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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

THE IRVINE COMPANY,

Plaintiff and Appellant,

v.

JEFFREY B. COYNE,

Defendant and Respondent.

G048584

(Super. Ct. No. 30-2011-00532320)

O P I N I O N

Appeal from a postjudgment order of the Superior Court of Orange County,
James Di Cesare, Judge. Affirmed.

Bewley, Lassleben & Miller, and Ernie Zachary Park for Plaintiff and
Appellant.

Outwater & Pinckes, and Randi E. Pinckes for Defendant and Respondent.

* * *

In a companion appeal, case No. G048234, we affirmed the March 18, 2013 judgment entered after the trial court granted summary judgment in Jeffrey Coyne's favor in The Irvine Company, LLC's (Irvine) action against Coyne for breach of guaranty and breach of the implied covenant of good faith and fair dealing.

Subsequent to the March 18, 2013 judgment, on March 25, 2013, Coyne filed a memorandum of costs and a motion for attorney fees under Civil Code section 1717. On May 17, 2013, the court, finding that Coyne was the prevailing party entitled to attorney fees under a contract between the parties, ordered Irvine to pay Coyne \$67,100 in attorney fees and costs.

In the current appeal, Irvine requests this court to reverse the order requiring it to reimburse Coyne for his attorney fees and costs, *if* this court (in the companion appeal) reversed the underlying judgment. Because we affirmed the underlying judgment in the companion appeal, we affirm the court's order concerning attorney fees and costs.

DISPOSITION

The postjudgment order is affirmed. Coyne shall recover his costs on appeal.

IKOLA, J.

WE CONCUR:

BEDSWORTH, ACTING P. J.

ARONSON, J.