensitive, the act of forwarding the message to persons who are not Christian does not, by itself, suggest that the person forwarding the e-mail is biased against persons who are not Christian. Thus, even assuming that McDonald knew that Johnson was Muslim,[3] the act of forwarding the e-mail to Johnson is not evidence that McDonald had a bias against Johnson on the basis of his faith.

Lastly, although the statement that he was "hurting like a Muslim" is admittedly peculiar, it is not on its face derogatory. In addition, Johnson's testimony about the context within which McDonald purportedly made the statement does not suggest that McDonald made the statement with the intent to express a derogatory belief about Muslims. For this reason, we conclude that no reasonable jury could find from this testimony that McDonald had a predisposition to discriminate against Muslims and that this predisposition played a role in his decision to express approval of Harris' request to terminate Johnson.

For these reasons, we conclude that Johnson did not present any evidence that would require a finder of fact to conclude that the decision to terminate his employment was at least in part motivated by the fact that Johnson was Muslim. *Hazle*, 464 Mich at 462.

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[3] McDonald averred that, at the time he forwarded the e-mail message to Johnson, he did not know that Johnson was Muslim.

D. Indirect Evidence

Johnson also argues that the trial court erred to the extent that it dismissed his discrimination claims even though he established a prima facie case of discrimination using indirect evidence. In order to establish a prima facie case of discrimination, Johnson had to establish that he was a member of a protected class, suffered an adverse employment action, was qualified for the position, and that his employer took the adverse employment action under circumstances giving rise to an inference of unlawful discrimination. *Hazle*, 464 Mich at 463. In order to establish circumstances that give rise to an inference of unlawful discrimination, the plaintiff must present evidence that he or she was treated differently than similarly situated persons of a different class for the same or similar conduct. *Town v Michigan Bell Telephone Co*, 455 Mich 688, 695, 699-700; 568 NW2d 64 (1997); *Wilcoxon v Minn Mining & Mfg Co*, 235 Mich App 347, 361; 597 NW2d 250 (1999). In this case, Johnson did not present any evidence that a similarly situated employee was treated differently such that a jury could infer that the disparate treatment was the result of religious bias.

Before the trial court, Comer Holdings and CL Automotive presented evidence that Johnson was terminated for poor performance. Comer Holdings and CL Automotive presented e-mails that listed several areas of concern with Johnson's performance. The concerns ultimately caused Linton to prepare an action items list for Johnson. Although Johnson stated that he did not consider the list to be a reflection on his performance—ostensibly because it was not an evaluation or labeled as a performance improvement plan—the e-mail accompanying the list suggests otherwise. Linton indicated that he made the list because "Operations" had not identified "all [the] key activities" that needed to be implemented and instructed Johnson to review the initiatives and provide target completion dates. Linton also noted that it was hoped that the action list would "eliminate potential confusion on roles and responsibilities to ensure the most effective method of ensuring success in this role." Thus, the list and e-mail are evidence that Johnson was not meeting Linton's expectations. Further, Linton eventually relabeled the list as a performance improvement plan, which further supports the conclusion that he made the list to address perceived deficiencies in Johnson's performance.

There was also testimony—including Johnson's own testimony—that both Linton and Harris repeatedly spoke with Johnson about problems with operations. And, Harris testified that, after he took over as plant manager, he met with Johnson and reviewed the requirements on the action list, but Johnson's performance did not improve. He also testified that it was only after Johnson failed to implement a containment procedure that resulted in bad product being shipped to a customer and then failed to meet a specific deadline that he decided to request Johnson's termination. Although Johnson disputed the importance of the performance issues and whether his superiors put into place some form of formal performance improvement plan, he does not generally dispute that there were in fact areas of concern regarding the performance of his department. Thus, in order to establish his prima facie case, Johnson had to present evidence that a manager with comparable responsibilities and performance issues was treated differently than he was and that the only substantive difference was that the other manager was not Muslim.

Johnson testified that, after he missed Harris' deadline for the submission of certain documentation, Harris sent him home. Johnson noted that, in contrast to his own treatment, Harris did not discipline a different manager who also missed Harris' deadline. This testimony is insufficient to establish disparate treatment. Johnson failed to present any evidence that the other

manager held a position of authority comparable to his own or that the manager had a history of similar performance issues prior to the alleged disciplinary action. Accordingly, Johnson failed to establish facts from which a finder of fact could conclude that the difference in discipline was motivated by a discriminatory animus. See, e.g., *Town*, 455 Mich at 699-700. Therefore, Johnson failed to establish a prima facie case under the indirect method for proving unlawful discrimination. *Hazle*, 464 Mich at 463.

The trial court did not err when it dismissed Johnson's claim that he was unlawfully terminated because of his religion.

E. Hostile Environment

Finally, Johnson argues that the trial court erred when it dismissed his civil rights claim to the extent that there was a question of fact as to whether Comer Holdings and CL Automotive unlawfully permitted the environment at the plant to become hostile towards Muslims.

In order to establish a hostile environment claim, Johnson had to prove, in relevant part that he was subjected to unwelcome communication or conduct on the basis of his protected status and the unwelcome communication or conduct was intended to, or in fact did, interfere substantially with his employment or created an intimidating, hostile, or offensive work environment. *Downey v Charlevoix County Rd Comm'rs*, 227 Mich App 621, 629; 576 NW2d 712 (1998). The essence of a hostile environment claim is that one or more coworkers or supervisors create an atmosphere so infused with hostility toward members of a protected class that it essentially alters the terms and conditions of employment for members of the protected class. That is, by permitting the conduct or communications creating the hostile environment, the employer effectively makes the plaintiff's ability to endure the hostile environment a term or condition of his or her employment. *Radtke v Everett*, 442 Mich 368, 385; 501 NW2d 155 (1993). Whether the communication or conduct at issue rises to the necessary level must be "determined by whether a reasonable person, in the totality of circumstances, would have perceived the conduct at issue as substantially interfering with the plaintiff's employment or having the purpose or effect of creating an intimidating, hostile, or offensive employment environment." *Id.* at 394. Johnson failed to present evidence from which a trier of fact could conclude that he was subjected to a hostile environment based on his Muslim faith.

The only evidence that Johnson presented in support of his theory that he was subjected to a hostile work environment was the evidence concerning Harris' statement that he would have a "come to Jesus meeting" with Johnson, McDonald's "hurting like a Muslim" remark, and McDonald's act in forwarding the Christian chain e-mail. However, as noted above, the phrase "come to Jesus meeting" has a commonly understood meaning that does not implicate religious bias. Likewise, no reasonable person could conclude that McDonald's enigmatic "hurting like a Muslim" comment or his decision to forward a Christian-themed, but otherwise innocuous, e-mail infused Johnson's work environment with such hostility towards Muslims that it substantially interfered with his employment or had the purpose or effect of creating an intimidating, hostile, or offensive environment. *Radtke*, 442 Mich at 385. Because this evidence was insufficient to establish his claim that he was subjected to a hostile work environment on the basis of his Muslim faith, the trial court did not err when it dismissed his hostile environment claim.

The trial court properly granted summary disposition in favor of Comer Holdings and CL Automotive.

Affirmed. As the prevailing parties, Comer Holdings and CL Automotive may tax their costs. MCR 7.219(A).

/s/ Joel P. Hoekstra
/s/ Cynthia Diane Stephens
/s/ Michael J. Kelly