

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF  
CALIFORNIA

Emil James Kohan v. Lucid Group USA, Inc.

Kohan · No. 3:24-cv-02030-JSC · Decided December 18, 2025

SUMMARY

The United States District Court for the Northern District of California partially granted and partially denied Emil James Kohan’s motion for attorneys’ fees and costs under California’s Song-Beverly Act. The court reduced the requested hourly rates and billed hours, denied the requested lodestar multiplier, and denied costs because they were unsubstantiated. The court awarded \$33,603.00 in attorneys’ fees.

CASE DETAILS

|                       |                                                                                                                                                                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Northern District of California                                                                                                                                                        |
| WRITING FOR THE COURT | Jacqueline Scott Corley                                                                                                                                                                                                     |
| JURISDICTION          | United States District Court for the Northern District of California                                                                                                                                                        |
| DECIDED               | December 18, 2025                                                                                                                                                                                                           |
| DOCKET                | 3:24-cv-02030-JSC                                                                                                                                                                                                           |
| DISPOSITION           | other                                                                                                                                                                                                                       |
| PROCEDURAL POSTURE    | Plaintiff moved for attorneys' fees and costs after accepting Defendant's Federal Rule of Civil Procedure 68 offer of judgment in a Song-Beverly Act warranty action.                                                       |
| STANDARD OF REVIEW    | The Court evaluated the reasonableness of attorneys' fees and costs under California law and exercised its discretion in calculating the lodestar, applying reductions, and determining whether a multiplier was warranted. |
| PRECEDENTIAL VALUE    | unpublished and nonprecedential district court order                                                                                                                                                                        |

TOPICS

- attorney fees
- costs
- consumer protection
- remedies
- civil procedure

PRACTICE AREAS

- consumer protection
- attorneys' fees
- civil procedure

## QUESTIONS PRESENTED

1. Whether Kohan was a prevailing party entitled to recover reasonable attorneys' fees under California Civil Code section 1794(d) after accepting Lucid's Rule 68 offer of judgment.
2. What hourly rates and number of hours were reasonably compensable under the lodestar method.
3. Whether the requested 1.5 lodestar multiplier was warranted.
4. Whether Kohan was entitled to recover the requested litigation costs without substantiation.

## HOLDINGS

1. A consumer who achieves the main litigation objective through acceptance of a compromise or Rule 68 offer of judgment may recover reasonable attorneys' fees and costs as a prevailing party under California's Song-Beverly Act.
2. Song-Beverly Act fee awards are calculated using the lodestar method, and the reasonable hourly rate is the prevailing rate in the relevant community for comparable noncontingent work.
3. Hours that are vague, excessive, redundant, clerical, or otherwise unnecessary are not compensable, and the Court may apply reasonable reductions, including an across-the-board reduction of no more than ten percent when supported by its review of the billing record.
4. A lodestar multiplier is discretionary and was unwarranted for this routine Song-Beverly Act case.
5. A court may not award requested litigation costs that the claimant has not substantiated in accordance with the applicable federal and local procedures.

## KEY QUOTATIONS

*"A party is a prevailing party if the court, guided by equitable principles, decides the party has achieved its 'main litigation objective.'"* (at 1)

*"The lodestar figure consists of 'the number of hours reasonably expended multiplied by the reasonable hourly rate.'"* (at 2)

*"Work entries are inadequately vague when the district court is unable to discern how the time spent is attributable to the case at hand."* (at 7)

*"When clerical tasks are billed at hourly rates, the court should reduce the hours requested to account for the billing errors."* (at 10)

*"the district court can impose a small reduction, no greater than 10 percent—a 'haircut'—based on its exercise of discretion and without a more specific explanation."* (at 11)

## FACTUAL BACKGROUND

Kohan purchased a vehicle from Lucid in March 2022 and brought warranty claims under California's Song-Beverly Act. Lucid removed the action to federal court, obtained an order compelling arbitration, and later made a Rule 68 offer of judgment that Kohan accepted. Kohan sought substantial attorneys' fees and costs, including a lodestar multiplier, but the Court found the claimed rates and hours excessive or insufficiently substantiated.

## PROCEDURAL HISTORY

Kohan filed warranty claims under California's Song-Beverly Act. The action was removed from Alameda County Superior Court, and the Court granted Lucid's motion to compel arbitration. Nine months later, Kohan accepted Lucid's Rule 68 offer of judgment and then moved for \$115,429.50 in attorneys' fees and \$5,850.18 in costs. The Court granted the motion in part and denied it in part, awarding \$33,603.00 in attorneys' fees and no costs.

