In the Missouri Court of Appeals
Eastern District

DIVISION FIVE

THE RITCHIE GROUP, LLC, Appellant/Cross-Respondent, v. AIR SANSONE, LLC, LIEBER SPIRIT, LLC, and STEVE C. LIEBER, Respondent/Cross-Appellants.	)	ED113745 Filed: July 21, 2026

Appeal from the Circuit Court of St. Louis County
The Honorable Lorne J. Baker, Judge

Introduction

Scott Ritchie and Stephen Lieber shook hands and entered into a business relationship. As their business relationship grew, so did their friendship. Ritchie and Lieber made agreements and modifications to their business relationship, but they never put their agreements in writing. Disagreements developed, their relationship soured, and this litigation followed.

The trial of this case tasked the jury with sorting out what the oral agreements were, whether they were amended, and whether they ever existed. The jury found both that no agreement existed, awarding quantum meruit damages to The Ritchie Group,

LLC, *and* that an agreement did exist, awarding breach of contract damages for unpaid rent to Lieber's company, Air Sansone, LLC. All parties now appeal. Because this Court finds the jury was instructed erroneously on the quantum meruit claim and there was insufficient evidence to support the breach of contract damages, the entire judgment is reversed and the cause is remanded, in part.

Background

Ritchie founded Ritchie Group to engage in the business of buying, selling, and leasing corporate jets and helicopters for clients. Ritchie Group acts as a broker for these transactions. Lieber founded Air Sansone to engage in the business of buying, selling, and leasing aircraft to others. Lieber also founded Lieber Spirit, which owns a hangar at the Spirit of St. Louis Airport. The hangar is large enough to house multiple aircraft, a showroom for exotic sports cars, offices, and conference space.

In 2018, Ritchie and Lieber entered into an oral agreement giving Ritchie Group office space with Lieber Spirit, if Ritchie Group helped Air Sansone buy, sell, and lease various aircraft. They worked together and closed multiple transactions. Ritchie Group made physical improvements to the hangar's facilities.

In February 2020, Ritchie spoke with Lieber about reassessing their original agreement because he believed it was imbalanced. In April 2021, Ritchie again spoke with Lieber about being paid for his company's work and the building improvement expenses.

In July 2022, Ritchie approached Lieber about being paid commissions for his work. Lieber agreed, but countered that Ritchie would need to start paying rent. They

further agreed on fees for transactions on three aircraft. Lieber paid Ritchie for two aircraft commissions, but only partially paid on the third because Ritchie never paid him rent. In July 2023, Lieber asked Ritchie to move out.

Ritchie Group sued Air Sansone and Lieber Spirit. Air Sansone separately sued Ritchie Group. Both lawsuits were consolidated for a jury trial.

After the close of all of the evidence, the circuit court held a jury instruction conference and instructed the jury. The jury returned its verdict, finding in Ritchie Group's favor on its quantum meruit claim in the amount of $975,000, and in Air Sansone's favor on its breach of contract claim in the amount of $100,000.

Air Sansone and Ritchie Group filed post-trial motions, which were denied. Both Air Sansone and Ritchie Group appeal.

Analysis

Air Sansone raises six points on appeal. Air Sansone claims that the circuit court erred by submitting Ritchie Group's quantum meruit claim to the jury because there was not substantial evidence to support it and it was inconsistent with Ritchie Group's breach of contract claim. Air Sansone also challenges the circuit court's submission of Instruction Number 11 to the jury. Because Air Sansone's claims about Instruction Number 11 are dispositive, both parties' claims regarding the compensation of their agreements to buy, sell, and lease various aircraft are reversed and remanded.

Ritchie Group raises three points on appeal, claiming the circuit court erred by: (1) refusing its proposed jury instructions; (2) failing to award it prejudgment interest on its quantum meruit award; and (3) submitting Air Sansone's breach of contract claim to the

jury. Because Air Sansone failed to submit substantial evidence of the reasonable rental value of the portion of the hangar Ritchie Group occupied, its claim for breach of contract is reversed.

