

FILED
JUN 13 2013

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
Hellyer & Stark

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

FORENSIC CONSULTANTS' MEDICAL
GROUP, INC.,

Plaintiff,

vs.

COUNTY OF STANISLAUS, STANISLAUS
COUNTY SHERIFF'S DEPARTMENT,
SUNG-OOK BAIK, ADAM
CHRISTIANSON, and DOES 1 through
100, inclusive,

Defendants.

Case No.: 626798

RULING AFTER TRIAL

This case came on regularly for Court Trial on October 31, 2012, November 1, 2012, November 2, 2012, November 6, 2012, and November 7, 2012 in Department 21, the Honorable William A. Mayhew, presiding.

Plaintiff/Cross-Defendant, FORENSIC CONSULTANTS' MEDICAL GROUP, INC. (hereinafter "Plaintiff") was present by Dustin Dyer, Esq. and Michael Dyer, Esq. (Also present was Dr. Robert Lawrence.)

Defendant/Cross-Complainant, COUNTY OF STANISLAUS and Defendants, ADAM CHRISTIANSON, and STANISLAUS COUNTY SHERIFF'S

PARTMENT (hereinafter "Defendants") were present by D. Lee
lgepeth, Esq.

At the conclusion of the trial, the Court ordered a
riefing schedule. A hearing re supplementing the record was
d on April 9, 2013. After that hearing, the Court requested
uments from counsel. Upon receipt of the documents thereto,
well as a further request for additional briefing or hearing,
e Court took this matter under submission.

After due consideration, the Court finds as follows:

The Court **DENIES** the request of Defendants for
ditional briefing or additional hearing. Defendants have had
ufficient time and opportunity to present all evidence and
ument presented by the issues in this case.

Factually, this is a relatively simple case. The
aintiff had contracted with Defendants to provide Plaintiff
opsy services. The last written contract is dated June 26,
05, and is effective July 1, 2005 expiring on June 30, 2010.
agraphs 3.1, 3.2, 3.3 and 3.4 provide for earlier
mination, but none of those provisions are applicable here.

On January 8, 2007, Dr. Lawrence wrote Sheriff ADAM
ISTIANSO requesting termination of the contract immediately.
re was no basis within the contract for such a request. Dr.
rence felt that he was not receiving sufficient dollars under
e contract.

Thereafter, the parties worked out an agreement, See
ibit 3, Sgt. Ghimenti's letter of February 27, 2007, that
ified the July 1, 2005 contract. One (1) paragraph of that
ter provided that "The parties will negotiate for the purpose

1 of developing a new agreement to become effective on July 1,
2 2007." No such negotiations ever took place. The Sheriff and
3 CEO thereafter presented it to the Board of Supervisors and the
4 Board approved an increase in the costs of the contract.

5 It is clear to the Court that the original contract
6 was modified in writing and that Defendants then breached the
7 contract by the letter of August 10, 2007 which Sheriff, ADAM
8 CHRISTIANSON addresses the Plaintiff that "...You are being
9 released from your obligation to provide services to the
10 Stanislaus County Coroner's Office as of November 5, 2007."
11 Later, the Plaintiff was advised that the ending date would be
12 September 7, 2007.

13 As to Sheriff ADAM CHRISTIANSON, the Court finds no
14 individual liability. As the Court pointed out when it granted
15 Dr. SUNG-OOK BAIK'S motion for judgment, Dr. BAIK was a "free
16 agent" at the time he was offered a contract by the Sheriff.
17 The Sheriff was mistaken, in the Court's view, that he could
18 terminate the Plaintiff's contract, but the Sheriff obviously
19 was greatly concerned about Defendants' ability to provide
20 autopsy services and, in particular, the ability to respond to
21 the needs of the District Attorney's Office for the services of
22 forensic pathology services.

23 The Court finds no individual liability in this matter
24 as far as Sheriff ADAM CHRISTIANSON is concerned.

25 Defendants argue essentially that the original
26 contract was terminated when the two (2) sides did not negotiate
27 a new contract as set forth in Sgt. Ghimenti's letter of
28 February 27, 2007 or that it became a month-to-month contract

1 after July 1, 2007, however, there is no evidence to support
2 that view. Obviously, the parties could have negotiated a new
3 agreement, but for whatever reason, each chose to not do so. In
4 the Court's view that leaves the original contract, as amended,
5 in full force and effect.

6 Defendants argue that there was an anticipatory breach
7 of the contract. However, the January 8, 2007 letter from Dr.
8 Lawrence merely was "a request to terminate...". Further, the
9 parties then negotiated an amendment to the original contract.

10 Defendants could have forced Dr. Lawrence to either
11 breach the original contract and then sued him for damages or
12 perform the contract as written. Instead, Defendants chose to
13 amend the contract.

14 Defendants also argue that the Plaintiff did not have
15 the exclusive right to do all the autopsies. However, the
16 history of the parties in carrying out this contract do not
17 support this argument.

18 Cross-Complainant, COUNTY OF STANISLAUS is not
19 entitled to judgment on its cross-complaint and the Cross-
20 Defendant, FORENSIC CONSULTANTS' MEDICAL GROUP, INC. is entitled
21 to a judgment on the said cross-complaint.

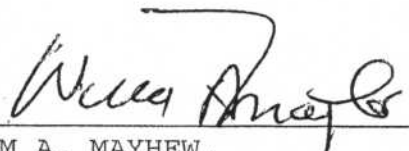
22 The real question in this case is the amount of
23 damages that the Plaintiff is entitled to against the Defendant,
24 COUNTY OF STANISLAUS.

25 Plaintiff seeks One Million, Three Hundred Seventy
26 Thousand, Three Hundred and Fifty Dollars (\$1,370,350.00) in
27 damages as set forth in Exhibit A to their post-reply trial
28 brief. The Defendants have not effectively rebutted either the

1 amount claimed nor the method of calculation. Therefore, the
2 Court will award Plaintiff, FORENSIC CONSULTANTS' MEDICAL GROUP,
3 INC. judgment in the sum of One Million, Three Hundred Seventy
4 Thousand, Three Hundred Fifty Dollars (\$1,370,350.00) plus
5 interest at ten percent (10%) interest from July 1, 2010.

6 Plaintiff's counsel shall prepare a proposed statement
7 of decision and a proposed judgment.

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9 Dated: JUN 13 2013


10 WILLIAM A. MAYHEW,
11 Judge of the Superior Court
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