

FILED

MAR 24 2017

Superior Court of California
County of Tuolumne
by: C. Greenfield Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TUOLUMNE

SIERRA PARK SERVICES,

Plaintiff,

vs.

NICHOLAS AND JANICE CARTER,

Defendants.

Case No.: SC19470

DECISION AFTER TRIAL

This matter came on regularly for a court trial on March 3, 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. Defendants Nicholas and Janice Carter (hereinafter "Defendants"), appeared in propria persona. 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 Defendants failed to make annual payments for services, including but not limited to road maintenance, provided by Sierra to Defendants, 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 Defendants have benefited from said services, including Defendants' annually-billed share of road maintenance costs for the period of June 4, 2014 through

1 May 4, 2015, the sale date of Defendant's residence.

2 **Discussion**

3 Sierra's Claim and ORDER To Go To Small Claims Court herein ("the Claim") alleges that
4 Defendants owe \$744.50 to Sierra for the following:

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

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

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

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

26 More specifically, the required elements for a claim of quantum meruit are:
27 "(1) that the plaintiff performed certain services for the defendant, (2) their reasonable value, (3) that
28 they were rendered *at defendant's request*, and (4) that they are unpaid." Cedars Sinai Med. Ctr. v.

1 Mid-West Nat'l Life Ins. Co., 118 F.Supp.2d 1002, 1013 (C.D.Cal.2000) (citing Haggerty v. Warner
2 (1953) 115 Cal.App.2d 468, 475, 252 P.2d 373) italics added; DPR Construction v. Shire
3 Regenerative Medicine, Inc. , United States District Court, S.D. California (August 29, 2016) ---
4 F.Supp.3d ---- , 2016 WL 4597520; Tenet Healthsystem Desert, Inc. v. Fortis Ins. Co., Inc.; United
5 States District Court, C.D. California (August 30, 2007) 520 F.Supp.2d 1184, 2007 WL 2982241.

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

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

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

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

22
23 Dated: MAR 24 2017

24
25 **Kate Powell Segerstrom**

26 **KATE POWELL SEGERSTROM**
27 **JUDGE OF THE SUPERIOR COURT**
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