

TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, October 14, 2026 at 3:00 p.m.

Courtroom 18 – Hon. Dana Simonds

Civil and Family Law Courthouse

3055 Cleveland Avenue

Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6724**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:

Meeting ID: 160—739—4368

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Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 26CV05158, Ice-Krushinsky v. CSAA Insurance Exchange

Plaintiffs’ motion to compel production of documents is **GRANTED** in part and **DENIED** in part. Plaintiffs’ request for a privilege log is **GRANTED**. Plaintiffs’ request for further document production is **DENIED**.

The Court’s minute order shall constitute the order of the Court.

Analysis:

The dispute between these parties is currently in arbitration. It is unclear from the record before the Court what claims or defenses have been raised in arbitration, but the parties have represented that this is “an uninsured motorist dispute” following a motor vehicle collision. Plaintiffs filed a petition in this Court pursuant to Insurance Code § 11580.2(f), which allows parties to an arbitration to petition the Court for resolution of discovery disputes.

According to Plaintiffs, they propounded “formal discovery demands” for their “claim file.” Plaintiffs have not submitted the discovery demand they propounded upon Defendant nor Defendant’s written response. Accordingly, the Court must only assume from the separate statement submitted with Plaintiffs’ motion that it was a demand for inspection/production of documents. Considering that Defendant has not objected to the demand itself being improper or in improper form, the Court will assume it was not.

It appears Plaintiffs propounded 10 document production demands on Defendant. With these demands, Plaintiffs not only sought the entire master claim file related to the claim, but also the metadata and audit trails to see if and by whom the file was altered. Plaintiffs have not represented that they have raised any bad faith claims against Defendants. There is nothing in the record to indicate that any bad faith claims are at issue in the underlying arbitration.

Plaintiffs claim they are informed that the complete file is 1,871 pages, but that Defendant only produced 1,243 pages, withholding 628 pages. Plaintiffs have not adequately explained how these figures were reached. It appears that, perhaps, the documents in the claim file were Bates stamped.

Regarding Plaintiffs’ request for an order compelling Defendant to produce the complete unredacted claim file, this request is denied. Plaintiffs have not shown good cause for these documents. They argue simply that they are entitled to every page of the claim file, but they have not cited any authority entitling them to such. They point to Insurance Code § 2071, but that section does not assist Plaintiffs as it simply provides a standard form for a fire insurance policy.

Plaintiffs are entitled to unprivileged discovery that is responsive to their production demands, provided those demands are sufficiently calculated to lead to the discovery of admissible evidence. Defendant has raised privilege and work product objections. Accordingly, it is not apparent at this time that Plaintiffs are entitled to the remaining 628 pages of the claim file. However, CCP §2031.240(c)(1) requires a responding party who is objecting on the basis of privilege or work product to “provide sufficient factual information for other parties to evaluate the merits of that claim, including, if necessary, a privilege log.” Defendant has not done so and is now ordered to do so.

Moreover, in so far as Plaintiff is requesting this Court order Defendant to provide any of the documents or information sought in Requests Nos. 2, 3, 5, 6, 8, 9, or 10, that request is denied. Those requests seek metadata, native format documents, activity logs, audit trails, Defendant’s internal policies/procedures/communications, etc. It is clear from Plaintiffs’ stated reasoning for compelling further document production that Plaintiff seeks such information to decipher whether there are grounds for a bad faith claim. However, there is nothing in the record before this Court to indicate that these types of claims are at issue. Accordingly, Plaintiffs have not shown good cause for such information.

2-3. 24CV06399, Miller v. Epic Ventures Holdings, Inc.

1. Defendant Epic Ventures Holdings, Inc.’s Motion for Summary Judgment, or in the Alternative, Summary Adjudication

Defendant Epic Ventures Holdings, Inc. (“Epic”)’s motion for summary judgment is **DENIED**.

Defendant's alternative motion for summary adjudication is **DENIED**. Plaintiff's request for judicial notice is **DENIED**.