## DISPOSITION

other

## CASES CITED

- Riordan v. State Farm Mutual Automobile Insurance Co., 589 F.3d 999, 1004 (9th Cir. 2009)
- Graciano v. Robinson Ford Sales, Inc., 144 Cal. App. 4th 140, 150-51 (2006)
- Wohlgemuth v. Caterpillar Inc., 207 Cal. App. 4th 1252, 1262 (2012)
- Robertson v. Fleetwood Travel Trailers of Cal., Inc., 144 Cal. App. 4th 785, 818 (2006)
- PLCM Group v. Drexler, 22 Cal. 4th 1084, 1095 (2000)
- Ketchum v. Moses, 24 Cal. 4th 1122, 1132-33 (2001)
- Jordan v. Multnomah County, 815 F.2d 1258, 1263 (9th Cir. 1987)
- Prison Legal News v. Schwarzenegger, 608 F.3d 446, 454 (9th Cir. 2010)
- Laffey v. Northwest Airlines, Inc., 572 F. Supp. 354, 371-75 (D.D.C. 1983)
- Camacho v. Bridgeport Financial, Inc., 523 F.3d 973, 979 (9th Cir. 2008)
- Danielyan v. Mercedes-Benz USA LLC, No. CV 24-2918 FMO (MAAX), 2025 WL 2019933, at \*2 (C.D. Cal. June 18, 2025)
- Kumuryan v. Mercedes Benz USA LLC, No. 8:24-CV-00367-DOC-KES, 2024 WL 5369425, at \*3 (C.D. Cal. Nov. 17, 2024)
- Ghalehshahi v. Ford Motor Co., No. CV 23-07043-MWF (SKX), 2024 WL 5372401, at \*3, \*6 (C.D. Cal. Nov. 13, 2024)
- Nazaryan v. Mercedes-Benz USA, L.L.C., No. 2:23-CV-06918-WLH-AS, 2024 WL 5706159, at \*2 (C.D. Cal. Sept. 12, 2024)
- Chen v. BMW of North America, 2022 WL 18539356, at \*3-4 (N.D. Cal. Nov. 14, 2022)
- Wu v. BMW of North America, LLC, 2022 WL 2802979, at \*3-4 (N.D. Cal. July 18, 2022)
- Covarrubias v. Ford Motor Co., 2021 WL 3514095, at \*4-5 (N.D. Cal. Aug. 10, 2021)
- Cardoso v. FCA US LLC, 2021 WL 1176532, at \*3 (N.D. Cal. Mar. 29, 2021)
- Costa v. Commissioner of Social Security Administration, 690 F.3d 1132, 1135 (9th Cir. 2012)
- Moore v. Jas. A. Matthews & Co., 682 F.2d 830, 839 (9th Cir. 1982)
- Hensley v. Eckerhart, 461 U.S. 424, 437 (1983)
- Center for Food Safety v. Vilsack, No. C-08-00484 JSW, 2011 WL 6259891, at \*8 (N.D. Cal. Oct. 13, 2011)

- Uriarte-Limon v. Leyva, 2017 WL 5665016, at \*4 (C.D. Cal. June 30, 2017)
- Whitaker v. Beverly Falafel, Inc., 2020 WL 6494193, at \*4 (C.D. Cal. Sept. 15, 2020)
- Kries v. City of San Diego, No. 17-CV-1464-GPC-BGS, 2021 WL 120830, at \*9 (S.D. Cal. Jan. 13, 2021)
- Clarke v. American Commercial National Bank, 974 F.2d 127, 129 (9th Cir. 1992)
- Evazyan v. Mercedes-Benz USA, LLC, No. 22-CV-06032 JLS (MRW), 2023 WL 11197079, at \*5 (C.D. Cal. Dec. 6, 2023)
- Matevosyan v. Mercedes-Benz USA, LLC, No. CV 22-4679-MWF (JEMX), 2023 WL 8125448 (C.D. Cal. July 10, 2023)
- Pacheco v. Ford Motor Co., 2022 WL 845108, at \*4 (C.D. Cal. Mar. 22, 2022)
- Operating Engineers Health & Welfare Trust Fund v. Goes & Noceti Construction, Inc., No. 24-CV-08378-KAW, 2025 WL 2684388, at \*8 (N.D. Cal. June 24, 2025)
- Neil v. Commissioner of Social Security, 495 F. App'x 845, 847 (9th Cir. 2012)
- Nadarajah v. Holder, 569 F.3d 906, 921 (9th Cir. 2009)
- Rahman v. FCA US LLC, 594 F. Supp. 3d 1199, 1207 (C.D. Cal. 2022)
- Stanger v. China Electric Motor, Inc., 812 F.3d 734, 740 (9th Cir. 2016)

