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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

ANSHUL JAIN, Plaintiff and Appellant, v. RJT COMPUQUEST, INC., Defendant and Respondent.	B271935 (Los Angeles County Super. Ct. No. YC070342)

APPEAL from an order of the Superior Court of Los Angeles County, Ramona G. See, Judge. Affirmed.

Adams Nye Becht, Michael Sachs and Mythily Sivarajah, for Plaintiff and Appellant.

Chugh, Navneet S. Chugh and Mohammad N. Khan for Defendant and Respondent.

INTRODUCTION

Anshul Jain filed a complaint against this former employer, RJT Compuquest, Inc. (RJT), alleging that he was wrongfully terminated due to his mental disability, in violation of the Fair Employment and Housing Act (FEHA) (Gov. Code, § 129000 et seq.).[1] After settling his action for $75,000 following a one-day mediation, he filed a motion seeking over $620,000 in attorney fees and costs. The superior court found he was entitled to attorney fees and costs, but awarded a reduced amount. On appeal, he contends the trial court abused its discretion in reducing the requested hourly rates and reasonable time expended, and denying a positive fee enhancement. For the reasons set forth below, we affirm.

FACTUAL BACKGROUND & PROCEDURAL HISTORY

A. *Underlying Case*

On January 13, 2015, Jain filed a complaint for damages and injunctive relief against RJT. According to the complaint, Jain began working for RJT in January 2010, was let go in August 2010, and then rehired in September 2010. In September 2011, he began suffering from depression. On October 7, 2011, his doctor ordered him to remain off work until October 13, 2011. He provided RJT with a copy of the

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[1] All further statutory citations are to the Government Code, unless otherwise stated.

medical release for this period. Jain's doctor subsequently extended the disability period multiple times, until January 3, 2012. Jain provided RJT a copy of the disability certificates for this entire period.

On or about December 14, 2011, Jain's doctor extended the disability period to January 31, 2012. The complaint alleged Jain provided RJT a copy of the disability certificate for January 3 through January 31, 2012.[2] On January 19, 2012, RJT terminated Jain's employment. On January 27, Jain's doctor released him to return to full time work after January 31. Jain contacted RJT and requested a return to work, but was denied. In February 2012, Infobahn Softworld, Inc. (Infobahn) hired Jain. Later, Infobahn fired Jain, allegedly because of false or misleading information provided by RJT concerning Jain's employment with RJT and his visa status.

On March 23, 2015, RJT filed an answer, generally denying the allegations. The parties subsequently agreed to mediate the action. Following a one-day mediation, the parties settled, with RJT agreeing to pay $75,000, plus attorney fees and costs as determined by the superior court.

B. *Fee Request*

On February 3, 2016, Jain filed a motion for an order awarding statutory attorney fees and costs under section 12965, subdivision (b). The motion sought $581,520 for legal

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[2] As discussed *infra*, whether RJT received the final disability certificate was disputed.

work on the merits portion of the case, $39,110 for time spent on the fee motion (fees-on-fees), and $775 in expert costs. The figures were based on time incurred by David Becht at a billable rate of $600 per hour and by Michael Sachs at a billable rate of $500 per hour, plus a 1.6 enhancement multiplier on the merits portion to account for "contingent risk, delay in payment, case complexity, [and] public interest."

In the memorandum in support of the fee motion, the following case summary was provided. After the complaint was filed, on February 27, 2015, Jain made an initial settlement demand of $195,000, inclusive of fees and costs, but was willing to settle for $100,000. RJT did not respond to the offer. On September 14, 2015, Jain made a settlement demand of $125,000, plus fees and costs to be determined by the superior court. However, he was willing to settle for $60,000. Again, RJT did not respond to the offer. Finally, on November 24, 2015, the parties attended a mediation and settled the matter for $75,000, plus fees and costs to be determined by the court.[3]

With respect to discovery, the fee motion stated that the parties produced more than 3,000 pages of records, including medical and phone records. However, Jain's attorneys reviewed approximately 10,000 pages of

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[3] Of the $75,000 settlement amount, $25,000 was for lost wages and $50,000 for all nonwage damages, including emotional distress.

documents, including Jain's entire RJT email account, totaling 4,000 pages; "close to 1,000 pages of medical records; hundreds of pages of EEOC records; DLSE records; EDD records; phone records; payroll records; personal files and other associated records and documents." Jain's attorneys took the deposition of RJT's human resources (HR) manager and noticed the depositions of four other RJT managers. Finally, although no motions were filed in the case, two were prepared -- one for further responses to discovery and one to compel appearance at a deposition.

