

<p>COLORADO COURT OF APPEALS 2 East 14th Avenue Denver, Colorado 80203</p>	
<p>DISTRICT COURT, JEFFERSON COUNTY, COLORADO 100 Jefferson County Parkway Golden, CO 80401</p>	
<p>WILLIAM MONTGOMERY, Plaintiff, v. BEST BUY, L.P., Defendant.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Best Buy, L.P.: Lori K. Bell, Reg. No. 31714 Sarah K. Vogel, Reg. No. 58381 Montgomery Amatuzio 720 South Colorado Boulevard, Suite 1200-N Denver, CO 80246-3048 Telephone: 303-592-6600 lbell@mac-legal.com svogel@mac-legal.com</p>	<p>Court of Appeals' Case No: 2025CA1351 Case No.: 2023CV226 Division: 6</p>
<p style="text-align: center;">DEFENDANT-APPELLEE BEST BUY, L.P.'S ANSWER BRIEF</p>	

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<p style="text-align: center;">DEFENDANT-APPELLEE BEST BUY, L.P.'S CERTIFICATE OF COMPLIANCE</p>	

CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with all requirements of C.A.R. 28 or C.A.R. 28.1, and C.A.R. 32, including all formatting requirements set forth in these rules. Specifically, the undersigned certifies that:

The brief complies with C.A.R. 28(g) or C.A.R. 28.1(g).

- This brief contains 3,951 words, which is not more than the 9,500 word limit.

The brief complies with the standard of review requirements set forth in C.A.R. 28(a)(7)(A) and/or C.A.R. 28(b).

- For each issue raised by the appellant**, the brief contains under a separate heading before the discussion of the issue, a concise statement: (1) of the applicable standard of appellate review with citation to authority; and (2) whether the issue was preserved, and, if preserved, the precision location in the record where the issue was raised and ruled on, not to an entire document.
- In response to each issue raised, the appellee** must provide under a separate heading before the discussion of the issue, a statement indicating whether appellee agrees with appellant's statements concerning the standard of review and preservation for appeal and, if not, why not.

I acknowledge that my brief may be stricken if it fails to comply with any of the requirements of C.A.R. 28 or 28.1, and C.A.R. 32.

s/ Sarah K. Vogel

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I. ISSUES ON APPEAL

1. Did the District Court abuse its discretion in granting Defendant's Motion for Attorney Fees?
2. Did the District Court abuse its discretion in granting Defendant's Motion for Extension of Time to File Attorney Fees Computation?
3. Did the District Court abuse its discretion in granting Defendant's Attorney Fees Computation?

II. STATEMENT OF THE CASE

A. Description of Underlying Case

This case stems from a November 25, 2022 incident involving Plaintiff-Appellant (hereinafter “Plaintiff”) and Defendant-Appellee Best Buy, L.P. (hereinafter “Defendant”), and Plaintiff’s allegations of false imprisonment, defamation *per se*, and assault which he alleges stem from an event in which he was stopped by retail service employees at a Best Buy store located at 9369 Sheridan Boulevard, Westminster, Colorado, 80031. CF, p. 3. On November 25, 2022, Plaintiff alleges he was standing outside the Best Buy store location when he was approached by three retail service employees of Best Buy. *Id.* Plaintiff alleges he was then surrounded and prevented from leaving while the employees accused Plaintiff of stealing and threatened to harm Plaintiff around the corner and off camera. *Id.*

Plaintiff has established a history of filing lawsuits against Defendant and other retail companies following Plaintiff’s patterned targeting of such entities. CF, p. 13 – 19; 71; 79; 91 – 238.

Defendant proceeded with filing a *Motion for Summary Judgment* on July 25, 2024. CF, p. 227-239. Plaintiff filed his *Cross-Motion for Summary Judgment* on September 19, 2024. CF, p. 254-275. Following a full briefing schedule, the Trial

Court issued an Order granting Defendant's *Motion for Summary Judgment* and denying Plaintiff's *Cross-Motion for Summary Judgment* on November 19, 2024. Defendant then moved for attorney fees and alleged that Plaintiff's claims were frivolous, groundless, and/or vexatious. Following a full briefing schedule, the District Court granted Defendant's request for attorney fees on June 3, 2025.