Plaintiff's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Evidentiary Objections:

Plaintiff's objections numbers 2, 3, 4, 5, 7, 8, 9, 10, 11, and 15 are **SUSTAINED**. Vivian Zhu testifies to matters not within her own knowledge on behalf of Epic, but Ms. Zhu is not employed by Epic and does not purport to be an agent or principal of Epic. She has not established the personal knowledge required to make such statements. In so far as Plaintiff's objections are made to Ms. Zhu's statements regarding her own personal knowledge, they are **OVERRULED**. All other objections made by Plaintiff are **OVERRULED**.

Background and Summary:

On April 12, 2023, Plaintiff Helen Miller and her son, Michael Stanford, decided to walk from their home to a nearby Mexican restaurant for dinner. (Undisputed Material Facts "UMF," 1.) When they approached the shopping center in which the restaurant was located, they decided to take a shortcut through a grassy hill instead of using the nearby staircase. (UMF, 12-20.) As they were crossing the grassy hill, Plaintiff tripped on a hole in the grass and fell. She was not looking down at the time, she had not seen the hole before tripping on it and did not see the hole afterward. (UMF, 21-29.) Her son returned and took photos of the hole a few days after the incident. (Plaintiff's Additional Material Facts "PAMF," 16.)

The property on which the incident occurred is owned by Defendant Epic Ventures Holding, Inc. (UMF, 54.) WBI Asset Management LLC is the property manager for the property. (UMF, 54.) Vivian Zhu is the operations manager for WBI's parent company. Defendant has submitted the declaration of Ms. Zhu in support of the motion. However, the Court has sustained Plaintiff's objections to a large portion of the declaration, as explained above. In the admissible portions of her declaration, Ms. Zhu testifies that she did not know of any hole in the grassy hillside. The first time that she was notified of it was after receiving the demand letter in relation to this case. She did not create the hole and does not know how the hole was created. She also testifies that she is responsible for the engagement of landscaping contractors on behalf of Defendant and Defendant retained a licensed landscape contractor, LandCare USA, LLC, ("LandCare") to perform landscaping services at the property. Under the terms of the contract, LandCare was responsible for monitoring, inspecting, and maintaining landscaped areas at the Property. She testifies that LandCare regularly performed landscaping maintenance services at the property pursuant to the contract.

Plaintiff asserts causes of action against Defendant for (1) General Negligence and (2) Premises Liability. Defendant herein moves for summary judgment, or in the alternative, summary adjudication of Plaintiff's causes of action against it. For the reasons stated below, the motion is denied.

Analysis:

I. Defendant Has Failed to Meet its Initial Burden of Showing a Lack of Triable Issue of Material Fact

“The elements of a negligence claim and a premises liability claim are the same: a legal duty of care, breach of that duty, and proximate cause resulting in injury.” (*Kesner v. Superior Court* (2016) 1 Cal.5th 1132, 1158.) “Premises liability ‘is grounded in the possession of the premises and the attendant right to control and manage the premises’; accordingly, ‘mere possession with its attendant right to control conditions on the premises is a sufficient basis for the imposition of an affirmative duty to act.’” (*Ibid.*) Since both of Plaintiff’s causes of action involve the same elements, the Court will analyze them together.

A. *Actual or Constructive Knowledge*

Because the owner is not the insurer of the visitor's personal safety...the owner's actual or constructive knowledge of the dangerous condition is a key to establishing its liability. Although the owner's lack of knowledge is not a defense, “[t]o impose liability for injuries suffered by an invitee due to [a] defective condition of the premises, the owner or occupier ‘must have either actual or constructive knowledge of the dangerous condition or have been able by the exercise of ordinary care to discover the condition, which if known to him, he should realize as involving an unreasonable risk to invitees on his premises....’”

(*Ortega v. Kmart Corp.* (2001) 26 Cal.4th 1200, 1206.) Defendant argues that there is no triable issue of material fact regarding whether Defendant had actual or constructive knowledge of the defect in the property and that the evidence establishes that it had neither. Defendant relies on the declaration of Ms. Zhu in support of its position that it did not have actual or constructive knowledge of the hole in the grass. Plaintiff’s objections to that evidence have been sustained. Ms. Zhu has not established her qualification to testify upon matters within the actual or constructive knowledge of Defendant. Ms. Zhu’s testimony regarding her own knowledge of the hole and the retention of a landscaping contractor does not establish the lack of triable issue of material fact regarding actual or constructive knowledge. Accordingly, Defendant has failed to meet its initial burden of proof.

