STATE OF MICHIGAN

COURT OF APPEALS

NORMAN YATOOMA, Plaintiff-Appellant,	UNPUBLISHED August 19, 2026 2:09 PM
v	No. 371595 Wayne Circuit Court
FLEMING & BOROWICZ, PLC, formerly known as FLEMING, YATOOMA & BOROWICZ, PLC, GAVIN FLEMING, and BENJAMIN BAYRAM, Defendants-Appellees.	LC No. 23-013349-NM

Before: CAMERON, P.J., and MALDONADO and WALLACE, JJ.

PER CURIAM.

Plaintiff, Norman Yatooma, appeals by right the order granting summary disposition to defendants, Fleming & Borowicz, PLC ("F&B"),[1] Gavin Fleming, and Benjamin Bayram, on plaintiff's claims of legal malpractice, breach of fiduciary duty, and tortious interference with a business relationship or expectancy. The trial court did not err in granting summary disposition because plaintiff failed to meet his burden to submit documentary evidence to rebut defendants' assertions that no genuine issues of material fact existed, and plaintiff otherwise failed to show that defendants were not entitled to judgment as a matter of law. We affirm.

I. BACKGROUND

This case arises from a 2008 loan of $1.5 million from PNC Bank that plaintiff failed to timely repay, a 2020 judgment in favor of PNC that plaintiff did not satisfy until 2023, and a 2021 offer by defendant Bayram to purchase the PNC judgment on behalf of plaintiff's brother, Jeffrey Yatooma (Jeffrey), who was defending a different lawsuit in which plaintiff was an opposing party. Plaintiff, an attorney practicing law since 1997, secured the $1.5 million loan with a commercial guaranty, and the terms provided payment was due on demand. Beginning in 2010, PNC sent

[1] The firm was formerly known as Fleming, Yatooma & Borowicz, PLC. Plaintiff's brother, Gregory Yatooma, was formerly a named member, but left the firm.

demand letters to plaintiff, but he did not repay the loan or settle with PNC. In 2012, an attorney representing the bank sent an email to plaintiff, inquiring as to whether a $250,000 settlement of the debt was an option, but also indicating that any such deal would first require defendant to send his firm's financial documents to PNC for review.[2] Plaintiff responded that such a settlement was not an option because he did not have the ability to pay that amount at that time. In 2016, PNC brought an action in federal district court against plaintiff's law firm[3] and plaintiff alleging breach of promissory note and breach of guarantee. Fleming represented plaintiff in the PNC lawsuit.

Meanwhile, in 2019, plaintiff and his brother Jeffrey jointly formed Cannabis Property Brokers, LLC, and raised $6 million with the help of an investment firm, of which plaintiff was a member.

The PNC lawsuit resulted in a 2020 judgment of over $2.1 million, which the Sixth Circuit affirmed. *PNC Bank, Nat'l Ass'n v Legal Advocacy, PC*, 841 Fed Appx 755 (CA 6, 2020).[4]

The investment firm, Value Investors, sued Jeffrey in May 2021 over a dispute arising from the above-referenced investment. Plaintiff was later added as a third-party defendant in that case and was represented by an attorney who worked with him. Bayram, who was affiliated with F&B at the time, represented Jeffrey in the Value Investors lawsuit, a fact of which plaintiff was aware given Bayram's attendance at the settlement conferences and mediation. Plaintiff did not move to disqualify Bayram. On October 15, 2021, Bayram contacted PNC's counsel via email and stated that Jeffrey desired to purchase PNC's judgment against plaintiff. PNC did not sell the judgment to Jeffrey and, as noted, resolved the matter with plaintiff in 2023.

For at least two years, plaintiff failed to satisfy the PNC judgment, and PNC's efforts to collect were unsuccessful, so the court eventually granted PNC's request for a receiver. See *PNC Bank, Nat'l Ass'n v Legal Advocacy, PC*, 626 F Supp 3d 972, 980 (ED Mich, 2022). The parties reached a settlement for over $2.5 million in 2023.

In October 2023, two years after Bayram's October 2021 email offer to purchase the PNC judgment, plaintiff filed the instant lawsuit, stating that the Michigan Rules of Professional Conduct (MRPC) would have prohibited Fleming from representing Jeffrey in the Value Investors lawsuit such that Bayram and F&B likewise were barred from representing Jeffrey. Plaintiff alleged that Bayram's conduct was "ultimately devastating" to the settlement negotiations in the

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[2] Although the email sent by PNC's attorney to plaintiff does not appear to constitute an actual settlement offer, due to the fact that it was contingent upon PNC reviewing plaintiff's firm's financial documents, for the sake of simplicity, we will refer to it as a conditional offer.

