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Court of Appeal, Fourth District, Division 3,
California.
MOBILE RITZ, L.P., Plaintiff and Appellant,
v.
TRI-AMERICAN MOBILE HOMES, INC., et al.,
Defendants and Respondents.
No. G033845.
(Super.Ct.No. 01CC06767).

April 27, 2005.

Appeal from a judgment and postjudgment order of the Superior Court of Orange County, [Steven L. Perk](#), Judge. Affirmed.

Hart, King & Coldren, [Robert S. Coldren](#), [John H. Pentecost](#) and Rhonda H. Mehlman for Plaintiff and Appellant.

Cummins & White, [Annabelle M. Harris](#), [Larry M. Arnold](#) and Scott D. Nelson for Defendants and Respondents.

OPINION

FYBEL, J.

INTRODUCTION

*1 Mobile Ritz, L.P., appeals from a judgment in favor of Tri-American Mobile Homes, Inc., and its principal, Rex Long, on Mobile Ritz's trespass claim. (We will refer to Tri-American and Rex Long collectively as Tri-American.) We affirm.

First, we find no abuse of discretion in the denial of Mobile Ritz's motions for leave to file an amended complaint. Second, substantial evidence supported the trial court's finding that Mobile Ritz did not reasonably determine, based on Tri-American's past tenancies, Tri-American would not comply with the rules and regulations of Mobile Ritz's mobilehome park. Third, we conclude Tri-American was entitled to recover statutory attorney fees under [Civil Code section 798.85](#), because the action arose out of the

Mobilehome Residency Law, section 798 et seq. (the MRL). (All further statutory references are to the Civil Code.) Finally, the trial court did not abuse its discretion in the amount of the attorney fee award.

STATEMENT OF FACTS AND PROCEDURAL HISTORY

Mobile Ritz was the owner of the Mobile Ritz Lodge mobilehome park (the park). Tri-American purchased a mobilehome located at space 55 in the park (the space 55 coach) on March 31, 2001. Tri-American intended to refurbish the space 55 coach and resell it. On April 13, Mobile Ritz informed Tri-American it had no right of residency in the park.

On May 24, Mobile Ritz sued Tri-American for trespass and ejection, seeking to recover possession of space 55. Tri-American answered, asserting an affirmative defense it had been denied the protections of the MRL. After trial, judgment was entered in favor of Mobile Ritz.

Tri-American appealed, and this court reversed the judgment, holding (1) a corporation could be a homeowner under the MRL; (2) evidence of Mobile Ritz's violation of a statute governing circumstances under which management can withhold approval of a purchase of a mobilehome was admissible to establish a defense to the trespass and ejection claims; and (3) Tri-American's failure to make a timely application for tenancy did not absolve Mobile Ritz from the requirement to comply with the MRL regarding approval of tenancy. (*Mobile Ritz, L.P. v. Tri-American Mobile Homes, Inc.* (May 13, 2003, G030815) [nonpub. opn.]) The case was remanded for retrial.

On January 1, 2003, while the case was on appeal, Mobile Ritz sold the park. On October 15, three months after the remittitur issued, Mobile Ritz moved for leave to file a first amended complaint, which would substitute claims for quantum meruit and declaratory relief for the trespass and ejection claims in the original complaint. The trial court denied the motion because Mobile Ritz had unjustifiably delayed in making the motion, and Tri-American would be prejudiced if leave to amend were granted.

On January 12, 2004, immediately before the start of the second trial, Mobile Ritz again moved for leave to file a first amended complaint for unjust enrichment. The court again denied the motion as untimely and prejudicial to Tri-American. The court then dismissed Mobile Ritz's equitable cause of action for ejection as moot because Mobile Ritz had sold the park.

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(Cite as: 2005 WL 958234 (Cal.App. 4 Dist.))

*2 After a bench trial, the court found Mobile Ritz's failure to approve Tri-American for tenancy in the park was unreasonable and constituted an affirmative defense to the trespass claim. Judgment in favor of Tri-American was entered.

Tri-American moved for an award of attorney fees, pursuant to [section 798.85](#). The court granted Tri-American's motion, and awarded it attorney fees in the amount of \$60,437. Mobile Ritz appealed from the judgment and the award of attorney fees.

DISCUSSION

I.

