TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, April 17, 2026 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa

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) 521-6602**, 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.

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Department 19 Hearings
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1. 25CV06518, Colorado Structures, Inc. v. CRP Shiloh Terrace LP

Plaintiff Colorado Structures, Inc. (doing business as CSI Construction Company) ("CSI") moves the Court to compel Defendants CRP Shiloh Terrace LP ("Shiloh") and Euler Hermes North America Insurance Company ("Euler") to arbitrate its claims. The petition to compel arbitration is **DENIED** pursuant to C.C.P. section 1281.2.

I. Factual and Procedural History

On February 1, 2022, CSI and Shiloh entered into a written contract (the "Contract") for the construction of the Shiloh Terrace Project in Windsor, California, 134 units of low-income multifamily housing called the Shiloh Terrace Apartments (the "Project"). (First Amended Complaint ["FAC"], ¶ 7, Exhibit A.) Shiloh is the alleged owner of the property where the Project is being built: 65 Shiloh Road and 6035-6050 Old Redwood Highway, Windsor, California, 95492 (A.P.N. 163-171-044) (the "Property"). (FAC, ¶ 19.)

CSI alleges that it performed all of its obligations of the Contract (except those waived or excused) but that Shiloh breached the Contract by failing to issue certificates of payment, failing

to make progress and final payments with reasonable promptness, failing to process and pay change orders, obstructing and delaying CSI's performance, and repeatedly failing to fulfill critical obligations regarding progress of the work. (FAC, ¶ 10.) CSI states that it provided notices of Shiloh's breaches to Shiloh on March 12, 2025, March 14, 2025, and March 28, 2025. (FAC, ¶ 11.) CSI argues that it has suffered $4.4 million in damages plus two percent of interest through the date of entry of judgment. (FAC, ¶ 12.) On September 18, 2025, CSI filed its Complaint against Shiloh and JP Morgan Chase Bank, N.A. asserting causes of action for breach of contract, reasonable value, foreclosure of mechanic's lien, and breach of statutory duty. (Complaint, ¶¶ 1–28.) On December 8, 2025, CSI amended its Complaint, substituting Chase Bank as a defendant for Euler and adding Exhibit C, bond for release of mechanic's lien. (FAC, ¶ 24.)

CSI argues that it furnished labor, services, equipment, and materials valuing about $46.5 million dollars and that Shiloh refuses to pay the $4.4 million that remains due. (FAC, ¶ 22.) On June 24, 2025, CSI filed a claim of mechanic's lien for the $4.4 million due that was recorded by the Sonoma County Recorder. (FAC, ¶ 23, Exhibit B.) On October 8, 2025, Shiloh filed for a release of mechanic's lien (Bond No. US009727) with Euler as surety, Shiloh as principal, and CSI as the obligee that was recorded by the Sonoma County Recorder. (FAC, ¶ 24, Exhibit C.) CSI seeks to compel Shiloh and Euler into arbitration pursuant to the arbitration provision in the contract.

Article 6 of the Contract governs dispute resolution. (Klotsche Decl., Exhibit A [the "Contract"].) The Contract states as follows:

> **§ 6.2 Binding Dispute Resolution**
> For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–207, the method of binding dispute resolution shall be as follows:
>
> **X** Arbitration pursuant to Section 15.4 of AIA Document A201–2017

(See Contract, at p. 6.) The Contract is signed by Nick Serrapica as "Owner", CEO of CRP Affordable Housing and Community Development LLC, and Gabriel VanHooser as "Vice President", Vice President of CSI. (See Contract, at p. 9.) The Contract contains Articles 1–9 spanning the first 9 pages of the Contract. Attached to the Contract are the General Conditions of the Contract containing 15 Articles that detail further terms and requirements relating to the Contract ("General Conditions") (together as the "Contract"). Section 15 of the General Conditions to the Contract contains the following provisions:

> **§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not

been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

(See General Conditions, at p. 38–39.) Sections 15.4.4.1 and 15.4.4.2 allow for consolidation of arbitration actions conducted under the Contract when certain conditions are met and for the joinder of person or entities substantially involved in a common question of law or fact. (See General Conditions, at p. 39.) Lastly, the Court notes the other cases pending in this Court arising out of the Shiloh Terraces Project:

- *SJ Camino Electric, Inc. v. CRP Affordable Housing and Community Development, LLC* (25CV04141) filed on June 13, 2025, in Department 17;
- *Green Vine Landscaping, Inc. v. Colorado Structures, Inc.* (25CV05230) filed on July 25, 2025, in Department 16; and
- *Northwest General Engineering, LLC v. Colorado Structures, Inc.* (25CV06395) filed on September 11, 2025, in Department 18 (motion to compel arbitration filed on March 18, 2026, set to be heard on June 10, 2026).

