

1 LAW OFFICES OF ORLANDO J. CASTAÑO, JR. INC.
2 Orlando J. Castaño, Jr. (162704)
3 4675 MacArthur Court, Suite 465
4 Newport Beach, CA 92660
5 Tel. (949) 757-0185

6 Attorneys for Defendant, Jay Photoglou

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
HARBOR JUSTICE CENTER
2009 AUG 28 PM 12:25
ALAN BARLSON, CLERK OF THE COURT
BY SWJ DEPUTY

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF ORANGE - HARBOR JUDICIAL DIST.

9
10 GRETCHEN FORWARD-ROSSI) CASE NO: 30-2009-00249980
11) Assigned to Hon. Richard Pacheco
12)
13 Plaintiff,) DEFENDANT'S NOTICE OF MOTION
14) FOR ATTORNEY FEES; MEMORANDUM
15) OF POINTS & AUTHORITIES; AMOUNT
16 vs.) SOUGHT IS \$24,141.27, DECLARATION OF
17) COUNSEL
18)
19 JAY PHOTOGLOU) September 25, 2009
20) 8:30 a.m.
21 Defendants,) H-11
22)

23 TO HON. RICHARD PACHECO, and GRETCHEN FORWARD-ROSSI, and her
24 ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTE that Defendant JAY PHOTOGLOU ("Photoglou") hereby files
26 this Motion For Attorney Fees to be *heard concurrently* with his Memorandum of Costs on the
27 grounds that 1) defendant was the prevailing party and is entitled to attorney fees under CCP
28 §1033.5 as part of his Memorandum of Costs, under the prevailing statute of CCP § 527.6 which
29 expressly allows attorney fees to the prevailing party in Plaintiff's civil action. The total amount
of attorney fees and costs sought is \$24,141.27.

The Court has Jurisdiction to hear this matter since the time period of 180 days for filing
such motion under Rules of Court Rule 3.1702 allows for time to be set per Rule 8.104, which is

1 180 days after entry of judgment, or in this case presumably the Notice of Ruling. Since neither
2 Defendant nor Defendant's counsel was served with such Notice of Ruling, the time period to
3 file a motion is extended to 180 days.

4 The court is requested to take Judicial notice of the court's filings and records contained
5 herein and confirm that no Notice of Entry of Judgment has been filed or entered by the Court or
6 Plaintiff's counsel. Further, no Notice of Entry of Judgment has been served on Respondent
7 under CCP 664.5. The only notice sent out was a Notice of Ruling, dated June 3, 2009, which
8 failed to be served on Respondent or Respondent's Counsel. (attached as Exhibit "A", certified
9 copy of Court's Notice of Ruling).

10 The Court is also requested to take Judicial Notice of previous filings and records
11 contained in the Court Records, including the filing of Plaintiff's action under CCP §527.6 per
12 judicial council form CH-120.

13 MEMORANDUM OF POINTS AND AUTHORITIES

14 Brief Statement of Facts

15 Pursuant to CCP § 527.6, Plaintiff filed a civil restraining order against defendant.
16 Plaintiff is one of the women on the reality show "Real Housewives of Orange County" and
17 much was made about the fact that while she dated a man vastly older than her, and in terminally
18 ill condition, that she secretly had a boyfriend on the side. Substantively, plaintiff claimed
19 defendant made several false allegations that became of public record and disseminated
20 throughout various news resources, tabloids, internet sites, blogs and even on TMZ that he was
21 that said boyfriend.
22

23 The reality is that Mr. Photoglou was that boyfriend and apparently the herein filing was
24 an attempt to prohibit Defendant from revealing certain information that would conflict with
25 what Plaintiff reported during the reality show series.

26 As a result of the civil filing, Defendant was forced to retain defense counsel and hired
27 The Law Firm of Cole MacGregor & Collins, and entered into a fee agreement for the base rate
28 of \$350 per hour. The firm has over 55 years of experience combined. Both Ronald
29

1 MacGregor and Randy Collins worked on behalf of Mr. Photoglou and billed accordingly. He
2 made the initial retainer deposit of \$5,000.00. During the entire course of the litigation,
3 Defendant paid \$20,000.00 in attorney fees. (See Declaration of Randy Collins, Esq.)