MOTION FOR LEAVE TO AMEND

" There is a policy of great liberality in permitting amendments to the pleadings at any stage of the proceeding. [Citations.] An application to amend a pleading is addressed to the trial judge's sound discretion. [Citation.] On appeal the trial court's ruling will be upheld unless a manifest or gross abuse of discretion is shown. [Citations.] The burden is on the plaintiff to demonstrate that the trial court abused its discretion.' [Citation.] "When a request to amend has been denied, an appellate court is confronted by two conflicting policies. On the one hand, the trial court's discretion should not be disturbed unless it has been clearly abused; on the other, there is a strong policy in favor of liberal allowance of amendments. This conflict 'is often resolved in favor of the privilege of amending, and reversals are common where the appellant makes a reasonable showing of prejudice from the ruling.' " [Citation.] If the original pleading has not framed the issues in an articulate and precise manner, a plaintiff should not be precluded from having a trial on the merits.' [Citation.] '[I]t is an abuse of discretion to deny leave to amend where the opposing party was not misled or prejudiced by the amendment. [Citation.] Here, the record does not support [defendant's] claim it has been harmed by the delay. Moreover, it is irrelevant that new legal theories are introduced as long as the proposed amendments "relate to the same general set of facts." ' [Citation.] Thus, under this state's liberal rules of pleading, 'the right of a party to amend to correct inadvertent misstatements of facts or erroneous allegations of terms cannot be denied.' [Citation.]" ([Berman v. Bromberg \(1997\) 56 Cal.App.4th 936, 945](#), fourth, sixth, 10th, & 11th brackets added.)

The trial court denied Mobile Ritz's first motion for leave to amend because, given its timing, Tri-American would be precluded from challenging the

amended complaint by demurrer. The court also found Mobile Ritz had failed to provide any explanation for the almost three-month delay between the issuance of the remittitur after the first appeal and the filing of the motion for leave to amend.

Our opinion in the first appeal was filed on May 13, 2003. The remittitur issued on July 17, without Mobile Ritz having filed a petition for rehearing or a petition for review. The sale of the park had occurred in January 2003, so Mobile Ritz was aware at the time our first opinion issued that its theory of recovery would change. On September 16, the parties filed a case management statement, in which Mobile Ritz stated it "intends to file a First Amended Complaint based on changed circumstances." A proposed amended complaint was not attached to the case management statement, and it does not appear from the statement what new claims Mobile Ritz was proposing to assert. On October 1, Tri-American declined to stipulate to Mobile Ritz's filing of an amended complaint; the appellate record does not show when Mobile Ritz requested a stipulation. Mobile Ritz finally filed its motion for leave to amend two weeks later, on October 15.

*3 Given the January 12, 2004, trial date, it would have been impossible for Tri-American to both challenge the amended complaint by means of a demurrer and conduct discovery based on an amended complaint. The trial court did not abuse its discretion by denying the first motion for leave to amend.

Mobile Ritz's second motion for leave to amend was made on the day of trial. The court denied the motion for the same reasons--untimeliness and prejudice to Tri-American. "[T]he motion is denied, mainly because of, one, I think it's untimely. [¶] I don't know exactly when the sale transpired, but certainly it occurred long enough ago to have considered amending to add the unjust enrichment cause of action. But in any event, I think there is some prejudice that results to the [defendants] as they indicate in their opposing papers, and that they have not done any discovery on the issue. [¶] And in terms of that, we're here for the day of trial, and I think that that is a sufficient showing of prejudice to deny the motion." The court did not abuse its discretion in denying the second motion for leave to amend, for the same reasons as it did not abuse its discretion in denying the first motion.

II.
SUBSTANTIAL EVIDENCE OF
REASONABLENESS

Tri-American's defense to Mobile Ritz's trespass claim was that Mobile Ritz violated the MRL by refusing to approve Tri-American's tenancy in the park. Tri-American argued it was not unlawfully occupying Mobile Ritz's property, despite its lack of an approved tenancy, because Mobile Ritz unreasonably withheld its approval of Tri-American's tenancy. As we noted in our first opinion, "[t]he management has a right to approve the purchaser of a mobilehome, but that approval can only be withheld if the purchaser lacks the financial ability to pay the rent or if the purchaser's prior mobilehome park tenancies provide reasonable grounds for the management to believe that the purchaser will not comply with the park's rules and regulations. (§ 798.74; see [Yee v. City of Escondido \(1990\) 224 Cal.App.3d 1349, 1352](#) [a park owner is *compelled to accept as a new tenant* a person who purchases a mobilehome from an existing tenant unless the new tenant does not have the financial ability to pay rent or, based on past tenancies, has demonstrated he or she will not comply with the park rules and regulations'], italics added.)" (*Mobile Ritz, L.P. v. Tri-American Mobile Homes, Inc., supra*, G030815.) [\[FN1\]](#)