The fee motion asserted that the case was risky to handle on a contingency basis. It noted that the normal risks inherent in disability discrimination claims were "exacerbated because of the interplay between Mr. Jain's immigration status and related protections, the real possibility that significant portions of the evidence (including audio recordings) would be deemed inadmissible, and the damages risks. . . . The economic damages were highly contested and could be limited to $5,000 or eliminated all together (even with a finding of liability). Indeed, even under the most Plaintiff friendly scenario, the maximum wage loss was approximately $37,000."

The fee motion asserted that the number of hours spent was reasonable. It noted that the hours claimed were fully documented by detailed and contemporaneous time records. Moreover, counsel cut $19,050 of billed time and reduced claimed time by five percent in an "abundance of skepticism." Additionally, the motion represented that

"[w]hile other attorneys and paralegals performed work on this case, Plaintiff does not seek recovery for their time."

The fee motion noted that "[l]iability turned in large part on whether or not Mr. Jain submitted the disability certificate extending his leave through January 31. Thus, a significant amount of time was spent trying to prove this fact by: reviewing all possibly relevant documents; reviewing phone records; interviewing various potential witnesses; deposing RJT's HR director; scrutinizing medical records; and extensively questioning Mr. Jain about the sequence and evidence of various events." "[The] inquiry was complicated by the fact that Mr. Jain faxed [his final] disability certificate after emailing every previous certificate. It was further complicated because Mr. Jain did not have a home fax machine and he submitted the disability certificate via one of numerous possible vendors."

The fee motion also asserted that the hourly rates -- $600 for Becht and $500 for Sachs -- were reasonable and comparable to rates paid by fee-paying clients or judicially awarded for comparable work. The motion claimed Becht was awarded a rate of $425 per hour in 2004, paid $570 per hour in a 2010 settlement, and awarded $500 per hour in 2014; Sachs was paid a rate of $425 per hour in 2010 and 2011 in settlements, and was awarded $430 per hour in 2014.

Finally, the fee motion asserted that the 1.6 fee enhancement multiplier was justified based on the contingency risk, delay in payment, results achieved and

public policy served. The motion noted that the case was extremely risky for numerous reasons, due to lack of documentary proof whether Jain submitted the disability certificate, admissibility of the audio recordings, and the limited nature of Jain's wage loss. As to the latter, "Mr. Jain's doctors opined that he was disabled for the entire period of unemployment (meaning there was potentially no lost wages). But, even if Mr. Jain recovered damages, lost wages could be less than $5,000 because he found a replacement position within 26 days. Further, even under the scenario most beneficial to Mr. Jain, his *maximum* wage loss was approximately $37,000."

In sum, on the merits portion, it was claimed that Becht worked 117.4 hours on the matter, and Sachs 624.3 hours. Those hours were reduced five percent to 111.5 hours and 593.1 hours respectively. On the fee motion, it was claimed that Becht worked 6.6 hours and Sachs 70.3 hours, with no reduction applied.

In attorney Sachs's supporting declaration, he provided further details about the hourly rates and the work performed on the case. Sachs stated that the requested rates are based on the respective attorney's 2014 and 2015 billable rates. With respect to the work performed, Sachs stated that Jain first approached Adams Nye Becht LLP in April 2014. Sachs did not contact his partners and recommend that the firm accept the case until October 2014, after more than 170 hours of work had been performed evaluating the case. The submitted time records show both

Becht and Sachs billed for this work, including Sachs billing 0.1 hour for calling Jain on October 22 to inform him the firm was accepting the case.

