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2 UNITED STATES DISTRICT COURT
3 FOR THE NORTHERN DISTRICT OF CALIFORNIA
4 OAKLAND DIVISION
5

6 EDNA ESPANOL,

7 Plaintiff,

8 vs.

9 JAMES N. TOOKES, J.N.T. PROPERTIES,
10 INC., and PAUL MING

11 Defendants.

Case No: C 99-3720 SBA

**ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF'S
APPLICATION FOR AND RENEWAL
OF JUDGMENT**

Docket 22

12
13 **I. BACKGROUND**

14 Plaintiff, an attorney, has filed a pro se Application for and Renewal of Judgment. She
15 seeks to extend a stipulated money judgment entered by the Court on February 10, 2000, in favor
16 of Plaintiff against Defendants James Tookes (Tookes), J.N.T. Properties, Inc. (JNT), and Paul
17 Ming (Ming). Under the terms of the parties' stipulation for judgment, (1) Tookes and JNT were
18 to pay \$55,000 by February 10, 2000, and (2) Tookes, JNT and Ming were to pay \$100,000 by
19 May 1, 2000. The agreement provided that timely payment of these amounts would be sufficient to
20 satisfy the judgment. However, in the event that Defendants failed to make either installment,
21 Defendants would assume liability for a judgment in the amount of \$205,000, less any amounts
22 received.

23 In her verified application to renew the judgment, Plaintiff states that Tookes and JNT
24 timely paid \$55,000 on February 10, 2000. On May 6, 2006, Plaintiff accepted the sum of
25 \$110,000 from Ming. Thus, Plaintiff seeks to extend the judgment for another ten years so that she
26 can recover the unpaid balance of the judgment plus interest, for a total amount of \$121,127.37. In
27 addition, Plaintiff seeks \$6,005.71 in attorneys' fees and costs allegedly incurred to enforce the
28 judgment.

1 **II. DISCUSSION**

2 Plaintiff fails to cite any legal authority to support her request. Nonetheless, the Court
3 notes that the law of the forum states controls the time limits applicable to the enforcement of a
4 judgment. See Fed.R.Civ.P. 69(a)(1); Matanuska Val. Lines, Inc. v. Molitor, 365 F.2d 358, 359-60
5 (9th Cir. 1966). Here, the forum state is California, the law of which provides that a money
6 judgment may not be enforced after the expiration of 10 years following the date of entry of the
7 judgment. Cal.Code Civ.P. § 683.020. However, an enforceable judgment may be renewed for a
8 period of 10 years if the renewal is filed before expiration of the judgment. Id. §§ 683.120(a), (b),
9 683.130(a). Filing of the renewal application automatically renews the judgment. Id. § 683.150(a).
10 “In the case of a money judgment, the entry of renewal shall show the amount of the judgment as
11 renewed.” Id.

12 “Interest accruing on an unpaid federal judgment is governed by federal law—even in
13 diversity cases.” See Schwarzer, Tashima & Wagstaffe, Fed. Civ. P. Before Trial, § 1:1130 at 1-
14 107 (TRG 2008). In calculating the rate of prejudgment interest to be awarded, the court should
15 award the rate prescribed by 28 U.S.C. § 1961—the Treasury bill or “T-bill” rate—unless the court
16 “finds, on substantial evidence, that the equities of that particular case require a different rate.”
17 Grosz-Salomon v. Paul Revere Life Ins. Co., 237 F.3d 1154, 1164 (9th Cir. 2001).

18 As noted above, Defendants made an initial payment of \$55,000 on February 10, 2000 and
19 Ming made a payment of \$110,000 on May 6, 2006. Plaintiff claims that the applicable interest
20 rate on the unpaid balance is 6.28%. However, she provides no authority or evidence to establish
21 that 6.28% is the applicable rate for post-judgment interest. Also unsupported is Plaintiff’s request
22 for attorneys’ fees and costs in the amount of \$6,005.71. The judgment states that Plaintiff is
23 entitled to fees and costs “to enforce this judgment[.]” (Judgment ¶ 5.) Under the stipulation for
24 judgment, the stated mechanism for enforcement is “by writ of execution or otherwise in
25 accordance with law.” (Stipulation ¶¶ 4-5, emphasis added.) Yet, there is nothing in the record to
26 show that Plaintiff incurred any fees in seeking a writ of execution. Nor does she provide any
27 explanation or support to establish the reasonableness of the requested fees or that resources
28

1 expended to extend the judgment are tantamount to enforcing a judgment.¹ Moreover, Plaintiff
2 provides no legal authority that an attorney acting pro se is entitled to recovery of attorney's fees
3 under the circumstances presented. Accordingly,

4 IT IS HEREBY ORDERED THAT Plaintiff's Application for and Renewal of Judgment is
5 GRANTED. The amount of the money judgment requested by Plaintiff is DENIED without
6 prejudice. Plaintiff may renew her request provided that she cures the deficiencies noted above.
7 All further matters relating to the requested amount of renewed judgment are REFERRED to the
8 Chief Magistrate Judge or her designation for a Report and Recommendation. This Order
9 terminates Docket 22.

10 IT IS SO ORDERED.

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12 Dated: February 10, 2010


SAUNDRA BROWN ARMSTRONG
United States District Judge

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27 ¹ To the extent that Plaintiff is claiming that she, as an attorney, incurred the equivalent of
28 \$6,005.71 in fees to prepare the instant motion, such request is unreasonable. The papers
submitted by Plaintiff are completely devoid of *any* legal authority to support her various requests
and the evidentiary support is equally lacking.

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UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

ESPANOL,

Plaintiff,

v.

TOOKES, ET AL et al,

Defendant.

_____ /

Case Number: CV99-03720 SBA

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on February 11, 2010, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

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J.N.T. Properties, Inc.
116 East Third Avenue
Tallahassee, FL 32303

Paul W. Ming
838 Tuscumbia Drive
Birmingham, AL 35214

William Robledo Edgar
4611 Malat Street
Oakland, CA 94601

Dated: February 11, 2010

Richard W. Wieking, Clerk

By: LISA R CLARK, Deputy Clerk