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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

ROBERT H. BISNO, Plaintiff and Appellant, v. VINEYARDS DEVELOPMENT, INC., et al., Defendants and Respondents.	B278703 (Los Angeles County Super. Ct. No. BC585019)

APPEAL from judgment and order of the Superior Court of Los Angeles County, Maureen Duffey-Lewis, Judge. Affirmed in part, reversed in part, with directions.

Law Offices of Andrew D. Weiss and Andrew D. Weiss, for Plaintiff and Appellant.

Coontz & Matthews LLP, M. Stephen Coontz; Allen Matkins Leck Gamble Mallory & Natsis LLP, Charles D. Jarrell, for Defendants and Respondents.

INTRODUCTION

Plaintiff and appellant Robert H. Bisno appeals from a judgment entered in favor of defendants and respondents Vineyards Development Inc., Ryan Ogulnick, and VDB Santa Ana, LLC (VDB) after the court sustained respondents' demurrer without leave to amend. Bisno contends his claims are not barred by the doctrines of claim preclusion or issue preclusion. Respondents argue the trial court correctly sustained their demurrer based on prior litigation that resulted in judgments adverse to Bisno's company.[1] We hold that the trial court correctly sustained the demurrer to all causes of action except for the eleventh, alleging quantum meruit for legal services. We affirm, except for that portion of the judgment sustaining the demurrer to the eleventh cause of action, and remand to the trial court for further proceedings.

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[1] We grant the requests for judicial notice filed by Bisno and respondents to the extent they request judicial notice of relevant unpublished appellate opinions. We deny respondents' request for judicial notice of the oral argument before the Ninth Circuit.

FACTUAL AND PROCEDURAL BACKGROUND

Overview

Bisno and Ogulnick met in 2010 and began doing business through their respective companies. Bisno's company was Bisno Development Enterprise, Inc. (BDE).[2] Ogulnick's company was Vineyards.[3] VDC at the Met, LLC (VDC) was the corporate entity created to facilitate funding and administration of a business project (Project), under which a group of outside investors (Investors) provided funding, VDC purchased a parcel of property in Santa Ana, California (Property), Bisno obtained modifications to the Property's entitlements,[4] and the Property would be

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[2] Bisno and BDE are in privity, as explained later in this opinion. We use the name Bisno to refer to either the individual or the company, only specifying when relevant.

[3] We use the term "Vineyards" to refer to Vineyards Development, Inc., as well as VDB Santa Ana, LLC.

[4] As we explained in an earlier unpublished opinion involving a separate lawsuit filed by Bisno, "'Entitlements' are discretionary approvals by government authorities with jurisdiction over the property required for development of the property, including, for example, zoning changes, variances for open space and parking requirements, and plan review." (*Bisno Development Enterprise, LLC v.*

developed and sold at a profit. According to Bisno, Ogulnick agreed Bisno's work on obtaining entitlement modifications would earn him 40% of the profits, and a draft document called the Entitlement Representation Agreement (the ERA) reflected their agreement. Bisno was also paid by VDC for his past and ongoing work on development and entitlement related services pursuant to an independent contractor agreement (the ICA). While the amount of profits is likely in dispute, Bisno contends that but for his involvement the value of the Property "would have been no more than its purchase price, $6,100,000 rather than $17,250,000 for which the property was sold on or about October 3, 2013."

Bisno's opening brief notes the Project "has spawned nearly a dozen lawsuits." Three lawsuits are pertinent to the current appeal.

Bisno I

In October 2013, BDE filed a complaint against the Investors[5] seeking a 40% profits interest as damages. (*Bisno Development Enterprise, LLC v. Levine* (Super. Ct. L.A. County, 2013, No. BC524604) (*Bisno I*).) The gravamen of

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Vineyards Development, Inc. (Dec. 22, 2016, B265478 [nonpub. opn.], p. 3, fn. 1.)

