Filed 3/10/23 First Technology Federal Credit Union v. Trojan CA6

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

FIRST TECHNOLOGY FEDERAL CREDIT UNION, Plaintiff and Respondent, v. EVA TROJAN, Defendant and Appellant.	H049919 (Monterey County Super. Ct. No. 21CV000083)

Appellant Eva Trojan sought attorney fees after she resolved claims asserted by and against respondent First Technology Credit Union (First Technology) arising from her purchase of an automobile. Although the trial court granted her motion in part, it calculated the award of fees based on an hourly rate lower than Trojan requested for each of her three attorneys, declined to compensate Trojan for the time her attorneys spent preparing a motion for summary judgment that she did not file, and declined to award a contingent fee enhancement. On appeal, Trojan argues that the trial court applied an incorrect legal standard in reaching each of these findings. We will affirm the trial court's order.

I. FACTUAL AND PROCEDURAL BACKGROUND

In 2016, Trojan entered into a contract to purchase an automobile from a dealership. The dealership thereafter assigned the contract to First Technology, who held the contract at the time it filed the underlying civil action relevant to this appeal.

Alleging that she began experiencing problems with the vehicle, Trojan stopped making payments pursuant to the contract, which caused First Technology to repossess the vehicle in 2018. First Technology notified Trojan of its intent to sell the vehicle at a private sale, and thereafter sold the vehicle, using the sale proceeds to offset the amount Trojan allegedly owed under the contract. In 2021, First Technology filed a complaint against Trojan in Monterey County Superior Court, alleging causes of action for deficiency judgment and common count, in which it claimed Trojan owed $24,740.14 plus late charges and interest from the date she defaulted on the loan through entry of judgment.

Trojan filed a cross-complaint against First Technology for declaratory relief and damages. She sought a declaration that the contract was unenforceable under the Automobile Sales Finance Act (ASFA) (Civ. Code, § 2981 et seq.), and prayed for actual and statutory damages, attorney fees, and costs pursuant to the ASFA and the Rosenthal Fair Debt Collection Practices Act (RFDCPA) (Civ. Code, § 1788 et seq.).

After the parties failed to resolve the matter in two settlement conferences in 2021, Trojan's counsel commenced drafting a motion for summary judgment. Trojan also noticed the deposition of First Technology's person most knowledgeable. Prior to the deposition, First Technology served an offer to compromise pursuant to Code of Civil Procedure section 998,[1] in which it offered to waive the balance of the deficiency it claimed Trojan owed to First Technology, and pay Trojan $2,001 for resolution of her claims, plus attorney fees and costs to be determined by the trial court upon motion. Trojan accepted the offer, and the trial court entered judgment accordingly.

[1] "[Code of Civil Procedure] [s]ection 998 is a cost-shifting statute that encourages settlement by providing a strong financial disincentive to a party who refuses a reasonable settlement offer. [Citations.] Under section 998, a plaintiff who refuses a reasonable settlement offer and then fails to obtain a more favorable judgment is penalized by the loss of postoffer costs and an award of costs in the defendant's favor." (*Greene v. Dillingham Construction, N.A., Inc.* (2002) 101 Cal.App.4th 418, 425.)

Trojan thereafter filed a motion for $94,870 in attorney fees, based on the "lodestar-multiplier method." Trojan's counsel, whose office was located in Santa Clara County, had agreed to represent her on a contingency basis and had advanced costs and litigation expenses. Trojan asked the court to set the lodestar rate for each of her three attorneys based on the fee they charged to "fee-paying clients": $700 per hour for attorney Fred W. Schwinn, who had more than 24 years of experience, $600 per hour for Raeon R. Roulston, who had 14 years of experience, and $500 per hour for Matthew C. Salmonsen, who had 12 years of experience. Based on Schwinn's 41.9 hours of work on the case, Roulston's 14.1 hours, and Salmonsen's 54.5 hours, Trojan calculated the total lodestar amount at $59,660 for the "merits litigation" and $5,380 for post-judgment work related to the attorney fees request, arguing that the hourly rates were "fully supported by prior fee awards [the attorneys] have received, by the rates they customarily charge their fee-paying clients, by their extensive skill and experience in this and similar cases, and by rates that have been awarded in recent cases by this and other Northern California courts." Each of Trojan's attorneys provided a declaration describing his skills and experience to support the requested fee amount and enumerating the tasks he had undertaken or completed.[2]

Trojan asked the court to apply a 1.5 "lodestar enhancement" based on the risk her attorneys accepted by taking her case on a contingency basis. Trojan requested a total of $98,770 in attorney fees.