Sachs stated that he reviewed approximately 10,000 total pages of documents, including more than 4,000 pages of potentially relevant emails and close to 1,000 pages of medical records. Of these documents, 2,914 pages were produced in response to discovery requests. Because a major issue in the case was whether Jain had submitted the final disability certificate extending his leave through January 31, his attorneys "explored every avenue in an attempt to provide the submission of this note," including examining "all of Mr. Jain's emails from his employment with RJT"; subpoenaing records from Verizon, RJT's telephone provider; speaking with "representatives from Verizon about other possible ways to find records of incoming calls to RJT's fax numbers"; "[c]ontact[ing] fax/copy shops around the Bay Area that Mr. Jain might have used to send the fax to RJT to determine if they kept records from that period of time and/or how such records could be located," and "[c]ontact[ing] corporate offices for the copy shops to determine if it could retrieve records of outgoing faxes to RJT's fax number."

Sachs further stated that RJT's conduct necessitated additional work. When RJT noticed Jain's deposition for July 13, Sachs scheduled three separate in-person meetings to prepare Jain for the deposition. RJT then unilaterally cancelled the deposition on July 6, and re-noticed it for August 27. Sachs again had to prepare Jain for his

deposition, only to have RJT take the deposition off calendar because new counsel was substituting in for RJT.[4] In addition, RJT's change in counsel (from Lewis Brisbois to Chugh LLP) resulted in Sachs's having to spend additional time educating new counsel on the case status and outstanding discovery issues. Because Chugh LLP previously represented Jain, additional work was required to research potential conflicts. Finally, after mediation, disagreements between the parties about the settlement language required the parties to exchange approximately 28 different drafts.[5]

The fee motion attached numerous attorney declarations stating that the requested hourly rates and 1.6 fee enhancement multiplier were reasonable and comparable to similar attorneys performing similar work.[6]

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[4] Billing records show time entries totaling 3.3 hours for this latter deposition preparation.

[5] Billing records show time entries for postmediation work on the settlement agreement, including discussions between Becht and Sachs and their communications with the client and opposing counsel, totaled 5 hours for Becht and 19.1 hours for Sachs.

[6] The fee motions attached declarations from eight attorneys located throughout California, including in San Francisco, Oakland, Berkeley, Beverly Hills and Newport Beach.

RJT opposed the fee motion on several grounds, and requested that the court deny the fees altogether, or reduce the fees to $25,000. RJT argued the hourly rates were not reasonable because they were in excess of a rate required to attract competent counsel to take the case. It argued the hours billed were unreasonable and should be significantly reduced, highlighting several examples of what it asserted were excessive billings. According to RJT, billing over 105 hours to respond to RJT's initial discovery requests was excessive, "given the mostly irrelevant documents provided to Defendant, alongside the basic discovery requests propounded." Similarly, it was excessive to bill over 24 hours for reviewing eight short audio recordings, and to bill 22 hours to review Jain's mostly irrelevant emails. RJT further argued that the requested fees should be reduced as the billing records showed partners doing clerical work, and the records contained block-billing and double-billing entries. RJT objected to the over 170 hours billed for reviewing and assessing the case before Jain signed a retainer agreement, arguing that such hours were not compensable as any such work was "focused on risk assessment for counsel's firm and not on advancing Plaintiff's case." RJT also opposed the 1.6 fee enhancement request. It argued that the matter was not complex, the representation was not noteworthy or exceptional, and the results obtained were not extraordinary or impressive. It further argued that public policy would not be advanced by "flagrantly disproportionate fee awards."

Jain filed a reply, arguing that the hourly rates were not contested and the time expended was reasonable. Jain contended that time spent prior to the execution of a retainer agreement is recoverable. With respect to spending 105 hours on discovery, Jain asserted this time was reasonable to ensure "completeness," noting, "Plaintiff provided 104 pages of written responses and produced 2,914 pages of documents." With respect to the time spent on the audio tapes, Jain asserted that such time included translating portions of the recordings from Hindi and researching their admissibility. As to the time spent on e-mails respondent asserted were not relevant, Jain stated that documents not initially relevant may become so later. As to alleged "clerical work," Jain argued that contacting potential witnesses, such as Verizon employees, and reviewing documents, such as phone records, are "typically (and rightfully) undertaken by attorneys." Jain disputed that he submitted block-billing entries, and also disputed that there was double billing. He noted that two attorneys were assigned to the case and certain issues -- such as the three instances identified by RJT -- required both attorneys to review the same evidence.

