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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

TOYRRIFIC, LLC,

Plaintiff,

v.

EDVIN KARAPETIAN, an individual,  
EDWARD MINASYAN, an individual,  
LENA AMERKHANIAN, an individual,  
and EDO TRADING, INC., a California  
corporation,

Defendants.

Case No. 2:12-cv-04499-ODW(Ex)

**ORDER DENYING MOTION FOR  
ATTORNEYS' FEES WITHOUT  
PREJUDICE [74]**

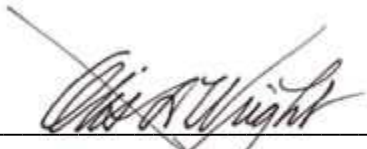
Following the Court's grant of summary judgment in their favor, Defendants moved to recover their attorneys' fees. (ECF No. 74.) Defendants contend that the Settlement Agreement and Mutual General Release underlying this action "provides that the prevailing party in the event of litigation is entitled to recover their [*sic*] reasonable attorneys' fees." (Not. of Mot. 2.) But after Defendants filed their motion, Plaintiff Toyrrific filed a notice of appeal of the Court's summary-judgment ruling to the Ninth Circuit. (ECF No. 76.) An appellate ruling in Toyrrific's favor would abrogate a grant of attorneys' fees to Defendants, as Defendants would no longer be prevailing parties. Thus, in the interest of justice and to prevent needless expense to the parties in briefing a potentially ill-founded motion, the Court **DENIES** Defendants' motion for attorneys' fees **WITHOUT PREJUDICE**. If appropriate,

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Defendants may renew their motion **within 30 days of the entry of the Ninth Circuit's mandate.**

**IT IS SO ORDERED.**

May 15, 2013



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**OTIS D. WRIGHT, II  
UNITED STATES DISTRICT JUDGE**