[3] Defendant's firm, Legal Advocacy, was formerly known as Norman Yatooma & Associates, PC.

[4] The Sixth Circuit's opinion in that matter, which issued September 7, 2022, indicated that plaintiff's last voluntary payment on the balance of the loan occurred in 2010. The money judgment in the amount of $2,141,524.68 entered against plaintiff and his law firm, jointly and severally, consisted of "the principal in the amount of $1,499,276.36, accrued but unpaid interest in the amount of $445,961.83, a late charge of $21,993.05, reasonable attorneys' fees of $165,450.50, non-attorney fees of $1,539.00, and other expenses of $7,117.98." *Id*. at 974.

PNC lawsuit, claiming that PNC first offered to settle for $250,000, but after Bayram's email, the settlement was over $2.5 million. Plaintiff alleged legal malpractice, breach of fiduciary duty, and tortious interference with a business relationship or expectancy.

Defendants moved for summary disposition pursuant to MCR 2.116(C)(7), (8), and (10), arguing that plaintiff had not shown the individual defendants committed legal malpractice. The motion argued that plaintiff did not allege that Fleming, with whom plaintiff had an attorney-client relationship, breached a duty or caused damages, and did not allege he had an attorney-client relationship with Bayram.

Defendants also argued that plaintiff's legal malpractice claim must fail because it was based it on an alleged breach of the MRPC, which does give rise to a cause of action for legal malpractice. Further, defendants contended plaintiff did not show any causal relationship between Bayram's email and damages. In order to prevail under this theory, defendant argued that plaintiff would have to prove that he would have been successful in compromising the PNC judgment if Bayram had not sent the October 2021 email to PNC's attorney. But, according to defendants, the evidence demonstrated that plaintiff rejected PNC's 2012 conditional offer to settle for $250,000 because he could not pay it and later filed for bankruptcy twice. Plaintiff likewise did not demonstrate that Bayram's single email, which was made *nine* years after the conditional $250,000 offer was made, influenced the negotiations to settle the PNC judgment. Defendants also relied on the doctrines of equitable estoppel and unclean hands, and maintained that the statute of limitations and laches barred plaintiff's legal malpractice claim. Finally, defendants argued plaintiff's remaining claims of breach of fiduciary duty and tortious interference with a business relationship or expectancy should be dismissed because they were merely restatements of plaintiff's legal malpractice claim. Defendants attached multiple documents and affidavits to support their motion, including an affidavit by Fleming swearing, *inter alia*, that Bayram was never an employee of F&B and never had an ownership interest in F&B.

Plaintiff's response to the motion for summary disposition argued in support of his legal malpractice claim that he had an attorney-client relationship with Fleming and F&B, as well as Bayram. It further argued Bayram should have been disqualified from representing Jeffrey, and F&B's position that Bayram was not its employee was untrue. Plaintiff argued the doctrine of equitable estoppel did not apply and defendants were attempting to confuse the issue by relying on irrelevant facts. Plaintiff contended the statute of limitations did not bar his malpractice claim given that the conduct at issue occurred within two years of the instant lawsuit. Plaintiff stated that his damages were a direct result of defendants' wrongful conduct because Bayram's interference prolonged plaintiff's settlement negotiations with PNC. Plaintiff went on to distinguish the caselaw defendants cited in support of their contention that his claims of breach of fiduciary duty and tortious interference with a business relationship or expectancy should be dismissed. Finally, plaintiff maintained that any alleged misconduct by him arose after the alleged malpractice such that the doctrine of unclean hands did not apply. Plaintiff attached nothing in support of his response.

In their reply, defendants observed that plaintiff failed to provide *any* documentary evidence in support of his stated facts and instead relied on the allegations in his complaint. Defendants pointed out plaintiff failed to allege—or sustain—any wrongful act of Fleming. Plaintiff also failed to challenge or contradict the affidavits of Fleming, Bayram, and PNC's counsel, the last of whom stated that Bayram's October 2021 email did not affect PNC's decision to seek total satisfaction of the judgment against plaintiff.

