

1 Nicole Burton

2 [REDACTED]
3 [REDACTED]

4 In Propria Persona

5

6

7

8

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO

9

10

NICOLE BURTON,
Plaintiff/Petitioner

) Case No.: FCS058454

11

vs.

) Response to Respondent's Reply

12

) Cal. Code Civ. Proc. § 527.6

13

MELISSA [REDACTED],
Defendant/Respondent

) DATE: July 10, 2023

14

) TIME: 08:30AM

15

) DEPT: 21

16

17 **[1]**

18 In their response counsel had the opportunity to show a separate
19 agreement and / or payment of legal retainer by the respondent.
20 They did not, because there is no separation of fees and costs
21 from the present case and case FFL16119.

22 Counsel made the choice to accept only one retainer for defense
23 of two cases. Counsel perhaps itemized billing, yet the fact
24 remains only one retainer was provided. The retainer being held
25 in trust, to my knowledge, is a standard operating procedure,
26 and is irrelevant to counsel's argument.

27 The attorney fees were paid, by Karl [REDACTED], for the defense of
28 case FFL16119. This is proven by counsel's own exhibits. The
finding after judgment in that case clearly prevents reclamation
of the fees.

I am not arguing that counsel not be paid for their time and
expertise, rather I am asking the Court to not allow the
respondent and counsel to rewrite their representation agreement
at my expense when this matter was previously determined.

1
2 The agreement, as they provided shows representation of the
3 respondent was based on fees paid by Karl [REDACTED], for case
4 FFL16119. Those funds are not recoverable, as Mr. [REDACTED]
5 abdicated his right to claim them. Ms. [REDACTED] does not have
6 the standing to claim fees, determined in another case, and
7 allege they should be awarded to her household when this matter
8 was already I humbly request the Court to deny this
9 surreptitious attempt to bypass the prior Court's binding
10 decision.

11 [2]

12 The social media posts as included in my response are pertinent
13 to the matter before the Court. Their unseemly and libelous
14 content aside, the document shared by Mr. [REDACTED] specifically
15 describes their collusion to make the legal fees associated with
16 this case greater. The subpoena of Mr. [REDACTED] for this hearing
17 is proper, as one of the authors of the posts, and should be
18 enforced. Reasonable offers of settlement were rejected to
19 increase the potential financial exposure of the plaintiff. Yes
20 it is a continuation of the bullying and harassment by the
21 respondent, but it is also
22 presented for consideration that the respondent ignored the
23 directive of the Court in August of 2022 to make an attempt to
24 reasonably settle this case. While I stand by my position in
25 [1] that the fees are not permissible to be claimed by Ms.
26 [REDACTED], the fees as presented are artificially inflated by the
27 faithless actions of the respondent.

28 [3]

In counsel's initial motion for fees they reference Section 1032
of the Code of Civil procedure in an attempt to bolster their
argument of Ms. [REDACTED] being the prevailing party. In my
response I disagreed. Per counsel's rebuttal dated July 2, 2023
they concede that Section 1032 defines 'prevailing party' as it
relates to matters in a civil settlement and does not apply to
this matter.

This leaves the governing rule to be applied as Section 527.6.
Counsel argues that referenced case, *Steel v Holcomb* (*Steele v.
Holcomb, No. G057931, at *7 (Cal. Ct. App. July 27, 2020)*) should
be disregarded, citing Rule 8.1115 from the California Rules of
Court, yet they are also asking this Court to ignore part b
which allows for an exception when:

(b) Exceptions

An unpublished opinion may be cited or relied on:

When the opinion is relevant under the doctrines of law of
the case (Cal Rules of Court Rule 8.1115)

In *Steele v Holcomb*, the Court ruled that a dismissal does not
create an arbitrary or automatic assignment of prevailing party.
The Court ruled that the Jurist acted within their authority to

1 decline to award attorney fees as Cal Code of Civil Procedure
2 Section 527.6, to insert the words of counsel for emphasis; "is
3 permissible not mandatory."

4 I close with the request the Court deny the motion of the
5 respondent for attorney fees in this matter. Ms. [REDACTED] does
6 not have the standing to claim the fees, the fees are inflated
7 due to the bad faith negotiations of the respondent, and the
8 Court has within its authority to decline to reward the
9 respondent for their admitted action which triggered the request
10 for the TRO, and their prior obstruction to settlement.

11
12 Dated this JULY 5, 2023

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Nicole Burton