II. Governing Law

"Arbitration ... is a matter of consent, not coercion.... [Citation]. Whether an agreement to arbitrate exists is a threshold issue of contract formation and state contract law. [Citation.]" (*Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 843–844.) "The petitioner bears the burden of proving the existence of a valid arbitration agreement by a preponderance of the evidence, while a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. [Citation] The trial court sits as the trier of fact, weighing all the affidavits, declarations, and other documentary evidence, and any oral testimony the court may receive at its discretion, to reach a final determination. [citation]." (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842–843.) A strong public policy favors the arbitration of disputes, and doubts should be resolved in favor of deferring to arbitration proceedings. (*Rowe v. Exline* (2007) 153 Cal.App.4th 1276, 1282.)

III. Analysis

A. CSI's Request for Judicial Notice

The court may take judicial notice of facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.) Courts may take notice of public records but not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

In support of its motion to compel arbitration, CSI requests judicial notice of the Complaint and First Amended Complaint in this action. The request is **GRANTED**, but the Court does not take notice of the truth of the contents of the Complaints.

B. Shiloh's Objections to Klotsche Declaration

In support of its Opposition to the motion, Shiloh asserts six objections to the Klotsche Declaration. The objections are **OVERRULED**.

C. CSI Failed to Meet the Procedural Requirements of C.C.P. Section 1281.2

To compel arbitration under C.C.P. section 1281.2, the moving party must plead and prove "(1) the parties' written agreement to arbitrate a controversy [citation]; (2) a request or demand by one party to the other party or parties for arbitration of such controversy pursuant to and under the terms of their written arbitration agreement; and (3) the refusal of the other party or parties to arbitrate such controversy pursuant to and under the terms of their written arbitration agreement." (*Mansouri v. Superior Court* (2010) 181 Cal.App.4th 633, 641 [reasoning that "[s]uch demand and refusal is what requires and justifies the intervention of the court to order arbitration under the agreement."].)

Here, counsel Klotsche sent an email to Shiloh's counsel requesting Shiloh stipulate to arbitration and stay the action pending arbitration. (Klotsche Decl., ¶ 12, Exhibit C.) The email states, "CSI would like to submit this action to arbitration and, pending completion of arbitration, stay the court action. Please let me know if CRP is willing to stipulate." (Klotsche Decl., Exhibit C.) Counsel Klotsche declares that Shiloh never responded to this email. (Klotsche Decl., ¶ 13.) While CSI's request to stipulate to arbitration may be loosely construed as a request for arbitration, this request does not specify that it is "pursuant to and under the terms of their written arbitration agreement." Without the explanation in the email that the request for arbitration was pursuant to the terms of the Contract, the Court cannot find that Shiloh refused to arbitrate such controversy pursuant to and under the terms of the arbitration provision in the Contract by not responding to a voluntary request to stipulate to arbitration. Notably, this request to stipulate to arbitration was sent about three hours after CSI served its FAC on December 8, 2025, which does not state a cause of action to compel arbitration under the Contract. Therefore,

the Court finds that CSI has failed to plead and prove that the request for arbitration and Shiloh's refusal to arbitrate were made pursuant to and under the terms of the arbitration provision in the Contract.

D. CSI also Failed to Satisfy Conditions Precedent to Arbitration in the Contract

However, even if the Court found that CSI met the pleading requirements of C.C.P. Section 1281.2, the Contract and General Conditions require two conditions precedent before initiating the arbitration process, which CSI did not follow.

Shiloh maintains that CSI cannot compel arbitration because it did not comply with conditions precedent to the Contract including: (1) failing to initiate a notice of claims against Shiloh or seek an initial decision from Studio T, the Project architect, as the initial decision maker, before abandoning the Project or recording its mechanic's lien on June 24, 2025 or filing this action against Shiloh on September 18, 2025 (Article 6.1 of the Contract and Sections 15.2.1 through Section 15.2.8 of the General Conditions to the Contract); and (2) failing to serve a demand for mediation on Shiloh or file a demand for mediation with AAA before filing the instant action (Article 6.2 of the General Contract and Section 15.3.1 of the General Conditions to the Contract). (Opposition, 9:16–28.)

In Reply, CSI argues that the issue of whether it failed to satisfy the contractual claims requirements, such as submitting claims to an Initial Decision Maker and not first mediating its claims, is a procedural issue that must be decided by the arbitrator not the Court, relying on *Omar v. Ralphs Grocery Co.* (2004) 118 Cal.App.4th 955. (Reply, 2:3–3:26.)

