Tentative Rulings for January 29, 2026
Department 501

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

_____

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(03)

Tentative Ruling

Re: ***Wojtas v. General Motors, LLC***
Case No. 21CECG03068

Hearing Date: January 29, 2026 (Dept. 501)

Motion: by Plaintiffs for Award of Attorney's Fees and Costs

Tentative Ruling:

To grant plaintiffs' motion for attorney's fees in the amount of $13,983.00.

To grant plaintiffs' request for costs in the amount of $1,081.58.

Explanation:

1. As the Prevailing Parties, Plaintiffs Are Entitled to Reasonable Fees and Costs

First, since they are the prevailing plaintiffs in litigation under the Song-Beverly Act, plaintiffs are entitled to an award of their reasonable attorney's fees, expenses and costs incurred in litigating the action. (Civil Code, § 1794, subd. (d).) Here, plaintiffs settled with defendant for over $47,000, plus reasonable fees, expenses and costs to be determined by noticed motion. Therefore, plaintiffs are the prevailing parties and they are entitled to an award of their attorney's fees actually and reasonably incurred in prosecuting the action. Defendant does not dispute that plaintiffs are entitled to an award or their reasonable attorney's fees and, in fact, the settlement agreement expressly contemplates that they will seek an award of fees. Therefore, the only real issue is the amount of fees that plaintiffs should receive.

2. The Motion is Timely

Defendant has argued that the fees motion should be denied as untimely. This argument is without merit. Under California Rules of Court, rule 3.1702(b)(1), a fees motion "must be served and filed within the time for filing a notice of appeal under Rules 8.104 and 8.018 in an unlimited civil case…" Under rule 8.104, a notice of appeal must be filed on or before the earliest of: "(A) 60 days after the superior court clerk serves on the party filing the notice of appeal a document entitled 'Notice of Entry' of judgment or a filed-endorsed copy of the judgment, showing the date either was served; (B) 60 days after the party filing the notice of appeal serves or is served by a party with a document entitled 'Notice of Entry' of judgment or a filed-endorsed copy of the judgment, accompanied by proof of service; or (C) 180 days after entry of judgment." (Cal. Rules of Court, rule 8.104(a)(1), paragraph breaks omitted.)

Here, no judgment has been entered in the case at this time, nor has a notice of entry of judgment been served on the parties. The case has been settled, and a notice of settlement has been filed and served, but no judgment has been entered at this time. Nor has a dismissal been entered. In fact, the settlement offer that plaintiffs accepted

specifically states that a dismissal will only be filed within five days after receiving all payments from GM, and that the issue of attorney's fees will be determined by a noticed motion. Since the issue of attorney's fees has not been resolved and all payments have not yet been made pursuant to the terms of the settlement, the matter has not been resolved and no judgment or dismissal has been entered. Thus, the time to file a motion for attorney's fees has not yet started to run, and the motion is still timely. (*Madrigal v. Hyundai Motor America* (2023) 90 Cal.App.5th 385, 402 [holding that, under the terms of the parties' settlement, defendant manufacturer had a right to dismissal *after* the judgment was paid in full, *including attorney's fees and costs*].)

The fact that plaintiffs' counsel waited two years after the settlement before filing the motion for fees is not ideal, but defendant has not cited to any legal authorities holding that the court can deny a fees motion simply because the moving party was not diligent in filing it. The language of the statute sets forth the timeframes for bringing a motion for attorney's fees. Since plaintiffs brought their motion within the time limits set forth in the statute, the court will not deny the motion based on her delay in filing the motion.

3. Calculating Attorney's Fees

A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." (*Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48.) As our Supreme Court has repeatedly made clear, the lodestar consists of "the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. . . ." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.) While the fee awards should be fully compensatory, the trial court's role is not to simply rubber stamp the defendant's request. (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133; *Robertson v. Rodriguez* (1995) 36 Cal.App.4th 347, 361.) Rather, the court must ascertain whether the amount sought is reasonable. (*Robertson v. Rodriguez*, *supra*, 36 Cal.App.4th at p. 361.) However, while an attorney fee award should ordinarily include compensation for all hours reasonably spent, inefficient or duplicative efforts will not be compensated. (*Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1321.) The constitutional requirement of just compensation, "cannot be interpreted as giving the [prevailing party] carte blanche authority to 'run up the bill.' " (*Aetna Life & Casualty Co. v. City of Los Angeles* (1985) 170 Cal.App.3d 865, 880.) The person seeking an award of attorney's fees "is not necessarily entitled to compensation for the value of attorney services according to [his] own notion or to the full extent claimed by [him]. [Citations.]" (*Salton Bay Marina, Inc. v. Imperial Irrigation Dist*. (1985) 172 Cal.App.3d 914, 950.) The basis for the trial court's calculation must be the actual hours counsel has devoted to the case, less those that result from inefficient or duplicative use of time. (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 395, citing *Ketchum v. Moses*, supra, 24 Cal.4th at p. 1133.)

A. Number of Hours Billed

A review of each billing entry shows that most of the time billed by the attorney timekeepers is not excessive. Counsel billed only 51 hours for four years of work on the

case. The amounts of time spent on most of the tasks is also reasonable. While defendant complains that plaintiffs' counsel uses the same template pleadings and documents in each case, and that counsel should not be compensated over and over again for the same work in every case, plaintiffs are entitled to recover their fees for the time actually and reasonably incurred in prosecuting the action. (Civil Code, § 1794, subd. (d).) Defendant has not shown that plaintiffs' counsel did not actually incur the claimed hours, or that the time spent was excessive and unreasonable. To the extent that plaintiffs' counsel uses templates to prepare documents, the use of such templates is not inherently unreasonable. Indeed, using templates can lead to greater efficiency and save time and money, as the attorneys do not have to "reinvent the wheel" every time they draft a pleading or discovery response. Also, the fact that nine separate timekeepers worked on the case is not necessarily evidence that the fees were excessive or unreasonable.

The attached time records show that most of the billing entries are reasonable. (Exhibit 6 to Jacobson decl.) However, there are a few entries that are excessive and will be reduced.