[5] The named defendants were Barry Levine; Ari Schottenstein; Protilus Investors, LLC; Ilus Investors, LP; Ilus GP US LLC; Ridgemount Investments, Inc.; Alex Iscoe; and David Ulmer.

the complaint was that the Investors interfered with Bisno's expected 40% profits interest. The complaint asserted causes of action for fraud, interference with contract, and quantum meruit, among others. The case was removed to federal district court. The federal court entered summary judgment in favor of the Investors and against BDE in October 2014. In its findings of fact, the federal court found based on uncontroverted evidence "that no version of the alleged ERA is an enforceable contract," and Vineyards "did not assent to grant [Bisno] any profits interest." Focusing specifically on the claim that the Investors intentionally interfered with BDE's 40% profits interest, the court stated: "[BDE] failed to show that the ERA is an enforceable contract or that it is entitled to a 40% profits interest. [¶] The Court therefore concludes that there was no enforceable contract for [the Investors] to interfere with, and that [the Investors'] acts or omissions did not result in any legally cognizable damages to [BDE], so [the Investors] are entitled to summary judgment on [BDE's] claim for intentional interference with contract." The court also concluded that because BDE's "services were not rendered at the request of [the Investors] and that [BDE] did not suffer damages from its provision of entitlement services, . . . [Investors] are entitled to summary judgment on [BDE's] claim for *quantum meruit*." The federal court's decision was affirmed by the Ninth Circuit Court of Appeals. (*Bisno Dev. Enter., LLC v. Levine* (9th Cir. Nov. 23, 2016, No. 14-57008) 671 Fed.Appx. 427.)

Bisno II

In May 2014, BDE filed a new lawsuit seeking the 40% profits interest as damages, this time asserting claims against Ogulnick, Vineyards, and VDC. (*Bisno Development Enterprise, LLC v. Vineyards Development, Inc.* (Super. Ct. L.A. County, 2014, No. BC545320) (*Bisno II*).) The complaint alleged BDE was entitled to a share of the profits from the Property sale based on services Bisno had provided. It asserted a breach of contract cause of action against Ogulnick and Vineyards, alleging that BDE had performed the conditions required under the ERA, providing development and entitlement services, and the ERA "contains an express assignment to [BDE] of a 40% interest in the profits from the sale of the Property and specifically details the manner in which profits are to be calculated." It also alleged causes of action for services rendered, conversion, and constructive trust, each based on the theory that BDE had performed the requisite services, and defendants had wrongfully withheld BDE's 40% profits interest.

The trial court granted summary judgment in favor of the defendants. It held that each of BDE's causes of action was barred by issue preclusion. The breach of contract cause of action was barred because the federal court in *Bisno I* had already determined that the ERA was not an enforceable contract. The causes of action for conversion and

constructive trust were similarly barred because they were based on the ERA. Although BDE's services rendered claim was arguably not based on the ERA, but rather an express or implied request for services, the claim was still barred by issue preclusion because the federal court in *Bisno I* had rejected BDE's quantum meruit claim on the grounds that BDE had not proven any damages. Because the issue of damages had already been decided adversely to BDE, it was barred from relitigating the matter.

Ogulnick and Vineyards had filed a cross-complaint against BDE and Bisno. (*Bisno Development Enterprise, LLC v. Vineyards Development, Inc.* (Dec. 22, 2016, B265478) [nonpub. opn.], p. 5.) Bisno filed a cross-complaint, naming respondents. The trial court struck Bisno's cross-complaint on the ground it was filed without leave of court, in violation of Code of Civil Procedure section 428.50.

Both orders—the order granting summary judgment and the order striking the cross-complaint—were affirmed on appeal in December 2016. (*Bisno Development Enterprise, LLC v. Vineyards Development, Inc.* (Dec. 22, 2016, B265478) [nonpub. opn.].)

Bisno III

On June 12, 2015, Bisno, as an individual, filed the instant action against Ogulnick, Vineyards, VDC, and the Investors, once again seeking his 40% profits interest. (*Bisno v. Vineyards Development, Inc.* (Super. Ct. L.A.

County, 2015, No. BC585019) (*Bisno III*).) The complaint in *Bisno III* is markedly similar to the cross-complaint filed in *Bisno II* less than two months earlier. Both pleadings asserted identical causes of action against the same parties, and the language appearing in each allegation is almost identical, save for minor revisions. The gravamen of Bisno's claims against respondents is that Bisno is entitled to recover his 40% profits interest. Bisno asserted various theories of recovery, ranging from breach of oral contract to damages based on misrepresentations or theft. The sole claim that did not seek the 40% profits interest as damages was Bisno's eleventh cause of action for quantum meruit. That claim centered around allegations that respondents requested Bisno to provide legal services in a separate lawsuit between Vineyards and the Investors, and they had not fully paid for such services. Bisno sought payment of $600,000 in attorney fees.