First Technology opposed Trojan's motion on the ground that the requested amount was "excessive." They argued that a reasonable hourly rate for similar work in the local community was in the range of $350 to $475 per hour, given that the case "was uncomplicated and went from the pleading stage almost immediately to settlement

[2] In their declarations, each attorney identified cases in Northern California courts in which they had been awarded the requested hourly rate. None of the identified cases arose in Monterey County Superior Court.

negotiations." They further contended that the number of hours claimed by Trojan's attorneys was unreasonable, citing in particular the 30 hours claimed by counsel for preparing a motion for summary judgment that Trojan "never filed or served." First Technology alleged that "the time asserted for drafting the motion is excessive given the simple and straightforward facts and legal issues in this case." Anticipating that Trojan would argue that the threat of the motion prompted settlement, First Technology asserted that they increased their offer by one dollar after the motion was drafted, and only for the purpose of "set[ting] a threshold for the CCP 998 offer."

In reply, Trojan reiterated her contention that the amount of fees she requested, including the contingent risk multiplier, was reasonable and necessary to fully compensate her attorneys for the work they performed on a contingency basis. She argued that the work her attorneys performed on the motion for summary judgment should be fully compensated, as it was "work on a successful claim"; she contended that, as such, it would have been compensable had she filed the motion and the court denied it, and should thus be compensable even though she did not file the motion.

Following a hearing, the trial court issued an order granting Trojan's motion in part. It found: "1. The reasonable hourly rate for collection work in Monterey County including work of the nature in issue here, is no more than $350 per hour; [¶] The time spent by Trojan's counsel on the unfiled Motion for Summary Judgment was not reasonably necessary, and thus will not be compensated; [¶] 3. No contingent fee enhancement is appropriate[.]" The court did not explain its reasoning behind these findings in the written order. Based on the findings, it awarded Trojan "87 hours at a rate of $350 per hour, for a total attorney fee award of $30,450."

Trojan filed a timely notice of appeal from the attorney fees order, which is appealable as an order after judgment. (Code Civ. Proc., § 904.1, subd. (a)(2); Cal. Rules of Court, rule 8.104(a).)

II. DISCUSSION

Trojan alleges three errors on appeal: (1) the trial court applied an incorrect legal standard in setting her attorneys' hourly rates; (2) the trial court applied an incorrect legal standard in denying compensation for attorney time spent drafting her motion for summary judgment; and, (3) the trial court applied an incorrect legal standard in denying a contingent risk enhancement.

A. Standard of Review

The standard of review applicable to an order granting or denying attorney fees is well established. " '[T]he determination of what constitutes reasonable attorney fees is committed to the discretion of the trial court. . . . [Citations.] The value of legal services performed in a case is a matter in which the trial court has its own expertise. [Citation.]' [Citation.]" (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1096 (*PLCM Group*).) Because an experienced trial judge is in the best position to determine the value of professional services rendered in the judge's court, we will not disturb the trial court's exercise of discretion unless we are " 'convinced the award is clearly wrong.' [Citation.]" (*Serrano v. Priest* (1977) 20 Cal.3d 25, 49 (*Serrano III*).) "At the same time, discretion must not be exercised whimsically, and reversal is appropriate where there is no reasonable basis for the ruling or the trial court has applied 'the wrong test' or standard in reaching its result. [Citation.]" (*Nichols v. Taft* (2007) 155 Cal.App.4th 1233, 1239 (*Nichols*).)

