

**IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS
CIVIL DIVISION**

DR. WILLIAM HUSEL,	:	
	:	
Plaintiff,	:	CASE NO. 19 CV 10311
	:	
vs.	:	JUDGE MCINTOSH
	:	
MOUNT CARMEL HEALTH SYSTEM,	:	
<i>et al.</i> ,	:	
	:	
Defendants.	:	

**DECISION AND ENTRY ON
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
(FILED JUNE 30, 2023)

MCINTOSH, J.

This matter is now before the Court upon Defendants', Mount Carmel Health System, Trinity Health Corporation, and Edward Lamb (collectively "Defendants"), Motion for Summary Judgment ("MSJ") filed on June 30, 2023. On August 11, 2023, Plaintiff Dr. William S. Husel ("Dr. Husel") filed a Memorandum in Opposition ("Memo Contra"). On September 1, 2023, Defendants file a Reply.

On October 20, 2023, an Evidentiary Hearing was held before the Court and oral arguments were presented by both parties in support of their summary judgment positions. The Court will refer to the arguments raised at the Hearing and in the Motions as "Defendant's Requests" and "Plaintiff's Responses" throughout this decision.

STATEMENT OF FACTS

On December 26, 2019, Dr. Husel filed a Complaint with one claim for defamation against Defendants, Mount Carmel Health System ("MCHS"), Trinity Health Corporation ("TH"), and

Edward Lamb (“Mr. Lamb”), (collectively "Defendants"), and one claim for breach of contract against MCHS. This decision will address both counts from Dr. Husel’s Complaint.

From 2013 until late 2018, Dr. Husel practiced in MCHS’s intensive care unit. His practice involved getting critically ill patients on the road to recovery, or stabilization. On occasion, a patient would be too ill to recover and, in some of those cases, medical staff would be instructed to withdraw life-supportive care and allow the patient to expire naturally (a “Terminal Withdrawal”). Terminal Withdrawal is a painful experience, characterized by an extreme shock to the body. The process to administer medication during Terminal Withdrawal requires an individualized assessment with respect to patient needs and desires. Dr. Husel was responsible for overseeing Terminal Withdrawals at MCHS and ordering varying dosages of pain medication following the individualized assessment of the patient.

In October and November 2018, MCHS received three internal reports that Dr. Husel had prescribed unusually large doses of pain medication to patients during palliative extubations, in which breathing tubes are removed from critically ill patients. Dr. Larry Swanner, MCHS's Vice President of Medical Affairs, elevated the first two reports for a process known as “peer review,” in which a panel of physicians investigates the events, and he initiated his own investigation. Dr. Swanner initially consulted several colleagues, who all agreed that Dr. Husel's dosing was outside normal practice and merited peer review. After receiving a third report, Dr. Swanner consulted with Dr. David Ralston, Medical Director of the ICU at Mount Carmel West, who concluded Dr. Husel’s dosing was atypical.

On November 26, 2018, after removing Dr. Husel from the ICU schedule, Drs. Swanner and Ralston met with Dr. Husel. At that meeting, Dr. Husel acknowledged his dosing was outside the norm, and agreed to discontinue the practice, but also claimed the medications were necessary

for patient comfort. Dr. Husel stated that he had done independent research on the subject of dosages and believed there was support for the levels he used for pain prevention in the context of providing comfort care for end-of-life withdrawal.

Afterwards, Dr. Daniel Roth, Executive Vice President and Chief Clinical Officer for TH, became involved in the investigation, and record searches identified several additional patients to whom Dr. Husel had provided potentially excessive medication. He identified Dr. Rosalie Tocco-Bradley, Chief Clinical Officer for TH Michigan and a senior anesthesiologist, to conduct an additional review of the treatment of five of those patients. Dr. Tocco-Bradley produced a report indicating that Dr. Husel's doses were significantly excessive and potentially fatal. Dr. Tocco-Bradley's finding concurred with the opinions of every other physician Dr. Swanner consulted. Thereafter, Dr. Husel's hospital privileges were abruptly suspended.

Dr. Husel's employment was terminated shortly after. As required by law, MCHS informed the State Medical Board of Ohio ("Medical Board"), the Ohio Board of Nursing ("OBN"), the Ohio Board of Pharmacy ("Pharmacy Board"), the Ohio Department of Health, the Joint Commission, the Centers for Medicare and Medicaid Services ("CMS") and the National Practitioner Data Bank ("NPDB") of its investigation and actions regarding Dr. Husel. MCHS also notified the Franklin County Prosecuting Attorney of its investigation.

In mid-December 2018, MCHS adopted new policies to supplement the existing Palliative Care Withdrawal Guidelines, Pharmacy IV Guidelines, and Medication Administration and Self-Administration Guidelines. The new policies, which amended existing policies regarding dosing of a variety of pain medications, were developed and recommended by physician, nursing, and pharmacy leaders and approved by the Medical Executive Committee.

Meanwhile, TH retained a national communications firm to recommend a strategy to inform Defendants' employees and the community about their investigation. Defendants also notified the families of Husel's patients of the investigation in late December 2018 and early January 2019.

On January 14, 2019, WBNS-TV broke the news that the first of twenty-eight medical malpractice lawsuits naming Dr. Husel, as well as Defendants, and detailing the allegations that Husel had killed at least one of his patients with excessive pain medication. Defendants made their first public statement later that day, announcing their investigation into an unnamed physician's significantly excessive and potentially fatal medication dosing.

Also in January 2019, the Medical Board, which regulates Ohio physicians, suspended Husel's medical license based on "clear and convincing evidence" he had violated three Sections of the O.R.C. and its finding that his "continued practice presents a danger of immediate and serious harm to the public." Def. MSJ, Ex. 13: 1/25/19 Notice of Summary Suspension. The Medical Board also determined Dr. Husel's conduct and/or omissions "were in bad faith, and/or outside the scope of [his] authority, and/or not in accordance with reasonable medical standards." *Id.* The Medical Board noted it would decide whether to permanently revoke Dr. Husel's medical license after a hearing at which Dr. Husel could present evidence. *Id.*

In mid-2019, the OBN conducted its own investigations and hearings into twenty-five nurses reported by MCHS for their involvement in the patient care. During the OBN hearings, both the OBN and the nurses presented expert and lay testimony. In its reports and recommendations addressing the nurses who were subject to the hearings, the OBN concluded Husel's dosing practice was "potentially harmful" and capable of causing death. Of the twenty-five nurses who received hearings, twenty-three were disciplined, and one died before her review was completed. Two nurses appealed their disciplines, with one OBN order

being affirmed in March 2022 and the other appeal was pending as of June 2023. Def. MSJ, Exs. 16, 17: Decision Affirming OBN Order.