Plaintiff now appeals the District Court's award of attorney fees.

B. Course of Proceedings

Plaintiff filed suit on November 21, 2023, in the Jefferson County District Court, and the matter was assigned to Judge Christopher C. Zenisek. CF, p. 1-4, and CF, p. 6-7. Plaintiff additionally filed a motion to proceed *In Forma Pauperis* on this same date, which was granted. CF, p. 5.

The District Court issued its *Civil Procedure Order* on November 22, 2023. CF, p. 6-7. The Order stated that Returns of Service on all defendants were to be filed within 63 days from the date of the filing of the Complaint. CF, p. 6.

Defendant filed its *Answer to Plaintiff's Complaint and Jury Demand under Simplified Civil Procedure* with exhibits on February 8, 2024. CF, p. 9 – 32.

Defendant filed its *Motion for Summary Judgment* on July 25, 2024. CF, p. 227 – 239. Defendant's *Motion for Summary Judgment* included exhibits. CF, p. 91 – 226.

Plaintiff filed his *Emergency Motion for Extension of Time to File Ptf's Response to Def's MSJ & Ptf's Own Cross-MSJ* with exhibits on August 12, 2024. CF, p. 242 – 248. The District Court granted Plaintiff's motion on August 21, 2024. CF, p. 249.

Plaintiff filed his *Cross-Motion for Summary Judgment* on September 19, 2024. CF, p. 254 – 275. Plaintiff's Cross-Motion included exhibits. CF, p. 276 – 280.

Plaintiff filed his *Response in Opposition to Defendant's MSJ* on September 19, 2024. CF, p. 640 – 671.

Plaintiff filed his *Motion to Exceed Page Limitation Regarding Plaintiff's Response to Defendant's Motion for Summary Judgment* on September 19, 2024. CF, p. 637 – 639.

Defendant filed *Defendant's Unopposed Motion for Extension of Time to File a Reply Brief for its Motion for Summary Judgment* on October 3, 2024. CF, p. 672 – 675. This motion was granted by the District Court on October 4, 2024. CF, p. 676.

Defendant filed *Defendant Best Buy, L.P.'s Response to Plaintiff's Cross-Motion for Summary Judgment* on October 10, 2024. CF, p. 677 – 688. Defendant's Response included exhibits. CF, p. 689 – 728.

Defendant filed *Defendant Best Buy, L.P.'s Reply Brief in Support of its Motion for Summary Judgment* on October 10, 2024. CF, p. 729 – 740. Defendant's Reply included exhibits. CF, p. 741 – 783.

The District Court issued an Order granting Plaintiff's *Motion to Exceed Page Limitation Regarding Plaintiff's Response to Defendant's Motion for Summary Judgment* on October 11, 2024. CF, p. 784 – 786.

Defendant filed a *Notice of Deposit* attesting to delivery of Exhibit Q to Defendant's *Response to Plaintiff's Cross Motion for Summary Judgment* on October 14, 2024. CF, p. 787 – 788.

Plaintiff filed his *Motion for Extension of Time to File Ptf's Reply to Def's Response to Ptf's Cross-MSJ* on October 21, 2024. CF, p. 791 – 794.

Plaintiff filed his *Notice of Conventionally Submitted Material in Plaintiff's Cross-Motion for Summary Judgment* on October 28, 2024. CF, p. 795 – 796.

Plaintiff filed his *Motion to Exceed Page Limitation Regarding Ptf's Reply to Def's Response to Ptf's Cross-MSJ* on October 28, 2024. CF, p. 797 – 799.

Plaintiff filed *Plaintiff's Reply to Defendant's Response to Plaintiff's Cross-Motion for Summary Judgment* on October 28, 2024. CF, p. 800 – 828. Plaintiff's Reply included exhibits. CF, p. 829 – 832.

