

1 FAHED FREDDY SAYEGH
2 407 E. Woodbury Rd.
3 Altadena, California 91001
4 Telephone: (310) 877-5033
5 freddy@thefoxxfirm.com

6 IN PRO PER
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 FAHED SAYEGH

11 Petitioner,

12 v.

13 NUHA SAYEGH,

14 Respondent.

CASE NO: 25PDFL01441
(r/w 25PDRO01246 (related dv matter)
(r/w 25PDFL01460 (related dv matter))

**PETITIONER'S OPPOSITION TO
RESPONDENTS'S REQUEST FOR
ATTORNEY'S FEES (Fam. Code § 6344);
MEMORANDUM OF POINTS &
AUTHORITIES; DECLARATION OF
FAHED "FREDDY" SAYEGH;
[PROPOSED] ORDER**

15

16 **I. Introduction**

17 Respondent seeks fees under Family Code § 6344 using a single invoice that mixes DVRO tasks
18 with dissolution/financial-disclosure work. Section 6344 authorizes only reasonable DVRO-
19 related fees and requires the court to consider ability to pay. The court should (1) exclude non-
20 DVRO entries (e.g., dissolution response/UCCJEA, first-appearance fee, FL-150 work and
21 related e-filings); and (2) reduce the DVRO remainder for duplication/over-staffing of a single
22 hearing, block-billing, administrative time, and travel billed at full rates. On this record, a steep
23 reduction is warranted and any award should be tightly capped.

24
25 Numbers at a glance (from Respondent's invoice and exhibits):

- 26 • Total billed: \$14,473.64
27 • Minimum non-DVRO carve-outs to exclude now: \$2,237.64 (dissolution Response+UCCJEA;
28 first-appearance fee; FL-150/paystub tasks; associated e-filings)

OPPOSITION TO ATTORNEY'S FEES

- DVRO baseline before reasonableness cuts: $\approx \$12,236.00$
 - Reasonableness reductions requested: removal of duplicative staffing for the 10/15 hearing; strike/halve travel billed at full rates; strike clerical/admin time; apply a 25–40% haircut to block-billed entries.
 - Proposed cap (post-reductions): not to exceed \$4,000.

II. Legal Standard (Lodestar; Reasonableness)

“The fee setting inquiry in California ordinarily begins with the ‘lodestar,’ i.e., the number of hours reasonably expended multiplied by the reasonable hourly rate.” PLCM Group, Inc. v. Drexler, 22 Cal.4th 1084, 1095 (2000). Courts consider the prevailing market rate and may adjust the lodestar for case-specific factors. See Serrano v. Priest, 20 Cal.3d 25, 48–49 (1977). The issue is the reasonable value of services, not the amount billed. Akins v. Enterprise Rent-A-Car Co., 79 Cal.App.4th 1127, 1134 (2000). See also Iverson v. Spang Indus., Inc., 45 Cal.App.3d 303, 312 (1975) (court assesses complexity, importance, skill, and time actually/necessarily consumed).

Under Family Code § 6344, the court (1) limits fees to DVRO work; (2) considers ability to pay; and (3) awards only reasonable, necessary fees.

III. Apportionment: Exclude Non-DVRO Work Now

Respondent's invoice includes charges that are not compensable under § 6344, including:

1. Dissolution Response & UCCJEA drafting/filing;
 2. First-appearance fee in the dissolution;
 3. Financial disclosure work (FL-150, paystub review/organization); and
 4. Related e-filing/filing-service entries.

Those tasks are governed, if at all, by Family Code §§ 2030–2032 on a proper noticed motion with the required supporting forms (e.g., FL-319/FL-158). The court should exclude at least \$2,237.64 now and deny those items without prejudice to a separate § 2030/2032 request.

IV. Duplicative/Over-Staffing for a Single Hearing

The 10/15 DVRO hearing was staffed by three timekeepers (lead counsel, associate, and

OPPOSITION TO ATTORNEY'S FEES

1 assistant) with overlapping travel, preparation, and “assist at hearing” entries. Courts routinely
2 allow one timekeeper for a short, single-issue hearing and cut secondary personnel substantially.