Mr. Terzian billed 6.5 hours at $350 per hour to drive to and from the mandatory settlement conference. (See Exhibit 6, p. 47, entries for 9/13/23.) This time appears to be excessive and unreasonably incurred, especially since counsel could have appeared by CourtCall or other remote means. The court will not grant this travel time.

Also, plaintiffs' counsel claims to have spent a total of 9.7 hours of attorney time to draft and edit the motion for attorney's fees. (Exhibit 6, pp. 52-53, entries for 9/29/25-10/1/25.) However, since plaintiffs' counsel uses templates for their pleadings and motions, including their motions for attorney's fees, it should not have taken over 9 hours to draft the motion for fees here. The court will only allow plaintiffs to recover four hours to draft the fees motion.

In addition, plaintiffs' request for an additional $4,000.00 for the time spent on reviewing the opposition, preparing the reply, and attending the hearing on the fees motion is excessive and unreasonable. Plaintiffs' counsel does not state how he calculated the amount of fees, who did the work, their hourly rate, and how much time was actually spent to review the opposition, prepare the reply, and attend the hearing. Therefore, counsel has not shown that the request for $4,000 in fees related to the fees motion is reasonable. The court will award three hours of attorney time for these tasks.

B. Reasonable Hourly Compensation

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.) Ordinarily, "'the value of an attorney's time . . . is reflected in his normal billing rate.'" (*Mandel v. Lackner* (1979) 92 Cal. App. 3d 747, 761.)

The "experienced trial judge is the best judge of the value of professional services rendered in his court." (*Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 832.) Based on a consideration of various factors, the trial court may rely on its own expertise and knowledge to calculate reasonable attorney fees. (*Niederer v. Ferreira* (1987) 189 Cal. App. 3d 1485, 1507.) "When the trial court is informed of the extent and nature of the

services rendered, it may rely on its own experience and knowledge in determining their reasonable value." (*In re Marriage of Cueva* (1978) 86 Cal. App. 3d 290, 300.) The court is not limited to the affidavits submitted by the attorney. (*Melnyk v. Robledo* (1976) 64 Cal. App. 3d 618, 625.)

Here, plaintiffs' counsel seeks hourly rates of $300 to $550. These rates are all high for Fresno and will be reduced.

"[I]n the 'unusual circumstance' that local counsel is unavailable," a trial court may award an out-of-town counsel's higher rates. (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 399.) In such rare cases, the justification for awarding the higher rate is that out-of-town rates are needed "to attract attorneys who are sufficient to the cause." (*Ibid*.) At a minimum, therefore, the party seeking out-of-town rates is required to make a "sufficient showing ... that hiring local counsel was impracticable," and the exception is accordingly inapplicable where "no effort was made to retain local counsel." (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1244.)

Here, plaintiffs have not provided a declaration stating what efforts they made to retain local counsel, or that they were unable to find a local attorney with experience in lemon law to represent them, such that they had to resort to hiring an out-of-town law firm that charges higher rates. In fact, they have not provided any evidence at all on the issue of whether they attempted to retain local counsel before hiring a Los Angeles firm. This is unlike the situation in *Horsford*, where plaintiff presented declarations from multiple attorneys with whom plaintiff had spoken and who declined to represent him. (*Horsford*, *supra*, at pp. 398-399.) Accordingly, the court will award fees based on local rates.

The court finds that the reasonable value of the services of Kevin Jacobson, an attorney admitted to the California Bar in 2018 who possesses substantial experience litigating lemon law matters, is $450 per hour.

The court finds that the reasonable value of the services of Kim Anglin, who was admitted to the California Bar in 2002 and who has substantial experience in employment and lemon law, is $400 per hour.

The court finds that the reasonable value of the services of Joshua Kohanoff, who was admitted to the California Bar in 2022 and who has substantial experience in lemon law, is $275 per hour.

The court finds that the reasonable value of the services of Leon Tao, who was admitted to the California Bar in 2020 and who has substantial experience in lemon law, is $300 per hour.

The court finds that the reasonable value of the services of Harry Terzian, who was admitted to the California Bar in 2022 and who has substantial experience in lemon law, is $275 per hour.

The court finds that the reasonable value of the services of Matthew Treybig, who was admitted to the California Bar in 2021 and who has substantial experience in lemon law, is $325 per hour.

The court finds that the reasonable value of the services of Nicholas Yowarski, who was admitted to the California Bar in 2014, and who has substantial experience in lemon law, is $395 per hour.

The court finds that the reasonable value of the services of Derek Chipman, who was admitted to the California Bar in 2018 and who has substantial experience in lemon law, is $310 per hour.

Finally, the court finds that a reasonable value for the services of Alicia Hinton, who was admitted to the California Bar in 2013 and who has extensive experience in consumer law, is $500 per hour.

Accordingly, the court sets the lodestar fees at $13,053.00 for the work done on the case up to the filing of the attorney's fees motion.

Counsel also seeks another $4,000 for fees incurred in reviewing the opposition to the fees motion, preparing a reply, and appearing at the hearing. However, as discussed above, the request for $4,000 for the cost of preparing the reply brief and appearing at the hearing is excessive and should be reduced. The court will award $930.00 in fees based on three hours of time billed at $310 per hour.

Thus, total lodestar fees including the cost of the reply and appearance at the hearing will be $13,983.00.

C. Multiplier

Plaintiff has not sought a multiplier to apply to the lodestar.

D. Total Attorney's Fees Awarded

The court intends to award plaintiffs total attorney's fees of $13,983.00.

4. Costs

Plaintiff seeks costs and expenses of $1,459.18. The costs include $498.31 in filing and motion fees, $150 in jury fees, $295.99 in service of process fees, $144.88 for electronic filing or service fees, and $370.00 for "other" costs (Court Appearance Professionals). (Exhibit 6 to Jacobson decl., p. 55, Memo of Costs.) Plaintiff's memo of costs is sufficient to make a prima facie showing that the costs were reasonably necessary to the litigation, and that the court should approve them. Thus, the burden is on defendant to show that the costs were not reasonably incurred or that they are unreasonable in amount.