Plaintiff filed *Plaintiff's Motion for Extension of Time to File Ptf's Reply to Def's Response to Ptf's Cross-MSJ* on October 21, 2024. CF, p. 834 – 837. This motion was granted by the District Court on the same date.

Defendant filed *Defendant's Response in Opposition to Plaintiff's Motion to Exceed Page Limitation* on October 29, 2024. CF, p. 838 – 840. Defendant's response included exhibits. CF, p. 841 – 843.

The District Court issued its *Order: Motion to exceed page limitation regarding ptf's reply to defs response to ptf's cross msj* on October 29, 2024, granting Plaintiff a page limitation extension by five pages. CF, p. 844 - 847.

Plaintiff filed *Plaintiff's Amended Reply to Defendant's Response to Plaintiff's Cross-Motion for Summary Judgment* on October 31, 2024. CF, p. 848 – 869.

Plaintiff filed his *Unopposed Motion to Strike and Replace Ptf's Reply to Def's Response to Ptf's Cross-MSJ* on October 31, 2024. CF, p. 870 – 872.

The District Court granted Plaintiff's *Unopposed Motion to Strike and Replace Ptf's Reply to Def's Response to Ptf's Cross-MSJ* on November 1, 2024. CF, p. 873 – 875.

The District Court issued its *Order Re: Cross Motions for Summary Judgment* on November 19, 2024, granting Defendant's *Motion for Summary Judgment* and denying Plaintiff's *Cross Motion for Summary Judgment*. CF, p. 876 – 883.

Defendant filed *Defendant's Bill of Costs* on December 3, 2024. CF, p. 884 – 889.

Plaintiff filed *Plaintiff's Motion for Reconsideration* with respect to the District Court's *Order Re: Cross Motions for Summary Judgment* on December 3, 2024. CF, p. 890 – 907.

Defendant filed *Defendant's Response in Opposition to Plaintiff's Motion to Reconsider* on December 24, 2024. CF, p. 908 – 913.

Defendant filed *Best Buy's Motion for Attorneys' Fees* on December 31, 2024. CF, p. 914 – 919. Defendant's Motion included exhibits. CF, p. 920 – 953.

Plaintiff filed *Plaintiff's Reply to Defendant's Response to Plaintiff's Motion for Reconsideration* on December 31, 2024. CF, p. 963 – 973.

The District Court issued its *Order: Plaintiff's Motion for Reconsideration* on January 6, 2025, denying Plaintiff's *Motion for Reconsideration*. CF, p. 974 – 992.

The District Court issued its *Order Re: Defendant's Bill of Costs* on January 7, 2025. CF, p.993 – 995. The District Court issued its *Amended Order Re: Defendant's Bill of Costs* on January 8, 2025. CF, p. 996 – 998.

Plaintiff filed *Plaintiff's Response to Defendant's Motion for Attorney Fees* on January 21, 2025. CF, p. 999 – 1015. Plaintiff's Motion included exhibits. CF, p. 1022 – 1028.

Plaintiff filed *Plaintiff's Second Motion for Reconsideration* on January 21, 2025. CF, p. 1016 – 1021.

Defendant filed *Defendant's Reply in Support of its Motion for Attorneys' Fees* on January 28, 2025. CF, p. 1029 – 1033.

Defendant filed *Best Buy's Response in Opposition to Plaintiff's Second Motion for Reconsideration* on February 7, 2025. CF, p. 1034 – 1036.

Plaintiff filed *Ptf's Reply to Def's Response to Ptf's Second Motion for Reconsideration* on February 14, 2025. CF, p. 1037 – 1041.

The District Court filed its *Order: Plaintiff's Second Motion for Reconsideration* on February 18, 2025, denying Plaintiff's Second Motion for Reconsideration. CF, p. 1042 – 1065.

The District Court filed its *Order Re: Defendant's Motion for Attorney Fees* on March 18, 2025, granting Defendant's Motion. CF, p. 1362 – 1365.

Defendant filed *Best Buy's Motion for Extension of Time* on April 10, 2025. CF, p. 1418 – 1422.

