THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

VERNON WILLIAMS		
	:	August Term, 2005
Plaintiff,	:	No. 3953
v.	:	
	:	Commerce Program
BERNARD HOPKINS, JR., INC. and BERNARD HOPKINS	:	
	:	
	:	Control No. 100358
Defendants.	:	

ORDER and OPINION

AND NOW, this 5TH day of April 2007, upon consideration of Defendants' Motion for Summary Judgment and the response in opposition, it hereby is **ORDERED** that said Motion is granted. Judgment is entered in favor of defendants and against plaintiff as to all counts of the complaint.

BY THE COURT:

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MARK I. BERNSTEIN, J.

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MEMORANDUM OPINION

Currently before the court is defendants' Motion for Summary Judgment. For the reasons fully set forth below, said Motion is granted.

I. Background

Plaintiff Vernon Williams ("Williams") contends that he had an oral agreement with Bernard Hopkins, Jr., a professional boxer, and Bernard Hopkins Jr., Inc. (collectively "Hopkins) in connection with services rendered in preparation for Hopkins' fight against Oscar De la Hoya on September 18, 2004. Since 2002, Williams provided care for and transported Hopkins' gym equipment and assisted with training and security for Hopkins for the agreed upon sum of $500.00 per week. Williams further alleges that he also entered into a series of separate oral agreements with Hopkins, whereby Williams would receive a percentage of Hopkins' purse winnings in exchange for services rendered in preparation for specific bouts. Williams alleges he was promised, but never received, a "reasonable percentage" of the De la Hoya purse.

Three weeks before the Hopkins/De la Hoya fight, Williams was terminated by Hopkins following an altercation at a press conference. On or about December 23, 2004, Williams was paid $5,000.00, which represented 0.035% of Hopkins' $14,000,000.00 purse for the De la Hoya

fight. Williams claims that he is entitled to a greater percentage of the purse, consistent with the percentages he received from previous purses.

Williams has brought the instant action against Hopkins asserting claims for breach of contract (Count I), violation of the Pennsylvania Wage Payment and Collection Law (Count II), and quasi-contract claims of unjust enrichment, equitable estoppel, and promissory estoppel (Count III). Hopkins has moved for summary judgment as to all counts.

II. Discussion

A. Breach of Contract (Count I)

To prove a valid claim for breach of contract, plaintiff must demonstrate: 1) the existence of a contract, including its essential terms; 2) breach of a duty imposed by the contract; and 3) resultant damages.[1] Specifically, there must be an agreement on the essential terms of the contract, in particular, offer, acceptance, consideration and/or a mutual meeting of the minds.[2]

There was never a "meeting of the minds" between the parties and, as a result, no contract was ever formed in connection with the Hopkins/De La Hoya fight. On April 3, 2003, the parties executed an agreement in the form of a letter addressed to Williams as follows:

> [Hopkins] thanks you for those services that you provided to him in connection with **the Hakkar bout. In consideration of those services [Hopkins] has offered and you** have **agreed to accept $10,000.00 in addition to the money [Hopkins] has previously paid you as full payment for all services that you have rendered to [Hopkins] from the beginning of your relationship with him to the present date.**
>
> [Hopkins] will notify you of the date of his next bout as soon as he learns of it. **At that time, you and he will discuss whether the two of you wish to work together again and the terms of and compensation for your services in connection with that bout. If you reach an agreement, [Hopkins' attorney] will prepare a contract that sets forth the terms of that agreement.**

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1 CoreStates Bank, Nat'l Assn. v. Cutillo, 1999 Pa. Super. 14, 23 A.2d 1053 (1999).

2 Jenkins v. County of Schuykill, 441 Pa. Super. 642, 658 A.2d 380, 383 (1995).

> Please sign this agreement at the bottom**. Your signature will signify that you have read, understood and agree to everything set forth herein.** It has been a pleasure working with you and look forward to doing so in the future.[3]

Hopkins began training for the De la Hoya fight in June 2004. Williams concedes that he and Hopkins never discussed the specific amount of compensation Williams would receive in connection with the De la Hoya fight and that Williams had no expectations as to the amount.[4] Williams testified that the only conversation he had with Hopkins was following Hopkins' fight with Robert Allen (the fight that preceded De la Hoya) in which Hopkins said the De la Hoya fight would be "the big one" and "everybody going to be taken care of."[5] Williams admits that he did not rely on this conversation as a condition of continuing his work with Hopkins.[6]

Clearly, based upon Williams own testimony, there was never a "meeting of the minds" between the parties in connection with Williams' compensation for the De la Hoya fight. At most, the parties had an "agreement to agree," which is not legally enforceable. Consequently, summary judgment is granted as to Count I.

