

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL

MINUTE ORDER

DATE: 05/07/2024

TIME: 9:00 AM

DEPT: 1701

JUDICIAL OFFICER: LAURA J. BIRKMEYER

CLERK: D. Vera

REPORTER/ERM: N/A

BAILIFF/COURT ATTENDANT: R. Kastelic

CASE NO: **37-2022-00010689-SC-SC-CTL** CASE INIT.DATE: 03/21/2022

CASE TITLE: **West vs Copeland [IMAGED]**

CASE CATEGORY: Civil CASE TYPE: Small Claims (\$5,001 - \$10,000)

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**HEARING TYPE:** Trial de Novo

**MOVING PARTY:**

**CAUSAL DOCUMENT/DATE FILED:**

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**APPEARANCES**

No parties appeared.

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**Decision After Small Claims Trial *De Novo***

*West v. Copeland*, Case No. 37-2022-00010689-SC-SC-CTL

**May 7, 2024- Department 1701**

**1. Overview and Procedural Posture**

The parties dispute the ownership of, and whether a free feed lease agreement was in place between them, for Cooper, an attractive pony gelding with a disposition that makes him appealing for child riders.

Plaintiffs, Cooper's owners, filed a claim against Defendant asserting breach of contract and seeking damages for professional defamation and harassment, as well as punitive damages. The initial small claims trial was heard by Superior Court Judge James Mangione on November 3, 2023, who issued a judgment for the plaintiffs. Judge Mangione ordered payment of money damages, but also entered a conditional judgment reducing the amount of money damages by \$5,000 if the pony, Cooper, were returned by the Defendant to Plaintiffs within 30 days. Defendant timely appealed on December 26, 2023. Defendant did not return Cooper to Plaintiffs.

This small claims trial de novo was heard on March 6, 2024. The case was taken under submission on that date following presentation of evidence, including Plaintiffs' and Defendant's exhibits, the statements of both Plaintiff Trina West and Defendant, as well as the testimony of witnesses Madelyn Wagner and Julie Picot, and argument. All parties as noted above and all witnesses were sworn at the hearing.

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## **2. Applicable Standards**

- A. In order to establish a breach of contract, plaintiff must demonstrate the existence of a contract that she performed or was excused from performing; that the contract was breached; and that damages resulted from the breach. *Habitat Trust for Wildlife, Inc. v. City of Rancho Cucamonga*, 175 Cal.App.4th 1306, 1322 (2009); *Wall Street Network, Ltd. v. New York Times Co.* (2008) 164 Cal.App.4th 1171, 1178.
- B. A contract may be express or implied. Civil Code §1619. An implied contract is one, the existence and terms of which are manifested by conduct. Civil Code §1621. Oral agreements are enforceable. See CACI 304.
- C. “Defamation is effected by libel or slander (Civ. Code, § 44). ... “Libel is a false and unprivileged publication by writing, printing, picture, effigy, or other fixed representation to the eye, which exposes any person to hatred, contempt, ridicule, or obloquy, or which causes him to be shunned or avoided, or which has a tendency to injure him in his occupation.” (Civ. Code, § 45.) Slander is a false and unprivileged publication, orally uttered, which among other things, tends directly to injure one in respect to his office (Civ. Code, § 46). Common to both torts are falsity and lack of privilege.” *Kelly v. William Morrow & Co.*, (1986) 186 Cal.App.3d 1625, 1632.
- D. Were this a jury trial, the crucial jury instructions would be in the CACI 1700 series.
- E. The statute of limitations for an action for libel or slander is one year. CCP §340(c). The statute begins to run – the claim accrues – on the date of publication. The discovery rule does not delay accrual. *Shively v. Bozanich*, (2003) 31 Cal.4th 1230.
- F. Punitive Damages – A plaintiff bears the burden of proving by clear and convincing evidence that defendant’s conduct was committed with malice, oppression or fraud. CACI 3940. Evidence of a defendant’s financial condition is essential to support a plaintiff award of punitive damages. Plaintiff bears the burden of proving defendant’s financial condition. CA Evidence Code §500.
- G. The case came down, as many cases do, to witness credibility. In making the credibility determinations set forth below, the Court considered, among others, the factors of CACI 107.

## **3. Discussion and Rulings**

The Court found Plaintiff Trina West, and Plaintiffs’ witnesses’ testimony to be credible. Their testimony, as corroborated by exhibits presented, established Plaintiffs owned and had clear title to Cooper. The credible and persuasive testimony of Wagner, supported by Plaintiffs’ evidence, and confirmed by email admissions of the Defendant, establish that as facilitated by Wagner, Defendant entered in a verbal agreement, known in the industry as a free feed lease agreement, with Plaintiff Trina West. The terms of that agreement were that Defendant would care for and feed Cooper, maintaining him on the property Defendant was renting from Wagner. Defendant intended, and did receive in exchange, benefits, which included the opportunity for Defendant and Defendant’s other horses to interact with Cooper, and importantly, to have a horse available for his goddaughter to ride and enjoy. The agreement did not transfer ownership of Cooper to Defendant. The parties also agreed that Defendant could not move or sell Cooper without the Plaintiffs’ consent, as demonstrated by Defendant’s actions in seeking Plaintiffs’ consent when, in 2020, Wagner and he were approached to have Cooper placed temporarily at another ranch to calm another horse, Buckalina, who was fretful and needed a companion.