On July 11, 2019, Defendants announced that their investigation was complete and their decision to terminate a number of employees. Def. MSJ, Ex. 30: Written Statements Made By Defendants, at 11-13. Dr. Husel elected to voluntarily relinquish his medical license, failing to contest the Medical Board's findings regarding his care of patients.

As a preliminary matter, Plaintiff and Defendants do not agree on the number of published statements at issue or the context in which the statements were made in relation to the defamation claim. Specifically, Plaintiff alleges there are approximately twenty-eight (28) statements at issue which were made by Defendants between January 2018 and July 2019. Joint Pretrial Statement, filed 9/29/23; Amended Joint Pretrial Statement, emailed to the Court 1/14/25. Plaintiff alleges these twenty-eight statements constitute defamation based on the following: (1) Defendants' statements were fact, not opinion; (2) Defendants' statements were false; (3) Defendants' statements were defamatory *per se*; (4) Defendants' statements were negligent and the proper standard for evaluation of liability in this matter is negligence as opposed to actual malice; and (5) Plaintiff suffered harm as a proximate result of Defendants' publication of the statements. *Id.*

Defendants allege there are eleven (11) statements at issue which were made by them between January 2018 and February 2019. *Id.* Defendants allege these eleven statements do not constitute defamation based on the following: (1) Defendants' statements were not materially false; (2) Defendants' statements were constitutionally protected statements of opinion; (3) Plaintiff's defamation lawsuit is untimely and time barred by the statute of limitations; (4) Defendant's statements were not published with actual malice or negligence;

and (5) Defendants' statements were not the proximate cause of Plaintiff's alleged harm to his reputation or Plaintiff's alleged damages. *Id.*

Upon review of the evidence and record, the Court renders the following determination regarding Defendants' Requests for Summary Judgment as a matter of law.

STANDARD OF REVIEW

Summary judgment under Ohio Civil Rule 56(C) is a procedural device designed to terminate litigation when there is no need for a formal trial. *See Norris v. Ohio Std. Co.*, 70 Ohio St. 2d 1 (1982). Under Civ. R. 56(C), summary judgment is proper when “(1) [n]o genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.” *Temple v. Wean United, Inc.*, 50 Ohio St. 2d 317, 327 (1977).

Where the moving party meets its initial burden, the nonmoving party has a reciprocal burden outlined in Civ. R. 56(E). Civ. R. 56(E) provides that when a motion for summary judgment is otherwise properly supported under division (C), “an adverse party may not rest upon the mere allegations or denials of the party's pleadings, but the party's response, by affidavit or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the party does not so respond, summary judgment, if appropriate, shall be entered against the party.” *See e.g. Wing v. Anchor Media, Ltd. of Texas*, 59 Ohio St. 3d 108, paragraph three of the syllabus (1991). Trial courts should award summary judgment with caution, being careful to resolve doubts and construe evidence in favor of the nonmoving party.

Murphy v. Reynoldsburg, 65 Ohio St. 3d 356, 359 (1992). Nevertheless, summary judgment is appropriate where a party fails to produce evidence supporting the essentials of its claim.

LAW AND ANALYSIS

I. Defendants’ Motion for Summary Judgment on Count I of Dr. Husel’s Complaint for Defamation is DENIED.

Defamation occurs when a false statement published by a defendant is “made with some degree of fault, reflecting injuriously on a person’s reputation, or exposing a person to public hatred, contempt, ridicule, shame or disgrace, or affecting a person adversely in his or her trade, business or profession.” *Gilson v. Am. Inst. of Alternative Med.*, 10th Dist. No. 15AP-548, 2016-Ohio-1324, ¶ 37, 62 N.E.3d 754, 769-770, citing *Jackson v. Columbus*, 117 Ohio St.3d 328, 2008-Ohio-1041, ¶ 9 (citations omitted).

Defamation includes both libel and slander; libel refers to written or printed defamatory words, while slander refers to spoken defamatory words. *Woods v. Capital Univ.*, 10th Dist. No. 09AP-166, 2009-Ohio-5672, ¶ 27. To establish defamation, whether slander or libel, Dr. Husel must show “(1) that a false statement of fact was made, (2) that the statement was defamatory, (3) that the statement was published, (4) that the plaintiff suffered injury as a proximate result of the publication, and (5) that the defendant acted with the requisite degree of fault in publishing the statement.” *Am. Chem. Soc. v. Leadscope, Inc.*, 133 Ohio St.3d 366, 2012-Ohio-4193, 978 N.E.2d 832, ¶ 77 (citations omitted).

Additionally, as discussed in more detail under the fourth element for defamation, “In Ohio, in a case involving a private person who was allegedly defamed in a statement about a matter of public concern, the plaintiff “has the burden of proving both that the statement was false and [that] the defendant was at least negligent in publishing it.”” *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 8 citing *Dale v. Ohio Civil Serv. Emps. Assn.*,

57 Ohio St.3d 112, 114, 567 N.E.2d 253 (1991), citing *Lansdowne v. Beacon Journal Publishing Co.*, 32 Ohio St.3d 176, 512 N.E.2d 979 (1987) (plurality opinion). “Moreover, the negligence must be proved by clear and convincing evidence.” *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 8 citing *Lansdowne* at 180. In civil cases, “[c]lear and convincing evidence is that measure or degree of proof which is more than a mere “preponderance of the evidence,” but not to the extent of such certainty as is required “beyond a reasonable doubt” in criminal cases, and which will produce in the mind of the trier of facts a firm belief or conviction as to the facts sought to be established.” *Cross v. Ledford*, 161 Ohio St. 469, 469, paragraph 3 of the syllabus, 120 N.E.2d 118 (1954).

Now, Defendants move for summary judgment by arguing Dr. Husel has the burden of proof in this matter and arguing Dr. Husel cannot establish the elements for his defamation claim. With this framework, the Court will review arguments of the parties and each element of Plaintiff’s defamation claim in turn.

1. False Statement

Under the first element of Plaintiff’s defamation claim, Dr. Husel must prove that Defendants made a false statement about him. *Am. Chem. Soc.*, ¶ 77; *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 9. As mentioned, Plaintiff identified twenty-eight (28) published statements made by Defendants as the basis for the defamation claim. Joint Pretrial Statement, filed 9/29/23; Amended Joint Pretrial Statement, emailed to the Court 1/14/25. However, Defendants only identified eleven (11) published statements as a potential basis for the defamation claim. *Id.* As such, the Court will do its best to generally address the first element of Plaintiff’s defamation claim, as the specific statements at issue have not been narrowed by the parties for the Court’s consideration.

