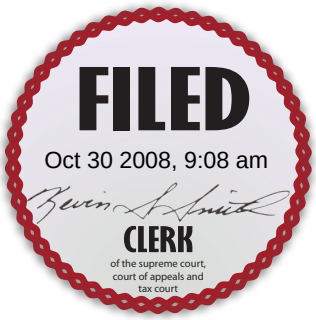

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IN THE
COURT OF APPEALS OF INDIANA

POWER, LITTLE & LITTLE,	)	
	)	
Appellant-Plaintiff,	)	
	)	
vs.	)	No. 12A02-0712-CV-1160
	)	
BARBARA ADAMS,	)	
	)	
Appellee-Defendant.	)	

APPEAL FROM THE CLINTON SUPERIOR COURT
The Honorable Peggy Lohorn, Special Judge
Cause No. 12D01-0704-SC-463

October 30, 2008

MEMORANDUM DECISION - NOT FOR PUBLICATION

BRADFORD, Judge

Appellant-Plaintiff Power, Little & Little ("the Firm") appeals the small claims court's judgment in favor of Appellee-Defendant Barbara Adams. We affirm.

FACTS AND PROCEDURAL HISTORY

During the late summer of 1998, Adams contacted the Firm regarding representation in an ongoing post-dissolution dispute with her ex-husband. Adams received no documentation from the Firm regarding fees, but was told that the Firm's representation would cost $2500, plus the costs of mediation, if necessary. Adams paid the firm $2500 plus mediation costs in the amount of $1222. At that time, the parties had no further conversations regarding attorney's fees.

At some point during the spring of 2000, Adams contacted the Firm and expressed that she no longer wished to continue the litigation or retain the Firm's services. On August 14, 2000, Adams again notified the Firm, this time in writing, that she no longer wished to continue the litigation or retain the Firm's services.

In late 2006, Adams received a letter from the Firm dated November 10, 2006, requesting additional payment in the amount of $5572.60. Adams believed that she had paid all legal fees owed to the Firm at the conclusion of mediation, and therefore refused to pay the additional $5572.60 requested by the Firm. The Firm did not provide itemized documentation of the additional fees allegedly associated with the Firm's representation, even upon request by Adams, prior to the outset of litigation on April 10, 2007.

On April 10, 2007, the Firm filed a Notice of Claim against Adams in the small claims court seeking $5572.60 for allegedly unpaid legal fees. At the conclusion of the trial which

was conducted on October 31, 2007, the small claims court entered judgment in favor of Adams. The Firm now appeals.

DISCUSSION AND DECISION

On appeal, the Firm challenges the judgment of the small claims court, claiming that (1) the small claims court erred in holding that the evidence did not support recovery by the Firm, and (2) the Firm is entitled to recover in *quantum meruit*. In making these claims, the Firm argues that the small claims court's oral comments amount to special findings and conclusions thereon, and that we should employ a two-tiered review to determine whether the evidence supports the small claims court's findings, and whether the findings support the judgment. Without determining whether the court's statements amount to special findings, we address the Firm's claims and reject them on their merits. Because we reject the Firm's claims on the merits, our disposition of the instant matter does not require us to determine whether the small claims court's oral statement constituted special findings or a general judgment.

I. Small Claims Court's Judgment

A. Standard of Review

> Our standard of review is particularly deferential in small claims actions, where the trial shall be informal, with the sole objective of dispensing speedy justice between the parties according to the rules of substantive law. Nevertheless, the parties in a small claims court bear the same burdens of proof as they would in a regular civil action of the same issues. While the method of proof may be informal, the relaxation of evidentiary rules is not the equivalent of relaxation of the burden of proof. It is incumbent upon the party who bears the burden of proof to demonstrate that it is entitled to the recovery sought.

Mayflower Transit, Inc. v. Davenport, 714 N.E.2d 794, 797 (Ind. Ct. App. 1999) (citations and quotation marks omitted).

Here, the Firm bore the burden of proof before the small claims court, a burden the small claims court concluded that it had failed to carry. *See Ind.-Am. Water Co. v. Town of Seelyville*, 698 N.E.2d 1255, 1258 (Ind. Ct. App. 1998) (stating that the party asserting a breach of contract bears the burden of proof). Accordingly, we apply a negative judgment standard of review. *LTL Truck Serv., LLC v. Safeguard, Inc.*, 817 N.E.2d 664, 667 (Ind. Ct. App. 2004).

On appeal, we will not reverse a negative judgment unless it is contrary to law. *Id.* A judgment is contrary to law when the evidence is without conflict and leads to but one conclusion which is opposite from that reached by the trial court. *Mayflower Transit*, 714 N.E.2d at 798. To determine whether the judgment is contrary to law, we consider the evidence in the light most favorable to the appellee, together with all the reasonable inferences to be drawn therefrom. *LTL Truck Serv.*, 817 N.E.2d at 667 (citations and quotation marks omitted).