Given this Court's disposition, the remaining points raised by the parties need not be addressed because there may be a different result on retrial of Ritchie Group's claims.

Instruction Number 11

Air Sansone raises four points claiming that the circuit court erred by submitting Instruction Number 11 to the jury. Air Sansone argues it was prejudiced because the instruction: failed to conform with the Missouri Approved Instructions ("MAI"); confused and misled the jury; gave the jury a roving commission; and used impermissibly broad language.

This Court conducts *de novo* review to determine whether a jury was instructed properly. *Moody v. Dynamic Fitness Mgmt., Ltd.*, 707 S.W.3d 610, 619 (Mo. banc 2025). This Court reviews the instruction in the light most favorable to its submission. *Williams v. Mercy Clinic Springfield Communities*, 568 S.W.3d 396, 413 (Mo. banc 2019). An instruction is erroneous if it "misdirected, misled, or confused the jury …." *Id*. (quoting *Spence v. BNSF Ry. Co.*, 547 S.W.3d 769, 777 (Mo. banc 2018)). "This Court will reverse only if the error resulted in prejudice that materially affected the merits of the case." *Id.*

The elements of quantum meruit are:

> (1) that the plaintiff provided the defendant with materials or services at the defendant's request or with the acquiescence of the defendant, (2) that the materials or services had reasonable value, and (3) that the defendant failed

> and refused to pay the reasonable value of such materials or services despite the demands of plaintiff.

Central Parking System of Missouri, LLC v. Tucker Parking Holdings, LLC, 519 S.W.3d 485, 498 (Mo. App. 2017). A plaintiff's recovery under quantum meruit is "based upon the reasonable value of the goods or services furnished to the defendant." *Id*.

Parties are required to utilize the MAI when there is an applicable instruction. Rule 70.02(b). Any modification to an applicable MAI must "be simple, brief, impartial, free from argument, and shall not submit to the jury or require findings of detailed evidentiary facts." *Id*. MAI 26.05 is the approved instruction when a party is seeking quantum meruit relief when goods or services were furnished and states:

> Your verdict must be for plaintiff if you believe:
>
> First, plaintiff furnished (here describe generally the goods or the services) to defendant, and
>
> Second, defendant accepted such [goods] [services].

Additionally, there is a footnote at the end of the instruction directing that either "goods" or "services" be selected as the appropriate term.

In support of its quantum meruit claim, Ritchie Group submitted Instruction Number 11, which read:

> Your verdict must be for The Ritchie Group, LLC on its claim for quantum meruit against Air Sansone, L.L.C. if you believe:
>
> First, The Ritchie Group, LLC:
>
> a. sold, purchased, and/or leased aircrafts for Air Sansone, L.L.C.; and/or
>
> b. by performing services for Air Sansone, L.L.C. above and beyond those of a typical broker; and/or

c. managing, improving, and purchasing items for use at the hangar space located at the Spirit of St. Louis Airport.

Second, Air Sansone, L.L.C. accepted such services performed by The Ritchie Group, LLC.

"A proper instruction must be supported by the evidence, follow the substantive law, and be readily understood by the jury." *Bell v. Redjal*, 569 S.W.3d 70, 83 (Mo. App. 2019). Instruction Number 11 fails to meet these standards.

First, the instruction's format is incorrect. Instruction Number 11 has no conjunction between the numbered paragraphs. "The practice of submitting dual or multiple theories of recovery or defense in the conjunctive is prohibited." MAI 1.02. The use of the conjunctive "and" is appropriate in an instruction when joining multiple elements of "a *single theory of recovery*." *Kansas City v. Keene Corporation*, 855 S.W.2d 360, 369 (Mo. banc 1993) (quoting MAI 1.02 Committee Comment F). Instruction Number 11 omits from MAI 26.05 the conjunctive between the elements for quantum meruit.[1]