Defendant has objected to several individual items on the memo of costs in the total amount of $819.50.

"The right to recover costs of suit is statutory. [Code of Civil Procedure] Section 1032, subdivision (b) 'guarantees prevailing parties in civil litigation awards of the costs expended in the litigation.'" (*Rozanova v. Uribe* (2021) 68 Cal.App.5th 392, 399, citations omitted.) Code of Civil Procedure Section 1033.5 sets forth a list of allowable costs, as well as a number of costs that are not allowed. The court also has discretion to award other costs not specifically listed under section 1033.5 if it determines that they are reasonably necessary to the conduct of the litigation rather than merely convenient or beneficial to its preparation. (Code Civ. Proc. § 1033.5, subd. (c)(2).) "Finally, section 1033.5 requires that the costs awarded, whether expressly allowed under subdivision (a) or awardable in the court's discretion under subdivision (c), must be 'reasonably necessary to the conduct of the litigation rather than merely convenient or beneficial to its preparation' (§ 1033.5, subd. (c)(2)) and also be 'reasonable in amount.' (*Rozanova v. Uribe*, supra, at p. 399, citations omitted.)

"If the items appearing in a cost bill appear to be proper charges, the burden is on the party seeking to tax costs to show that they were not reasonable or necessary. On the other hand, if the items are properly objected to, they are put in issue and the burden of proof is on the party claiming them as costs. Whether a cost item was reasonably necessary to the litigation presents a question of fact for the trial court and its decision is reviewed for abuse of discretion. However, because the right to costs is governed strictly by statute a court has no discretion to award costs not statutorily authorized." (*Ladas v. California State Auto. Assn*. (1993) 19 Cal.App.4th 761, 774, internal citations omitted.) Expenses that are "merely convenient or beneficial" to preparation for litigation are not recoverable. (*Id.* at p. 775.)

However, in Song-Beverly Act cases, Civil Code section 1794, subdivision (d), provides for an award of not only "costs", but also "expenses" to the prevailing buyer if the costs and expenses were reasonably incurred in the commencement and prosecution of the action. Courts have interpreted the term "expenses" to mean that the trial court has discretion to award more than just the costs provided under section 1033.5, and that the court may grant other costs that were reasonably incurred by the buyer in connection with the commencement and prosecution of the action. (*Jensen v. BMW of North America, Inc*. (1995) 35 Cal.App.4th 112, 137-138, [finding trial court should not have denied plaintiff's request for expert witness fees simply because they were not permitted under section 1033.5]; disapproved on other grounds by *Rodriguez v. FCA US, LLC* (2024) 17 Cal.5th 189.)

Here, defendant has objected to several items of costs in plaintiff's memo, contending that they were not reasonable or necessary to the litigation of plaintiff's case and they are not authorized under section 1033.5. However, as discussed above, since plaintiffs are the prevailing parties under their Song-Beverly claims, they are entitled to not only the costs allowed under section 1033.5, but also their "expenses" reasonably incurred in the commencement and prosecution of the action. (Civil Code, § 1794, subd. (d).) Such expenses may include items that are not allowed under section 1033.5, as long as they are otherwise reasonably incurred in the litigation. (*Jensen, supra*, at pp. 137-138.) Therefore, defendant's objections are misplaced to the extent that it contends that the costs should be disallowed because they are not authorized under section 1033.5.

Item 1: $27.50 in Filing and Service Fees: Defendant objects to the $27.50 in filing fees incurred to file and serve plaintiff's settlement conference statement on September 11 and 12, 2023, contending that it should not have to pay this fee because no such statements were filed.

However, plaintiffs *did* filed a settlement conference statement on September 12, 2023. (Court Docket for September 12, 2023.) On the other hand, there is no record of a settlement conference statement filed on September 11, 2023. Therefore, the court will tax this cost item in the amount of $13.70.

Item 5: $265.10 for Serving Subpoenas: Defendant also objects to the $265.10 cost of serving subpoenas on GM's expert witness and non-party dealerships. GM contends that this cost was not necessary, as plaintiffs never sought to depose GM's expert or seek discovery from non-party dealerships. These costs also include rush fees, which GM contends are solely attributable to plaintiffs' counsel's own conduct.

However, GM has failed to submit any evidence showing that the requested service costs for the subpoenas were not reasonable and necessary to the litigation. Therefore, GM has not met its burden of showing that the costs were not reasonable or necessary, and the court will not strike these costs.

Item 2: $150 for Jury Fees: GM moves to strike the $150 jury fee cost, contending that the case settled and never went to trial, so the jury fee was not reasonably necessary to the litigation.

However, jury fees are expressly recoverable under section 1033.5(a)(1). Plaintiffs needed to pay jury fees in order to preserve their right to a jury trial. The fact that the case settled before trial does not make the payment of jury fees unreasonable or unnecessary. Therefore, the court will not tax this cost.

Item 15: $363.90 in OSC Appearance Costs: GM objects to the $363.90 in costs incurred for appearances at OSC hearings incurred after the case settled. GM contends that it should not have to pay for plaintiffs' costs incurred because counsel was not diligent in moving for attorney's fees.

The court intends to tax the cost of the OSC appearances after the case settled, as plaintiffs' counsel engaged in a lengthy and unexplained delay of about two years between the time they accepted the settlement until they finally moved for attorney's fees. Plaintiffs' counsel has not made any attempt to explain why they waited so long to move for their fees. If they had brought their motion promptly after the case settled, it would not have been necessary for them to appear at multiple OSCs for dismissal. Therefore, the court intends to find that the appearance costs were not reasonably incurred, and it will strike $363.90 from the memo of costs.

Item 15: $13.10 for Notice of Change of Address: GM also objects to the $13.10 incurred for a notice of change of address served by plaintiffs' counsel. GM contends that this is a business overhead expense that should not be passed on to GM.

However, plaintiffs' counsel was required to serve a notice of change of address when it changed its location, so the cost was reasonably and necessarily incurred in the litigation. Therefore, the court will not tax this cost.