Based on the parties' agreements, there is no argument contrary to the fact that the Contract contains a valid arbitration provision or that the allegations in the FAC (failing to issue certificates of payment, failing to make progress and final payments with reasonable promptness, failing to process and pay change orders, obstructing and delaying CSI's performance, and repeatedly failing to fulfill critical obligations regarding progress of the work, among others) "arise out of or relate to" the Contract as required by Section 15.2.1 in the Contract. (See General Conditions, at p. 38). CSI does not admit that it followed the conditions precedent to arbitration as stated in the Contract. It only argues that whether it failed to satisfy contractual claims requirements can only be decided by the arbitrator, not the Court. CSI further argues that Section 15 of the Contract concerns claim processing in any forum, arbitration or judicial. The Court disagrees.

Pursuant to Section 15.1.3.1of the Contract, where the condition giving rise to the claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, CSI was required to first give notice of its claims related to substantial completion of the work to Shiloh and the Initial Decision Maker, who is the Architect—Studio T Square—within 21 days of the breach or within 21 days after CSI first recognized the condition giving rise to its claim, whichever is later. (See General Conditions § 15.1.3.1, at p. 37.) Claims timely discovered before the expiration of the period for correction of the Work in Section 12.2.2 not arising out of Sections 10.3 [hazardous materials and substances], 10.4 [emergencies], and 11.5 [adjustment and settlement of insured loss], shall be referred to the Initial Decision Maker for initial decision

and such initial decision is "required as a condition precedent to mediation of any Claim." (See General Conditions § 15.2.1, at p. 38.) Then the Initial Decision Maker would review and evaluate the claim to render a final written decision on the claim which would be subject to mediation and then binding dispute resolution should the parties fail to resolve through dispute through mediation. (See General Conditions §§ 15.2.2–15.2.5, at p. 38.) Section 15.3.1 requires that claims, disputes, or other matters in controversy arising out of or related to the Contract, with certain exceptions, "shall be subject to mediation as a condition precedent to binding dispute resolution." (See General Conditions § 15.3.1, at p. 38.) The Contract defines "binding dispute resolution" as arbitration pursuant to Section 15.4 of AIA Document A201-2017. (See Contract § 6.2, at p. 6.) The Contract further requires that the "parties shall endeavor to resolve their claims by mediation" administered by the American Arbitration Association ("AAA") and a request for mediation shall be made in writing, delivered to the other party to the contract, and filed with AAA.) (See General Conditions § 15.3.2, at p. 39.) A request for mediation may be made concurrently with the filing of arbitration but requires that mediation proceed in advance of arbitration. (*Ibid.*) Once mediation has concluded without resolution of the dispute, either party has 30 days to demand in writing that the other party file for arbitration (or 60 days if mediation was demanded but did not resolve the dispute). (See General Conditions § 15.3.3, at p. 39.)

Shiloh contends that CSI did not initiate a notice of claims within 21 days or file the required request for mediation. The Contract is clear in that it required the parties to file a claim with the Initial Decision Maker, then mediate such claim before initiating arbitration. (See General Conditions § 15.3.1, at p. 38 [emphasis added] [claims, disputes, or other matters in controversy arising out of or related to the Contract, with certain exceptions, "shall be subject to mediation as a condition precedent to binding dispute resolution"].) CSI argues that it complied with the Contract's claim and mediation requirements by making telephonic and email communications to Shiloh's counsel on August 18, 2025, January 16, 2026, and January 20, 2026. (Klotsche Reply Decl., ¶ 4–5.) Notably, counsel did not provide proof of any of these communications. This also does not excuse CSI from the conditions precedent to arbitration: (1) needing an initial decision from the Initial Decision Maker as a condition precedent to mediation, (2) then being required to send a request for mediation in writing to Shiloh and AAA as a condition precedent to arbitration, and (3) then after mediation or an attempt to mediate, file a demand in writing that the other party file for arbitration. (See General Conditions §§ 15.2.1, 15.3.3, at pp. 38–39.) There is no dispute that CSI did not comply with any of the contractual requirements required to initiate arbitration as CSI fails to present any evidence or even allege that it made a claim with the Initial Decision Maker or sent a request for mediation in writing to Shiloh and AAA. Thus, looking within the four corners of the Contract, there is a clear process with conditions precedent that either party was required to follow to initiate arbitration and CSI failed to undertake such steps to trigger a demand for arbitration. Instead, CSI sent letters to notice Shiloh of its breaches throughout March of 2025, proposed mediation to opposing counsel on August 18, 2025, with rejection, initiated this case by filing a Complaint on September 18, 2025, filing a FAC on December 8, 2025 (neither of which contained a cause of action to compel arbitration), asked opposing counsel to stipulate to arbitration on December 8, 2025, filed the instant motion to compel arbitration on January 7, 2026, and finally asking opposing counsel to mediate before "proceeding further with litigation" on January 16, 2026 and January 20, 2026 without a response.