C. *Trial Court's Ruling*

The trial court issued a tentative ruling before the matter was heard on February 29, 2016.[7] At the hearing,

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[7] Although a copy of the tentative ruling is not in the record, the parties do not suggest the final order was materially different.

Sachs argued that the evidence about comparable hourly rates was "uncontested," that the case was document intensive because "defendant dragged its feet or obstructed our ability to go forward with parts of discovery," and that preretainer work was compensable because "it's the same work that would have been performed post-retainer." RJT's counsel argued that the case was "trivial" and there was "nothing unusual about [the] case." Noting that RJT was a small business based in Torrance, counsel asked "why does a Torrance matter have to be subjected to San Francisco rates?" Counsel also cited *Chavez v. City of Los Angeles* (2010) 47 Cal.4th 970 (*Chavez*) as a case where "[t]he trial court awarded zero in attorney's fees because the plaintiff's attorney filed a motion for $871,000 when the settlement was for $11,000. The Supreme Court ruled in favor of the trial court and [said] zero fees was fine because the trial court has . . . discretion to award zero fees, and that's the kind of message I think this court should send. Leave the small businesses alone." Alternatively, counsel argued that an attorney fee award of $25,000 was "fair because that makes a total damage to my client [*sic*] of $100,000, and the plaintiff's fees of 25 percent [of the $100,000] without a trial, without law [and] motion, without a trial preparation is more than fair."

In response, Sachs argued that "[w]hat counsel is asking for is saying that people that have low damages have no rights." He noted that the Supreme Court rejected the "rule of proportionality, which seems [what] counsel is

hinting at." Rather, the Supreme Court held that the "'[r]ule of proportionality would make it difficult, if not impossible, for individuals with meritorious civil rights claims but relatively small potential damages to obtain redress from the courts.'" The court then commented: "I don't think the Legislat[ure] ever anticipated that with a maximum wage loss of $37,000 that counsel would come in and ask for basically $637,000 in fees, because that's what I'm presented with. It's a little on the outrageous side under any standard."[8]

On March 1, 2016, the trial court issued its written order. After finding that Jain was the prevailing party and entitled to an award of attorney fees, the court correctly noted that "[i]n determining the fee award, the trial court must first determine a 'lodestar' or 'touchstone' figure, which is the product of the number of hours worked by the attorneys and a reasonable fee per hour. The trial court then has the discretion to increase or reduce the lodestar figure by applying a positive or negative multiplier based on a variety of factors." The court found the fees requested were "excessive and unreasonable." It reduced the requested hourly rate for Becht from $600 to $500, and for Sachs from $500 to $400. The court also found the "time expended was

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[8] Although the fee motion states the total fee requested as $620,630, on appeal, appellant seeks "his full requested award of $637,740." The larger amount reflects the fees incurred for additional work after the filing of the fee motion.

exorbitant." Noting that Becht was seeking fees for 111.5 hours of work and that Sachs was seeking fees for 593.1, plus an "additional $56,220 sought simply for preparing this motion," the court found that "[b]ased upon the documentation provided, the Court finds the reasonable time expended is 29 hours for David J. Becht and 156 hours for Michael Sachs."

The court denied the request for a 1.6 fee multiplier. It found "there was a certain contingent risk presented here, but no exceptional skill involved. Further, 'the trial court need not consider a multiplier when presented with an inflated, unreasonable fee request.' [Citation.] This is precisely the scenario here. The Court finds the result obtained was clearly not extraordinary. The action was not unusually complex. Finally, the Court was presented with an unreasonable fee request."

The court awarded $76,900 in attorney fees and $775 in expert costs. Jain timely appealed from the fee award order.