Under Ohio law, falsity is an essential element of defamation and a true statement cannot be the basis for a libel or slander action. *See generally, Boddie v. Landers*, 10th Dist. Franklin No. 15AP-962, 2016-Ohio-1410, ¶ 23 (citations omitted). “Where the record reveals that the published reports were accurate or substantially true, a plaintiff fails to establish a prima facie case of libel.” *Id.* “It is sufficient [in defending against a defamation action] to show that the imputation is substantially true, or as it is often put, to justify the ‘gist,’ ‘the sting,’ or the substantial truth of the defamation.” *Id.*

In Defendants’ Requests for Summary Judgment, Defendants argue Plaintiff cannot establish the first element of defamation for the eleven (11) identified statements because these statements were substantially true and were not materially false. Defendants also argue Plaintiff cannot prove the falsity of these statements. Defendants emphasize the legal principle that truth is a complete defense to defamation pursuant to R.C. 2739.02; and Dr. Husel bears the burden to prove any material falsity within the eleven (11) identified statements. *See Philadelphia Newspapers v. Hepps*, 475 U.S. 767, 775. Furthermore, Defendants argue no defamation exists in this case because the published statements were merely the accurate reports of their initial findings and ongoing investigations into Dr. Husel’s patient care. Thus, Defendants argue Plaintiff cannot satisfy his burden of proof and Dr. Husel cannot show any of the published statements were false.

Next, Defendants highlight that the published statement that, Dr. Husel ordered “significantly excessive” and “potentially fatal” doses that “went beyond providing comfort” to certain patients, was not materially false. Def. MSJ, pg. 8-9. Defendants argue they purposefully used qualified phrases and qualifiers such as “excessive”, which by definition means “going beyond the usual, necessary, or property limit or degree”, because such qualifiers on their face were true, especially when compared to the range of dosing recommended by fentanyl’s

manufacturer and the FDA. *Id.*; Dictionary.com/browse/excessive. Furthermore, Defendants argue their use of qualified phrases was truthful and appropriate due to the Medical Board’s finding that Dr. Husel’s dosing was “inappropriate and excessive” for several patients; and due to OBN’s finding that Dr. Husel’s dosing was outside the standard of care and “far in excess of any dosage required to [provide analgesic relief or comfort].” Def. MSJ, pg. 9.

Alternatively, even if the Court held that some of Defendants’ statements were not actually “facts”, Defendants argue their statements still do not constitute defamation against Plaintiff because the statements were constitutionally protected “opinions.” Defendants cite *Wampler* which states, “[A]n opinion as a matter of law cannot be proven false” and it is “accorded absolute immunity from liability under the First Amendment.” *Wampler v. Higgins*, 93 Ohio St.3d 111, 127 n. 8 and 4. To determine whether an alleged defamatory statement is “fact” or “opinion”, trial courts apply the *Scott* four-part test: the specific language used, whether the statement is verifiable, the general context of the statement, and the broader context in which the statement appeared. *Scott v. News-Herald*, 25 Ohio St.3d 243, 250, 496 N.E.2d 699 (1986).

Defendants argue they purposefully used qualifiers to signal that the statements were “opinions.” Specifically, Defendants argue the qualifiers of “significantly” and “potentially” were used because they were not precise in nature. Defendants argue these qualifiers were undeniably expressions of medical opinion or general opinion. Similarly, Defendants argue the terms “heartbreaking” and “tragedy” were used and constitute protected statements of opinion because these terms are immeasurable and unquantifiable, unlike statements of fact. Thus, Defendants argue none of their published statements constitute defamation or attribute liability on their part.

Overall, Defendants contend that they are entitled to summary judgment on the first element of defamation because Plaintiff cannot prove the falsity of their statements and the

statements were substantially true. Alternatively, Defendants contend they are entitled to summary judgment on this first element because their statements were constitutionally protected opinion, which cannot be proven false or used as a basis for defamation.

In Plaintiff's Responses, Plaintiff argues Defendant cannot meet the summary judgment standard for the first element of defamation because the twenty-eight (28) statements identified by Plaintiff were unequivocally expressions of fact, not opinion; and the statements were also false. To begin, Plaintiff argues the standard to determine whether a statement is "fact" or "opinion" is based on the reasonable reader. *McKimm v. Ohio Elections Comm.*, 89 Ohio St.3d 139, 144-145, 729 N.E.2d 364 (2000). Under the reasonable-reader standard, Plaintiff argues the law charges the author of an allegedly defamatory statement with liability, regardless of the author's subjective interpretation or intent. *Id.* Plaintiff further argues a totality of the circumstances analysis is must be applied in this instance. Plaintiff also references the four-part test used in *Scott* and *Vail* to evaluate whether a statement is fact or opinion. *Scott*, 250; *Vail v. Plain Dealer Publishing Co.*, 72 Ohio St.3d 279, 282, 649 N.E.2d 182 (1995). Based on the totality of the circumstances and the four-part test, Plaintiff argues a reasonable reader would only conclude that the twenty-eight (28) identified statements made by Defendants were "facts."

Next, Plaintiff argues several of the identified statements were false. To prove the falsity of Defendants' statements, Plaintiff highlights statements made by Defendants on three separate dates, i.e., January 14, 2019, January 22, 2019 and February 22, 2019. Plaintiff argues statements from these dates prove that Defendants defamed him and falsely accused Dr. Husel of killing at least twenty-seven patients under his care with fatal medication overdoses. Pl. Memo Contra, pg. 16. Plaintiff further argues these statements inaccurately told the public that Dr. Husel's conduct was so "unacceptable" and "tragic" that it warranted alerting the Columbus Police and Franklin

County Prosecutor's Office. *Id.* Plaintiff argues the terms used by Defendants within these publications satisfies the *Scott* four-part test, a reasonable reader would only conclude that Defendants' statements were intended to be facts, not opinions, and these statements were all false.