4 Through Defendant's counsel, he hired investigators and submitted himself to polygraph
5 tests with the Costa Mesa Police Departments, obtained witnessed statements and subpoenaed
6 various police officers for the trial in preparation of his defense to rebut Plaintiff's allegations.
7 This matter and other matters were handled and reviewed by counsel hence warranting billable
8 hours. The substance of anticipated testimony of the Costa Mesa Police officers subpoenaed to
9 testify indicated that Plaintiff was not truthful in her statements on the reality show and her civil
10 filing and would be unable to succeed on her claims against defendant. This information was
11 conveyed to the Court by defendant's previous counsel.

12 In addition, defendant and his counsel met numerous times to review and address
13 Plaintiff's 31 page complaint, and they prepared responses and defenses to each and every
14 paragraph of her complaint so that counsel could adequately defend Mr. Photoglou.

15 Defendant's counsel was forced to prepare and be ready for the trial date of May 15,
16 2009, and therefore, incurred billable hours for preparation when the Court called the matter for
17 Trial, including meeting with all potential witnesses and defendant. Defendant was unaware that
18 Plaintiff was not going to move forward with her complaint on the day of trial.

19 Defendant's counsel appeared for trial and with the writing on the wall, plaintiff
20 unwilling to proceed to trial, the Court dismissed the matter with prejudice.

21 Mr. Photoglou has also incurred additional attorney fees and costs in presenting his claim
22 for attorney fees by counsel Orlando J. Castaño, Jr., and is entitled to recover those as well. The
23 total amount in costs thus far has been \$85.02 in motion filing fees & postage, and \$4,056.25 for
24 billable attorney time. [declaration of counsel attached]

25 The court is to note that Mr. Photoglou was unable to use is former counsel because they
26 retained Mr. Salberg's office to defend certain matters not related to this case and created a
27 conflict of interest.
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JURISDICTION

DEFENDANT IS ENTITLED TO 180 DAYS FROM THE NOTICE OF RULING TO FILE HIS MOTION FOR ATTORNEY FEES SINCE THE CLERK NEVER SERVED HIM WITH NOTICE UNDER CCP 664.5 AND RULES OF COURT RULE 3.1109 PROVIDES EXTENSION OF TIME PURSUANT TO RULE 8.104

In the herein matter, defendant made an appearance and therefore entitled to notice. CCP § 1014 states in pertinent part, "A defendant appears in an action when the defendant answers... or when an attorney gives notice of appearance for the defendant. After appearance, a defendant or the defendant's attorney is entitled to notice of all subsequent proceedings of which notice is required to be given."

Therefore, pursuant to CCP 664.5 defendant should have been given notice of the Entry of Judgment, or Notice of Ruling. There is no proof of service of mailing for such notice

664.5. (a) In any contested action or special proceeding other than a small claims action or an action or proceeding in which a prevailing party is not represented by counsel, the party submitting an order or judgment for entry shall prepare and mail a copy of the notice of entry of judgment to all parties who have appeared in the action or proceeding and shall file with the court the original notice of entry of judgment together with the proof of service by mail. This subdivision does not apply in a proceeding for dissolution of marriage, for nullity of marriage, or for legal separation.

(b) Promptly upon entry of judgment in a contested action or special proceeding in which a prevailing party is not represented by counsel, the clerk of the court shall mail notice of entry of judgment to all parties who have appeared in the action or special proceeding and shall execute a certificate of such mailing and place it in the court's file in the cause.

(c) For purposes of this section, "judgment" includes any judgment, decree, or signed order from which an appeal lies.

(d) Upon order of the court in any action or special proceeding, the clerk shall mail notice of entry of any judgment or ruling, whether or not appealable.

1 California Rules of Court, Rule 8.104 also provides similar language making it
2 mandatory that notice be given to all parties to start the time for appeal. Without proper
3 notice or serving of all parties, the time for appeal, and hence the time to file a motion for
4 attorney fees, is now 180 days pursuant to Calif. Rules of Court, Rule 3.1702, and 8.104.

5
6 **Rule 3.1702 Claiming attorney's fees**

7 **b) Attorney's fees before trial court judgment**

8 (1) *Time for motion*

9 A notice of motion to claim attorney's fees for services up to and including the
10 rendition of judgment in the trial court-including attorney's fees on an appeal before the
11 rendition of judgment in the trial court-must be served and filed within the time for
12 filing a notice of appeal under rules 8.104 and 8.108.