3 The court should:

- 4 • Allow lead counsel’s reasonable appearance time;
- 5 • Disallow the assistant’s hearing time entirely; and
- 6 • Reduce the associate’s same-day time by $\geq 75\%$ (or allow only a minimal prep slice if
7 independently necessary).

8 **V. Block-Billing and Vague Entries — Percentage Haircut**

9 Block-billing is not per se improper, but where separation between compensable (DVRO) and
10 non-compensable (dissolution) work is necessary, courts may apply a percentage reduction or
11 disregard entries that prevent meaningful review. Jaramillo v. County of Orange, 200
12 Cal.App.4th 811, 830 (2011); Heritage Pacific Financial, LLC v. Monroy, 215 Cal.App.4th 972,
13 1010 (2013); Bell v. Vista Unified Sch. Dist., 82 Cal.App.4th 672, 689 (2001); Lunada
14 Biomedical v. Nunez, 230 Cal.App.4th 459, 488 (2014).

15 Examples (from the invoice) include multi-hour blocks such as:

- 16 • “Revise Supplemental DVRO Declaration; prepare Exhibits” — 7.5 h (associate);
- 17 • “Draft chronology of history; preparation for DVRO hearing” — 5.0 h (associate).

18 A 25–40% haircut to those blocks is appropriate.

19 **VI. Administrative/Clerical Time and Travel at Full Rates**

20 Entries for e-filings, file updates, calendaring, and court service are clerical and should be struck
21 or billed at a non-attorney rate. Travel billed at full attorney rates should be reduced by 50% or
22 disallowed when duplicative with multiple staff traveling to the same appearance.

23 **VII. Ability to Pay**

24 Section 6344 requires consideration of the parties’ relative financial circumstances. Petitioner’s
25 FL-150 and supporting exhibits show constrained cash flow and significant fixed obligations.
26 That factor supports denying or substantially reducing any fee award (particularly after excluding
27 non-DVRO work and applying the above reductions).

OPPOSITION TO ATTORNEY’S FEES

1 **SUPPLEMENTAL CLARIFICATION OF ACCOUNTS AND EVENT EXPENDITURES**

2 **Counsel's Mischaracterizations of Accounts and Income**

3 Counsel, through his client, makes demonstrably false assertions and substantial exaggerations
4 regarding my finances. The bank statements at issue are business records for The Foxx Law
5 Group, PLC, not personal income. That entity is being wound down; it has no active clients, no
6 ongoing revenue, and no residual going-concern value. Its website (www.thefoxxfirm.com) has
7 been taken offline, and its Google and Yelp listings are marked “permanently closed.” The Foxx
8 Law Group, PLC continues to show ordinary wind-down expenses—e.g., payroll/contractor
9 costs, rent, utilities, insurance, software/subscriptions, bookkeeping/accounting, taxes/filing fees,
10 office supplies, postage/courier, and equipment depreciation—until its books and taxes are
11 finalized and the entity is closed.

12 Respondent also knows I have been suspended from the practice of law and cannot rely on
13 attorney earnings. She further knows I do not own any Culver City property and do not receive
14 rent from such property, and that I do not own the Woodbury location; to the contrary, I pay rent
15 there (it was my former law-office space).

16 **Insurance Reimbursements and Disaster-Response Activity**

17 Counsel misidentifies several checks as “income” when, in fact, they are insurance
18 reimbursements from State Farm totaling \$62,527.73 for documented Eaton Fires losses (January
19 7, 2025), including fire and smoke damage remediation, roof and fence repair, pool rust damage,
20 spoiled food, and household-item losses. These were reimbursements for expenses I had already
21 advanced; they are not earnings or profit distributions. (See Exhibits A1: State Farm claim
22 summaries, contractor invoices/receipts, and corresponding bank statements tying each
23 reimbursement to the loss.)