Summary: The court intends to tax plaintiff's request for costs in the amount of $377.60. The court will grant total costs to plaintiffs of $1,081.58.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/23/2026.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Proe v. Xtreme Manufacturing, LLC***
Case No. 24CECG00068

Hearing Date: January 29, 2026 (Dept. 501)

Motion: by Plaintiff for Final Approval of Class Action Settlement

Tentative Ruling:

To deny the motion, without prejudice.

Explanation:

1. Class Certification

The court has already granted preliminary certification of the class for the purpose of settlement. Nothing has happened since the court made its last order that would cause the court to change its determination that the class should be certified.

2. Fairness and Reasonableness of the Settlement

"In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.' The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Here, the court has already granted preliminary approval of the settlement, including finding that the amount of the settlement is fair, adequate and reasonable. After the court granted preliminary approval of the settlement, the class administrator served notice of the settlement on the class members, and no objections or requests for exclusion have been received. Plaintiff's counsel claims that the class members' lack of objections and requests for exclusion shows that the class agrees that the settlement is fair, reasonable, and adequate.

However, there are a few problems that may undermine a finding of reasonableness here, or at least make such a finding premature. First, the deadline for making objections or requesting exclusion from the settlement was 60 days after the administrator mailed out notice of the settlement. The notice was mailed out on November 10, 2025, so the deadline for objecting or opting out of the settlement was

January 9, 2026. Yet plaintiff filed his motion for final approval on January 6, 2026, three days before the deadline for making objections or requesting an exclusion from the settlement. The class administrator's declaration is dated January 5, 2026, four days before the deadline expired. Thus, it is not clear whether any objections or requests for exclusion were received before the deadline expired. It appears that plaintiff's counsel "jumped the gun" and filed the motion for final approval three days early. Therefore, the court cannot make a finding that no class members have objected to the settlement at this time. Without such a finding, the court cannot make a final determination that the settlement is fair and reasonable based on the lack of any objections.

Also, in the motion for preliminary approval, plaintiff's counsel represented that there were approximately 336 class members, and that there were approximately 9,444 workweeks. Plaintiff relied on these numbers to calculate the defendant's maximum potential damages and represent that the settlement was fair, reasonable and adequate, as well as to calculate the estimated payments to the class members. (See Clark decl., Exhibit 1, Settlement Agreement, p. 7, ¶ 4.1; Motion for Preliminary Approval, pp. 1:23; 4:12; 11:24-25.) However, plaintiff's counsel now states that the number of class members is only 197, and he does not state how many workweeks will be used to calculate the potential damages or the final payments to each class member. (Motion for Final Approval, pp. 2:14-18; 7:26 – 8:1.) Plaintiff's counsel has not explained why the number of class members has been reduced by nearly 50%, or how many workweeks have been used to calculate potential damages and the estimated payment to each class member.

Therefore, the court cannot make a final determination that the settlement is fair, reasonable, and adequate at this time, as the number of class members and workweeks has changed significantly since the motion for preliminary approval was granted. As a result, the court intends to deny the motion for final approval of the settlement, without prejudice.

3. Attorney's Fees and Costs

Plaintiff's counsel seeks attorney's fees of one-third of the gross settlement, or $64,526.67. However, as discussed above, the changes in the number of class members and workweeks, as well as the fact that the deadline for the class members to object or opt out had not yet passed at the time the motion was filed, makes it impossible for the court to grant final approval of the fees and costs at this time.

4. Payment to Class Representative

The court has already preliminary approval of the class representative's incentive payment. However, since plaintiff filed the motion for final approval before the deadline to object expired, the court cannot make a final determination that the class representative payment is fair and reasonable.

5. Payment to Class Administrator

Apex Class Action LLC will receive up to $8,000 to administer the settlement. However, as discussed above, plaintiff filed the motion for final approval before the

deadline to object had expired, so the court cannot grant final approval of the payment to the class administrator.

6. PAGA Settlement

Since the class members have no right to object to the PAGA portion of the settlement, the fact that plaintiff's counsel filed the motion for final approval before the deadline for the class members to object does not necessarily affect the motion to approve the PAGA settlement. However, the fact that plaintiff's counsel has submitted different numbers for the proposed class and has not specified the number of workweeks at issue here may also cast some doubt on the reasonableness of the PAGA settlement, since the class and PAGA settlements are intertwined with each other. Therefore, the court will not grant final approval of the PAGA settlement at this time.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/23/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Houck, et al. v. Humangood, et al.***
Superior Court Case No. 24CECG05489

Hearing Date: January 29, 2026 (Dept. 501)

Motion: by Defendants to Compel Arbitration

Tentative Ruling:

To deny.

Explanation:

Existence of Arbitration Agreement

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505) Thus, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

"[W]hen a petition to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine whether the agreement exists and, if any defense to its enforcement is raised, whether it is enforceable. Because the existence of the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence. If the party opposing the petition raises a defense to enforcement - either fraud in the execution voiding the agreement, or a statutory defense of waiver or revocation (see § 1281.2, subds. (a), (b)) - that party bears the burden of producing evidence of, and proving by a preponderance of the evidence, any fact necessary to the defense." (*Rosenthal v. Great Western Fin. Securities Corp.* (1996)14 Cal. 4th 394, 413.) Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute, and general principles of California contract law guide the court in making this determination. (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534.)

"First, the moving party bears the burden of producing 'prima facie evidence of a written agreement to arbitrate the controversy.' The moving party 'can meet its initial burden by attaching to the [motion or] petition a copy of the arbitration agreement purporting to bear the [opposing party's] signature.' Alternatively, the moving party can

meet its burden by setting forth the agreement's provisions in the motion. For this step, 'it is not necessary to follow the normal procedures of document authentication.' If the moving party meets its initial prima facie burden and the opposing party does not dispute the existence of the arbitration agreement, then nothing more is required for the moving party to meet its burden of persuasion." (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165, citations omitted; see also *Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 218-219.)