13 **Rule 8.104. Time to appeal**

14 **(a) Normal time**

15 Unless a statute or rule 8.108 provides otherwise, a notice of appeal must be filed on or
16 before the earliest of:

- 17 (1) 60 days after the superior court clerk mails the party filing the notice of appeal a
18 document entitled "Notice of Entry" of judgment or a file-stamped copy of the
19 judgment, showing the date either was mailed;
- 20 (2) 60 days after the party filing the notice of appeal serves or is served by a party with a
21 document entitled "Notice of Entry" of judgment or a file-stamped copy of the
22 judgment, accompanied by proof of service; or
- 23 (3) 180 days after entry of judgment.

24 **I. DEFENDANT IS ENTITLED TO FULL RECOVERY OF ALL COSTS**
25 **AND HAS PROVIDED SUBSTANTIAL DOCUMENTATION IN**
26 **SUPPORT THEREOF.**

27 CCP section 1033.5 et seq. provides that attorney fees per statute are allowable as a recovery
28 cost item. There *is no* requirement that documentation be submitted with the original
29

1 Memorandum of Costs, and must only be submitted when they are put in issue by a motion to
2 tax, *Jones vs. Dumrichob* (1998) 63 Cal.App.4th 1258, 74 Cal.Rptr.2d 607. Likewise, there is no
3 requirement that any Cost Summary Report be done by an independent third party

4 Further, items on a verified cost bill appearing to be proper and reasonable are *prima facie*
5 evidence that those items were "necessarily incurred," and the burden then shifts to the
6 contesting party to show otherwise. *Jones vs. Dumrichob*, supra; *Fennesy vs. Deleuw-Cather*
7 *Corp.*, 218 Cal.App.3d at 1195, 267 Cal.Rptr at 773. A scanty declaration by plaintiff's counsel
8 is hardly enough to shift such burden. Defendant contends that Plaintiff has failed "to show
9 otherwise" that the expenses were not necessarily incurred because of her filing forcing Mr.
10 Photo[gon] to defend himself and prepare for trial.

11
12
13 **1. Attorney Fees are Expressly Recoverable under Statute and Can be Awarded to**
14 **Defendant as the "Prevailing Party"**

15 The attorney fees sought by Defendant are authorized by statute since he was the prevailing
16 party. Under the provisions of CCP §527.6, upon which Plaintiff filed her complaint, paragraph
17 527.6(i), it **expressly states** "The prevailing party in any action brought under this section may
18 be awarded court costs and attorney's fees, if any."

19 Further, CCP §1033.5 (a) provides for the recovery of attorney fees as cost under the "(C)
20 Law." [CCP 1033.5(a)(10)(A)¹]. It is without question the court has broad discretion to award
21 attorney fees, and in this case has statutory language allowing such award.

22 CCP § 1032 and 1033.5 provide for recovery of costs to the prevailing party. The prevailing
23 party is defendant and therefore, entitled to his attorney fees.

24
25 **Prevailing Party Defined:**

26
27 ¹ CCP 1033.5(a) The following items are allowable as costs under
Section 1032:

- 28 (10) Attorney fees, when authorized by any of the following:
29 (A) Contract.
(B) Statute.
(C) Law.

1
2 CCP § 1032 defines "prevailing party" as:

3 "(a) As used in this section, unless the context clearly requires otherwise: ...

4 "...(4) "Prevailing party" includes the party with a net monetary recovery, a defendant in
5 whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any
6 relief, and a defendant as against those plaintiffs who do not recover any relief against that
7 defendant. When any party recovers other than monetary relief and in situations other than as
8 specified, the "prevailing party" shall be as determined by the court, and under those
9 circumstances, the court, in its discretion, may allow costs or not and, if allowed may apportion
10 costs between the parties on the same or adverse sides pursuant to rules adopted under Section
11 1034.

12 (b) Except as otherwise expressly provided by statute, a prevailing party is entitled as a matter
13 of right to recover costs in any action or proceeding." [emphasis added].

14 Hence it is clear that Mr. Photoglou, as a defendant in whose favor a dismissal with
15 prejudice has been entered, and upon no relief was obtained by the Plaintiff, *is the prevailing*
16 *party* and therefore entitled to his costs, including attorney's fees by statute and under the law.

