

1. **21CV02036 Eicher, Robert J et al v. Minto, James D et al.**

EVENT: Motion to Fix Amount of Attorney Fees and Costs

The Court has reviewed the proposed itemized deductions in the opposition. Based on that review the Court reduces the requested fee award by \$1,041.00. As a result, Plaintiffs are awarded attorney fees in the amount of \$45,421.00.

The Court finds the requested amount is not grossly disproportionate to the results achieved. The facts in *Chavez v. City of Los Angeles* (2010) 47 Cal.4th 970 are readily distinguishable. Plaintiffs were successful not just in their action, but in defeating the cross-complaint which sought a substantial sum.

Regarding costs, considering counsel is local, the Court concludes Court Call is more of a convenience as opposed to being reasonably necessary. As a result, the cost bill is reduced in the amount of \$436.00.

As to the mediation fee, the Court finds mediation expenses are reasonably necessary and is therefore an appropriate cost.

Plaintiffs shall prepare the form of order within 2 weeks.

2. **22CV01319 Swigart, Barbara et al v. Westhaven, Inc.**

EVENT: Motion for Award of Attorneys' Fees and Costs Associated with Abandoned Arbitration and for Evidence and Terminating Sanctions

Westhaven has Impermissibly Abandoned the Arbitration in Violation of CCP 1281.98

Hohenshelt v. Superior Court (2025) 18 Cal.5th 310 guides our analysis in determining whether Westhaven's conduct violated CCP 1281.98. Preliminarily, it is important to note the factual differences between this case and *Hohenshelt*. In *Hohenshelt*, the employer failed to pay arbitration fees within 30 days of billing. The worker sought to withdraw from arbitration and proceed in court. The employer then paid the arbitration fees and sought to proceed with arbitration.

Here, as of this hearing, the arbitration fees are roughly 9 months past due. Further, Westhaven has provided no indication it will pay the fees and does not appear to be interested in proceeding with arbitration. Obviously, these differences are substantial. It is axiomatic that language in a judicial opinion is to be understood in accordance with the

facts and issues before the court. (*Kinsman v. Unocal Corp.* (2005) 37 Cal.4th 659, 680). *Hohenshelt* requires the Court to determine whether Westhaven's nonpayment was willful pursuant to Civil Code 3275.

Under this provision, a nonperforming party is not entitled to relief from forfeiture when its delay was willful, fraudulent, or grossly negligent. But "when it appears that [the party] has acted in good faith, given some reasonable excuse for the delay, and thereafter tendered performance promptly and with reasonable diligence," equity can excuse nonperformance so long as the breaching party can and does "adequately compensate[]" the nonbreaching party for any harm caused by the delay.

(*Hohenshelt, supra* at pp. 332-333 citing *Hopkins v. Woodward* (1932) 216 Cal. 619, 622)

[Emphasis Added]

Per *Hohenshelt*, we have to look at whether Defendant acted in good faith. However, a good faith inquiry is only appropriate if defendant "thereafter tendered performance promptly and with reasonable diligence." As noted it has been roughly 9 months since the fees were due. There has been no payment nor any indication payment will be received. Consequently, Defendant's argument that its breach was not willful misses the mark.

Regarding Westhaven's disagreements with the arbitrator's decision to apply certain rules and assess additional fees, those arguments are not relevant. Westhaven decided to pursue arbitration. Once it made that election, it was bound by that process whether subsequent rulings were favorable or not.

Further, the opposition makes conclusory arguments that failure to pay was not willful without sufficient factual detail and evidentiary support.

Attorney Fees and Costs

Wilson v. TAP Worldwide, LLC (2025) 114 Cal.App.5th 1077, 1088:

The Supreme Court interpreted section 1281.99 to "require[] the drafting party to pay any reasonable expenses incurred by the employee or consumer as a result of its failure to timely pay arbitration fees [citation]—in essence, to make the other party whole (Civ. Code, 3275)—whether the nonpayment was willful or not." (*Hohenshelt*, at pp. 339–340.)

[Emphasis Added]

The Court agrees with Westhaven that expenses incurred in the course of arbitration which would also be necessary for the prosecution of this action outside of arbitration are not recoverable, as such recovery would not make Plaintiffs whole. Exhibit 14 to the motion is a heavily redacted time sheet. The redacted time sheet makes it difficult to ascertain between arbitration specific expenses v. general litigation work. Categories of arbitration specific work include related communication with the AAA, work related to

arbitration specific rules, and communication with the arbitrator, as well as costs related to the arbitration. The Court does find the attorney fees incurred in association with the opposition to the motion to compel arbitration compensable.

