

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

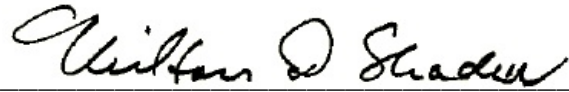
TRAVELERS INDEMNITY COMPANY)	
OF AMERICA, et al.,)	
)	
Plaintiffs,)	
)	
v.)	No. 09 C 5534
)	
WEAVER BOOS CONSULTANTS, INC.,)	
)	
Defendant.)	

MEMORANDUM

Three related insurance companies (collectively "Travelers") have filed this diversity action against Weaver Boos Consultants, Inc. ("Weaver Boos"), stemming from the latter's asserted nonpayment of the audit-ascertained premiums on three workers compensation and commercial insurance policies issued by Travelers. Although this Court is contemporaneously issuing its customary initial scheduling order, this sua sponte memorandum is being issued as well to highlight an obvious problematic aspect of Travelers' Complaint.

Complaint Count I understandably sounds in breach of contract, based on the terms of the three years' policies at issue. But Count II, labeled "Unjust Enrichment by Defendant," ignores the basic principle that no such claim--essentially advanced in quantum meruit terms--is assertable where the parties have a contractual relationship. Although this Court will of course await Weaver Boos' responsive pleading, it would seem that no useful purpose is likely to be served by thus splintering a

single claim (which is the operative concept in federal pleading)
into two parts, one viable and the other not.

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive style with a large initial "M".

Milton I. Shadur
Senior United States District Judge

Date: September 9, 2009