Next, while truth might be a complete defense to defamation, Plaintiff argues the truth or falsity of any alleged defamatory statement is question of fact for a jury to decide. *Sweitzer v. Outlet Communs., Inc.*, 133 Ohio App.3d 102, 110, 726 N.E.2d 1084 (10th Dist.1999) (Emphasis added). Plaintiff argues Defendants cannot establish that any of the twenty-eight (28) identified statements were substantially true or were materially false at the summary judgment stage. Instead, Plaintiff argues the falsity of an alleged defamatory statement must be evaluated at trial. Plaintiff also argues Defendants impermissibly fragmented the alleged defamatory statements, isolated the words and phrases presented to the Court, and left out the context in which their statements were made in their Motions. Thus, Plaintiff argues the Court's determination of whether or not Defendants' statements were false is inappropriate for summary judgment.

Alternatively, should the Court accept that summary judgment is potentially plausible, Plaintiff argues there is sufficient evidence in the record to establish the falsity of Defendants' statements. Plaintiff argues he has provided significant evidence in the record to show that Defendants' statements were not substantially true. Specifically, Plaintiff argues Defendants' statement that "Dr. Husel ordered significantly excessive and potentially false doses of pain medication for at least 27 patients who were near death" was clearly false. Pl. Memo Contra, pg. 23. Plaintiff argues there is significant evidence that the dosing he used was appropriate based on his medical expertise and individualized assessments of the patients' needs. Plaintiff further argues Defendants' statements about the hospital's adoption of "safeguards so that a tragedy like this never happens again" and that he "ignored the safeguards [the hospital] have in place" were

also false. Pl. Memo Contra, pg. 25-26. Plaintiff argues these statements were obviously defamatory and untrue, especially when reviewed in context of Defendants' other statements, because they falsely implied that Dr. Husel was a wrongdoer and/or acted inappropriately.

Overall, Plaintiff contends that Defendants are not entitled to summary judgment because Defendants' statements were false statements of facts, not protected opinions. Plaintiff also contends that he has presented sufficient evidence in the record to show the falsity of Defendants' statements and to prohibit Defendants from obtaining judgment at the summary judgment stage. Alternatively, Plaintiff contends because there are questions of fact remaining as to the truth or falsity of Defendants' statements and about the context in which the alleged defamatory statements were made, this matter must proceed forward to trial for a final determination.

Upon review, the Court finds that Defendants' arguments in favor of summary judgment on the first element of defamation are not well taken.

First, the Court finds that the parties' lack of agreement on the number of alleged defamatory statements at issue and the context in which the alleged statements were made, renders it nearly impossible for this Court to issue a final a summary judgment decision on the first element of defamation. In order for this Court to determine whether or not Defendants have made a false statement of fact about Dr. Husel, there must be a direct and organized one-to-one comparison of the specific statement at issue from both of the opposing parties. Simply stated, the Court must understand with particularity the specific statement at issue (i.e., the exact date/time the statement was made and who made the statement) and the context surrounding that specific statement. Once the specific statement at issue is identified by the parties, then they can present their direct arguments as to whether that specific statement does or does not constitute defamation. Because there is clearly a difference of opinion between the parties regarding the

defamatory statements at issue for the Court’s consideration, we find that it is inappropriate to award summary judgment to Defendants as a matter of law on the first element.

Next, assuming *arguendo* that the specific statements at issue had been narrowed, the Court finds that there would still be genuine issues of material fact remaining such that summary judgment in favor of Defendants would be unwarranted based upon Plaintiff’s rebuttal evidence. Specifically, there is still a question as to whether Defendants’ statements were actually facts or opinions. There is also still a question as to whether Plaintiff can prove the falsity of Defendants’ statements. These questions must be decided by the trier of fact at trial.

As previously mentioned, Plaintiff alleges there are approximately twenty-eight (28) identified statements at issue and Defendants allege there are eleven (11) identified statements at issue. Thus, a question remains as to which specific statements made by Defendants are at issue and the context in which they were made in relation to Plaintiff’s defamation claim. Moreover, even if the specific statements at issue had been narrowed, questions would still remain as to whether Defendants’ statements were facts or opinions and whether such statements were either true or false. Therefore, Defendants are *not* entitled to summary judgment on the “false statement” element of Plaintiff’s defamation claim.

2. Defamatory Statement

Under the second element of Plaintiff’s defamation claim, Dr. Husel must establish that Defendants made a *defamatory* statement about him. *Am. Chem. Soc.*, ¶ 77; *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 9. “A statement is defamatory if it tends to injure a person’s reputation or exposes him or her to public hatred, contempt, ridicule, shame, or disgrace.” *Anderson v. WBNS-TV, Inc.*, 2020-Ohio-6933, 165 N.E.3d 790, 799, ¶ 27 (10th Dist.) citing *Great Lakes Capital Partners Ltd. v. Plain Dealer Publishing Co.*, 8th Dist. No.

91215, 2008-Ohio-6495, ¶ 15 (citations omitted). “[I]t is for the court to decide as a matter of law whether certain statements alleged to be defamatory are actionable or not.” *Yeager v. Local Union 20, Teamsters*, 6 Ohio St. 3d 369, 372, 453 N.E.2d 666, 669 (citations omitted). ““In determining whether a statement is defamatory as a matter of law, a court must review * * * the totality of the circumstances” and by “read[ing] the statement[] * * * in the context of the entire [publication] to determine whether a [reasonable] reader would interpret [it] as defamatory.”” *Am. Chem. Soc’y v. Leadscope, Inc.*, 133 Ohio St. 3d 366, 389-390, 2012-Ohio-4193, ¶ 79, 978 N.E.2d 832, 853 (citations omitted). “[T]he words of the publication should not be considered in isolation, but rather within the context of the entire [publication] and the thoughts that the [publication] through its structural implications and connotations is calculated to convey to the reader to whom it is addressed.” *Id.*

Upon review, the Court finds that the heart of this litigation is whether Defendants’ statements, when reviewed in their entirety, should be deemed *defamatory* toward Dr. Husel. As mentioned above, a question remains as to which specific statements made by Defendants are at issue and the context in which they were made in relation to Plaintiff’s defamation claim. Once the specific statements at issue are presented at trial, then the parties can present their arguments as to whether that specific statement did or did not injure Dr. Husel’s reputation and thereby qualify as *defamatory*. Accordingly, Defendants are *not* entitled to summary judgment on the second “defamatory statement” element.

3. Publication of the Defamatory Statement

Under the third element of Plaintiff’s defamation claim, Dr. Husel must establish that Defendants published the statements. *Am. Chem. Soc.*, ¶ 77; *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 9. The Court finds that there might be a

dispute between the parties as to which of the alleged defamatory statements were actually “published.” Whether the statements were published and where the statements may have been published, i.e., via external and internal memorandums, broadcasts, and public websites, are factual questions to be determined at trial. Therefore, Defendants are *not* entitled to summary judgment on the third “publication” element.

