

## Tentative Rulings for June 24, 2026 Department 2

**To request oral argument, you must notify Judicial Secretary  
Molly Frabotta at (760) 904-5722  
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at [Riverside Superior Court-Tentative Rulings](#). If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 2 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

For information and instructions on remote appearances via **ZOOM**, visit the court's website at [Riverside Superior Court-Remote Appearances](#)

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,  
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **161 143 8184**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

**Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.**

1.

| CASE #      | CASE NAME                | HEARING NAME                                         |
|-------------|--------------------------|------------------------------------------------------|
| CVRI2205254 | SILL VS LENDING BEE, INC | MOTION FOR SUMMARY JUDGMENT ON 2ND AMENDED COMPLAINT |

**Tentative Ruling:**

**NO OPPOSITION IS FILED**

**GRANT the motion for summary judgment in favor of Defendant, 22751 Cove View, LLC, and against Plaintiffs.**

Plaintiffs, Stasha and Alicia Sill, allege they owned real property located at 22751 Cove View Street in Canyon Lake. In late 2019, Stasha contacted Defendant, Lending Bee, Inc., a mortgage broker, to refinance their existing mortgage loan. Lending Bee and Isperov (Fiduciary Defendants) represented they would be agents to obtain the mortgage loan with a third-party lender. However, Fiduciary Defendants allegedly engaged in predatory lending, fraud and extortion to obtain Plaintiffs' property through wrongful foreclosure. Plaintiffs allege that the Fiduciary Defendants serviced the loan taking \$14,000 in payments, which they did not credit to Plaintiffs' account. On 8/16/22, Isperov and certain Investor Defendants purchased the property at the foreclosure sale. Plaintiffs filed their operative Second Amended Complaint (SAC) on 9/28/23 alleging eleven causes of action: 1) wrongful foreclosure (Civil Code § 2923.5(a)-(e)); 2) breach of fiduciary duty; 3) aiding and abetting breach of fiduciary duty; 4) money had and received – usurious interest; 5) fraud; 6) slander of title; 7) cancellation of instruments (Civil Code §§ 3412-3415); 8) UCL (Bus. & Prof. Code § 17200, *et. seq.*); 9) violations of HBOR; 10) violations of Financial Code § 4970, *et. seq.*; and 11) quiet title.

A declaration was filed by Assaf “Jay” Cohen, counsel of record for Defendant, 22751 Cove View, LLC, with exhibits: Plaintiff, Alicia Sill's responses to RFAs; Plaintiff, Alicia Sills's responses to FROGs; dismissal with prejudice as to SD Dimension; dismissal with prejudice of Defendants, Beyer, *et. all.*; and a copy of Secretary of State, Articles of Organization for Defendant. (See Evidence in Support of Motion for Summary Judgment, Dec. Cohen, Exs. “1” – “5”.) The declarations and exhibits are sufficiently authenticated.

A quiet title action seeks to establish an interest in real property as between adverse claimants. (*Deutsche Bank National Trust v. McGurk* (2012) 206 Cal. App. 4th 201.) The elements are: (1) the plaintiff is the owner and in possession of the land; and (2) defendant claims an adverse interest to the plaintiff. (*South Shore Land Co. v. Peterson* (1964) 226 Cal. App. 2d 725, 740-741.) A quiet title complaint must be verified and must include: (a) a description of the property; (b) the title of the plaintiff as which a determination is sought and the basis of the title; (c) the adverse claims to the title of plaintiff against which a determination is sought; (d) the date as of which the determination is sought; and (e) a prayer for the determination of the title of the plaintiff against adverse claims. (CCP §761.020.)

Moving Defendant, 22751 Cove View, LLC (Cove View), asserts that the only cause of action alleged against it is the 11<sup>th</sup> cause of action to quiet title, which cannot

be maintained because Plaintiff, Alicia Sill, lacks standing as she admits she is not on title and has nothing to do with the loan. And Plaintiff, Stasha Sill's, requested relief is futile because indispensable parties have already been dismissed with prejudice, and she has not alleged any wrongdoing by Cove View.

