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3 UNITED STATES DISTRICT COURT
4 NORTHERN DISTRICT OF CALIFORNIA
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6 LIDIA LEONBERGER,

7 Plaintiff,

No. C 13-1114 PJH

8 v.

**ORDER GRANTING MOTION FOR
ATTORNEYS' FEES**

9 WELLS FARGO BANK, et al.,

10 Defendants.
11 _____/

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13 Defendant Wells Fargo's motion for an award of attorneys' fees and costs came on
14 for hearing before this court on November 13, 2013. Plaintiff Lidia Leonberger ("plaintiff")
15 did not appear at the hearing, nor did she file an opposition to Wells Fargo's motion. Wells
16 Fargo appeared telephonically through its counsel, Viddell Heard. Having read the papers
17 filed in conjunction with the motion and carefully considered the arguments and the relevant
18 legal authority, and good cause appearing, the court hereby GRANTS Wells Fargo's motion
19 for attorneys' fees and costs for the reasons stated in the hearing and as follows.

20 As Wells Fargo points out, both it and plaintiff were parties to contracts that included
21 attorneys' fees provisions (specifically, the note and the deed of trust). California Civil
22 Code § 1717 states that, "where the contract specifically provides that attorney's fees and
23 costs, which are incurred to enforce that contract, shall be awarded," then the prevailing
24 party "shall be entitled to reasonable attorney's fees." The court, like other courts in this
25 district, finds that section 1717's "shall be entitled" language makes the fee award
26 mandatory. See, e.g., Omega v. Wells Fargo, 2012 WL 2249820, at *3 (N.D. Cal. June 15,
27 2012) (citing Hsu v. Abarra, 9 Cal.4th 863, 872 (1995)). Accordingly, the court GRANTS
28 Wells Fargo's motion, and awards it **\$9,725** in fees and costs.

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IT IS SO ORDERED.

Dated: November 13, 2013



PHYLLIS J. HAMILTON
United States District Judge