The Court does not find *Omar v. Ralphs Grocery Co.* (2004) 118 Cal.App.4th 955 persuasive. *Omar* is factually distinguishable from the instant case as it dealt with the application of the Federal Arbitration Act ("FAA") to an employment discrimination action. *Omar*, relying on *Howsam v. Dean Witter Reynolds, Inc.* (2002) 537 U.S. 79, concluded that "the issue of waiver must be determined by an arbitrator here because all of respondent's waiver allegations involve nonlitigation conduct." (*Omar, supra*, 118 Cal.App.4th 955 at 964.) *Howsam* also dealt with a specific issue of whether the court or an arbitrator was to decide the applicability of an arbitration rule of the National Association of Securities Dealer. (*Howsam, supra,* 537 U.S. 79 at 84–86.) Both *Omar* and *Howsam* are applying the analysis of conditions precedent to the FAA while the Contract in this case requires the application of AAA's Construction and Industry Mediation Procedures and CSI moves under C.C.P. section 1281.2 to compel Shiloh into arbitration. The mentioned conditions precedent are found within the four corners of the Contract and are specifically defined as conditions precedent in the Contract. CSI has failed to both meet the statutory conditions for petitioning to compel arbitration under Section 1281.2, and to meet the conditions precedent under the Contract. Thus, the questions in this case arise out of the sufficiency of the "cause of action" and basic contract interpretation and therefore are questions of law properly before this Court. (*Helzel v. Superior Court* (1981) 123 Cal.App.3d 652, 663; see also *Mansouri, supra,* 181 Cal.App.4th at 642 ["[T]here is no breach of an agreement to arbitrate unless there has been a demand to arbitrate and a refusal to arbitrate under the agreement. Without a breach, there is no cause of action for specific performance of the arbitration agreement and therefore, no basis for a petition to compel under section 1281.2."].) As such, the Court does not reach the issues of waiver, failure to join necessary third parties, or the applicability of C.C.P. section 1281.2(c).

IV. Conclusion

The petition to compel arbitration is **DENIED**.

Shiloh's counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

2. SCV-273331, Barragan v. American Honda Motor Co., Inc.

Plaintiff Yesenia Madrigal Barragan ("Plaintiff") moves for attorney's fees and costs pursuant to Civil Code section 1794(d). The motion is **GRANTED** in the amount of **$71,764.33** ($58,691.50 in attorney's fees plus $13,072.83 in costs.)

I. Procedural History

Plaintiff filed her Complaint against Defendant American Honda Motor Co., Inc. ("Honda") on May 22, 2023, alleging violation of the Song-Beverly Act and fraudulent inducement by concealment. Plaintiff filed the First Amended Complaint ("FAC") on October 3, 2023. On May 22, 2025, Plaintiff dismissed the second cause of action for fraudulent inducement by concealment without prejudice. (See Request for Dismissal, filed May 22, 2025.) On October 17, 2025, Plaintiff accepted Honda's C.C.P. section 998 offer to compromise where Honda agreed to pay $38,000 to Plaintiff and to pay "Plaintiff's attorney's fees, expenses and costs in an amount to be determined by the Court to have been reasonably incurred pursuant to Civil Code Section

1794, subdivision (d) via a single noticed motion." (Kirnos Decl., Exhibit C.) On January 22, 2026, Plaintiff filed a conditional notice of settlement of the entire case. Plaintiff now moves the Court for an order awarding attorney's fees with a 1.5 multiplier totaling $101,054.25 plus $13,072.83 in costs. The Court notes that Plaintiff filed its initial Memorandum of Points and Authorities ("MPA") in Opposition on April 6, 2026, and subsequently filed an amended MPA in Opposition on April 7, 2026. The Court shall consider the April 7 MPA in Opposition as the operative MPA.

II. Governing Law

California Civil Code section 1794(d) provides: "If the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action." This statute "is consistent with California's approach to determining a reasonable attorney fee in various statutory and contractual contexts, which approach 'ordinarily begins with the "lodestar," *i.e.,* the number of hours *reasonably* expended multiplied by the *reasonable* hourly rate.'" (*Warren v. Kia Motors Am., Inc.* (2018) 30 Cal.App.5th 24, 36 quoting *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095 [emphasis by the *Warren* court].) The statute also permits use of a multiplier of the lodestar figure. (*Robertson v. Fleetwood Travel Trailers of California, Inc*. (2006) 144 Cal.App.4th 785, 822.)

