

Doe v. KW Bradley Square LLC
Hearing Date:
Minor's Compromise

Case No. 23CV05565
December 2, 2025

Tentative Ruling:

The matter is continued to January 13, 2026 at 8:30 a.m. No appearance required on December 2, 2025.

The following must be submitted: (1) A current doctor's report containing a diagnosis of the claimant's injuries or a prognosis for the claimant's recovery, and a report of the claimant's current condition; (2) a supplemental declaration describing how the attorney calculated the requested fee pursuant to the contingency fee contract and to address an estimate of the time and labor required to prosecute this case.

Petitioner: Wilfredo Calderon Relationship to Claimant: Father

Claimant: Jane Doe DOB: 9/15/10

Age at Date of Injury: 7/19/22

According to the complaint, an employee of KW Bradley Square LLC, a residential apartment complex, knocked on the door of the apartment where claimant lived with her family and represented he was there to do work on behalf of KW. He entered the apartment and removed his pants and underwear, exposing his penis. He asked claimant to perform sexual acts on him. Claimant grabbed a knife from the kitchen to defend herself. KW and its representatives retaliated against claimant and her family, asking them to leave the complex after making the report of the assault. KW has now offered to settle in the amount of \$65,000.00.

Claimant suffered emotional distress from the assault and received counseling. As of October 18, 2023, Sandra Provencio, LMFT indicates the claimant had not been released as she continued to struggle with symptoms related to her experience to the crime. Casa Pacifica reports that claimant was treated in a residential program from June 5, 2024, through June 11, 2024, as she expressed suicidal ideation with a plan to stab herself. (Petition, Attachment 8.) Nevertheless, petitioner reports that claimant has recovered completely without permanent injury. A current doctor's report is required containing a diagnosis of the claimant's injuries or a prognosis for the claimant's recovery, and a report of the claimant's current condition. (Petition, ¶ 8.)

Attorney Paul Greco requests \$19,200 of the settlement in fees pursuant to a contingency agreement.

“In any case in which a trial court approves a settlement involving the payment of funds to a minor, the court must make an order for the payment of reasonable attorney fees.” (*Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1174 (*Schulz*).) The court must consider “the terms of any representation agreement made between the attorney and the representative of the minor” when awarding such fees. (Cal. Rules of Court, rule 7.955(a)(2) .) But it is not required to enforce the agreement's fee provisions; it may deviate from them if they are unreasonable. (*Gonzalez v. Chen* (2011) 197 Cal.App.4th 881, 887; see also Prob. Code § 3601, subd. (a) [including attorney fees among “reasonable expenses”].)

The relevant factors in determining a reasonable attorney's fee include the amount involved; the results obtained; the experience and ability of the attorney performing the legal services; whether the fee is fixed, hourly, or contingent, and many other factors. (Rule 7.955 (b)(1) – (14).) Notably, “[a] petition requesting court approval and allowance of an attorney [] fee ... must include a declaration from the attorney that addresses” any applicable factor(s). (Rule 7.955(c).)¹

Here, attorney Greco requests fees pursuant to the contingency agreement entered into with the client. (Petition, Attachment 17.) Pursuant to that agreement, attorney fees will be calculated as follows:

¹ “In determining a reasonable attorney's fee, the court may consider the following nonexclusive factors:

- (1) The fact that a minor or person with a disability is involved and the circumstances of that minor or person with a disability.
- (2) The amount of the fee in proportion to the value of the services performed.
- (3) The novelty and difficulty of the questions involved and the skill required to perform the legal services properly.
- (4) The amount involved and the results obtained.
- (5) The time limitations or constraints imposed by the representative of the minor or person with a disability or by the circumstances.
- (6) The nature and length of the professional relationship between the attorney and the representative of the minor or person with a disability.
- (7) The experience, reputation, and ability of the attorney or attorneys performing the legal services.
- (8) The time and labor required.
- (9) The informed consent of the representative of the minor or person with a disability to the fee.
- (10) The relative sophistication of the attorney and the representative of the minor or person with a disability.
- (11) The likelihood, if apparent to the representative of the minor or person with a disability when the representation agreement was made, that the attorney's acceptance of the particular employment would preclude other employment.
- (12) Whether the fee is fixed, hourly, or contingent.
- (13) If the fee is contingent:
 - (A) The risk of loss borne by the attorney;
 - (B) The amount of costs advanced by the attorney; and
 - (C) The delay in payment of fees and reimbursement of costs paid by the attorney.
- (14) Statutory requirements for representation agreements applicable to particular cases or claims.”

Attorney's fee will be 40 percent (40%) of the net recovery once the discovery process has started whether via court process or arbitration; Attorney fee will be 33% until then; the term "net recovery" means (1) the total of all amounts received by settlement, arbitration award or judgment, (2) minus all costs incurred by the attorney and disbursements set forth herein and attorney fees incurred by plaintiff and awarded to plaintiff by prevailing on the claim(s)."

(Petition, Attachment 17, ¶ 4.)

Here, it is unclear how attorney Greco arrived at the requested fee using this calculation. A supplement is required. Moreover, a supplemental declaration is necessary to address an estimate of the time and labor required to prosecute this case. The time and labor required is a useful cross-check to the contingency amount sought. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504 ["A lodestar cross-check provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, indicating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage."].)

The expenses associated with this matter are otherwise reasonable (\$693).