Appellant did not designate a court reporter's transcript or other record of the oral proceedings in the trial court.[3] "[T]he absence of a court reporter at trial court

[3] Trojan elected to proceed on appeal without a record of the oral proceedings in the trial court. First Technology concedes that there was not a court reporter present at the hearing. Trojan also did not designate a settled statement in lieu of a reporter's transcript, as allowed under California Rules of Court, rule 8.137(b)(1)(A) when the designated proceedings were not reported by a court reporter. Trojan contends on appeal that the trial court "declined to issue a written statement of decision." There is no evidence in the record before this court that either party requested a statement of decision

proceedings and the resulting lack of a verbatim record of such proceedings will frequently be fatal to a litigant's ability to have his or her claims of trial court error resolved on the merits by an appellate court. This is so because it is a fundamental principle of appellate procedure that a trial court judgment is ordinarily presumed to be correct and the burden is on an appellant to demonstrate, on the basis of the record presented to the appellate court, that the trial court committed an error that justifies reversal of the judgment." (*Jameson v. Desta* (2018) 5 Cal.5th 594, 608-609 (*Jameson*).) In the absence of a contrary showing in the record, we make all presumptions in favor of a trial court's actions, including the presumption that matters authorizing the trial court's order were presented to the court. (*Id.* at p. 609.) Where the appellant fails to provide an adequate record, we are required to resolve the issue against her. (*Ibid.*)

B. The Trial Court did not err in setting attorneys' hourly rates.

Trojan contends that the trial court erroneously based its determination of a reasonable hourly rate on the rate prevailing in Monterey County, rather than considering the prevailing rate for Santa Clara County, where her attorneys were located. She argues that the trial court's conclusion that a Monterey County rate was appropriate "reflects that the [court] did not consider [her] uncontradicted evidence that she was unable to find local counsel to take on her case, and thus had no choice but to engage counsel from Santa Clara County."

"[A] court assessing attorney fees begins with a touchstone or 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 III, supra,* 20

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pursuant to Code of Civil Procedure section 632. While it is unclear whether the trial court is ever obligated to issue a statement of decision upon hearing a motion for attorney fees (see *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1294 (*Maria P.*); *Gorman v. Tassajara Development Corp.* (2009) 178 Cal.App.4th 44, 60-61), there is no question that such an obligation, if any, only arises upon the timely request by a party. (Code Civ. Proc., § 632; see *Mann v. Quality Old Time Service, Inc.* (2006) 139 Cal.App.4th 328, 342.)

Cal.3d at p. 48.)" (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-1132 (*Ketchum*).) What constitutes a "reasonable hourly rate" depends on the "experience, skill, and reputation of the attorney requesting fees. [Citation.]" (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009.) " 'The value of legal services performed in a case is a matter in which the trial court has its own expertise. [Citation.] The trial court may make its own determination of the value of the services contrary to, or without the necessity for, expert testimony. [Citations.] The trial court makes its determination after consideration of a number of factors, including the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case.' [Citation.]" (*PLCM Group, supra*, 22 Cal.4th at p. 1096.)

While the court generally considers the hourly prevailing rate for private attorneys performing the similar type of litigation in the community in which the litigation is taking place (*Ketchum, supra*, 24 Cal.4th at p. 1133), "in a proper case where a threshold showing has been made that obtaining local counsel was impracticable, a trial court should consider the need to hire more expensive out-of-town counsel as a factor in determining the base fee used in the lodestar figure or in evaluating whether to apply a lodestar enhancement. [Citation.]" (*Nichols, supra*, 155 Cal.App.4th at p. 1242.) The trial court must at least "consider awarding market value compensation for an attorney who is from a higher fee market, if the [plaintiff demonstrates] that hiring local counsel was impracticable." (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 399 (*Horsford*).) However, the trial court's decision concerning what constitutes a reasonable hourly rate remains a discretionary one. (*Ibid.*; *Nichols*, at p. 1242.)

