

Tentative Ruling:

For all the reasons discussed below, the motion is denied.

The parties are instructed to appear at the hearing for oral argument. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See [Remote Appearance \(Zoom\) Information | Superior Court of California | County of Santa Barbara](#).)

Background:

The parties to this lemon law action brought pursuant to the Song-Beverly Act reached a confidential settlement as to all issues except for attorney's fees and costs. On June 26, 2026, plaintiffs filed a memorandum of costs in the total amount of \$ 5,024.07. General Motors moves to tax those costs a total of \$1,321.52. Opposition and reply have been filed.

The Song-Beverly Consumer Warranty Act provides that a prevailing buyer in an action arising under the Song-Beverly Act “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.*” (Civil Code, § 1764, subd. (d) [emphasis added].) The “Legislature intended the phrase “costs and expenses” to cover items not included in the detailed statutory definition of “costs” set forth in Code of Civil Procedure section 1033.5.” (*Warren v. Kia Motors America, Inc.* (2018) 30 Cal.App.5th 24, 42 citing *Jensen v. BMW of North America, Inc.* (1995) 35 Cal.App.4th 112.) The broad costs provision in subdivision (d) was created to “provide[] injured consumers strong encouragement to seek legal redress in a situation in which a lawsuit might not otherwise have been economically feasible.” (*Murillo v. Fleetwood Enterprises, Inc.* (1998) 17 Cal.4th 985, 994, superseded by statute on other grounds.) Courts therefore interpret the provision broadly.

Generally, “[e]xpenses” includes expenditures which are not part of overhead and are ordinarily billed to paying clients. (*Bussey v. Affleck* (1990) 225 Cal. App. 3d 1162, 1166.) The prevailing party has the burden of showing that costs or expenses were (1) reasonably necessary to the conduct of litigation and (2) reasonable in amount. (See *Levy v. Toyota Motor Sales, U.S.A., Inc.* (1992) 4 Cal.App.4th 807, 816.) “If the items appearing in a cost bill appear to be proper charges, the burden is on the party seeking to tax costs to show that they were not reasonable or necessary. On the other hand, if the items are properly objected to, they are put in issue and the burden of proof is on the party claiming them as costs.” (*Nelson v. Anderson* (1999) 72 Cal.App.4th 111, 131.) A “‘verified memorandum of costs is prima facie evidence of [the] propriety’ of the items listed on it, and the burden is on the party challenging these costs to demonstrate that they were not reasonable or necessary.” (*Adams v. Ford Motor Co.* (2011) 199 Cal.App.4th 1475, 1486.)

1. Item 1: Filing and Motion Fees

Plaintiff requests a total of \$854.22 in costs associated with filing and motion fees. GM moves to strike \$365.22 of those costs.

Of that amount, GM asserts that \$116.22 is for filing items that are “purely administrative and/or business overhead expenses” or were brought for “convenience or

scheduling purposes rather than necessity.” As such, it asserts that such filings are not “reasonably necessary to the conduct of litigation.”

These filing fees include the fees associated with filing CMC statements, notice of posting jury fees, notice of ruling, notice of informal discovery conference and the continuance thereof. The court rejects defendant’s argument that these costs were anything other than expenses reasonably incurred in the course of litigation. Case management statements are required by law (CRC, rule 3.725(a)), and other notices are served as a practical matter to create a clear record or trigger a deadline. The court is unwilling to conclude that these notices were served wholly for the plaintiff’s convenience rather than to achieve a legitimate litigation objective.

GM requests the court strike \$249.00 in filing fees associated with plaintiffs’ motions to compel further response to its request for production and to compel the deposition of the person most qualified, arguing that these were “optional costs that Counsel elected, where the motion practice was entirely one-sided and completely unnecessary” and that “Counsel routinely files the exact same motions seeking the exact same irrelevant discovery and to depose GM’s PMQ which GM had already agreed to produce in nearly all of its cases against GM . . .” (Motion, p. 5, ll. 12-24.) This request is likewise denied. GM acknowledges that the motions were granted in part. Thus, they cannot be viewed as unnecessary.

2. Item No. 2: Jury Fees

In order to preserve the right to a jury trial, a nonrefundable fee of \$150 must be deposited with the court on or before the date scheduled for the initial case management conference in the action. (Code Civ. Proc., § 631, subd. (c).) In this case, the first case management was set on May 5, 2025, and the fee was deposited on April 18, 2025.

GM complains that it should not be required to reimburse plaintiffs for this fee because no trial ever occurred, relying on authority under Code of Civil Procedure section 1033.5 that states that trial-related expenses that were not actually incurred are not recoverable. Here, however, the expense was incurred. In order to preserve the right to a jury trial, a deposit was required on the schedule noted above. As such, it was actually incurred.

The court denies the motion to strike this cost.

3. Item 4: Deposition Costs

Plaintiffs request a total of \$3,772.65 in deposition costs. As part of that number, plaintiffs have included two entries for \$295 (totaling \$590) for “PMQ Late Cancel Fee.” GM argues it should not be responsible for these costs.

According to plaintiffs, the cancellations were due to GM’s inability to attend. The deposition was originally scheduled on January 13, 2026. On that date, GM advised that the deposition needed to be rescheduled. Thus, the late cancellation fee appears to have been due to GM’s unavailability and GM does not deny that. The deposition was reset to January 27, 2026. GM contacted plaintiffs’ counsel less than an hour before the deposition was scheduled to begin to ascertain whether it was going forward in light of GM’s 998 offer.

Plaintiffs' counsel confirmed it was going forward. "Despite this, deposition did not proceed." While it's unclear why it didn't proceed, the inference is that GM was unprepared to produce the witness. GM does not deny this. As such, the motion to tax these costs is denied.

4. Item 5: Third Party Service of Process

GM moves to tax costs of \$216.30 for service of process fees related to "non-party dealership Home Motors' PMQ and service technicians." Plaintiffs' counsel explains that "Home Motors Chevrolet and its technicians were percipient witnesses concerning diagnosis and repair of the Subject Vehicle." This is a valid reason to take a deposition. Moreover, there is no reason to believe that the depositions were noticed in bad faith, or simply to "increase Counsel's bottom line."

The motion to tax this cost is denied.

5. Summary

As the court has rejected the basis for each request, the motion is denied in full.