24 **Emergency Operations; 80+ Eaton Fire Events; In-Process Reconciliation**

25 Respondent erroneously alleges checks issued to a corporation are income. The checks issued
26 from Perfected Claims to The Foxx Law Group are to host Eaton Fire Disaster related events.
27 Each check were issued on different days for different amounts, these events began in February

OPPOSITION TO ATTORNEY'S FEES

1 up until the current day.

2 In the wake of the fires, I helped produce, assisted, or developed from the ground up each of
3 these events on an emergency basis. We operated as The Foxx Law Group, PLC dba The
4 Altadena Coalition because there was no time to establish new banking and related
5 administrative accounts; the legacy firm account served only as a fiscal conduit for program
6 costs. Following more than 80 public events delivered on an emergency timetable, I had limited
7 capacity to reconcile every expenditure contemporaneously. A full reconciliation is underway
8 now. The checks shown in bank records span February through November; the dates shown are
9 issuance dates of reimbursements or vendor payments and do not represent the entire period of
10 work or program activity those checks cover. These transactions correspond to event and
11 recovery program costs, not personal income. I will provide a supplemental reconciliation ledger
12 mapping each check to its invoice(s), vendor, purpose, and program category upon completion of
13 reconciliation.

14 **Event & Facilities Cost Detail (Categories for Exhibits) to build Altadena Resource Center**

15 A. Capital Equipment (one-time purchases; inventoried): sound system (powered speakers/PA,
16 subs, monitors, amps, digital mixers, wired/wireless microphones, DI boxes, stands, cabling,
17 road/rack cases), lighting/rigging (LED washes/spots, pars, DMX controllers, truss and crank
18 stands, stage decks/risers, safety hardware), backline/DJ gear, power and distribution
19 (generators, distro panels, cable ramps, heavy-gauge extensions, UPS), IT/AV (projectors,
20 screens, cameras for livestream, capture cards, routers/APs, SD media, tripods/gimbals),
21 storage/maintenance (cases, repair parts, consumables).

22 B. Venue, Rentals & Site Infrastructure: venue rentals (including Altadena Community Center),
23 tables/chairs, pipe & drape, tents/canopies, staging, fencing/barricades, stanchions, signage
24 stands, heaters/fans/misters, sandbags/ground cover/cable mats, golf carts/UTVs with fuel and
25 delivery/pickup charges, temporary office/green room setup.

26 C. Public Safety, Compliance & Insurance: event general liability and additional insureds;
27 security, overnight watch, bag checks; EMT/medical standby; fire extinguishers/PPE;

OPPOSITION TO ATTORNEY'S FEES

1 county/city/health/fire/building/sound permits and inspections; occupancy/load plans; ADA
2 accommodations (ramps/rails, compliant seating, ASL interpreters, assistive listening); police
3 detail/traffic control as required.

4 D. Staffing, Contractors & Professional Services: event producers, stage managers, audio
5 engineers, lighting techs, site ops crew; graphic design/web/registration;
6 photography/videography/livestream; accounting/bookkeeping; payroll service fees; legal/risk
7 review; permit expeditors; translators/interpreters; outreach ambassadors; volunteer coordination.

8 E. Program Delivery & Outreach: printing (flyers, posters, programs, wayfinding/safety signage,
9 vinyl banners, QR placards); digital outreach (social ads/boosts, email platforms,
10 domains/hosting); registration platforms and merchant fees; youth activities materials; speaker
11 honoraria and travel stipends; food & beverage for attendees/volunteers; community resource
12 table costs (tent space, linen, utilities, power).

13 F. Operations, Sanitation & Waste: portable restrooms (including ADA units) and hand-washing
14 stations; janitorial/cleaning; trash/recycling/green-waste hauling; back-of-house supplies (gaff
15 tape, zip ties, batteries, gloves, first-aid restock, tool rentals).

16 G. Altadena Community Center – Remodel & Compliance Upgrades: electrical (additional
17 circuits/outlets, panel work, dedicated AV power, emergency/exit lighting), ADA
18 (ramps/railings, restroom clearances, signage), life-safety (illuminated exit signs, egress
19 hardware, fire-safety updates), interior improvements (drywall/patch/paint, flooring repairs,
20 acoustical panels, window films), HVAC service/filters, low-voltage/IT (network drops, cable
21 management, router/AP mounting, secure equipment closet), permit/inspection fees, contractor
22 invoices (electrical, carpentry, flooring, signage).