B. Pennsylvania Wage Payment and Collection Law (Count II)

Williams can not support a claim under the Wage Payment and Collection Law, 43 P.S. §260.1, *et seq.* ("WPCL"). Pennsylvania enacted the WPCL to provide a vehicle for employees to enforce payment of their wages and compensation held by their employers. The WPCL does not create an employee's substantive right to compensation, rather it only establishes an employee's right to enforce payment of wages and compensation to which an employee is

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3 Def. Exh. C (*emphasis added*).

4 *See* Williams Deposition at 57-8, 75-9, 103-4.

5 *See* Williams Deposition at 57-8.

6 *See* Williams Deposition at 75-9.

otherwise entitled by the terms of an agreement.[7] Since parties' did not have a valid employment agreement, Williams is not entitled to protection under WPCL. At most, Williams was an independent contractor of Hopkins and the WPCL does not apply.[8] Accordingly, Count II is dismissed.

C. Quasi-Contractual Claims (Contact III)

Count III is captioned "Quasi-Contractual Claims" and is pled as consisting of claims for promissory estoppel, equitable estoppel and unjust enrichment. Each of these claims fail.

A viable promissory estoppel claim must be based on an express promise. A claim for promissory estoppel lies where: 1) the defendant made a promise that he should have reasonably expected to induce action or forbearance on the part of the plaintiff; 2) plaintiff actually took action or refrained from taking action in reliance on the promise; and 3) injustice can be avoided only by enforcing the promise.[9] Equitable estoppel is a similar claim which considers the equities and likewise requires reliance.[10]

Both estoppel claims fail because Williams cannot demonstrate an express promise or detrimental reliance. As previously stated, Williams concedes that there was no promise of any specific amount of compensation[11] Moreover, Williams admits that he did not rely on any

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7 Kafando v. Eric Ceramic Arts Co., 2000 Pa. Super. 377, 764 A.2d 59 (2000).

8 The Pennsylvania WPCL applies to employees and not independent contractors. *See e.g.*, Urbana v. Stat Courier, Inc., 2005 Pa. Super. 190, 878 A.2d 58 (2005).

9 Crouse v. Cyclops Industries, 560 Pa. 394, 403, 745 A.2d 606 (2000).

10 De Frank v. County of Greene, 50 Pa. Commw. 30, 37, 412 A.2d 663 (1980) ("Equitable estoppel is a doctrine of fundamental fairness, designed to preclude a party from depriving another of the fruits of a reasonable expectation when the party inducing the expectation knew or should have known that the other would rely").

11 *See* Williams Deposition at 57-8, 75-9, 103-4.

representations as a condition of continuing his work with Hopkins.[12]

A claim for unjust enrichment requires that plaintiff demonstrate the following elements: 1) benefits conferred on defendant by plaintiff; 2) appreciation of such benefits by defendant; and 3) acceptance and retention of such benefits under circumstances in which it would be inequitable for defendant to retain the benefit without payment of value.[13] Williams has failed to demonstrate that he was not paid the value of services rendered.

Following his termination, Williams was paid $5,000.00 (0.035% of the purse), which allegedly represented payment for Williams' work in connection with the De la Hoya fight. Williams claims that he is entitled to a greater percentage of the purse, consistent with the percentages he received from previous purses.[14] Clearly the value of the services rendered by Williams in connection with the De la Hoya fight were worth less than the previous bouts because Williams was terminated three weeks before the fight even took place. In those previous circumstances, Williams worked the entire length of training camp, as well as during the fight itself. Williams has failed to meet his burden of proof with respect to his unjust enrichment claim because he has failed to demonstrate that the value of his services exceeded the $5000.00 he was paid by Hopkins. Accordingly, Count III is dismissed.

III. Conclusion

12 *See* Williams Deposition at 75-9.

13 Schneck v. K.E. David Ltd., 446 Pa. Super. 94, 97-8, 666 A.2d 327, 328-9 (1995).

14 Specifically, Williams claims that he received $10,000 (0.888%) of Hopkins' $1,125,750 purse in connection with the March 29, 2003 Morrade Hakkar fight; $7,000 (2.15%) of a $325,000 purse in connection with the December 13, 2003 William Joppy fight; and $15,000 (1.2%) of a $1,250,000 purse

For the reasons fully set forth above, defendants' Motion for Summary Judgment is granted in favor of defendants and against plaintiff as to all counts of the complaint.

BY THE COURT:

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MARK I. BERNSTEIN, J.

in connection with the June 5, 2004 Robert Allen fight. Def. Exh. E at ¶ 21.