

**Tentative Rulings for March 17, 2026**  
**Department 503**

**For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)**

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There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

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The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

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(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 503**

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(03)

**Tentative Ruling**

Re: ***Worldway International Investment Holdings Limited v. Advanced Bioenergy LP***  
Case No. 25CECG01954

Hearing Date: March 17, 2026 (Dept. 503)

Motion: Plaintiff's Motion for Contractual Interest, Attorney's Fees, and Costs

**If oral argument is timely requested, it will be entertained on Tuesday, April 7, 2026, at 3:30 p.m. in Department 503.**

**Tentative Ruling:**

To grant plaintiff's motion for contractual interest, attorney's fees, and costs. To award interest of \$151,602.66 from April 8, 2025 to December 2, 2025, with interest continuing to accrue at the rate of \$636.98 per day. To award costs of \$4,747.12. To award attorney's fees of \$50,000.

**Explanation:**

First, there is no dispute that the promissory note provides for an award of attorney's fees and costs to the plaintiff in an action to enforce the note. (Promissory Note, § 13(g).) The note also provides that interest shall accrue on the unpaid balance of the note at a rate of 10% per annum. (Id. at § 7.) Here, plaintiff is the prevailing party in the action, as it obtained a judgment in its favor after the court granted its summary judgment motion. Therefore, plaintiff is entitled to its reasonable attorney's fees, costs, and interest on the unpaid principal amount of the note.

Next, plaintiff seeks an award of \$143,225.42 in attorney's fees, \$4,747.12 in costs, and interest of \$151,602.66 on the unpaid balance of the note. Plaintiff has filed a memo of costs, which raises a rebuttable presumption that the listed costs were reasonably incurred and necessary to the litigation. Defendants do not dispute the amount of costs or interest requested by plaintiff, so the court intends to grant the costs of \$4,747.12 and interest of \$151,602.66.

On the other hand, defendants do dispute the amount of attorney's fees requested by plaintiff, contending that plaintiff has not met its burden of showing that the requested amount of fees is reasonable, that the hourly rates billed by plaintiff's counsel are unreasonably high, and that counsel's claimed number of hours is also excessive, duplicative, and unreasonable. Defendants contend that the court should either deny the request for fees in its entirety, or in the alternative reduce the amount of fees substantially.

A court assessing attorney's 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 v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 48.) As our Supreme Court has repeatedly made clear, the lodestar consists of "the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. . . ." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 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.)

While the fee awards should be fully compensatory, the trial court's role is not to simply rubber stamp the defendant's request. (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133; *Robertson v. Rodriguez* (1995) 36 Cal.App.4th 347, 361.) Rather, the court must ascertain whether the amount sought is reasonable. (*Robertson supra*, at p. 361.) However, while an attorney fee award should ordinarily include compensation for all hours reasonably spent, inefficient or duplicative efforts will not be compensated. (*Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1321.) The constitutional requirement of just compensation, "cannot be interpreted as giving the [prevailing party] carte blanche authority to 'run up the bill.'" (*Aetna Life & Casualty Co. v. City of Los Angeles* (1985) 170 Cal.App.3d 865, 880.) The person seeking an award of attorney's fees "is not necessarily entitled to compensation for the value of attorney services according to [his] own notion or to the full extent claimed by [him]. [Citations.]" (*Salton Bay Marina, Inc. v. Imperial Irrigation Dist.* (1985) 172 Cal.App.3d 914, 950.)

The basis for the trial court's calculation must be the actual hours counsel has devoted to the case, less those that result from inefficient or duplicative use of time. (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 395, citing *Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.)

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.) Ordinarily, "the value of an attorney's time . . . is reflected in his normal billing rate." (*Mandel v. Lackner* (1979) 92 Cal. App. 3d 747, 761.)

The "experienced trial judge is the best judge of the value of professional services rendered in his court." (*Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 832.) Based on a consideration of various factors, the trial court may rely on its own expertise and knowledge to calculate reasonable attorney fees. (*Niederer v. Ferreira* (1987) 189 Cal. App. 3d 1485, 1507.) "When the trial court is informed of the extent and nature of the services rendered, it may rely on its own experience and knowledge in determining their reasonable value." (*In re Marriage of Cueva* (1978) 86 Cal. App. 3d 290, 300.) The court is not limited to the affidavits submitted by the attorney. (*Melnyk v. Robledo* (1976) 64 Cal. App. 3d 618, 625.)

Here, plaintiff seeks \$143,225.42 in fees, which it contends is a reasonable amount based on the work done in the case and the skill and experience of its attorneys. However, plaintiff has not shown that the requested fees are reasonable based on the nature of the case, the issues involved, and the time required to litigate the matter.