[FN1](#). Section 798.74, subdivision (a), reads, in relevant part: "The management may require the right of prior approval of a purchaser of a mobilehome that will remain in the park and that the selling homeowner or his or her agent give notice of the sale to the management before the close of the sale. Approval cannot be withheld if the purchaser has the financial ability to pay the rent and charges of the park unless the management reasonably determines that, based on the purchaser's prior tenancies, he or she will not comply with the rules and regulations of the park." Mobile Ritz did not challenge Tri-American's financial ability to pay the rent.

At the conclusion of the bench trial, the court made the following statements on the record: "[U]nder [section] 798.74, [subdivision (a),] the owner, Mobile Ritz, L.L.P., had the right to withhold approval of the tenant, whoever that person was, but it had to be done reasonably. [¶] And in terms of that, [section] 798.74 [, subdivision (a)] indicates there are one o[r] two

reasons they can withhold that approval, and that is based upon ... their determination of inability to pay rent or, two, a reasonable determination that the prospective tenant would not comply with the rules and regulations of the park. [¶] Under the circumstances of this case, ... I haven't seen the evidence that indicates that it was a reasonable determination.... [¶] There's conflicting testimony in this trial. Mr. Ross [Tri-American's chief financial officer and treasurer] says, hey, they cleaned up the weeds. Mr.--and from what I've heard, ... the only violation that Mr. Long knew about was the weeds. He sent someone out. Mr. Ross indicated that that was taken care of. He had 15 days to cure it and it was taken care of during that 15-day period. Mr. Ross testified about receiving that letter January 24th, 2001.[¶] That's the one that related to space ... 71. And Mr. Ross testified that he took care of those things. So the evidence that I have, appears to me that the determination that they wouldn't comply with the rules and regulations of the park were that the approval was ... withheld unreasonably.... [T]he real question that is before me is the trespass and whether or not there is a trespass in this case. Trespass being defined as an unlawful interference with possession of the property. And under the circumstances, I don't think that leaving the home there for the period of time that it was there was ... 'unlawful' ... inasmuch as approval of the tenancy I think was withheld unreasonably." The trial court's finding that Mobile Ritz's failure to approve Tri-American's tenancy in the park was unreasonable must be upheld if it is supported by substantial evidence. (See [Piedra v. Dugan \(2004\) 123 Cal.App.4th 1483, 1489](#).)

A. *Section 798.74, subdivision (a) applied in this case.*

*4 Mobile Ritz contends section 798.74, subdivision (a), did not apply in this case because Tri-American never intended to be a tenant in the park. Therefore, Mobile Ritz argues, its failure to comply with section 798.74, subdivision (a), could not be a defense to the trespass claim. But if section 798.74, subdivision (a), did not apply, then what was Mobile Ritz's basis for asserting a trespass claim in the first place? Tri-American lawfully purchased the space 55 coach from its previous owner, and attempted to pay Mobile Ritz for the use of the space while refurbishing the coach. Mobile Ritz, however, refused to accept those payments, claiming Tri-American never had a tenancy because Mobile Ritz had determined under section 798.74, subdivision (a), that Tri-American

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would not comply with the park's rules and regulations. The argument that section 798.74 is inapplicable is without merit.

This argument by Mobile Ritz is merely a modified restatement of an argument it made in the first appeal. There, we held, "Mobile Ritz contends the provisions of section 798.74 never came into play because Tri-American and Long failed to comply with the MRL.... [¶] ... Mobile Ritz contends Tri-American and Long failed to make a timely application for tenancy, absolving Mobile Ritz of any requirement to comply with the MRL regarding approval of that tenancy. The law does not require futile or idle acts. [Citation.] Mobile Ritz made clear, both before and after Tri-American provided notice it had purchased the mobilehome, that Mobile Ritz would never approve Tri-American's tenancy. At oral argument, Mobile Ritz's counsel stated that Mobile Ritz would never have approved a rental agreement submitted by Tri-American or Long. Mobile Ritz cannot avoid compliance with the MRL by advising a prospective homeowner it will not comply with the MRL." (*Mobile Ritz, L.P. v. Tri-American Mobile Homes, Inc.*, *supra*, G030815.)