The trial court granted summary disposition for multiple reasons, including those expressed in defendants' brief supporting the motion for summary disposition. The court dismissed Fleming under MCR 2.116(C)(8) because plaintiff failed to establish how Fleming's representation disqualified Bayram from representing Jeffery or communicating with PNC's counsel. The court ruled plaintiff could not maintain a malpractice claim against Bayram because not only did plaintiff fail to allege an attorney-client relationship, he asserted that he and Bayram did not have an attorney-client relationship. The court also noted that plaintiff failed to rebut the affidavit of PNC's counsel, and could not rely on conclusory assertions in his complaint. The trial court further concluded that a violation of the MRPC did not give rise to a cause of action in legal malpractice. The court decided that the equitable estoppel doctrine barred plaintiff's malpractice claim, as did the statute of limitations. Finally, the court dismissed plaintiff's additional claims—breach of fiduciary duty and tortious interference with a business relationship or expectancy—because they were merely professional malpractice claims in disguise. Consequently, the court granted summary disposition to all parties on all claims.

II. STANDARD OF REVIEW

This Court reviews a trial court's decision on a motion for summary disposition under a de novo standard. *Yellow Tail Ventures, Inc v City of Berkley*, 344 Mich App 689, 699; 1 NW3d 860 (2022). MCR 2.116(C)(7) provides in part that summary disposition may be brought on the basis of an expired statute of limitations. In deciding a (C)(7) motion, a court considers the documentary evidence submitted by the parties and accepts the complaint's contents as true, unless they are contradicted by documentary evidence. *Soave v Dep't of Treasury*, 349 Mich App 516, 523; 28 NW3d 407 (2023). If the facts are not in dispute, whether a claim is barred by the statute of limitations is a question of law subject to de novo review. *In re Gerald L Pollack Trust*, 309 Mich App 125, 134; 867 NW2d 884 (2015). The application of equitable tolling is likewise a question of law that is reviewed de novo. *Knight v Northpointe Bank*, 300 Mich App 109, 113; 832 NW2d 439 (2013).

Summary disposition under MCR 2.116(C)(8) is appropriately granted "when the opposing party has failed to state a claim upon which relief may be granted." *Bodnar v St John Providence, Inc*, 327 Mich App 203, 212; 933 NW2d 363 (2019). "A motion under MCR 2.116(C)(8) tests the legal sufficiency of a complaint on the basis of the pleadings alone. All well-pleaded factual allegations are to be accepted as true and are to be construed in the light most favorable to the nonmoving party." *Id*. (citation omitted).

A motion for summary disposition citing MCR 2.116(C)(10) tests a complaint's factual sufficiency. *Charter Twp of Pittsfield v Washtenaw Co Treasurer*, 338 Mich App 440, 449; 980 NW2d 119 (2021). The moving party must identify and support the issues as to which it contends no genuine issue of material fact exists. *Id*., citing MCR 2.116(G)(4). The court must examine the "affidavits, pleadings, depositions, admissions, and other evidence" submitted with the motion, and must do so in a light most favorable to the nonmoving party. *Id*. (quotation marks and citation omitted). In response, the opposing party may not rely on only allegations or denials, it must provide documentary evidence supporting specific facts to demonstrate that a genuine issue of material fact exists for trial. *Id*. In cases in which the trial court considered materials outside the pleadings, including affidavits, we review the motion as having been granted under MCR 2.116(C)(10). See *Cuddington v United Health Servs, Inc*, 298 Mich App 264, 270; 826 NW2d 519 (2012).

III. ANALYSIS

Plaintiff argues the trial court erred in granting summary disposition of his claims. We disagree.

Plaintiff contends the trial court erred in dismissing his legal malpractice claims because Bayram should have been disqualified from representing Jeffrey's interest against plaintiff in the Value Investors lawsuit because Fleming represented plaintiff in the PNC lawsuit. Plaintiff's arguments do not withstand scrutiny.

In a legal malpractice action, a plaintiff has the burden of establishing four elements: "(1) the existence of an attorney-client relationship; (2) negligence in the legal representation of the plaintiff; (3) that the negligence was a proximate cause of an injury; and (4) the fact and extent of the injury alleged." *Charles Reinhart Co v Winiemko*, 444 Mich 579, 585-586; 513 NW2d 773 (1994) (quotation marks and citation omitted).