B. *Breach of Duty*

Defendant argues that it did not breach its duty of care because it is not required to keep its property in perfect condition, because Plaintiff’s injury was unforeseeable since she chose to walk over the grassy hill instead of the paved walkway available to her, and because Defendant exercised reasonable care in hiring a landscaping contractor. Defendant’s recitation of the legal duty imposed upon landowners is correct. However, the evidence submitted in support of these arguments does not establish the lack of triable issue of material fact. Defendant has simply supplied evidence that it retained a landscape contractor who “regularly performed maintenance services on the property.” This evidence is insufficient to establish a lack of triable issue of material fact regarding reasonable care. Defendant’s evidence regarding Plaintiff’s choice to walk the grassy hill rather than the paved walkway does not establish a lack of triable issue of material fact regarding foreseeability.

C. *“Open and Obvious”*

Defendant finally argues that property owners generally have no duty to warn of open and obvious

dangers. It argues that the risk of traversing a grassy slope is open and obvious; therefore, it had no duty to warn of the existence of a hole in the grass.

[T]he obviousness of a condition does not necessarily excuse the potential duty of a landowner, not simply to warn of the condition but to rectify it. The modern and controlling law on this subject is that “although the obviousness of a danger may obviate the duty to warn of its existence, if it is foreseeable that the danger may cause injury despite the fact that it is obvious (e.g., when necessity requires persons to encounter it), there may be a duty to remedy the danger, and the breach of that duty may in turn form the basis for liability....”

(*Martinez v. Chippewa Enterprises, Inc.* (2004) 121 Cal.App.4th 1179, 1184.) Importantly, Defendant is not arguing that the hole was open and obvious. It is arguing that the risk of traversing a grassy slope is open and obvious. This argument speaks more to whether Plaintiff assumed the risk of traversing a grassy hill than whether Defendant had a duty to warn of the existence of the hole. It is not a persuasive argument and does not establish the lack of triable issue of material fact.

2. Cross-Defendant LandCare USA, LLC’s Motion for Summary Judgment, or in the Alternative, Summary Adjudication

Cross-Defendant LandCare USA, LLC’s motion for summary judgment is **GRANTED**.

Defendant Epic Ventures Holdings, Inc.’s objections to the Declaration of Jose Hernandez are **SUSTAINED**.

Cross-Defendant’s counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Background and Summary:

On October 23, 2024, Plaintiff Helen Miller (“Plaintiff”) filed suit against Defendant Epic Ventures Holdings, Inc. (“Epic”) alleging that Plaintiff stepped into an unmarked hole and suffered injuries to her left ankle and leg at a property owned and managed by Epic: 52 Mission Circle, Santa Rosa, CA. (Undisputed Material Fact “UMF,” 1.) On February 3, 2025, Epic filed a cross-complaint against LandCare USA, LLC (“LandCare”) for (1) comparative negligence, (2) equitable indemnity, (3) breach of contract, (4) implied contractual indemnity, and (5) declaratory relief. LandCare provides landscape management services for Epic’s property, Mission Plaza, located at 52 Mission Circle, Santa Rosa, CA. (UMF, 3.)

Epic and LandCare’s Landscape Management Agreement is dated July 21, 2022. (Def. Additional Material Facts “DAMF,” 3.) The agreement incorporates landscape-maintenance specifications requiring inspection and policing of turf for litter and debris before mowing and regular mowing during active growth. (DAMF, 52.) Specifications section 7.0(F) also requires regular site inspections and discussions of problems found with the owner. (DAMF, 69.) The agreement separately requires rodent monitoring and notification of problems under section 5.0(C)(i). (DAMF, 53.) The Agreement states that “Contractor [LandCare] is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees.” (UMF, 24.)