## OPINION

Kohan

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 EMIL JAMES KOHAN, Case No. 3:24-cv-02030-JSC Plaintiff, 8

ORDER RE: MOTION FOR

9 v. ATTORNEYS' FEES AND COSTS

10 LUCID GROUP USA, INC., Re: Dkt. No. 31 Defendant. 11 12 13 Emil James Kohan brings  
warranty claims under California's Song-Beverly Act against 14 Lucid Group USA, Inc., a vehicle  
manufacturer Plaintiff purchased a vehicle from in March 2022. 15 The Court previously granted  
Lucid's motion to compel arbitration and nine months later Plaintiff 16 accepted Lucid's Rule 68  
offer of judgment. (Dkt. Nos. 22, 24.) Plaintiff now moves for 17 attorneys' fees and costs seeking  
\$115,429.50 in attorneys' fees and \$5,850.18 in costs. (Dkt. No. 18 31.) After carefully  
considering the arguments and briefing submitted, the Court concludes oral 19 argument is  
unnecessary, see Civ. L.R. 7-1(b), VACATES the January 8, 2026 hearing, and 20 GRANTS IN  
PART and DENIES IN PART the motion.

21 DISCUSSION

22 State law governs attorneys' fees in diversity cases such as this. Riordan v. State Farm 23 Mut.  
Auto. Ins. Co., 589 F.3d 999, 1004 (9th Cir. 2009) ("In a diversity case, the law of the state in 24  
which the district court sits determines whether a party is entitled to attorney fees, and the 25

procedure for requesting an award of attorney fees is governed by federal law”). Under California law, buyers who prevail in an action under the Song-Beverly Act are entitled to “the aggregate amount of costs and expenses, including attorney’s fees based on actual time expended, commencement and prosecution of such action.” Cal. Civ. Code § 1794(d). A party is a prevailing party if the court, guided by equitable principles, decides the party has achieved its “main litigation objective.” *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 150–51 (2006); see also *Wohlgemuth v. Caterpillar Inc.*, 207 Cal. App. 4th 1252, 1262 (2012) (holding “consumers who successfully achieve the goals of their litigation through a compromise agreement” may recover attorneys’ fees and costs as prevailing parties under the Song-Beverly Act). Courts calculate attorneys’ fees under Section 1794(d) using the “lodestar adjustment method.” *Robertson v. Fleetwood Travel Trailers of Cal., Inc.*, 144 Cal. App. 4th 785, 818 (2006). The lodestar figure consists of “the number of hours reasonably expended multiplied by the reasonable hourly rate.” *PLCM Grp. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). A reasonable hourly rate is defined as “that prevailing in the community for similar work.” *Id.* As to the computation of hours, “trial courts must carefully review attorney documentation of hours expended.” *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001). The parties do not dispute Plaintiff, as the prevailing party in this action, is entitled to recoup reasonable attorneys’ fees, costs, and expenses under the Song-Beverly Act. (Dkt. No. 25, 17 Offer of Judgment at § 5.) See also Cal. Civ. Code § 1794(d). Instead, the question is whether Plaintiff’s request for \$121,279.68 in attorneys’ fees and costs is reasonable. Lucid insists it is not because Plaintiffs’ counsels’ hourly rates and hours billed are excessive, Plaintiff is not entitled to recovery for certain categories of work, and Plaintiff is not entitled to the 1.5 multiplier sought. A. Lodestar Calculation Plaintiff contends counsel performed 121.60 hours of work for a total lodestar of \$77,058. Plaintiff categorizes the work performed as follows:

| Category                             | Hours | Rate     | Total       |
|--------------------------------------|-------|----------|-------------|
| Litigation Stage                     | 11    | \$5,980  | \$65,780    |
| Pre-Filing                           | 11    | \$5,980  | \$65,780    |
| Post-Filing/Discovery and Settlement | 71.9  | \$44,050 | \$3,168,195 |
| Motion for Attorneys’ Fees and Costs | 31.6  | \$9,085  | \$2,870,960 |

(Dkt. No. 31-2.)

