

of the Mist's Niagara Falls boats on their website. The relationship deteriorated after the inception of the 2005 Maid of the Mist season and Maid eventually notified Alcatraz that it would no longer honor Alcatraz vouchers after July 29, 2005. Alcatraz's decision to continue selling individual vouchers after July 29, 2005 despite the notice from Maid that those vouchers would not be honored gave rise to the instant tortious interference with business relations action. Maid seeks a permanent injunction against Alcatraz's future sale of Maid vouchers as well as attorney's fees and costs.

Alcatraz contends that it is entitled to summary judgment on Maid's tortious interference with business relations claim because Maid cannot establish that Alcatraz induced any potential Maid customers to discontinue or fail to enter into a business relationship with Maid. Alcatraz also contends that Maid has suffered no financial injury as a result of Alcatraz's actions.

Maid asserts that it is entitled to summary judgment because Alcatraz tortiously interfered in Maid's business relationship with its customers by continuing to sell Maid vouchers after July 29, 2005. Maid also seeks summary judgment with respect to Alcatraz's counterclaims alleging promissory estoppel, breach of contract, slander, and violation of the Georgia Fair Business Practices Act.

For the following reasons, Defendants' Motion for Summary Judgment [#146] is DENIED. Plaintiffs' Motion for Summary Judgment [#148] is GRANTED. Defendants' Request for a Hearing [#223] is DENIED. Plaintiffs' Motion to Strike [#237] is DISMISSED AS MOOT. Defendants' Motion for Leave to File [#241]