We presume that the trial court considered Trojan's contention that it was impractical for her to find local counsel to represent her. (See *Jameson, supra*, 5 Cal.5th at pp. 608-609.) Trojan raised this issue in the pleadings she submitted to the court prior

to the hearing; the court's order states that it read the briefs in ruling on the attorney fees motion. In the declaration she filed in support of her motion, Trojan stated, "When I initially became aware of the lawsuit against me, I diligently attempted to find a local consumer attorney. However, it proved very difficult to find counsel willing to take on a credit union in a collection matter, especially on a contingent basis. I then widened my search to cities farther away from me. Ultimately, I was unable to find experienced counsel similar to Mr. Schwinn and the attorneys at Consumer Law Center. Thus, I engaged Mr. Schwinn and his firm to represent me." Schwinn provided a separate declaration, in which he contended that it was "extremely difficult" for individual consumers to find lawyers to represent them in cases against debt holders.

Because the trial court's order does not reflect the reasons the trial court adopted the Monterey County-based rate, and we do not have record of the oral proceedings before the court, we must indulge all intendments and presumptions to support the order on matters as to which the record is silent. (*Gutierrez v. Chopard USA Ltd.* (2022) 82 Cal.App.5th 383, 393 (*Gutierrez*); *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447 (*Vo*).) We thus presume that the trial court considered but rejected Trojan's contention that it was impractical for her to find Monterey County-based counsel to represent her. Doing so did not constitute an abuse of discretion under the law governing such fee awards.

We observe that Trojan's declaration describing her efforts to find local counsel was far less detailed than those presented in *Horsford*. In *Horsford*, the plaintiff declared that he contacted at least seven attorneys in his local area, and retained out-of-area counsel only after all of those attorneys declined to take his case. (*Horsford*, *supra*, 132 Cal.App.4th at p. 398.) There was also evidence that the out-of-town attorney tried to find local counsel with great difficulty; several attorneys provided declarations confirming that they turned down the request. (*Ibid*.) The appellate court determined the

plaintiff in *Horsford* made at least " 'a good faith effort to find local counsel' [citation]," which is the standard the court opined most likely applied to the issue.[4]

In *Nichols*, the appellate court determined that the plaintiff failed to make a sufficient showing that hiring local counsel was impracticable. (*Nichols, supra*, 155 Cal.App.4th at p. 1244.) There, the plaintiff, who alleged she was subjected to sexual harassment while employed by a local police department, declared that "because Taft and Bakersfield were small towns and law enforcement had 'close ties' with the legal community, she was 'fearful that [she] would not get fair and adequate legal representation by attorneys in Kern County.' " (*Id*. at p. 1238.) While the trial court concluded that the plaintiff had failed to make an adequate showing that it was impractical for her to retain local counsel, it nevertheless accounted for the higher rates charged by her out-of-town counsel, which the appellate court held was an abuse of discretion. (*Id*. at p. 1244.) In doing so, the reviewing court confirmed that a trial court is not required to award attorney fees at higher rates whenever a plaintiff hires an attorney from a higher fee market. The plaintiff must make "a sufficient showing . . . that hiring local counsel was impractical. [Citation.]" (*Ibid*.)

Although Trojan's declaration does more than allege a generalized fear that she could not retain local counsel, we cannot conclude that the trial court abused its discretion by making an implied finding that Trojan's showing regarding hiring local counsel was insufficient. Unlike the declaration in *Horsford*, Trojan did not provide any detail regarding her efforts to retain local counsel, other than generally stating that she "diligently attempted to find a local consumer attorney" and that she "widened [her] search to cities farther away from [her]" when her alleged efforts proved "very difficult." In *Horsford*, the plaintiff's out-of-area attorney provided additional, specific information

[4] The trial court adopted a "higher standard," which the appellate court held plaintiff's evidence satisfied, such that it did not need to determine which standard actually applied. (*Horsford, supra*, 132 Cal.App.4th at pp. 398-399.)

about the difficulties they faced in finding local counsel. Here, Schwinn did not allege that he attempted to contact attorneys in the Monterey County area, or that he had knowledge of or experience with the local attorney market there.

