



## **COURT FINDS NEITHER THE GENERAL OR THE SUBCONTRACTOR “PREVAILING PARTY” IN LAWSUIT AGAINST EACH OTHER**

*In James L. Harris Painting & Decorating, Inc. v. West Bay Builders, Inc.*, the Court of Appeal, held that “on a practical level” neither the general or the subcontractor prevailed in a lawsuit against each other and refused to award attorney fees under the Prompt Payment statutes. Both the painter and the general spent years in court arguing that the other side had breached the contract. At trial, the jury decided that both had in fact breached the contract and awarded no damages to either party. The jury did find that the general had not timely paid the painter, and this finding would have normally triggered an award of fees under the Prompt Payment statutes. The trial court, however, refused to award the painter its attorney fees under the Prompt Payment statutes since the jury awarded no damages. This decision is significant in that Prompt Payment statutes are intended to be “mandatory.” Contractors should not rely upon the Prompt Payment Act to obtain prevailing party attorney fees.



Kimberly J. Wind  
657-622-4708  
[www.HartKingLaw.com](http://www.HartKingLaw.com)

Hart King Attorneys at Law - 4 Hutton Centre Drive, Suite 900 - Santa Ana CA 92707  
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