Case No. S226652

IN THE
SUPREME COURT OF
THE STATE OF CALIFORNIA

Disputesuite.com, LLC.,

Plaintiff and Respondent,

v.

Scoreinc.com et al.,

Defendants and Appellants.

After a Decision of the Court of Appeal
Second Appellate District, Division Two
Case No. B248692
Los Angeles County Superior Court, Case No. BC489083
Honorable James Chalfant

ANSWER TO PETITION FOR REVIEW

James J. Little, (SBN 123373)
J.J. LITTLE & ASSOCIATES, P.C.
Fisherman's Village
13763 Fiji Way, Suite EU-4
Marina del Rey, California 90292
Telephone: (310) 622-9527 Facsimile: (310) 477 9527
Attorneys for Plaintiff/Respondent
Disputesuite.com, LLC.

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Disputesuite.com, LLC.

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ANSWER TO PETITION FOR REVIEW

I. INTRODUCTION AND STATEMENT OF ISSUES

The central question posed by Defendants and Petitioner Scoreinc.com, Joel S. Pate, and Joshua Carmona ("Score") is "Whether contractual attorneys' fees may be denied to a successful party who defeats a California lawsuit based on the mere fact that litigation may proceed in a different jurisdiction." (Petition, at 1.) This question has already been answered affirmatively by countless California courts for over 30 years. Indeed, contrary to Score's argument, there are not "two conflicting views as to whether a party may obtain contractual attorneys' fees in the absence of a final determination of the merits of the case." (Petition, at 1.) Rather, the plain language of Civil Code section 1717[1] and an overwhelming number of cases correctly interpreting that statute require a final determination of the merits of a case before a court may award contractual attorneys' fees to the prevailing party.

The Court of Appeal in this case simply applied section 1717 and decades-long precedent to the facts of the case and correctly determined that merely successfully arguing that a forum selection clause required a transfer of the case to Florida did not render Score "the prevailing party" in the action as a whole. This ruling is consistent with scores of other California cases that hold that an interim procedural victory does not render a party "the prevailing party" under section 1717; that determination must await the final outcome of the contract claims in the case. The fact that there are two distinguishable and outlying cases which depart from this long-standing rule does not warrant a grant of review by this Court.

II. STATEMENT OF THE FACTS

For purposes of this answer to the petition for review only, Plaintiff and Respondent DisputeSuite.com, LLC ("DisputeSuite") accepts the Court of

[1] All references are to the California Civil Code unless otherwise stated.

Appeal's recitation of the facts and procedural background of this case. (Cal. Rule of Ct. 8.500(c)(2).)

To the extent the petition, however, suggests that the only connection the case had with California was that DisputeSuite's counsel practices here (petition, at 4), this statement should be disregarded as unsupported by the record. (*Smith v. State Bar* (1985) 38 Cal.3d 525, 541.) To wit, the record demonstrates that there was a mandatory California forum selection clause in the End User Agreement, and that Score had also orally agreed to DisputeSuite's CEO to be bound to the California forum selection clause. (3 AA 609-610).

III. THERE ARE NO GROUNDS FOR REVIEW

A. Section 1717 and Decades of Case Law Already Provide Clear and Consistent Rules in this Area.

Score contends that review is necessary because "[t]here are two conflicting views as to whether a party may obtain contractual attorneys' fees in the absence of a final determination of the merits of the case." (Petition, at 1.) This is not so. Section 1717 and decades of California case law, including from this Court and federal courts applying California law, have consistently provided that a party cannot obtain contractual attorneys' fees until after a final determination on the merits of the contract claims in the case. In other words, there is clear and consistent precedent establishing that only after a final resolution of all contract claims in the action can a court determine a prevailing party for purposes of awarding attorneys' fees pursuant to section 1717.

First, this rule is set forth in the plain language of section 1717, which states in part,

> In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs."