Cove View asserts Plaintiff, Stasha Sill, took out a \$390,000 loan from SD Dimension, LLC, which was evidenced by a Promissory Note, and secured by a Deed of Trust recorded against the subject Property. (Undisputed Material Fact [UMF] No. 1.) Plaintiff, Alicia Sill, admitted she never held title to, and does not hold title to the subject Property. (UMF No. 4.) Alicia Sill also admitted she was not the borrower under the SD Dimension Note. (UMF No. 5.) After the Property was foreclosed on, it was purchased by Cove View on 11/30/22. (UMF Nos. 6-8.) Thus, Alicia Sill has no standing to pursue the 11<sup>th</sup> cause of action.

In addition, Cove View asserts Plaintiff, Stasha Sill, seeks to quiet title in her name as an equitable owner in fee simple subject to the SD Dimension loan. (UMF No. 2.) SD Dimension LLC has already been dismissed with prejudice. (UMF No. 3.) The SD Dimension Deed of Trust and Note were assigned to Gary K. Beyer, Trustee of the Gary K. Beyer Declaration of Trust; Chloe, LLC; and Boris Bystritsky and Alla Bystritsky, Trustees of the Bystritsky Trust. (UMF No. 6.) These owners foreclosed on the subject Property and became the new owners. (UMF No. 7.) On 11/30/22, those owners sold the property to Cove View. (UMF No. 8.) Plaintiffs have already dismissed the prior owners with prejudice. (UMF No. 9.)

Further, Cove View asserts that Plaintiff, Stasha Sill seeks to quiet title in her favor "subject to the original mortgage of SD Dimensions." (SAC ¶ 162.) Cove View argues that in order to do this, she would have to cancel the deed held by Cove View; the deed held by the prior owners (along with the notice of default and notice of trustee's sale); the deed of trust held by LBC (SAC ¶ 124.vi); and cancel the assignment of the note and deed of trust from SD Dimensions. (See SAC ¶¶ 123-124.) However, Cove View argues this cannot be done because Plaintiff has already dismissed with prejudice: SD Dimension, LBC, the Beyer Trustee, and the Bystritsky Trustees, *with prejudice*. Cove View argues that since these parties are necessary and indispensable, and cannot be joined, her request presents an impossibility.

Finally, Cove View correctly argues that there are no allegations it engaged in any wrongful conduct. Defendant Cove View has established its initial burden. However, Plaintiff Stasha Sill has not opposed this motion. She offers no evidence that would raise a triable issue of material fact as to the quiet title cause of action as it applies to Cove View. As a result, the motion is granted.

**2.**

| CASE #      | CASE NAME           | HEARING NAME                                    |
|-------------|---------------------|-------------------------------------------------|
| CVRI2404740 | ARCILA VS DUBOSE MD | MOTION TO COMPEL FURTHER RESPONSES TO DISCOVERY |

**Tentative Ruling:**

**Deny motion to Compel Further Responses to Discovery.**

This medical malpractice action was filed on August 27, 2024. On October 28, 2025, Plaintiff propounded initial discovery consisting of form interrogatories, special interrogatories, requests for production, and requests for admission on Defendant. On November 21, 2025, Plaintiff agreed to grant an extension of time until January 5, 2026, for Defendant to provide responses to his initial discovery requests. Defendant served verified responses on January 5, as agreed.

At a hearing on May 7, 2026, the Court continued the hearing to June 24, 2026, and ordered the parties to further meet and confer and provide the Court with a joint status statement. The Court also ordered Plaintiff to file and serve a separate statement.

Pursuant to the Court's order to submit a joint status report regarding the results of the meet and confer, counsel for the Defendant (Mr. McFall) undertook to prepare a proposed draft joint statement served electronically on Plaintiff on June 11, 2026. There was no response from the Plaintiff. Defendant, in its further opposition filed on June 15, 2026, says that since Plaintiff failed to comply with the Court's order re a joint status report, this motion should be denied, in addition to other reasons stated in the original Opposition.

