

STATE OF MICHIGAN  
COURT OF APPEALS

---

THOMAS TROMPETER,

Plaintiff-Appellant,

v

CATHOLIC FAMILY SERVICE OF THE  
DIOCESE OF SAGINAW,

Defendant-Appellee.

---

UNPUBLISHED

January 13, 2004

No. 243020

Saginaw Circuit Court

LC No. 95-007773-NZ

Before: Zahra, P.J., and Cavanagh and Cooper, JJ.

PER CURIAM.

Plaintiff appeals as of right the circuit court's order denying his request for interest at a rate of twelve percent, pursuant to MCL 600.6013(5), on a jury award. We affirm.

MCL 600.6013 requires the award of interest on money judgments entered in civil cases. Subsection (5) of the statute provides that for a judgment "rendered on a written instrument," interest is calculated at a rate of twelve-percent per year compounded annually, unless the instrument has a higher interest rate. Plaintiff asserts he is entitled to twelve-percent interest because judgment was rendered on a written instrument. The trial court disagreed, finding the documents plaintiff relied on were not written instruments, and awarded plaintiff interest pursuant to MCL 600.6013(8).

We review de novo an award of interest pursuant to MCL 600.6013. *Everett v Nickola*, 234 Mich App 632, 638; 599 NW2d 732 (1999). The primary goal of statutory interpretation is to give effect to the Legislature's intent. *In re MCI Telecom Complaint*, 460 Mich 396, 411; 596 NW2d 164 (1999). To determine this intent, we examine the statute's plain language. *Id.* If the statutory language is unambiguous, we presume the Legislature intended the meaning plainly expressed, and further judicial construction is neither required nor permitted. *DiBenedetto v West Shore Hosp*, 461 Mich 394, 402; 605 NW2d 300 (2000).

Plaintiff contends the trial court erred in finding various documents did not constitute written instruments on which judgment was rendered. But we need not consider whether these documents meet the requirements of MCL 600.6013(5). Regardless whether the documents may be considered written instruments, plaintiff has failed to demonstrate judgment was rendered on these documents.

The parties submitted this case to the jury on a special verdict. In finding in plaintiff's favor, the jury concluded:

Question No. 2: Did the defendant Catholic Family Service of the Diocese of Saginaw breach any employment agreement or terms or conditions of its personnel policy with respect to plaintiff Tom Trompeter?

Answer: Yes[.]

This special verdict question did not direct the jury to specify the nature of the breach. The jury merely indicated defendant breached *any* employment agreement *or* its personnel policy. Throughout this case, plaintiff asserted defendant breached both written and oral promises to him regarding his employment. The record does not allow us to determine whether the verdict was based on a written instrument. Thus, plaintiff is not entitled to the rate provided in MCL 600.6013(5) and the trial court did not err in denying such request.

Affirmed.

/s/ Brian K. Zahra  
/s/ Mark J. Cavanagh  
/s/ Jessica R. Cooper