We also contrast Trojan's declarations with those found by appellate courts to be sufficient to justify the award of out-of-area attorney fees. In *Center for Biological Diversity v. County of San Bernardino* (2010) 188 Cal.App.4th 603, 618, the appellate court determined a declaration stating that the plaintiff had been involved in similar issues in the local area for 14 years and was familiar with the local attorney market sufficed to make a "threshold showing of impracticability." "[The plaintiff] has been involved in local environmental issues for many years, and he has participated in local litigation as a member of a local environmental group, and he can vouch for the unavailability of qualified local counsel. Under these particular circumstances, plaintiffs were not required to produce more detailed evidence, such as evidence of contacts to numerous attorneys who refused the case. Through his experience, [the plaintiff] was well aware of the local market." (*Id*. at pp. 618-619.) In *Environmental Protection Information Center v. Department of Forestry & Fire Protection* (2010) 190 Cal.App.4th 217, 249, the appellate court similarly held that the plaintiffs made the required showing to justify the fees of out-of-town counsel. There, a local attorney submitted a declaration explaining why he was unable to undertake primary representation of plaintiffs in the action, and stating that "he was not aware 'of any other local attorney or law firm in Humboldt County who would have represented the petitioners in this matter.' A number of other local attorneys submitted declarations in which they stated they would not have been willing to represent [the plaintiffs] in the actions below." (*Ibid.*; see also *Marshall v. Webster* (2020) 54 Cal.App.5th 275, 286-287 [affirming trial court's use of out-of-town rates where the party sought local counsel, who declined to take the case and could not recommend anyone in the area to represent him]; *In re Tobacco Cases I* (2013) 216 Cal.App.4th 570, 582-583 [prevailing party justified out-of-town fee rates through

declarations detailing why assigning a case to a local assistant attorney general was impracticable].)

Comparing the detailed evidence in these authorities describing the unavailability of local counsel to that proffered by Trojan, we cannot conclude that the trial court acted outside the bounds of reason when it awarded attorney fees based on the prevailing local rate. We will " 'uphold a ruling which a reasonable judge might have made, even though we would not have ruled the same and a contrary ruling would also be sustainable. We cannot substitute our own judgment.' [Citations.]" (*Harman v. City and County of San Francisco* (2007) 158 Cal.App.4th 407, 428.) Beyond her contention that the trial court failed to consider her evidence that it was impracticable for her to hire local counsel, Trojan does not argue that the trial court erred in adopting $350 per hour as the reasonable rate for services in Monterey County. We discern no error in the trial court's decision to use the local fee rate and reject Trojan's challenge.

C. Trojan has not demonstrated that the trial court erred in denying fees related to a motion for summary judgment.

Once the trial court determines the reasonable hourly rate of compensation, it calculates the lodestar by multiplying that rate by "the number of hours reasonably expended on the litigation. . . ." (*Ketchum*, *supra*, 24 Cal.4th at p. 1136.) There is no dispute that, "absent circumstances rendering the award unjust," Trojan should be compensated for "all hours reasonably spent" by her attorneys in this action. (See *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.) The trial court has discretion to determine " 'which of the hours expended by the attorneys were "reasonably spent" on the litigation. . .' [Citation.]" (*Mikhaeilpoor v. BMW of North America, LLC* (2020) 48 Cal.App.5th 240, 247 (*Mikhaeilpoor*).) The court must first "determine the actual time expended and then 'ascertain whether under all the circumstances of the case the amount of actual time expended and the monetary charge being made for the time expended are reasonable.' [Citation.] Factors to be considered include, but are not limited to, the

complexity of the case and procedural demands, the attorney skill exhibited and the results achieved. [Citation.]" (*Ibid*.) The party seeking fees bears the burden of demonstrating that the fees were " ' "reasonably necessary to the conduct of the litigation," . . . .' [Citations.] It follows that if the prevailing party fails to meet this burden, and the court finds the time expended or amount charged is not reasonable under the circumstances, 'then the court must take this into account and award attorney fees in a lesser amount.' [Citation.]" (*Id*. at p. 248.)

Trojan argues the trial court applied an incorrect legal standard when it denied her request for attorney fees incurred in preparing a motion for summary judgment that she did not file prior to accepting First Technology's settlement offer. The order on its face reflects that the court applied the proper legal standard. The court stated, "The time spent by Trojan's counsel on the unfiled Motion for Summary Judgment was not reasonably necessary, and thus will not be compensated." (Emphasis removed.) The application of this standard of reasonable necessity was the task before the court. (*Mikhaeilpoor*, *supra*, 48 Cal.App.5th at p. 248.) Trojan has not identified any evidence in the record to demonstrate that the trial court did not apply this correct legal standard.

