

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

**AUG 02 2022**

BY           A. Prandini            
A. PRANDINI, DEPUTY

1 **SUPERIOR COURT**  
2 **COUNTY OF SAN BERNARDINO**  
3 247 West Third Street, Department S23  
4 San Bernardino, California 92415

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6  
7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SAN BERNARDINO**

9 TOWN OF APPLE VALLEY.

) Case No.: CIVDS1600180

10  
11           Plaintiff,  
12           vs.

) **RULING ON MOTION FOR LITIGATION**  
) **EXPENSES PURSUANT TO CCP**  
) **1268.610**

13 APPLE VALLEY RANCHOS WATER  
14 COMPANY; et al.

15           Defendant,  
16

17  
18           This matter has come before the court for a hearing on a motion by Defendants Jess Ranch  
19 Water Company and Jess Ranch Development Company, Inc. for litigation expenses pursuant to  
20 CCP 1268.610. The court has reviewed and considered the briefs of the parties, as well as, the  
21 arguments of counsel and issues its ruling as follows:  
22

23 **FACTUAL AND/OR PROCEDURAL CONTEXT**

24           On January 7, 2016, Plaintiff Town of Apple Valley filed an eminent domain action  
25 against Apple Valley Ranchos Water Company, now Liberty Utilities (Apple Valley Ranchos  
26 Water) Corp. (hereinafter Liberty), to obtain the water company's water supply and distribution  
27 system within the boundaries of the Town and County.  
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1 Although not named in the action, on April 19, 2016, Defendants Jess Ranch Water  
2 Company, Inc. and Jess Ranch Development Company, Inc. (collectively "Jess Ranch  
3 Defendants") filed answers. On February 16, 2018, the court denied the Town's motion to  
4 strike Jess Ranch Defendants' answer.

5 On November 12, 2021, the court entered an Order of Dismissal and Judgment. The  
6 court found the Town did not have the right to take any property from Liberty and dismissed  
7 the Town's Complaint. The Order/Judgment also stated that under Code of Civil Procedure  
8 sections 1032 and 1268.610 Liberty shall recover its costs and litigation expenses in an  
9 amount to be determined. Notice of Entry of Judgment was filed and served on November  
10 17, 2021.

11 On December 2, 2021, Jess Ranch Defendants filed a Memorandum of Costs, seeking  
12 costs in the total amount of \$3,623. The Town filed a motion to tax costs and strike Jess  
13 Ranch Defendants' Memorandum of Costs. Jess Ranch Defendants oppose.

14 On December 20, 2021, Jess Ranch Defendants separately filed a motion for litigation  
15 expenses under Code of Civil Procedure section 1268.610. They seek \$53,578 in total  
16 litigation expenses, which is comprised of \$49,955 in attorney's fees, including \$3,500 in  
17 attorney's fees for the fee motion, and \$3,623 in costs identified in the Memorandum of Costs.  
18 The Town opposes. Jess Ranch Defendants reply.

## 19 DISCUSSION

### 20 Legal Standard – Costs and Litigation Expenses

21 In general, except as otherwise stated, a prevailing party is entitled, as a matter of  
22 right, to recover costs in any action or proceeding. (Code Civ. Proc., § 1032, subd. (b).)  
23 Allowable costs are set forth in Code of Civil Procedure section 1033.5, and items not mention  
24 may be allowed in the discretion of the court. (Code Civ. Proc., § 1033.5, subd. (c)(4).) Costs  
25 shall be reasonably necessary to the conduct of the litigation and reasonable in amount.  
26  
27  
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