(Civ. Code § 1717(a) [emphasis added].) Further,

> The court, upon notice and motion by a party, shall determine who is the party prevailing on the contract for purposes of this section, whether or not the suit proceeds to final judgment. Except as provided in paragraph (2), the party prevailing on the contract shall be the party who recovered a greater relief in the action on the contract. The court may also determine that there is no party prevailing on the contract for purposes of this section.

(Civ. Code § 1717(b)(1) [emphasis added].)

For over 30 years, courts have consistently held, based on this statutory language, that a prevailing party determination cannot be made based on an interim procedural victory, but must await a final outcome on the merits of the action. The Court of Appeal simply followed this statutory language and precedent in holding that Score could not be awarded attorneys' fees for succeeding in changing the forum when the parties' contract claims are still pending, yet to be resolved, in a Florida court.

1. For Decades, California State Courts Have Consistently Applied Section 1717.

The Court of Appeal's decision in this case is neither an outlier nor a trail-blazer. Rather, the Court followed clear precedent from previous decisions in this state over the past three decades. For instance, in *Presley of Southern California v. Whelan* (1983) 146 Cal.App.3d 959 [196 Cal.Rptr. 1, 3], the appellate court vacated a grant of summary judgment and remanded the case to the trial court for further proceedings. (*Id.* at 1.) Appellant sought attorneys' fees for its appellate victory, pursuant to section 1717, arguing it was the prevailing party. The court disagreed. It held that the "winner in the action . . . is yet to be determined. The reversal of the summary judgment is *merely an interim stage of the litigation. . . .*" (*Id.* at 2 [emphasis added].) The court continued:

> The problem with allowing a plaintiff who has succeeded in having a summary judgment against him reversed, but who ultimately loses the case, to collect the fees he incurred on the appeal is the focus on

> procedural victories during the course of trial rather than on the final disposition of the substantive issues.

(*Id.* at 3.)

Accordingly, as far back as 32 years ago, section 1717 was interpreted as disallowing a grant of contractual attorneys' fees for a mere interim procedural victory—like a change in forum. In 1995, this Court, in *Hsu v. Abbara* (1995) 9 Cal.4th 863, validated that interpretation, holding that the meaning of section 1717 is clear—only after a final resolution of the contract claims in an action can a court determine whether a party is a prevailing party for purposes of awarding contractual attorney fees. Specifically, this Court stated:

> Accordingly, we hold that in deciding whether there is a "party prevailing on the contract," the trial court is to compare the relief awarded on the contract claim or claims with the parties' demands on those same claims and their litigation objectives as disclosed by the pleadings, trial briefs, opening statements, and similar sources. The prevailing party determination is to be made only upon final resolution of the contract claims and only by "a comparison of the extent to which each party ha[s] succeeded and failed to succeed in its contentions." [Citation.]

(*Id.* at 876 [emphasis added].)

More recent cases are in accord. In *Estate of Drummond* (2007) 149 Cal.App.4th 46, an attorney filed a petition in probate court against his former clients seeking to recover fees. (*Id.* at 49.) The clients, however, had already filed a suit against the attorney in civil court. (*Id.*) The trial court ruled that the attorney's claim against the clients should have been made as a compulsory cross-claim in the clients' civil case, and the probate case was dismissed. (*Id.*) When the attorney re-filed his claim as a cross-complaint in the clients' civil court action, the clients moved to collect attorneys' fees on the grounds that they were the prevailing party pursuant to section 1717. (*Id.*) The trial court denied the motion for fees, and the clients appealed. (*Id.* at 50.)

The appellate court held that the trial court had not abused its discretion in denying fees. (*Id.* at 54.) Relying on *Hsu,* the court stated that "the prevailing

party determination must await the 'final resolution of the contract claims'" and, therefore, "[i]t "necessarily follows that no fee award can be made before such a 'final resolution.'" (*Id.* at 51 [*quoting Hsu, supra,* 9 Cal.4th at 876].) The court further explained that "'prevailing *on the contract*,' [] implies a strategic victory at the end of the day, not a tactical victory in a preliminary engagement." (*Id.* at 51.) A party does not prevail when they "have at no time won a victory 'on the contract'" but instead "only succeeded at moving a determination on the merits from one forum to another." (*Id.* at 52-53.)