In early 2021, Wagner was made aware that Defendant was looking to acquire a fifth horse to be kept on the property he leased from her, which would have violated an insurance provision that no more than four horses could be maintained on the property. Plaintiff was alerted to this situation by Wagner and became aware of another opportunity to place Cooper with a loving family and avoid insurance problems on Wagner’s property. Discussions ensued between Plaintiff and Defendant via

text and otherwise. On June 6, Plaintiff Trina West wrote a thoughtful email advising Defendant of this opportunity for Cooper, welcoming discussion and offering to pick Cooper up in the next week. In an early text exchange, Defendant opined that he thought it was his choice as to when and if Cooper would be given back. Later in the text exchange, Plaintiff advised she was coming to get Cooper. Hours later, Defendant made a series of threats.

Thereafter, Plaintiff consulted counsel, contacted the local sheriff, and made other attempts to retrieve Cooper. A short time later, in June 2021, Defendant stopped paying rent to Wagner. Plaintiff made various attempts to get the horse returned to her and notified others that Defendant had taken or “stolen” her horse.

In January 2022, Defendant posted an ad in horstrader.com, with a picture of Cooper, describing him as a “wonderful kid safe, gentle Shetland Pony gelding. Broke and sound. 20 years old.” Plaintiffs were attempting to locate Cooper but to no avail.

Charges were filed by the San Diego District Attorney’s Office against Defendant for felony witness intimidation, based on threats made by Defendant against persons he perceived to be supportive of Plaintiff. Defendant was convicted following a jury trial conducted in September 2023. This Court was provided a partial transcript of the trial, which included all of Defendant’s testimony, under oath, regarding the terms of the agreement with Plaintiff regarding Cooper.

Defendant’s claims before this Court on March 6, 2024, that there was no feed lease and that Cooper was given to him, and that Cooper was not a pony of value, based on age and health, ring hollow. Defendant’s direct statements to this Court under oath were directly controverted by his statements at trial in 2023, in texts authored by him, and his statement to others before this litigation was commenced. The Defendant contradicted himself multiple times during his testimony before this Court. Stunningly, Defendant’s claims that his failure to return Cooper to his owners are driven solely by his affection for Cooper and his desire to protect the pony are belied by his actions of selling the horse for \$5,000. His claims that Cooper was of little value due to his age and condition are untrue; in 2022, he described Cooper as “wonderful” and he was paid \$5,000 when he sold Cooper. Defendant propounded multiple and absurd explanations for various actions taken by him and the Court finds his testimony to be incredible and deceptive.

Defendant submitted for the Court’s consideration a “forever Home Horse Sale Agreement” purportedly showing that Defendant agreed to sell Cooper to another party for \$5,000 on February 7, 2022. Defendant admittedly altered the document whitening out the buyer’s name, mailing address, and the buyer’s and witness’ signatures, claiming he did not wish Plaintiffs to be able to locate the pony. Defendant’s answers to the Court’s questions regarding whether he had control over the horse pursuant to this sale agreement, and his testimony about the conditions of the agreement and his relationship with the purchaser, who now allegedly has possession of Cooper and could return the horse, were evasive and contradictory.

Based on Defendant’s responses to the Court, as well as Defendant’s lack of candor, before this Court and before a jury in 2023, and his assertion that he “possibly could but wouldn’t” return Cooper to the Plaintiffs, This Court has no confidence that an alternative judgment affording the Defendant a brief period of time to return Cooper would result in the return of Cooper.

Defendant’s efforts to hide Cooper and his failure to disclose the pony’s current whereabouts, were and are underhanded. Defendant’s actions of failing to return Cooper and hide him, as well as his publication that Cooper had moved on to “heaven” are in breach of the feed lease. Defendant also failed to return Cooper’s tack and accessories loaned to him by the Plaintiffs.

Plaintiffs’ small claims suit was filed with the court on March 21, 2022. It also requests damages for professional defamation and harassment. On June 18, 2021, Defendant left a voicemail for Plaintiff Trina West’s employer, calling her “unscrupulous” and falsely accusing her of blackmail and extortion. Defendant also sent an email with similar claims to Paradise Ridge Pet Clinic in November 2021, and

also falsely claimed, in writing, that Plaintiff had “legally lost the case (regarding Cooper) and the pony was awarded to defendant,” and that Plaintiff was harassing and attempting to defame. These actions constitute defamation of Plaintiff.

Regarding the request for punitive damages, while Plaintiffs have established the Defendant’s conduct was committed with malice, oppression, and fraud, they have not met their burden proving Defendant’s financial condition. Accordingly, the Court is not awarding punitive damages.

The Court finds judgment on Plaintiff’s claim for Trina and Jerry West, the Plaintiffs, and against Scott Copeland, the Defendant, in the amount of: \$7,370 principal; \$200.00 costs; and \$0.00 prejudgment interest. Pursuant to California Code of Civil Procedure, Section 865.010, interest accrues at the rate of 10% per annum on the principal amount of a money judgment remaining unsatisfied.

Case is ordered remanded to the Small Claims Court for enforcement of judgment.

Any exhibits submitted to the Court, either digitally or via US mail, are destroyed after 30 days.