STATE OF MICHIGAN

COURT OF APPEALS

ARUN GULATI, Plaintiff-Appellee,	UNPUBLISHED August 20, 2026 1:29 PM
v	No. 372556 Wayne Circuit Court LC No. 21-012078-CZ
WAYNE COUNTY EMPLOYEES' RETIREMENT SYSTEM, Defendant, and WAYNE COUNTY AIRPORT AUTHORITY DEFINED BENEFIT PLAN and WAYNE COUNTY AIRPORT AUTHORITY, Defendants-Appellants.	
ARUN GULATI, Plaintiff-Appellee,	
v	No. 372566 Wayne Circuit Court LC No. 21-012078-CZ
WAYNE COUNTY EMPLOYEES' RETIREMENT SYSTEM, Defendant-Appellant, and WAYNE COUNTY AIRPORT AUTHORITY DEFINED BENEFIT PLAN and WAYNE COUNTY AIRPORT AUTHORITY,	

Defendants.

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

PER CURIAM.

In these consolidated appeals,[1] defendants appeal as of right the trial court's order denying defendants' motions for summary disposition under MCR 2.116(C)(8) (failure to state a claim) and (10) (no genuine issue of material fact), granting summary disposition to plaintiff under MCR 2.116(I)(2) (opposing party entitled to summary disposition), and awarding plaintiff money damages. We vacate the portion of the trial court's order awarding plaintiff money damages, reverse its summary-dispositional rulings, and remand for further proceedings.

I. FACTUAL AND PROCEDURAL BACKGROUND

The general underlying facts of this case are undisputed. Plaintiff was an at-will employee of defendant, the Wayne County Airport Authority (WCAA). At the time of his termination, plaintiff was 57 years old and had accrued slightly more than 20 years of service with the WCAA. He was a member of the WCAA's Defined Benefit Plan, which was administered by defendant, the Wayne County Employees' Retirement System (the Retirement System).

The WCAA also has a Summary of Benefits document applicable to at-will employees. The Defined Benefit Plan Document (the Plan) establishes the eligibility requirements for employees seeking their retirement pensions for normal retirement. Relevant here, an employee qualifies for normal retirement after either (1) accruing 20 or more years of service by age 60, or (2) attaining eight or more years of service by age 65. It is undisputed that plaintiff did not qualify for normal retirement when his employment ended because, although he had attained more than 20 years of service, he had not reached age 60.

Section 1-19 of the Plan provides that a member who "ceases to be a member for a reason other than death or retirement" becomes a "vested deferred member." The Plan further provides that vested deferred members "may retire upon meeting the service and age requirements for normal retirement specified by the member's coverage group."

The Plan, however, does not specify when a vested deferred member who separates from employment before satisfying the normal-retirement requirements may begin receiving pension benefits. That issue is addressed in plaintiff's retirement plan—WCAA's Retirement Plan #5A (Plan #5A)—which is summarized in the Summary of Benefits. Like the Plan, employees seeking normal retirement under Plan #5A must attain, relevant here, either 20 years of service and age 60 or eight years of service and age 65. It also provides a separate provision governing "deferred retirement," including that "[u]pon completion of eight (8) years of credited service, an employee will be eligible to retire, but the payment of retirement benefits will begin at age sixty-five (65)

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[1] *Gulati v Wayne Co Employees' Retirement Sys*, unpublished order of the Court of Appeals, entered September 25, 2024 (Docket Nos. 372556 and 372566).

regardless of whether the employee retired prior to age sixty-five (65)." The deferred retirement provision contains no similar language for employees who have accrued more than 20 years of service before separating from employment.

In 2020, plaintiff asked the Retirement System when he would be eligible to receive his pension benefits. The Retirement System informed him that, because he was a vested deferred member, he qualified only for a vested deferred benefit payable when he reached age 65. Plaintiff appealed this determination to the Retirement Commission, arguing that the Summary of Benefits did not control, and that, under the Plan, he was entitled to begin receiving benefits at age 60. The Retirement Commission denied his appeal, concluding that plaintiff, as a vested deferred member, was not entitled to receive his pension benefits before age 65 under the Summary of Benefits.

Plaintiff then filed suit alleging breach of contract. Defendants moved for summary disposition, arguing that the governing plan documents unambiguously established that plaintiff was not entitled to pension benefits until age 65. The trial court denied defendants' motions and granted summary disposition to plaintiff.[2] It reasoned that the Plan and the Summary of Benefits were poorly drafted and construed any ambiguity against the drafters. It awarded plaintiff $214,058.90 for the retirement benefits that had accrued since he turned 60. Defendants now appeal.

II. STANDARDS OF REVIEW

We review the trial court's decision on a motion for summary disposition de novo. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159; 934 NW2d 665 (2019).

> A motion under MCR 2.116(C)(8) tests the legal sufficiency of a claim based on the factual allegations in the complaint. When considering such a motion, a trial court must accept all factual allegations as true, deciding the motion on the pleadings alone. A motion under MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery.
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> A motion under MCR 2.116(C)(10), on the other hand, tests the factual sufficiency of a claim. When considering such a motion, a trial court must consider all evidence submitted by the parties in the light most favorable to the party opposing the motion. A motion under MCR 2.116(C)(10) may only be granted when there is no genuine issue of material fact. A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds might differ. [*Id*. at 159-160 (quotation marks, emphasis, and citations omitted).]

We also review issues of contract interpretation de novo. *Kendzierski v Macomb Co*, 503 Mich 296, 302; 931 NW2d 604 (2019).