The complaint contained eleven different causes of action. Half of these were stricken after the trial court granted an anti-SLAPP motion[6] filed by the Investors, a decision which this court affirmed on appeal. (*Bisno v. Levine* (Jul. 19, 2017, B270242) [nonpub. opn.].) In December 2015, respondents demurred to the remaining

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[6] SLAPP is an acronym for "strategic lawsuits against public participation." (*Equilon Enterprises v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 57, fn. 1.) An anti-SLAPP motion is brought under Code of Civil Procedure, section 425.16.

causes of action: breach of contract (#1), fraud in the inducement (#2), negligent misrepresentation (#3), services rendered (#7), conversion (#8), breach of fiduciary duty (#9), theft in violation of Penal Code section 496 (#10), and quantum meruit (#11). Respondents also filed a request for judicial notice.

Respondents argued that each of the claims against them was barred under the doctrines of res judicata and collateral estoppel. The demurrer also raised other challenges to the adequacy of Bisno's causes of action. Bisno opposed the demurrer. The court concluded each of Bisno's claims against respondents was barred, rejecting Bisno's argument that res judicata did not apply because he was not a party to the earlier litigation. The trial court also found Bisno's allegations of an oral contract inadequate. It sustained the demurrer without leave to amend.

DISCUSSION

Bisno concedes in his reply brief that to the extent his appeal challenged the trial court's decision to sustain the demurrer to causes of action numbered 1, 8, 9, and 10, our prior opinion (*Bisno v. Levine* (July 19, 2017, B70242) [nonpub. opn.]) resolved the matter adversely to him. We therefore limit our analysis to whether the remaining causes of action are barred under res judicata: fraud in the inducement (#2); negligent misrepresentation (#3), services rendered (#7), and quantum meruit (#11).

Standard of review

"A demurrer tests the legal sufficiency of the factual allegations in a complaint. We independently review the sustaining of a demurrer and determine de novo whether the complaint alleges facts sufficient to state a cause of action or discloses a complete defense. [Citation.] We assume the truth of the properly pleaded factual allegations, facts that reasonably can be inferred from those expressly pleaded and matters of which judicial notice has been taken. [Citation.] We construe the pleading in a reasonable manner and read the allegations in context. [Citation.] We must affirm the judgment if the sustaining of a general demurrer was proper on any of the grounds stated in the demurrer, regardless of the trial court's stated reasons. [Citation.]" (*Siliga v. Mortgage Electronic Registration Systems, Inc.* (2013) 219 Cal.App.4th 75, 81 (*Siliga*), disapproved on other grounds in *Yvanaova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 939, fn. 13.) In determining whether a claim is barred by res judicata, we review the trial court's finding of privity de novo. (*Cal Sierra Development, Inc. v. George Reed, Inc.* (2017) 14 Cal.App.5th 663, 672–673 [privity is a legal question reviewed de novo].)[7]

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[7] Bisno makes no argument on appeal that he can amend the complaint to state a cause of action, and we therefore do not address that issue in this opinion.

Res judicata – claim and issue preclusion

The doctrine of res judicata encompasses both claim preclusion and issue preclusion. (*DKN Holdings LLC v. Faerber* (2015) 61 Cal.4th 813, 823–824 (*DKN Holdings*).) "To avoid future confusion, we will follow the example of other courts and use the terms 'claim preclusion' to describe the primary aspect of the res judicata doctrine and 'issue preclusion' to encompass the notion of collateral estoppel. [Citation.] It is important to distinguish these two types of preclusion because they have different requirements." (*Id.* at p. 824.)

"[C]laim preclusion applies only to the relitigation of the same cause of action *between the same parties* or those in privity with them." (*DKN Holdings*, *supra*, 61 Cal.4th at p. 825.) "Issue preclusion differs from claim preclusion in two ways. First, issue preclusion does not bar entire causes of action. Instead, it prevents relitigation of previously decided issues. Second, unlike claim preclusion, issue preclusion can be raised by one who was not a party or privy in the first suit." (*Id.* at p. 824.) When a non-party to the first suit asserts issue preclusion, "[t]he bar is asserted against a party who had a full and fair opportunity to litigate the issue in the first case but lost. [Citation.] The point is that, once an issue has been finally decided *against* such a party, that party should not be allowed to relitigate the same issue in a new lawsuit. [Citations.] Issue

preclusion operates 'as a shield against one who was a party to the prior action to prevent' that party from relitigating an issue already settled in the previous case. [Citation.]" (*Id.* at pp. 826–827, fn. omitted.)