Second, Ritchie Group submitted three lists of a series of goods and services separated by "and/or" in the instruction. There is no precedent for using the "and/or" format within an instruction. If one were to read the instruction with the conjunction "and," the instruction is incorrect because these lists are not joining multiple elements of a single theory of recovery. If one were to read the instruction with the disjunction "or,"

[1] This Court questions whether MAI 26.05 is the appropriate instruction given that our Supreme Court found that when seeking to recover in quantum meruit for real estate brokerage fees, that instruction needed to be modified. *Williams v. Enochs*, 742 S.W.2d 165, 168-69 (Mo. banc 1987).

the instruction would submit separate theories of recovery. *Cook v. Cox*, 478 S.W.2d 678, 681 (Mo. 1972). Using "and/or" creates an internal inconsistency within the instruction.

When "the MAI prescribes a particular form of instruction, submission of that instruction is mandatory." *Syn, Inc. v. Beebe*, 200 S.W.3d 122, 128 (Mo. App. 2006). The failure to follow the MAI's form results in the presumption of prejudicial error. *Id*. at 128-29. Instruction Number 11 impermissibly omitted one conjunction and added multiple others such that there was no clear instruction for the jury to follow.

Third, "[a]ny issue within a jury instruction must be supported by substantial evidence from which the jury could reasonably find such issue." *Williams*, 568 S.W.3d at 415. "Substantial evidence is evidence, which if true, is probative of the issues and could lead to a jury's decision." *Id*. "[A] mere scintilla of evidence or speculative deductions and conclusions" does not constitute substantial evidence. *Powderly v. South County Anesthesia Associates, Ltd.*, 245 S.W.3d 267, 276-77 (Mo. App. 2008). To the extent Instruction Number 11 could be considered a disjunctive instruction, there must be substantial evidence supporting each alternative. *Williams*, 568 S.W.3d at 415.

There was not substantial evidence supporting, or defining, what services would be provided by a "typical broker." Ritchie testified that his services went beyond a typical broker and the term "typical broker" was used during trial. However, at no point was that term defined so that the jury could compare Ritchie Group's services to those of another broker. While counsel spoke about Ritchie Group providing managerial services at the hangar during opening and closing statements, there was no evidence that Ritchie Group provided any actual management services, or what those services were, at the hangar.

Counsel's unsworn statements are not evidence. *Kelly v. City of Lee's Summit*, 623 S.W.3d 758, 768 (Mo. App. 2021). "An issue submitted by an instruction must be supported by the evidence ...." *Spence*, 547 S.W.3d at 777 (quoting *Oldaker v. Peters*, 817 S.W.2d 245, 251 (Mo. banc 1991)).

Fourth, Instruction Number 11's language describing Ritchie Group's services was too general and broad. "A jury instruction is considered a 'roving commission' when it fails to advise the jury what acts or omissions of the party would constitute liability, when the instruction is too general, or where the instruction submits a question to the jury in a broad abstract way without any limitation to the facts and the law." *Church v. CNH Indus. Am., LLC*, 671 S.W.3d 829, 838 (Mo. App. 2023) (quotation omitted). An instruction must submit specific conduct that establishes a defendant's liability. *Blanks v. Fluor Corporation*, 450 S.W.3d 308, 396 (Mo. App. 2014).

All of the services listed in Instruction Number 11 were too broad and general to ascertain whether Air Sansone was liable to Ritchie Group. The instruction fails to list any *specific* conduct establishing liability. For example, Instruction Number 11 stated that the jury must find Air Sansone liable if Ritchie Group "sold, purchased, and/or leased aircrafts for Air Sansone …." Ritchie admitted that it had been compensated for some of the aircrafts it procured for Air Sansone. Additionally, there was no definition of what services a typical broker would perform. Hence, the jury had no way to measure whether Ritchie Group exceeded this expectation. Finally, with regard to the hangar, there was evidence that Ritchie Group had been compensated for invoices it submitted to Air Sansone. The instruction fails to set forth any limitation or describe any specific

service establishing liability. Failure to identify Ritchie Group's specific acts that could be considered for compensation resulted in Instruction Number 11 giving the jury a roving commission. *McNeill v. City of Kansas City*, 372 S.W.3d 906, 910 (Mo. App. 2012).