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[2] The trial court granted summary disposition under MCR 2.116(C)(10) to the Wayne County Airport Authority Benefit Plan because it was not "a judicial entity."

A circuit court's review of an administrative agency's decision is "limited to determining whether the decision was supported by competent, material, and substantial evidence on the whole record, was arbitrary or capricious, or was clearly an abuse of discretion." *Romulus v Mich Dep't of Environmental Quality*, 260 Mich App 54, 62-63; 678 NW2d 444 (2003). "Evidence is competent, material, and substantial if a reasoning mind would accept it as sufficient to support a conclusion." *Id*. at 63. "Courts should accord due deference to administrative expertise and not invade administrative fact finding by displacing an agency's choice between two reasonably differing views." *Id*. (quotation marks and citation omitted).

III. ANALYSIS

Defendants argue the trial court erred by denying their motions for summary disposition and granting summary disposition to plaintiff because the applicable contracts did not entitle him to start receiving his pension until he turned 65. We agree.

"This Court's goal in interpreting a contract is always to ascertain and give effect to the intent of the parties as reflected in the plain language of the contract." *Patel v FisherBroyles, LLP*, 344 Mich App 264, 271-272; 1 NW3d 308 (2022). "The words of a contract are interpreted according to their plain and ordinary meaning, and this Court gives effect to every word, phrase, and clause while avoiding interpretations that would render any part of the document surplusage or nugatory." *Id*. at 272 (quotation marks and citation omitted). "An unambiguous contract term must be enforced as written unless contrary to public policy." *Id*. "A contract is ambiguous if it allows two or more reasonable interpretations, or if the provisions cannot be reconciled with each other." *Woodington v Shokoohi*, 288 Mich App 352, 374; 792 NW2d 63 (2010). "If the contract, although inartfully worded or clumsily arranged, fairly admits of but one interpretation, it is not ambiguous." *Id*. "[I]f a contract incorporates another document by reference, the two writings should be read together." *Patel*, 344 Mich App at 280 (quotation marks and citation omitted). In such situations, the documents must be read together to determine the parties' intent. *Id*.

Section 1-18 of the Plan establishes the eligibility requirements for normal retirement. Relevant here, a WCAA employee qualifies for normal retirement upon completing 20 years of service and attaining age 60. It is undisputed that plaintiff was only 57 years old when his employment ended and was therefore not eligible for normal retirement under Section 1-18.

Plaintiff likewise did not satisfy the requirements for normal retirement under the Plan's provisions governing vested deferred members. Section 1-9 of the Plan provides that a vested deferred member may retire normally if the member "meets the requirements for normal retirement, *prior to the selected date of retirement*" applicable to their coverage group. Here, the "selected date of retirement" is the date of plaintiff's termination. Because plaintiff was only 57 when he was terminated, he did not meet the requirements for normal retirement under Section 1-9. Relatedly, Section 1-19 of the Plan provides that a vested deferred member may retire normally "upon meeting the service and age requirements for normal retirement specified by the member's coverage group." These provisions make clear that vested deferred status does not eliminate the age and service requirements for normal retirement. Rather, a vested deferred member may retire normally only after satisfying those requirements. Because plaintiff was 57 on his selected date of retirement, he had not yet met the age requirements for normal retirement.

Section 1-19 refers to the member's "coverage group," which it defines as "a group of individuals for the purpose of determining the benefits provided to the individuals under the collective bargaining agreement or benefit plan document." Plaintiff is a member of Plan #5A.[3] It is under this plan that the specifics of his benefits are determined. In other words, plaintiff belongs to the coverage group of individuals who elected Plan #5A. Therefore, his retirement benefits are determined by the provisions governing Plan #5A.

The Summary of Benefits lists several retirement options, including Plan #5A. Like the Plan, normal retirement under Plan #5A requires, relevant here, 20 years of service and attainment of age 60. Unlike the Plan, Plan #5A also provides an additional provision for deferred retirement. Under that provision, an employee whose employment terminates before becoming eligible for normal retirement, but who has completed at least eight years of service, is eligible for deferred retirement benefits beginning at age 65. The provision contains no alternative eligibility schedule based on different service- and age-combinations like there is for normal retirement.

The language here is not ambiguous, nor does it conflict with the Plan, because the Plan does not have any provisions specifically addressing deferred retirement. The plain and ordinary meaning of the Plan and Summary of Benefits, when read together, supports the Retirement Commission's determination that plaintiff is not entitled to begin receiving his pension benefits until he turns 65. *Patel*, 344 Mich App at 272, 280. Because there was sufficient evidence to support the Retirement Commission's determination, the trial court erred by failing to "accord due deference to administrative expertise" on the basis of its different interpretation. *Romulus*, 260 Mich App at 63. Accordingly, the trial court erred by failing to respect the Retirement Commission's determination on the basis of its different view that plaintiff was eligible for benefits beginning at age 60. Defendants were entitled to summary disposition because the unambiguous contract language establishes that plaintiff's pension benefits did not commence until age 65. For the same reason, he was not entitled to recover damages based on the alleged failure to pay pension benefits beginning at age 60.[4]

Reversed and remanded for further proceedings. We do not retain jurisdiction.

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

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[3] Although the Plan references these coverage groups, it does not contain the specific provisions of plaintiff's coverage group, Plan #5A. The Summary of Benefits, on the other hand, does detail the specific provisions of Plan #5A, and plaintiff has provided no other documentation to this Court that details the provisions of his coverage group.

[4] Because the plain language of the contracts demonstrates that plaintiff was not entitled to his pension benefits until he turned 65, we need not address defendants' remaining appellate arguments.