17 The attached declaration by former counsel Randy Collins, supports his billing as
18 reasonable and necessary. The fact is that the total amount of time spent is 63 hours and billed at
19 \$22,050.00. The law office has accepted \$20,000.00 as full and final payment giving a slight
20 discount. It is also acknowledge that \$20,000.00 was actually paid by defendant and it is not a
21 contingent amount that is lurking. (see exhibit "B").

22 Attached declaration of Counsel, Orlando J. Castaño, Jr., also supports the time
23 additional attorney's fees and costs in the total amount of \$4,141.27.


24 **CONCLUSION**

25 Defendant should be awarded the full amount of his attorney fees in the amount of
26 \$24,141.27.

27 DATED:

8/28/09

By:

28 
Orlando J. Castaño, Jr.
Attorney for Defendant

Declaration of Orlando J. Castaño, Jr.

I, Orlando J. Castaño, Jr., hereby declare as follows:

Any and all exhibits attached hereto are true and correct copies of what they purport to be and I can and would testify competently to those matters contained herein.

All expenses contained in Defendant's Memorandum of Costs have been incurred as reasonably necessary to the conduct of this litigation. Further, each and every expense has already been paid, or is an obligation to pay the remaining due, is in the same amount as represented by the Memorandum of Costs and the attached Cost Summary Reports

Per counsel's Randy Collins declaration attached, the attorney fees and costs were reasonable and necessary as charged and paid, and reasonable and necessary to the presentation of Defendant's case.

In presenting Defendant's Memorandum of Costs and Motion for Attorney Fees, I personally have expended the following charges and time and have billed Mr. Photoglou for these expenses directly related to the herein matter.

Costs: Motion filing fees 2 x \$40.00 = \$80.00

Postage in serving documents on Plaintiff's counsel \$5.02

Total Costs charged is **\$85.02**

Billable time:

Preparation of Memorandum of Costs, Ex Parte, filing of docs with court,
attend Ex Parte Hearing, July 9, 2009 7.75 hours

Receive and review Motion to Tax, Prepare Opposition to Motion, file and
serve and attend hearing August 28, 2009 4.00 hours

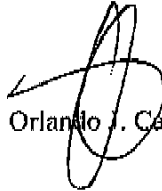
Draft, Prepare, file and serve Motion for Attorney fees and anticipated
time of attending hearing on September 25, 2009 3.00 hours

Total Hours 14.75

I have entered into a written retainer agreement with Mr. Photoglou where my billable time is set at \$275.00 per hour, which is based upon my normal billing rate, which represents my

1 fair market value and 17 years of experience and deemed reasonable within the community. The
2 total billable time billed and paid is \$4,056.25.

3 I declare under penalty of perjury under the laws of the State of California, that the
4 foregoing is true and correct to the best of my knowledge. Executed this 28th day of August,
5 2009, in Newport Beach, CA.

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Orlando J. Castaño, Jr.

EXHIBIT

A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**JUSTICE CENTER:**

- Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4046
- Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512
- Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251
- Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595
- Lamoreaux - 341 The City Drive, Orange, CA 92668-3205
- North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500
- West - 8141 13th Street, Westminster, CA 92683-4593

PLAINTIFF/PETITIONER: **FORWARD-ROSSI**DEFENDANT/RESPONDENT: **PHOTOGLOU****NOTICE OF RULING**

CASE NUMBER:

30-2009-00249980

Date: May 15, 2009

Commissioner: Richard Pacheco

- On Court's own motion, case dismissed pursuant to the Orange County Superior Court Rules.
- Other (specify): Cause called for Order to Show Cause re: Civil Harassment. The Court orders the entire action dismissed with prejudice. Respondant counsel inquires about attorney fees and costs. The Court advises counsel that motions for attorney fees and costs may be submitted and will be ruled on at a later date.

CLERK'S CERTIFICATE OF MAILING

JEFF SALBERG, ESQ
 20 Executive Park #130
 Irvine, CA 91614

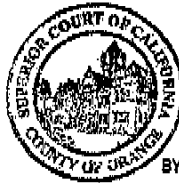
I certify that I am not a party to this action and that this certificate was mailed in accordance with Section 1013a of the Code of Civil Procedure. A copy of this Notice of Ruling was deposited in the United States mail, in a sealed envelope with postage fully prepaid addressed as shown above. The mailing and this certification occurred at Newport Beach, California, on (date): 6/3/2009.

ALAN CARLSON, Clerk of the Court

By: D. Chang

DEPUTY CLERK

I hereby certify the foregoing instrument consisting of 1 page(s)
is a true and correct copy of the original on file in this court.