Given the lack of a joint status report, on June 15, 2026, Defendant filed a Declaration of attorney Scott B. McFall ("McFall Decl.") regarding the court-ordered meet and confer. A joint status report was not filed, apparently due to the lack of cooperation of Plaintiff. In his declaration, Mr. McFall states that the court-ordered meet and confer took place on May 15, 2026, by telephone. Prior to the meet and confer, on May 14, 2026, Plaintiff served a 61-page separate statement in support of his motion. This included Special Interrogatories, Request for Production of Documents and Requests for Admissions. There were no Form Interrogatories included in the Separate Statement.

The conference on May 15, 2026, lasted about 50 minutes during which a few of the special interrogatories and a portion of the request for production were discussed. Other than those limited specific discovery items, Plaintiff did not want to discuss any of the other discovery items on his separate statement. Mr. McFall proposed a further meet and confer in an attempt to comply with the Court's order though Plaintiff declined.

### **Special Interrogatories 1 and 2.**

Plaintiff said that Defendant's answers, "were not good enough" and when asked for an explanation, Plaintiff stated that he did not wish to discuss the Special Interrogatories any further and "wanted the court to decide."

The Plaintiff indicated that he did not want to discuss any further responses to any other Special Interrogatories or those to Request for Admission. The Form Interrogatories were not included in the Separate Statement.

### **Request for Production of Documents 1-4, 6-8.**

These requests were discussed together since all requested records or materials from Desert Regional Medical Center and from Greater Modesto Medical Surgical Associates, Inc. Mr. McFall explained (as was also pointed out in Defendant's opposition to this motion) that Defendant Dubose does not have possession nor does

she maintain custody or control of any of the records in the above-requests and is not the custodian of records. McFall explained to Plaintiff that if he wanted these records, he would have to contact the above entities and could use appropriate signed authorization to make the request he wanted. It was also mentioned that the requests failed to meet the statutory requirements mentioned in Defendants' initial answers, although Defendant still provided answers.

Through his interpreter, Plaintiff indicated he understood these comments but thought Defendant's comments were not acceptable and that Defendant needed to produce the records. Plaintiff declined to have any further discussion regarding the request for production of documents.

### **Form Interrogatories.**

The separate statement does not include form interrogatories; therefore, the motion is **DENIED** as to form interrogatories as well. Under Cal. Rules of Court, rule 3.1345(c):

A separate statement is a separate document filed and served with the discovery motion that provides all the information necessary to understand each discovery request and all the responses to it that are at issue. The separate statement must be full and complete so that no person is required to review any other document in order to determine the full request and the full response. Material must not be incorporated into the separate statement by reference. The separate statement must include-for each discovery request (e.g., each interrogatory, request for admission, deposition question, or inspection demand) to which a further response, answer, or production is requested-the following:

- (1) The text of the request, interrogatory, question, or inspection demand;
- (2) The text of each response, answer, or objection, and any further responses or answers;
- (3) A statement of the factual and legal reasons for compelling further responses, answers, or production as to each matter in dispute;
- (4) If necessary, the text of all definitions, instructions, and other matters required to understand each discovery request and the responses to it;
- (5) If the response to a particular discovery request is dependent on the response given to another discovery request, or if the reasons a further response to a particular discovery request is deemed necessary are based on the response to some other discovery request, the other request and the response to it must be set forth; and
- (6) If the pleadings, other documents in the file, or other items of discovery are relevant to the motion, the party relying on them must summarize each relevant document.

*As to the form interrogatories, without including the form interrogatories, Plaintiff did not comply with rule 3.1345.*

**Special Interrogatories, Requests for Production, Requests for Admission.**

Despite the Court’s order to meet and confer, Plaintiff did not meaningfully meet and confer in good faith regarding the subject discovery. Instead, as to the few discovery matters addressed, Plaintiff stated or indicated that either (1) answers “were not good enough” and when asked for an explanation, Plaintiff stated that he did not wish to discuss [the Special Interrogatories] any further and “wanted the court to decide;” or (2) just wanted the Court to decided or (3) did not want to continue the meet and confer conversation but instead indicated the Court should decide.

This is not meeting and conferring. The Court finds that Plaintiff failed to comply with the Court order to (1) meet and confer and (2) filed a joint status report.