1. Reasonable Hourly Rates To determine whether counsel’s hourly rates are reasonable, the Court looks to the “hourly amount to which attorneys of like skill in the area would typically be entitled.” *Ketchum*, 24 Cal. 4th at 1133. “The fee applicant has the burden of producing satisfactory evidence, in addition to the affidavits of its counsel, that the requested rates are in line with those prevailing in the community for similar services of lawyers of reasonably comparable skill and reputation.” *Jordan v. Multnomah Cty.*, 815 F.2d 1258, 1263 (9th Cir. 1987). In addition, Civil Local Rule 54-5(b)(3) requires the party seeking fees to submit “[a] brief description of relevant qualifications and experience and a statement of the customary hourly charges of each such person or of comparable prevailing hourly rates or other indication of value of the services.” Plaintiff contends counsel’s current billing rates for contingency cases are as follows:

| Counsel             | Hours | Rate        | Total             |
|---------------------|-------|-------------|-------------------|
| Hovanes Margarian   | 25.2  | \$650/\$750 | \$16,260/\$16,260 |
| Armen Margarian     | 38.6  | \$550/\$670 | \$21,230/\$25,822 |
| Shushanik Margarian | 17.7  | \$550/\$670 | \$9,725/\$11,859  |
| Patrick Kimball     | 38    | \$700.00    | \$26,600          |
| Elmira Oganyan      |       |             |                   |

Assistant 2.1 \$150.00 21 (Dkt. No. 31-2 at 6.) Plaintiff contends courts have approved these rates for attorneys of similar 22 skill and experience and insists the rates are supported by the Adjusted Laffey Matrix. (Dkt. No. 23 31-20 at 16-17.) There are several issues with Plaintiff's request. 24 First, it is not reasonable to add \$100 to each biller's hourly rate, as Plaintiff does, simply 25 because the case was taken on a contingency basis. See *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 26 (2001) (noting the lodestar is calculated using the "hourly prevailing rate for private attorneys in 27 1 the community conducting noncontingent litigation of the same type"). 2 Second, the Laffey Matrix is "an inflation-adjusted grid of hourly rates for lawyers of 3 varying levels of experience in Washington, D.C." and the Ninth Circuit has explained "just 4 because the Laffey matrix has been accepted in the District of Columbia does not mean that it is a 5 sound basis for determining rates elsewhere, let alone in a legal market 3,000 miles away." See 6 *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 454 (9th Cir. 2010) (discussing *Laffey v. 7 Northwest Airlines, Inc.*, 572 F. Supp. 354, 371-75 (D. D.C. 1983)). 8 Third, although the relevant community for determining a reasonable hourly rate is "the 9 forum in which the district court sits" Plaintiff does not offer any evidence as to the reasonable 10 hourly rates for attorneys in lemon law cases in this District. *Camacho v. Bridgeport Fin., Inc.*, 11 523 F.3d 973, 979 (9th Cir. 2008). Instead, Plaintiff relies on decisions, predominantly from the 12 Los Angeles County Superior Court and the Central District of California, approving counsel's 13 hourly rates. (Dkt. No. 31-20 at 16-18; Dkt. No. 31-1 at ¶¶ 25-30.) There are, however, numerous 14 decisions from the Central District of California declining to award counsel their requested rates. 15 See, e.g., *Danielyan v. Mercedes-Benz USA LLC*, No. CV 24-2918 FMO (MAAX), 2025 WL 16 2019933, at \*2 (C.D. Cal. June 18, 2025) ("Given the routine nature of this action, coupled with 17 the fact that Margarian charges paying clients \$550 an hour, the court finds that \$550 is a 18 reasonable hourly rate"); *Kumuryan v. Mercedes Benz USA LLC*, No. 8:24-CV-00367-DOC-KES, 19 2024 WL 5369425, at \*3 (C.D. Cal. Nov. 17, 2024) (concluding "a \$400 hourly rate [for the 20 Margarian firm] is reasonable based on comparable hourly rates approved in the area, the limited 21 complexity of the case, and counsel's experience."); *Ghalehshahi v. Ford Motor Co.*, No. CV 23- 22 07043-MWF (SKX), 2024 WL 5372401, at \*3 (C.D. Cal. Nov. 13, 2024) (finding \$515 is a 23 "reasonable rate for the work performed by the Margarian firm consistent with the rate awarded in 24 *Matevosyan v. Mercedes-Benz USA, LLC*, No. CV 22-04679-MWF (JEMx), 2023 WL 8125448 25 (C.D. Cal. July 10, 2023)"); *Nazaryan v. Mercedes-Benz USA, L.L.C.*, No. 2:23-CV-06918-WLH- 26 AS, 2024 WL 5706159, at \*2 (C.D. Cal. Sept. 12, 2024) (same). 27 In lemon law cases such as this, courts in this District have approved hourly rates ranging 1 (N.D. Cal. Mar. 10, 2022) ("A review of several recent decisions in this district reveals hourly 2 rates ranging from \$225 to \$650 for lemon law attorneys" and collecting cases); *Chen v. BMW of 3 N.Amer.*, 2022 WL 18539356, at \*3-4 (N.D. Cal. Nov. 14, 2022) (finding hourly rates between 4 \$400 to \$600 reasonable); *Wu v. BMW of N. Am., LLC*, 2022 WL 2802979, at \*3-4 (N.D. Cal. July 5 18, 2022) (awarding attorneys \$450 to \$600); *Covarrubias v. Ford Motor Co.*, 2021 WL 3514095, 6 at \*4-5

