S T A T E O F M I C H I G A N

C O U R T O F A P P E A L S

STEVEN J. DEGREGORY, Plaintiff-Appellee,	UNPUBLISHED February 2, 2010
v	No. 286675 Wayne Circuit Court
BERT W. DEARING, JR. and B&D PROPERTY MANAGEMENT, LLC, Defendants-Appellants.	LC No. 07-700183-CZ

Before: Bandstra, P.J., and Sawyer and Owens, JJ.

PER CURIAM.

Defendants appeal as of right the lower court's final order awarding plaintiff $36,450 in relief under the theory of quantum meruit. We affirm.

Defendants first argue that the trial court erred when it granted quantum meruit relief because the relief was outside the scope of plaintiff's pleadings and defendants had no notice that plaintiff might seek this relief. We disagree. "[A] claim of quantum meruit is equitable in nature." *Morris Pumps v Centerline Piping, Inc*, 273 Mich App 187, 199; 729 NW2d 898 (2006). "Equitable decisions are reviewed de novo, but the findings of fact supporting those decisions are reviewed for clear error." *Capitol Properties Group, LLC v 1247 Ctr Street, LLC*, 283 Mich App 422, 430; 770 NW2d 105 (2009). Clear error exists if the reviewing court is left with a definite and firm conviction that a mistake has been made. *Id.*

"A trial court does not have the authority to grant relief based on a claim that was never pleaded in a complaint or requested at any time before or during trial." *Reid v Michigan*, 239 Mich App 621, 630; 609 NW2d 215 (2000). However, this Court has explained that relief is appropriate if the complaint states the "factual allegations that would reasonably inform defendants of the 'nature of the claims' against which defendants are called on to defend." *Smith v Stolberg*, 231 Mich App 256, 260-261; 586 NW2d 103 (1998), quoting MCR 2.111(B)(1).

In this instant case, plaintiff alleged in his complaint "[t]hat although Plaintiff performed labors requested of him by Defendants, and Defendants acknowledged the value and worth of the services, Defendants wrongfully and illegally refused to compensate Plaintiff." This assertion states a cause of action in quantum meruit. See *Reynolds v College Park Co,* 63 Mich App 325, 332; 234 NW2d 507 (1975). In order to sustain a claim of quantum meruit, "a plaintiff must establish (1) the receipt of a benefit by the defendant from the plaintiff and (2) an inequity

resulting to the plaintiff because of the retention of the benefit by the defendant." *Morris Pumps*, 273 Mich App at 195. Here, plaintiff's allegations that he performed services for defendants (a benefit received) and that defendants refused to compensate him for those services (inequity stemming from retention of the benefit) are sufficient to state a cause of action in quantum meruit.

Defendants next argue that the trial court erred when it permitted plaintiff to recover under the theory of quantum meruit in spite "of the existence of the express written agreement between the parties." Defendants are correct that the existence of an express contract precludes recovery under the theory of quantum meruit. *Biagini v Mocnik,* 369 Mich 657, 659; 120 NW2d 827 (1963). However, defendants' argument is premised upon the erroneous assertion that an express contract between the parties existed. In ruling whether an express contract existed between the parties, the trial court said:

> It was abundantly clear here is [sic] that there was an agreement to do work. However, I think it's also abundantly clear that there was no meeting of the minds as to what payment was going to be made for—or given for in exchange for that work that was going to be done.
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> So I think we have a situation here where the court is going to consider this is under the theory of quantum meruit, as opposed to any type of contract. Although a contract doesn't have to be written, there ought to be some agreement or meeting of the minds and there's nothing here to suggest, at least from a credibility standpoint, that I'm convinced, by a preponderance of evidence, that there was a meeting of the minds.
>
> Therefore, the court will look to quantum meruit to compensate the plaintiff for whatever damages he's entitled to.

Clearly, the trial court concluded that no express contract existed between the parties. "In such a situation, recovery can be had in *quantum meruit*." *Biagini*, 369 Mich at 659.

Defendants seem to be asserting that because a writing exists, an express contract exits. However, the existence of a writing does not by itself irrefutably prove the existence of an express contract. "In order to form a valid contract, there must be a meeting of the minds on all the material facts." *Kamalnath v Mercy Memorial Hosp Corp*, 194 Mich App 543, 548, 487 NW2d 499 (1992). The trial court concluded that there was no meeting of minds, and defendants have not provided any argument to support an assertion that this conclusion was clearly erroneous.

Defendants' final argument is that the trial court's findings of fact were not sufficient to disclose the basis for its rulings. Again, we disagree. The trial court extensively summarized witness testimony and stated facts supporting its decision that there "was no meeting of the minds between the parties." Then, the court provided considerable details as to how it calculated plaintiff's quantum meruit remedy. The court found that plaintiff was entitled to compensation at a rate of $30 per hour, that plaintiff was entitled to compensation for 1,215 hours, and, finally, multiplying these two factors, determined the amount plaintiff should recover in quantum

meruit—$36,450. The trial court's findings of fact and conclusions of law were sufficient under MCR 2.517(A).

We affirm.

/s/ Richard A. Bandstra
/s/ David H. Sawyer
/s/ Donald S. Owens