23 H. Transportation & Logistics: truck/van rentals, fuel, mileage, tolls/parking; courier/last-mile
24 delivery; loading dock fees.

25 I. Ongoing Overhead (during wind-down/project period): rent for Woodbury community
26 workspace, utilities/internet/insurance, software/subscriptions (Adobe/Office/storage/project
27 management), bank service charges and payment-processor fees tied to registrations.

OPPOSITION TO ATTORNEY'S FEES

VIII. Requested Relief

Petitioner respectfully requests that the Court:

1. Exclude non-DVRO charges now (minimum \$2,237.64 for dissolution/UCCJEA, first-appearance fee, FL-150/paystub tasks, and related e-filings);
 2. On the DVRO remainder ($\approx \$12,236.00$), apply reductions for duplication/over-staffing, block-billing, clerical/admin time, and travel, resulting in a cap not to exceed \$4,000; and
 3. Enter the proposed order below.

IX. Supplemental Opposition to Amended Fee Request (Post-Termination / Fee-Collection Billing)

Summary. After being terminated on October 15, Respondent’s counsel filed a new fee request that is largely billing to collect fees (e.g., lis pendens paperwork, §271 notices, fee-motion work, internal “update file,” and mail/e-file charges). Those entries are not DVRO work, are post-termination, and are not compensable under Family Code § 6344. They must be excluded. Petitioner incorporates the original opposition’s apportionment, block-billing reductions, administrative/clerical carve-outs, and cap request, and supplements as follows:

I. § 6344 Allows Only DVRO-Related Fees — Not Fee-Collection or Dissolution Work

Section 6344 authorizes reasonable DVRO-related fees, considering ability to pay. It does not authorize: (a) post-termination time; (b) fee-collection work (draft/serve §271 notices, fee-motion papers, “update file” entries); (c) dissolution/financial tasks (FL-150/I&E, dissolution discovery, first-appearance fees, lis pendens); or (d) clerical/admin and travel at full rates. The Court should limit any award to pre-October 15 DVRO time and then apply the reductions shown in Petitioner’s original opposition.

II. Post-Termination Entries (10/17–11/06) Are Fee-Collection or Non-DVRO and Must Be

Stricken Respondent's own invoices show that, after October 15, time was spent on collecting fees and non-DVRO tasks (lis pendens, §271 notice, dissolution discovery/financials, memo re Borson, admin/e-filing). Examples include entries on: 10/17 (discovery/I&E), 10/20 (deeds review; draft Notice of Lis Pendens), 10/23 (draft §271 sanctions notice; finalize lis pendens),

OPPOSITION TO ATTORNEY'S FEES

1 10/24–10/28 (I&E revisions; admin; emails), 10/31–11/04 (update file/admin), and 11/05–11/06
2 (amended lis pendens; declaration/memo re Borson, e-file/service). These are categorically
3 non-DVRO and post-discharge and must be excluded in full.

4 **III. Even Pre-10/15 DVRO Time Requires Reductions Already Briefed** For any pre-10/15
5 DVRO-related remainder, the Court should apply the cuts shown in Petitioner’s original
6 opposition: duplicate staffing at the DVRO hearing; block-billing haircuts (25–40%) where
7 DVRO and non-DVRO work are commingled; clerical/admin tasks struck or billed at
8 non-attorney rates; and travel at full attorney rate reduced by 50% or more.

9 **IV. Ability to Pay** Petitioner’s FL-150 and declaration (insurance reimbursements; firm
10 wind-down; no attorney income) demonstrate constrained cash flow, supporting denial or sharp
11 limitation of any award after the exclusions above.