Defendant filed *Affidavit of Stephanie Boutsicaris Concerning Attorney's Fees* on April 16, 2022. CF, p. 1423 – 1428. Defendant's Affidavit included exhibits. CF, p. 1429 – 1628.

Plaintiff filed *Plaintiff's Response to Defendant's Motion for Extension of Time to File Attorney Fees Computation* on May 1, 2025. CF, p. 1631 – 1640. Plaintiff's Response included exhibits. CF, p. 1641 – 1647.

The District Court issued its *Order Regarding Best Buy's Motion for Extension of Time* on May 5, 2025, granting Defendant's Motion. CF, p. 1648.

The District Court issued its *Order Re: Defendant's Computation of Attorney Fees* on June 3, 2025, granting Defendant attorney fees in the amount of \$36,124.50. CF, p. 1704 – 1708.

Plaintiff filed his *Notice of Appeal* on July 22, 2025. CF, p. 1710 – 1727.

III. SUMMARY OF THE ARGUMENT

The District Court committed no error in granting Defendant's Motion for Attorney Fees, Defendant's Motion for Extension of Time to File Attorney Fees Computation, and Defendant's Attorney Fees Computation.

The District Court properly considered the record and identified reasonable support for its conclusion that Plaintiff's claim was frivolous, groundless, and/or vexatious and, therefore, acted well within its discretion when it made the

determination to award attorney fees to Defendant. Accordingly, the Court should uphold the District Court's decision to award Defendant attorney fees based upon the same.

The District Court properly exercised its discretion pursuant to C.R.C.P. 6(b) in granting Defendant's *Motion for Extension of Time*. Plaintiff has not demonstrated a clear showing that the District Court abused its discretion in granting the *Motion for Extension of Time*. Accordingly, this Court should uphold the District Court's *Order Re: Defendant's Motion for Extension of Time*.

The District Court properly assessed its lodestar calculation and issued a reasonable lodestar amount in assessing its order of attorney fees against Plaintiff. Further, Defendant does not contest the lodestar amount assessed by the District Court. Defendant notes the lodestar amount assessed by the District Court substantially reduced Defendant's originally requested amount for attorney fees. Accordingly, this Court should uphold the District Court's award of attorney fees to Defendant in the amount of \$36,124.50.

IV. ARGUMENT

A. The District Court committed no error in granting Defendant's Motion for Attorney Fees

i. Standard of Review

Defendant agrees that the standard of review for determining whether a party is entitled to attorney fees is that of abuse of discretion. *Nienke v. Naiman Group, Ltd.*, 857 P.2d 446, 448 (Colo.App. 1992). Defendant agrees issues of statutory interpretation are reviewed de novo. *Castro v. Lintz*, 338 P.3d 1063, 1067 (Colo.App. 2014).

ii. Preservation on Appeal

Defendant agrees that Plaintiff preserved his objections on this issue for appeal.

iii. Discussion

Plaintiff appeals the District Court's decision to award attorney fees as authorized under C.R.S. § 13-17-101. The Colorado legislature provided this statutory authority to the trial courts because it "recognize[d] that courts of record of this state have become increasingly burdened with litigation which is straining the judicial system and interfering with the effective administration of civil justice," and "[i]n response to this problem, the general assembly . . . set[] forth provisions for the recovery or attorneys fees when the bringing or defense of an action . . . is determined to have been substantially frivolous, substantially groundless, or substantially vexatious." C.R.S. § 13-17-101. Courts "shall liberally construe the provisions of

this article 17 to effectuate substantial justice and comply with the intent set forth in this section.” *Id.*

A trial court is vested with broad authority in determining whether to impose attorney fees. *Nienke*, 857 P.2d at 448. Colorado courts have deferred to the judgment of the trial court in decisions to award attorney fees “if there is support in the record for the conclusion that the claim or defense advanced was frivolous, that is, the general fact pattern alleged, without regard to the quantum of evidence in support thereof, does not entitle the moving party to relief under any valid or rational legal theory.” *Id.* at 449. Further, “even if a claim or defense escapes characterization as frivolous, the trial court’s award will not be disturbed if the record, nonetheless, supports a conclusion that the claim is groundless, that is, lacks any credible evidentiary support at trial.” *Id.*