**3.**

| <b>CASE #</b> | <b>CASE NAME</b>                                               | <b>HEARING NAME</b>       |
|---------------|----------------------------------------------------------------|---------------------------|
| CVR12504966   | AVERY GARDEN ASSISTED LIVING INC. VS BMW OF NORTH AMERICA, LLC | MOTION FOR ATTORNEYS FEES |

**Tentative Ruling:**

**MOTION GRANTED**, Attorney Fees awarded are \$9,400.00, and Plaintiff has substantiated \$1,008.01 in costs. Defendant has made no challenges to the costs.

Plaintiffs Avery Garden Assisted Living Inc., Linda Thomas and Erik Thomas allege that they purchased a new 2022 BMW 750I that contains defects to the electronics, interior component, exterior and body component, sunroof, suspension system, electrical, infotainment system, and instrument cluster. Plaintiffs filed this action on 8/11/25 and filed the First Amended Complaint (FAC) as a matter of right on 12/4/25. The FAC asserts: (1) breach of express warranty; (2) breach of implied warranty; and (3) Civil Code § 1793.2(b).

On 1/13/26, Plaintiffs filed a notice of settlement.

Plaintiffs move for attorney fees and costs of \$26,580 (\$17,720 lodestar, \$8,860 multiplier, \$1,008.01 costs). Plaintiffs discuss the procedural history, and contend the fees are reasonable. They request a multiplier based on the risk of contingency and delay in payment.

Defendant contends that there was only two months between Defendant’s answer and the 998 offer that Plaintiff accepted. It points out that there was no motions, discovery, or trial preparation—Plaintiffs filed their complaint and Defendant offered a repurchase. Defendant contends the reasonable fees are \$6,000. It argues that Plaintiff’s counsel spent 12 minutes trying to resolve this with Defendant before motion practice. It asserts that Plaintiffs filed a FAC after Defendant notified the deficiencies in the original complaint, and spent multiple time revising the FAC. It argues the court should strike any fees after the section 998 offer. It contends the court should strike the fees for this motion. It states that there is no basis for a multiplier. It argues that there are no exhibits to support the costs of \$1,008.01.

In reply, Plaintiffs argue they tried to resolve the fees motion in good faith, to which Defendant did not provide a response to their email. It otherwise argues the fees

are reasonable. It argues the costs can be cross-referenced with the billing dates. It otherwise repeats the arguments from the moving papers.

In a supplemental declaration, Plaintiffs' counsel provides invoices for the costs.

Under Civil Code § 1794(d) (Song-Beverly Act), "[i]f the buyer prevails in an action under this section, the buyer shall be allowed by the court 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." Here, the parties apparently settled with the court to decide fees.

At issue in this motion is the reasonableness of Plaintiff's request. The matter of reasonableness of a party's attorney's fees is within the sound discretion of the trial judge. (*Bruckman v. Parliament Escrow Co.* (1989) 190 Cal.App.3d 1051, 1062.) Courts generally consider several factors in determining the reasonableness of a party's attorney's fees. These include "the nature of the litigation, the difficulty of the litigation, the attention given to the issues, the success of the attorney's efforts, and time consumed. [Citation omitted.]" (*PLCM Group, Inc. v. Drexler* (1999) 72 Cal.App.4th 693, 708.) Although a fee request ordinarily should be documented in great detail, the court is entitled to make its own evaluation of the reasonable worth of the work done in light of the nature of the case and the credibility of counsel's declaration, unsubstantiated by time records and billing statements. (See *Weber v. Langholz* (1995) 39 Cal.App.4th 1578, 1587; see also *Bernardi v. County of Monterey* (2008) 167 Cal.App.4th 1379, 1394.) Specifically in exercising its discretion, the Court may consider all of the facts and the entire procedural history of the case in setting the amount of a reasonable attorney's fee award. (*Bernardi, supra*, 167 Cal.App.4th 1379, 1394.)

Lodestar is the objective starting point to determine if attorney's fees are reasonable. (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1242.) Lodestar is calculated by assessing the reasonable rate for comparable services in the local community, multiplied by the reasonable number of hours spent on the case. (*Id.*) Lodestar requires the court to determine what a reasonable rate and number of hours expended. (*Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1320.)