As to Fleming, plaintiff has not alleged that Fleming committed legal malpractice. Plaintiff's complaint indicates that Bayram, not Fleming, contacted PNC's counsel to offer Jeffery's purchase of the PNC judgment. Further, plaintiff does not allege that Fleming represented Jeffrey, or acted on Jeffrey's behalf. Summary disposition under MCR 2.116(C)(8) is properly granted "when the opposing party has failed to state a claim upon which relief may be granted." *Bodnar*, 327 Mich App at 212. Even construing the allegations in the complaint in the light most favorable to plaintiff, he has not alleged negligence in Fleming's legal representation of him in the PNC lawsuit. In view of that, the trial court properly dismissed the legal malpractice claim against Fleming pursuant to MCR 2.116(C)(8).

Plaintiff's legal malpractice claim also fails against Bayram because plaintiff has not alleged that he had an attorney-client relationship with Bayram, and Bayram denies that he represented plaintiff. Rather, plaintiff alleges that he had a relationship with F&B, and therefore had a relationship with Bayram. He argues Bayram should have been barred from representing Jeffery because Bayram worked with, if not for, the law firm that represented plaintiff in the PNC lawsuit. Plaintiff's argument relates more to an alleged conflict of interest, or an MRPC violation, rather than legal malpractice. Further, plaintiff failed to rebut Fleming's affidavit, which avers that Bayrum was never an employee or owner of F&B. Because plaintiff failed to demonstrate an attorney-client relationship between himself and Bayram to establish a question of material fact as to the first element of a legal malpractice action, the trial court correctly granted summary disposition to Bayram pursuant to MCR 2.116(C)(8).

Plaintiff also alleges that defendants violated the MRPC and, consequently, committed malpractice. On appeal, plaintiff cites the rule regarding conflicts of interest, MRPC 1.7. But a violation of the MRPC does not give rise to a cause of action, as expressly noted in the rule regarding the MRPC's scope:

> Failure to comply with an obligation or prohibition imposed by a rule is a basis for invoking the disciplinary process. *The rules do not, however, give rise to a cause of action for enforcement of a rule or for damages caused by failure to comply with an obligation or prohibition imposed by a rule.* In a civil or criminal action, the admissibility of the Rules of Professional Conduct is governed by the Michigan Rules of Evidence and other provisions of law. [MRPC 1.0(b) (emphasis added).]

The rule regarding the reporting of professional misconduct provides that a significant violation of the MRPC is subject to disciplinary proceedings by the Attorney Grievance Commission. MRPC 8.3(a). Further, as noted in *In re Mardigian Estate*, 502 Mich 154, 174; 917 NW2d 325 (2018) (MARKMAN, C.J., for an equally divided Court), private parties may not seek to enforce the MRPC, and a breach of the MRPC does not create a cause of action.[5]

Plaintiff argues that his claims do not rely solely on the MRPC—his claims arose when F&B took an adverse action in the PNC lawsuit while also representing plaintiff in that case. Plaintiff asserts defendants "played a shell game" by arguing that Fleming did not represent plaintiff in the Value Investors lawsuit and Bayram did not have an attorney-client relationship with plaintiff. For purposes of the conflict of interest rules, attorneys working for a single law firm are treated as one entity. MRPC 1.10(a). Again, plaintiff's argument pertains to a potential conflict of interest rather than a legal malpractice action. Plaintiff recognizes this fact when he notes that Bayram "should have been disqualified" and the offer to purchase was a "most egregious conflict of interest." Even assuming for the sake of argument that a conflict existed,[6] plaintiff has not demonstrated the second element of a legal malpractice claim—proximate cause.

Plaintiff maintains he has shown causation because defendants' alleged interference prolonged the settlement negotiations between plaintiff and PNC and the final settlement was well above the amount of the judgment. We disagree.

A claim of malpractice requires an actual injury that was caused by the malpractice. *Colbert v Conybeare Law Office*, 239 Mich App 608, 620; 609 NW2d 208 (2000). To prevail in a legal malpractice lawsuit, a plaintiff must also establish that, but for the attorney's negligence,

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[5] To be clear, this Court makes no finding on whether defendants violated any portion of the MRPC; rather, consistent with *In re Mardigian Estate*, this Court finds that allegations of a violation of the MRPC do not give rise to a claim of legal malpractice in Michigan.