4. Harm to Plaintiff and Proximate Cause of Plaintiff’s Injuries

Under the fourth element of Plaintiff’s defamation claim, Dr. Husel must establish that he was harmed as a proximate result of Defendants’ publication. *Am. Chem. Soc.*, ¶ 77; *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 9.

In relation to the issue of harm, “[A] plaintiff must prove either: (1) ordinary negligence and actual injury, in which case he can receive damages for the actual harm inflicted; or (2) actual malice, in which case he is entitled to presumed damages.” *See Woods*, ¶ 35-36. With respect to the fourth element, the degree of fault required to prevail on a defamation claim depends on the status of the person allegedly defamed, ranging from a private individual to a public figure. *Sullins v. Raycom Media, Inc.*, 2013-Ohio-3530, 996 N.E.2d 553, ¶ 17 (8th Dist.), fn. 3 (citations omitted). Thus, the plaintiff’s status controls whether the legal standard for liability in the defamation action requires proof of ordinary “negligence” or heightened “actual malice.”

The Tenth District Court of Appeals held, “When the plaintiff is a public figure, a successful defamation claim requires clear and convincing evidence that the statement was published with “actual malice.”” *Spingola v. Stonewall Columbus, Inc.*, 10th Dist. Franklin No. 06AP-403, 2007-Ohio-381, ¶ 10 (citations omitted). Conversely, “[I]n a case involving a private person who was allegedly defamed in a statement about a **matter of public concern**, the plaintiff ‘has the burden of proving both that the statement was false and [that] the defendant was at **least**

negligent in publishing it.” *Anderson v. WBNS-TV, Inc.*, 10th Dist. Franklin No. 23AP-647, 2024-Ohio-4880, ¶ 10 (Emphasis added).

The Ohio Supreme Court also held that the standard set forth in *Lansdowne* is the appropriate standard for private-figure defamation actions, and *Lansdowne* requires a plaintiff to present “clear and convincing evidence” that the defendants acted negligently in publishing defamatory statements about the plaintiff. *Lansdowne v. Beacon Journal Pub. Co.*, 32 Ohio St.3d 176, 512 N.E.2d 979 (1987).

Furthermore, the Tenth District Court of Appeals recently reiterated that, “[I]n Ohio, the appropriate measure of fault in private-figure defamation cases is negligence: “in private-figure defamation actions, where a prima facie showing of defamation is made by a plaintiff, the plaintiff must prove by clear and convincing evidence that the defendant failed to act reasonably in attempting to discover the truth or falsity or defamatory character of the publication.” *Anderson v. WBNS-TV, Inc.*, 10th Dist. Franklin No. 23AP-647, 2024-Ohio-4880, ¶ 31 quoting *Lansdowne* at 180 (Emphasis added). In civil cases, “[c]lear and convincing evidence is that measure or degree of proof which is more than a mere ‘preponderance of evidence,’ but not to the extent of such certainty as is required ‘beyond a reasonable doubt’ in criminal cases, and which will produce in the mind of the trier of facts a firm belief or conviction as to the facts sought to be established.” *Lansdowne* at 180-181 quoting *Cross v. Ledford*, 161 Ohio St. 469, 469, 120 N.E.2d 118 (1954).

Here, the parties do not agree on the legal standard of liability to be applied in this defamation action. The parties also dispute whether or not Defendants’ statements caused any harm and/or injuries to Plaintiff.

Upon review, Defendants’ argument in favor of applying the heightened “actual malice” standard is not well taken. The Court finds that Dr. Husel is private individual, not a public figure.

The Court finds that Dr. Husel’s status under Ohio law only requires proof that the published statements were “negligent.” *Anderson v. WBNS-TV, Inc.*, 10th Dist. Franklin No. 23AP-647, 2024-Ohio-4880, ¶ 10 (Emphasis added). The Court further finds that Dr. Husel is not required to prove the “actual malice” for defamation, even if the published statements involve or are about a matter of public concern.” *Id.* Therefore, the Court concludes that Dr. Husel’s applicable burden of proof in this defamation action is “ordinary negligence” and not “actual malice.” In addition, the Court finds that both parties offered competing evidence about whether or not Defendants’ statements caused harm and/or injuries to Plaintiff. Therefore, the Court concludes that summary judgment in favor of Defendants on the issue of harm to plaintiff is inappropriate because there are genuine issues of material fact remaining as to “harm.”

Next, in relation to the issue of proximate cause, “In Ohio, ‘the proximate cause of an event is that which is a natural and continuous sequence, unbroken by any new, independent cause, produces that event and without which that event would not have occurred.’” *NOCO Co. v. OJ Commerce, LLC*, 35 F.4th 475, 482 (6th Cir.2022) quoting *Aiken v. Indus. Comm’n*, 143 Ohio St. 113, 53 N.E.2d 1018, 1020 (Ohio 1944). While an event can have more than one proximate cause, an intervening or “superseding” cause will break the causal chain and the original accused party would no longer be at fault or liable for the alleged act. *Id.*, 483. A court may grant summary judgment on this issue where a defamation plaintiff cannot demonstrate an issue of material fact as to “proximate cause.”

Here, Defendants argue they did not proximately cause Plaintiff’s injuries because numerous superseding events occurred. Defendants argue these superseding events broke the causal chain and as a result they cannot be liable for defamation. Defendants contend that they are entitled to summary judgment on the issue of proximate cause because no issues of fact remain

regarding “proximate cause.” Plaintiff counters that the causal chain was never broken. Plaintiff argues the harm he suffered as a result of Defendants’ statements was foreseeable. Plaintiff also argues he can prove Defendants’s statements proximately caused his injuries. Thus, Plaintiff contends that Defendants are directly at fault and liable for publishing defamatory statements about him.

Upon review, the Court finds that the parties do not agree on the facts and the parties provided conflicting evidence on the issue of “proximate cause.” Therefore, the Court concludes that summary judgment in favor of Defendants is not warranted on the issue of “proximate cause” because there are still genuine issues of material fact remaining.

Taken altogether, the Court concludes that there is no “clear and convincing evidence” that Defendants did or did not “negligently harm” Dr. Husel when they published statements about him. Similarly, there is no “clear and convincing evidence” that Defendants did or did not “proximately cause” Dr. Husel’s injuries. The competing evidence in the record makes it impossible to render a final summary judgment determination on the issues of “harm” and “proximate cause” in this defamation action. Therefore, Defendants are *not* entitled to summary judgment on the fourth element of Plaintiffs’ defamation claim. The issues of fact pertaining to “harm to plaintiff” and “proximate cause” must be determined at trial.