"If the moving party meets its initial prima facie burden and the opposing party disputes the agreement, then in the second step, the opposing party bears the burden of producing evidence to challenge the authenticity of the agreement. The opposing party can do this in several ways. For example, the opposing party may testify under oath or declare under penalty of perjury that the party never saw or does not remember seeing the agreement, or that the party never signed or does not remember signing the agreement." (*Ibid*, citations omitted.)

"If the opposing party meets its burden of producing evidence, then in the third step, the moving party must establish with admissible evidence a valid arbitration agreement between the parties. The burden of proving the agreement by a preponderance of the evidence remains with the moving party." (*Id.* at pp. 165–166, citation omitted.)

Here, defendants have met their initial burden by simply submitting a copy of the arbitration agreement between Margaret Houck and defendants. (Isfeld Decl., Ex. A.) The burden then shifts to plaintiffs to challenge the authenticity of the signature by "prov[ing] the falsity of the purported agreement." (*Condee, supra,* 88 Cal.App.4th at p. 219.) However, just as plaintiffs concede, Ms. Houck is deceased and therefore cannot dispute her own signature. Plaintiffs do not otherwise claim that the agreement was not signed by Ms. Houck. Nor do they present any other evidence to indicate as such. Therefore, plaintiffs have not met their burden in challenging the authenticity of the arbitration agreement at issue and defendants need not establish the existence of a valid arbitration agreement with admissible evidence. It is sufficient that defendants met the initial burden of showing that an arbitration agreement between defendants and Ms. Houck exists. (*Id*., at pp. 218-219 ["the court is only required to make a finding of the agreement's existence, not an evidentiary determination of its validity"].)

Mental Capacity to Contract

Plaintiffs also argue that the agreement is unenforceable, because Ms. Houck lacked the mental capacity to enter into a contract at the time she executed the arbitration agreement. Plaintiffs contend that Ms. Houck had dementia and was suffering from cognitive decline over the years.

There is a rebuttable presumption that "all persons have the capacity to make decisions and to be responsible for their acts or decisions." (Prob. Code, § 810, subd. (a); *Sterling v. Sterling* (2015) 242 Cal.App.4th 185, 195.) "A judicial determination that a person is totally without understanding, or is of unsound mind, or suffers from one or more mental deficits so substantial that, under the circumstances, the person should be deemed to lack the legal capacity to perform a specific act, should be based on

evidence of a deficit in one or more of the person's mental functions rather than on a diagnosis of a person's mental or physical disorder." (*Id*., subd. (c), emphasis added.) These mental functions include:

> (1) Alertness and attention, including, but not limited to, the following:
>
> (A) Level of arousal or consciousness.
> (B) Orientation to time, place, person, and situation.
> (C) Ability to attend and concentrate.
>
> (2) Information processing, including, but not limited to, the following:
>
> (A) Short- and long-term memory, including immediate recall.
> (B) Ability to understand or communicate with others, either verbally or otherwise.
> (C) Recognition of familiar objects and familiar persons.
> (D) Ability to understand and appreciate quantities.
> (E) Ability to reason using abstract concepts.
> (F) Ability to plan, organize, and carry out actions in one's own rational self-interest.
> (G) Ability to reason logically.
>
> (3) Thought processes. Deficits in these functions may be demonstrated by the presence of the following:
>
> (A) Severely disorganized thinking.
> (B) Hallucinations.
> (C) Delusions.
> (D) Uncontrollable, repetitive, or intrusive thoughts.
>
> (4) Ability to modulate mood and affect.

(Prob. Code, § 811, subd. (a).)

Moreover, the moving party must also provide "evidence of a correlation between the deficit or deficits and the decision or acts in questions…" (*Ibid.*.) "A deficit in the mental functions listed above may be considered only if the deficit, by itself or in combination with one or more other mental function deficits, significantly impairs the person's ability to understand and appreciate the consequences of his or her actions with regard to the type of act or decision in question." (*Id*., subd. (b).)

Here, the arbitration agreement presented by defendants reflects that Ms. Houck signed the agreement on January 8, 2024. (Isfeld Decl., Ex. 2.) Ms. Houck's primary care physician from 2015 to 2024 has submitted his declaration. (Montana Decl., ¶ 2.) He asserts that Ms. Houck was diagnosed with dementia in 2020. (Id. at ¶ 4.) By October 2020, Ms. Houck was confused and disoriented and required supervision of her finances. (Ibid.) In August 2022, Ms. Houck's dementia was progressing with loss of cognitive function and memory loss. (Id. at ¶ 7.) Since 2022, this condition progressed with increased loss of intellectual functioning and decreased cognitive function. (Id. at ¶ 9.)

Dr. Montana continued to treat Ms. Houck in 2024 and noted she exhibited functional decline due to cognitive loss. (Id. at ¶ 10.) This reduced her ability to express self, understand others, and make decisions. (Ibid.) Dr. Montana opines that in January 2024, Ms. Houck lacked mental capacity to understand the document signed January 8, 2024. (Id. at ¶ 11.)

Plaintiffs have provided evidence sufficient to overcome the presumption that "all persons [such as Ms. Houck] have the capacity to make decisions and to be responsible for their acts or decisions." (Prob. Code, § 810, subd. (a).)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/27/2026.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Cruz v. Mortgage Default Services, LLC***
Case No. 24CECG03048

Hearing Date: January 29, 2026 (Dept. 501)

Motion: by Defendant John Labbett for Summary Judgment or, in the Alternative, Summary Adjudication

Tentative Ruling:

To grant defendant John Labbett's (defendant) motion for summary judgment as to the entire Complaint. Defendant shall submit a proposed judgment consistent with this order within ten days of the date of service of this order.

Explanation:

First and Second Causes of Action: The first and second causes of action allege claims for violation of 18 US.C. section 1962, subdivisions (c) and (d), (the RICO statutes). "In order to secure a conviction under RICO, the Government must prove both the existence of an 'enterprise' and the connected 'pattern of racketeering activity.' The enterprise is an entity, for present purposes a group of persons associated together for a common purpose of engaging in a course of conduct. ... The former is proved by evidence of an ongoing organization, formal or informal, and by evidence that the various associates function as a continuing unit." (*United States v. Turkette* (1981) 452 U.S. 576, 583, citation and footnote omitted.)