LandCare admits the agreement was in effect on April 12, 2023, the date of the incident, and admits

its inspection obligation included observing and reporting dangerous ground conditions, including holes. (DAMF, 51-52.) Epic's claims arise from LandCare's alleged failure to inspect for and report dangerous ground conditions. The causes of action for indemnity arise from LandCare's responsibilities to identify, advise and cone off any hole. The third cause of action pleads the incorporated landscape-management scope and alleges nonperformance of LandCare's responsibilities.

LandCare submits that Epic admits it does not know what caused the subject hole, but speculates that it was a rodent hole and that Epic has presented no evidence that the hole was a rodent hole. (UMF, 7-8.) Epic responds that LandCare's responsibility to inspect and report does not depend on who or what created the hole and that its contractual obligations to inspect and police the grounds included observing and reporting dangerous ground conditions, including holes. However, as will be discussed further below, the burden of proof on this motion shifted to Epic and Epic has not presented evidence that would establish a triable issue of material fact regarding whether LandCare breached its contractual duties or whether it breached the standard of care.

Analysis:

I. LandCare Has Shown a Lack of Triable Issue of Material Fact through Factually Devoid Discovery Responses

LandCare argues that Epic's responses to its written discovery fail to establish a triable issue of material fact. It argues that the responses are factually devoid and that Epic has failed to produce documentation in support of its claims. It is true that a moving defendant may rely on factually devoid discovery responses to shift the burden of proof on summary judgment. (*Union Bank v. Superior Court* (1995) 31 Cal.App.4th 573, 590; *Andrews v. Foster Wheeler LLC* (2006) 138 Cal.App.4th 96, 107.) LandCare has done so here.

LandCare propounded Special Interrogatories and Requests for Production of Documents on Epic. LandCare's Special Interrogatories asked Epic to state all facts in support of each of the causes of action asserted against LandCare in the Cross-Complaint. As relating to LandCare's liability, Epic responded simply "Propounding Party had failed to monitor the rodent activity and no notifications of problems or recommendations for control measures were ever made." It repeated this same response in relation to each cause of action. This response does not state any facts. It merely restates the allegations of the complaint.

LandCare's Special Interrogatories ask Epic to identify all persons who have knowledge of facts that support Epic's causes of action and Epic simply pointed to LandCare's person most qualified and Epic's person most qualified, without specifically identifying any individuals. They also asked Epic to identify any documents that support its contentions, and Epic simply identified the contract between Epic and LandCare and the documents produced by Plaintiff regarding her own claims. Epic also stated, "it is likely that maps and aerial photographs from the internet will be reviewed in the course of the investigation, any of these documents are equally available to all parties." In response to LandCare's document production demand, Epic only identified the contract between the parties and Epic's insurance declaration page.

"[A]s a matter of law...plaintiffs' responses to comprehensive discovery must fully disclose the evidence known to them at the time of their responses." (*Andrews v. Foster Wheeler LLC* (2006)

138 Cal.App.4th 96, 106.) “If plaintiffs respond to comprehensive interrogatories seeking all known facts with boilerplate answers that restate their allegations, or simply provide laundry lists of people and/or documents, the burden of production will almost certainly be shifted to them once defendants move for summary judgment and properly present plaintiffs’ factually devoid discovery responses.” (*Ibid.*)

The Court agrees with LandCare that Epic’s discovery responses are so factually devoid as to shift the burden of proof on this motion to Epic to establish a triable issue of material fact. As is explained below, Epic has failed to do so.

II. Epic Has Failed to Show the Existence of a Triable Issue of Material Fact

In order to succeed on Epic’s first two causes of action for comparative negligence and equitable indemnity, Epic must establish that LandCare breached the standard of care. In order to succeed on Epic’s claims of breach of contract and implied contractual indemnity, Epic must establish that LandCare breached its responsibilities under the contract. Finally, the declaratory relief cause of action is derivative of Epic’s other claims. So, if the other claims fail, so does the declaratory relief claim.