DISCUSSION

Section 12965, subdivision (b) provides that the trial court, "in its discretion, may award to the prevailing party . . . reasonable attorney's fees and costs . . . ." "In FEHA actions, attorney fee awards, which make it easier for plaintiffs of limited means to pursue meritorious claims [citation], 'are intended to provide "fair compensation to the attorneys involved in the litigation at hand and encourage[]

litigation of claims that in the public interest merit litigation.'" [Citation.]" (*Chavez*, *supra,* 47 Cal.4th at p. 984.) "The determination for fees under section 12965 must be based upon a proper utilization of the lodestar method. [Citations.] In California, the lodestar method requires the trial court to first determine a touchstone or lodestar figure based on a careful compilation of the time spent and reasonable hourly compensation for each attorney. [Citations.] The trial court may then augment or diminish the touchstone figure by taking various relevant factors into account. [Citations.]" (*Vo v. Las Virgenes Municipal Water Dist*. (2000) 79 Cal.App.4th 440, 445-446 (*Vo*).) "Under the lodestar method, a party who qualifies for a fee should recover for all hours reasonably spent unless special circumstances would render an award unjust." (*Id*. at p. 446, citing *Serrano v. Unruh* (1982) 32 Cal.3d 621, 632-633.) "A fee request that appears unreasonably inflated is a special circumstance permitting the trial court to reduce the award or deny one altogether." (*Serrano v. Unruh*, *supra*, at p. 635; accord, *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1137 (*Ketchum*).) "When using the lodestar method to calculate attorney fees under the FEHA, the ultimate goal is 'to determine a "reasonable" attorney fee, and not to encourage unnecessary litigation of claims that serve no public purpose either because they have no broad public impact or because they are factually or legally weak.'" (*Chavez, supra*, 47 Cal.4th at p. 985, quoting *Weeks v. Baker & McKenzie* (1998) 63 Cal.App.4th 1128, 1173.) "An

attorney fee award under this section is reviewed for abuse of discretion." (*Vo*, *supra*, at p. 445.)

Here, Jain requested $620,630 for 781.5 attorney hours expended that resulted in a $75,000 settlement of FEHA claims arising out of Jain's termination. The trial court determined that the fee request was "excessive and unreasonable." If supported by substantial evidence, "[t]his fact alone was sufficient, in the trial court's discretion, to justify denying attorney fees altogether." (*Chavez*, *supra*, 47 Cal.4th at p. 991 [finding that "trial court reasonably could and presumably did conclude that plaintiff's attorney fee request in the amount of $870,935.50 for 1,851.43 attorney hours was grossly inflated when considered in light of the single claim on which plaintiff succeeded, the amount of damages awarded on that claim, and the amount of time an attorney might reasonably expect to spend in litigating such a claim"].) However, instead of denying fees altogether, the trial court exercised its discretion to award a reduced amount.

The trial court reduced the requested hourly rates for Becht and Sachs, from $600 and $500 respectively, to $500 and $400. We find no abuse of discretion in the reduction of the hourly rates. The trial judge, with nearly two decades of judicial experience, was "the best judge of the value of professional services rendered in [her] court." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Moreover, the hourly rates awarded here were comparable to the hourly rates awarded to Becht and Sachs in 2014. As

stated in Sachs's declaration, Becht was awarded a $500 hourly rate in a 2014 fee award, and Sachs was awarded a $430 rate in a 2014 fee award. In addition, billing records show Sachs performing work usually assigned to less experienced attorneys or even paralegals, such as contacting Verizon employees and calling various copy shops. Finally, the awarded hourly rates would not detract from the purpose of fee awards under section 12965, as they would not discourage attorneys from litigating meritorious FEHA claims.

Citing *Graciano v. Robinson Ford Sales, Inc.* (2006) 144 Cal.App.4th 140 (*Graciano*), Jain contends that the trial court was compelled to accept the requested hourly rates, which were supported by numerous attorney declarations. *Graciano* is distinguishable. There, the appellate court found the trial court abused its discretion when it reduced the hourly rates of three attorneys from the requested rates of up to $350, to a flat rate of $250, based on "an unrelated local court rule capping expert witness hourly fees." (*Id.* at p. 155.) The trial court here did not reduce the hourly rates based on such a rule, or on rates applicable to nonattorneys.[9]

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[9] Likewise, *The Utility Reform Network v. Public Utilities Com.* (2008) 166 Cal.App.4th 522, does not assist appellant. There, the appellate court found "the PUC abused its discretion and failed to act in a manner consistent with [Public Utilities Code,] section 1806's directive when it compensated TURN's outside counsel at the same rate it

