

STATE OF MICHIGAN
COURT OF APPEALS

ERIC JACOBSON,

Plaintiff-Appellant,

v

DEPARTMENT OF CORRECTIONS,

Defendant-Appellee.

UNPUBLISHED

June 25, 1999

No. 208270

Ingham Circuit Court

LC No. 97-086088 NZ

Before: Neff, P.J., and Hood and Murphy, JJ.

PER CURIAM.

Summary disposition was granted in favor of defendant after the trial court considered the merits of plaintiff's alleged cause of action. In addition to granting summary disposition, the trial court found that the plaintiff's lawsuit was frivolous and awarded sanctions in the amount of \$250. We reverse and remand the grant of summary disposition, but affirm the award of sanctions.

Plaintiff argues that he set forth a valid cause of action for retaliation in violation of the Michigan handicappers' civil rights act (n/k/a, the Persons with Disabilities civil rights act), MCL 37.1101, *et seq.*; MSA 3.550(101), *et seq.* We disagree.

We review plaintiff's complaint in its entirety to determine the nature of the cause of action alleged. See *Simmons v Apex Drug Stores, Inc.*, 201 Mich App 250, 253; 506 NW2d 562 (1993), where this Court stated that the gravamen of an action is determined by reading the claim as a whole. Based upon our reading of plaintiff's complaint, we are convinced that plaintiff alleged a cause of action for breach of contract and not for retaliation in violation of the Michigan handicappers' civil rights act. First, his complaint refers to the settlement agreement that was entered into between the parties during their previous litigation. A settlement agreement is a contract governed by the principles of law that are applicable to contracts generally. *Mastaw v Naiukow*, 105 Mich App 25, 28; 306 NW2d 378 (1981). See also *MILIC v Thomas*, 206 Mich App 265, 268; 520 NW2d 708 (1994). Second, the focal point of the complaint is that plaintiff was allegedly harmed by defendant's breach of the terms of the settlement agreement. It states that in retaliation against plaintiff for filing his previous lawsuit, defendant failed to "take the actions as set forth in said agreement". Thus, in spite of plaintiff's attempt to articulate his claim as one for retaliation, his cause of action was clearly for breach of contract.

Because the alleged action is for breach of contract, the trial court did not have subject matter jurisdiction over the action.

Whether a court has subject matter jurisdiction is a question of law that this Court reviews de novo. *Alliance for Mentally Ill of Michigan v Community Health Dep't*, 231 Mich App 647, 659; 588 NW2d 133 (1998). The Court of Claims has exclusive power and jurisdiction to “hear and determine all claims and demands, liquidated and unliquidated, ex contractu and ex delicto, against the state and any of its departments, commissions, boards, institutions, arms, or agencies.” MCL 600.6419(1)(a); MSA 27A.6419(1)(a). A claim for money damages ex contractu is within the exclusive jurisdiction of the court of claims. *Pomann, Callanan & Sofen, PC v Wayne Co Dep't of Social Services*, 166 Mich App 342, 347; 419 NW2d 787 (1988). The Court of Claims thus had exclusive jurisdiction to hear and determine plaintiff's claim for money damages against defendant arising out of the alleged breach of the settlement agreement.

In the absence of subject matter jurisdiction, any action with respect to a cause of action, other than to dismiss it, is absolutely void. *Fox v Bd of Regents of the Univ of Michigan*, 375 Mich 238, 242; 134 NW2d 146 (1965); *Todd v Dep't of Corrections*, 232 Mich App 623, 632; 591 NW2d 375 (1998). Therefore, the circuit court's action in deciding the merits of plaintiff's complaint and granting summary disposition to defendant was void. The circuit court should have dismissed plaintiff's case instead of granting summary disposition on the merits. In light of our ruling, we need not address the propriety of the trial court's grant of summary disposition on the merits.

Plaintiff also argues on appeal that he should not have been ordered to pay sanctions. We decline to address this issue or grant plaintiff relief where he has completely failed to provide any authority to support his argument that he should not have been sanctioned. *Neal v Oakwood Hospital Corp*, 226 Mich App 701, 722; 575 NW2d 68 (1997)

Reversed and remanded for entry of an order dismissing plaintiff's action. We do not retain jurisdiction.

/s/ Janet T. Neff
/s/ Harold Hood
/s/ William B. Murphy