PROPOSED TENTATIVE

On October 26, 2023, plaintiff Albert Serna (plaintiff) filed a complaint against defendant American Honda Motor Co. (defendant) for three causes of action involving violations of the Song Beverly Song Consumer Warranty Act. Defendant answered on November 29, 2023. On October 31, 2024, a "Notice of Settlement of Entire Case" was filed, indicating the parties had entered a conditional settlement for $50,000.00, plus attorney's fees, costs, and expenses. On September 29, 2025, plaintiff filed a motion for statutory attorney's fees, pursuant to Civil Code section 1794, subdivision (d), as the prevailing party, seeking $22,059.00 in attorneys' fees for Quill & Arrow, LLP; (2) $1,603.76 in costs incurred; and (3) an additional $4,000.00 for Plaintiff's counsel to review Defendant's Opposition, draft the Reply, and attend the hearing on this Motion. Total fees and costs requested amount to $27,662.76. Opposition and reply have been filed. 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.) On the issue of attorney's fees recoverable by the buyer, section 1794 subdivision (d) provides as follows:

> "If the buyer prevails in an action under this section, the buyer 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."

The remedial purpose of this section is readily apparent. "By permitting prevailing buyers to recover their attorney fees in addition to costs and expenses, our 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 v. Fleetwood Enterprises, Inc.* (1998) 17 Cal.4th 985, 994, 73 Cal.Rptr.2d 682, 953 P.2d 858.)

The plain wording of the statute requires the trial court to base the fee award upon actual time expended on the case, as long as such fees are reasonably incurred—both from the standpoint of time spent and the amount charged. A prevailing party has the burden of showing that the fees incurred were reasonably necessary to the conduct of the litigation and were reasonable in amount. (*Levy v. Toyota Motor Sales, U.S.A., Inc*. (1992) 4 Cal.App.4th 807, 816.)

Plaintiff offers the following information to support its request for statutory attorney's fees. Plaintiff's attorneys who worked on the matter billed services at the following rates: Kevin Jacobson has a rate of $550/hour; Daniel Gopstein has a rate of $395/hour; Chris Grigoryanat has a rate of $350/hour; Daniel Mahnke has a rate of $350/hour; Derek Chipman has a rate of $395/hour. The total hours calculated for all were 60.50. Based on the attorney's respective rates and the hours reportedly worked, this totals $22,059.00. This results in a blended rate of $364.61/hour.

Defendant has filed 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 "at most, $5,605.00," based on a reasonable rate of $200/hour because this case was a "straightforward garden variety lemon law case"; plaintiff's counsel repeatedly used "templated" documents for discovery and other motions; and the services are "comprised largely of unnecessary, exaggerated, and outright improper tasks and the majority of which are completely unsupported or designed to generate extra fees." Defendant has submitted 707-page declaration from its attorney, which includes improperly bookmarked Exhibits A – O. Exhibit B is a spreadsheet setting forth AHM's objections to and positions on plaintiff's counsels' billing, addressing every billing entry made and either recommending a reasonable adjustment or confirming that the entry is reasonable.

The hotly contested issue here is whether the fees are reasonable, with both sides submitting as exhibits court documents from other cases in which attorney's fees were either awarded at the requested rate or reduced. Trial court decisions are not precedents binding on other courts under the principle of stare decisis. (*Santa Ana Hospital Medical Center v. Belshe* (1997) 56 Cal.App.4th 819, 831.) To the extent these decisions are offered to show that the hourly rate is reasonable, it fails. "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, supra,* 22 Cal.4th at p. 1095.) The relevant "community" is that where the court is located. (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1242–1243; see also *Cordero–Sacks v. Housing Authority of City of Los Angeles* (2011) 200 Cal.App.4th 1267, 1286; *MBNA America Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th Supp. 1, 13 ["determination of market rate is generally based on the rates prevalent in the community where the services are rendered, i.e., where the court is located"]; *Camacho v. Bridgeport Financial, Inc.* (9th Cir.2008) 523 F.3d 973, 979 ["[g]enerally, when determining a reasonable hourly rate, the relevant community is the forum in which the district court sits"].) Rulings from sister courts do not reflect the hourly rate where this court sits (e.g., Santa Maria) and are therefore irrelevant to the court's determination here. The court is nevertheless experienced in this area and capable of assessing the hourly rates for services in this area. The trial court is the best judge of the value of professional services rendered in its court. (*Robertson v. Fleetwood Travel Trailers of California, Inc*. (2006) 144 Cal.App.4th 785, 822.)

Plaintiff has also submitted the Laffey Matrix to justify their billing rates. "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 counsel opines 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 Cal.App.4th 972, 1009.)

To that end, the court finds that the hourly rates at issue are within range in the local area. Nevertheless, the court is more than aware of the motion practices routinely engaged in during the course of a typical lemon law case (from counsel for both plaintiff and defendant) and reviews the reasonableness of the time spent with that perspective. Defendant argues that the time billed for producing "templated" documents is excessive, noting they are duplicative of documents that are served between the parties in virtually every case in which defendant's counsel has been involved, and arguing that each such billing entry should be reduced. In particular, defendant points out plaintiff billed the following:

- 27.3 hours ($9,735.00) related to Motions to Compel Further Responses to Plaintiff's Requests for Production, Sets One[1] and Two,[2] and a Motion to Compel the Deposition of AHM's Person Most Qualified;[3]
- 10.5 hours ($4,147.50) for work related to drafting Plaintiff's templated Motion for Attorney's Fees;
- 5.1 hours ($1785.00) for work related to drafting Plaintiff's templated meet and confer correspondence; and
- 4.5 hours ($1,575.00) for work related to drafting Plaintiff's templated discovery requests and Notices of Deposition.

Plaintiff argues the use of exemplars reduces time spent on various tasks and that further reducing the time would penalize Plaintiffs' counsel. In other words, plaintiff suggests that the time actually charged is discounted because of the templates. The court has no reason to believe that plaintiff's counsel improperly inflated the time spent on their billing. All motions and documents appear to have been necessitated by the course of the litigation (including defendant's apparent noncooperation with discovery obligations). The court is not convinced that reductions are appropriate.

The motion is granted. The court awards $26,059.00 in attorneys' fees for Quill & Arrow, LLP and $1,603.76 in costs incurred for a total award of $27,662.76.

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[1] This motion was granted, and it was reported the documents were produced. (See May 20, 2024 MO.)

[2] This was set for hearing on December 3, 2024. (See Notice of Motion filed July 9, 2024.) The case settled before the motion was heard. (See October 31, 2024 Notice of Settlement.)

[3] Plaintiff was granted sanctions for this motion, and it was continued to October 31, 2024. (See August 13, 2024 MO.)