(N.D. Cal. Aug. 10, 2021) (approving hourly rates for between \$385 and \$550 for the 7 years 2019 through 2021); *Cardoso v. FCA US LLC*, 2021 WL 1176532, at \*3 (N.D. Cal. Mar. 29, 8 2021) (finding hourly rates of \$340 to \$624 reasonable). 9 Given all this, the Court concludes a reasonable hourly rate here is the rate counsel charges to 10 paying clients which is consistent with the rates awarded to attorneys handling lemon law cases in 11 this District. (Dkt. No. 31-1, Hovanes Margarian Decl. at ¶ 22 (hourly rate of \$550/hour); Dkt.

12 No. 31-21, Armen Margarian Decl. at ¶ 10 (hourly rate of \$450/hour); Dkt. No. 31-22, Shushanik

13 Margarian Decl. at ¶ 12 (hourly rate of \$450/hour); (Dkt. No. 31-23, Kimball Decl. at ¶ 9 (hourly 14 rate of \$600/hour).2) So, the Court awards \$550/hour for work performed by Hovanes Margarian, 15 \$450/hour for work performed by Armen Margarian and Shushanik Margarian, and \$600/hour for 16 work performed by Patrick Kimball. Lucid does not appear to object to the \$150/hourly rate for 17 work performed by the legal assistant and it is consistent with the rate this Court has previously 18 approved in a lemon law case. *Cardoso v. FCA US LLC*, No. 20-CV-02250-JSC, 2021 WL 19 1176532, at \*3 (N.D. Cal. Mar. 29, 2021) (approving rate of \$150/hour for a law clerk). 20 2. Hours Reasonably Expended 21 An attorneys' fee award should include compensation for all hours reasonably expended 22 prosecuting the matter, but "hours that are excessive, redundant, or otherwise unnecessary" should 23 be excluded. *Costa v. Comm'r of Soc. Sec. Admin.*, 690 F.3d 1132, 1135 (9th Cir. 2012). "[T]he 24 standard is whether a reasonable attorney would have believed the work to be reasonably 25 expended in pursuit of success at the point in time when the work was performed." *Moore v. Jas.* 26 27 2 The Court uses the pre-June 30, 2025 hourly rates as Plaintiff has not offered evidence that an 1 || A. *Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982). 2 Plaintiff seeks fees for 121.6 hours. That is, counsel claims they spent three 40-hour 3 || weeks working exclusively on this case—a case in which they filed only a nine-page opposition 4 || to a motion to compel arbitration and the underlying motion for attorneys' fees. There was no 5 other motion practice and the case went to arbitration prior to any discovery. The hours claimed 6 || are excessive and will be reduced as discussed below. 7 a. Vague and Excessive Client Communications 8 Plaintiff's billing records contain 50 entries for a total of 7.1 hours and \$4,033 which all 9 || read as follows: 10 11 (Dkt. No. 31-2 at 5.) Lucid objects to these entries as vague and excessive, and in response, 12 || Plaintiff provides the following identical response for all 50 entries: 5 13 Properly described attorney—client communications. Counsel cannot in public time records, The entries identify that confidential case S related communications occurred with the client or opposing counsel; 2 15 the time is minimal and clearly tied to advancing the case, which is 6 sufficient under the lodestar standard. (Dkt. No. 34-1 at 15-19.) 17 In *Hensley*, the Supreme Court held although counsel is not required to record in great 18 detail how each minute of time is expended, they should at least identify the general subject matter ° of time expenditures. *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). "Work entries are \* inadequately vague when the district court is unable to discern how the time spent is attributable to the case at hand." Center for