[6] "It is a well-established ethical principle that an attorney owes undivided allegiance to a client and usually may not represent parties on both sides of a dispute." *Killingbeck v Killingbeck*, 269 Mich App 132, 148; 711 NW2d 759 (2005) (quotation marks and citations omitted). "The Michigan Rules of Professional Conduct (MRPC) generally prohibit an attorney from representing multiple clients when the representation of one client is directly adverse to, or may materially limit, the attorney's representation of another client." *Id.*, citing MRPC 1.7.

the outcome would have been in plaintiff's favor. *Radtke v Miller, Canfield, Paddock & Stone*, 453 Mich 413, 424; 551 NW2d 698 (1996). Generally, proximate cause is a question of fact, but the court should decide the issue as a matter of law if reasonable minds could not differ on the point. *Farmer v Christensen*, 229 Mich App 417, 424; 581 NW2d 807 (1998). To establish proximate cause, a plaintiff must demonstrate that the defendant's act was a cause in fact of the injury at issue. In other words, a plaintiff must show that but for the alleged malpractice, the plaintiff's underlying suit would have succeeded. *Manzo v Petrella*, 261 Mich App 705, 712; 683 NW2d 699 (2004). "This is the 'suit within a suit' requirement in legal malpractice cases." *Id*.

Plaintiff asserts that, but for Bayram's interference, the PNC lawsuit would have settled earlier, and would have settled for less. In support, plaintiff points to PNC's conditional offer to settle the matter for $250,000. First, plaintiff has supplied no actual evidence that such an offer was made. Defendant has attached evidence consisting of affidavits and emails indicating that an attorney representing PNC sent an email to plaintiff in 2012 asking whether a $250,000 settlement of the debt owed by plaintiff was an option and, if so, plaintiff would have to furnish certain financial statements to be evaluated by PNC. Thus, based on the evidence presented, what occurred was, at best, an offer that was contingent upon PNC's review of his law firm's financial records. Regardless, even if we treated the 2012 email as an offer to settle for $250,000, the evidence before us shows that, not only did plaintiff *reject* that offer, he did so four years before PNC filed its lawsuit, eight years before PNC obtained a $2.1 million judgment, and nine years before Bayram's inquiry about Jeffrey purchasing the judgment. Plaintiff has offered no evidence to support the notion that PNC had any incentive whatsoever to settle for $250,000 once it obtained the $2.1 million judgment.

We find this argument by plaintiff to be without merit. Paragraph 22 of plaintiff's complaint states: "Defendant Bayram's conduct was ultimately devasting to the settlement negotiations occurring in the PNC Case. While PNC Bank once offered to settle the matter for $250,000.00, it ultimately *extracted* $2,549,792.52 from Plaintiff." (Empasis added). Plaintiff insinuates that he went from negotiating a $250,000 resolution of a debt to having to pay $2,549,792.52 because of a single email Bayram sent to PNC two years before plaintiff resolved the debt. Plaintiff's argument ignores that: (1) plaintiff rejected the conditional offer in 2012; (2) PNC was forced to sue plaintiff to recover the $1.5 million loan that he failed to repay; (3) the litigation over that loan dragged on for another five years, which included an appeal to the Sixth Circuit, two attempts at filing bankruptcy, and the appointment of a receiver; (4) interest on the loan continued to accrue during the approximately 12 year period between the date of the loan and the 2020 judgment; (5) in addition to awarding interest, the federal court also awarded PNC attorney fees and late fees, and (6) judgment interest would have accrued on the more than $2.1 million judgment during the two to three years it took for plaintiff to resolve the debt after entry of judgment. His suggestion, that PNC would have accepted $250,000 or anything comparable, to satisfy the debt after all of the above occurred is unlikely and directly contradicted by the affidavit of PNC's attorney who sent a letter to plaintiff in 2016 confirming prior conversations with plaintiff indicating that the now-years-ago negotiations regarding the possible resolution of the PNC debt terminated long ago without resolution. The fact that plaintiff blames Bayram for his failure to pay his debt until approximately 10 years after ceasing payments on a seven-figure loan is likewise not only unsupported by evidence, it is rebutted by the PNC's attorney's affidavit averring that Bayram's inquiry "did not affect PNC Bank's decisions with regard to seeking total satisfaction" of the PNC judgment against plaintiff.