5. Degree of Fault

Under the last element of Plaintiff’s defamation claim, Dr. Husel must show that Defendants acted with the requisite degree of fault in publishing the statements. *Am. Chem. Soc.*, ¶ 77; *Anderson v. WBNS-TV, Inc.*, 158 Ohio St.3d 307, 2019-Ohio-5196, 141 N.E.3d 192, ¶ 9. As mentioned above, the appropriate standard for private-figure defamation actions is negligence, and *Lansdowne* requires a plaintiff to present “clear and convincing evidence” that the defendants

acted negligently in publishing defamatory statements about the plaintiff. *Lansdowne v. Beacon Journal Pub. Co.*, 32 Ohio St.3d 176, 512 N.E.2d 979 (1987).

Defendant argues Plaintiff cannot identify any evidence that Defendants' statements negligently caused harm and/or injuries to Plaintiff. Defendants argue they acted reasonably and relied on several sources such as internal investigations, Medical Board and OBN conclusions, and prosecutor and police reports before publishing their statements. Plaintiff argues Defendants did act negligently and knowingly published statements they knew were false.

Upon review, the Court finds that the parties again dispute whether or not Defendants acted with the requisite degree of fault in publishing the statements. Therefore, this Court concludes that there is an issue of material fact regarding whether Defendants acted negligently in attempting to discover the truth or falsity and the defamatory character of the published statements. Accordingly, Defendants are *not* entitled to summary judgment on the final "degree of fault" element of Plaintiffs' defamation claim.

6. Statute of Limitations

R.C. 2305.11(A) sets forth a one (1) year statute of limitations for bringing an action for defamation in Ohio. The statute provides, an action for defamation "shall be commenced within one year after the cause of action accrued." *Id.* Plaintiff filed his Complaint and the defamation claim on December 26, 2019.

As an alternative argument, Defendants argue Plaintiff's defamation action should be time barred in its entirety. Defendants argue Dr. Husel alleged that Defendants made the first defamatory statement to a third party when they reported concerns about his dosing to criminal authorities on or around December 5th or 7th in 2018. Defendants argue Dr. Husel did not file his Complaint until December 26, 2019, which was nearly three weeks after the one-year statute of

limitations expired on December 7, 2019. Defendants cite *Guccione* which states, “A cause of action accrues when the right to prosecute it begins. In terms of publications, it seems clear that the right to file suit on a cause of action for libel accrues upon the first publication of the matter complained of.” *Guccione v. Hustler Magazine, Inc.*, 64 Ohio Misc. 59, 60, 413 N.E.2d 860 (C.P.1978). Thus, Defendant’s contend that Dr. Husel’s entire defamation claim is time barred by the one-year statute of limitations, which expired December 7, 2019, because Dr. Husel did not filed his lawsuit until December 26, 2019.

In Response, Plaintiff argues Dr. Husel did not allege that the first defamatory statement was made around December 5, 2018. Plaintiff argues Defendants report to the Prosecutor’s Officer was not published. As such, Plaintiff argues this statement did not constitute defamation and could not form the basis for a cause of action. Instead, Plaintiff contends that at the earliest its claim for defamation began accruing was on December 27, 2018, which is the date that the first defamatory statement was published. Plaintiff contends that it did not allege any claims for defamation before this later date, and it timely filed its Complaint less than a year from this date within the statute of limitations.

Upon review, Plaintiff’s argument concerning the statute of limitations is well taken. Based on the brief arguments, the Court finds that Defendants’ purported statement to authorities on December 5, 2018 was not published and therefore cannot constitute defamation or form the basis for a cause of action. The Court finds that the one-year statute of limitations did not start accruing until the first statement was published, which Dr. Husel alleges occurred on December 27, 2018. Plaintiff filed his defamation action on December 26, 2018. Therefore, the Court concludes Plaintiff’s defamation action is not be time barred under R.C. 2305.11(A). Accordingly, Defendants are *not* entitled to summary judgment on Ohio’s statute of limitations.

Taken altogether, this Court has reviewed all the party arguments and each element of Plaintiff's defamation claim. The Court has also reviewed the argument related to Ohio's statute of limitations. Based upon the foregoing analysis, the Court concludes that summary judgment in favor of Defendants as a matter of law is not warranted and dismissal of Plaintiff's defamation is inappropriate at this time. There are several issues of material fact remaining for final determination by a jury at trial.

Accordingly, Defendants' Motion for Summary Judgment regarding Plaintiff's defamation claim is **DENIED**.

II. Defendants' Motion for Summary Judgment on Count II of Dr. Husel's Complaint for Breach of Contract is GRANTED.

Turning to Count II of the Complaint, Defendants also move for summary judgment by arguing Dr. Husel cannot establish all of the elements required to prove his breach of contract claim. Under the Breach of Contract claim, Dr. Husel alleges his Employment Agreement, required Defendants to provide him with a defense in (1) his criminal case; (2) "in connection with his medical board hearing," and (3) by his "counsel of choice" in the patient families' malpractice lawsuits. Def. MSJ, pg. 33; Def. MSJ, Ex. 1: Employment Agreement.

To recover on a breach of contract claim, the plaintiff must prove: (1) the existence of a contract, (2) performance by the plaintiff, (3) breach by the defendant, and (4) damage or loss to the plaintiff. *Gianetti v. Teakwood, Ltd.*, 10th Dist. No. 15AP-413, 2016-Ohio-213, ¶12. Dr. Husel has the burden of proof to establish that Defendants did not perform one or more of required contract terms. *Id.*

The doctrine of *res judicata* involves claim preclusion (historically called estoppel by judgment in Ohio) and issue preclusion (traditionally known as collateral estoppel). *State ex rel. McCuller v. Cuyahoga Cnty. Court of Common Pleas*, 143 Ohio St. 3d 130, 2015-Ohio-1563, 34

N.E.3d 905, ¶16. Under the doctrine, “a valid, final judgment rendered upon the merits bars all subsequent actions based upon any claim arising out of the transaction or occurrence that was the subject matter of the previous action.” *Grava v. Parkman Twp.*, 73 Ohio St.3d 379, 382, 653 N.E.2d 226 (1995)(citing 1 Restatement of the Law 2d, Judgments (1982), Sections 24-25). Moreover, any existing final judgment or decree between the parties is conclusive as to all claims that were or should have been litigated in a first lawsuit. *Rogers v. Whitehall*, 25 Ohio St.3d 67, 69, 494 N.E.2d 1387 (1986). In short, *res judicata* requires the plaintiff to present every ground for relief in the first action or be forever barred from asserting it. *Id.* Furthermore, it has long been recognized that the doctrine of *res judicata* applies in a proper case as between federal court and state court judgments. *Id.*