Privity between BDE and Bisno

Bisno argues that the trial court's order sustaining the demurrer made an implicit factual finding that no contract existed between Bisno—the individual—on the one hand, and respondents on the other, and that BDE—the company—was the "true plaintiff." To the extent Bisno is claiming error based on the trial court's conclusion that Bisno and BDE are in privity, we disagree.

"As applied to questions of preclusion, privity requires the sharing of 'an identity or community of interest,' with 'adequate representation' of that interest in the first suit, and circumstances such that the nonparty 'should reasonably have expected to be bound' by the first suit. [Citation.] A nonparty alleged to be in privity must have an interest so similar to the party's interest that the party acted as the nonparty's ""virtual representative"" in the first action. [Citation.]" (*DKN Holdings, supra*, 61 Cal.4th at p. 826.)

As we explained in our earlier opinion, "Respondents demonstrated that BDE and Bisno are in privity. Bisno is the sole member and CEO for BDE, and the company takes all of its actions through Bisno. In addition, Bisno acted as

BDE's attorney in [*Bisno I*]. These facts, which are uncontroverted, establish that BDE and Bisno are in privity, clearing the way for Bisno to be precluded from relitigating issues decided adversely to BDE in [*Bisno I*]." (*Bisno v. Levine* (July 19, 2017, B70242) [nonpub. opn.], p. 26.)

Fraud and negligent misrepresentation claims

Bisno contends his claims for fraud and negligent misrepresentation are not barred because those claims were never asserted in *Bisno I* or *Bisno II*. He does not address whether his claims are barred by claim preclusion under the primary rights theory because they could have been asserted in *Bisno II*. Respondents were defendants in *Bisno II*, and may assert claim preclusion as a bar to Bisno's claims.

"Claim preclusion arises if a second suit involves (1) the same cause of action (2) between the same parties [or those in privity] (3) after a final judgment on the merits in the first suit. [Citations.] If claim preclusion is established, it operates to bar relitigation of the claim altogether." (*DKN Holdings, supra*, 61 Cal.4th at p. 824.) Claim preclusion bars relitigation of not just the specific claims resolved in the first suit, but "claims that could have been brought in the prior action but were not." (*Franceschi v. Franchise Tax Bd.* (2016) 1 Cal.App.5th 247, 258.) "To determine whether two proceedings involve identical causes of action for purposes of claim preclusion, California courts have 'consistently applied

the "primary rights" theory.' [Citation.]" (*Boeken v. Philip Morris USA, Inc.* (2010) 48 Cal.4th 788, 797 (*Boeken*).)

"As far as its content is concerned, the primary right is simply the plaintiff's right to be free from the particular injury suffered. [Citation.] It must therefore be distinguished from the *legal theory* on which liability for that injury is premised: 'Even where there are multiple legal theories upon which recovery might be predicated, one injury gives rise to only one claim for relief.' [Citation.] The primary right must also be distinguished from the *remedy* sought: 'The violation of one primary right constitutes a single cause of action, though it may entitle the injured party to many forms of relief, and the relief is not to be confounded with the cause of action, one not being determinative of the other.' [Citation.]" (*Crowley v. Katleman* (1994) 8 Cal.4th 666, 681–682.)

While the term "cause of action" is sometimes used to signify separate claims within a complaint, "for purposes of applying the doctrine of [claim preclusion], the phrase 'cause of action' has a more precise meaning: The cause of action is the right to obtain redress for a harm suffered, regardless of the specific remedy sought or the legal theory (common law or statutory) advanced. . . . '[T]he "cause of action" is based upon the harm suffered, as opposed to the particular theory asserted by the litigant. [Citation.] Even where there are multiple legal theories upon which recovery might be predicated, one injury gives rise to only one claim for relief. "Hence a judgment for the defendant is a bar to a

subsequent action by the plaintiff based on the same injury to the same right, even though [the plaintiff] presents a different *legal ground* for relief." [Citation.]' Thus, under the primary rights theory, the determinative factor is the harm suffered. When two actions involving the same parties seek compensation for the same harm, they generally involve the same primary right." (*Boeken*, *supra*, 48 Cal.4th at p. 798.)

"'In particular, the primary right theory provides that a cause of action consists of (1) a primary right possessed by the plaintiff, (2) a corresponding duty devolving upon the defendant, and (3) a delict or wrong done by the defendant which consists of a breach of the primary right. . . . "'If the matter was within the scope of the action, related to the subject matter and relevant to the issues, so that it *could* have been raised, the judgment is conclusive on it . . . . The reason for this is manifest. A party cannot by negligence or design withhold issues and litigate them in consecutive actions. Hence the rule is that the prior judgment is res judicata on matters which were raised or could have been raised, on matters litigated or litigable . . . ."'" [Citation.]" (*Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 576 (*Villacres*.)