We also find it significant that, in support of their motion for summary disposition, defendants submitted over two dozen documents, including affidavits from PNC's counsel, Fleming, and Bayram, to support the lack of a genuine issue of material fact regarding plaintiff's claims. Plaintiff's late answer to the motion was not accompanied by any documentary evidence, not even his own affidavit, to establish a genuine issue of material fact, despite the requirements of MCR 2.116(C)(10).

"Affidavits, depositions, admissions, or other documentary evidence in support of the grounds asserted in the motion are required . . . (b) when judgment is sought based on subrule (C)(10)." MCR 2.116(G)(3). The moving party must "identify the undisputed factual issues" and produce documentary evidence to show that no genuine issue exists regarding any material fact. MCR 2.116(G)(4) and (5); *E R Zeiler Excavating Inc v Valenti Trobec Chandler Inc*, 270 Mich App 639, 644; 717 NW2d 370 (2006).

> The burden then shifts to the opposing party to establish that a genuine issue of disputed fact exists. Where the burden of proof at trial on a dispositive issue rests on a nonmoving party, the nonmoving party may not rely on mere allegations or denials in pleadings, but must go beyond the pleadings to set forth specific facts showing that a genuine issue of material fact exists. If the opposing party fails to present documentary evidence establishing the existence of a material factual dispute, the motion is properly granted." [*Koenig v City of South Haven*, 460 Mich 667, 674-675; 597 NW2d 99 (quotation marks and citation omitted).]

In reviewing a (C)(10) motion, a court must examine the pleadings, affidavits, depositions, admissions, and any other documentary evidence submitted by the parties and, drawing all reasonable inferences therefrom in favor of the nonmoving party, determine whether a genuine issue of material fact exists. MCR 2.116(G)(5); *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999); *Downey v Charlevoix Co Bd of Road Comm'rs*, 227 Mich App 621, 626; 576 NW2d 712 (1998). A genuine issue of fact exists when reasonable minds could differ as to the conclusions to be drawn from the evidence. *West v Gen'l Motors Corp*, 469 Mich 177, 183; 665 NW2d 468 (2003). Plaintiff did not present documentary evidence to create an issue on which reasonable minds might disagree.

Accordingly, plaintiff simply has not demonstrated that, but for Bayram's alleged malpractice, the PNC settlement amount would have been smaller or that it would have occurred sooner. See *Manzo*, 261 Mich App at 712. Because plaintiff has not established the elements of a legal malpractice claim, the trial court properly granted summary disposition. In light of that conclusion, we decline to address the parties' arguments regarding the statute of limitations, equitable estoppel, and the unclean hands doctrine.

Finally, plaintiff maintains that the trial court erred in dismissing his claims for breach of fiduciary duty and tortious interference. The trial court dismissed those claims because they were merely additional professional malpractice claims by another name. When reviewing a plaintiff's complaint, courts should "disregard the labels given to the claims and instead read the complaint as a whole, seeking the gravamen of the claims." *Trowell v Providence Hosp and Med Ctrs, Inc*, 502 Mich 509, 519; 918 NW2d 645 (2018). The court is not obliged to adhere to the labels chosen by parties for their claims, but should look beyond the labels to determine the claims' exact nature. *Zelasko v Charter Twp of Bloomfield*, 347 Mich App 141, 159; 14 NW3d 441 (2023).

Plaintiff's complaint alleged defendants breached their fiduciary duty by representing Jeffrey when Fleming had represented plaintiff in the PNC case. Plaintiff also alleged defendants interfered with plaintiff's business relationship or expectancy when Bayram contacted PNC's counsel to offer to purchase the PNC judgment. The gravamen of both of those claims is that defendants failed to meet the standard of care of an attorney in sending the email offer to purchase. Those claims rely on the same alleged relationships and the same conduct that plaintiff alleged in the legal malpractice claim. Because the additional allegations are duplicative of that claim, they sound in legal malpractice. We are not bound by the alternative labels plaintiff attached to the latter claims. *Trowell*, 502 Mich at 519; *Zelasko*, 347 Mich App at 159. Plaintiff's claims arose from defendants' alleged failure to protect his interests in the PNC case and he alleges defendants failed to represent him adequately. That claim sounds in malpractice, not breach of fiduciary duty or tortious interference. As the prevailing parties, defendants-appellees are entitled to tax costs. MCR 7.219.

Affirmed.

/s/ Thomas C. Cameron
/s/ Allie Greenleaf Maldonado
/s/ Randy J. Wallace