B. There was substantial evidence supporting the trial court's finding that Mobile Ritz did not reasonably determine Tri-American would not comply with the park's rules and regulations.

Mobile Ritz argues its determination that Tri-American would not comply with the park's rules and regulations was reasonable. On appeal, Mobile Ritz offers four justifications for its determination. There was, however, substantial evidence supporting the trial court's finding that Mobile Ritz's determination was unreasonable.

Mobile Ritz contends Tri-American violated the park's rules requiring it to meet with the park manager before purchasing a coach in the park. Tri-American did not contact the park's management before purchasing the space 55 coach. A sign near the entrance to the park advised purchasers of mobilehomes in the park they "should meet with manager before committing to buy." The language on the sign is not mandatory, and Tri-American's failure to comply with a request that it meet with the manager before buying was not a violation of the park's rules and regulations. Tri-American had purchased another mobilehome in the park (the space 71 coach) three or four months prior to its purchase

of the space 55 coach. Tri-American had not met with the park's manager before purchasing the space 71 coach, and had not applied for tenancy. At that time, the park manager told Tri-American, "it wasn't a problem, that [it] should have checked in with him prior to purchasing it, but now that [it] ha[d], to go ahead and do what [it] ha[d] to do to finish up what [it] started."

*5 Mobile Ritz also contends Tri-American showed a propensity to violate the park's rules and regulations by failing to sign a rental agreement before purchasing either the space 55 coach or the space 71 coach. Section 798.75, subdivision (a), provides, "[a]n escrow, sale, or transfer agreement involving a mobilehome located in a park at the time of the sale, where the mobilehome is to remain in the park, shall contain a copy of either a fully executed rental agreement or a statement signed by the park's management and the prospective homeowner that the parties have agreed to the terms and conditions of a rental agreement." But, Mobile Ritz admitted it never asked Tri-American to sign a rental agreement for either of the two coaches, had decided it would not approve Tri-American's tenancy for the space 55 coach under any circumstances, and refused to accept Tri-American's attempts to pay rent. Tri-American did not apply for residency at the park because it did not intend to occupy the space 55 coach; rather, Tri-American's intent was to refurbish and resell it. When Tri-American did the same thing with the space 71 coach, it was told, "it wasn't a problem." If, in fact, a rental agreement was required while Tri-American refurbished the space 55 coach, Mobile Ritz prevented Tri-American from obtaining such an agreement.

Mobile Ritz also believed Tri-American would not comply with the park's rules based on Tri-American's failure to comply with the rules in connection with the space 71 coach. The park's manager testified Tri-American broke park rules and regulations while refurbishing the space 71 coach by (1) placing a sign in the gravel in front of the unit when the rules permitted only placard signs in the windows; (2) allowing crews to work on the mobilehome without checking in, despite the park manager's request that they do so; and (3) leaving cuttings and trash at the site. The park's manager sent Tri-American a letter regarding the space 71 coach, advising that weeds were growing, and the lot must be maintained during the refurbishing process. Tri-American addressed the problems identified in the letter. Mobile Ritz did not

present evidence that, before purchasing the space 55 coach, Tri-American failed to correct a problem identified by Mobile Ritz.

The park manager also testified that by buying and reselling the space 55 coach, Tri-American would violate park rule 14-H, subparagraph 1, reading, "Mobile home and home site shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to the following: any activity requiring the issuance of a business license or permit by any governmental entity, the leasing, subleasing, sale or exchange of mobile homes." If Tri-American's purchase and intended resale of the space 55 coach was a prohibited business activity under park rule 14-H, every purchase or sale of a coach in the park by any individual or entity would be prohibited.

*6 Tri-American was not told before purchasing the space 55 coach that there was a concern Tri-American would not abide by the park's rules and regulations. Mobile Ritz never checked with the mobilehome park in which Long resided to determine if he had ever broken any park rules. In fact, there was no evidence Long had ever broken the rules at the mobilehome park in which he lives or received any complaints from its management.

C. Tri-American was not required to file a cross-complaint in order to raise the MRL as a defense to Mobile Ritz's claims.