12 **Requested Relief** Petitioner respectfully requests that the Court: (1) Exclude all entries dated
13 after October 15 as post-termination and/or fee-collection work (including lis pendens, §271
14 notices, Borson-related drafting, and associated admin/e-file/postage); (2) Exclude
15 dissolution/financial-disclosure work (Response/UCCJEA, first-appearance fees, FL-150/I&E,
16 discovery) and all clerical/admin time and travel at full rates; and (3) On any pre-10/15 DVRO
17 remainder, apply reductions for duplicate staffing and block-billing (25–40% haircut) and enter a
18 tight cap (e.g., not to exceed \$4,000).

19

20 **Exhibit Call-Outs (Billing Entries to be Excluded)**

- 21 • 10/17 — dissolution discovery/I&E preparation and revisions; not DVRO.
22 • 10/20 — deeds review; draft Notice of Lis Pendens; not DVRO.
23 • 10/23 — draft §271 sanctions notice; finalize lis pendens; fee-collection posture.
24 • 10/24–10/28 — I&E, admin/“update file,” emails; not DVRO.
25 • 10/31–11/04 — “update file” entries preparing for 11/19; administrative.
26 • 11/05–11/06 — amended lis pendens; declaration/memo re Borson; pure fee-collection.

1 **DECLARATION OF FAHED “FREDDY” SAYEGH IN SUPPORT OF OPPOSITION TO**
2 **RESPONDENT’S REQUEST FOR ATTORNEY’S FEES (Fam. Code § 6344)**

3 I, Fahed “Freddy” Sayegh, declare:

4 Identity & Competence. I am the Petitioner in this action. I have personal knowledge of the facts
5 set forth herein and could and would testify competently to them if called as a witness.

6 Law Practice Status / Firm Wind-Down. I was suspended from the practice of law on February
7 14, 2025. My former entity, The Foxx Law Group, PLC (FLG), is being wound down. FLG has
8 no active clients, no ongoing revenue, and no going-concern value. The public-facing website
9 has been taken offline and the Google/Yelp pages state “permanently closed.” FLG continues to
10 incur ordinary wind-down expenses (rent, utilities, payroll/contractors, insurance,
11 software/subscriptions, bookkeeping/accounting, filing fees, office supplies, postage/courier, and
12 equipment depreciation) until its books and taxes are finalized and the entity is closed.

13 Accounts Are Business, Not Personal Income. The bank statements identified by Respondent are
14 business records of FLG, not my personal income. During the wind-down period and the
15 emergency response described below, the FLG account functioned solely as a fiscal conduit to
16 receive reimbursements and pay project expenses when it was not feasible to open new banking
17 immediately.

19 No Rental Income / Property Ownership. I do not own any property in Culver City and do not
20 receive rent from any such property. I also do not own the Woodbury location; I pay rent there (it
21 served as my former law-office/community workspace).

22 Eaton Fires & Emergency Operations. On January 7, 2025, the Eaton Fires struck
23 Altadena/Pasadena. From that time through the present, I helped produce, assisted, or developed
24 from the ground up more than 80 public events and community-response programs on an
25 emergency basis, operating as The Foxx Law Group, PLC dba The Altadena Coalition due to the
26 urgent need to act before new banking and back-office systems could be established.

27 Insurance Reimbursements (Not Income). Checks counsel labels as “income” are insurance
28

1 reimbursements from State Farm totaling \$62,527.73 for documented fire/smoke losses from the
2 Eaton Fires, including remediation, roof and fence repair, pool rust damage, spoiled food, and
3 household-item losses. I had already advanced these costs; the deposits are reimbursements, not
4 earnings or profit distributions. True and correct copies of State Farm claim summaries,
5 contractor invoices/receipts, and corresponding bank statement entries (tying each
6 reimbursement to the loss) are attached as Exhibits A-1)