Epic focuses much of its opposition on LandCare’s admissions regarding the scope of its responsibilities under the contract. However, Epic has failed to point to evidence establishing a triable issue of material fact regarding LandCare’s failure to meet those responsibilities. It has also failed to present evidence that would establish a triable issue of material fact regarding LandCare’s failure to meet the standard of care.

There is no evidence presented regarding when the hole was formed, how long it existed, or what causes it. There is no evidence in the record that any LandCare employee observed the hole prior to Plaintiff’s fall. Rather, the evidence is to the contrary. The LandCare employees who performed inspections on April 3 and 10, 2023, prior to the incident, testified that they inspected the area and did not discover any holes. They testified that if they had discovered such a hole, they would have notified their supervisor about it. One of them testified that if he noticed the hole he would have placed a cone on it. Furthermore, their supervisor testified that he did not receive any reports of a hole prior to the incident. Epic has not submitted evidence establishing that LandCare’s inspection practices are deficient. Epic has not submitted evidence establishing that LandCare failed to perform any of the duties required of it under the contract. The Court agrees with LandCare that without evidence of how LandCare breached any alleged duty, any conclusion that LandCare should have discovered the condition is pure speculation. Summary judgment is granted in LandCare’s favor.

4. 25CV08896, Johnson v. Hilborn Care, Inc.

Plaintiff’s unopposed motion for relief from waiver of jury trial is **GRANTED**.

Plaintiff’s counsel shall submit a written order consistent with this tentative ruling. Due to the lack of opposition, compliance with Rule 3.1312 is excused.

Analysis:

The demanding party's failure to post jury fees as required by statute on or before the date of the initial case management conference constitutes a waiver of the right to jury trial. (CCP § 631(f)(5).) CCP § 631(g) provides discretion for the Court to allow a jury trial notwithstanding a waiver, upon such terms as may be just.

It is well-settled that relief from inadvertent jury trial waivers should be readily granted when relief is promptly sought. (*See, e.g. Byram v. Sup. Ct.* (1977) 74 Cal.App.3d 648, 654.) Relief is particularly appropriate when granting such relief from an inadvertent waiver will not delay trial or cause serious prejudice to the opposing party. (*See, e.g. Wharton v. Sup. Ct.* (1991) 231 Cal.App.3d 100, 104; *Massie v. AAR Western Skyways, Inc.* (1992) 4 Cal.App.4th 405, 411; *Johnson-Stovall v. Sup. Ct.* (1993) 17 Cal.App.4th 808, 810-811; *Tesoro del Valle*, 200 Cal.App.4th at 638.)

Plaintiff filed this action on December 24, 2025. On January 2, 2026, the Court issued its Notice of Assignment setting a Case Management Conference for June 9, 2026. Plaintiff submits that through inadvertence, Plaintiff's counsel failed to calendar the Case Management Conference and, as a result, did not file a Case Management Statement. Pursuant to the Court's tentative ruling, no appearances were required, and neither party appeared at the Case Management Conference.

On June 17, 2026, the Court issued a Minute Order setting this matter for a jury trial commencing on June 4, 2027. The following day, June 18, 2026, the Court issued an Amended Minute Order changing the trial designation from a jury trial to a court trial. Plaintiff submits that upon learning that the Court considered this matter to be proceeding as a court trial, plaintiff realized her mistake and immediately filed a Notice of Posting Jury Fees on June 18th. Plaintiff promptly filed this motion on June 30th. There is no opposition to the motion. Therefore, there is no showing of prejudice. The motion is granted.

5. 24CV04952, County of Sonoma v. Kovacs

APPEARANCES REQUIRED.

6. 26CV02458, Glass v. Red Awning

Plaintiff's motion to stay arbitration pending judicial determination of arbitrability is **DENIED**.

The Court's minute order shall constitute the order of the Court.

Analysis:

Plaintiff filed a complaint against Defendant RedAwning, Inc. on April 3, 2026, and amended it on June 25, 2026. Defendant has been served with process but has not responded to the complaint. It appears from Plaintiff's motion that Plaintiff was presented with a proposed stipulation to arbitrate the matter, but that Plaintiff declined to sign it. So, though Plaintiff represents that there is a "pending arbitration," it does not appear that any claims have been filed in arbitration. Accordingly, it does not appear that there is in fact a "pending arbitration," but only that arbitration was proposed to Plaintiff but rejected.