AUG 25 2009

ATTEST: (DATE)
ALAN CARLSON, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY P. Bower DEPUTY

P. Bower

EXHIBIT

B

DECLARATION OF RANDY COLLINS, ESQ.

1 I, Randy Collins, Esq., am a duly licensed attorney in the State of California, and partner
2 of the firm Law Offices of Cole MacGregor and Collins. Both myself and my partner Ronald
3 MacGregor represented Jay Photoglou in the matter of Gretchen Forward Rossi vs. Jay
4 Photoglou, case # 30-2009-00249980.

5 I have personal knowledge of the matters contained herein and if I were called as a
6 witness, I could and would testify competently to the following facts, all of which are within my
7 own personal knowledge.

8 I offer this declaration in lieu of personal testimony, pursuant to Code of Civil Procedure
9 § 2009 and § 2015.5, Rejfler v. Superior Court, (1974) 39 Cal.App.3d 479.

10 Any and all attachments attached hereto are true and correct copies of what they purport
11 to be.

12 Attached is a copy of the retainer between my firm and Jay Photoglou and can confirm
13 that the total fees paid to my office is \$20,000.00. Such fees were reasonable and necessary in
14 the preparing of the defense and trial of Mr. Photoglou. I have reviewed the 4-page itemization
15 of our billing statement and confirm such billing statement to be correct and maintain in our
16 office and a true and accurate copy of our original fee statement. We have accepted the
17 \$20,000.00 as full payment of attorney fees.

18 I have also reviewed check #1888 issued from our office's general operating account
19 made payable to Elizabeth Langus for \$825.40 and can confirm the total amount that is owed and
20 due to Elizabeth Langus is \$1,675.50 based on the total amount due of \$2,500.00. We also paid
21 \$150.00 service of process fee for Marcel Pariseau and \$100 witness fees on Raymond Perez.

22 I can attest that the costs of subpoenas, witness statements & investigation, service of
23 process and polygraphs tests were all incurred during the herein matter.

24 I declare under penalty of perjury under the laws of the State of California, that the
25 foregoing is true and correct to the best of my knowledge. Executed this 5 day of August,
26 2009, in Newport Beach, CA.

Randy S. Collins, Esq.
Randy S. Collins

Law Offices of Cole MacGregor & Collins

Attorney at Law
Walter W. Cole
Randy S. Collins
Ronald D. MacGregor

1000 Quail Street, Suite 110
Newport Beach, CA 92660
949) 296-1018 tel.
949) 296-1019 fax.

PAID
OKRO
APR 2009

RETAINER AGREEMENT

The undersigned hereby retains the Law Offices of Cole MacGregor & Collins as attorney to render professional services and do such things as they deem necessary and proper to defend and protect the Client, Jay Photoglou, undersigned, in regard to the following:

Restraining Order case filed in the name of Jay Photoglou in the Harbor Justice Center of the Orange County Superior Court, case number 00249980.

The undersigned agrees to pay attorneys for their professional services as follows:

4-23-09 pd. \$5,000 RC	\$ 20,000.00	for all state Superior Court appearances and case preparation related to the above-mentioned case(s) through Restraining Order Hearing.
5-11-09 pd. \$10,000 RC	\$ 5,000.00	down payment with a remaining balance of \$15,000.00 (due within 60 days of today's date)

Any and all additional appearances after conclusion of case will require additional fee. Court fines, fees, investigative, witness fees and additional material costs are not included in this retainer fee. Each case is determined closed after verdict or plea entered.

ON DEMAND, I promise to pay the above sum to the Law Offices of Cole, MacGregor & Collins or order same.

Client understands that each attorney may substitute appearance for one another without prior notice to Client and each shall take equal action on behalf of Client. Said attorneys accept said employment and agree to take such steps as are reasonably advisable to enforce the rights of the client, except that no appeals need be taken without both parties' consent, and any appeal taken will require a new fee and Retainer Agreement. If the client desires to appeal but the attorneys do not, then the attorneys shall withdraw from the case upon being paid whatever costs have been advanced and fees earned.

Client agrees to pay the necessary expenses and disbursements separately as these expenses and disbursements are incurred. These expenses and disbursements may include, but shall not be limited to, fees for private investigators, expert witnesses, court reporter transcripts, travel expenses, for attorneys and investigators, court fees, and any and all other expenses which are considered necessary for the proper defense of this case.

