

**1. PAUL, ET AL. v. THE RIVA PARTNERS, SC20200155**

**Oral Argument Re: 5/20/22 Tentative Ruling**

**TENTATIVE RULING # 1: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JULY 15, 2022, IN DEPARTMENT FOUR. PARTIES MAY APPEAR IN PERSON. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.**

**2. MARTINEZ, ET AL. v. CISCO'S ROOFING & PAINTING, ET AL., 21CV0346****Defendants' Motion to Set Aside Default and Default Judgment**

Plaintiffs were not provided sufficient notice of the motion. The proof of service to the motion declares that plaintiffs were served by USPS certified mail via their attorney of record on June 17, 2022. Plaintiffs' counsel's mailing address is in Nevada. "[I]f the notice is served by mail, the required 16-day period of notice before the hearing shall be increased by ... 10 calendar days if either the place of mailing or the place of address is outside the State of California but within the United States ...." (Code Civ. Proc., § 1005(b).) Given plaintiffs' counsel's out-of-state mailing address, defendants' motion is untimely by at least two court days.

Accordingly, defendants must serve plaintiffs with proper notice under Code of Civil Procedure § 1005(b) before the court can determine the merits of the motion, which appears to be well taken.

**TENTATIVE RULING # 2: MATTER IS DROPPED FROM THE CALENDAR.**

**3. JOHNSON, ET AL. v. JOHNSON, SC20180141**

**Confirm Appointment of Defense Counsel; Set Date for OSC Re: Contempt**

**TENTATIVE RULING # 3: DEFENDANT'S APPEARANCE IS REQUIRED AT 1:30 P.M.,  
FRIDAY, JULY 15, 2022, IN DEPARTMENT FOUR.**

**4. COOPER v. KUECKER, SC20210167**

**Motion to Transfer Venue**

The motion is not opposed. Good cause appearing, the motion to transfer action to Placer County is granted.

**TENTATIVE RULING # 4: MOTION IS GRANTED. ACTION IS TRANSFERRED TO PLACER COUNTY. PLAINTIFF IS RESPONSIBLE FOR THE PAYMENT OF ANY TRANSFER FEES. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING. PARTIES MAY APPEAR IN PERSON AT THE HEARING. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.**

**5. DUBEY, ET AL. v. LAKEFRONT PROF'L BLDG., ET AL., SC20180201****Lakefront Professional Building's Motion for Attorney Fees**

This action involved a commercial lease agreement. Judgment After Court Trial was entered in favor of cross-complainant Lakefront Professional Building ("Lakefront") on May 10, 2022. A total judgment of \$47,074.91 was awarded to Lakefront. Pending is Lakefront's motion for attorney fees in the amount of \$90,598.81. The motion is opposed by cross-defendants Jason Dubey, individually and dba Genius! Fine Art, and Sean Ashley, individually and dba Genius! Fine Art (collectively, "Genius").

"[T]he party prevailing on the contract shall be the party who recovered a greater relief in the action on the contract." (Civ. Code, § 1717(b)(1).) Where the judgment is a "simple, unqualified win" on the contract claim, a trial court has no discretion to deny an attorney fee award to that prevailing party under Civil Code § 1717. (*Hsu v. Abbara* (1995) 9 Cal.4th 863, 876.)

While the fee award should be fully compensatory, the trial court's role is not to simply rubber stamp the prevailing party's request. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133; *Robertson v. Rodriguez* (1995) 36 Cal.App.4th 347, 361.) Rather, the court must ascertain whether the amount sought is reasonable. (*Robertson, supra*, 36 Cal.App.4th at p. 361.)

A court assessing attorney fees begins with a lodestar figure, based on the "careful compilation of the time spent and reasonable hourly compensation of each attorney ... involved in the presentation of the case." (*Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 48; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Ketchum, supra*, 24 Cal.4th at p. 1134.) The California Supreme Court has noted that anchoring the calculation of attorney fees to the lodestar adjustment method " 'is the only way of approaching the problem that can claim objectivity, a claim which is obviously vital to the prestige of the bar and the courts.' " (*Serrano III, supra*, 20 Cal.3d at p. 48, fn. 23.)