Indeed, to hold otherwise, as Score urges, would be contrary to the plain language of section 1717, which makes clear that there can only be one prevailing party—"*the* prevailing party"—on a contract. (Civ. Code § 1717(b)(1) [emphasis added].) Indeed, in *Frog Creek Partners, LLC v. Vance Brown, Inc.* (2012) 206 Cal.App.4th 515, the Court of Appeal again confirmed that the clause "the party prevailing on the contract" reflects the Legislature's intent that "in any given lawsuit there can only be one prevailing party on a single contract for the purposes of an entitlement to attorneys fees." (*Id.* at 531.) Thus, the term "action on a contract" within the meaning of section 1717 "refers to the contract claims in the lawsuit as a whole." (*Id.* at 539.) Thus, in *Frog Creek Partners*, although defendant successfully enforced an arbitration clause in the contract, defendant was not entitled to attorneys' fees under section 1717 because it did not prevail on the merits of the contract claims overall in the action. (*Id.* at 546.)

Roberts v. Packard, Packard & Johnson (2013) 217 Cal.App.4th 822 is also in accord. In *Roberts*, plaintiffs filed an action against their former attorneys for breach of fiduciary duty, conversion, and declaratory relief. (*Id.* at 826.) The attorneys filed a successful petition to compel arbitration based on an arbitration provision in the parties' contingency fee agreement. (*Id.* at 827.) Like Score does here, the attorneys argued that they were entitled to attorneys' fees because they prevailed on a contractual provision—the arbitration clause. (*Id.* at 829.) Relying on the plain language of section 1717, which allows for attorneys' fees to the

prevailing party "in any *action* on a contract," the appellate court rejected the attorneys' argument. (Civ. Code § 1717(a) [emphasis added].) The Court explained, "The common understanding of an action to enforce is that it is a proceeding initiated by the filing of a claim. Thus, an action not only encompasses the complaint but refers to *the entire judicial proceeding* . . . and is generally considered synonymous with suit. [Citation.]" (*Roberts, supra,* 217 Cal.App.4th at 832 [internal quotations omitted].) Further, "[p]rocedural steps taken during pending litigation are not an 'action' within the meaning of section 1717." (*Id.*) Thus, the *Roberts* court concluded that the attorneys' petition to enforce the contractual arbitration provision "did not commence an 'independent lawsuit' or constitute a 'distinct action'; it was part of the underlying proceeding." (*Id.* at 834.) Because "[o]nly *one* side—plaintiffs *or* their former attorneys—can prevail in enforcing the contingency fee agreement . . . the determination of the prevailing parties must await the resolution of plaintiffs' causes of action by an arbitrator." (*Id.* at 843.)

Accordingly, clear and consistent rules already exist in this area, contrary to Score's contention. (Petition, at 2.) These rules unambiguously provide that a party cannot obtain contractual attorneys' fees in the absence of a final determination of the merits of the case.

2. Federal Courts Have Consistently Applied Section 1717.

Federal courts applying California law have also consistently applied section 1717 in the same manner. Federal courts "appear uniform in denying fees under Section 1717 where a non-merits decision results in dismissal of the contract claim." (*Vistan Corp. v. Fadei, USA, Inc.* (N.D. Cal., Apr. 2, 2013) 2013 WL 1345023, at *3.)[2] In other words, like the decades of California state case law

[2] Indeed, DisputeSuite did not find a single federal decision to the contrary, and Score does not cite to any contrary federal decisions. "Decisions of the federal courts interpreting California law, although not binding, . . . are persuasive." (*Finley v. Superior Court* (2000) 80 Cal.App.4th 1152, 1160.)

discussed above, federal courts consistently interpret section 1717 as disallowing contractual attorneys' fees to a party who merely obtains a procedural interim victory, as opposed to a victory on the merits of the contract claims in the action as a whole.