"[W]e have identified three characteristics possessed by all RICO enterprises: (1) a common or shared purpose; (2) some continuity of structure and personnel; and (3) an ascertainable structure distinct from that inherent in a pattern of racketeering." (*Handeen v. Lemaire* (8th Cir. 1997) 112 F.3d 1339, 1351, citation omitted.) "To satisfy [the ongoing organization] element, the [plaintiff] must show that some sort of structure exists within the group for the making of decisions, whether it be hierarchical or consensual. There must be some mechanism for controlling and directing the affairs of the group on an on-going, rather than an ad hoc, basis. This does not mean that every decision must be made by the same person, or that authority may not be delegated." (*United States v. Riccobene* (3d Cir.1983) 709 F.2d 214, 222, overruled on other grounds by *Griffin v. United States* (1991) 502 U.S. 46.) "'Structure is "[t]he hallmark of an enterprise.' The requirement of structure 'ensure[s] that RICO's severe penalties are limited to "enterprises consisting of more than simple conspiracies to perpetrate the predicate acts of racketeering."'" (*VanDenBroeck v. Commonpoint Mortg. Co.* (W.D. Mich. 1998) 22 F.Supp.2d 677, 682, citations omitted.) Where the plaintiff did not plead facts showing that there was a decisionmaking mechanism for conducting the group's affairs, the plaintiff did not state a claim for violation of RICO. (*Ibid*.)

Here, defendant has submitted evidence showing that he was not part of an enterprise with the other defendants or anyone else that engaged in a pattern of criminal activities or the collection of an illegal debt. Defendant denies directing, influencing, or

instructing the actions of any other members of the alleged enterprise regarding the loan origination process. He also denies directing anyone else to negotiate or draft the loan documents. He did not direct or instruct anyone with regard to plaintiff's completion or execution of the loan documents. (Defendant's Undisputed Material Fact Nos. 108-137.) He did not dictate or change the terms of the loan, as the loan documents were sent to him already signed by plaintiff. (*Ibid*.) Nor did defendant direct, influence, or instruct by any of the other alleged members of the enterprise. (*Ibid*.) Thus, according to defendant's evidence, he was not part of an "enterprise", and he did not direct or influence the other defendants regarding the loan. As a result, he has met his burden of showing that he is entitled to summary adjudication of the first and second causes of action under RICO.

Plaintiff has not filed opposition or presented any evidence that would raise a triable issue of material fact with regard to whether defendant was involved in a RICO enterprise. Therefore, plaintiff has not met his burden of showing that there is a disputed issue of material fact with regard to the first and second causes of action. Consequently, the court intends to grant summary adjudication of the first and second causes of action in favor of defendant Labbett.

Third Cause of Action: In the third cause of action for violation of Civil Code section 1671, plaintiff has alleged that the loan violated section 1671, which prohibits liquidated damages provisions in consumer loan agreements, because it states that an 8% per annum default interest rate shall apply to the entire outstanding principal prior to the date of maturity for the loan after the first event of default. (*Honchariw v. FJM Priv. Mortg. Fund, LLC* (2022) 83 Cal.App.5th 893, 905.)

However, according to defendant's evidence, he has only sought to charge default interest under the note after the extended maturity date of the note, which was March 1, 2024. (UMF No. 140, and Defendant's Exhibit 26.) He also denies applying any of the payments to the default interest. (UMF No. 141.) The default interest rate provision of the note is also subject to a severability clause, so the court may disregard the illegal default interest provision to the extent that it conflicts with the law. (UMF No. 138, Labbett decl., Exhibit 3.) Thus, defendant has presented evidence showing that plaintiff cannot prevail on his Civil Code section 1671 claim.

Since plaintiff has not filed opposition or provided any evidence to raise a triable issue of material fact with regard to the third cause of action, the court should grant summary adjudication of the third cause of action.

Fourth Cause of Action: Next, defendant moves for summary adjudication of the fourth cause of action for rescission under 15 U.S.C. section 1635, the federal Truth in Lending Act (TILA). The TILA only applies to consumer credit transactions, not business transactions. (15 U.S.C.A. § 1603(1); *In re Fricker* (1990) 113 B.R. 856, 866.)

Here, according to defendant's evidence, plaintiff repeatedly represented in the loan application documents that he was seeking the loan from defendant for a business purpose, namely to refinance the property that he was using as a rental unit, and in which he did not reside. (UMF Nos. 30-67, Exhibits 3 and 15 to Labbett decl.) Under Financial Code section 22502, defendant was entitled to rely on plaintiff's representations in the loan application that the loan was for business purposes, that he was using the loan money to refinance the property so that he could use it as a rental unit, and that he did

not reside at the property. (Financial Code, § 22502.) Defendant states that he relied on plaintiff's representations, and that he had no idea that plaintiff was actually living on the property and that he was using the loan to pay his own personal expenses. (UMF Nos. 68-71.) He would not have agreed to make the loan to plaintiff if he had known that plaintiff was going to use the money for consumer purposes. (UMF No. 71.)

Thus, defendant has met his burden of providing facts showing that he reasonably believed that the loan was made for business purposes, and that he never intended to make a consumer loan to plaintiff. He has also met his burden of showing that plaintiff should be estopped from claiming that the loan was made for consumer purposes, as he repeatedly misrepresented to defendant that he was not seeking a consumer loan, and that the loan was only for business purposes. (*In re Stipetich* (2003) 294 B.R. 635, 644-646.) Defendant also reasonably relied on plaintiff's representations. Therefore, defendant has met his burden of showing that plaintiff should be estopped from claiming that the loan was a consumer loan rather than a business loan.

Plaintiff has not filed opposition, so he has not met his burden of showing the existence of a disputed issue of material fact with regard to the fourth cause of action. As a result, defendant is entitled to summary adjudication of the fourth cause of action.

