SUPERIOR COURT OF CALIFORNIA

COUNTY OF TUOLUMNE

SIERRA PARK SERVICES, INC., Plaintiff, vs. ROBERT E. BETTENCOURT, JR., Defendant.	Case No.: SC19414 DECISION AFTER TRIAL

This matter came on regularly for a court trial on February 24, 2017, before the Honorable Kate Powell Segerstrom, Judge, presiding. Plaintiff Sierra Park Services, Inc. (hereinafter "Sierra"), appeared through T.M. Lechner, a member of its Board of Directors. Defendant Robert Bettencourt, Jr. appeared in propria persona ("Defendant"). Evidence, both oral and documentary, was presented and the matter was deemed submitted for decision.

Procedural Background

Plaintiff's Claim and Order to Go to Small Claims Court alleges that Defendant failed to make annual payments for services, including but not limited to road maintenance, provided by Sierra to Defendant, who owned real property in I.O.O.F. Odd Fellows Sierra Camp Subdivision (hereinafter "Subdivision) No. 1 and No. 2 during the time frame in question. Sierra further stated that it is the sole provider of services to the Subdivision, and Defendant has benefited from said services, including Defendant's annually-billed share of road maintenance costs for the period of August 31, 2013 through the present.

Discussion

Sierra's Claim and ORDER To Go To Small Claims Court herein ("the Claim") alleges that Defendant owes $900.60 to Sierra for the following:

> "Failure to make annual payments for services, including but not limited to road maintenance, provided by Sierra Paqrk [sic] Services, Inc. to Defendant, who owns property in I.O.O.F. Odd Fellows Sierra Camp Subdivision (Subdivision) No. 1 and No. 2. Sierra Park Services, Inc. is the sole provider of services to the Subdivision, and Defendant has benefitted for [sic] said services, including Defendant's annually-billed share of road maintenance costs."

Nowhere in its Claim does Sierra allege that it has an oral or written agreement to render the above-described services to Defendant in exchange for payment to Sierra. Nowhere in its Claim does Sierra, as a corporation, allege some form of shareholder relationship with and requirement of payment from Defendant for the above-described services. Nowhere does Sierra allege that Defendant requested such services be provided to Defendant, with or without payment for the same. Having made no such allegations, it was not surprising that Sierra admitted at trial there was no written or oral services agreement with Defendant for payment; there was no shareholder agreement with Defendant for payment; and there was no request by Defendant to provide the services at issue.

Rather, Sierra testified that its Claim was based on the common law theory of quantum meruit. Even though that theory is not alleged anywhere in the Claim, the Court allowed Sierra to proceed on that basis and will decide the Claim on that theory.

Very early cases concerning quantum meruit explain the theory is based on proof of performance of services or work and labor for the defendant *at the defendant's request*, together with the *defendant's promise to pay* reasonable value for services rendered. See Merchants Collection Agency v. Gopcevic (1913) 23 Cal.App. 216, 219-220, 137 P. 609; Boardman v. Christin (1924) 65 Cal.App. 413, 419, 224 P. 97.

More specifically, the required elements for a claim of quantum meruit are: "(1) that the plaintiff performed certain services for the defendant, (2) their reasonable value, (3) that they were rendered *at defendant's request*, and (4) that they are unpaid." Cedars Sinai Med. Ctr. v. Mid–West Nat'l Life Ins. Co., 118 F.Supp.2d 1002, 1013 (C.D.Cal.2000) (citing Haggerty v. Warner

(1953) 115 Cal.App.2d 468, 475, 252 P.2d 373) italics added; DPR Construction v. Shire Regenerative Medicine, Inc. , United States District Court, S.D. California (August 29, 2016) --- F.Supp.3d ---- , 2016 WL 4597520; Tenet Healthsystem Desert, Inc. v. Fortis Ins. Co., Inc.; United States District Court, C.D. California (August 30, 2007) 520 F.Supp.2d 1184, 2007 WL 2982241.

On the evidence presented at trial herein, there is no doubt that Sierra performed services that benefitted property owners in the subdivision where Defendant owns property. There was evidence as to the alleged reasonable value of those services, albeit conflicting evidence. Finally, Sierra's ledger showed the services had not been paid for by Defendant. However, at no time did Sierra or Defendant tender evidence that Defendant *requested* the services at issue. Rather, the evidence established that Sierra performed the services unilaterally deemed necessary by its Board of Directors and then billed at rates chosen solely by Sierra, which some residents (including Defendant) have refused to pay.

In deciding that Sierra has failed to meet its burden of proving *all four elements* of a claim for quantum meruit, the Court is mindful that this decision on this evidence produced at trial may establish an unsettling precedent within the subdivision Sierra elects to govern. However the Court is required to adjudicate each case on the evidence and legal theory presented at trial, and on the evidence presented in this case Sierra cannot sustain its burden of proving all four elements required for a recovery in quantum meruit.

IT IS THEREFORE ORDERED Plaintiff shall take nothing by its Claim.

Any exhibits shall be returned to the party that proffered them.

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Dated: 3/24/17

KATE POWELL SEGERSTROM
JUDGE OF THE SUPERIOR COURT