Plaintiff herein seeks an order staying the “pending arbitration” and determining the scope and applicability of the arbitration provision contained in the contract between the parties. However, since Defendant has not yet responded to the complaint, Plaintiff’s request is premature. There is currently no issue before this Court of whether this matter must be compelled to arbitration because it has not been raised by Defendant. Accordingly, the matter proceeds in state court until such time as Defendant moves to compel arbitration, if it has a basis to do so, and such motion is granted. There need not be a determination by the Court stating as such at this time.

Finally, it is not apparent to the Court that Defendant received sufficient notice of this motion. According to the Notice of Acknowledgement of Receipt filed October 1, 2026, Defendant acknowledged receipt of this motion and the hearing date on October 1, 2026. There is no proof of service in the Court’s file that indicates that Defendant was given notice of this motion or the hearing date any earlier than that. All moving and supporting papers must be served on the opposing party at least 16 court days prior to the assigned hearing date. (CCP § 1005.) The Notice of Acknowledgement of Receipt does not constitute a proof of service as it does not contain a declaration under the penalty of perjury of the serving party stating when, how, and to whom the documents were sent. This is an independent basis for denying Plaintiff’s motion.

7. 24CV04574, Cadlerock Joint Venture, L.P. v. Smith

Defendants’ motion for attorney’s fees is **GRANTED** in the amount of \$85,050.00.

Defendants’ counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Analysis:

This matter was tried by the Court in March of 2026. The Court ultimately issued a judgment in favor of Defendants. Defendants now seek an award of attorney’s fees pursuant to Civil Code § 1717 based on the attorney’s fee provision of the parties’ contract. Defendants also seek a fee multiplier.

In Plaintiff’s opposition, it does not oppose Defendants’ entitlement to attorney’s fees, but argues that request should be denied, or significantly reduced, because Defendants have not provided billing statements to substantiate their claimed fees. Defendants have submitted the declaration of Defendants’ counsel, David Nick, who testifies to having spent 263 hours on this matter at \$450 per hour and provides a breakdown of how those hours were spent.

“[T]here is no legal requirement that [billing] statements be offered in evidence.” (*Steiny & Co., Inc. v. California Electric Supply Co.* (2000) 79 Cal.App.4th 285, 293.) “An attorney’s testimony as to the number of hours worked is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.” (*Ibid.*) The trial court does not err in crediting the attorney declaration where it includes “detailed evidence of hours spent, tasks concluded, and billing rates.” (*Ibid.*)

Defense counsel's declaration includes sufficiently detailed explanations of the hours spent, the tasks included, and the billing rates. The Court does not find that the motion lacks evidentiary foundation as to warrant an outright denial. However, as outlined below, the Court does find that some reductions in the hours awarded for certain tasks are warranted. Also as discussed below, the Court does not find a fee multiplier to be warranted in this case.

I. Loadstar

The standard for calculating attorney fee awards under California law, "[O]rdinarily begins with the 'lodestar,' i.e., the number of hours reasonably expended multiplied by the reasonable hourly rate..." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)

The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided. [Citation.] Such an approach anchors the trial court's analysis to an objective determination of the value of the attorney's services, ensuring that the amount awarded is not arbitrary.

(*Ibid.*) In calculating the lodestar, "The reasonable hourly rate is that prevailing in the community for similar work." (*Ibid.*) "[T]he trial court has broad authority to determine the amount of a reasonable fee." (*Ibid.*) "The determination of what constitutes reasonable attorney fees is committed to the discretion of the trial court. [Citation.] The experienced trial judge is the best judge of the value of professional services rendered in his or her court. [Citation.]" (*Rey v. Madera Unified School Dist.* (2012) 203 Cal.App.4th 1223, 1240.)

