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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**04/16/2024** at 10:29:00 PM  
Clerk of the Superior Court  
By Andrea Naranjo, Deputy Clerk

Attorneys for Razuki Investments, LLC, and Salam Razuki

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO – CENTRAL

10 SAN DIEGO PATIENTS COOPERATIVE )  
11 CORPORATION, INC., et. al. )

Case No.: 37-2017-00020661-CU-CO-CTL

12 Plaintiffs, )

**MEMORANDUM IN SUPPORT OF  
MOTION FOR FEES AND COSTS**

13 vs. )

DATE: July 26, 2024

14 RAZUKI INVESTMENTS, LLC, et. al., )

TIME: 9:00 a.m.

DEPT: C-67

15 Defendants. )

JUDGE: Hon. Michael T. Smyth

16 )  
17 )  
18 )  
19 Defendants Razuki Investments, LLC and Salam Razuki submit their Memorandum In  
20 Support Of The Motion For Fees And Costs as follows:

21 ARGUMENT

22 A. An Award Of Fees Is Required

23 Plaintiffs spent 7 years in this case asserting that there was a lease contract which entitled  
24 Plaintiffs to attorneys' fees (the "Lease"). See, Jaffe Declaration at Exhibit A. At trial, in the  
25 face of clear testimony that demonstrated the Plaintiffs would lose their claims regarding the  
26 alleged lease, Plaintiffs dismissed the breach of lease claim.  
27

1 The Lease has an extremely broad attorneys' fees clause providing for attorneys' fees, "In  
2 any action or proceeding arising out of this agreement". It has been held that the use of the  
3 phrase "arising out of this agreement" in a contractual attorney fee provision supports an award  
4 of attorneys' fees to the prevailing party for defending the tort claims, despite the dismissal of  
5 the contract cause of action. *See, Santisas v. Goodin*, 17 Cal.4th 599, 608 (Cal. 1998).

6 Razuki Investments prevailed against all claims by San Diego Patients Cooperative  
7 Corporation, Inc. Salam Razuki was the prevailing party with regard to all claims against him in  
8 this action.

9 Defendants should be awarded their attorneys' fees.

10  
11 B. The Time Expended By Attorney Jaffe Was Reasonably Incurred

12 As set forth in the accompanying Jaffe Declaration, the fees requested are reasonable  
13 based on the time necessarily expended to defend against the claims by Plaintiffs. An itemized  
14 listing of the hours Jaffe spent on this case, is attached to the Jaffe Declaration as Exhibit B.

15 Defendants' counsel has already reduced the bill by not billing for all his time spent on  
16 this matter. "[V]erified time statements of the attorneys, as officers of the court, are entitled to  
17 credence in the absence of a clear indication the records are erroneous." *Horsford v. Board of*  
18 *Trustees of California State University* (2005) 132 Cal.App.4th 359, 396.

19  
20 C. The Hourly Rate Is Reasonable

21 Defendants' attorney charged an hourly fee of \$500 per hour in this matter. That is a  
22 reasonable hourly rate in the San Diego community for an attorney such as Douglas Jaffe who  
23 has 30 years of civil litigation experience, which includes extensive experience representing  
24 creditors in adversary proceedings. Jaffe's hourly rate at \$500 was accepted by the San Diego  
25 Superior Court as a reasonable hourly rate on February 1, 2019 in the case of *Jaime v. CarMax*,  
26 San Diego Superior Court Case No. 37-2015-00001014-CU-FR-CTL and on October 25, 2019 in

1 the case of *Mikki v. Lifemark Group, Inc.*, San Diego Superior Court Case No. 37-2018-  
2 00038794-CU-BC-CTL. *See*, Jaffe Declaration.

3 A moving party can prove the appropriate market rate to be used in calculating the  
4 lodestar through his/her own affidavits, without additional evidence. *Davis v. City of San Diego*,  
5 106 Cal.App.4<sup>th</sup> 893, 903 (2003).

6  
7 **D. There Should Be No Apportionment**

8 "Attorney fees need not be apportioned between distinct causes of action where plaintiffs  
9 various claims involve a common core of facts or are based on related legal theories." *Drouin v.*  
10 *Fleetwood Enterprises*, 163 Cal.App.3d 486, 493 (1985). Apportionment is not required when  
11 the issues in the claims are so inextricably intertwined that it would be impractical or impossible  
12 to separate the attorney's time into compensable and noncompensable units. *Bell v. Vista Unified*  
13 *School District*, 82 Cal.App.4th 672, 687 (2000); *Adballah v. United Savings Bank*, 43  
14 Cal.App.4th 1101, 1111 (1996).

15 Accordingly, "[w]hen liability issues are so intertwined that it would have been  
16 impossible to separate them into claims for which attorney fees are properly awarded and claims  
17 for which they are not, then allocation is not required." *Graciano v. Robinson Ford Sales* (2006)  
18 144 Cal.App.4th 140, 157 (quoting *Akins v. Enterprise Rent- A-Car Co. of San Francisco*, 79  
19 Cal.App.4th 1127, 1133 (2000)).

20  
21 **CONCLUSION**

22 Defendants request an award of attorneys' fees, and such other and further relief as the  
23 Court deems proper.

24  
25 Dated: April 16, 2024

LAW OFFICES OF DOUGLAS JAFFE

26 *Douglas Jaffe*  
27 \_\_\_\_\_  
Douglas Jaffe