If Client defaults in the payment of the fee, installments on the fee, or in repayment of costs advanced, then the entire fee and/or costs is due and payable. Client agrees to pay any and all collection costs and interests at the prevailing legal rate from the date of default. Client hereby authorizes attorneys to transfer any funds from the Client Trust Account to the attorneys' Operating Account in the event of default in payment of attorney's fees.

The fee is non-refundable. The fee shall be fully earned when received and shall be deemed a true retainer and not based on an hourly fee. The amount of the RETAINER reflects the value of the firm's legal expertise more than an amount of time expended on a case. Client has been informed and understands that this Retainer Agreement is negotiable and has been negotiated. Attorneys agree to use their best efforts but cannot make representations or guarantees as to the ultimate outcome of the matter described above in the retainer.

Client and attorneys agree to settle any disputes, including fee disputes, through binding arbitration, and irrevocably waive right to file a lawsuit against one another. Any arbitration conducted pursuant to this agreement shall be conducted in accordance with the rules of the American Arbitration Association or Judicial Arbitration and Mediation Services and CCP§ 1280 et. Seq. The prevailing party shall not be entitled to recover attorney's fees, costs and related expenses incurred in connection with any legal proceeding or arbitration to which this agreement gives rise. Orange County, California shall be the location of the arbitration. By signing the Agreement, the Client acknowledges receipt of a copy of this document and agrees to all of the above-stated terms and conditions.

DATED: March 9, 2009

Client's Signature
Attorney Signature

ASSUMPTION OF OBLIGATION

I, Jay Photoglou, assume the obligations to pay the unpaid balances of fees, costs, interest, and collection costs. I have read the Retainer Agreement, and I understand and agree that, although I assume the obligation to pay for services rendered to the Court, I do not have any right to control litigation of the case.

Signature

LAW OFFICES OF

MacGregor & Collins, LLP
attorneys at law

1000 QUAIL STREET, SUITE 110 NEWPORT BEACH, CA 92660
949 296-1018 TELEPHONE 949 296-1019 FAX

Statement of Costs

Client Name: Jay Photoglou
Case Type: Restraining Order Hearing
Case Number: 00249980
Jurisdiction: Superior Court of California, County of Orange
Harbor Justice Center- Newport Beach Facility

Item One:	March 9, 2009	Initial Consultation -	3.50 hours @ \$350 per hour
Item Two:	March 12, 2009	Client Meeting -	2.50 hours @ \$350 per hour
Item Three:	March 19, 2009	Meeting with Investigator And Client	2.25 hour @ \$350 per hour
Item Four:	March 21, 2009	Polygraph Examination	5 hours @ \$350 per hour
Item Five:	March 22, 2009	Client Phone Call- Incident at "Javier's"	1 hour @ \$350 per hour
Item Six:	March 24, 2009	Meeting with Investigator- Re: Witness Paul Hillson	2 hours @ \$350 per hour
Item Seven:	March 26, 2009	Meeting with Costa Mesa P.D. Det. Diaz	2.50 hours @ \$350 per hour
Item Eight:	March 27, 2009	Initial Court Date	1 hour @ \$350 per hour
Item Nine:	March 27, 2009	Meeting with Opposing Counsel	1.50 hours @ \$350 per hour

Item Ten:	April 2, 2009	Meeting with Investigator And Client	2 hours @ \$350 per hour
Item Eleven:	April 4, 2009	Saturday Meeting with Client and Case Prep (TRO Allegations Exceeded 30 pages)	4 hours @ \$350 per hour
Item Twelve:	April 8, 2009	Phone calls with Witness Aubrey Spuhler; Interview Of Witness Adam Everly	1.25 hours @ \$350 per hour
Item Thirteen:	April 13, 2009	Review of Correspondence With Opposing Counsel	.50 hour @ \$350 per hour
Item Fourteen	April 15, 2009	Phone Interview with Costa Mesa Ofc. W. Fair	.25 hour @ \$350 per hour
Item Fifteen	April 15, 2009	Phone Interview with Costa Mesa Ofc. S. Stafford	.25 hour @ \$350 per hour
Item Sixteen	April 16, 2009	Phone Interview with Costa Mesa Ofc. L. Torres	.25 hour @ \$350 per hour
Item Seventeen	April 16, 2009	Phone Interview with Costa Mesa Ofc. M. Bridges	.25 hour @ \$350 per hour
Item Eighteen	April 16, 2009	Phone Call with Verizon Rep. Jody Citizen Re: SDT Phone Records	.75 hour @ \$350 per hour
Item Nineteen	April 18, 2009	Saturday Meeting with Client and Case Prep	4 hours @ \$350 per hour
Item Twenty	April 22, 2009	Partner Meeting re: Case Management	2.50 hours @ \$350 per hour
Item Twenty-one	April 23, 2009	Partner Meeting with Client Re: Case Management	3.50 hours @ \$350 per hour
Item Twenty-Two	April 27, 2009	Review Of Case Evidence And Materials: 911 tape, Bravo Reunion Show, Costa Mesa Incident Reports, Newport Beach Incident Reports, Investigative Reports, Online Blogs, TV People.com Report, OC Register Article	6 hours @ \$350 per hour