Food Safety v. Vilsack, No. C-08—00484 JSW, 2011 WL 6259891, at \*8 (N.D. Cal. Oct. 13, 2011). Likewise, excessive billing for non-substantive email exchanges is improper. See, e.g., Uriarte-Limon v. Leyva, 2017 WL 5665016, at \*4 (C.D. Cal. June 30, 2017) (reducing fee award based in part on “excessive hours devoted to non-substantive email exchanges”); Whitaker v. Beverly Falafel, Inc., 2020 WL 6494193, at \*4 (C.D. Cal. Sept. 15, 2020) \*° (“Counsel routinely billed its client for non-substantive emails involving deadlines and information about new trial dates. The Court finds these entries are unreasonable and strikes 1 them.”); Kries v. City of San Diego, No. 17-CV-1464-GPC-BGS, 2021 WL 120830, at \*9 (S.D. 2 Cal. Jan. 13, 2021) (“Although attorneys owe a duty to their clients to effectively communicate 3 and the Court does not doubt that Mr. Congers communication practices were appreciated by his 4 clients, the Court’s mandate is to determine whether the hours were reasonably expended, not 5 whether the time spent was in line with each attorney’s regular practice.”). Further, the Court is 6 not persuaded a blanket assertion of attorney client privilege is appropriate. See Clarke v. Am. 7 Com. Nat. Bank, 974 F.2d 127, 129 (9th Cir. 1992) (“the identity of the client, the amount of the 8 fee, the identification of payment by case file name, and the general purpose of the work 9 performed are usually not protected from disclosure by the attorney-client privilege.”). 10 On at least two occasions district courts have reduced the Margarian Firm’s time for clients 11 communications by 30 percent because counsel billed an “unreasonable amount of time to spend 12 communicating with a client in a simple lemon law case that settled after a few months” when, 13 like here, “the time entries are all simply recorded as ‘Communicated with Plaintiff,’ making it 14 impossible to evaluate the necessity of these communications.” Ghalehshahi v. Ford Motor Co., 15 No. CV 23-07043-MWF (SKX), 2024 WL 5372401, at \*6 (C.D. Cal. Nov. 13, 2024); Evazyan v. 16 Mercedes-Benz USA, LLC, No. 22-CV-06032 JLS (MRW), 2023 WL 11197079, at \*5 (C.D. Cal.

17 Dec. 6, 2023) (same). This Court will follow the same approach and reduces these hours by 30 18 percent. 19 b. Rule 68 Negotiation and Fees on Fees Time 20 Lucid objects to Plaintiff’s request for 4 hours for the time spent negotiating the Rule 68 21 offer and the 56.3 hours spent following acceptance of the Rule 68 offer (31.6 of which relates to 22 the underlying fees motion). While Plaintiff was unsuccessful in negotiating a better settlement, 23 the Court will not fault him for his attempt to do so.

24 The 56.3 hours spent after the acceptance of the offer, however, are excessive. As to the 25 31.6 hours spent or anticipated to be spent on this motion, the Court deducts the 16.5 hours for Mr. 26 Margarian to travel and appear for the hearing on the motion as the Court vacates the hearing. The 27 Court will reduce the remaining 15.1 hours by 75 percent. The motion is a boilerplate template 1 same time and, in fact, includes cut and paste errors, including erroneously stating “Plaintiff’s 2 Counsel secured a favorable result for Plaintiff, which included repurchase of the Vehicle, 3 substantial civil penalties, incidental and consequential damages.” (Compare Dkt. No. 31-20 at 24 4 with Vagik Darbinyan v. FCA US, Los Angeles Superior Court Case No. 24-VE-