The trial court found the "time expended was exorbitant," and reduced the hours requested, from 118.1 hours for Becht and 663.4 hours for Sachs to 29 hours for Becht and 156 hours for Sachs. Again, we find no abuse of discretion. As an initial matter, we note that the trial court need not provide a "'reasoned explanation'" for its denials of specify time entries. (*Ketchum*, *supra*, 24 Cal.4th at p. 1140.) Rather, in response to overbilling, a trial court may broadly reduce a fee award. (See *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1329 ["counsel may not submit a plethora of noncompensable, vague, block-billed attorney time entries and expect particularized, individual deletions as the only consequence"].) Here, the court found that "[b]ased upon the documentation provided," the fee request was excessive and the time expended was exorbitant. That conclusion is amply supported. First, Jain sought compensation for time expended by Becht and Sachs (approximately 170 hours over six months) before Jain signed a retainer agreement with Adams Nye Becht LLP. We are unaware of any authority that would entitle Jain to a fee award for such time expenditures, as neither Becht nor Sachs was Jain's attorney during the relevant time period.[10]

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compensated TURN's in-house counsel." (*Id.* at p. 537.) Nothing similar occurred in the instant case.

[10] *Stokus v. Marsh* (1990) 217 Cal.App.3d 647, on which Jain relies, is inapposite. There, the plaintiff filed three

Second, under the totality of the circumstances in the instant case, we find no fault in the trial court's determination that the total time expended was excessive. As noted, only one deposition was taken, no motion was filed by either party, and the case was resolved in a one-day mediation without trial. Additionally, the case involved the allegedly wrongful termination of a single plaintiff from a small business who found new employment within a month. As Jain's counsel concedes, the key issue was whether Jain

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unlawful detainer actions: the first in August 1986, which was successfully quashed for improper service; the second on March 9, 1987, which was dismissed without prejudice; and the third on May 29, 1987, which resulted in a jury verdict in plaintiff's favor. (*Id.* at pp. 650-651.) Pursuant to a contractual provision in the lease, the trial court awarded $75,000 in attorney fees, including fees incurred after December 1, 1986 and prior to the filing of the May 29, 1987 complaint. Plaintiff argued that the "work done in the prior actions, including issue evaluation, discovery, trial preparation, preparation of jury instructions and trial memorandum, were essential to achieve the victory resulting from the extensive jury trial held in September 1987 on the third complaint." (*Id.* at p. 654.) The appellate court affirmed, finding that the "fees were reasonably and necessarily incurred at that time by the prevailing party." (*Id.* at p. 655.) The fees incurred before the filing of the May 1987 complaint were compensable because the plaintiff had already retained his attorney(s). In contrast, Jain is seeking compensation for "attorney fees" incurred before he retained his attorneys.

faxed to RJT a copy of the final disability certificate. In light of those facts, the amount expended on discovery -- more than 238 hours -- was excessive.[11] Finally, the time expended on the fee motion -- 6.6 hours for Becht and 70.3 hours for Sachs -- was excessive in light of the ordinary nature of the motion.[12]

We further conclude the trial court did not abuse its discretion in denying the requested 1.6 fee enhancement, and instead awarding no multiplier. "[T]he lodestar is the basic fee for comparable legal services in the community; it may be adjusted by the court 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, [and] (4) the

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[11] In his appellate brief, Jain asserts his attorneys spent 238.4 hours reviewing documents.

[12] During oral argument, Jain's counsel suggested that the trial court abused its discretion in reducing the amount of hours billed by about two-thirds because RJT challenged only approximately one-third of the hours billed. However, in opposing the fee motion, RJT asked the trial court to deny fees altogether. Moreover, the highlighting of certain billings was not an admission that the other billings were reasonable. Thus, the trial court was not limited to reducing the specific billings RJT highlighted. Indeed, determination of the amount of reasonable attorney fees usually requires the trial court to review all relevant time records.

contingent nature of the fee award." (*Ketchum*, *supra*, 24 Cal.4th at p. 1132.) "[A] trial court should award a multiplier for exceptional representation only when the quality of representation far exceeds the quality of representation that would have been provided by an attorney of comparable skill and experience billing at the hourly rate used in the lodestar calculation." (*Id.* at p. 1139.) "[T]he trial court need not consider a multiplier when presented with an inflated, unreasonable fee request." (*Christian Research Institute v. Alnor*, *supra*, 165 Cal.App.4th at p. 1329.) Indeed, "[e]ven where a party prevails on a single cause of action for which he or she is entitled to attorney fees, if the court determines the attorney's work on that claim is duplicative or excessive, the court has broad discretion to apply a *negative* multiplier to the lodestar amount." (*Graciano*, *supra*, 144 Cal.App.4th at p. 161, italics added.)

