

Bond Case Briefs

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CONTRACTS - CALIFORNIA

County of Los Angeles v. Quinn Emanuel Urquhart & Sullivan, LLP

Court of Appeal, Second District, California - October 23, 2025 - Cal.Rptr.3d - 2025 WL 2984701 - 2025 Daily Journal D.A.R. 10,029

County, sheriff's department, and sheriff brought declaratory judgment action against law firm, seeking declaration that there was no valid agreement to arbitrate fee dispute under engagement agreement between sheriff and law firm.

The Superior Court issued preliminary injunction enjoining arbitration, granted summary judgment to county, and denied law firm's motion for leave to file a cross-complaint. Law firm then filed new complaint against county for breach of contract, quantum meruit, promissory estoppel, and open book account, arising out of same fee dispute.

The Superior Court, Los Angeles County, sustained county's demurrer and dismissed complaint. Law firm appealed and cases were consolidated.

The Court of Appeal held that:

- Sheriff did not have authority to execute engagement agreement with law firm on behalf of county board of supervisors to retain firm and set attorney fees that county would pay firm;
- Firm's proposed cross-claims were compulsory and required to be alleged in a cross-complaint;
- Trial court did not err in denying firm's motion for leave to file cross-complaint under compulsory cross-complaint statute; and
- Firm's alleged notices of client's right to fee arbitration that it sent to county, sheriff, and sheriff's department did not satisfy presentation requirements of Government Claims Act.