For instance, in *Laurel Village Bakery, LLC v. Global Payments Direct, Inc.* (N.D. Cal., Dec. 14, 2007) 2007 WL 4410396, in a case that mirrors this one, defendants secured a dismissal of the case after enforcing a forum selection clause in the contract. (*Id.* at *1.) Defendants then sought contractual attorneys' fees under section 1717, which the magistrate denied. (*Id.*) On appeal to the district court, the court upheld the magistrate's order, finding that defendants were not the "prevailing party" within the meaning of section 1717 "because no decision has been reached on the merits of Plaintiff's contract claims." (*Id.* at *4.)

Similarly, in *Idea Place Corp. v. Fried* (N.D. Cal. 2005) 390 F.Supp.2d 903, the court denied contractual attorneys' fees to the party who had secured a dismissal for lack of subject matter jurisdiction because that interim victory meant plaintiff could still pursue its contract claims in state court. (*Id.* at 905.) Thus, the court concluded, "it remains to be seen which entity is the 'prevailing party' on Plaintiff's contract action." (*Id.*)

The federal case law is overwhelmingly uniform on this matter. (*See, e.g., Russell City Energy Co., LLC v. City of Hayward* (N.D. Cal., Feb. 17, 2015) 2015 WL 983858, at *4 [denying contractual attorneys' fees to party who won dismissal of claims for lack of subject matter jurisdiction, when breach of contract claims were still pending in state court, because there had not yet been a final resolution of the contract claim's merits]; *Vistan Corp., supra,* 2013 WL 1345023, at *4 [denying contractual attorneys' fees after case was dismissed for lack of federal jurisdiction because there was no determination of the contract claim's merits]; *HSBC Bank USA v. DJR Properties, Inc.* (E.D. Cal., Apr. 13, 2011) 2011 WL

1404899, *2 [denying contractual attorneys' fees after case was dismissed for lack of subject matter jurisdiction because there was no determination of the contract claim's merits]; *Advance Fin. Res., Inc. v. Cottage Health Sys., Inc.* (D. Or., Sep.1, 2009) 2009 WL 2871139, at *2 [denying attorneys' fees under section 1717 after case was dismissed on jurisdictional grounds because there was not yet a final resolution of the underlying contract claim]; *N.R. v. San Ramon Valley Unified Sch. Dist.,* (N.D. Cal., July 5, 2006) 2006 WL 1867682, *3 [denying contractual attorneys' where plaintiff's breach of contract claims had been dismissed for lack of subject matter jurisdiction, noting that, "Plaintiffs remain free, after this Court's decision, to pursue their breach of contract claims in state court."].)

3. The Court of Appeal in This Case Correctly Applied Section 1717.

The Court of Appeal's decision was therefore merely one more case in the long line of cases denying contractual attorneys' fees to a party who secures an interim procedural victory as opposed to a victory after the final resolution of the contract claims. The Court of Appeal correctly upheld the trial court's denial of contractual attorneys' fees to Score. By way of background, after the trial court granted DisputeSuite a preliminary injunction, Score obtained a dismissal of the case based on a Florida forum-selection clause in one of the parties' contracts.[3] (Typed Opn., at 3.) DisputeSuite re-filed the case in Florida. (*Id.*) Score then sought attorneys' fees in the amount of $84,640 on the ground that they were the prevailing party, under section 1717, in connection with the motion to dismiss. (*Id.*) The trial court denied the award, and Score appealed. (*Id.*)

The Court of Appeal found that Score's position was "inconsistent with the plain language" of section 1717 that "'the party prevailing on the contract shall be the party who recovered a greater relief in the *action on the contract.*'" (Typed Opn., at 8 [court's emphasis].) "Action on the contract" "'refers to the contract