Simply put, a quantum meruit instruction should clearly and simply describe the goods or services provided. The instruction given in this case entirely fails to meet this simple standard. The instruction is grammatically incorrect, uses and/or multiple times, submits multiple possible services in a single instruction, and uses undefined, ambiguous terms. It is difficult to believe that this instruction could be comprehended by a reasonable jurist, let alone a reasonable juror.

Because Instruction Number 11 failed to comply with the applicable MAI, improperly used both conjunctives and disjunctives, was not supported by substantial evidence, and was so general and broad to constitute a roving commission, the circuit court committed reversible error in submitting this instruction to the jury. The judgment on this count is reversed and remanded.

Evidence of Damages for Reasonable Rent

Ritchie Group claims the circuit court erred by overruling its motion for judgment notwithstanding the verdict because insufficient evidence supported the circuit court's decision to submit Air Sansone's claim for breach of contract to the jury. Ritchie Group argues there was no evidence regarding the hangar's rental value.

"A [judgment notwithstanding the verdict] is appropriate when a plaintiff fails to make a submissible case." *R.M.A. v. Blue Springs R-IV Sch. Dist.*, 717 S.W.3d 187, 193

(Mo. banc 2025). "This Court must determine whether the plaintiff presented a submissible case by offering evidence to support every element necessary for liability." *Rhoden v. Missouri Delta Med. Ctr.*, 621 S.W.3d 469, 477 (Mo. banc 2021) (quoting *Robinson v. Langenbach*, 599 S.W.3d 167, 176 (Mo. banc 2020)). "Evidence is viewed in the light most favorable to the jury's verdict, giving the plaintiff all reasonable inferences and disregarding all conflicting evidence and inferences." *D.J. by & Through R.J. v. First Student, Inc.*, 707 S.W.3d 581, 585-86 (Mo. banc 2025) (quoting *Smith v. Brown & Williamson Tobacco Corp.*, 410 S.W.3d 623, 630 (Mo. banc 2013)).

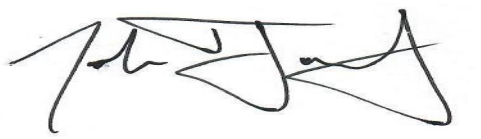
"[I]t is well established that the value of the use, or rental value, of land may be proved by the opinion evidence of witnesses acquainted with the property and the facts bearing on its use." *Ward v. Deck*, 419 S.W.2d 286, 290 (Mo. App. 1967). "Generally, damages need not be established with absolute certainty, but reasonable certainty is required as to both existence and amount, and the evidence must not leave the matter to speculation." *V.J.M. Assocs., Inc. v. Gilmore*, 44 S.W.3d 440, 441 (Mo. App. 2001) (quoting *Affiliated Acceptance Corp. v. Boggs,* 917 S.W.2d 652, 657 (Mo. App. 1996)). Lieber had the burden of proving the existence and the amount of damages. *Best Buy Builders, Inc. v. Siegel*, 409 S.W.3d 562, 565 (Mo. App. 2013).

Lieber failed to meet its burden of proving the rental value of the hangar space. The only evidence arguably related to the hangar's rental value was Lieber's testimony that the entire hangar cost between $290,000 and $325,000 to operate annually. Lieber made no connection between operating costs and rent. Lieber failed to present any facts or data which could be used to establish the reasonable rental value for the portion of the

hangar Ritchie Group occupied. Without any evidence of a reasonable rental value, the jury was left to speculate the amount of damages incurred. Accordingly, there was insufficient evidence in the record to support the award for failure to pay rent, and the judgment in Ritchie Group's favor is reversed.

Conclusion

The circuit court's judgment is reversed, and the cause is remanded, in part.



John P. Torbitzky, Judge

Renée Hardin-Tammons, Chief Judge,
Kathleen S. Hamilton, Judge, concur