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**WISCONSIN COURT OF APPEALS**

110 EAST MAIN STREET, SUITE 215

P.O. BOX 1688

MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880

TTY: (800) 947-3529

Facsimile (608) 267-0640

Web Site: [www.wicourts.gov](http://www.wicourts.gov)

**DISTRICT II**

January 22, 2025

To:

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You are hereby notified that the Court has entered the following opinion and order:

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2023AP1004

Sue Strobel v. Sandra Slatter (L.C. #2022PR73)

Before Neubauer, Grogan and Lazar, JJ.

**Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).**

Sue Strobel appeals from a judgment denying her claims against the Estate of Gregg Groh<sup>1</sup> for unjust enrichment and quantum meruit. Based upon our review of the briefs and Record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2021-22).<sup>2</sup> We affirm.

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<sup>1</sup> Sandra Slatter is Groh's sister and the personal representative of his estate.

<sup>2</sup> All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

Groh and Strobel began dating in 1999. They soon moved in together and lived at multiple addresses, including a house that Groh purchased in 2008. They remained boyfriend and girlfriend and never married.

Groh made six to seven times the amount of money that Strobel made and paid all of the bills relating to his house, including the mortgage, insurance, and utilities. Each month, Strobel wrote Groh a check to pay what she could.<sup>3</sup> In the last six years, that amounted to roughly \$432.00 per month. Strobel also purchased general household items (e.g., cleaning supplies and toilet paper) and performed various tasks such as cooking, cleaning, and doing laundry.

Groh died intestate in January 2022. The personal representative of his estate subsequently demanded that Strobel vacate Groh's house. Strobel did so, and the estate sold the house, retaining approximately \$229,000.00.

Strobel believed that she deserved a portion of the proceeds from the house's sale. Accordingly, she asserted claims against Groh's estate for unjust enrichment and quantum meruit. After a hearing on the matter, the circuit court denied the claims. This appeal follows.

Though conceptually similar, unjust enrichment and quantum meruit are distinct causes of action. *Ramsey v. Ellis*, 168 Wis. 2d 779, 785, 484 N.W.2d 331 (1992). “[R]ecovery for unjust enrichment is based upon the inequity of allowing the defendant to retain a benefit without paying for it[.]” *Id.* Meanwhile, “recovery in quantum meruit is based upon an implied contract to pay reasonable compensation for services rendered.” *Id.*

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<sup>3</sup> Strobel is disabled, and her income was limited to social security insurance.

Unjust enrichment and quantum meruit are both equitable claims. *See Mohns Inc. v. BMO Harris Bank Nat'l Ass'n.*, 2021 WI 8, ¶48, 395 Wis. 2d 421, 954 N.W.2d 339; *Harper, Drake & Assocs., Inc. v. Jewett & Sherman Co.*, 49 Wis. 2d 330, 339, 182 N.W.2d 551 (1971). A circuit court's decision to grant or deny equitable relief is discretionary. *Pietrowski v. Dufrane*, 2001 WI App 175, ¶5, 247 Wis. 2d 232, 634 N.W.2d 109. We generally look for reasons to sustain a court's discretionary decision. *Miller v. Hanover Ins. Co.*, 2010 WI 75, ¶30, 326 Wis. 2d 640, 785 N.W.2d 493.

Here, we are satisfied that the circuit court properly denied Strobel's claim for unjust enrichment. As noted by the court, there was no tangible evidence of a mutual undertaking between the parties with respect to Groh's house. *See Ward v. Jahnke*, 220 Wis. 2d 539, 552, 583 N.W.2d 656 (Ct. App. 1998) (explaining the importance of a mutual undertaking in a claim for unjust enrichment). Moreover, there was nothing inequitable about allowing Groh's estate to retain the benefit of the house's sale. Again, Groh paid all of the bills relating to the house, including the mortgage, insurance, and utilities. The mortgage payment alone was approximately \$1,700.00 per month. Strobel's modest contributions to the couple's living expenses did not entitle her to a share in the equity of Groh's house.

We are also satisfied that the circuit court properly denied Strobel's claim for quantum meruit. At the hearing, there was no testimony as to the reasonable amount of compensation to be paid for what appears to be the usual tasks of any household. In any event, the court effectively found that Strobel received a greater benefit from living with Groh than what she provided him in the form of services rendered. Accordingly, she was not entitled to relief under this claim.

Upon the foregoing reasons,

IT IS ORDERED that the judgment of the circuit court is summarily affirmed. *See* WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

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*Samuel A. Christensen*  
*Clerk of Court of Appeals*