As plaintiff itself admitted in its summary judgment motion and opposition to defendants' motion to disqualify counsel, this is a "simple case", as it is a "collection action" based on breach of a promissory note. (See Plaintiff's Summary Judgment Motion, Memo of Points and Authorities, p. 3, line 1; Opposition to Motion to Disqualify Counsel, p. 2, lines 6-7.) The case did not go to trial, there was no written discovery served, no depositions were taken, and no motions have been filed or heard other than one summary judgment motion, a motion to disqualify counsel, and a motion for new trial, as well as the current fees motion. The entire case took less than a year to litigate from the filing of the complaint to the court's ruling on the summary judgment motion. The issues of the case were simple, namely whether defendants had breached the promissory note. There were no complex factual or legal issues that required extensive briefing or argument. For example, the points and authorities brief for the motion for summary judgment was only eight pages long, and there were only 23 facts in plaintiff's separate statement in support of the summary judgment motion.

Nevertheless, despite the simple and straightforward issues of the case and its speedy resolution, plaintiff's counsel collectively incurred over 155 hours of attorney time. Also, much of the time was incurred by senior attorneys billing at extremely high rates, despite the fact that a junior associate apparently could have handled much of the work. For example, in October of 2025 alone, plaintiff's counsel billed for 88.20 hours of work, 48.2 hours of which was billed by senior attorneys billing at rates of \$1,285 to \$1,595 per hour. (Benjen decl., Exhibit C, October 2025 Fee Statement, p. 6.) Much of the work also appears to be duplicative of the work done by other attorneys on the same motions and issues. Thus, plaintiff has not shown that the amount of hours it has claimed is reasonable in relation to the nature of the case and the work that needed to be done. Rather than calculating the fees based on the claimed 155 hours, the court will reduce the number of hours to 100, which is a more reasonable amount of time in light of the issues of the case and the time it took to resolve.

In addition, plaintiff seeks to recover fees based on high out-of-the-area rates. For example, Mr. Benjen, who is based in Philadelphia, bills at an hourly rate of \$1,595. (Benjen decl., ¶ 15.) Amanda Morgan, who is based in San Francisco, bills at \$1,530 per hour. (*Id.* at ¶ 16.) Nathan Heller, who is based in Philadelphia, bills at \$1,285 per hour. (*Id.* at ¶ 17.) Cory Sidelsky, who has 11 years of experience and is based in Philadelphia, bills at \$670 per hour. (*Id.* at ¶ 18.) Even plaintiff's counsel's paralegal, Denise Elder, bills at \$435 per hour. (*Id.* at ¶ 19.)

These rates are substantially higher than the rates billed by Fresno attorneys of similar skill and experience. For example, defendants submit the declaration of Marshall Whitney, an attorney in the Fresno area with almost 48 years of practice experience, who bills at a rate of \$550 per hour. (Whitney decl., ¶¶ 3-9.) Thus, plaintiff is seeking to recover based on rates that are around three times higher than the rates charged by one of the most skilled and experienced attorneys in the Fresno area.

"[I]n the 'unusual circumstance' that local counsel is unavailable," a trial court may award an out-of-town counsel's higher rates. (*Horsford v. Board of Trustees of California State University, supra*, 132 Cal.App.4th at p. 399.) In such rare cases, the justification for awarding the higher rate is that out-of-town rates are needed "to attract attorneys who are sufficient to the cause." (*Ibid.*) At a minimum, therefore, the party



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**Tentative Ruling**

Re: **Eddie Honarchian v. Sinclair Properties I, LLC**  
Superior Court Case No. 25CECG04914

Hearing Date: March 17, 2026 (Dept. 503)

Motion: Demurrer by Defendant Cushman & Wakefield

**If oral argument is timely requested, it will be entertained on Tuesday, April 7, 2026, at 3:30 p.m. in Department 503.**

**Tentative Ruling:**

To sustain defendant Cushman & Wakefield's demurrer to the Fourth Cause of Action of the Complaint. (Code Civ. Proc. § 430.10, subd. (e).) Plaintiff is granted 15 days leave to file a First Amended Complaint. The time in which the Complaint may be amended will run from service of the order by the clerk.

**Explanation:**

Defendant Cushman & Wakefield ("defendant") demurs to the Fourth Cause of Action of the Complaint filed by plaintiff Eddie Honarchian ("plaintiff") on the grounds that the Complaint fails to state facts sufficient to support the cause of action for Conversion against defendant.

*Legal Standard for Demurrers*

On a demurrer, a court's function is limited to testing the legal sufficiency of the complaint. A demurrer is simply not the appropriate procedure for determining the truth of disputed facts. (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 113-114.) In determining a demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 883.) The demurrer does not admit mere contentions, deductions or conclusions of fact or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) On general demurrer, the court determines if the essential facts of any valid cause of action have been stated. (*Gruenberg v. Aetna Ins. Co.* (1973) 9 Cal.3d 566, 572; Code Civ. Proc. § 430.10 subd. (e).) A plaintiff is not required to plead evidentiary facts supporting the allegation of ultimate fact; the pleading is adequate if it apprises defendant of the factual basis for plaintiff's claim. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) Leave to amend should be granted if there is a reasonable possibility that plaintiff could state a cause of action. (*Blank v. Kirwan*, supra, 39 Cal.3d at 318.)

*Fourth Cause of Action — Conversion*

The Complaint alleges that all defendants, including moving defendant Cushman & Wakefield, wrongfully took and/or withheld from plaintiff's personal property located



