

## **Buciak, Melissa@Waterboards**

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**From:** Mark Chaney <mchaney@shn-engr.com>  
**Sent:** Wednesday, October 10, 2012 4:55 PM  
**To:** Buciak, Melissa@Waterboards  
**Cc:** 'Mike Foget'; 'Mike Palmer'; 'Roland Rueber'  
**Subject:** Payless Gas & Food Mart  
**Attachments:** 20111014-Payless ltr from lawyer.pdf

Melissa,

Thanks for your help on this project. As we discussed, had SHN been reimbursed by the Client as he was paid by the USTCF we would no doubt be at or very near closure on this site.

Here is the contact info that I have for the clients. Also included is the RR#15 payment notice and our attempt to recoup our costs on the project (attorney letter).

**Clients Contact:**

Hardip Singh Sandhu-agent, site manager and primary contact for SHN.

Jaswinder Shergill (we also note in our files "Jaswinder Singh Sandhu-wife) who signed our contract.

Address: 420 Alamo Avenue, Weed, CA 96094.

Phone Numbers that we have are: 530-262-3359; 530-938-4134 (Weed Store [97 Mini Mart]); FAX 530-938-3378.

Email: [97minimart@gmail.com](mailto:97minimart@gmail.com)

*Mark S. Chaney*

**SHN Consulting Engineers & Geologists, Inc**

Principal

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530-221-0135 fax

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OCT 17 2011

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DONALD B. ROBERTS, of Counsel  
RONALD F. ANGELL, Retired  
MICHAEL J. HILL, Retired

October 14, 2011

~~Jaswinder Shergil  
Hardip Singh Sandhu  
d.b.a Payless Gas & Food Mart  
Weed, California 96094~~

Re: Payless Gas & Food Mart, 3440 South Market Street, Redding, California

I am writing to you regarding an outstanding debt that you owe to SHN Consulting Engineers & Geologists, Inc. (hereinafter SHN). This letter is an attempt to collect that debt. Pursuant to an agreement dated March 26, 2007, you retained SHN to perform work related to your property and the associated environmental liability, located at 3440 South Market Street, Redding, California., located at 3440 South Market Street, Redding, California."

You currently owe SHN \$82,980.19 for work performed at 3440 South Market Street, Redding, California. You were reimbursed by the State of California the sum of \$59,786.97 due to the foregoing work performed by SHN, but you retained the payment. Consequently, you have been suspended from any further state payments pending payment to SHN and a review of this case by the state.

If payment is not received within 30 days or if alternative payment arrangements have not been agreed to in writing, SHN will have no choice but to file a breach of contract claim against you.

While Hardip Singh Sandhu was not a signatory to the written agreement, he is still obligated to SHN on a quantum meruit theory of liability because he definitely requested work to be performed for his benefit and the invoice for that work remains outstanding. Work was conducted under his personal involvement. A quantum meruit claim is a quasi-contract claim for the reasonable value of services rendered. (See Jogani v. Superior Court (2008) 2008 WL 2941864.) Here, there can be no question that SHN simply seeks the reasonable value of the services it rendered at both of your requests and under your express and implicit promises to pay.

In addition, Hardip Singh Sandhu is also plainly liable to SHN under the terms of the written contract between SHN and Jaswinder Shergill. You both undertook a course of action that reasonably led SHN to believe you were partners for which you are both liable for the partnership debts.

A partnership can be an informal and oral one. (Promotus Enterprises, Inc. v. Jiminez (1971) 21 Cal.App.3d 560, 566.) A partnership is merely an association of two or more persons to carry on as co-owners a business for profit. (Hunter v. Croysdill (1959) 169 Cal.App.2d 307, 313.)

California Corporations Code, § 16301 provides:

(1) Each partner is an agent of the partnership for the purpose of its business. An act of a partner, including the execution of an instrument in the partnership name, for apparently carrying on in the ordinary course the partnership business or business of the kind carried on by the partnership binds the partnership, unless the partner had no authority to act for the partnership in the particular matter and the person with whom the partner was dealing knew or had received a notification that the partner lacked authority.

Corporations Code, § 16308 provides:

(a) If a person, by words or conduct, purports to be a partner, or consents to being represented by another as a partner, in a partnership or with one or more persons not partners, the purported partner is liable to a person to whom the representation is made, if that person, relying on the representation, enters into a transaction with the actual or purported partnership. If the representation, either by the purported partner or by a person with the purported partner's consent, is made in a public manner, the purported partner is liable to a person who relies upon the purported partnership even if the purported partner is not aware of being held out as a partner to the claimant. If partnership liability results, the purported partner is liable with respect to that liability as if the purported partner were a partner. If no partnership liability results, the purported partner is liable with respect to that liability jointly and severally with any other person consenting to the representation.

(b) If a person is thus represented to be a partner in an existing partnership, or with one or more persons not partners, the purported partner is an agent of persons consenting to the representation to bind

Jaswinder Shergil  
Hardip Singh Sandhu  
October 14, 2011  
Page 3

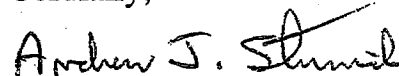
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them to the same extent and in the same manner as if the purported partner were a partner, with respect to persons who enter into transactions in reliance upon the representation. If all of the partners of the existing partnership consent to the representation, a partnership act or obligation results. If fewer than all of the partners of the existing partnership consent to the representation, the person acting and the partners consenting to the representation are jointly and severally liable.

Based on the foregoing, you are both liable to SHN and you should resolve this debt. There is an attorney fee provision in the contract. It is, therefore, in your best interest to resolve this matter before the debt is increased by attorney fees.

Note that this letter is an attempt to collect a debt and any information received will be used for that purpose.

Cordially,

  
Andrew J. Stunich

AJS:sv  
cc: Mark Chaney

State Water Resources Control Board  
UST Cleanup Fund  
**DOCUMENTATION REQUEST**

Claim No: 13623

Region: 5

Date: 7/12/11

Claimant: JASWINDER SHERGILL, ASSIGNEE

Reimbursement Request #: 15

Reviewed By: Janice Nishita

For the following invoices, submit the Proof of Payment Affidavit Form within 60 days of the issuance date of the Fund's reimbursement check. For vendors that are unable to complete this form, continue to submit copies of the cancelled check. The Proof of Payment Affidavit Form can be found on the Fund's web site at: [http://www.waterboards.ca.gov/water\\_issues/programs/ustcf/forms.shtml](http://www.waterboards.ca.gov/water_issues/programs/ustcf/forms.shtml).

**NOTE: Future payments will not be processed until proof of payment for these invoices are received.**

Check Made Payable To:	Invoice #	Invoice Date	Invoice Amount	Eligible Cost	(comments)
SHN	64689	04/17/08	1,279.04	14.04	
	65329	06/17/08	7,151.48	7,151.48	
	65608	07/21/08	4,247.80	4,247.80	
	65884	08/13/08	10,371.31	10,371.31	
	66192	09/12/08	2,262.70	2,262.70	
	66540	10/17/08	7,697.50	7,697.50	
	66929	11/19/08	4,173.75	4,173.75	
	67415	01/15/09	13,888.49	13,888.49	
	67467	01/19/09	5,465.15	5,465.15	
	67619	01/29/09	4,514.75	<u>4,514.75</u>	
		<b>TOTAL</b>		<b>\$59,786.97</b>	