In Defendants’ Requests for Summary Judgment, Defendants begin by arguing that the first branch of Plaintiff’s breach claim, that Defendants breached by failing to pay for his criminal defense, was disposed of by the U.S. District Court for the Eastern District of Michigan (the “EDMI Court”). Def. MSJ, Ex. 27: The EDMJ Order of Dismissal. Specifically, Defendants argue the EDMJ Court held that Defendants “insured the risk of *malpractice and civil tort claims only* and did not provide coverage for defense costs in a criminal case.” *Id.*, pg. 6 (Emphasis added). In addition, Defendants argue the EDMJ Court held that Dr. Husel’s Agreement only required them to provide a defense to Dr. Husel in a civil claim for damages. Def. MSJ, Ex. 29: EDMJ Injunction Order, pg. 8.

Based on the EDMJ Court decision, Defendants contend that the doctrine of *res judicata* explicitly bars Plaintiff from relitigating this same claim in a new forum. *See State ex rel. McCuller*, ¶16; *See also, State ex rel. Armatas v. Plain Twp. Bd. of Zoning Appeals*, 160 Ohio St.3d 161, 2020-Ohio-2973, 154 N.E.3d 74, ¶ 9. Defendants also contend that the EDMJ Court

found there was no promise in the Agreement to defend Dr. Husel in a criminal action. Therefore, Defendants contend that *res judicata* bars Dr. Husel from asserting a breach claim against them for not providing legal defense in a criminal lawsuit. The EDMC Court decision was later affirmed by the Sixth Circuit Court of Appeals. Def. MSJ, Ex. 28: Sixth Circuit Order.

Next, Defendants argue the second branch of Plaintiff's breach claim, based on the refusal "to provide for his defense in connection with his medical board hearing" is without merit. Defendants argue the Agreement only promised Dr. Husel a defense against "malpractice and civil tort claims," and only when the claim could result in "damages." Def. MSJ, Ex. 27, pg. 6, 17. Defendants argue the Medical Board proceedings did not concern malpractice or any other torts. Moreover, Defendants argue Dr. Husel was represented by counsel during the Medical Board proceedings (his current counsel) and he never had a hearing before the Medical Board. Defendants emphasize that Dr. Husel voluntarily surrendered his medical license and there were no damages imposed.

Defendants contend that Dr. Husel's surrender of his medical license operated as a final adjudication and prohibits him from recovery. Moreover, based on the EDMC Court decision, Defendants contend that the underlying insurance "policy simply excludes coverage for civil liability when the insured has been finally adjudicated to have violated any law, statute, regulation or ordinance." Def. MSJ, Ex. 27, pg. 11. As such, Defendants contend that Plaintiff cannot establish a breach for the second branch of his claim.

Last, Defendants argue the third branch of Plaintiff's breach claim, that Defendants breached the Agreement by failing to provide Dr. Husel with "his counsel of choice" in the medical malpractice cases, also fails. Defendants argue MCHS never agreed to provide Dr. Husel with his choice of counsel. Defendants argue MCHS only promised to fund his civil defense.

Defendants argue it is undisputed that MCHS did provide and pay counsel for Dr. Husel's defense. Defendants argue Plaintiff presented no evidence that the Agreement provided Dr. Husel to select the counsel of his choice. Moreover, Defendants argue every malpractice action against Dr. Husel has now settled, with Dr. Husel's consent; and Dr. Husel suffered no damages, because he paid nothing to fund any of the settlements. As such, Defendants contend that Plaintiff cannot establish a breach for the third branch of his claim.

Taken altogether, Defendants contend that *res judicata* prohibits Dr. Husel from asserting the each of three breach of contract branches because Dr. Husel could have and should have brought these claims in the EDM I case. Defendants emphasize that "The doctrine of *res judicata* requires a plaintiff to present every ground for relief in the first action, or be forever barred from asserting it." *Armatas*, 162-63 (citations omitted). Thus, Defendants contend that Dr. Husel was required to pursue these three newly alleged claims before the same EDM I Court which adjudicated the prior claim, that Defendants breached his Employment Agreement by refusing to pay for his chosen lawyer. Defendants further contend that the Franklin County Common Pleas Court is without jurisdiction to review Plaintiff's newly alleged breach of contract claims.

In Plaintiff's Responses, Plaintiff argues under the Agreement Dr. Husel was guaranteed that his employer would provide him with "professional liability insurance coverage for all activities conducted in the course of employment." Pl. Memo Contra, Ex. 21: Employment Agreement; *See also* Def. MSJ, Ex. 1. Plaintiff argues TH did in fact obtain the promised insurance policies that purported to cover "Defense Expenses incurred in connection with a claim arising from Healthcare Professional Liability . . . even if any of the allegations of the claim are groundless, false, or fraudulent." (citation omitted). However, upon TH's claim that the intentional killing of patients was not covered by their insurance policy, Plaintiff

argues the EDMC Court denied Dr. Husel coverage for his defense. Pl. Memo Contra, Ex. 45: The EDMC Order of Dismissal; *See also* Def. MSJ, Ex. 27. As such, Plaintiff contends he was forced to pay for his own legal defense in the criminal action; and Defendants breached the first branch of his claim.

Next, Plaintiff argues the EDMC Court decision regarding the insurance policy that TH obtained did not involve Dr. Husel as a party; and the decision did not provide the protection promised under the Agreement. As such, Plaintiff contends that his breach of contract claims still require a final decision. Last, Plaintiff argues the *res judicata* argument is inapplicable because the EDMC Court decision did not concern Dr. Husel's employment agreement, but rather the system-wide insurance policy issued by TH's Cayman Islands- based insurance company – Trinity Assurance Ltd. Therefore, Plaintiff contends that the EDMC Court decision and insurance policy discussed therein were not dispositive of Dr. Husel's breach of contract claim.

Upon review of the evidence and record, the Court finds Defendants' arguments in favor of summary judgment on the breach of contract claim are well taken. Defendants have presented compelling evidence showing that the doctrine of *res judicata* prohibits Plaintiff from asserting three newly alleged breach of contract claims in this action.