The District Court entered its *Order Re: Defendant’s Motion for Attorney Fees* on March 18, 2025, in which the District Court concluded “that Plaintiff brought and maintained this suit in bad faith and, based on his statements in his deposition and YouTube video, knowingly did so.” CF, p. 1364. The District Court based its conclusion, in part, on Plaintiff’s deposition statements, which the District Court found demonstrated Plaintiff’s “purchases were made, at least in part, with the hopes of baiting the Best Buy Stores into confronting Plaintiff,” and noted that

“[w]hen speaking about his actions on that day, Plaintiff analogized his conduct to that of a police bait car.” CF, p. 1363-64.

The District Court further evaluated Plaintiff’s publicly available YouTube video, finding that “Plaintiff planned this lawsuit before bringing it” and that, in the video, “Plaintiff verbalized that he had no intention of cooperating in good faith with court procedure.” CF, p. 1363-64. Lastly, the District Court evaluated Defendant’s Google Maps exhibit, attached to its Reply Brief in support of Defendant’s Motion for Summary Judgment, and found that “Plaintiff drove more than a hundred miles over the course of eight hours to various Best Buy locations to make numerous purchases, many of which were duplicitous.” CF, p. 1363. Plaintiff contests the admissibility of the Google Maps exhibit and the related receipt exhibit, for which Plaintiff is challenging admissibility based on lack of authentication in the case captioned *William Montgomery v. Best Buy, L.P.*, Colorado Court of Appeals Case No. 2025CA327. Defendant will not relitigate those issues here. For the purposes of this Answer Brief, Defendant respectfully submits, in summary, that both the Google Maps exhibit and the receipt exhibit may be properly authenticated pursuant to C.R.E. 901(a) and C.R.E. 901(b)(4).

Plaintiff has further confirmed the District Court’s analysis in his Opening Brief, noting that “Plaintiff’s exclusive use of ‘free lawsuits’ has only ever referred

to how overzealous stores like Walmart and Best Buy routinely and flagrantly violate the law—which essentially allows anyone who knows their rights the opportunity to simply refuse to show their receipt upon leaving and thereby secure a legitimate lawsuit.” Opening Brief, p. 26-27 (emphasis omitted). Plaintiff’s framing of “stores like Walmart and Best Buy routinely and flagrantly violat[ing] the law” stems from simple disagreement with the “Shopkeeper’s Privilege” statute, an issue which Plaintiff has brought through the courts on a substantially repetitive basis. Opening Brief, p. 26-27, *See* C.R.S. § 18-4-407.

The District Court properly found support in the record for the conclusion that Plaintiff’s claim was frivolous and, therefore, acted well within its discretion when it made the determination to award attorney fees to Defendant. Accordingly, the Court should uphold the District Court’s decision to award Defendant attorney fees based upon the same.

B. The District Court committed no error in granting Defendant’s Motion for Extension of Time to File Attorney Fees Computation

i. Standard of Review

Generally, the Colorado Court of Appeals reviews a trial court’s determination as to an enlargement of time within which to perform an act for abuse of discretion. *Premier Members Fed. Credit Union v. Block*, 312 P.3d 276, 278 (Colo.App. 2013). However, the application of the Colorado Rules of Civil

Procedure is reviewed de novo. *Id.* Further, a trial court’s ruling may be affirmed on any ground supported by the record. *Id.*

ii. Preservation on Appeal

Defendant agrees that Plaintiff preserved his objections on this issue for appeal.