CV00347 (Aug. 5 13, 2025 Motion).) The only relief counsel obtained in this case was repurchase. Courts have 6 repeatedly commented on the Margarian Firm's excessive billing for use of boilerplate attorneys' 7 fees' motions. See *Evazyan v. Mercedes-Benz USA, LLC*, No. 22-CV-06032 JLS (MRW), 2023 8 WL 11197079, at \*5 (C.D. Cal. Dec. 6, 2023) (awarding 5 of the 15 hours sought where "the 9 motion, the supporting memorandum, and the attorney declaration are templates used before by 10 Margarian, which are simply tailored to the facts of this case"); *Matevosyan v. Mercedes-Benz 11 USA, LLC*, No. CV 22-4679-MWF (JEMX), 2023 WL 8125448 (C.D. Cal. July 10, 2023) (cutting 12 time by 50 percent for template motion for attorneys' fees and collecting cases). 13 Because counsel did not provide chronological billing records, but instead provided 14 records by category of work, it is difficult to discern what the remaining 24.7 hours were for. It 15 appears 11 of these hours were spent preparing time records. (Dkt. No. 31-2 at 4-5.) But this time 16 is not recoverable. As another court observed when the Margarian Firm sought time for preparing 17 billing records after the fact: "No attorney would reasonably bill a private client for work that 18 essentially amounts to preparing the client's invoice. Further, timekeeping is a clerical, overhead 19 task that is not compensable or reasonably necessary to enhance the outcome of the litigation for 20 the plaintiff." *Evazyan*, 2023 WL 11197079, at \*5 (citing *Pacheco v. Ford Motor Co.*, 2022 WL 21 845108, at \*4 (C.D. Cal. Mar. 22, 2022)). Plaintiff also claims 1.7 hours for preparing a 22 stipulation to vacate a case management conference and preparing a 13-line update advising the 23 Court the case had resolved. (Dkt. No. 31-2 at 5.) The Court reduces this time by 50 percent. 24 Finally, Plaintiff claims 1 hour for time attending a case management conference that was vacated 25 and .4 for preparing a dismissal that has not been filed. (Dkt. No. 31-2 a 5.) None of this time is 26 compensable. 27 c. Fees for "Avoiding Arbitration" 1 33 at 12-13.) These fees include the 14.3 hours incurred between when Plaintiff filed the case in 2 superior court and Lucid removed it to this court, and the 5 hours opposing Lucid's motion to 3 compel arbitration. Lucid insists Plaintiff agreed to arbitrate, pursued his claims in the wrong 4 forum, and then improperly opposed Lucid's motion to compel arbitration. 5 As to fees incurred in connection with Lucid's removal from the Alameda County Superior 6 Court, there was nothing improper about Plaintiff filing in state court in the first instance. While 7 Plaintiff did not dispute Lucid's ability to remove based on federal question and diversity 8 jurisdiction, removal is permissive not mandatory. See 28 U.S.C. § 1441(a) ("any civil action 9 brought in a State court of which the district courts of the United States have original jurisdiction, 10 may be removed by the defendant or the defendants, to the district court of the United States for 11 the district and division embracing the place where such action is pending") (emphasis added). 12 And as for the fees incurred opposing arbitration, although Plaintiff did not dispute he 13 entered into a valid agreement, he did contend the arbitration agreement did not govern the 14 warranty claims he brings here. While this argument was unavailing given the delegation clause 15 in the arbitration agreement, the argument was not frivolous. (Dkt. No. 22.) However, the 5 hours 16 claimed to prepare a nine-page brief on this straightforward issue is excessive and will be

reduced 17 by half to 2.5 hours. 18 d. Clerical Tasks and Excessive, Vague, and Duplicative Entries 19 Lucid also objects to 5.8 hours it contends were spent on non-billable clerical tasks such as 20 drafting the summons, checking the status of a package, ordering service, and calendaring. (Dkt.

21 No. 33 at 15-16.) Plaintiff again provides a boilerplate response to Lucid's objection:

22 This is not mere clerical work but integral case-handling activity (intake, document handling, finance communications, calendaring, 23 service, and court compliance) reasonably performed by counsel or supervised staff. The time is modest and compensable. Plaintiff is not 24 required to staff the case according to Defendant's preferences. 25 (Dkt. No. 34-1 at 6.) Clerical tasks are generally not recoverable. See, e.g., *Operating Eng'rs Health & Welfare Tr. Fund v. Goes & Noceti Constr., Inc.*, No. 24-CV-08378-KAW, 2025 WL 27 2684388, at \*8 (N.D. Cal. June 24, 2025), report and recommendation adopted, No. 24-CV- 1 calendaring and filing not compensable and collecting cases); *Neil v. Comm'r of Soc. Sec.*, 495 F. 2 App'x 845, 847 (9th Cir. 2012) (holding court did not abuse its direction in declining to award 3 attorney's fees for purely clerical tasks such as filing documents and preparing and serving 4 summons); *Nadarajah v. Holder*, 569 F.3d 906, 921 (9th Cir. 2009) ("When clerical tasks are 5 billed at hourly rates, the court should reduce the hours requested to account for the billing 6 errors."). Additionally, Lucid objects to 5.3 hours of time it contends are excessive, vague, 7 duplicative, or otherwise "manifestly unreasonable." (Dkt. No. 33 at 19.) 8 The Court agrees the time records reflect entries that are clerical in nature and thus non- 9 billable. The Court is also concerned by Plaintiff's staffing of four attorneys on this 10 straightforward matter and the excessive entries for a case that resolved in its early stages with 11 very little motion practice beyond the underlying motion for attorneys' fees and costs. In light of 12 these concerns, the Court will make an across-the-board 10 percent deduction on top of the 13 specific deductions discussed above. See *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th

14 Cir. 2008) ("the district court can impose a small reduction, no greater than 10 percent—a

15 'haircut'—based on its exercise of discretion and without a more specific explanation."). 16