"'The fact that different forms of relief are sought in the two lawsuits is irrelevant, for if the rule were otherwise, "litigation finally would end only when a party ran out of counsel whose knowledge and imagination could conceive of different theories of relief based upon the same factual

background." . . . ". . . [U]nder what circumstances is a matter to be deemed decided by the prior judgment? Obviously, if it is actually raised by proper pleadings and treated as an issue in the cause, it is conclusively determined by the first judgment. But the rule goes further. If the matter was within the scope of the action, related to the subject-matter and relevant to the issues, so that it could have been raised, the judgment is conclusive on it despite the fact that it was not in fact expressly pleaded or otherwise urged. . . . '. . . [A]n issue may not be thus split into pieces. If it has been determined in a former action, it is binding notwithstanding the parties litigant may have omitted to urge for or against it matters which, if urged, would have produced an opposite result . . . .'" [Citation.]" (*Villacres, supra,* 189 Cal.App.4th at p. 576.)

BDE's claims in *Bisno II* all sought redress for the harm suffered when Ogulnick and Vineyards failed to pay the 40% profits interest purportedly promised to BDE and Bisno as compensation for Bisno's entitlement services work. Bisno's fraud and negligent misrepresentation claims in *Bisno III* are grounded on allegations that Ogulnick—and by extension Vineyards—falsely or negligently "represented to [Bisno] that [Bisno] would receive a success fee if [Bisno] was successful in obtaining revised entitlements for the Property and the Property was sold, developed or refinanced at a profit." Bisno alleges that he acted in reasonable reliance on those representations and "provided services to successfully obtain revised entitlements for the Property."

The claims in the instant case (*Bisno III*) are within the scope of the claims asserted in *Bisno II*, related to the subject matter, and relevant to the issues raised. (See *Villacres*, *supra*, 189 Cal.App.4th at p. 576 [judgment is conclusive as to matters that could have been raised in earlier proceeding].) Bisno seeks to vindicate the same injury or primary right as the one asserted by BDE in *Bisno II*. Because *Bisno II* ended in a judgment on the merits in favor of Ogulnick and Vineyards and adverse to BDE, claim preclusion bars the claims Bisno now attempts to assert in *Bisno III*.

Services rendered claim

On his cause of action for services rendered, Bisno concedes that the *Bisno I* court determined that BDE "was unable to establish that the $8,000 per month it was paid under the ICA did not fully compensate it for services rendered." He argues the *Bisno I* court ignored language in the ICA permitting additional compensation,[8] and also

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[8] The ICA contains language reflecting the parties' awareness of ongoing discussions regarding the ERA, as follows: "3.01. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor the sum of Eight Thousand Dollars ($8,000.00) per month for each month Contractor performs the services to be performed under this Agreement (the 'Compensation'). All monthly payments shall be payable in arrears. Client acknowledges that Contractor is receiving, or will receive,

argues that his claim is not barred because he—Bisno the individual—was not a party to any prior action. We reject Bisno's arguments.

As discussed earlier, Bisno and BDE are in privity, so any issue decided adversely to BDE is also binding on Bisno. Bisno's claim for services rendered is barred because the federal court has already determined that BDE did not suffer any damages.

Issue preclusion applies: "(1) after final adjudication (2) of an identical issue (3) actually litigated and necessarily decided in the first suit and (4) asserted against one who was a party in the first suit or one in privity with that party." (*DKN Holdings*, *supra*, 61 Cal.4th at p. 825.) In other words, "*[i]ssue preclusion* prohibits the relitigation of issues argued and decided in a previous case, even if the second suit raises different causes of action. [Citation.]" (*Ibid.*)

"For purposes of [issue preclusion], an issue was actually litigated in a prior proceeding if it was properly raised, submitted for determination, and determined in that

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additional compensation from others for related tasks for which Client is paying Contractor hereunder. Client is not bound by any agreement Contractor has with any third party nor is Client obligated to pay any sums due to Contractor under any other agreement. Contractor warrants and represents that the attached Exhibit 'B' is a true and correct copy of the current draft of the aforementioned agreement between Contractor and other third parties." Exhibit B is copy of the ERA, signed by Bisno, but unsigned by Vineyards.

proceeding. [Citation.] In considering whether these criteria have been met, courts look carefully at the entire record from the prior proceeding, including the pleadings, the evidence, the jury instructions, and any special jury findings or verdicts. [Citations.] 'The "identical issue" requirement addresses whether "identical factual allegations" are at stake in the two proceedings, not whether the ultimate issues or dispositions are the same. [Citation.]' [Citation.]" (*Hernandez v. City of Pomona* (2009) 46 Cal.4th 501, 511–512.)