[3] DisputeSuite maintained that the California forum-selection clause in the End User Agreement governed. (Typed Opn., at 3.)

claims in the lawsuit as a whole', since a single action can involved multiple contract claims, like here." (*Id.* [*quoting Frog Creek Partners, supra*, 206 Cal.App.4th at 539].) Under section 1717 "'there can only be one prevailing party on a given contract in a given lawsuit.'" (*Id.* [*quoting Frog Creek Partners, supra*, 206 Cal.App.4th at 543].) That determination can not be made until the final resolution of the contract claims in a Florida court, and therefore, the Court held that "it would be premature to make a prevailing party determination at such juncture." (*Id.* at 9; *see also* trial court's finding at 6 AA 1376 ["This does not mean, of course, that [Score] may not recover their attorneys' fees incurred in defending the California action should they prevail in the Florida lawsuit."].) Like countless courts before it, the Court here reasoned that the Legislature, in enacting section 1717, surely did not intend the opposite result, which would result in "piecemeal attorney fee awards for each resolution of a contract clause." (Typed Opn., at 8.)

4. Review of the Court of Appeal's Decision is Unwarranted and Unnecessary.

Accordingly, the Court of Appeal engaged in a simple application of the facts to the language of section 1717, and concluded that Score was not a prevailing party in an action on the contract within the meaning of that statute. The Court's decision was in line with decades of state and federal case law. The Court neither erred, nor departed from the long line of case law before it. Review of the Court's decision is therefore unnecessary.

Score is thus incorrect in claiming there is a "glaring need for clear and consistent rules in this area." (Petition, at 2.) There already are clear and consistent rules in this area, rules that are set forth within the plain language of section 1717 and routinely applied by state and federal courts. Score is also incorrect in attempting to couch the Court of Appeal's decision or *Estate of*

Drummond as presenting a conflict or a split of authority. These cases are simply two in a long line of cases uniformly and consistently applying section 1717.[4] Thus, to the extent Score tries to frame the Court's decision as "inviting non-California plaintiffs to file lawsuits here" or "effectively eliminat[ing] the concomitant fee exposure for plaintiffs in pursuing such litigation," Score is wrong. The Court's decision does not encourage such behavior any more than the Legislature's decision to pass the current version of section 1717 did in 1987, or any more than the scores of courts who have consistently interpreted section 1717 in the past 30 years.

B. *PNEC* and *Profit Concepts* are Distinguishable Outlier Cases

Petitioners argue that review should be granted because of two cases, *Profit Concepts Management, Inc. v. Griffith* (2008) 162 Cal.App.4th 950 and *PNEC Corp. v. Meyer* (2010) 190 Cal.App.4th 66. These cases are mere outliers from the overwhelming body of case law that interprets section 1717, distinguishable, and do not warrant a grant of review.

In *Profit Concepts*, the court upheld an award of attorneys' fees to a party who obtained a dismissal of the case due to lack of personal jurisdiction over the defendant. (162 Cal.App.4th at 955.) The court apparently failed to recognize that, as required by section 1717, a final determination as to the contract claims in the action had not yet been made. Rather, the court relied primarily on two cases

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[4] Although not raised in the petition for review, Score argued to the Court of Appeal that three other cases also supported an award of attorneys' fees, *Turner v. Schultz* (2009) 175 Cal.App.4th 974, *Otay River Constructors v. San Diego Expressway* (2008) 158 Cal.App.4th 796, and *Elms v. Builders Disbursements, Inc.* (1991) 232 Cal.App.3d 671. Yet in each of these cases, where contractual attorneys' fees had been awarded, there had been a final resolution of the contract claims in each of the complaints. (*See Turner, supra*, 175 Cal.App.4th at 983-984; *Otay River Constructors, supra,* 158 Cal.App.4th at 807; and *Elms, supra*, 232 Cal.App.3d at 675.) By contrast here, and like in the line of cases cited above, there has been no final resolution of the contract claims in DisputeSuite's complaint. Those claims are pending in Florida.

from 1975 and 1976, over ten years before the Legislature amended section 1717 to its current form. (*Id.* at 954-955.) Indeed, the trial court in this case found the reasoning of *Profit Concepts* "unconvincing and superficial." (6 AA 1374.)