III. Analysis

A. Plaintiff's Objections

In its Reply to Honda's Opposition, Plaintiff asserts four objections to Exhibits A–D of counsel Timothy Workman's declaration. The Court notes that counsel Workman filed his initial declaration in opposition on April 6, 2026, and subsequently filed an amended declaration in opposition on April 7, 2026. Plaintiff does not specify in its objections whether it is objecting to Workman's initial April 6 declaration or the amended April 7 declaration. However, the Exhibits objected to are the same across both declarations. Upon review, Plaintiff's objections are **OVERRULED**.

B. Requested Fees and Costs

Plaintiff seeks a total of $114,127.08 for the following:

- Attorney's Fees – $101,054.25
    - + $70,954.50 (lodestar)
    - - $3,585.00 (paid sanctions)
    - + 33,685.75 (1.5 fee multiplier of $67,369.50)
- Costs – $13,072.83

(Kirnos Decl., ¶ 27–28, Exhibit A.)

1. Fees

Honda opposes the motion arguing that Plaintiff's fees are inflated and unreasonable and that the Court should reduce such rates. Honda argues that Plaintiff's failure to accept Honda's October 2023, C.C.P. § 998 offer prevents Plaintiff from recovering fees and costs incurred after October 4, 2023, because the gross value of the October 2023 offer exceeded the value of the September 2025 offer that Plaintiff accepted pursuant to C.C.P. section 998(c)(1). (Amended Opposition, 3:18–5:2.) Honda also challenges Plaintiff's lodestar. Honda argues that Plaintiff failed to produce records sufficient to provide a basis for determining how much time was spent on each cause of action and that Plaintiff cannot recover fees incurred to the fraud claim for the life of the case since Plaintiff dismissed this cause of action, including time billed for the demurrer/motion to strike only addressing the second cause of action for fraud. (*Id.* at 7:24–9:13.) Honda contends that Plaintiff's counsel significantly overbilled for tasks based on form pleadings and not reasonable to the conduct or outcome of the litigation. (*Id.* at 9:16–25.) Additionally, Honda challenges Plaintiff's counsel's hourly rate as excessive in part that taking this case on a contingency basis "which means the billable rates are completely made up" and challenges counsel's presentation of the cases where the firm received 100% of the lodestar request. (*Id.* at 9:27–11:3.) Lastly, Honda argues that the Court should not apply a multiplier because Plaintiff fails to demonstrate how this case was novel, complex, or particularly difficult. (*Id.* at 11:5–12:26.) Honda asks that the Court award no more than $280.13 in fees and $585.00 in costs. (*Id.* at 13:2–3.)

First, the Court is not persuaded by Honda's arguments regarding Plaintiff's rejection of the October 2023, C.C.P.§ 998 offer as a means to reduce the requested attorney's fees. The October 2023 offer required Plaintiff to dismiss her action with prejudice in exchange for $15,000 plus attorney's fees and costs in the amount of $20,000 flat or attorney's fees and costs pursuant to Section 1794(d). (Amended Workman Decl., Exhibit B.) The September 2025 C.C.P. §998 offer required Plaintiff to relinquish possession of the vehicle for $38,000 plus attorney's fees and costs pursuant to Section 1794(d). (Kirnos Decl., Exhibit C.) While the October 2023 offer does not discuss payout or possession of the vehicle, Honda represents that part of the October 2023 offer provided that Plaintiff would keep possession of the vehicle, which justifies the increased value of the October 2023 offer to include the value of the vehicle as of the date of the offer. (Amended Opposition, 3:25–28.) The Court disagrees. The October 2023 offer is not sufficiently specific if Honda is arguing that Plaintiff was allowed to keep possession of the vehicle, but it is not a stated term in the offer. (*MacQuiddy v. Mercedes-Benz USA, LLC* (2015) 233 Cal.App.4th 1036, 1050 quoting *Berg v. Darden* (2004) 120 Cal.App.4th 721, 727 ["[T]he offer must be sufficiently specific to permit the recipient meaningfully to evaluate it and make a reasoned decision whether to accept it, or reject it and bear the risk he may have to shoulder his opponent's litigation costs and expenses. [Citation.] Thus, the offeree must be able to clearly evaluate the worth of the extended offer."] Without a term in the October 2023 offer stating that Plaintiff kept possession of the vehicle, she could not clearly evaluate the worth of such offer. Since the October 2023 offer was not sufficiently specific, it was reasonable for Plaintiff to reject such offer. (See *Etcheson v. FCA US LLC* (2018) 30 Cal.App.5th 831, 846–847 [reasoning that the trial court could not rely on the rejections and plaintiff's continued litigation following the offers when reducing attorney fee request because plaintiff's rejection of the two initial offers to settle lemon law claims were reasonable].)

