

STATE OF MICHIGAN  
COURT OF APPEALS

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RICHARD STEVENS,

Plaintiff-Appellant,

v

HUFFMASTER CRISIS RESPONSE, LLPC, and  
ALTERNATIVE WORKFORCE, INC.,

Defendants-Appellees.

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UNPUBLISHED

November 30, 2004

No. 249486

Oakland Circuit Court

LC No. 2002-041487-NZ

Before: Meter, P.J., and Wilder and Schuette, JJ.

PER CURIAM.

Plaintiff appeals as of right from a circuit court order granting defendants' motion for summary disposition with regard to plaintiff's breach of contract claim. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

The trial court's ruling on a motion for summary disposition is reviewed de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). "The interpretation of a contract is also a question of law this Court reviews de novo on appeal, including whether the language of a contract is ambiguous and requires resolution by the trier of fact." *DaimlerChrysler Corp v G-Tech Professional Staffing, Inc*, 260 Mich App 183, 184-185; 678 NW2d 647 (2003).

If the parties to a contract dispute its terms, the "court must determine what the parties' agreement is and enforce it." *G&A Inc v Nahra*, 204 Mich App 329, 330; 514 NW2d 255 (1994). If the language of a contract, when given its plain and ordinary meaning, "fairly admits of but one interpretation, it may not be said to be ambiguous or, indeed, fatally unclear." *Osman v Summer Green Lawn Care, Inc*, 209 Mich App 703, 706; 532 NW2d 186 (1995), overruled in part on other grounds by *Smith v Globe Life Ins Co*, 460 Mich 446, 455 n 2; 597 NW2d 28 (1999). "If the contract language is clear and unambiguous, then its meaning is a question of law for the court to decide," *Conagra, Inc v Farmers State Bank*, 237 Mich App 109, 132; 602 NW2d 390 (1999), and extrinsic evidence cannot be considered. *UAW-GM Human Resource Ctr v KSL Recreation Corp*, 228 Mich App 486, 491; 579 NW2d 411 (1998). If the language of a contract "is reasonably susceptible to more than one interpretation," it is ambiguous, *Rinke v Automotive Moulding Co*, 226 Mich App 432, 435; 573 NW2d 344 (1997), and parol evidence is admissible to explain the ambiguity. *Meagher v Wayne State Univ*, 222 Mich App 700, 722; 565 NW2d 401 (1997). Generally, if the contract language is ambiguous or unclear, "the trier of fact is to determine the intent of the parties." *UAW-GM, supra* at 492.

Plaintiff's contract included a compensation provision. The compensation package included a weekly salary plus performance pay, a percentage of defendants' quarterly and annual net profits. Such compensation was payable "during the term of" the contract. The contract provided for payment of "accrued and unpaid" compensation, including performance pay, in the event of involuntary termination. Plaintiff seeks the payment of accrued and unpaid performance pay following his voluntary resignation. The contract does not provide for this payment, however, and plaintiff has not shown that the contract is ambiguous on that point, either because the language of a specific provision is reasonably susceptible to more than one interpretation, *Rinke, supra*, or because two provisions irreconcilably conflict with each other. *Klapp v United Ins Group Agency, Inc*, 468 Mich 459, 467; 663 NW2d 447 (2003). All he has shown is that the contract does not address payment of compensation in the case of voluntary termination. A court may interpret a contract as made, but it cannot "supply material stipulations omitted from a contract in the absence of fraud or mistake," *Gauss v First Wayne Nat'l Bank of Detroit*, 264 Mich 233, 237; 249 NW 835 (1933), neither of which have been alleged here. Moreover, because the contract is integrated, the integration clause being conclusive on that point, *UAW-GM, supra* at 502, parol evidence is not admissible to add additional terms to the contract. 2 Restatement, Contracts, 2d, § 216, p 137.

Affirmed.

/s/ Patrick M. Meter  
/s/ Kurtis T. Wilder  
/s/ Bill Schuette