Mobile Ritz argues that even if its determination that Tri-American would not comply with the park's rules was not reasonable, Tri-American's remedy was to sue for damages, not to be awarded an implied tenancy. This argument is also without merit. Mobile Ritz cites section 798.74, subdivision (a), which provides in relevant part, "[i]f the approval of a prospective homeowner is withheld for any reason other than those stated in this article, the management or owner may be held liable for all damages proximately resulting therefrom." First, the statute does not say the failure to comply with this provision of the MRL *must* be asserted as an affirmative claim, rather than in defense to the park owner's lawsuit. Second, by its very language, the statute does not support Mobile Ritz's argument. Mobile Ritz's approval of Tri-American's tenancy was not withheld for a reason other than that stated in the portion of the

MRL dealing with transfers of mobilehomes. Mobile Ritz refused to approve Tri-American's tenancy because it determined--unreasonably as it turns out--that Tri-American would not comply with the park's rules and regulations.

We conclude the trial court's judgment and the findings underlying it were supported by substantial evidence.

III.

ATTORNEY FEES

After trial, the court granted Tri-American's motion for an award of attorney fees. Whether Tri-American is entitled to recover attorney fees under [section 798.85](#) is a question of law subject to de novo review. (*MHC Financing Limited Partnership Two v. City of Santee* (2005) 125 Cal.App.4th 1372, 1397 (*MHC*).) We review Mobile Ritz's challenge to the reasonableness of the award for abuse of discretion. (*Frei v. Davey* (2004) 124 Cal.App.4th 1506, 1512 .)

A. Does [section 798.85](#) Apply?

Tri-American sought statutory attorney fees under the MRL: "In any action arising out of the provisions of [the MRL] the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise." ([§ 798.85.](#)) Mobile Ritz argues the action did not arise out of the MRL and Tri-American was therefore not entitled to recover its attorney fees.

*7 In *Palmer v. Agee* (1978) 87 Cal.App.3d 377, the appellate court interpreted the reach of former section 789.12, the predecessor to [section 798.85.](#) [FN2] In that case, the plaintiffs, the owners of a mobilehome park, filed a complaint for unlawful detainer against the defendants, residents of the park. (*Palmer v. Agee, supra*, 87 Cal.App.3d at pp. 380-381.) The trial court granted the defendants' motion for judgment on the pleadings, based on the plaintiffs' failure to comply with former section 789.5, which provided for a 60-day notice period before termination of a tenancy of a mobilehome park resident. (*Palmer v. Agee, supra*, 87 Cal.App.3d at p. 381.)

[FN2.](#) Former section 789.12 provided: "In any action arising out of Sections 789.5 to

789.11, inclusive, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for purposes of recovering attorney fees and costs under this section where the litigation is dismissed in the person's favor prior to or during the trial, unless, in settlement or compromise, the parties otherwise agree."

The trial court denied the defendants' motion for attorney fees pursuant to former section 789.12 because "the action did not *arise* out of section 789.5, but arose out of an unlawful detainer action, and that it *died* for failure of the plaintiff to comply with section 789.5." (*Palmer v. Agee, supra, 87 Cal.App.3d at p. 386.*) The appellate court rejected that analysis. "An action is not limited to the complaint or the document initiating the action but the entire judicial proceeding.... [¶] An 'action' thus includes all proceedings, at least to the time of judgment, which are required to perfect the rights. The defenses raised in the answer to the complaint are a real part of any action. In this action the tenants raised as a defense the fact the landlord had not complied with section 789.5 and they prevailed in that contention. The defense in this action did arise from section 789.5 and the tenants should have the attorneys' fees provided in section 789.12." (*Id. at p. 387.*)

Tri-American did not assert a claim based on the MRL, but raised the MRL defensively as a part of its affirmative defenses. As in *Palmer v. Agee, supra, 87 Cal.App.3d 377*, Tri-American raised the failure to comply with the MRL as a defense to Mobile Ritz's non-MRL claim. Tri-American's defense was a "real part" of the action, on which it prevailed at trial. This supported recovery of statutory attorney fees pursuant to [section 798.85](#). The trial court did not err in awarding attorney fees to Tri-American pursuant to [section 798.85](#).