The party seeking attorney fees has the burden of establishing entitlement to an award. To that end, competent evidence as to the nature and value of the attorney's services must be presented. (*City of Colton v. Singletary* (2012) 206 Cal.App.4th 751, 784 [evidence furnished should allow the judge to consider whether the case was overstaffed, how much time the attorney spent on particular claims, and whether the hours were reasonably expended].)

Here, Lakefront requests \$90,598.81 in attorney fees. In support thereof, Lakefront submitted a declaration from its attorney, Michael K. Johnson, as well as a billing log attached as Exhibit A to Mr. Johnson's declaration. The hourly rate charged by Mr. Johnson in prosecuting Lakefront's cross-complaint was \$325.00. All entries were billed at a minimum increment of a quarter of an hour. He expended over 280 hours of work into prosecuting Lakefront's cross-complaint.

In opposition to the motion, Genius argues that the court should find that neither party is the prevailing party. Genius notes that the parties settled the claims of Genius's complaint against Lakefront for \$37,500,<sup>1</sup> which is a difference of only \$9,574.91 from the judgment awarded to Lakefront on its cross-complaint. Genius argues that the difference is nominal, and that under equitable principles the court should find that neither party prevailed.

The court disagrees. When the parties entered into a settlement agreement regarding Genius's complaint, the agreement provided that the parties "agree that this Agreement resolves the claims of GENIUS as set forth in their Complaint and otherwise, *but in no way bars or limits LAKEFRONT* from pursuing its Cross-Complaint, including, but not limited to any and all claims, rights, remedies, attorney's fees and costs arising out of the pending cross action ..., and this provision shall prevail and control over any provision to the contrary." (Mot., Decl. of Lainey Richardson, Ex. E, pg. 2 of 6, ¶ 3

---

<sup>1</sup> That amount includes Genius's attorney fees.

[emphasis added].) Because the parties expressly agreed that the settlement agreement on Genius's complaint should in no way limit Lakefront from pursuing its claims and attorney fees on its cross-complaint, Genius's equitable argument fails.

The court finds that Lakefront is the party who recovered greater relief in the action on the contract at the court trial, and therefore Lakefront is the prevailing party. (See Civ. Code, § 1717(b)(1).)

Next, Genius contends that Lakefront's requested attorney fees includes fees that were incurred during Lakefront's defense against Genius's complaint and not during the prosecution of Lakefront's cross-complaint. Lakefront concedes that it inadvertently included one billing entry in the amount of \$81.25 that involved Lakefront's defense to Genius's complaint. Lakefront withdraws the request for \$81.25.

Genius also takes exception to multiple billing entries which Genius claims lack sufficient specificity in order to ascertain whether or not the requested fees were incurred during the prosecution of Lakefront's cross-complaint. California courts do not require detailed time records. (*Syers Props. III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698.) The court has the discretion to award attorney fees based on the attorney's declaration describing the work performed and the court's own view of the number of hours reasonably spent on the case. (*Ibid.*) Having reviewed and considered Mr. Johnson's declaration and the billing log, and being familiar with the procedural history of this case, the court finds that the amount of hours Mr. Johnson worked on this action is reasonable under the circumstances.

Applying the above, the court finds that Lakefront is entitled to a total of \$90,517.56 in attorney fees.

**TENTATIVE RULING # 5: LAKEFRONT'S MOTION FOR ATTORNEY FEES IS GRANTED. LAKEFRONT IS AWARDED ATTORNEY FEES IN THE AMOUNT OF \$90,517.56. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR***

***COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING. PARTIES MAY APPEAR IN PERSON AT THE HEARING. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.**



**6. MATTER OF BEDOLLA, 22CV0630**

**OSC Re: Name Change**

To date, Proof of Publication is not in the court's file.

**TENTATIVE RULING # 6: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JULY 15, 2022, IN DEPARTMENT FOUR. PARTIES MAY APPEAR IN PERSON. IF ANY PARTY WISHES TO APPEAR REMOTELY THEY MUST APPEAR BY ZOOM.**