Fifth Cause of Action: Plaintiff seeks declaratory relief regarding the validity of the promissory note and deed of trust. (Complaint, ¶ 57.) He claims that a controversy exists between the parties regarding the validity of the default interest provision of the note, as well as the plaintiff's right to rescission and the validity of the deed of trust. (*Id*. at ¶ 56.) However, defendant has met his burden of showing that he did not charge an illegal default interest rate, as he did not charge or collect default interest on the note's principal until the note's maturity date of March 1, 2024. (UMF Nos. 154, 155.) Defendant is allowed to charge default interest on the principal balance of the loan after the maturity date of the loan. (*Honchariw v FJM Private Mortgage Fund, LLC* (2022) 83 Cal.App.5th 893, 904-905.) Plaintiff has not submitted any evidence that would tend to rebut defendant's showing or raise a triable issue of fact with regard to the validity of the default interest rate, which was only applied after the loan had fully matured. Therefore, defendant is entitled to summary adjudication of the issue of whether the loan's default interest rate was valid or not.

Likewise, defendant has met his burden of showing that plaintiff is not entitled to rescission of the loan agreement and deed of trust. Plaintiff has alleged that he is entitled to rescind the loan agreement under the TILA. However, as discussed above, the plaintiff repeatedly represented to defendant that he wanted a business loan to refinance a rental property that he was using as an investment, and that he did not reside on the property. Defendant was entitled to rely on these representations, and he did in fact rely on them. Since the TILA is inapplicable to business loans, plaintiff is not entitled to rescind the loan agreement. Plaintiff has not filed opposition or presented any evidence to rebut defendant's evidence that he falsely represented that he wanted the loan for commercial rather than consumer purposes. Therefore, defendant is entitled to summary adjudication of the fifth cause of action for declaratory relief.

All causes of action having been summarily adjudicated in defendant's favor, the motion for summary judgment is granted.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/27/2026.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Garrett Sons v. Grand Design RV, LLC***
Superior Court Case No. 23CECG03167

Hearing Date: January 29, 2026 (Dept. 501)

Motion: by Plaintiff for Attorney's Fees

Tentative Ruling:

To grant and award the sum of $59,977.50 in attorney's fees to the Law Office of Jeffrey L. Le Pere. To award $6,651.41 in costs. Together, the total award amounts to $66,628.91. The total award shall be paid by defendants within 30 days of the clerk's service of this order.

Explanation:

Legal Standard for Attorney's Fees Motion

The amount of attorney's fees awarded is a matter within the court's discretion. (*Clayton Development Co. v. Falvey* (1988) 206 Cal.App.3d 438, 447.) In determining the reasonable amount to award, "the court should consider ... 'the nature of the litigation, its difficulty, the amount involved, the skill required and the skill employed in handling the litigation, the attention given, the success of the attorney's efforts, his learning, his age, and his experience in the particular type of work demanded [citation]; the intricacies and importance of the litigation, the labor and necessity for skilled legal training and ability in trying the cause, and the time consumed.'" (*Ibid*.) An award of costs must be "reasonably necessary to the conduct of the litigation" and shall be "reasonable" in amount. (Code Civ. Proc. § 1033.5 subds. (c)(2) and (c)(3).) Plaintiffs as the moving party bear the burden to prove the reasonableness of the number of hours devoted to this action. (*Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1325.) A trial court may not rubberstamp a request for attorney fees, and must determine the number of hours reasonably expended. (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271.) A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." (*Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48.) Lodestar refers to the "number of hours reasonably expended multiplied by the reasonable hourly rate" of an attorney. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096.)

Calculating the Fees

1. Number of Hours Reasonably Expended

a. Clerical Work

"[P]urely clerical or secretarial tasks should not be billed …, regardless of who performs them." (*Missouri v. Jenkins* (1989) 491 U.S. 274, 288.) Defendants criticize the billing as containing administrative or clerical tasks, suggesting that many entries "reflect scheduling, confirmations, Zoom/Teams links, follow-ups, transmitting exhibits, forwarding email strings, confirming deposition logistics, and surrender appointments." (Grand Design Opp., 7:27-28, 8:1.) However, defendants do not point to any specific entries. Upon review of the billing records, it appears that counsel tended to do much of his own scheduling and follow-ups, leading to a number of calls and e-mails in this vein. Many entries are to "prep email to…" – some of them may have required more substance, but others appear to be routine clerical tasks. For example: "prep email to client re: status of filing" (08/08/2023); "prep email to client re: picking up coach" (02/21/2024); "prep email to clients re: depo notice" (06/10/2024); "send draft discovery responses and verifications to clients to review and sign" (07/02/2024). Accordingly, the court disallows 2.5 hours of timekeeper JLL as clerical, for a reduction of $1,375.00.

b. Allegations of Duplication and Overbilling

Defendants suggest that multiple same-day or near-daily repetitive e-mails and/or phone calls to different recipients should have been consolidated instead of individually billed, as serial "send/receive" billing for the same issue inflates time. It does appear that the firm bills for every task separately, so there are a lot of .1 entries on the same dates that could and should have been combined. While this may be preferable to amorphous block billing, the time entries (at least as they pertain to communications) do seem unreasonably overbilled. Accordingly, the court disallows 5.5 hours of timekeeper JLL as duplicative and overbilled, for a reduction of $3,080.00.

c. Law and Motion Practice

Defendants argue that the plaintiff's sole motion to enforce settlement was ultimately withdrawn, and disagree that it was a necessary motion as the settlement funds were sent but unfortunately to an incorrect address. While it appears to have been an unfortunate miscommunication that lead to the motion, it does appear that it was necessary to facilitate case progression. Mr. Le Pere submits in his declaration that he reached out to defendant Lippert on multiple occasions regarding the status of the funds without receiving a response, which could have prevented the need for the motion. (Le Pere Decl., ¶¶ 20-24.)

d. Deposition and Discovery

Defendants take issue with plaintiff's counsel's time spent in preparation of the deposition and discovery requests and responses. However, the court is not convinced that these practices were excessive, prolonged, or unsuccessful.