Item Twenty-three May 1, 2009	Meeting with Client re: Case Overview	3.75 hours @ \$350 per hour
Item Twenty-four May 4, 2009	Phone Interview with Witness Tamra Barney	.50 hours @ \$350 per hour
Item Twenty-five May 4, 2009	Phone Call with Client	1.25 hour @ \$350 per hour
Item Twenty-six May 5, 2009	Phone Call With Opposing Counsel Re: Settlement	1.25 hour @ \$350 per hour
Item Twenty-seven May 5, 2009	Phone Call With Client	.75 hour @ \$350 per hour
Item Twenty-eight May 7, 2009	Meeting With Client Re: Anaheim Police Incident	1.50 hour @ \$350 per hour
Item Twenty-nine May 8, 2009	Meeting With Client Re: 911 call and alleged Suicide/ Disturbance Call	1.75 hour @ \$350 per hour
Item Thirty May 11, 2009	Meeting With Client Re: 2/27/09 Telephone Threats; 3/4/09 Telephone Threats of Abuse	2.50 hour @ \$350 per hour
Item Thirty-One May 12, 2009	Phone Call With Client	1 hour @ \$350 per hour
Item Thirty-Two May 14, 2009	Meeting With Opposing Counsel Re: Settlement	1.50 hour @ \$350 per hour
Item Thirty-Three May 14, 2009	Phone Call With Client	1 hour @ \$350 per hour
Item Thirty-four May 15, 2009	Court- Case Dismissed	.50 hour @ \$350 per hour

Accounting: 63 Total Hours @ \$350 per hour = \$22,050.00

Outstanding Costs:

1) Investigator Elizabeth Langus: \$2500.00

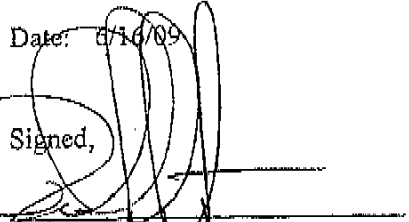
2) Raymond Perez : \$100

3) Investigator Ann Ciulla: \$150 Service of Process fee

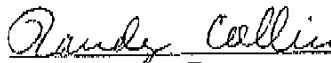
*4) Subpoenas Fees of \$900 has been refunded by all Police Departments

Date: 6/16/09

Signed,



Ronald MacGregor, Esq.
MacGregor & Collins, LLP



Randy Collins, Esq.
MacGregor & Collins, LLP

PROOF OF SERVICE

C.C.P § 1013a(3)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 4675 MacArthur Court, Suite 465, Newport Beach, CA 92660

I declare that I am familiar with the business' practice of collecting and processing mail. On August 28, 2009 I served the foregoing document(s) described as:

Notice of Motion for Attorney Fees

On all interested parties in this action by:

MAIL: placing a true copy thereof for collection and mailing, on the same day as indicated below, in accordance with the ordinary business practice at: 4675 MacArthur Ct., Suite 465, Newport Beach, CA 92660, enclosed in a sealed envelope, with postage fully prepaid addressed as follows:

Jeffrey Salberg, Esq.
Jorgensen & Salberg, LLP
20 Executive Park, Suite 130
Irvine, CA 92614

PERSONAL SERVICE: delivering such document by hand to the addressee as follows:

FACSIMILE: Per CCP §§1005 & 1013. Transmitting such document consisting of ___ pages total including this page, by fax to the number listed below:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 28, 2009, in the city of Newport Beach, California.

Orlando J. Castaño, Jr.