iii. Discussion

The Colorado Rules of Civil Procedure provide allowance for an enlargement of time for instances “when by these rules or by a notice given thereunder or by order of court an act is required or allowed to be done at or within a specified time,” which may be permitted “upon motion made after the expiration of the specified period ... where the failure to act was the result of excusable neglect.” C.R.C.P. 6(b). Colorado law provides the trial court with broad discretion under C.R.C.P. 6(b) to permit an enlargement of time. *Premier Members*, 312 P.3d at 278. The Rules of Civil Procedure are to be construed liberally to “effectuate their objective to secure the just, speedy, and inexpensive determination of every case and their truth-seeking purpose.” *Maslak v. Town of Vail*, 345 P.3d 972, 975 (Colo. App. 2015). Liberal construction assures that all parties are afforded their day in court and guarantees that all relevant evidence is available for presentation during a trial on the merits. *J.P. v. Dist. Court*, 873 P.2d 745, 750 (Colo. 1994); *see also Todd v. Bear Valley*

Village Apartments, 980 P.2d 973, 976 (Colo. 1999) (“[A] trial court must strive to afford all parties their day in court and an opportunity to present all relevant evidence at trial.”).

Defendant filed its *Motion for Extension of Time* on April 10, 2025, citing the following reasons for requesting an extension to file its computation of attorney fees: (1) due to the length of the case exceeding one year at the time of filing, Defendant noted its “bills consist of hundreds of pages of documents and must be re-formatted in such a way to remove privileged and sensitive information, particularly in light of the pending appeal in this matter”; (2) Defendant noted Plaintiff had six active cases against it, and that, “[d]espite all of these cases being factually near identical, all are in different phases of litigation or appeal, each with its own disjointed schedule and deadlines,” and that defense counsel represented Defendant in all six cases; (3) Defendant argued “Plaintiff’s vexatious and never-ending lawsuits against Best Buy has created difficulties in keeping cases organized and separate,” which Defendant asserted “regrettably resulted in calendaring errors by [Defendant] regarding the deadline for this computation.” CF, 1419-1420.

The District Court granted Defendant’s *Motion for Extension of Time* on May 5, 2025. The Supreme Court of Colorado has found that, generally, the granting of a motion for extension of time pursuant to C.R.C.P. 6(b) on the basis of excusable

neglect “rests within the sound discretion of the trial court, and the action taken will not be disturbe[d] on review in the absence of a clear showing of abuse of that discretion.” *Mitchell v. Espinosa*, 243 P.2d 412, 417 (Colo. 1952).

Plaintiff has set forth arguments as to Plaintiff’s interpretation of Defendant’s *Motion for Extension of Time*. However, Plaintiff has not demonstrated a clear showing that the District Court abused its discretion in granting the *Motion for Extension of Time*. Accordingly, this Court should uphold the District Court’s *Order Re: Defendant’s Motion for Extension of Time*.

C. **The District Court committed no error in granting Defendant’s Attorney Fees Computation**

i. Standard of Review

Defendant agrees that the standard of review for the reasonableness of an award for attorney fees is that of abuse of discretion. *S. Colo. Orthopaedic Clinic Sports Med. and Arthritis Surgeons, P.C. v. Weinstein*, 343 P,3d 1044, 1049-50 (Colo.App. 2014). The reasonableness of attorney fees is determined to be “a question of fact for the trial court, and its ruling will not be disturbed on review unless patently erroneous and unsupported by evidence.” *Payan v. Nash Finch Co.*, 310 P.3d 212, 216 (Colo.App. 2012), *citing Tallitsch v. Child Support Servs, Inc.*, 926 P.2d 143, 147 (Colo.App. 1996).

ii. Preservation on Appeal

Defendant agrees Plaintiff waived his objections as to this issue for appeal, as Plaintiff did not file any briefing in response to Defendant's requested attorney fees computation.

iii. Discussion

As a preliminary matter, the District Court did not fully grant Defendant's requested attorney fees computation and instead reduced Defendant's requested amounts pursuant to a lodestar calculation. CF, p. 1726-1727. Defendant's requested amount of \$42,083.00 was reduced by a substantial amount to \$36,124.50 per the Trial Court's assessment. CF, p. 1724, 1727. Defendant does not contest the lodestar amount issued by the District Court. The District Court noted multiple times that it intended for the attorney fees award to serve as a deterrent against Plaintiff filing future frivolous lawsuits. CF, p. 1719, 1726.