B. Analysis

At the conclusion of the trial, the small claims court stated the following:

> This claim arose in the nature of a contract for legal services between the plaintiff and the defendant. The Court will note that the burden of proof lies on the plaintiff to show by a preponderance of the evidence that there was a contract for services in the amount that was agreed upon.… The Court finds that based upon that, that the most reasonable interpretation of the contract by the parties would be that [the Firm] accepted $2500 for payment of services, in addition to the payment of a mediation expense, which has been paid. The Court can not find by preponderance of the evidence that the plaintiff has

> shown that [Adams] owes any further amount for legal representation, whether or not that was based upon poor accounting practices or not, the burden ultimately falls upon the plaintiff. So in this case judgment will be for the defendant.

Tr. pp. 68-70. The Firm specifically challenges the small claims court's statement that it bore the burden of proof, that an unreasonable amount of time passed between the end of the Firm's representation of Adams and the initiation of suit, and that the Firm lacked a method of tracking the amount of time spent on a specific case.

The Firm challenges the small claims court's statement that the Firm bore the burden of proof in the instant matter. It is well-established that the "burden [is] upon the plaintiff to show the character of the contract under which the [parties] acted, and a breach thereof." *Daniels v. Indiana Trust Co.*, 222 Ind. 36, 43, 51 N.E.2d 838, 840 (1943). At trial, Adams testified that she was told by a representative of the Firm that the Firm's representation would cost $2500 plus mediation costs. Adams further testified that she had no further conversations with any representative from the Firm regarding attorney's fees. Additionally, the Firm's own representative testified that he had told Adams that the estimated fee for services would be between $2500 and $5000 plus the cost of mediation. Nothing in the record suggests, as the Firm contends, that the parties entered into a contract, agreeing that Adams would pay the Firm on an hourly basis. Here, in light of the evidence presented at trial and the long-standing proposition in Indiana law that the plaintiff, not the defendant, bears the burden of proving the existence and nature of a contract, we are unconvinced that the trial court erred in finding that the Firm failed to meet its burden of proof. *See Ochoa v. Ford*, 641 N.E.2d 1042, 1044 (Ind. Ct. App. 1994). Therefore, we reject the Firm's claim

that the small claims court's statement regarding the burden of proof was contrary to law.

Having found no error in the small claims court's conclusion that the Firm failed to carry its burden of proof in this action, we need not address the Firm's remaining challenges to the allegedly unreasonable amount of time that passed between the end of the Firm's representation of Adams and the initiation of suit and the Firm's lack of a specified method for tracking the amount of time spent on individual cases. Further, to the extent that these challenges are a request to reweigh the evidence presented before the small claims court, we decline to do so. *See Gabriel v. Windsor, Inc.*, 843 N.E.2d 29, 49 (Ind. Ct. App. 2006).

II. *Quantum Meruit*

"*Quantum meruit* is an equitable doctrine permitting recovery 'where the circumstances are such that under the law of natural and immutable justice there should be recovery as though there has been a promise.'" *King v. Terry*, 805 N.E.2d 397, 400 (Ind. Ct. App. 2004) (quoting *Bayh v. Sonnenburg*, 573 N.E.2d 398, 408 (Ind. 1991)). To prevail on a claim of *quantum meruit*, the plaintiff must establish that a measurable benefit has been conferred upon the defendant under such circumstances that the defendant's retention of the benefit would be unjust. *Id*. In the case of attorney and client, the value of the attorney's representation is the benefit the client received from the attorney's work. *Carr v. Pearman*, 860 N.E.2d 863, 873 (Ind. Ct. App. 2007).

Here, the Firm claims that it is entitled to recover the additional attorney's fees sought because Adams failed to pay for services performed on her behalf. However, the record is void of any evidence suggesting that the Firm conferred any benefit on Adams for which

Adams would be unjustly enriched if she did not pay the additional fees. The evidence established that Adams was told that the Firm's representation would cost $2500 plus the cost of mediation, which Adams has paid. In light of the small claims court's statement that the most reasonable interpretation of the contract by the parties would be that the Firm accepted $2500 for payment of services, in addition to the payment of a mediation expense, which has been paid, we conclude that the Firm was not entitled to recover any additional fees under the equitable doctrine of *quantum meruit*.

Having concluded that the small claims court's statement that the Firm, which bore the burden of proof, failed to carry such burden was not contrary to law and that the Firm is not entitled to recover under the equitable doctrine of *quantum meruit*, we affirm the judgment of the small claims court.

The judgment of the small claims court is affirmed.

RILEY, J., and BAILEY, J., concur.