Based on a review of the billing records, counsel spent as follows:

| <b>Attorney</b>                     | <b>Hours</b> | <b>Hourly Rate</b> | <b>TOTAL</b> |
|-------------------------------------|--------------|--------------------|--------------|
| Brim, Mitchel<br>(associate)        | 15.5         | \$550              | \$8,525.00   |
| Murray, Brian<br>(senior associate) | .3           | \$550              | \$165.00     |
| Rosenstein,<br>Michael (partner)    | 12.9         | \$700              | \$9,030.00   |
| <b>TOTAL</b>                        | 28.7         |                    | \$17,720.00  |

First, the hourly rates are excessive. Plaintiffs make no showing that they could not obtain local counsel and therefore are entitled to out-of-town rates. (*Center for Biological Diversity v. County of San Bernardino* (2010) 188 Cal.App.4th 603, 615-619 (plaintiffs were entitled to Santa Monica rates for counsel when they proved they could

not obtain local counsel).) A more reasonable amount is \$400 for associates and \$550 for partners.

Second, there was excess time spent on certain tasks. The court reduces/removes the following entries: 9/26/25 (.1) and 12/12/25 (.1) appear to be clerical work and is reduced to zero; 12/3/25 in drafting the FAC is reduced to 1.5 hours; time spent on the SAC (.8) is unreasonable when Defendant provided the 998 offer, and is reduced to zero; 10.7 hours spent on this fee motion is excessive and the court reduces the time to 5.0 hours.

As such, the court finds the following lodestar to be reasonable:

| <b>Attorney</b>                     | <b>Hours</b> | <b>Hourly Rate</b> | <b>TOTAL</b> |
|-------------------------------------|--------------|--------------------|--------------|
| Brim, Mitchel<br>(associate)        | 13.5         | \$400              | \$5,400.00   |
| Murray, Brian<br>(senior associate) | .1           | \$400              | \$40.00      |
| Rosenstein,<br>Michael (partner)    | 7.2          | \$550              | \$3,960.00   |
| <b>TOTAL</b>                        | 20.8         |                    | \$9,400.00   |

There should be no multiplier. The purpose of the lodestar enhancement is “to bring 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.” (*Ketchem v. Moses* (2001) 24 Cal.4t h 1122, 1132.) The party seeking enhancement has the burden of proof. (*Id.* at 1138.) “[A] trial court should award a multiplier for exceptional representation only when the quality of representation far exceeds the quality of representation that would have been provided by an attorney of comparable skill and experience billing at the hourly rate used in the lodestar calculation. Otherwise, the fee award will result in unfair double counting and be unreasonable.” (*Id.* at 1138.) There is no basis for enhancement. This is merely double billing. Again, this was not a complicated case. As to the skill, again, there was no exceptional quality of work in this case to justify a multiplier.

As to costs, Plaintiffs only demonstrate \$1,008.01—all of which are attorney service fees. However, contrary to the reply, they do not correspond with specific billing entries.

Plaintiffs HAS SINCE THE REPLY WAS FILED provided invoices for the costs. Defendant does not challenge the costs. The court awards the full amount as requested.

**4.**

| <b>CASE #</b> | <b>CASE NAME</b>                                            | <b>HEARING NAME</b>                                                                                                                 |
|---------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| RIC2002390    | CARLSON D.O. VS THE REGENTS OF THE UNIVERSITY OF CALIFORNIA | MOTION TO TAKE PLAINTIFF'S MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT OFF CALENDAR OR, IN THE ALTERNATIVE, TO DENY AS UNTIMELY |

**Tentative Ruling: GRANTED**

**5.**

| <b>CASE #</b> | <b>CASE NAME</b>                                                     | <b>HEARING NAME</b>                            |
|---------------|----------------------------------------------------------------------|------------------------------------------------|
| RIC2002390    | CARLSON D.O. VS THE<br>REGENTS OF THE<br>UNIVERSITY OF<br>CALIFORNIA | MOTION FOR JUDGMENT<br>NOTWITHSTANDING VERDICT |

**Tentative Ruling: OFF CALENDAR**