# CAPTION: DANZIGER & DE LLANO, LLP V. MORGAN 05-24-23 VERKAMP, LLC

APPEAL NO.: C-220478

TRIAL NO.: A-2201568

KEY WORDS: CIV.R. 12(B)(6) – MOTION TO DISMISS – BREACH OF CONTRACT – BREACH OF A CONTRACT IMPLIED IN FACT – R.C. 2305.07 – UNJUST ENRICHMENT – EQUITABLE TOLLING – QUANTUM MERUIT – PROMISSORY ESTOPPEL – FRAUDULENT CONCEALMENT – R.C. 2305.09 – STATUTE OF LIMITATIONS

SUMMARY:

Where the complaint failed to establish the terms of a contract for plaintiff and defendants to jointly represent a client, as well as the client’s acceptance of any offered terms and agreement to the joint representation, the trial court did not err in dismissing plaintiff’s claims for breach of contract, breach of a contract implied in fact, and promissory estoppel.

The trial court did not err in dismissing claims for unjust enrichment, quantum meruit, and fraudulent concealment when those claims were filed outside of the applicable limitations periods.

Where a cause of action is governed by the four-year limitations period set forth in R.C. 2305.07(A) but the cause of action accrued prior to the effective date of 2021 S.B. 13, the act imposing the four-year period, the limitations period is the earlier of four years from the effective date of S.B. 13 or the expiration of the six-year limitations period in effect prior to the effective date of S.B. 13.

JUDGMENT: Affirmed

JUDGES: OPINION by KINSLEY, J.; BERGERON, P.J., and WINKLER, J., CONCUR.