Two years later, the court in *PNEC* made a similar ruling based primarily on the reasoning in *Profit Concepts*, as opposed to the analysis of the language in section 1717. The court also based its reasoning on a line of cases that are clearly distinguishable (*see* footnote 4, *supra*), *Turner, supra,* 175 Cal.App.4th 974, *Otay River Constructors, supra,* 158 Cal.App.4th 796, and *Elms, supra,* 232 Cal.App.3d 671. To wit, in all three of those cases, a resolution of the underlying complaint, including the contract claims, had been reached. (*See* footnote 4, *supra.*) By contrast, in this case, the underlying contract claims contained within the complaint—those brought by DisputeSuite—are still pending in Florida. Finally, the *PNEC* court also acknowledged that "the language of the fee-shifting provision in the instant case differs from the contract provisions at issue in *Profit Concepts* and the other aforementioned cases." (*PNEC, supra,* 190 Cal.App.4th at 72.)

Perhaps this Court previously granted review of *Kandy Kiss of California, Inc. v. Tex-Ellent, Inc.* (2012) 209 Cal.App.4th 604 (rev. granted January 16, 2013, S206354, rev. dismissed August 13, 2014) because it erroneously followed the reasoning of *PNEC* and *Profit Concepts*. However, now that *Kandy Kiss* is depublished, per California Rules of Court, Rule 8.1105(e)(1), *PNEC* and *Profit Concepts* appear to be the only published California decisions applying section 1717 in a manner different from the three-decades long line of cases that have consistently applied that statute. Their existence does not warrant this Court's time. As one court put it, "The fact that there is now an outlier case in an otherwise uniform body of case law does not transform an old issue into a 'novel' one. (*Hannah v. Western Gateway Regional Recreation Park & Dist.* (E.D. Cal., Sept. 25, 2007) 2007 WL 2795769, at *2.) Indeed, trial courts are routinely able to reject the application and reasoning of outlier cases as contrary to all persuasive authority. (*See, e.g., Coward v. JP Morgan Chase Bank* (E.D. Cal., Feb. 27, 2014)

2014 WL 813886, *4; *Delano Farms Co. v. California Table Grape Com'n* (E.D. Cal. 2009) 623 F.Supp.2d 1144, 1163, *aff'd*, (Fed. Cir. 2011) 655 F.3d 1337; *HSBC Bank USA, supra,* 2011 WL 1404899, at *2; *U.S. ex rel. Cericola v. Federal Nat. Mortg. Assoc.* (C.D. Cal. 2007) 529 F.Supp.2d 1139, 1150.) To the extent trial courts find those cases unconvincing, they are free to reject their application, as the trial court did in this case. (Typed Opn., at 18 ["The trial court . . . reasonably declined Score's invitation to follow two unpersuasive, outlier cases that are further distinguishable from the facts of this case."].)

C. Policy Arguments Do Not Support Score's Petition.

Reversing the current rule (as Score wants) would create a nightmare situation for courts. Allowing a party to obtain attorneys' fees for interim procedural victories or for individual contract clauses would require trial courts to determine which parties prevailed on each distinct contractual claim and make multiple fee awards accordingly. Score's interpretation would allow parties to make attorneys' fee motions multiple times throughout the course of litigation, and would require trial courts to make piecemeal attorneys' fee awards for every resolution of every contract clause. As the court in *Frog Creek Partners* explained, that approach "would place a great burden on the trial courts to partition fees in a lawsuit among various independent contract claims, each of which is technically a separate cause of action." (*Frog Creek Partners, supra*, 206 Cal.App.4th at 542-43.) Surely such a result was not intended by the Legislature in drafting section 1717. As such, Score's argument must be rejected. (*People v. Pieters* (1991) 52 Cal.3d 894, 903 [party's legal interpretation should not be accepted if it would lead to an absurd result].)

