

SUPERIOR COURT OF THE STATE OF CALIFORNIA NORTHWEST DISTRICT-VAN NUYS COURT COUNTY OF LOS ANGELES	FOR COURT USE ONLY F I L E D SUPERIOR COURT 7/07/09
PLAINTIFF :CAINE & WEINER COMPANY, INC., VS DEFENDANT :BEVERLY HILLS RENT A CAR, INC.	JOHN A. CLARKE, CLERK
CLERK'S CERTIFICATE OF SERVICE	CASE NUMBER 08E14408

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the NOTICE OF RULING ON SUBMITTED MATTER upon each party or counsel named below by depositing in the United States mail at the courthouse in VAN NUYS California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

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JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

DATE: 7/07/09

_____, Deputy Clerk
 TINA JACQUEZ

JUL 06 2009

JOHN A. CLARKE, CLERK
Tina U. S.
BY TINA JACQUEZ, DEPUTY

Superior Court of the State of California

County of Los Angeles

Caine and Weiner Company, Inc.,

Plaintiff,

vs.

Beverly Hills Rent a Car, Inc., et al,

Defendants

) Case No.: 08E 14408

) Ruling on Matter Taken Under Submission

The Court, having heard evidence on this matter, makes the following ruling:

The Court finds in favor of Defendants, and against Plaintiff.

Plaintiff, a debt collection company, undertook to collect a debt incurred by one Ingrid Taylor to Beverly Hills Rent a Car (BHRAC) which had become uncollectible. Plaintiff spent a fair amount of time trying to contact the debtor, Ms. Taylor, to obtain repayment of the debt, but was unable to persuade her to repay the debt. They eventually sent a letter to BHRAC stating that they were unable to collect and were closing their files, ceasing any further attempts to collect. Unknown to Plaintiff, BHRAC had already secured payment of the debt before receiving notice from Plaintiff that they were ceasing their efforts.

Plaintiff had collected several other debts on behalf of BHRAC, in return for which BHRAC had paid to Plaintiff an amount representing 25% of the debt recovered. Significantly, Plaintiff was unable to present to the Court any written contract signed by anyone employed by BHRAC, or even any series of writings or emails that would constitute an enforceable agreement with BHRAC as to either the prior debts which had successfully been recovered or the debt incurred by Ms. Taylor. Although an exemplar was offered to the Court, meant to represent a "typical" such contract, any contract between the parties if such ever existed had been

1 inadvertently destroyed long before the transaction at issue herein occurred. It was undisputed,
2 however, that prior debts had been collected and that Plaintiffs had been paid by BHRAC for
3 accomplishing collection of those debts. Defendants now allege that collection efforts by
4 Plaintiff on Ms. Taylor's debt were unauthorized by Defendants, and that BHRAC never agreed
5 to pay for such efforts, in spite of the uncontested fact that they had previously paid Plaintiffs for
6 collection of other debts.

7 Preliminarily, the Court finds that there is no binding contract between the parties herein.
8 Although at one point such an agreement may have existed, no copy of it exists and the Court is
9 unable to say with certainty what the critical terms of the agreement are. Although the Court
10 could infer that, due to the apparently routine payment by BHRAC of 25% of any recovery made
11 by Plaintiffs on other debts, the parties had at one point had an agreement to do so, the record is
12 silent as to the critical point that is at the heart of this matter: What is BHRAC's liability to
13 Plaintiff if Defendant recovers a debt through its own efforts after Plaintiff begins collection
14 efforts? The exemplar contract produced by Plaintiff would require BHRAC to tender the 25%
15 fee to Plaintiff, but since the Court has no such contract upon which to base its ruling herein, its
16 terms are irrelevant.

17 This case is properly one which can stand, if at all, on the basis of a *quasi-contractual*
18 recovery. That is a doctrine meant to prevent unjust enrichment by a party in circumstances
19 where an enforceable contract was not proven to exist between the parties. Critical to recovery
20 under such a doctrine is the requirement that Plaintiff prove they provided a benefit to
21 Defendant, the retention of which by Defendant without payment to Plaintiff would result in the
22 unjust enrichment of Defendant.

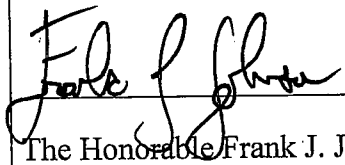
23 Plaintiff has failed to show how, in any meaningful respect, its efforts were responsible
24 for BHRAC's ultimate success in collecting this debt. It appears to the Court, that although
25 Plaintiff made substantial efforts to collect Ms. Taylor's debt, Defendant BHRAC was

1 responsible in the last analysis for the successful payment of this debt (by Ms. Taylor's parents).
2 Without proof of a benefit conferred by Plaintiff upon Defendant BHRAC, this Court is unable
3 to award any amount in *quantum meruit* to Plaintiff. **Young v. Bank of Calif.** (1948) 88 CA 2d
4 184 (also decided on Statute of Frauds grounds).

5 Costs of suite awarded to Defendant, according to Memorandum of Costs to be filed with
6 this Court.

7
8 So Ordered:

9 Dated: July 6, 2009

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11 _____
12 The Honorable Frank J. Johnson

13 Judge of the Superior Court
14 County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA NORTHWEST DISTRICT-VAN NUYS COURT COUNTY OF LOS ANGELES	FOR COURT USE ONLY
PLAINTIFF : CAINE & WEINER COMPANY, INC., VS DEFENDANT : BEVERLY HILLS RENT A CAR, INC.	
JUDGMENT BY NON-JURY TRIAL	CASE NUMBER 08E14408

In Department NWH,
 Honorable FRANK J JOHNSON , JUDGE Presiding.

The court, after having considered the evidence,

ordered the following Judgment: It is adjudged that on the complaint,
 plaintiff(s) take nothing on the complaint and defendant(s)
 INC. BEVERLY HILLS RENT A CAR
 DBA BEVERLY HILLS RENT-A-CAR

recover from plaintiffs
 INC., CAINE & WEINER COMPANY
 the sum of \$.00, \$.00 attorney fees, and \$.00 interest
 with costs as provided by law to be filed with this court.

 T. JACQUEZ Deputy Clerk

FILED AND ENTERED
 ON 7/06/09
 JOHN A. CLARKE
 CLERK OF THE ABOVE NAMED COURT

By: T. JACQUEZ , Deputy