Second, regarding challenges to the billing hours and rates, Exhibit A to counsel Workman's declaration is a chart of Plaintiff's billing entries Honda objects to as either relating to the fraud cause of action that was dismissed, excessive, or not reasonably incurred. Relating to the fraud cause of action, Honda challenges approximately $6,850.50 in attorney's fees. Plaintiff dismissed her fraud cause of action on May 22, 2025, and therefore cannot collect fees related to this cause of action. (*Akins v. Enterprise Rent-A-Car Co.* (2000) 79 Cal.App.4th 1127, 1132–1133.) However, when liability issues are "so interrelated that it would have been impossible to separate them into claims for which attorney fees are properly awarded and claims for which they are not, allocation is not required." (*Akins v. Enter. Rent-A-Car Co. of S.F.* (2000) 79 Cal.App. 4th 1127, 1133; see also *Santana v. FCA US, LLC* (2020) 56 Cal.App.5th 334, 347–349 [finding that the exception in *Akins* applied to plaintiff's fraud and Song-Beverly Act claims].) While the *Santana* court applies the interrelated liability exception from *Akins*, the Court here finds the instant case to be distinguishable from *Santana*. *Santana* involved an entry of judgment on jury verdict after a presentation of evidence where plaintiff was successful on the Song-Beverly Act claim but unsuccessful on the fraud claim and the court found that the evidence presented at trial related to whether there was a defect in the vehicle at all and whether Chrysler knew about the defect, issues that were "equally relevant to the fraud and Song-Beverly Act claim." (*Santana*, *supra,* 56 Cal.App.5th at 347–349.) Here, the Court is not considering issues of interrelated liability in the presentation of evidence at trial that would justify not allocating costs. The parties settled before trial and Plaintiff's billing is sufficiently specific to allocate such fees and costs. All fees and costs related to the demurrer and motion to strike the Complaint, the preparation and filing of the First Amended Complaint, the subsequent motion to strike, and the motion for summary adjudication can be allocated to the fraud cause of action because these motions only challenged the fraud cause of action and/or the relief sought from such fraud (punitive damages). (See Minute Orders dated September 13, 2023, January 24, 2024, and December 4, 2024.) Thus, the Court reduces Plaintiff's requested attorney's fees by $6,850.50 for the fraud cause of action that was dismissed by Plaintiff prior to settlement.

Next, Honda challenges Plaintiff's billed time for various discovery as excessive. The Court finds these billed hours to be reasonable. Honda also challenges attending the vehicle inspection and traveling to and from the vehicle inspection as not reasonably incurred. The Court finds that fees for attendance of the vehicle inspection was reasonably incurred but that $1,827.50 for 4.3 hours of travel to and from the dealership at $425 per hour for the vehicle inspection was not reasonably incurred. The Court reduces Plaintiff's requested attorney's fees by an additional $1,827.50. Furthermore, the Court finds that the billing rates for counsel and paralegals (Kirnos Decl., ¶ 28) are reasonable with local rates based on their respective levels of experience. (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009 ["The court may rely on its own knowledge and familiarity with the legal market in setting a reasonable hourly rate"].)

Lastly, the Court finds that a multiplier above 1% is inapplicable to the instant case because the facts in this case are not novel or complex. (*Thayer v. Wells Fargo Bank, N.A.* (2001) 92 Cal.App.4th 819, 833 ["Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented."].) While Plaintiff's counsel took this case on

a contingency basis, the case ended in a settlement, with Plaintiff voluntarily dismissing one of two causes of action prior to settlement. Plaintiff fails to show why a positive multiplier above 1% is justified. The facts in this case are those of a standard lemon law case which Plaintiff's firm specializes in, which does not warrant a positive multiplier.

Based on the foregoing, the Court finds that Plaintiff is entitled to **$58,691.50** ($67,369.50 minus $6,850.50 and $1,827.50).

2. Costs

Regarding costs, Honda asks the Court to award no more than $585.00 in costs because Plaintiff is only allowed to recover costs up to the date the October 2023 998 offer was made. (Amended Opposition, 1:13–19.) However, the Court addressed this rationale above and is not persuaded by such argument. The costs appear to be reasonable to the Court (Kirnos Decl., Exhibit B), so Plaintiff is entitled to **$13,072.83** in costs.