Trojan implicitly argues that the trial court abused its discretion in finding that the time spent preparing the unfiled motion for summary judgment was not reasonably necessary. She contends that discounting the time spent on the motion was "akin to a court not compensating trial preparation if a case settled on the eve of trial," alleging "no reasonable court would do so." We are not aware of any authority holding that a trial court necessarily abuses its discretion by discounting fees related to an unfiled motion.

Absent such authority, and absent any conflicting indication in the record, we must indulge the inference that the court made an assessment of the usual lodestar factors to reach its determination that that the time spent preparing the unfiled motion for summary judgment was not reasonably necessary to the litigation. (See *Jameson*, *supra*, 5 Cal.5th pp. 608-609; *Maria P.*, *supra*, 43 Cal.3d at pp. 1295-1296 [appellant's failure to provide

an adequate record of attorney fee proceedings precluded Supreme Court from assessing error in trial court's application of the lodestar and required the court to resolve the claim against the appellant]; *Gutierrez, supra,* 82 Cal.App.5th 393 [failure to provide sufficient settled statement limits appellate review]; *Vo, supra,* 79 Cal.App.4th at p. 448 ["The absence of a record concerning what actually occurred at the trial precludes a determination that the trial court abused its discretion."]; accord *McKenzie v. Ford Motor Co.* (2015) 238 Cal.App.4th 695, 704-705 [the appellate court can indulge inference that the trial court's reduction in fees reflects an assessment of the lodestar factors in the absence of specific analysis provided by the trial court].) Given the limited record before us, we are precluded from determining that the trial court abused its discretion when it concluded that the time spent preparing the unfiled motion for summary judgment was not reasonable "under all of the circumstances of the case." (*Mikhaeilpoor, supra,* 48 Cal.App.5th at p. 248.) We thus reject Trojan's claim.

D. Trojan has not demonstrated that the trial court erred in declining to apply a multiplier.

Once the trial court determines the lodestar figure based on the applicable hourly rate and time spent, it may then adjust the fee "based on factors including, as relevant herein, (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award. (*Serrano III, supra,* 20 Cal.3d at p. 49.) The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services. The ' "experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to

review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong." ' (*Ibid*.)" (*Ketchum, supra*, 24 Cal.4th at p. 1132.)

Here, the trial court denied Trojan's request for a 1.5 multiplier based on the contingent risk present in the action. Trojan contends it is unclear what legal standard, if any, the trial court used to deny her request for the risk enhancement. She appears to allege that the court's failure to award any enhancement necessarily reflects that the court applied the wrong legal standard. As with Trojan's other similar arguments, her failure to provide the record of the oral proceedings on her motion precludes such a determination, as we must presume that the order is correct. (*Jameson, supra*, 5 Cal.5th pp. 608-609.) While the trial court had discretion to include an enhancement based on the contingent risk, it was not required to do so. (*Ketchum, supra*, 24 Cal.4th at p. 1138; *Nichols, supra*, 155 Cal.App.4th at pp. 1240-1241.) Thus, its order denying the enhancement is not per se evidence of its failure to apply the correct legal standard.

As to whether the court abused its discretion in denying the enhancement, Trojan's argument is again hampered by her failure to provide a record of the oral proceedings. Absent that record, we must indulge the inference that court made an assessment of the appropriate factors in deciding that a contingent fee enhancement was not "appropriate." (See *Jameson, supra*, 5 Cal.5th pp. 608-609; *Maria P., supra*, 43 Cal.3d at pp. 1295-1296; § II.C., *ante*.) On the record before us, we are compelled by long-established precepts of appellate review to affirm the trial court's attorney fees order.

III. DISPOSITION

The April 1, 2022 order granting in part Trojan's motion for attorney fees is affirmed.

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Greenwood, P. J.

WE CONCUR:

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Grover, J.

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Danner, J.