2. *Reasonable Hourly Compensation*

Counsel submits for consideration a total of 88.2 hours billed across two (2) timekeepers: Mr. Jeffrey L. Le Pere (73.7 hours) and Ms. Rebecca Schaerer (14.5 hours). Mr. Le Pere's rate is set at $625.00/hour and Ms. Schaerer's rate is set at $475.00/hour. The court finds that the hourly rates are high. The reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group v. Drexler*, *supra*, 22 Cal.4th at p. 1095.) The rate is measured in the market place, and reflects several factors: the level of skill necessary, time limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case. (*Shaffer v. Superior Court* (1995) 33 Cal.App.4th 993, 1002.)

Where a party is seeking out-of-town rates, he or she is required to make a "sufficient showing…that hiring local counsel was impractical." (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1244.) The only evidence provided in support of this is the declaration of Ms. Vanessa Sons, plaintiff's wife. She attests that "[w]e were unable to locate a local, experienced attorney who would take the case. My husband and I retained Jeffrey Le Pere." (Sons Decl., ¶ 6.) This is not a sufficient showing.

However, another consideration is the experience, skill, and reputation of the attorney requesting the fees. (*Heritage Pacific Financial LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009.) The moving party must provide admissible evidence of these considerations. (*Ibid*.) Where a party fails to submit sufficient evidence as to the services provided by its attorneys, or their qualifications or experience to support the requested billing rates, the trial court has discretion to deny a motion for attorney's fees. (*Ajaxo Inc. v. E*Trade Group, Inc.* (2005) 135 Cal.App.4th 21, 65.) Here, the showing relating to the experience, skill qualifications and reputation of the professionals who worked on this case is made in the declaration of Jeffrey L. Le Pere. Mr. Le Pere attests to his extensive experience in the area of lemon law, especially as it pertains to RVs, which would warrant a higher hourly rate. (Le Pere Decl., ¶¶ 31-40.) However, there is no evidence as to the experience of Ms. Schaerer. Mr. Le Pere offers a single paragraph with generic statements as to Ms. Schaerer's qualifications, which is insufficient to support her requested billing rate. "An affidavit based on 'information and belief' is hearsay and must be disregarded." (*Star Motor Imports, Inc. v. Superior Court* (1979) 88 Cal.App.3d 201, 204.) Accordingly, only Jeffrey L. Le Pere's time will be awarded.

While Mr. Le Pere is entitled to a higher billing rate, $625.00 is excessive, especially when considering that the billing records reflect no secretarial or administrative assistance and all entries are billed at Mr. Le Pere's rate. The court will set Mr. Le Pere's rate at $550.00.

3. Lodestar Multiplier

Plaintiff seeks a 0.5 multiplier to apply to the lodestar. A multiplier enhancement to the lodestar "is primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases as a class." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) A multiplier may also be applied where the attorney has shown extraordinary skill, resulting in exceptional results. (*Ibid.*; *Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 582.) Courts have substantial discretion to select the factors they deem relevant to their multiplier analysis. (*Lealao v. Beneficial California, Inc*. (2000) 82 Cal.App.4th 19, 40–41.)

The factors include: (1) the novelty and difficulty of the questions involved and the skill displayed in presenting them; (2) the extent to which the nature of the litigation precluded other employment by the attorneys; and (3) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. (*Robertson v. Fleetwood Travel Trailers of California, Inc*. (2006) 144 Cal.App.4th 785, 819.)

a. Novelty and Complexity of the Issues and Skill Displayed

While the facts underlying this action do not seem to be very novel or complex in their nature, counsel is an experienced attorney who applied the skills and experience he has obtained over the years in this specialized area to obtain favorable results for his client. While the skill displayed by plaintiffs' counsel was good, it was not necessarily extraordinary. Counsel's hourly rates as reduced are adequate compensation.

b. The Contingent Nature of the Case

This is the most important factor in awarding a multiplier. Our Supreme Court has explained: "[The multiplier] for contingent risk [brings] the financial incentives for attorneys enforcing important constitutional rights . . . into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis." (Ketchum, supra, 24 Cal.4th at p. 1138.) The court further noted that applying a fee enhancement does not inevitably result in a windfall to attorneys: "Under our precedents, the unadorned lodestar reflects the general local hourly rate for a fee-bearing case; it does not include any compensation for contingent risk … The adjustment to the lodestar figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees." (Ibid; see also Horsford v. Board of Trustees, supra, 132 Cal. App. 4th at pp. 399-400.) This factor weighs in favor of a multiplier.

c. The Results Obtained

Plaintiff's counsel obtained a favorable result for plaintiff. This factor weights in favor of a multiplier.

d. Preclusion of Other Work

There is no evidence that plaintiff's attorneys were unable to take other work because they were working on plaintiff's case.

Considering all of the lodestar factors, the court will impose a multiplier in favor of plaintiff's counsel – the full 0.5 multiplier counsel requests. This compensates counsel for the risk of taking the case on a contingent fee basis and the favorable results they achieved, but also takes into account the fact that the case may be considered a fairly routine lemon law action that did not greatly hamper counsel's ability to litigate other cases.

4. Costs and Expenses

This is a case under Civil Code 1794, which permits a court award of both "costs and expenses." These costs may be claimed via a memorandum of costs. (*Levy v. Toyota Motor Sales, U.S.A., Inc.* (1992) 4 Cal.App.4th 807, 816.) Moreover, they must be challenged factually if they appear on their face to be proper costs. (*Ibid*.)

Defendants challenge the costs as excessive. The only cost they specifically address is the "expert witness fee." Defendants offer no factual basis to support this contention. Plaintiff provided copies of the invoice demonstrating the charges from Craig Consulting Group, Inc. (Notice of Lodgement of Exhibits, Exh. D.) Mr. Le Pere fronted all costs in connection with this litigation. (Sons Decl., ¶ 12, Le Pere Decl., ¶ 3.) The costs appear to be legitimate and reasonable in amount, and will be awarded as requested.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/27/2026.
(Judge's initials) (Date)