Discovery related work (including depositions) is not arbitration specific and therefore not recoverable. The hearing is continued to April 15, 2026 at 9:00am for Plaintiffs to submit documentation consistent with this ruling and which provides the Court with the necessary information to determine the reasonableness of the requested amount. While the Court is sensitive to potential privilege issues, Plaintiffs are requesting a monetary award and as such must provide the Court with sufficient information.

Plaintiffs shall submit such documentation no later than March 25, 2026. Defendant may file a supplemental brief limited to that filing no later than April 1, 2026. Any response from Plaintiffs is due no later than April 6, 2026.

Other Sanctions

CCP 1281.99(b)(2)(A) authorizes the Court to strike a portion of the pleadings. Pursuant to section 1281.99(b)(2)(A), Westhaven's Answer is stricken in part. The Answer is stricken to the extent it denies or contests liability. Accordingly, all issues concerning liability are conclusively established in Plaintiffs' favor. As a result, the only issue going forward is Plaintiffs' damages.

3. 23CV02738 Hawks, Dixianne v. Bidwell Title and Escrow Company et al.

EVENT: Plaintiff's motion for:

- (1) *Judgment on the Pleadings;*
- (2) *An order reclassifying case as limited Civil Nunc Pro Tunc April 1, 2025*
- (3) *Alternatively, and Order Allowing Amendment of the Complaint*
- (4) *An Order That Trial Date Be Continued At Least 90 days to Seek Judicial Review*

Plaintiff's motion is DENIED.

The motion fails to comply with the notice requirements of CCP 1005(b), which requires a minimum of 16 court days' notice before the hearing. The proof of service indicates Defendant Robinson was served on 3/2/26 which is only 12 court days before the hearing. Thus, the motion must be denied on this basis alone.

Judgment on the Pleadings

The motion is DENIED.

The standard for granting a motion for judgment on the pleadings is essentially the same as that applicable to a general demurrer. (*Schabarum v. California Legislature* (1998) 60 Cal.App. 4th 1205, 1216) A demurrer tests the pleadings alone and not the evidence or other extrinsic matters. (*SKF Farms v. Superior Court* (1984) 153 Cal.App.3d 902, 905)

Here, Plaintiff's argument that the deed of trust is unenforceable is extrinsic to the pleadings in this matter. The complaint makes no mention of Civil Code 2911 nor does it argue the deed of trust is void because it has not been enforced. Accordingly, the motion for judgment on the pleadings fails.

Reclassification as a Limited Civil Case

The motion is DENIED.

Plaintiff bases her argument on the fact Mr. Robinson's answer claims \$33,870.39. However, Mr. Robinson has not filed a cross-complaint seeking such relief. Absent a cross-complaint, the request for \$33,870.39 is not properly before the Court and therefore is not a basis to reclassify the case. Further Quiet Title actions are unlimited civil cases.

Amendment

The motion is DENIED.

Plaintiff has failed to comply with CRC 3.1324(a)(1) which requires the proposed amended pleading accompany the motion. Plaintiff's representation that she will submit a proposed pleading before the hearing violates CRC 3.1324(a)(1).

Additionally, Plaintiff has failed to comply with CRC 3.1324(a)(3) ("State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located.")

Request for a Continuance

The motion is DENIED. Trial continuances are disfavored and Plaintiff has failed to demonstrate good cause for a continuance. Trial will proceed on March 30, 2026 at 8:30am. The parties are ordered to appear at the March 25, 2026 Trial Readiness Conference (at 10:00am) and shall review the local rules with respect to when Trial Readiness Conference statements must be filed.

The Court will prepare the form of order.

4. **25CV00801 AT, Inc. v. National Builders, Inc et al.**

EVENT: Motion to Be Relieved as Counsel (Defense Counsel)

Motion to be Relieved as Counsel is GRANTED. The Court will sign the proposed order. The order will become effective upon the filing of a proof of service demonstrating Defendant was served with the order.

5. **26CV00037 In re: Castillo Carmona, Maryisela**

EVENT: Change of name (adult)

There is no proof of publication of file. Upon the filing of the proof of publication, the court will sign the decree provided.

6. **26CV00167 In re: Sparks, Brittany Marie**

EVENT: Change of name (minor)

There is no proof of publication of file. Upon the filing of the proof of publication, the court will sign the decree provided.

7. **26CV00189 In re: Voncannon, Ly**

EVENT: Change of name (minor)

The Court will hear from Petitioner. There is no proof of publication on file. Additionally, CCP 1277 requires notice to the nonconsenting biological parent a minimum of 30 days before the hearing.