7 Event & Facility Expenditures (Program Costs, Not Income). Deposits and disbursements in the
8 period after the fires correspond to restricted program budgets for community events and
9 recovery efforts, including: (a) capital equipment (professional sound system, lighting, truss,
10 staging, AV/IT, storage cases); (b) venue/rentals/site infrastructure (including Altadena
11 Community Center), tents, staging, fencing, signage stands, cable mats, heaters/fans,
12 carts/UTVs; (c) public safety/compliance/insurance (GL, security, EMT, permits/inspections,
13 ADA/ASL); (d) staffing/contractors (producers, engineers/techs, site ops,
14 graphics/web/registration, photo/video/livestream, accounting, permit expeditors, translators,
15 outreach); (e) program delivery/outreach (printing/signage, digital ads, email platforms,
16 domains/hosting, merchant/registration fees, youth materials, speaker honoraria, food &
17 beverage); (f) operations/sanitation/waste (portable restrooms incl. ADA units, hand-wash
18 stations, janitorial, trash/recycling/green-waste hauling, back-of-house supplies); (g)
19 transportation/logistics (truck/van rentals, fuel, mileage, tolls/parking; courier/last-mile, dock
20 fees); and (h) ongoing overhead during wind-down (Woodbury rent, utilities, internet, insurance;
21 software/subscriptions; processor/bank fees linked to registrations).

22 Altadena Community Center – Remodel & Code Compliance. To safely host workshops and
23 town halls, funds were also used for remodel and compliance upgrades at the Altadena
24 Community Center, including electrical (added circuits/outlets, panel work, dedicated AV power,
25 emergency/exit lighting), ADA (ramps/railings, restroom clearances, signage), life-safety
26 (illuminated exit signs, egress hardware, fire-safety updates), interior improvements
27 (drywall/patch/paint, flooring repairs, acoustical treatment), HVAC servicing/filters, low-

OPPOSITION TO ATTORNEY'S FEES

1 voltage/IT drops and cable management, and related permit/inspection fees. Contractor/vendor
2 invoices and matching bank entries are attached in the D-series exhibits below.

3 Reconciliation In Progress. Because these programs were delivered under emergency disaster-
4 response conditions, there was limited capacity to reconcile every expenditure in real time. We
5 are actively reconciling now. The checks reflected in bank records span February through
6 November; the dates shown are issuance dates of reimbursements or vendor payments and do not
7 represent the full period of work or program activity covered. I will provide a supplemental
8 reconciliation ledger mapping each check to its underlying invoice(s), vendor, purpose, and
9 program category upon completion of reconciliation.

10 Business-Records Foundation. The attached exhibits are kept in the ordinary course of business
11 by me and/or FLG. It is the regular practice to make and maintain such records at or near the
12 time of the acts or transactions recorded. (Evid. Code § 1271.)

13 Ability to Pay (Context). My FL-150 reflects constrained cash flow and significant fixed
14 obligations. In light of the wind-down of my practice, lack of attorney income, and the non-
15 income nature of the deposits referenced above, I respectfully submit that Respondent's fee
16 request should be confined to DVRO-related work and otherwise substantially reduced.

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct.

20 Executed on _____ 7th of November _____, 2025, at San Antonio Texas

21 /Fahed Sayegh/

22 Fahed "Freddy" Sayegh, Declarant

23

24

25

26

27

28

OPPOSITION TO ATTORNEY'S FEES

EXHIBIT A

Sayegh Status Letter (Exact PDF Attached)
Submitted in original PDF format to preserve layout.

*Providing Insurance and Financial Services
Home Office, Bloomington, IL*



October 18, 2025

FAHED SAYEGH
FAHEDA SAYEGH
1226 SONOMA DR,
ALTADENA, CA, 91001-3152

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 75-79F4-04C
Policy Number: 71-BW-U158-3
Location of Insured
Property: 1226 SONOMA DR, ALTADENA, CA, 91001-3152
Date of Loss: January 7, 2025
Type of Policy: Homeowners Policy HW-2105

Dear Fahed Sayegh and Faheda Sayegh:

Please allow this letter to provide you an update on your loss. I hope you find this information useful as we work together to bring this matter to a conclusion.

SUMMARY OF CLAIM STATUS

Coverage A – Dwelling/Coverage A – Other Structures

Your Coverage A – Dwelling policy limit is \$391,638.00 and Coverage A – Other Structures policy limit is \$39,164.00.

