

PROPOSED TENTATIVE

On July 3, 2023, plaintiff Maria De Los Angeles Vega (plaintiff) filed a complaint against defendant General Motors, LLC (defendant), alleging causes of action for violations of Civil Code sections 1793.2, subdivisions (a)(3), (b), (d), as well as sections 1791, 1791.2, subdivision (a) and 1794 (all part of the Song Beverly Consumer Warranty Act (Song Beverly Act)). A notice of settlement of the entire case was filed on January 29, 2025.¹ On March 19, 2025, plaintiff filed a “Memorandum of Costs,” asking for costs of \$1,499.99. On July 2, 2025, a dismissal without prejudice was entered. On July 15, 2025, plaintiff filed a motion for statutory attorney’s fees, pursuant to Civil Code section 1794, subdivision (d), as the prevailing party.

Plaintiff offers the following information to support its request for statutory attorney’s fees. Under the lodestar method, which is utilized for the calculation (the hourly rate multiplied by the number of hours worked), plaintiff’s attorneys who worked on the matter have the following hourly billing rates: 1) Jessica Anvar at \$530 an hour (at another point in the briefing she is claimed to bill at \$550 an hour); 2) Andrew Dickson, at \$440 an hour; 3) Vanessa Oliva, at \$465 an hour; 4) Jordan Cohen, at \$540 an hour; and 5) Stephan Argent, at \$425 an hour. There were four (4) paralegals, billed at \$210 an hour (in footnote 3 of the motion plaintiff claims they were billed at \$200 an hour). The total hours calculated for all were 71.98, broken down as follows: 1) Paralegals, 14.8 hours at \$210 an hour, for \$3,108²; 2) Attorney Anvar, .5 hours at \$550 an hour, for \$275; 3) Attorney Argent, 3.4 hours at \$425 an hour, for \$1,445; 4) Attorney Cohen, 2 hours at \$540 an hour, for \$1,080; 5) Attorney Oliva, .4 hours at \$465 an hour, for \$186; and 5) attorney Dickson, 50.78 hours at \$440 an hour for \$22,343.20. This totals \$28,437.70.³ Plaintiff anticipates \$2,640 for drafting a reply brief and appearances, for an actual total amount \$31,077.70 (plaintiff’s request was erroneously set at \$31,101.70.) Plaintiff has filed the declaration of Andrew Dickson, who includes court documents from other cases in which attorney’s fees were awarded (from Orange County Superior Court, San Bernardino County Superior Court, Riverside County Superior Court, Santa Clara County Superior Court, and Los Angeles County Superior Court), as well as a copy of the “Laffey Matrix.”⁴

¹ It appears the parties agreed to settle on the following terms: Defendant would repurchase the vehicle in question for \$39,000, with the return of the vehicle, allowing plaintiff’s counsel to seek costs and statutory attorney’s fees in an amount to be determined by the court.

² Plaintiff’s calculations here are erroneous in part. Plaintiff contends that Destiny Olivera worked 8.8 hours at \$210, for a total amount of \$1,851.50. The amount actually is \$1,848. $\$1,848 + 1,092 + 126 + 42 = \3108 .

³ Again, plaintiff’s math is off. The aggregate amount claimed is \$28,461.70. The actual amount is \$28,437.7.

⁴ “The *Laffey* Matrix is a United States Department of Justice billing matrix that provides billing rates for attorneys at various experience levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in other areas using data from the United States Bureau of Labor Statistics.” (*Pasternack v. McCullough* (2021) 65 Cal.App.5th 1050, 1057, fn. 5.) The court is not required to follow the *Laffey* Matrix, nor is it required to adopt the rate defense counsel opined was the “market rate” for service of this type. (*Syers Properties III, Inc., v. Tankin* (2014) 226 Cal.App.4th 691, 702.) Instead, a court “may rely on its own knowledge and familiarity with the legal market in setting a reasonable hourly rate.” (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215

Defendant has filed a voluminous opposition. It does not challenge the costs requested of \$1,499.99. Defendant does ask the court to exercise its discretion to reduce counsel's requests for attorney's fees to "no more than \$14,779.20," because this case was a "straightforward breach-of-warranty case" or "routine lemon law case"; plaintiff's counsel repeatedly used "templated filings" for discovery and other motions, which was "in many instances unnecessary," wasting judicial resources and primarily for "the benefit of [plaintiff's] Counsel alone" According to defendant, "worse still, a significant portion of the claimed fees – those apportioned to the preparation of templated discovery and related motions – have already been awarded in numerous previous cases; thus, granting additional compensation in this case would unjustly enrich Counsel and unfairly expose GM to continuing and expansive liability to repeatedly pay for Counsel's alleged preparation of these oft-used template materials. . . ."