3. Conclusion

The motion is granted in the amount of **$71,764.33** in attorney's fees and costs.

Plaintiff's counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. SCV-273393, Oliver v. Carvalho

Plaintiffs Dennis Oliver and Alice Oliver (together "Plaintiffs") as trustees of the Revocable Trust Agreement of Dennis J. Oliver and Alice K. Oliver dated September 1, 1999, filed the presently operative first amended complaint (the "FAC") against defendants Dennis Carvalho ("Defendant) and Does 1-20 originating from a controversy arising out of real property rights. This matter is on calendar for Plaintiffs' motion pursuant to Cal. Code Civ. Proc. ("CCP") § 664.6 to enforce settlement. The Motion is **GRANTED IN PART AS OUTLINED BELOW**.

I. Underlying Facts

This case originates from a controversy related to the existence of an easement, and construction performed by Plaintiffs which accidentally encroached onto that easement. Construction could not be finished, as the City of Healdsburg (the "City") refused to allow for completion of further work because of the easement issue.

The parties participated in a settlement conference on February 14, 2025, before this Court. The parties eventually reached sufficient terms that they sought to memorialize those terms in an oral settlement before the Court. The Court's minutes reflect the following terms:

1. Parties agree to adjustment of the lot line ("LLA") as prepared by the plaintiffs' witness Brian Curtis and shown in plaintiffs' exhibit No. 64.

2. All of Defendant Carvalho's rights to the westerly and northern easement marked in the exhibit are extinguished so titles on Plaintiffs' and Defendant's properties are now quieted.
3. Plaintiffs will pay for costs of the LLA except those which are unique to only one parcel. In such a case, the parcel owner will pay for those unique costs.
4. Plaintiffs are to place $65,000 in an escrow account of plaintiffs' choice. The LLA must be completed before the funds are released to Defendant.
5. After the LLA, Defendant can move his mailbox and fire hydrant at his cost. Defendant can extend existing fence so long as it does not encroach onto plaintiffs' property.
6. After the LLA is completed, the escrow funds are exchanged, Plaintiff will dismiss this case with prejudice and parties to bare their own costs. Parties will sign all documents reasonably required for quiet title.

The parties agreed to terms, and the Court entered the agreement in the minutes, and retained jurisdiction under CCP § 664.6. No transcript was recorded. The parties came before the Court on Plaintiff's motion to enforce the settlement and enter judgment on July 23, 2025, requesting to enforce various terms allegedly included in the parties' discussion but not reflected in the Court's minutes. The Court denied the motion, finding that the agreement as memorialized "orally before the Court" was what was reflected in the Court's minutes, and that there was no evidence the additional terms were part of the agreement as would be capable of entry as a judgment under CCP § 664.6. The parties thereafter submitted a stipulated judgment reflecting the terms memorialized in the Court's minutes, and on September 5, 2025, the Court signed that judgment (the "Judgment").

II. Governing Law

CCP § 664.6(a) provides: "If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." Like proving a contract, in order to have an enforceable agreement under CCP § 664.6, the moving party must show that there was mutual consent to common terms. *Bowers v. Raymond J. Lucia Companies, Inc.* (2012) 206 Cal.App.4th 724, 732-733. The statute empowers the Court to determine whether there actually was a settlement. *Fiore v. Alvord* (1985) 182 Cal.App.3d 561, 565. To be binding, the terms agreed to must be sufficiently definite for the court to give it exact meaning. *Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811. The incorporation of documents by reference must show that there was a meeting of the minds regarding the terms of the incorporated documents. *Id*. at 814. Terms must be sufficiently definite, even those related to future agreements, that the court can enter an enforceable judgment thereon.

Where the terms of a settlement are disputed in a CCP § 664.6 motion, the court has the authority to adjudicate those disputes based on declarations or other evidence. *Malouf Bros. v. Dixon* (1991) 230 Cal.App.3d 280, 284. However, the court does not have the authority to modify the terms of the agreement. *Machado v. Myers* (2019) 39 Cal.App.5th 779, 795. Extrinsic evidence is admissible in ruling on a motion under CCP § 664.6. *Corkland v. Boscoe* (1984) 156

Cal.App.3d 989, 992. A court may rely on its own recollection in determining the terms of a settlement agreement which occurred orally before the court. *Richardson v. Richardson* (1986) 180 Cal.App.3d 91, 97.