To date, we have provided you a claim payment of \$62,527.73 based on the replacement cost value of the damaged property.

If, before or during the period of repairs, you become aware that the actual cost to repair, rebuild, or replace your damaged property exceeds the cost estimated, please contact us immediately so that we may review any possible additional coverage for your loss.

Coverage B – Personal Property

Your Coverage B – Personal Property policy limit is \$293,728.00.

You have received an advance of \$19,173.60 towards your Coverage B-Personal Property loss.

Coverage C – Loss of Use (Additional Living Expense)

OPPOSITION TO ATTORNEY'S FEES

1
2 75-79F4-04C
3 Page 2
4 October 18, 2025

5
6 The most **we** will pay for the sum of all losses combined under **Additional Living Expense**,
7 **Fair Rental Value**, and **Prohibited Use** is the limit of liability shown in the **Declarations** for
8 **Coverage C – Loss of Use**.

9 Your Coverage C - Loss of Use limit is \$117,491.00. To date, we have paid \$85,086.15 for
10 incurred Additional Living Expenses.

11 In order to continue to address this portion of your loss, please forward any incurred Additional
12 Living Expenses which have not been provided for our review and consideration.

13 Your policy states as follows:

14 **COVERAGE C – LOSS OF USE**

15 The most **we** will pay for the sum of all losses combined under **Additional Living
Expense**, **Fair Rental Value**, and **Prohibited Use** is the limit of liability shown in the
16 **Declarations** for **Coverage C – Loss of Use**.

- 17 1. **Additional Living Expense.** When a **loss insured** causes the **residence premises**
18 to become uninhabitable, **we** will pay the reasonable and necessary increase in cost
19 incurred by an **insured** to maintain their normal standard of living for up to 24 months.
Our payment is limited to incurred costs for the shortest of:
a. the time required to repair or replace the premises;
b. the time required for **your** household to settle elsewhere; or
c. 24 months.

20 This period of time is not limited by the expiration of this policy.

21 In the event a **loss insured** arising from a state of emergency, as defined in Section
22 8558 of the Government Code, causes the **residence premises** to become
23 uninhabitable, **we** may grant an extension of up to 12 additional months, for a total of
24 36 months, if **you**, acting in good faith and with reasonable diligence, encounter a
25 delay or delays in the reconstruction process that are the result of circumstances
26 beyond **your** control. Circumstances beyond **your** control include, but are not limited
27 to:
a. unavoidable construction permit delays;
b. lack of necessary construction materials; or
c. lack of available contractors to perform the necessary work.

28 **We** will not pay more than the limit of liability shown in the **Declarations** for
Coverage C – Loss of Use. Any normal expenses that are reduced or discontinued
due to a **loss insured** will be subtracted from any amount owed.

This Company does not intend by this letter to waive any policy defenses in addition to those stated above and reserves its right to assert such additional policy defenses at any time.

If you have questions or need further assistance, please contact me at 866-787-8676, ext. 9619.

State Farm General Insurance Company

1 Take advantage of our self-service options
2 Go to statefarm.com® to easily review claim status, update communication and claim payment
3 preferences, and many other insurance services.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OPPOSITION TO ATTORNEY'S FEES

PROOF OF SERVICE

I am over the age of 18 and not a party to this action. My business address is 409 East Woodbury Road, Altadena, CA 91001. On 11-08-2025, I served the foregoing OPPOSITION TO ATTORNEYS FEES

Attorney for Petitioner
Kirk A. Kolodji, Esq.
Kolodji Family Law, PC
35 N. Lake Ave., Ste. 710, Pasadena, CA 91101
Tel: (310) 691-9671 • Email: kirk@kolodjifamilylaw.com

X By Electronic Service (CRC 2.251). Based on a written agreement to accept service electronically, I caused the document to be served at the email address listed above.

—OR—

By Mail. I deposited the document in the mail at Altadena, California, with postage fully prepaid, addressed as above.

—OR—

By Personal Service. I personally delivered the document to the address above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Samera Arkes

San Antonio Texas