

**STATE OF MINNESOTA**  
**COUNTY OF HENNEPIN**

**DISTRICT COURT**  
**FOURTH JUDICIAL DISTRICT**

Zulfe Enterprises, Inc.,  
  
Plaintiff,  
  
v.

CASE TYPE: Contract  
Court File No. 27-CV-12-1920  
The Hon. Tanya M. Bransford

Nieves Riera, Blanca Estela Alejos, La  
Despensa Mex, Inc., New York Plaza Produce  
La Tiendita, Inc., and U.S. Powerbids.com,  
  
Defendants.

**ORDER FOR ATTORNEYS' FEES**

The above entitled action came on for hearing before the Honorable Tanya M. Bransford, District Court Judge, on January 11, 2013, January 14, 2013, January 17, 2013 and January 18, 2013 for Court Trial. The Court entered Findings of Fact, Conclusions of Law, Order for Judgment and Judgment on May 2, 2013 and ordered the Plaintiff to submit an affidavit regarding attorneys' fees and costs as the prevailing party. The record closed on May 10, 2013 upon written submissions of the parties.

Morgan G. Smith, Attorney at Law, appeared on behalf of Plaintiff, Zulfe Enterprises, Inc.

Defendant Nieves Riera appeared pro se.

Karen L. Tarrant, Attorney at Law, appeared on behalf of Defendants, Blanca Estela Alejos and La Despensa Mex, Inc.

Defendant U.S. Powerbids.com was previously dismissed with prejudice by this Court on October 1, 2012.

Now therefore, the Court, based upon all of the files, records, proceedings and arguments of counsel herein makes the following:

**FINDINGS OF FACT**

1. This Court filed Findings of Fact, Conclusions of Law, Order for Judgment and Judgment on May 2, 2013. The Order held that Plaintiff was the prevailing party against Defendant La Despensa Mex, Inc. ("La Despensa") only. Judgment was entered in favor of Plaintiff Zulfe Enterprises, Inc. ("Zulfe") against La Despensa in the amount of \$30,700.00 plus costs and disbursements, including reasonable attorneys' fees. The Court found that no

other parties were liable to Zulfe pursuant to the lease agreement and all other claims were dismissed.

2. As part of the commercial lease, entered into by Zulfe and La Despensa on November 1, 2011, the prevailing party to a dispute would be awarded costs disbursements and reasonable attorneys' fees. See Trial Exhibit 4.
3. This Court Ordered Plaintiff's counsel, Morgan G. Smith, Attorney at Law, to submit an affidavit of attorneys' fees, costs and disbursements consistent with the requirements of Minnesota General Rules of Practice 119.02.
4. On May 10, 2013, Plaintiff's counsel submit an affidavit to the Court attesting to the following facts:
  - a. He was the only attorney who worked on this litigation and charged a flat fee of \$165.00 per hour, which is his hourly rate.
  - b. The total number of hours Plaintiff's counsel worked on the case, including trial, total 43.25 hours. When multiplying the total hours by Mr. Smith's hourly rate the total amount of attorneys' fees was \$7,136.25.
  - c. Plaintiff's counsel did not assess any costs, disbursements or expenses to Plaintiff during the course of the litigation and that there were no charges for duplicate work.

### **CONCLUSIONS OF LAW**

1. Minnesota follows the lodestar method of calculating reasonable attorney fees. *Milner v. Farmers Ins. Exchange*, 748 N.W.2d 608, 620 (Minn. 2008) (citations omitted). The lodestar method requires the district court to determine the number of hours reasonably expended on litigation multiplied by a reasonable hourly rate. *Id.* at 621 (citations omitted) (quotations omitted). "In determining the reasonableness of the hours and the reasonableness of the hourly rates, the court considers all relevant circumstances." *Id.* (citing *State v. Paulson*, 290 Minn. 371, 373, 188 N.W.2d 424, 426 (1971)) (internal quotations omitted).
2. The Court finds that the hours expended and the hourly rate charged by Plaintiff's counsel are reasonable in this matter. First, a flat rate of \$165.00 per hour is not unreasonable. This Court has seen other attorneys charge in excess of \$200.00 per hour – which is not per se unreasonable – but by comparison this Court finds that \$165.00 is very reasonable. Furthermore, upon review of Mr. Smith's affidavit regarding attorneys' fees, counsel discounted his client for duplicate entries even if performed on different days. For example, Mr. Smith listed "communication re remove Ortega" on February 1, February 6 and February 9 of 2012 but only charged for ¼ hour for all three entries. Therefore, the Court finds that the claimed hours and hourly rate is reasonable and Zulfe is entitled to all the attorneys' fees claimed by Plaintiff's counsel.
3. Because Mr. Smith did not assess costs, disbursements or expenses to his client, none shall be ordered by this Court.

**ORDER**

1. Plaintiff Zulfe Enterprises, Inc. is entitled to reasonable attorneys' fees in the amount of \$7,136.25.
2. Judgment shall be amended in favor of Plaintiff Zulfe Enterprises, Inc. and against Defendant La Despensa Mex, Inc. in the total amount of \$37,836.25, which represents the amount of the Judgment plus Plaintiff's reasonable attorneys' fees. Judgment shall be reduced by the amount of any payments made by Defendant La Despensa Mex, Inc., if any.
3. The remainder of this Court's May 2, 2013 Findings of Fact, Conclusions of Law, Order for Judgment and Judgment shall remain in full force and effect.

**LET JUDGMENT BE ENTERED ACCORDINGLY**

**BY THE COURT:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Tanya M. Bransford  
Judge of the District Court  
Fourth Judicial District