

## Corporate & Financial Weekly Digest

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### **Tortious Interference Claim Fails Without Showing of Improper Means**

Plaintiff, a distributor of motors and related products to automotive original equipment manufacturers and suppliers throughout the Midwest, brought claims against defendant, a manufacturer with whom plaintiff had a non-exclusive distribution agreement. Plaintiff claimed that defendant's direct sale to plaintiff's customers constituted, among other things, tortious interference with plaintiff's business relationships.

The lower court granted defendant's summary judgment motion, and the Sixth Circuit affirmed. The Sixth Circuit found that where, as here, defendant had a "legitimate interest, economic or otherwise, in the contract or expectancy sought to be protected, then the plaintiff must show that the defendant employed improper means in seeking to further only his own interests." Because the distribution agreement did not preclude defendant from making direct sales to plaintiff's customers, no liability for tortious interference could arise. (*Universal Electric Products Co., Inc. v. Emerson Electric Co.*, 2010 WL 2925930 (6th Cir. July 27, 2010))

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