Defendant has submitted 880-page declaration from its attorney, which includes Exhibits A to N (for some odd reason defendant simply skips Exhibits G and H). The exhibits include numerous discovery responses from defendant in this matter, plaintiff's notice of deposition of defendant's person most qualified and demand to produce documents, and defendant's objection to the latter, as well as plaintiff's discovery motions filed in this matter as Exhibits I and K. Exhibits F, J, K, L, and M are discovery responses in other cases from Santa Cruz County Superior Court, Orange County Superior Court, and Los Angeles County Superior Court. Exhibit N consists of a list of fee motions from June 2024 through June 2025 that plaintiff's counsel has filed against General Motors. On September 2, 2025, plaintiff filed a reply, along with new declaration for attorney Jordan Cohen. All briefing has been examined.

The law is settled. The Song-Beverly Act is " 'manifestly a remedial measure, intended for the protection of the consumer.' " (*Murillo v. Fleetwood Enterprises, Inc.* (1998) 17 Cal.4th 985, 990.) A prevailing buyer in an action 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." (Civ. Code, § 1794, subd. (d).) In enacting this provision, the "Legislature has provided injured consumers strong encouragement to seek legal redress in a situation in which a lawsuit might not otherwise have been economically feasible." (*Murillo*, at p. 994; *Tidrick v. FCA US LLC* (2025) 112 Cal.App.5th 1147, 1235.) Determining a reasonable attorney fee award in the Song-Beverly Act context ordinarily begins with the "lodestar" calculation, which is the number of hours reasonably expended multiplied by the reasonable hourly rate. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.) The lodestar method "anchors

Cal.App.4th 972, 1009.)

the trial court's analysis to an objective determination of the value of the attorney's services,” and thus ensures the amount awarded is not arbitrary. (*PLCM, supra*, 22 Cal.4th at p. 1095.)

The court strikes the new declaration from Jordan Cohen, filed with the reply. New declarations should not be filed with a reply in traditional law and motion practice.

Additionally, the court will award plaintiff costs of \$1,499.99, per the “Memorandum of Costs” filed on March.

As for attorney’s fees, the court will not relitigate and review earlier motions filed in other cases in sister counties. These documents are irrelevant to the court’s determination here. The court is nevertheless experienced in this area, and is more than aware of the great duplication that routinely occurs in lemon law cases (*from both plaintiff and defendant*) in courts throughout this state. The court will focus on the hourly rates and the hours reasonably expended here in determining the appropriate fee amount, under the auspices of the traditional lodestar inquiry.

The court finds that the hourly rates at issue are within the range in the local area. It will therefore award paralegal fees of \$3,108; and attorney fees of \$275 for attorney Anvar, \$1,445 for attorney Argent, \$1,080 for attorney Cohen, and \$186 for attorney Olvera. At issue are the fees of \$22,343.20 for attorney Dickson, who claims to have worked 50.78 hours, as well as the amount of \$2,640 for the reply.

The court has examined the billing records attached to Mr. Dickson’s declaration. The court notes that on August 12, 2024, plaintiff filed two motions to compel further responses (requests for production of documents and special interrogatories, along with two separate statements, and a declarations from Mr. Dickson), along with separate replies filed on September 23, 2024, including evidentiary objections to defendant’s evidentiary proffer, and a November 5, 2025 declaration from Mr. Dickson in support of the continued motion. The motions were eventually taken off calendar. Additionally, on November 25, 2024, plaintiff filed a notice of motion to compel the deposition of defendant’s person most qualified, along with a separate statement, only to withdraw the motion on January 6, 2025. Mr. Dickson, according to the billing records, spent approximate 17.11 hours on these actions. The court finds it unreasonable to award all hours claimed on these fruitless endeavors, and will reduce the hours to 4 from 17.11. Mr. Dickson’s claimed hours of 50.78 will be reduced by $17.11 + 4$, which equals \$16,574.8 (reduced from \$22,343.20). Attorney’s fees will be $\$3,108 + 275 + \$1,445 + \$1,080 + 186 + \$16,574.8 = \$22,482.80$. The court will reduce plaintiff’s request of \$2,640 for the reply to \$500, based on the work product submitted. This means under the lodestar method that the court will award a total attorney fee award of \$22,982.80 to plaintiff.

In summary: The court strikes the new declaration filed by Jordan Cohen. The court awards plaintiff costs of \$1,499.99 and attorney's fees of \$22,982.80. Plaintiff is directed to provide a proposed order for signature. The parties are directed to appear in person or by Zoom at the hearing.