

Wayne Moving & Storage of New Jersey, Inc. v. The School District of Philadelphia, 625 F.3d 148 (3d Cir. 2010). In this case, the Third Circuit was asked to address whether a subcontractor could recover on a claim of unjust enrichment against a School District. The District had hired a moving company to assist it with its move from its old headquarters into its new building. Wayne Moving had subcontracted with that company but had no contract of its own with the District. Numerous difficulties and delays led to additional expenses which Wayne Moving incurred only after conversations with and a work order provided by its point person at the District. When invoiced by Wayne Moving for the additional expenses, the District refused to pay upon which Wayne Moving filed suit on an unjust enrichment theory. The Third Circuit looked to section 508 of the Pennsylvania School Code to assess the viability of the claim. That section limits how a District can enter into a contract: Every contract in excess of \$100.00 requires a majority of the school board members to vote to approve it. In this case, Wayne Moving had no express contractual relationship with the District (only with the District's contractor) so could not premise recovery on a contract made pursuant to section 508. The Third Circuit then considered whether the subcontractor could be said to have an implied contract. It concluded, however, that because the Pennsylvania Supreme Court "maintained a strict interpretation [of section 508] which serves to preserve precious money reserved for public education," that section would not allow recovery on an implied contract theory. The Third Circuit then went on to predict that the Pennsylvania Supreme Court would also bar unjust enrichment claims. Accordingly, it directed entry of summary judgment in favor of the District.