Here, defense counsel's hourly rate is \$450 per hour. The Court finds this rate to be reasonable considering the locality and experience of the attorney. Defendants seek a total of 263 hours on this case. Defendants responded to the complaint in December of 2024. This case has involved a motion to quash service of summons, a motion for relief from jury waiver, a motion for summary judgment filed by Plaintiff, limited discovery, and a two-day court trial. The Court finds that some of the hours requested for certain tasks are unreasonable, as outlined below.

Defendants seek 25 hours for the following task: "Review 5/30/25 set 2 discovery demands made by Plaintiff to both defendants, Req. for Admission-authenticity of 21 pages of documents, Special Interrogatories 16 interrogatories, Interview client re: answers to discovery demands and review documents for authenticity. 25.0 hrs." This is in addition to the 6 hours requested for "Draft responses to Plaintiff's set 2 discovery demands. 6.0 hrs." The description is compound, so it is impossible to tell how much time was spent on reviewing the discovery demands and how much time was spent on the interview with the client. Considering that this time entry is requesting time for simply reviewing the discovery demands, rather than for drafting the responses, which is a different time entry, the Court finds 5 hours to be sufficient, plus one more hour for an interview with the client. 6 total hours will be attributed to reviewing the 5/30/25 discovery demands and consulting the client about them. This results in a reduction of 19 hours.

Defendants seek 100 hours for opposing Plaintiff's motion for summary judgment. The Court does not find the request to be reasonable. The representations regarding the time spent on the individual tasks related to Defendants' response appear to be inflated. Counsel states that he spent one full hour reviewing the notice of motion. This is in addition to the 15 hours to review the 15 page memorandum in support of Plaintiff's motion. Counsel states that he spent 4 hours reading the

Bowman declaration that consisted of 8 pages and had 81 pages of attached documents and 4 hours to review the Sayer declaration that had 6 pages and 150 pages of attachments. However, Counsel also states that he separately spent 10 hours reviewing Plaintiff's index of exhibits. The index of exhibits contained the same documents attached to the two declarations that Defense Counsel spent 4 hours each reviewing. Moreover, separately from the 15 hours spent reading and researching Plaintiff's opening brief, Counsel spent 25 hours researching for the opposition—this is not including the additional 20 hours spent drafting the opposition. These are simply examples of some of the reasons the Court finds the request to be unreasonable. The Court has reviewed all of the documentation filed in support and in opposition to the motion for summary judgment. The Court recalls the oral argument and is intimately aware of the nature of the motion and the amount of time and skill required to oppose it. Accordingly, the Court finds that a total of 60 hours would have been reasonable to spend on opposing such a motion. This results in a reduction of 40 hours.

In relation to Plaintiff's first set of discovery demands, Defendants seek 30 total hours. Having reviewed Defendants' responses to these discovery demands, the Court finds this request to be inflated. The Court finds 15 total hours to be sufficient for such tasks. This results in a reduction of 15 hours.

Defendants fee request shall be reduced by a total of 74 hours. Defendants shall be awarded 189 hours of time at \$450 per hour. This constitutes a total award of \$85,050.00 in attorney's fees.

II. Multiplier

"The 'experienced trial judge is the best judge of the value of professional services rendered in his court...'” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) The relevant factors in determining the proper multiplier include,

- (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award.

(*Ibid.*)

Plaintiff seeks a fee multiplier of 1.25 based on “the complex nature of this case, the amount of litigation and legal briefing and the results.” The Court does not find this case to have been complex, to have involved any difficult or novel questions, or to have required any particularized skill. The case also did not involve extensive litigation. There was minimal motion practice and limited discovery practice. Counsel has not represented that this matter precluded him from other employment. Counsel represents that the agreement with his clients changed after being served with the motion for summary judgment that counsel's fees would be recovered from Plaintiff. However, he does not state that his fees would only be recoverable if Defendants prevailed. Even if that were the case and Counsel's fees were contingent upon a judgment in Defendants' favor, the Court would not find the short period of contingency between October 2025 (MSJ filing) through March 2026 (trial) to warrant a multiplier. Accordingly, the Court does not find any factors supporting the application of a fee multiplier in this case.

*****This is the end of the Tentative Rulings*****