

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
ALABAMA

Johnson Contractors, Inc. v. Starbelt, LLC, et al.

Johnson Contractors, Inc. v. Starbelt, LLC, No. 5:23-cv-28-CLM (N.D. Ala. Dec. 9, 2025) · No. 5:23-cv-28-CLM · Decided December 9, 2025

SUMMARY

The United States District Court for the Northern District of Alabama addresses several summary-judgment motions in a construction-payment dispute arising from steel erection work on a Facebook data center. The court grants summary judgment to Starbelt and Meta on Johnson Contractors’ quantum meruit claims, denies Holder’s motion concerning fraud, and grants in part and denies in part Schuff’s motion concerning contract, delay-damages, waiver, and related issues. The opinion identifies the claims remaining for a February 2, 2026 bench trial.

CASE DETAILS

COURT	United States District Court for the Northern District of Alabama
WRITING FOR THE COURT	Corey L. Maze
JURISDICTION	United States District Court for the Northern District of Alabama
DECIDED	December 9, 2025
DOCKET	5:23-cv-28-CLM
DISPOSITION	other
PROCEDURAL POSTURE	Several defendants moved for summary judgment or partial summary judgment in JCI's diversity action involving unpaid compensation for steel erection work, breach of contract, Alabama Prompt Pay Act, quantum meruit, lien perfection, and fraud claims.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 56, the court viewed the facts and drew reasonable inferences in favor of the nonmoving party. Summary judgment was appropriate when no genuine dispute of material fact existed and the moving party was entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	unpublished
PARTIES	Johnson Contractors, Inc. v. Starbelt, LLC, Meta Platforms, Inc., Holder Construction Group, LLC, Schuff Steel Co., Inc., Euler

TOPICS

summary judgment construction law breach of contract quantum meruit civil procedure

PRACTICE AREAS

construction law contracts commercial litigation civil procedure remedies

QUESTIONS PRESENTED

1. Whether Starbelt and Meta were entitled to summary judgment on JCI's quantum meruit claims because express contracts governed the subject matter.
2. Whether JCI could pursue quantum meruit against Starbelt and Meta for pre-work-order acceleration work not covered by an express contract.
3. Whether Holder was entitled to summary judgment on JCI's fraudulent inducement claim for lack of evidence of intent to deceive or actual damages.
4. Whether Schuff was entitled to summary judgment on its breach of contract counterclaim based on JCI's failure to obtain prior written authorization before contracting with Holder.
5. Whether JCI's express contracts barred its quantum meruit claim against Schuff.
6. Whether a lien-and-claims waiver barred JCI's claims for damages accruing before February 28, 2022.
7. Whether the subcontract's no-damages-for-delay clause barred JCI's claimed delay, impact, acceleration, or productivity damages.
8. Whether JCI waived lost-productivity damages by failing to provide contractually required notice within twenty-four hours and in the specified manner.

HOLDINGS

1. An express contract governing the subject matter of the services precludes a quantum meruit or unjust-enrichment claim even when the defendants seeking dismissal were not parties to that contract.
2. JCI could not avoid summary judgment on its quantum meruit claims for pre-work-order work because it presented no evidence that it reasonably expected Starbelt or Meta, rather than Holder, to compensate it.
3. Holder was not entitled to summary judgment because genuine disputes existed regarding whether Holder intentionally misrepresented that it would pay JCI directly and whether JCI suffered actual damages from the alleged misrepresentation.
4. Schuff was not entitled to summary judgment on its breach of contract counterclaim because it failed to establish its own performance under the subcontract or damages caused by JCI's alleged breach.
5. The express Schuff-JCI subcontract and Holder-JCI work order authorization barred JCI's quantum meruit claim against Schuff for services covered by those agreements.

6. Schuff was not entitled to summary judgment establishing that JCI's May 2022 lien-and-claims waiver released JCI's contract damages accruing before February 28, 2022, because the waiver did not name Schuff and was at least ambiguous as to contract claims.
7. Schuff was not entitled to summary judgment based on the no-damages-for-delay clause because a genuine dispute existed over whether JCI's claimed impact and productivity damages were actually delay damages covered by the clause.
8. JCI waived lost-productivity claims accruing before October 5, 2022, because it failed to provide the contractually required written notice within twenty-four hours and in the specified manner.