The Court finds that the doctrine of *res judicata* required Dr. Husel to present every ground for relief in relation to his breach of contract action in the first federal court litigation, or be forever barred from asserting it. *See Armatas*, 162-63 (citations omitted). The Court finds that any existing final judgment or decree between the parties is conclusive as to all claims that were or should have been litigated in a first lawsuit. *See Rogers v. Whitehall*, 25 Ohio St.3d 67, 69, 494 N.E.2d 1387 (1986). The Court further finds that Defendants provided evidence that all

three of Plaintiff's alleged breach of contract claims have already been reviewed and fully adjudicated by the federal court.

In terms of the first branch of Plaintiff's breach claim, the Court finds that the EDMC Court explicitly stated that Defendants "insured the risk of *malpractice and civil tort claims only* and *did not provide coverage for defense costs in a criminal case*." Def. MSJ, Ex. 27, pg. 6 (Emphasis added). Similarly, the EDMC Court stated that "a clear reading of the Policies leads to only one conclusion: *there is no coverage for criminal defense costs*." *Id.* (Emphasis added). While the EDMC Court decision focused on TH's insurance policies, MCHS's employment agreement with Dr. Husel is referred within the decision. Thus, the analysis applied by the federal court to conclude that that Dr. Husel's criminal defense costs were not covered as part of TH's insurance policies, would be essentially the same for physician employment agreements, including, Dr. Husel's Agreement with MCHS. Def. MSJ, Ex. 27, pg. 2,5-6. Moreover, the Court finds that Plaintiff has offered no written, oral or other evidence to refute Defendants' assertion that criminal legal defense was never intended to be covered by either TH or MCHS as employers. Def. MSJ, Ex. 1, Section 16: Entire Agreement Clause.

Therefore, this Court concludes that Plaintiff cannot establish the first branch of his breach claim; Defendants did not breach the Agreement by failing to pay for Dr. Husel's criminal defense. The Court also concludes that *res judicata* precludes relitigating of the EDMC and Sixth Circuit Court's decision regarding this first branch because the claim was fully adjudicated and denied. Accordingly, Defendants *are* entitled to summary judgment on the first branch of Plaintiff's breach of contract claim.

In terms of the second branch of Plaintiff's breach claim, based on Defendants' refusal "to provide for Dr. Husel's defense in connection with his medical board hearing", the Court agrees this claim is meritless. Specifically, based on the EDM decision, the Court finds that MCHS only promised Dr. Husel a defense against "malpractice and civil tort claims" and only when the claim could result in "damages." The Medical Board hearing did not concern malpractice, torts, and the hearing could not result in monetary damages. Additionally, Dr. Husel voluntarily surrendered his medical license. The Court agrees that Dr. Husel's medical license surrender operated as a final adjudication and prohibits him from further recovery. As such, the Court concludes that Plaintiff cannot establish this claim. Accordingly, Defendants *are* entitled to summary judgment on the second branch of Plaintiff's breach of contract claim.

Last, in terms of the third branch of Plaintiff's breach claim, that Defendants breached the Agreement by failing to provide Dr. Husel with "his counsel of choice" in the medical malpractice cases, the Court does not find Plaintiff's arguments well taken. Namely, Plaintiff points to no language within the Agreement or other evidence which entitles him to select his own counsel of choice. Defendants do offer persuasive evidence that even though Plaintiff did not choose his counsel, Dr. Husel did not suffer any damages as a result of MCH's attorney choice. Specifically, Defendants' evidence shows that every malpractice action against Dr. Husel has now settled, with Dr. Husel's consent; and Dr. Husel suffered no damages or harm, because he did not have to pay to fund any of the settlements. Therefore, the Court concludes that Plaintiff cannot establish this claim. Accordingly, Defendants *are* entitled to summary judgment on the third branch of Plaintiff's breach of contract claim.

Therefore, the Court agrees with Defendants' assertion that based on *res judicata*, Plaintiff is now prohibited from asserting each of his three breach claims because Dr. Husel could

have and should have brought these claims in the federal lawsuits. Furthermore, without additional proof, the Court cannot accept Plaintiff's assertion that *res judicata* is inapplicable because he was not a party to the federal litigation. The EDMC Court decision, Case No. 19-CV-12478 - Dr. William S. Husel v. Trinity Health Corp., and Trinity Assurance Limited, lists Dr. Husel as the party plaintiff and individual bringing the lawsuit.

Therefore, Defendants *are* entitled to summary judgment on all three branches of Plaintiff's breach of contract claim. Accordingly, Defendants' Motion for Summary Judgment on Count II of Plaintiff's Complaint is **GRANTED**. Plaintiff's breach of contract claim is dismissed in its entirety.

CONCLUSION

Based on the aforementioned reasons, the Court finds that there are genuine issues of material fact which preclude summary judgment in favor of Defendants in relation to the defamation claim. Therefore, Defendants' Motion for Summary Judgment on Plaintiff's defamation claim is **DENIED**. The defamation claim shall proceed forward to trial before the jury accordingly.

However, there are no genuine issues of material fact which preclude summary judgment in favor of Defendants in relation to the breach of contract claim. Therefore, Defendants' Motion for Summary Judgment on Plaintiff's breach of contract claims is **GRANTED**. Plaintiff's breach of contract claim is dismissed in its entirety.

This is a final judgment. There is no just cause for delay.

IT IS SO ORDERED.

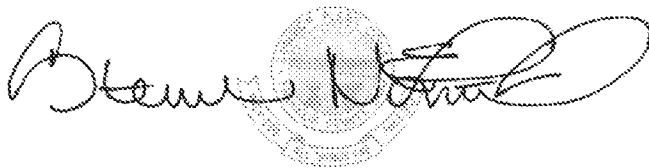
Copies to:

All Counsel & Parties (Electronically)

Franklin County Court of Common Pleas

Date: 04-08-2025
Case Title: DR WILLIAM S HUSEL -VS- MOUNT CARMEL HEALTH
SYSTEM ET AL
Case Number: 19CV010311
Type: DECISION/ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Stephen L. McIntosh", is written over a circular, embossed seal of the Franklin County Court of Common Pleas. The signature is fluid and cursive.

/s/ Judge Stephen L. McIntosh

Court Disposition

Case Number: 19CV010311

Case Style: DR WILLIAM S HUSEL -VS- MOUNT CARMEL HEALTH
SYSTEM ET AL

Motion Tie Off Information:

1. Motion CMS Document Id: 19CV0103112023-06-3099800000
Document Title: 06-30-2023-MOTION FOR SUMMARY
JUDGMENT - DEFENDANT: MOUNT CARMEL HEALTH SYSTEM
Disposition: MOTION GRANTED IN PART