Bisno's services rendered claim is barred under issue preclusion because the district court in *Bisno I* previously granted summary judgment against BDE on its quantum meruit claim, resolving the damages issue adversely to BDE and concluding the company "did not suffer damages from its provision of entitlement services."

Quantum meruit claim

Bisno contends that his quantum meruit cause of action has not been previously litigated and therefore is not barred under claim preclusion or issue preclusion. Respondents contend that the quantum meruit claim repeats the claims made in *Bisno I*, but a closer examination reveals the subject matter to be different.

In *Bisno I*, BDE's fourth cause of action for quantum meruit alleged that defendants solicited BDE to provide entitlement services, and they were aware that BDE

expected to be compensated as set forth in the ERA. Because BDE had performed all of its obligations under the ERA, it was entitled to the fair value of its services. The trial court concluded that the services had not been rendered at the request of the Investors (the defendants in *Bisno I*), and BDE had not proven damages. It therefore granted summary judgment in favor of defendants.

In the instant action (*Bisno III*), Bisno asserts a different quantum meruit claim, alleging that Ogulnick and Vineyards requested that he perform legal services "including but not limited to rendering legal advice and representing [respondents] in an action styled VDB Santa Ana LLC et al. v. Protilus Investors, LLC[,] LASC case number BC484031 and related litigation." The complaint alleges that Bisno performed the services as requested until January 30, 2014, that respondents "have not fully paid," and that equity compels payment for the value of Bisno's services.

Neither *Bisno I* nor *Bisno II* involved a claim for legal services, so as Bisno's claim is alleged, it is not barred by either claim preclusion or issue preclusion. We next examine whether the claim as pleaded states facts sufficient to constitute a cause of action. (*Loeffler v. Target Corp.* (2014) 58 Cal.4th 1081, 1100.)

"Quantum meruit refers to the well-established principle that 'the law implies a promise to pay for services performed under circumstances disclosing that they were not gratuitously rendered.' [Citation.] To recover in quantum

meruit, a party need not prove the existence of a contract [citations], but it must show the circumstances were such that 'the services were rendered under some understanding or expectation of both parties that compensation therefor was to be made' [citations]." (*Huskinson & Brown v. Wolf* (2004) 32 Cal.4th 453, 458.) The Business and Professions Code requires most non-contingency fee agreements to be in writing if it is reasonably foreseeable that fees will exceed $1000. (Bus. & Prof. Code, § 6148, subd. (a).) The same section also "codifies the general rule that when legal services have been provided without a valid written fee agreement, the attorney may recover the reasonable value of the services she performed in the action pursuant to a common count for quantum meruit. [Citations.] As our Supreme Court explained in *Huskinson*, *supra*, 32 Cal.4th at page 460, by including subdivision (c) in section 6148, and a comparable provision in section 6147, the Legislature made a 'policy determination that, even if a particular fee or compensation agreement is not in writing or signed by the client, a law firm laboring under such an agreement nonetheless deserves reasonable compensation for its services.'" (*Leighton v. Forster* (2017) 8 Cal.App.5th 467, 490; see also *Chodos v. Borman* (2014) 227 Cal.App.4th 76, 96–98 [absent a valid fee agreement, attorney may recover as quantum meruit the reasonable value of his or her services].)

A two-year statute of limitations applies to quantum meruit, but taking Bisno's allegations as true, Bisno's claim

is not facially invalid. (See *Iverson, Yoakum, Papiano & Hatch v. Berwald* (1999) 76 Cal.App.4th 990, 996 [two year statute of limitations starts running when services end].) As alleged, Bisno has adequately stated a cause of action for services rendered.

DISPOSITION

The judgment and the order sustaining the demurrer are reversed. The trial court is directed to enter a new and different order overruling the demurrer as to the eleventh cause of action for quantum meruit, and sustaining the demurrer as to the remaining causes of action. In the interests of justice, respondents Vineyards Development Inc., Ryan Ogulnick and VDB Santa Ana, LLC are awarded their costs on appeal.

KRIEGLER, Acting P.J.

We concur:

BAKER J. DUNNING, J.*

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* Judge of the Orange Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.