Plaintiff argues the District Court failed to consider Plaintiff's pecuniary status. This is factually incorrect. The District Court addressed this point in its *Order Re: Defendant's Motion for Attorney Fees* by noting Plaintiff's *pro se* status:

Parties appearing *pro se* shall not be assessed attorney fees "unless the court finds that the party clearly knew or reasonably should have known that the party's action or defense . . . was substantially frivolous,

substantially groundless, or substantially vexatious[.]” C.R.S. § 13-17-

102(6).

CF, p. 1719.

The District Court further noted that “the [Trial] Court hopes a sanction of attorney fees may deter Plaintiff from repetitively bringing nearly identical vexatious lawsuits to other courts, which he currently appears determined to continue.” *Id.* The District Court reiterated this conclusion in its subsequent assessment of the lodestar amount. CF, p. 1726. In assessing the case’s public importance as one of the lodestar factors considered, the District Court noted that “Plaintiff has repeatedly filed nearly identical lawsuits, including this one, on the same or similar allegations,” and that, on this basis, “a downward adjustment is not warranted, and a significant award hopefully dissuades Plaintiff from further vexatious lawsuits.” *Id.*

Plaintiff argued the District Court overlooked genuine factual disputes between the parties. Opening Brief, p. 50. However, the District Court had already ruled in Defendant’s favor on its Motion for Summary Judgment. Therefore, the District Court had already found no genuine issue of material fact between the parties. Furthermore, the District Court addressed the complexity of the case in its lodestar assessment, noting that “[a]lthough the [District] Court acknowledges

Plaintiff's litigiousness, this case was a relatively straightforward tort case against a pro se plaintiff that was dismissed on summary judgment." CF, p. 1725.

The District Court iterated its finding of bad faith multiple times throughout both its initial award of reasonable attorney fees and its order of a reasonable amount pursuant to a lodestar calculation. CF, p. 1719, 1726.

The District Court properly addressed comprehensive and appropriate factors in issuing its lodestar calculation. The District Court specifically assessed the billing information requested through analysis of reasonable hours expended and reasonable rates charged for each billable professional. CF, p. 1724. In doing so, the District Court assessed bills for the following: (1) one partner attorney; (2) three separate associate attorneys, for which separate reasonable rates were addressed; and (3) three separate paralegals, each of whom were assessed at the minimum level of experience of less than one year. CF, p. 1724-25. The District Court then applied these separately assessed rates to an analysis of hours reasonably expended, further reducing the fees requested for each billable professional on a per-professional basis. CF, p. 1725. The District Court additionally considered the following factors in issuing its lodestar amount: (1) complexity; (2) amount in controversy; (3) length of time; (4) degree of success achieved; and (5) public importance. CF, 1726-27.

The District Court properly assessed its lodestar calculation and issued a reasonable lodestar amount in assessing its order of attorney fees against Plaintiff. Further, Defendant does not contest the lodestar amount assessed by the District Court. Accordingly, this Court should uphold the District Court's award of attorney fees to Defendant in the amount of \$36,124.50.

V. CONCLUSION

The District Court committed no error in granting Defendant's Motion for Attorney Fees, Defendant's Motion for Extension of Time to File Attorney Fees Computation, and Defendant's Attorney Fees Computation.

Accordingly, this Court should uphold the District Court's rulings on Defendant's Motion for Attorney Fees, Defendant's Motion for Extension of Time to File Attorney Fees Computation, and Defendant's Attorney Fees Computation, respectively.

Filed December 31, 2025.

MONTGOMERY | AMATUZIO

By: s/ Sarah K. Vogel
Lori K. Bell
Sarah K. Vogel

Attorneys for Best Buy Stores, L.P.

CERTIFICATE OF SERVICE

I hereby certify that, on December 31, 2025, a true and correct copy of the foregoing was prepared for service to the following in the manner indicated below:

Pro se Plaintiff:

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U.S. Mail Email CCES

s/ Sarah K. Vogel