KEY QUOTATIONS

““When an express contract exists, an argument based on a quantum meruit recovery in regard to an implied contract fails.”” (Discussion § I.A)

““Failure to notify Schuff within twenty-four (24) hours . . . constitute[s] an absolute waiver of said claims.”” (Discussion § III.C.3)

FACTUAL BACKGROUND

Johnson Contractors was a sub-subcontractor hired by Schuff Steel to erect structural and miscellaneous steel for a Facebook data center in Huntsville, Alabama. The JCI-Schuff subcontract incorporated Holder's general contract with Schuff, included a no-damages-for-delay clause, and required written notice of claims within twenty-four hours. After steel-delivery problems impaired JCI's work, Holder and JCI entered a separate work order authorization for time-and-materials acceleration work, but disputes arose over whether Holder would pay JCI directly or route payment through Schuff. JCI later asserted unpaid contract, quantum meruit, lien, fraud, and damages claims, while Schuff asserted a breach of contract counterclaim.

PROCEDURAL HISTORY

JCI filed an amended complaint asserting nine counts against the project owner, general contractor, subcontractor, and sureties. Starbelt and Meta moved for summary judgment on JCI's quantum meruit claims; Holder moved for partial summary judgment on the fraud claim; and Schuff moved for partial summary judgment on its breach of contract counterclaim, JCI's quantum meruit claim, and several damages theories. The court granted Starbelt and Meta summary judgment and dismissed them with prejudice, denied Holder's motion, and granted Schuff's motion in part and denied it in part. Remaining claims were set for a February 2, 2026 bench trial.

DISPOSITION

other

CASES CITED

- Cuesta v. Sch. Bd. of Miami-Dade Cty., 285 F.3d 962, 966 (11th Cir. 2002)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)

- Frank Crain Auctioneers, Inc. v. Delchamps, 797 So. 2d 470, 474 (Ala. 2000)
- Matador Holdings, Inc. v. HoPo Realty Invs., LLC, 77 So. 3d 139, 145 (Ala. 2011)
- Vardaman v. Florence City Bd. of Educ., 544 So. 2d 962, 965 (Ala. 1989)
- Brannan & Guy, P.C. v. City of Montgomery, 828 So. 2d 914, 921 (Ala. 2002)
- Univalor Tr., SA v. Columbia Petroleum, LLC, 315 F.R.D. 374, 382 (S.D. Ala. 2016)
- Kennedy v. Polar-BEK & Baker Wildwood P'ship, 682 So. 3d 443, 447 (Ala. 1996)
- Alexander v. Ala. W. R. Co., 60 So. 295, 484–90 (Ala. 1912)
- Robinson Lumber Co. v. Sager, 75 So. 309, 309–10 (Ala. 1917)
- Valley Joist, Inc. v. CVS Corp., 954 So. 2d 1115, 1118–19 (Ala. Civ. App. 2006)
- H&N Constr., Inc. v. Tarkett USA, Inc., 2022 WL 16557604, at *6–9 (N.D. Ala. Oct. 31, 2022)
- Utah Foam Prods., Inc. v. Polytec, Inc., 584 So. 2d 1345, 1350 (Ala. 1991)
- Leatherwood v. Creighton, 571 So. 2d 1136, 1138 (Ala. Civ. App. 1990)
- Farmers Ins. Exchange v. Morris, 228 So. 3d 971, 978 (Ala. 2016)
- Duke v. Jones, 514 So. 2d 981, 985 (Ala. 1987)
- P&S Bus. Machines, Inc. v. Olympia, U.S.A., Inc., 707 F.2d 1321, 1324 (11th Cir. 1983)
- Combined Servs., Inc. v. Lynn Elecs. Corp., 888 F.2d 106, 107 (11th Cir. 1989)
- S. Med. Health Sys., Inc. v. Vaughn, 669 So. 2d 98, 99 (Ala. 1995)
- Target Media Partners Operating Co., LLC v. Specialty Mktg. Corp., 177 So. 843, 857–59 (Ala. 2013)
- Selby v. Goodman Mfg. Co., LP, 2014 WL 24740317, at *6 (N.D. Ala. June 17, 2014)
- Wayne J. Griffin Elec., Inc. v. Dunn Constr. Co., 622 So. 2d 314, 316–17 (Ala. 1993)
- ThyssenKrupp Steel USA, LLC v. United Forming, Inc., 926 F. Supp. 2d 1286, 1299 (S.D. Ala. 2013)
- Allgood Elec. Co. v. Martin K. Eby Constr. Co., Inc., 85 F.3d 1547, 1549, 1553 (11th Cir. 1996)
- L.A. Merrell Constr. Co., Inc. v. County of Sussex, 1992 WL 183067, at *1 (Del. Super. June 15, 1992)
- Marriott Corp. v. Dasta Constr. Co., 26 F.3d 1057, 1070 & n.26 (11th Cir. 1994)
- Edwards v. Allied Home Mortg. Cap. Corp., 962 So. 2d 194, 207 (Ala. 2007)
- Kinnon v. Universal Underwriters Ins. Co., 418 So. 2d 887, 888 (Ala. 1982)
- Curacare, Inc. v. Pollack, 501 So. 2d 470, 472 (Ala. Civ. App. 1986)