III. Analysis

Defendant has moved to enforce the terms of the September 5, 2025, stipulated judgment pursuant to the terms recited orally before the Court on February 14, 2025. Defendant argues that Plaintiffs have failed to comply with the terms of the Judgment, as they have not deposited the funds required into the escrow account, nor have they signed the required City paperwork related to moving the mailbox and fire hydrant onto their property. Plaintiffs oppose the motion, noting most prominently that Defendant has failed to execute those documents related to the Lot Line Adjustment that sits as the very first term of the Judgment. Plaintiffs also argue that Defendant now attempts to insert terms not contained in the judgment.

First, to Plaintiff's contention that the Defendant's motion is precluded by 664.6, that argument is not supported. Plaintiffs were the party who previously filed the motion under 664.6, and the Court *denied* Plaintiffs' motion. While the Court did not afford Defendant the affirmative relief contended in the opposition, that does not amount to Defendant attempting to relitigate the motion. Moreover, Defendant's motion is, ostensibly, to enforce the Judgment, not to enter one. The relief is sufficiently distinguishable that the Court can and should reach the merits. Finally, as Plaintiffs' motion was to enter a judgment, and Defendant's motion is to enforce a judgment already in place, the facts are entirely different. Analysis turns to the merits.

Both parties raise contentions regarding the payment of $65,000. The Judgment merely states, pursuant to the parties' agreement, that "Plaintiffs are to place $65,000 in an escrow account of plaintiffs' choice. The LLA must be completed before the funds are released to Defendant." This provision is silent as to timeline to do so, but the only condition precedent at issue is the *release* of funds, not the funding of the account. Plaintiffs offer no coherent reason why their escrow funds were not due to be deposited on the very same timeline that they contend the Lot Line Adjustment needed to be executed. Indeed, the very concept of an escrow account is that the funds are held as security for appropriate execution of the transactions. Plaintiff's contention that it is merely later in list order on the Judgment is not persuasive. There is no provision expressly stating that the Lot Line Adjustment had to be completed before the payment of escrow funds. Both provisions were ordered without conditions precedent, and therefore both provisions were required to be performed *immediately*.

The facts here are indicative of the parties' mutual distrust and intransigence. The Judgment required Plaintiffs to fund an escrow account with $65,000. It also required that the parties execute the Lot Line Adjustment. Both of these mutual and binding terms were offered without a timeline attached or any cognizable condition precedent.

The Court will enforce the agreement, though not in the one-sided manner in which Defendant would wish. Given that there are multiple pending terms offered without timeline attached, and neither party appears willing to commit themselves to execution, an order requiring execution of all pending terms appears necessary. Defendant will execute all paperwork required to effectuate

the Lot Line Adjustment. Plaintiffs will deposit the required $65,000 in an escrow account of their choice.

To Defendant's insistence that the moving of the fire hydrant and the post office box are also conditions which he may enforce at this juncture, this ignores even the rather limited language of the parties' agreement. The Court's minutes from February 14, and accordingly the Judgment itself, are aboundingly clear on the issue. "**After the LLA**, Defendant can move his mailbox and fire hydrant at his cost." Given Defendant's refusal to execute the Lot Line Adjustment, he has failed to fulfill the condition precedent for this term to be at issue. On the other side of the aisle, Plaintiffs overread the terms of the Judgment. While the Judgment does not purport to state that said movement of the mailbox and fire hydrant shall be onto Plaintiffs' property, it also does not contain an express term forbidding that interpretation. The Court notes that to the degree that the contentions now are inconsistent with Plaintiffs' prior argument that the agreement called for installation "north of the fence", they may be estopped from moving the goalpost post-judgment. Given that this is an element of the Judgment not yet at issue due to Defendant's failure to sign the paperwork necessary for the Lot Line Adjustment, it is not yet sufficiently ripe for the Court to opine on the necessary enforcement.

Defendant's contention regarding the parking spot is nowhere within the Judgment, and therefore entirely unsupported for the purposes of a motion under CCP § 664.6.

Defendant's request for sanctions is without merit and lacks the basic required showing. "A motion for sanctions under this section shall be made separately from other motions or requests…" CCP § 128.5 (f)(1)(A). It is precisely to discourage such unarticulated and lackadaisical requests that the statute requires Defendant to undertake a focused effort. Moreover, Defendant asks the Court to sanction Plaintiffs for failure to comply with the Judgment, while he himself refuses to comply. No other basis for costs is articulated. The request for sanctions is DENIED.

Therefore, the Court ORDERS:

1. Defendant will execute all required paperwork related to the Lot Line Adjustment within 15 days of notice of this order.
2. Plaintiffs will deposit the required $65,000 in an escrow account of their choice within 15 days of notice of this order.

Defendant shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

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