\*\*\* 17 Based on the above reductions to counsels' rates and hours, the Court calculates the 18 lodestar as follows: 19 20 21 22 23 24 25 26 27 1 Litigation Stage Biller Hours Adjustments  
Lodestar 2 Pre-Filing 3 HM .9 Hourly rate of \$550 \$495.00 4 AM 4 Hourly rate of \$450 \$1,800.00  
5 SM 5.7 Hourly rate of \$450 \$2,565.00 6 EO .4 None \$60.00 7 Post-Filing 8 HM 6 Hourly rate of \$550 and exclude 1.6 hours \$2,420.00 9 AM 28.9 Hourly rate of \$450 and exclude 5.4 hours \$10,575.00 10 SM 9.8 Hourly rate of \$450 and exclude 2 hours \$3,510.00 11 PK 25.5 Hourly rate of \$600 and exclude 6.5 hours \$11,400.00 12 EO 1.7 None \$255.00 13 Client Communication 14 HM .2 Hourly rate of \$550 and reduce hours by 30% \$77.00 15 AM 5.2 Hourly rate of \$450 and reduce hours by 30% \$1,638.00 16 SM 1.7 Hourly rate of \$450 and reduce hours by 30% \$535.50  
17 Attorneys' Fees Motion 18 HM 18.10 Hourly rate of \$550 deduct, exclude 16.9, and \$165.00  
19 reduce remaining hours by 75% 20 AM .5 Hourly rate of \$450 and reduce hours by 75%

\$56.25 21 SM .5 Hourly rate of \$450 and reduce hours by 75% \$56.25 22 23 PK 12.5 Hourly rate of \$600, exclude 1 hour, and \$1,725.00 24 reduce remaining hours by 75% 25 Lodestar Total \$37,333.00 26 10% haircut \$3,730.00 27 B. Whether a Multiplier is Warranted 1 The Court may adjust a lodestar figure upwards or downwards based on a number of 2 factors, including: “(1) the novelty and difficulty of the questions involved, (2) the skill displayed 3 in presenting them, (3) the extent to which the nature of the litigation precluded other employment 4 by the attorneys, (4) the contingent nature of the fee award.” Ketchum v. Moses, 24 Cal.4th 1122, 5 1132 (2001). 6 Plaintiff requests a 1.5 multiplier to the lodestar amount because counsel “secured a 7 favorable result for Plaintiff, which included repurchase of the Vehicle, substantial civil penalties, 8 incidental and consequential damages.” (Dkt. No. 31-20 at 24.) This again appears to be a cut- 9 and-paste error. The settlement amount is less than Plaintiff’s alleged payments under the 10 contract. (Compare Dkt. No. 1-1 at ¶ 5 (Complaint: “The cash price of the Subject Vehicle was 11 One Hundred Thirty-Nine Thousand Dollars and No Cents (\$139,000.00). The total of payments 12 under the contract including sales tax, registration charges, document fees and other collateral 13 charges, such as bank and finance charges, totaled totals One Hundred Sixty-Eight Thousand Two 14 Hundred Ninety Dollars and Sixty-Four Cents (\$168,290.64)) with Dkt. No. 24 at ¶ 2 (Rule 68 15 acceptance: “Lucid will pay Plaintiff \$165,537.27 (one-hundred sixty-five thousand five hundred 16 thirty-seven dollars and twenty-seven cents). Said amount represents the fully financed purchase 17 price of the subject vehicle, including all incidental and consequential damages, and civil 18 penalties.”).) 19 Nor do any of the Ketchum factors support a multiplier here. Rather, “[t]his was a largely 20 routine lemon law case that involved few procedural demands and the exercise of limited skill 21 from lawyers who specialize in this practice area and generally rely upon boilerplate pleadings and 22 work product.” Rahman v. FCA US LLC, 594 F. Supp. 3d 1199, 1207 (C.D. Cal. 2022). The 23 Court, in the exercise of its discretion, declines to award a multiplier here. See Stanger v. China 24 Elec. Motor, Inc., 812 F.3d 734, 740 (9th Cir. 2016) (“decision to enhance or reduce the lodestar 25 ... is within the district court’s discretion”). 26 C. Costs 27 Plaintiffs seek \$5,850.18 in litigation costs and expenses, but has provided no 1 substantiation of that request. Plaintiff states he will file a verified bill of costs in accordance with 2 Federal Rule of Civil Procedure 54(b)(1) and Local Rule 54-1, but no such bill of costs has been 3 filed. (Dkt. No. 31-20 at 29.) The Court cannot award costs for unsubstantiated requests.

#### 4 CONCLUSION

5 For the reasons stated above, the Court GRANTS IN PART and DENIES IN PART 6 || Plaintiffs motion for attorneys’ fees and costs. The Court awards \$33,603.00 in attorneys’ fees. 7 This Order disposes of Docket No. 31. 8 9 IT IS SO ORDERED. 10 Dated: December 18, 2025 11 12 ne  
ACQUELINE SCOTT CORLE

13 United States District Judge 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28