Here, the trial court found that certain contingent risk was present, but no exceptional skill was involved. It further found that "the result obtained was clearly not extraordinary," "[t]he action was not unusually complex," and "the Court was presented with an unreasonable fee request." These findings were amply supported by the record, and the trial court was under no obligation to apply a positive multiplier.

Jain devotes much briefing to the trial court's comment during the hearing on the fee motion that it was a "'little'" "'outrageous'" "'under any standard'" that Jain would seek

more than $637,000 in fees on a claim with a maximum wage loss of $37,000. He argues that the trial court improperly reduced the requested fee award based on Jain's potential wage loss. We disagree. As shown above, the trial court did not award fees in proportion to the potential wage loss or the $75,000 settlement, despite RJT's request to award $25,000 or one-third of the settlement amount. Rather, after finding the fee request "excessive and unreasonable" and the time expended "exorbitant," it determined a lodestar figure and denied a positive multiplier. We note that the court issued its tentative ruling before the hearing, and Jain does not suggest the final ruling differed from it in any material way. Moreover, a trial court *may* consider the amount recovered when determining the fee award. (See *Harman v. City and County of San Francisco* (2007) 158 Cal.App.4th 407, 420 (*Harman*) [""amount of damages a plaintiff recovers is certainly relevant to the amount of attorney's fees to be awarded""].) For example, "[a]lthough attorney fees need not be strictly proportionate to the damages recovered [citation], '[w]hen a plaintiff recovers only nominal damages because of his failure to prove an essential element of his claim for monetary relief [citation], the only reasonable fee is usually no fee at all.' [Citation]." (*Chavez*, *supra*, 47 Cal.4th at p. 989.) In short, we conclude that the trial court did not determine the appropriate amount of the fee award based on an improper legal standard.

Jain also contends his fee request is not excessive, noting cases where fee awards in multiples of the amount recovered have been awarded. (See, e.g., *Vo*, *supra*, 79 Cal.App.4th at p. 442 [jury awarded $40,000; appellate court affirmed $470,00 fee award]; *Harman*, *supra*, 158 Cal.App.4th at pp. 413-414 [jury awarded $30,300; appellate court affirmed $1,113,905.40 fee award]; see also *Beaty v. BET Holdings, Inc.* (9th Cir. 2000) 222 F.3d 607, 609-610 (*Beaty*) [jury awarded plaintiff $30,000; attorney sought $753,040 in fees; trial court awarded $376,520; appellate court noted that the award was likely affirmable, but remanded for reconsideration based on new case law].) Notably, the fees awarded in those cases included those incurred for substantial trial preparation and actual trials: *Vo* involved a three-week trial (*Vo*, *supra*, at p. 447), and *Harman* involved "protracted and hard-fought litigation" "over seven years," concluding in a trial (*Harman*, *supra*, at p. 415). No similar circumstances are present here.

Jain also contends the trial court abused its discretion in not awarding fees-on-fees. However, the order awarding fees did not expressly deny fees-on-fees, and it may be reasonably interpreted to include such fees. Again, we note that the trial court may, at its discretion, deny fees altogether based on an unreasonably inflated fee request. In short, the trial court did not abuse its discretion in awarding Jain $76,900 in attorney fees and $775 in expert costs.

Respondent contends this court should sanction Jain for filing the instant appeal, arguing that it is meritless and

frivolous. Although we find Jain's arguments unpersuasive, we decline to award sanctions.

DISPOSITION

The order is affirmed. Respondent is awarded its costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS.

MANELLA, J.

We concur:

EPSTEIN, P. J.

COLLINS, J.