We invited letter briefs from the parties addressing *MHC, supra, 125 Cal.App.4th 1372*. In that case, a mobilehome park owner challenged a local ordinance, in part, on the ground it was preempted by the MRL. (*Id. at p. 1379.*) The trial court determined several portions of the ordinance were preempted by the MRL, and severed them. (*Id. at p. 1393.*) The appellate court concluded the mobilehome park owner could not recover attorney fees under [section 798.85](#). "Asserting that the phrase 'arising out of' in

[Civil Code section 798.85](#) is the broadest connective phrase in California jurisprudence, MHC's position is essentially that its MRL preemption claims 'arise out of' the MRL within the meaning of [Civil Code section 798.85](#) because they *relate to* the MRL. We construe the phrase 'arising out of' more narrowly and conclude that MHC's preemption claims do not 'arise out of' the MRL within the meaning of [Civil Code section 798.85](#). [¶] The fact that a declaratory relief cause of action *relates to* a particular statute or statutory scheme does not necessarily mean that the cause of action *arises out of* the statute or scheme." (*MHC, supra, 125 Cal. App.4th at p. 1397.*)

*8 The appellate court also created a standard to determine whether a claim arises out of the provisions of the MRL. "We conclude that the phrase 'any action arising out of the provisions of [the MRL]' in [Civil Code section 798.85](#) encompasses only those actions directly involving the application of MRL provisions in specific factual contexts addressed by the MRL, such as actions by mobilehome park residents against management for failing to maintain physical improvements in common facilities in good working order. [Citation.] Although MHC's declaratory relief claims that the MRL preempts certain provisions of Ordinance 412 *relate to* the MRL, they do not *arise out of* the MRL because they do not involve application of MRL provisions to a particular factual context addressed by the MRL. The court did not abuse its discretion in denying MHC's requests for attorney fees under [Civil Code section 798.85](#)." (*MHC, supra, 125 Cal.App.4th at p. 1398.*)

Mobile Ritz argues its complaint for trespass and ejectment did not arise out of the MRL "because the MRL does not address either of those claims." We disagree. Mobile Ritz's complaint and Tri-American's answer directly involved the application of the MRL in a specific factual context addressed by the MRL. The right of a park owner to approve a new tenant and the limits on that right are directly addressed by the MRL. Mobile Ritz's claims were based entirely on its refusal to approve Tri-American's tenancy.

At oral argument, Mobile Ritz's counsel argued the words "arising out of" in [section 798.85](#) mean the MRL must be asserted or relied on in the complaint. We find no support for this argument in [section 798.85](#) itself, or in *MHC, supra, 125 Cal.App.4th 1372*. We conclude attorney fees were recoverable in this case under [section 798.85](#). [FN3]

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(Cite as: 2005 WL 958234 (Cal.App. 4 Dist.))

[FN3](#). In connection with the first appeal, Mobile Ritz sought to recover its attorney fees. We did not reach the issue of Mobile Ritz's entitlement to attorney fees then, because the reversal of the judgment obviated the attorney fee award. Mobile Ritz now argues its earlier request for attorney fees was made under section 3334, subdivision (a), which provides, "[t]he detriment caused by the wrongful occupation of real property ... is deemed to include the value of the use of the property for the time of that wrongful occupation ..., the reasonable cost of repair or restoration of the property to its original condition, and the costs, if any, of recovering the possession." But a prevailing party's attorney fees are not an element of its costs of recovering possession of real property. Quite simply, Mobile Ritz is now arguing a position inconsistent with its earlier one.

B. Were the attorney fees reasonable?

Mobile Ritz raises two arguments why the attorney fees incurred by Tri-American were not reasonable. First, Mobile Ritz argues the total amount of hours billed by Tri-American's counsel was excessive. Second, Mobile Ritz argues the services billed were duplicative and unnecessary.

In opposing the motion for attorney fees in the trial court, Mobile Ritz made these same arguments. Mobile Ritz also argued to the trial court that the fees requested should be reduced because Tri-American failed to provide sufficient support for the identities of certain attorneys whose times were billed, and because Tri-American was not entitled to recover fees for corporate work performed by its attorneys. The trial court reduced Tri-American's fee award by \$13,563, based on those arguments. Mobile Ritz's argument on appeal that "[t]he trial court thus abused its discretion by failing to carefully review the billing summary, and significantly reduce the amount of fees awarded" is totally incorrect.

Based on the record before us, the trial court obviously reviewed the parties' arguments and Tri-American's billing statements. The court did not abuse its discretion in awarding Tri-American \$60,437 in attorney fees, which was a reduction of almost 18 percent of the attorney fees requested.

DISPOSITION

*9 The judgment and postjudgment order are affirmed. Respondents to recover their costs on appeal.

WE CONCUR: [BEDSWORTH](#), Acting P.J., and [MOORE](#), J.

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