Moreover, Score's interpretation eviscerates the plain meaning of section 1717, which requires a court to make *the* prevailing party determination by determining who recovered a *greater relief* in the action on the contract. (Civ. Code § 1717.) A party that prevails on its interpretation of one clause in a contract, the forum selection clause for instance, may still lose on the larger set of

breach of contract claims. As one court stated, one party may have "won a battle," but the other party "won the war and is the prevailing party." (*Maynard v. BTI Group, Inc.* (2013) 216 Cal.App.4th 984, 994.) Under Score's interpretation, the party who lost the war—who lost all of the controlling, important, and case-determining substantive aspects of the action—could nevertheless be awarded attorneys' fees. Again, the Legislature surely did not intend such a result, as is clear from the plain language of section 1717.

Finally, Score contends that current rule, as expressed in section 1717 and decades of case law, will incentivize forum shopping in California courts and burden the judiciary. (Petition, at 11.) Yet Score points to no evidence to support this argument. To the contrary, the burden on the judiciary comes (and would multiply if Score had its way) from litigants like Score who seek attorneys' fees for interim procedural victories.

IV. CONCLUSION

For the reasons discussed herein, the petition for review should be denied.

CERTIFICATE OF COMPLIANCE PURSUANT TO

CALIFORNIA RULES OF COURT, RULE 8.504(d)(1)

Pursuant to California Rules of Court, Rule 8.504(d)(1), I certify that the attached answer, including footnotes, contains 4,519 words, exclusive of the Table of Contents and Table of Authorties (as counted by the computer program used to prepare this document).

Dated: June 15, 2015

J.J. LITTLE & ASSOCIATES, P.C.

By: 

J.J. Little
Attorney for Plaintiff/Respondent
Disputesuite.com, LLC

PROOF OF SERVICE

I am a citizen of the United States, employed in the County of Los Angeles, California. My business address is 13763 Fiji Way Suite EU-4, Marina del Rey, California 90292. I am over the age of 18 years and not a party to the within action. On June 15, 2015, I served the following document:

Answer to Petition for Review

I am readily familiar with the firm's practice of collection and processing correspondence for mailing in the ordinary course of business. Under this practice, correspondence is collected, sealed, postage thereon fully prepaid, and deposited the same day with the U.S. Postal Service.

I caused the above documents to be served on the below-listed party in this action by placing them in a sealed envelope in the designated area for outgoing mail, addressed as shown below.

SEE SERVICE LIST

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on June 15, 2015, in Marina del Rey, California.

Priscilla Tesillo

SERVICE LIST

Marvin Gelfand, Esq.
Brendan J. Begley, Esq.
Weintraub Tobin Chediak Coleman Grodin Law Corporation
400 Capitol Mall 11th Floor
Sacramento, California 95814
Attorneys for Defendants/Appellants:
Scoreinc.com, Joel S. Pate and Joshua Carmona

Robert Cooper, Esq.
Wilson, Elser, Moskowitz, Edelman & Dicker LLP.
555 South Flower Street, Suite 2900
Los Angeles, California 90071
Co-Counsel for Defendants/Appellants:
Scoreinc.com, Joel S. Pate and Joshua Carmona

Los Angeles Superior Court
Honorable James Chalfant
111 North Hill Street, Department 85
Los Angeles, California 90012

Court of Appeal
Second Appellate District, Divison Two
300 South Spring Street, Floor 2, North Tower
Los Angeles, California 90013

Supreme Court of California
350 McAllister Street
San Francisco, California 94102